

AGREEMENT

THIS AGREEMENT, made this ## day of July, 2019, by and between **Three Sisters Irrigation District**, hereinafter called "DISTRICT" And **<Supplier>** hereinafter called "Supplier".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The Supplier will commence and complete design fabrication, delivery, supervision of installation, start-up and testing of turbine, generator, controls, and associated equipment for the Watson Hydroelectric Project.
2. The Supplier will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the design, fabrication, delivery, start-up, testing and completion of the Work described herein.
3. The Supplier will commence the Work required by the Contract Documents within ten calendar days after the date of the Notice to Proceed and will complete the same within the dates guaranteed in the Proposal Form unless the period for completion is extended otherwise by the Contract Documents, and with respect to portions of the WORK not required to be completed within a specified deadline, will proceed diligently and expeditiously with such WORK until completion, subject to the availability of DISTRICT-supplied items (such as completed powerhouse, water and transmission line) necessary for the completion of such WORK.
4. The Supplier agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum as shown in the Proposal Form, subject to any adjustments agreed to by the parties subsequent to bid opening (see copy attached as Exhibit A to the Agreement).
5. The term "Contract Documents" means and includes the following in order of precedence:
 - A. Agreement.
 - B. Exhibit A – Changes to the attached conditions and specifications as agreed to by both parties
 - C. Information for Proposers.
 - D. Specifications. Including electrical, mechanical and general technical.
 - E. Proposal Form.
 - F. General Conditions
 - G. Supplemental General Conditions
 - H. Drawings
 - I. Performance Security.
6. The DISTRICT will pay to the Supplier in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
7. The Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in two copies each of which shall be deemed an original on the date first above written.

THREE SISTERS IRRIGATION DISTRICT

Don Boyer, President

Karl Nulton, Vice President

Thayne Dutson, Secretary/Treasurer

SUPPLIER:

Supplier