

**VENDOR NAME:**

**INVITATION FOR BIDS**

**DENVER WATER'S**

**BIDDERS' PROPOSAL NO. 13513A**

**AND THE ATTACHED DOCUMENTS**

**MARCH 16, 2011**

**FOR**

**BUTTERFLY VALVES AND ACTUATORS**

**FOR THE CONTRACT PERIOD 4/15/2011 THROUGH 12/31/2011**

**BIDS MUST BE SUBMITTED ELECTRONICALLY  
BY, 10:00 A.M., APRIL 1, 2011.**

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**PURCHASING’S CONTRACT  
REPRESENTATIVE:  
Questions about Contract terms or  
conditions**

**Crystal Cervantez  
303-628-6155  
[crystal.cervantez@denverwater.org](mailto:crystal.cervantez@denverwater.org)**

**CONTRACT ADMINISTRATOR:  
All technical questions**

**Dan Weidenhamer  
303-628-6773  
[dan.weidenhamer@denverwater.org](mailto:dan.weidenhamer@denverwater.org)**

**TECHNICAL REPRESENTATIVE:  
All technical questions**

**David Stone  
303-628-6655  
[david.stone@denverwater.org](mailto:david.stone@denverwater.org)**

## **DEFINITIONS**

Wherever used in the Contract, the following terms have the meanings indicated, which are applicable to both the singular and plural thereof:

**Addenda**--Written or graphic instruments issued prior to the opening of Bids, which clarify, correct or change the Contract Documents.

**Agreement**--The written Agreement between Denver Water and Contractor covering the Work to be performed; other Contract Documents are attached to and made a part of the Agreement. Has the same meaning as Contract.

**Bid**--The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**Bidder**--Any person, firm or corporation submitting a Bid for the Work.

**Board**--Has the same meaning as Denver Water.

**Bonds**--Bid, performance and payment bonds and other instruments of security.

**Change Order**--An agreement between Denver Water and Contractor that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Times or Contract Price, which is issued on or after the Effective Date of the Agreement.

**Contract**--Has the same meaning as Agreement.

**Contract Administrator** --The authorized Denver Water representative who is assigned to be responsible for the Contract in accordance with the Contract Documents.

**Contract Documents**--The Agreement, Addenda, Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), the Bonds, the General Conditions, the Special Conditions, the Specifications and the Drawings identified as "Contract Documents" in the Agreement, together with all written amendments, modifications and supplements incorporated into a Change Order on or after the Effective Date of the Agreement, and any other documents that are designated "Contract Documents" by Denver Water. No one part of the Contract Documents shall constitute the Contract or Agreement, but the whole taken together shall be the Agreement between the parties.

**Contract Price**--The moneys payable by Denver Water to Contractor for completion of the Work in accordance with the Contract Documents.

**Contract Times**--The number of days or the dates stated in the Agreement for the completion of the Work.

**Contractor**--The person, firm or corporation with whom Denver Water has entered into the Contract to perform the Work.

**Day**--Calendar day.

**Defective**--An adjective that, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, does not conform to the Contract Documents, does not meet the requirements of any inspection, reference standard, test or approval referred to in the

Contract Documents, or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Denver Water in accordance with this Agreement).

**Denver Water**--The property and personnel under the control of the City and County of Denver, acting by and through its Board of Water Commissioners. Has the same meaning as Board.

**Drawings**--The Drawings that show the scope, extent and character of the Work to be furnished and performed by Contractor, which have been prepared or approved by Denver Water and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

**Effective Date** --The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the first day of the Contract Period indicated in the Special Conditions.

**Engineering Specifications**--Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. Also referred to as Specifications.

**Notice of Award**--The written notice by Denver Water to the apparent successful Bidder stating that upon compliance by the apparent Successful Bidder with the conditions precedent enumerated therein, within the time specified, Denver Water will sign and deliver the Agreement.

**Subcontractor**--An individual, firm or corporation having a contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

**Supplier**--A manufacturer, fabricator, supplier, distributor, material man or vendor having a contract with Contractor or any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

**Surety**--A corporate entity authorized to do business in the State of Colorado, which executes as Surety thereon any Bond filed with Denver Water pursuant to the Contract Documents by Bidder or Contractor.

**Work**--The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing services, furnishing labor, furnishing and incorporating materials and equipment, performing or furnishing services, and furnishing documents, all as required by the Contract Documents.

CITY AND COUNTY OF DENVER, COLORADO  
BOARD OF WATER COMMISSIONERS  
(referred to in this document as the "Board" or "Denver Water")

INSTRUCTIONS TO BIDDERS

1. A Bidder's Proposal in response to an Invitation for Bids shall be submitted in accordance with these Instructions to Bidders and with the General Conditions, Special Conditions, Specifications, Bill of Material, Proposal, TIN and Acceptance. These documents, plus any other documents required by the Special Conditions and any Addenda added by Denver Water, constitute the Contract Documents. No one part of the Contract Documents constitutes the Contract.
2. The Bill of Material shall be submitted electronically.
3. The successful Bidder will be required to completely fill out and sign the Bidder's Proposal page prior to award. The successful Bidder warrants that persons signing the Proposal page are empowered to legally bind the Bidder to a contract.
4. Bidders' Proposals must be submitted online to the Rocky Mountain Online Bid System on or before the designated Bid opening time.
5. **It is the Bidder's responsibility to acknowledge any Addenda (if applicable) issued via the Rocky Mountain Bid System.**
6. Bidders' Proposals may be rejected if not received on the Rocky Mountain Online Bid System on or before the Bid opening time.
7. Bidders' Proposals may be withdrawn by Bidders prior to the Bid opening time, but only upon written request. Bidders' Proposals may not be withdrawn after they have been opened. All Bidders' Proposals will be deemed firm and open to acceptance or rejection for a period of forty-five (45) Days after the Bid opening.
8. Any conflicting Special Conditions will supersede Instructions to Bidders, General Conditions, Specifications, and Definitions.
9. All Bid prices must be firm for the period stated in the Special Conditions. Any price adjustment clause included with a Bidder's Proposal may result in rejection of the Bidder's Proposal.
10. Bidders are urged to establish realistic delivery dates.
11. Bidders' Proposals may be required to provide descriptive data (catalogs, drawings, etc.) necessary or desirable for proper evaluation of the Bidder's Proposal. Bidders' Proposals that do not comply with this requirement may be rejected.

INSTRUCTIONS TO BIDDERS  
(continued)

12. If requested, Bidders shall furnish references demonstrating capability to provide the required materials and/or to perform the required Work. Bidders may be required to provide financial statements (Balance Sheet, Income Statement, Cash Flow Statement), which may be reviewed prior to Notice of Award. The Board may inspect the Bidder's facilities and equipment and will determine, in its sole discretion, whether the Bidder will be awarded the Contract. The Board may award the Contract based on its assessment of Bidder's facilities, distribution, and Supplier relationships.
13. When a Bidder intends to furnish an article it considers equal to one named on the Bill of Material, the Bidder must specify the trade name and grade of the substitute article and must submit any engineering data and technical literature required by the Board to evaluate the product. The Board reserves the right to determine whether any substitute article is equal to the one named on the Bill of Material.
14. The Board reserves the right to reject any or all offers, either in whole or in part, or to waive technical defects if deemed in the best interest of the Board. In the event of a tie Bid, award will be made in the Board's best interest. The Board also may reject any Bid conditioned upon the Board's acceptance of terms and conditions other than those established in the General Conditions, Special Conditions, and Specifications.
15. The Board may decline to enter into a contract with any entity that is in arrears to the City and County of Denver or the Board upon debt or contract, or who is a defaulter as surety or otherwise, upon any obligation to the City and County of Denver or the Board.
16. **Bidders acknowledge that the Board may be required to disclose any or all of the documents submitted with a Bid for the Contract, pursuant to the Colorado Open Records Act, C.R.S. 24-72-201, et seq. Under C.R.S. § 24-72-204(3)(a)(IV), the Board may deny inspection of any confidential commercial or financial information furnished to the Board by an outside party. Therefore, a Bidder must clearly designate any documents submitted with its Bid that the Bidder deems proprietary or confidential, to aid the Board in determining what it is required to disclose following a request for documents under the Colorado Open Records Act.**
17. For directions to the Board go to [www.denverwater.org](http://www.denverwater.org), click on Contact Us, Directions.
18. Questions or comments concerning these Instructions to Bidders should be directed to the office of the Manager of Purchasing, 1600 West 12th Avenue, Building No. 12, Denver, Colorado 80204-3412, Telephone: 303-628-6361.

GENERAL CONDITIONS  
FOR  
BUTTERFLY VALVES AND ACTUATORS  
Bidders' Proposal No. 13513A

1. PERFORMANCE: The Contractor shall furnish the Work and materials covered by this Contract subject to all the terms and conditions contained in the documents comprising this Contract, including these General Conditions. No other terms or conditions shall be binding upon the parties unless agreed to in writing. The Contractor's written acceptance of this Contract or the performance of any portion of the Work covered by this Contract shall constitute unqualified acceptance of all of its terms and conditions. The General Conditions, Special Conditions, and Specifications shall supersede any inconsistent provisions in Contractor's Proposal.
  
2. CHANGES IN SCOPE: Upon issuance of a written order, the Board may change the amount or nature of material to be furnished and Work to be performed under this Contract. If the amount of material or Work is increased or decreased, the Contractor will be paid for the actual amount of Work and material furnished.
  
3. WARRANTY OF WORKMANSHIP, MATERIALS AND EQUIPMENT: The Contractor warrants the materials covered by this Contract to be of the kind and quality set forth in the Specifications. The Contractor warrants that the materials shall, at the time of acceptance by the Board, and for a period of one (1) year thereafter, be free of all defects in workmanship, material or installation. For a period of one (1) year from the date the Board accepts any material or Work, the Contractor shall be responsible for the satisfactory repair or replacement of any material, Work or equipment that becomes Defective as a direct or indirect result of Contractor's workmanship, Work or negligence or from Contractor's improper handling or use of faulty material or equipment.
  
4. COMPLIANCE WITH SPECIFICATIONS: The Board's Specifications establish the minimum acceptable requirements for Work and materials. The Board shall determine at its sole discretion whether any proposed Work or materials comply with the Specifications.

Any provisions in the Specifications requiring specific ratings, capacities, weights, dimensions or other designations for any equipment refer to the original manufacturer's specifications. The Board shall not be obligated to accept as meeting the Specifications any equipment assigned ratings, capacities, weights, dimensions or designations by any subsequent manufacturer, assembler or dealer. The Board requires any products that come in direct contact with treated water to have N.S.F. Certification or equivalent.

Materials that, upon delivery at the Board's site, do not meet the Specifications or have been damaged in transit may be rejected by the Board and returned to the Contractor at the Contractor's risk and expense.

5. FAILURE TO COMPLY WITH SPECIFICATIONS: If any materials or Work provided by the Contractor do not meet Specifications or performance requirements, the Board reserves the right to delay payment until the problem is corrected or to terminate this Contract for default pursuant to General Condition 16(B) below.

GENERAL CONDITIONS  
(continued)

6. INSPECTION AND TESTING: The Board or its authorized representative shall be permitted to inspect all material during its fabrication and prior to its preparation for shipment; to expedite delivery; to inspect the packing when the material is ready for shipment; or to witness or perform any test, the results of which require approval by the Board.

The Board may, at its discretion, inspect and test any delivery to ensure compliance with the Specifications. The Board will pay the costs of tests it conducts and will make test results available to the Contractor upon request. The Board's findings shall be binding and conclusive. The Board's acceptance of material, or waiver of any inspection or test, shall in no way relieve the Contractor of the responsibility to furnish material meeting the requirements of the Specifications. The Board also may, at its discretion, allow its agents and Contractors and industry organizations to observe Contractor's performance of this Contract for safety purposes.

7. FAILURE TO PASS INSPECTION OR TESTING: The Board will not accept material that is damaged, does not meet Contract Specifications or, in the Board's discretion, is unsuitable for use in the Board's potable water system. Should any material fail to meet test criteria, in addition to the Board's exercise of its rights in Paragraph 10 below, the Contractor may be required to take the following actions at its sole cost:

- A. Promptly remove all material to which the unacceptable material has been added.
- B. Promptly replace the material removed with like material meeting the Specifications.

8. PAYMENT: Payment will be made in conformity with the terms and conditions of this Contract. The Board will not make advance or progress payments for materials or Work unless provided for in the Contract. The Contractor must submit documentation supporting the charges in the invoice, which must be consistent with this Contract, and must include the Contract number of this Contract on each invoice. Payments shall be based upon Contractor's verified progress in completing the Work and delivering the materials. Unless the Contractor has not properly performed, payment for weekly invoices will be issued within seven (7) Days of receipt, and payment for monthly invoices will be issued within thirty (30) Days of receipt. The Board may delay payment until it can verify the accuracy of the invoice, obtain releases or waivers with respect to Work covered in the invoice, or resolve a dispute with the Contractor regarding an invoice. Payment shall be made by check payable to the trade or business of Contractor. The Board shall have the right to refuse to pay all or a portion of an invoice that is inconsistent with this Contract.

GENERAL CONDITIONS  
(continued)

9. SALES, EXCISE AND USE TAXES:

- A. STATE: The State of Colorado will not impose sales and use taxes upon construction and building materials purchased by the Contractors and Subcontractors for use in the building, erection, alteration or repair of structures, highways, roads, streets and other public works owned and used by the City and County of Denver. In order to qualify for this exemption, an application for a certificate of exemption must be filed with the Colorado Department of Revenue by each Contractor and Subcontractor engaged in the construction project. The Board will not reimburse the Contractor for any such taxes paid as a result of a failure to file a request for exemption. Proposals shall not include any such taxes in the computation of Bids.
- B. LOCAL: The Contractor and all Subcontractors are required to pay the sales and use taxes imposed by a political subdivision of the State of Colorado on purchases of any tangible personal property to be built into the Work produced under this Contract. The Board will not adjust payments for any refund of such taxes that the Board might receive.
- C. FEDERAL: As a political subdivision of the State of Colorado, the Board is exempt from the payment of most federal excise taxes. The Contractor will be reimbursed for payment of any federal excise tax for which the Board is unable to provide an exemption certificate.

10. DELIVERY DATES: All items purchased shall be delivered F.O.B. Destination, Freight prepaid as required by the Engineering Specifications. The Contractor shall make delivery as set forth in the Contract Documents. When a date is set for delivery of materials, delivery must occur on or before that date. If timely delivery does not occur, or it appears timely delivery will not occur, the Board will have the right to terminate this Contract for default; the right to purchase equivalent property at market prices for immediate delivery without termination of this Contract and without liability to the Contractor; and a right against the Contractor for any increase in the price over the prices established in this Contract and for any other damages, including consequential damages that arise from the delay and demurrage associated with other deliveries to the Board.

11. WARRANTY OF TITLE: The Contractor warrants that title to all Work, materials and equipment covered by an application for payment will pass to the Board no later than the time of payment, free and clear of all liens.

12. RISK OF LOSS: The Contractor shall assume the risk of loss or damage to materials sold to the Board until the material has been delivered to and accepted by the Board.

13. PATENTS: The Contractor will provide a defense and hold harmless the Board against any costs, damages or demand for payment arising out of the Contractor's use of any patented or otherwise protected material, process, device or article in performing under this Contract.

GENERAL CONDITIONS  
(continued)

14. LIABILITY: The Contractor will provide a defense to the Board and pay any costs and damages for any liability or claim of whatever nature arising in any way out of this Contract, caused by any negligent act or omission or willful misconduct of the Contractor or the Contractor's officers, agents or employees.
15. RECORDS AND AUDITS: The Contractor shall at all times maintain a system of accounting records in accordance with its normal procedures, together with supporting documentation for all Work, purchases, and billings under this Contract.

The Contractor shall make available for audit and reproduction by the Board all records, in whatever form, related to this Contract. The Contractor shall provide such availability during the term of this Contract and for two (2) years after final payment. The Contractor shall refund to the Board any charges determined by the Board's audit to be inconsistent with this Contract.

16. TERMINATION: Contractor shall not have the right of termination. The Board at any time may terminate this Contract in whole or in part upon written notice stating the type of termination and the effective date of the termination. The Board may terminate for convenience or for default, as described in this paragraph. As used in this paragraph, the word "Contractor" includes the Contractor and its Subcontractors at any tier.
- A. Termination for Convenience. If the Board terminates for convenience, it shall pay to the Contractor, as full compensation: (1) the unit or prorated Contract Price for the performed and accepted portion of the Work; and (2) a reasonable amount, as determined by the Board, not otherwise recoverable from other sources, with respect to the unperformed or unaccepted portion of the Work. Compensation for termination for convenience shall not exceed the dollar amount of the Contractor's sales to the Board under this Contract for the month prior to the termination.
- B. Termination for Default. The Board may terminate this Contract for default if the Board in its sole discretion determines that Contractor has failed to comply with the Contract Documents; fails to make progress, so as to endanger performance; acts or fails to act so that it reasonably appears Contractor's future performance is uncertain; or fails to perform the Work within the time specified or any written extension; and does not cure such failure within a reasonable period of time after written notice. In the event of termination for default, the Board may purchase replacement Work, and the Contractor shall reimburse the Board for any excess costs incurred by the Board. The Board shall pay to the Contractor, as full compensation, the unit or prorated Contract Price for the performed and accepted portion of the Work. Termination for default will result in the removal of the Contractor's name from the approved Bid list for two (2) years or a different period of time, at the Board's discretion.

If, after notice of termination for default, the Board determines that the Contractor was not in default or that the Contractor's failure to perform was due to causes beyond the control and without the fault or negligence of the Contractor, the termination shall be deemed for the convenience of the Board per (A) above.

GENERAL CONDITIONS  
(continued)

17. ASSIGNMENT AND SUBCONTRACTS: The Contractor may not assign this Contract or any right or liability or enter into any Subcontract or amend any Subcontract without prior written consent of the Board's Representative. If the Contractor subcontracts or assigns any part of this Contract, the Contractor shall be as fully responsible to the Board for acts and omissions of a Subcontractor as the Contractor is for the acts and omissions of Contractor's own employees.
18. NO THIRD PARTY BENEFICIARIES: This Contract shall bind and inure to the benefit of the parties and their respective successors and assigns. This Contract is intended to benefit only the parties, and neither Subcontractors nor suppliers of Contractor nor any other person or entity is intended by the parties to be a third party beneficiary of this Contract.
19. CHARTER OF THE CITY AND COUNTY OF DENVER: This Contract is made under and conformable to Article X of the Charter of the City and County of Denver, which controls the operation of the Denver Municipal Water System. Insofar as applicable, the Charter provisions are incorporated by this reference and shall supersede any apparently conflicting provisions otherwise contained in this Contract.
20. COMPLIANCE WITH LAWS: In performing this Contract, the Contractor shall comply with all applicable laws, rules, and regulations, including, but not limited to, the Colorado Worker's Compensation Act and all federal and state tax laws. The Contractor certifies that it has complied, and during the term of this Contract will continue to comply, with the Immigration Reform and Control Act of 1986. The Contractor shall provide to the Board any certification the Board reasonably requests in order to demonstrate the Contractor's compliance with applicable legal requirements. Because the Contractor will be acting as an independent contractor, the Board assumes no responsibility for the Contractor's compliance.
21. VENUE AND GOVERNING LAW: This Contract shall be deemed performable in the City and County of Denver, notwithstanding that the parties may find it necessary to take some action outside the City and County. This Contract shall be governed by and construed under the laws of the State of Colorado. Any disputes arising hereunder shall comply with the hearing and appeal procedures set forth at Chapter 17 of the Board's Operating Rules, available at [www.denverwater.org](http://www.denverwater.org). If a question arises concerning whether an issue or claim is within the scope of these dispute resolution provisions, such question shall be decided by the hearing officer assigned to the administrative hearing. All disputes of any nature whatsoever, including without limitation claims for additional compensation or extensions of time, and disputes involving claimed breach of or default under the Contract, shall be resolved by this process. The determination of the hearing officer shall be considered a final order and action of the Board and may be reviewed under Rule 106(a)(4) of the Colorado Rules of Civil Procedure in the Denver District Court only.
22. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties understand and agree that the Board is relying upon, and has not waived, the monetary limitations and all other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, CRS 24-10-101, et seq., as it may be amended from time to time.

GENERAL CONDITIONS  
(continued)

23. DELAY BY THE BOARD: If a delay is caused by the Board, without contribution by the Contractor, the time and price of the Contract may be adjusted equitably except that the sole remedy of the Contractor shall be limited to any expenditure actually and necessarily caused solely by the delay. The Contractor is not entitled to recover anticipated profits.
24. IMMIGRATION LAWS: The signature of Contractor on this Contract: (1) certifies that the Contractor is not a natural person unlawfully present in the United States; and (2) also certifies the statements below *if this is a public contract for services as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.*, **and** Contractor utilizes Subcontractors or employees in Contractor's business.
- A. The Contractor shall not:
- (1) Knowingly employ or contract with an illegal alien to perform Work under this Contract; or
  - (2) Enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform Work under this Contract.
- B. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.). The Contractor may not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
- C. If the Contractor obtains actual knowledge that a Subcontractor performing Work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:
- (1) Notify the Subcontractor and the Board within three (3) Days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and
  - (2) Terminate the subcontract with the Subcontractor if within three (3) Days of receiving the notice required pursuant to sub-subparagraph (1) of this subparagraph the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three (3) Days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
- D. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law.
- E. The Contractor acknowledges that in the event the Contractor violates any of the provisions of the foregoing subparagraphs A – D, the Board may terminate this Contract for breach of contract. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Board.

GENERAL CONDITIONS  
(continued)

25. REMEDIES: The rights and remedies of the Board provided under this Contract shall not be exclusive and shall be in addition to any other rights and remedies provided by law or equity.
26. INDEPENDENT CONTRACTOR: In the performance of Work under this Contract, the Contractor shall be, for all purposes, an independent contractor and not an employee or agent of the Board. The Contractor and its employees and subcontractors shall in no way represent themselves to third parties as agents or employees of the Board.
27. NO UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION BENEFITS: The Contractor is not entitled to unemployment insurance or workers' compensation benefits as a result of performance of the Work for the Board. The Contractor is required to provide workers' compensation and unemployment insurance benefits for its employees and Subcontractors.
28. CONTRACTOR'S RESPONSIBILITIES: The Contractor shall consider Board contracts to be a priority responsibility and shall not allow other work to interfere with Board Work or response to Board needs. The Contractor must provide a responsible person to respond to Board communications immediately. The Contractor's equipment must not be stored permanently on Board property. The Contractor will be responsible for all damage to Board equipment, materials and property caused by the Contractor or its employees.
29. PAYMENT OF TAXES: The Contractor is solely liable for any federal and state income and withholding taxes, unemployment taxes, F.I.C.A. taxes and worker's compensation payments and premiums applicable to payments from the Board under this Contract. The Contractor shall indemnify the Board for any liability resulting from nonpayment of such taxes and sums.
30. SAFETY AND PROTECTION: The Contractor shall, at its own expense:
  - A. Provide and maintain proper protection to all material and equipment, including material and equipment furnished to the Contractor by the Board. The Contractor shall protect exterior surfaces of Board property against any defacement that would detract from its appearance.
  - B. Provide all necessary safeguards to protect persons and property generally, and particularly the Board's operating property, since no interruption of water service is permissible, except as expressly authorized by the Board.
  - C. Upon completion of the Work, make good all damages, leaving the site in a clean and orderly condition.
  - D. Maintain safe conditions in the various Work areas at all times and install barricades and warning devices where required.

GENERAL CONDITIONS  
(continued)

31. NONDISCRIMINATION: The Contractor expressly agrees not to discriminate against any employee, applicant for employment, or potential Subcontractor or Supplier because of race, color, religion, age, national origin, gender, sexual orientation, military status, marital status, or disability. The Contractor shall comply with all applicable state and federal laws with regard to equal employment opportunity.
32. WORKFORCE: The Contractor shall employ only competent, skillful workers to provide Work under this Contract. Whenever any person shall appear to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the Work.
33. ACCESS AND SECURITY: The Board shall provide reasonable means of access to all Board locations covered under this Contract. The Contractor shall comply with all the Board's access and building security policies.
34. SMALL BUSINESS ENTERPRISES: The Board recognizes the desirability, need and importance to the City and County of Denver of encouraging the development of Small Business Enterprises (SBEs). Although the Board is not currently setting goals for SBE participation, the Contractor agrees to make a good faith effort to involve SBEs in the Work if and when the opportunity arises.
35. ENTIRE CONTRACT: This Contract constitutes the entire Contract between the Board and Contractor, replaces all prior written or oral Contracts and understandings, and may not be altered or amended by bills of lading or the like.
36. FORCE MAJEURE: The parties shall not be responsible for any failure or delay in the performance of any obligations under this Contract caused by natural disasters, flood, fire, war or public enemy. (Economic conditions and labor strikes shall not be considered force majeure events.) If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must provide that the party took reasonable steps to minimize delay or damages caused by the force majeure, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of a force majeure. In the event a force majeure is declared and in effect for more than ten (10) Days, the Board may terminate this Contract without any further obligation or liability.

SPECIAL CONDITIONS  
FOR  
BUTTERFLY VALVES AND ACTUATORS  
Bidders' Proposal No. 13513A

1. GENERAL:

Denver Water is soliciting bids to furnish butterfly valves and actuators as specified in the Bill of Material. Detail Specifications are included in the proposal.

Quantities shown are estimates only of Denver Water's requirements for the listed valves and no guarantee of purchase is intended.

Denver Water reserves the right to purchase additional valves at the quoted prices through December 31, 2011.

2. CONTRACT PERIOD:

The Contract shall become effective on April 15, 2011 and terminate on December 31, 2011. The Board and the Contractor may mutually agree to renew and continue this Contract.

3. AWARD:

The Bidder selected for an award will be the Bidder whose Bid, as presented in response to this Invitation for Bids, is the most advantageous to the Board. The Board is not bound to accept the lowest-priced Bid if that Bid is not in the best interest of the Board as determined by the Board. The Board reserves the right to accept or reject any and/or all offers, to waive any and/or all formalities, to clarify any discrepancies in the Bid, and to award a contract in the best interest of the Board.

Bids may be evaluated using "best value" criteria including but not limited to:

- A. Purchase price
- B. Reputation of the Contractor and the Contractor's goods or services
- C. Contractor's past relationships, if any, with the Board and the City and County of Denver
- D. Delivery dates and information
- E. Business references, and financial statements
- F. Contractor's equipment and facilities
- G. Contractor's use of Small Business Enterprises (SBEs)
- H. Ability to use purchasing cards, EFT, EDI, bar-coding and other relevant business technology
- I. Any relevant factor that a private business would consider in selecting a Contractor.

SPECIAL CONDITIONS  
(continued)

4. ORDERING PROCEDURES:

Orders will be placed by means of Purchase Order. All risk of loss of, or damage to, and handling and transportation costs, will be the Contractor's for all shipments made without express authorization.

5. DELIVERY:

The Contractor may begin delivery immediately after the receipt of a purchase order. Complete delivery of valves shall be made by September 26, 2011.

The Contractor shall notify Denver Water's Contract Administrator of any manufacturing plant closures which would affect the delivery time.

6. SHIPPING ACKNOWLEDGMENT:

A written or fax shipping acknowledgment on scheduled or revised shipping dates, method of shipment and any scheduling changes which will affect promised delivery dates, must be made with the Purchasing Agent. Denver Water's Purchasing Fax Number is 303-628-6775.

7. SHIPPING INSTRUCTIONS:

The valves shall be totally enclosed in plastic wrap or equivalent. Valves shall be bolted or attached to base of crate to prevent movement and to enhance unloading. The crate shall be accessible to forklift operations.

Should the valves be incorrectly packaged, Denver Water reserves the right to reject the shipment.

Shipments shall be made by truck to Denver Water, 1600 West 12<sup>th</sup> Avenue, Building No. 8, Denver, Colorado 80204-3412. Shipments will be FOB Destination prepaid.

Denver Water will be responsible for the unloading of valves. Denver Water's purchase order number and contract number shall appear on all shipping papers and invoices. Denver Water reserves the right to reject any shipments it cannot identify.

8. PAYMENT:

The Contractor shall submit itemized invoices to:

Attention: Accounts Payable, MC 270  
Denver Water  
1600 West 12th Avenue  
Denver, Colorado 80204-3412

All invoices shall include the Contract number. Detailed invoices shall indicate location and description of work performed, number of hours on the job and work order numbers.

9. CHANGES TO CONTRACT:

The Contractor agrees to furnish the products and/or services in strict accordance with the specifications, and at the price set forth for each item. Nothing in the purchase order or contract may be added to, modified, superseded or otherwise altered except in writing signed by the Manager of Purchasing and acknowledged by the Contractor. Each shipment received or service performed shall be only upon the terms contained in the purchase order or contract, notwithstanding any items that may be contained in any invoice or other act of Contractor other than acknowledgment of a written change order to the purchase order or contract.

10. CONTRACT ADMINISTRATOR:

Questions or comments concerning this Contract shall be directed to the Board's Contract Administrator Dan Weidenhamer, Manager of Warehouse, at 1600 West 12th Avenue, Denver, Colorado 80204-3412 or by telephone at 303-628-6773.

ENGINEERING SPECIFICATIONS  
FOR  
BUTTERFLY VALVES AND ACTUATORS  
Bidders' Proposal No. 13513A

1. GENERAL:

Except as modified or supplemented herein, all butterfly valves supplied under this Specification shall be designed and manufactured in strict compliance with AWWA C504. Unless specified otherwise, for valve sizes beyond the scope of AWWA C504, valve design shall be based upon the maximum service conditions with minimum safety factors of 3:1 on yield strength and 5:1 on ultimate strength. All Class 250 valves shall have ductile iron bodies with flange dimensions and drilling per ANSI B16.1, Class 125.

Valves supplied under this Specification may include three types: "buried", "in-plant", and "submerged". The type of valves, class of valves, type of actuators, and special requirements are identified in the Bill of Material.

Valves covered by this Specification will be referred to as either "**Standard Valves**" or "**Recycled Water System Valves**" in the Bill of Material and in this Specification.

"**Recycled Water System Valves**" shall be identical to "**Standard Valves**" as specified herein, except that the valves shall open with a counterclockwise rotation of the handwheel or operating nut, and the operating nut shall be five-sided and painted purple, as specified under Section 14. Valve Actuators.

Valves shall be identified by the Item numbers listed in the Bill of Material.

2. SUBMITTALS:

A. Shop Drawings: Shall be submitted 45 days after award of Contract. The BOARD will review and return drawings within 10 calendar days from the date of delivery of drawings to the BOARD.

- 1) Make and model of each valve and manual actuator.
- 2) Weights of valve assemblies and components.
- 3) Manufacturer's specifications and identification of materials of construction.
- 4) Detailed structural and mechanical drawings showing the equipment fabrications and interface with other items. Include dimensions, size, and details of connections to other work, and weights of equipment associated therewith.
- 5) Submit the following for each valve and service condition:
  - a) Maximum valve operating torque.
  - b) Maximum actuator torque.
  - c) Shaft sizing calculations if valve is beyond scope of AWWA C504.

B. Installation, Operation and Maintenance Manuals: One set shall be submitted for review at least 6 weeks prior to shipment. Six sets of final approved manuals shall be submitted at least 2 weeks prior to shipment.

- 1) Special storage and protection, and handling instructions
- 2) Manufacturer's written/printed installation instructions.

- 3) Assembly instructions for the “submerged” valves, torque tubes, actuator support stands, and actuators.
- 4) Complete, detailed operating instructions for each piece of equipment, including actuators.
- 5) Explanations of all safety considerations relating to operation.
- 6) Information and instructions for lubrication and adjustments.
- 7) Maintenance instructions with illustrations as necessary.
- 8) Recommended schedule of maintenance.
- 9) Lubrication schedule and table of alternate lubricants.
- 10) List of special tools and equipment required for maintenance.
- 11) Recommended spare parts list.
- 12) Include all information submitted under Section A. Shop Drawings.

3. SERVICE:

All valves shall be suitable for frequent operation as well as service involving long periods of inactivity. Valves shall be capable of operating satisfactorily with flows in either direction. Valves shall be suitable for use in potable and non-potable service.

4. INSTALLATION:

All valves specified as “buried” in the Bill of Material shall be for buried service in horizontal waterlines with the valve shaft horizontal and operating nut shaft vertical. Body of valves will be buried and the actuators will be installed in manholes.

All valves specified as “in-plant” in the Bill of Material shall be for service inside buildings or other structures in a relatively dry environment, protected from weather. The valves will be installed with valve shaft horizontal and the actuator directly coupled to the valve body.

All valves specified as “submerged” in the Bill of Material shall be for service inside basins or reservoirs. The valves will be installed with the valve shaft vertical, and will be mounted to a pipe flange. “Submerged” valves shall be supplied with torque tubes and actuator stands as shown on the attached drawing, SUBMERGED BFV W/TORQUE TUBE & ACTUATOR STAND.

5. SHUT OFF PRESSURE:

The maximum static differential pressure across the valve will be the same as the class of the valve. At rated pressure, the valve shall be bubble tight with full differential pressure in either direction.

6. CLASS OF VALVE:

The class of valves shall be as specified in the Bill of Material.

7. VALVE BODIES:

Valve bodies shall be of short body pattern. All Class 250 valve bodies shall be ductile iron. Disc stops on the body will not be allowed.

8. VALVE DISCS:

Valve disc shall seat at 90 degrees to the pipe axis. Discs having hollow chambers that can entrap water will not be allowed. All Class 250 valve discs shall be ductile iron.

9. VALVE SEAT:

Rubber seats may be applied to either the body or the disc. The mating seat surface, in either case, shall be stainless steel or sprayed in accordance with AWWA C504. Plated mating-seat surfaces will not be acceptable.

Rubber seats shall be of new natural or synthetic rubber and may be reinforced by the manufacturer.

Rubber seats mounted on the disc shall be a continuous full circle 360-degree seal, clamped thereon with corrosion resistant retaining rings, and threaded fasteners.

Rubber seats mounted in the groove of the valve body on valves 24-inch diameter a smaller may be bonded to the body. Bonded seats must withstand a 75-pound pull in accordance to the 90 degree stripping test procedure "Method B" of ASTM D 429.

Rubber seats mounted in the valve body on valves larger than 24-inch shall be full circle 360 degree and shall be retained in the valve body by mechanical means in such a manner that the seat can be adjusted to provide a tight shutoff. All hardware used in retaining the seat in the body shall conform to all the requirements of AWWA C504. Valve shaft shall not penetrate the rubber seat.

10. VALVE SHAFT:

The valve shaft shall be stainless steel and may be either through or stub type and shall conform to all applicable requirements of AWWA C504. Shafts for Class 250B valves shall be ASTM A 564, UNS Designation S17400, condition H1150.

11. SHAFT SEAL:

Where the valve shaft projects through the valve body for the actuator connection, a shaft seal designed for positive pressure within the valve shall be provided for the following sizes of valves:

A. For valves 24" diameter and smaller:

The seal shall be one of the following types:

- 1) Self-compensating V-type packing.
- 2) O-ring type contained in a corrosion resistant cartridge.

B. For valves 30" diameter and larger:

- 1) Self-compensating V-type packing.
- 2) Adjustable packing with bronze or stainless steel pull down packing gland follower.

Retention of the above seals shall be designed to utilize a packing box with retainer or pull-down packing gland so that the packing can be field adjusted or completely replaced without disturbing any part of the valve or actuator assembly, except the retainer or packing gland follower.

On "buried" valves, the shaft seal area and exposed valve shaft shall be totally enclosed to prevent infiltration of material around the shaft seal and valve shaft during backfilling. Adjustable packing glands shall be accessible either through the bonnet as specified in Paragraph 14 or by removing the enclosure around the packing gland.

12. VALVE BEARINGS:

Valve bearings shall conform to all applicable requirements of AWWA C504. In addition, valves furnished with an externally adjustable thrust bearing shall have the external adjusting mechanism enclosed in a substantial watertight housing.

13. TYPE OF VALVE ENDS:

All valves shall be furnished with flanged ends. Dimensions and drilling shall conform to ANSI B16.1, Class 125. Flanges shall be finished to true plane surfaces within a tolerance limit of 0.005 inch. The finished face shall be normal to the longitudinal valve axis within a maximum angular variation tolerance of 0.002 inch per foot (0.017%) of flange diameter.

Flanges shall be machined to a flat surface with a serrated finish in accordance with AWWA Standard C207. The flanges shall have full-sized bolt holes through the flanges, except that drilled and tapped holes will be acceptable only in the areas where the shaft passes through the body. Flanges with all holes tapped will not be allowed.

14. VALVE ACTUATORS:

Unless otherwise specified in the Bill of Material, valves shall be furnished with manual actuators designed and sized to develop output torques for the specified operating service and shall be sufficient to seat, unseat and rigidly hold the disc in any intermediate position for the above conditions. The maximum velocity for actuator design shall be 16 feet per second. For valves requiring electric actuators, see "ENGINEERING SPECIFICATIONS FOR ELECTRIC MOTOR ACTUATORS".

A. "Buried" Valves

The actuators shall be worm gear type and shall be Auma GS, Limatorque Type HBC, Rotork IW or EIM Type WD, designed to operate temporarily in a submerged condition in ten feet of water.

**Standard Valves:** The actuators shall be equipped with 2-inch square operating nuts. The nuts shall be 1-15/16 inch square at the top, 2 inch square at the base, and 1-3/4 inch in height. The valves shall open with a clockwise rotation of the nut.

**Recycled Water System Valves:** The actuators shall be equipped with a five-sided operating nut as shown on the attached drawing, RECYCLED WATER SYSTEM PENTAGON OPERATING NUT. The valves shall open with a counter-clockwise rotation of the nut. The nuts shall be painted purple as specified in Section 22. COATINGS.

Stop-limiting devices shall be provided in the actuator for both open and closed positions. All actuators shall have valve position indicators.

B. “In-Plant” and “Submerged” Valves

The actuators shall be traveling nut type or worm gear type. Worm gear actuators shall be Auma Model GS, Limitorque Type “PT”, Rotork IW or EIM Type WO. Traveling nut actuators shall be manufactured by the valve manufacturer, and shall be capable of withstanding 450 foot-pounds of input torque. Actuators shall be provided with handwheels of suitable size to open the valves with the specified maximum pull.

**Standard Valves:** The valves shall open with a clockwise rotation of the handwheel.

**Recycled Water System Valves:** The valves shall open with a counterclockwise rotation of the handwheel.

Stop-limiting devices shall be provided in the actuators for the open and closed positions. All actuators shall have valve position indicators.

Worm gear actuators shall have bronze worm gears. All gearing of the manual actuator shall be totally enclosed and sealed for a lubricant formulated for a temperature range of 0 degree F to +150 degree F. Manufacturer shall fill the gear case with lubricant to 90% of full prior to shipment from the factory.

Primary gearing shall be supplemented by spur gear attachment to comply with the following conditions of operation for all sizes of valves:

- A. Minimum number of turns for complete opening or closing of valve disc shall not be less than 40 for all “buried” valves.
- B. Maximum input torque required to fully open or close the valve for the specified service conditions shall not exceed 150 foot-pounds when applied to the operating nut, or an 80-pound pull when applied to the handwheel.

The diameter of the output shaft or spline of the actuator shall be sized equal to or greater than the turned-down section of the valve shaft.

15. VALVE BONNET:

“Buried” valves shall be furnished with a separate one piece cast iron or fabricated steel extension bonnet with (if applicable) access openings fitted with removable covers, located to permit access to the stuffing box for tightening the packing. The extension bonnet shall be 24 inches in length, unless otherwise specified in the Bill of Materials, and shall be of a single diameter over its entire length. Minimum thickness of removable cover shall be 14 gauge (.0747”) and shall be attached to extension sleeve with a minimum of four ¼” diameter cap screws. Gasketing of the opening is not required.

16. TORQUE TUBES:

“Submerged” valves shall be supplied with torque tube type shaft extensions and actuator support stands as shown on the attached drawing. Each torque tube and actuator support stand shall be sized to operate under the maximum service conditions for the valve. The torque tube shall transmit the required torque to the valve without excessive twisting, such that the valve will always provide a tight shut-out. Disc stops shall not be used to eliminate the effects of torsion twist. Lengths of the torque tubes shall be based on the “X” dimension shown on the Drawing and listed in the Bill of Material. The torque tube shall be connected to the valve shaft with a taper pin and nut or with a “keyed” connection. Torque tubes shall have threaded holes in the top suitable for lifting eyes sized for the weight of the torque tube when lifted at a 90 degree angle.

17. NAMEPLATES:

Corrosion-resistant nameplates shall be provided. There shall be one valve nameplate attached to the valve body, or for “buried” or “submerged” valves, attached to the valve actuator, extension bonnet, or support stand. The valve nameplates shall include the normal valve data and the serial number. There shall be one actuator nameplate attached to the valve actuator.

18. MANUFACTURE:

All valves furnished shall be the latest standard products of a manufacturer regularly engaged in the production of equipment of this nature for a period of at least 5 years.

19. DESCRIPTIVE DATA:

The bidder shall list the valve manufacturer and series or model, and actuator manufacturer and model or series. Non-compliance with this section of the proposal is considered good and sufficient cause for rejection of a bidder’s proposal.

20. TESTING:

The valve manufacturer shall test all valves according to AWWA C504 and shall furnish three certified copies of the reports on the Performance test, the Leakage test, and the Hydrostatic test.

If the valve is not functioning properly at the time of installation, the Manufacturer shall furnish a duly authorized service person to repair or adjust the valve to the satisfaction of the BOARD at no additional cost to the BOARD.

21. AFFIDAVIT OF COMPLIANCE:

The manufacturer of valves supplied under this Specification shall furnish an affidavit of compliance stating that all valves furnished comply with all applicable provisions of AWWA C504 as modified or supplemented herein. Calculations necessary to size operators shall be submitted to the BOARD upon request.

22. COATINGS:

A. INTERNAL SURFACES:

All internal ferrous surfaces except machined or bearing surfaces shall be prepared for coating by blasting to a "Near White Metal Finish" per SSPC-SP-10. These surfaces shall then be coated with a two-part thermosetting polyamide epoxy in two or more uniform coats, or with fusion bonded epoxy, to a minimum dry film thickness of 12 mils. Epoxy coating shall conform to AWWA C550 and shall be Amercoat 370, Amerlock 400, Tnemec Series 141F Pota-Pox 80, Corvel ECA-1626 or approved equal.

B. EXTERNAL SURFACES:

All external surfaces except machined or bearing surfaces shall be carefully prepared by removing all dirt, grease, and rust and shall be cleaned to the extent that the coating will bond to all surfaces.

For "buried" valves, the exterior of each valve except flange faces shall be shop coated with two coats of asphalt varnish, or shall be prepared and coated the same as the internal surfaces.

For "in-plant" valves, the exterior of each valve except flange faces shall be shop coated with one coat of polyamide anti-corrosive epoxy primer to a dry film thickness of not less than 3 mils.

For "submerged" valves, torque tubes and actuator support stands, the external surfaces shall be prepared and coated the same as the internal surfaces.

**Recycled Water System Valves:** The operating nut for "buried" valves shall be painted purple, matching in color to Pantone 2577U.

Flange faces shall be shop coated with a rust preventive compound, Houghton "Rust-Veto 344", or Rust-Oleum "R-9".

After above painting is completed, a lubricant compatible with the rubber seal shall be applied to surface of this seal and the mating metal surface to prevent bonding of the two surfaces during shipment and storage. Following application of the seal lubricant, the valve disk shall be placed in a slightly open position for shipment.

23. VALVE ASSEMBLY:

All “buried” and “in-plant” valves shall be shipped fully assembled. The assembled valves shall be performance tested in accordance with AWWA C504. “Submerged” valves shall be assembled in the manufacturer’s shop such that the torque tube is assembled to the valve shaft and the actuator/stem adapter is mounted to the torque tube to ensure proper fit. If the “submerged” valves are to be disassembled for shipment, the manufacturer shall match-mark all parts for assembly in the field by the OWNER. The torque tube connection to the valve shaft and the actuator shall also be “scribed” or otherwise marked to indicate relative orientation between the parts for field assembly.

All valves and their respective parts shall be identified by their Tag or Catalog Number as indicated in the Bill of Material. The Numbers shall be on the valve nameplates or on separate waterproof tags attached to the valves.

24. APPROVED MANUFACTURERS:

The following manufacturers have been approved for supplying AWWA Butterfly Valves to the BOARD:

Mueller  
Pratt  
Rodney Hunt  
DeZurik  
Val-Matic

**NOTE:** Questions or comments concerning the Specifications should be directed to the attention of Mr. David Stone, Chief Mechanical Engineer, 1600 West 12<sup>th</sup> Avenue, Denver, Colorado 80204, telephone 303-628-6655, or e-mail [david.stone@denverwater.org](mailto:david.stone@denverwater.org).

BILL OF MATERIAL  
FOR  
BUTTERFLY VALVES AND ACTUATORS  
Bidders' Proposal No. 13513A

Item	Description	Quantity	U/M	Brand Pref	Mfr Name*	Mfr/Model or Part No.*
1	Butterfly Valve, 36", Class 150B with Electrical Actuator, In Plant, 240 Volt, 1-Phase/60-120 seconds operating time. STANDARD/OPEN RIGHT. See Specifications.	1	EACH	BRAND NAME ONLY	See Specifications	NON-STOCK ITEM
2	Butterfly Valve, 60", Class 150B with Manual Actuator, Buried Service. STANDARD/OPEN RIGHT.	1	EACH	BRAND NAME ONLY	See Specifications	DW Catalog #VB00027
3	Butterfly Valve, 24", Class 150B with Manual Actuators, Buried Service. RECYCLED SYSTEM/OPEN LEFT.	8	EACH	BRAND NAME ONLY	See Specifications	DW Catalog #VB20794
4	Butterfly Valve, 30", Class 150B with Manual Actuators, Buried Service. RECYCLED SYSTEM/OPEN LEFT.	1	EACH	BRAND NAME ONLY	See Specifications	DW Catalog #VB20795

PROPOSAL  
FOR  
BUTTERFLY VALVES AND ACTUATORS  
Bidders' Proposal No. 13513A

The undersigned Bidder, \_\_\_\_\_  
(Name of Firm)

("Contractor"), hereby offers to supply to the City and County of Denver, acting by and through its Board of Water Commissioners ("Board"), the materials set forth in the BILL OF MATERIAL and SPECIFICATIONS in accordance with the terms and conditions contained in the Contract Documents.

1. The Contract Documents, incorporated herein by reference, consist of the Invitation for Bids, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Bill of Material, Proposal, TIN, Acceptance and any Addenda issued by the Board. No one part of the Contract Documents shall constitute the Contract, but the whole taken together shall be the Contract between the parties.
  
2. The price offered to supply the materials set forth in the BILL OF MATERIAL and the SPECIFICATIONS is the amount set opposite each item listed on the BILL OF MATERIAL, with a total price of \_\_\_\_\_ for all items Bid. A cash discount of \_\_\_\_\_% is available upon the following conditions:

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3. The Board will pay for all items purchased as set forth in the Contract Documents.
  
4. The Contractor shall deliver all items purchased under the Contract in accordance with the Contract Documents.

PROPOSAL  
(continued)

IN WITNESS WHEREOF this proposal is made this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_:

Name of Firm: \_\_\_\_\_

By signing below, the signer certifies that he or she is authorized to accept and bind the Contractor to the terms of this Proposal and the Contract.

By \_\_\_\_\_  
(Signature of Authorized Agent)

\_\_\_\_\_  
(Print or Type Name of Authorized Agent)

Permanent mailing address of Authorized Agent:

Telephone No. \_\_\_\_\_

\_\_\_\_\_  
Street address or P.O. Box

Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

\_\_\_\_\_  
City State Zip Code

Bidder's status: Individual/sole proprietor

Corporation of the state of \_\_\_\_\_

Partnership or joint venture

Other \_\_\_\_\_

Owner of Firm: \_\_\_\_\_

BOARD'S ACCEPTANCE  
FOR  
BUTTERFLY VALVES AND ACTUATORS  
Bidders' Proposal No. 13513A

The CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, hereby accepts the offer of:

\_\_\_\_\_  
(Name of Firm)

Check:

- Individual/sole proprietor
- Corporation
- Partnership
- Small Business Enterprise (Certified SBE)
- Other \_\_\_\_\_

To provide those items listed in the BILL OF MATERIAL under the terms and conditions contained in Contractor's PROPOSAL. The purchase price shall be the amount set opposite each item listed on the BILL OF MATERIAL THAT HAS BEEN MARKED WITH THE ACCEPTANCE STAMP of the BOARD OF WATER COMMISSIONERS, for a total purchase price for all items of:

\_\_\_\_\_ dollars.

Dated at Denver, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY AND COUNTY OF DENVER,  
acting by and through its  
BOARD OF WATER COMMISSIONERS

By \_\_\_\_\_  
Manager of Purchasing/Designee

REGISTERED AND COUNTERSIGNED:  
AUDITOR, CITY AND COUNTY OF DENVER

By: \_\_\_\_\_