

City of Fort Collins

Bid Proposal

**BID 5938
LP Conduit PVC
(2", 4", 5")**

BID DATE: 2:00 P.M. (Our clock) September 23, 2005

**CITY OF FORT COLLINS
INVITATION TO BID
BID #5938**

Sealed bids will be received and publicly opened at the office of the Director Of Purchasing and Risk Management, PO Box 580, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80524, at the time and date noted on the bid proposal and/or contract documents. If delivered, they are to be delivered to 215 North Mason Street, 2nd Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

Bids must be received at the Purchasing Office prior to 2:00p.m. (Our Clock), September 23, 2005.

Special Instructions

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the City and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the City of Fort Collins' bidders list for a period of twelve months from the date of the opening. The City may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the City's specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the City prior to award of the bid.

Only bids properly received by the Purchasing Office will be accepted. All bids should be clearly identified by the bid number and bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the City.

Bids must be furnished exclusive of any federal excise tax, wherever applicable.

Bidders must be properly licensed and secure necessary permits wherever applicable.

Bidders not responding to this bid will be removed from our automated vendor listing for the subject commodities.

The City may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the City. The City reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities.

Sales prohibited/conflict of interest: no officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who

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has or is seeking to do business with the City of Fort Collins is prohibited.

Freight terms: unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal.

Discounts: any discounts allowed for prompt payment, etc., must be reflected in bid figures and not entered as separate pricing on the proposal form.

Purchasing restrictions: your authorized signature of this bid assures your firm's compliance with the City's purchasing restrictions. A copy of the resolutions are available for review in the Purchasing Office or the City Clerk's Office. Request Resolution 91-121 for cement restrictions.

Collusive or sham bids: any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid.

Bid results: for information regarding results for individual bids send a self-addressed, self-stamped envelope and a bid tally will be mailed to you. Bid results will be posted in our office 7 days after the bid opening.

James B. O'Neill II, CPPO, FNIGP
Director of Purchasing and Risk Management

09/12/01

FIRM NAME: _____

**CITY OF FORT COLLINS
BID PROPOSAL
BID NO. 5938**

BID DATE: 2:00 p.m. (Our clock) September 23, 2005

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR LP Conduit PVC (2", 4", 5") PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS.

QUANTITY:

DESCRIPTION:

195,840 FT

Yard Conduit, PVC, 2" X 20' overall length, 2.25" Min. Depth belled end .077" wall thickness per spec 366-200, Serial 02, REV G.

\$ _____ Ft. _____ Total

Mfr. _____ Mfr. # _____

Delivery in Weeks: _____

The items being bid meet or exceed the attached specifications. Yes _____ No _____. If not, please list exceptions (specifying paragraph reference number) on a separate sheet of paper and attach to your bid documents.

21,120 FT

Yard Conduit, PVC, 5" X 20' overall length, 5.0" Min. Depth belled end .126" wall thickness per spec 366-200, Serial 05, REV G.

\$ _____ Ft. _____ Total

Mfr. _____ Mfr. # _____

Delivery in Weeks: _____

The items being bid meet or exceed the attached specifications. Yes _____ No _____. If not, please list exceptions (specifying paragraph reference number) on a separate sheet of paper and attach to your bid documents.

Additional Pricing for anticipated (not guaranteed) order – first quarter of 2006

54,000 FT

Yard Conduit, PVC, 4" X 20' overall length, 4.0" Min. Depth belled end .154 wall thickness per spec 366-200, Serial 04, REV G.

\$ _____ Ft. _____ Total

Mfr. _____ Mfr. # _____

Delivery in Weeks: _____

The items being bid meet or exceed the attached specifications. Yes _____ No _____. If not, please list exceptions (specifying paragraph reference number) on a separate sheet of paper and attach to your bid documents.

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Delivery may be a consideration in bid award.

For purposes of warranty and service ONLY approved manufacturers or distributors authorized by an approved manufacturer to serve the Fort Collins area may bid.

At the option of the City of Fort Collins, 2" X 20' PVC Conduit, 4" X 20' PVC Conduit & 5" X 20' PVC Conduit may be purchased from this bid for a period of five (5) years after date of award, subject to satisfactory pricing and delivery and performance by the supplier.

*Any surcharges or additional costs shall be noted & included in bid submittal.

The City of Fort Collins reserves the right to split the bid in whatever percentages are most advantageous to the City.

SUPPLEMENTAL INSTRUCTIONS

Prices quoted must remain firm for a 30 day period after the opening date.

Freight terms: F.O.B. destination freight prepaid. All freight charges must be included in pricing submitted on proposal and not entered as separate pricing.

Any discount allowed by Vendor for prompt payment, etc. must be reflected in quoted figure, and not entered as separate pricing.

The City reserves the right to accept or reject any and all quotes.

Bidder not responding to the services requested in this bid shall be removed from our automated listing for: Not Applicable

Any questions or inquiries regarding this bid should be directed to:

Opal F. Dick, CPPO, Senior Buyer
(970) 221-6778

SIGNATURE AND TITLE TYPED OR PRINTED NAME AND TITLE

COMPANY NAME (AREA CODE) TELEPHONE NUMBER/FAX
NUMBER

ADDRESS: STREET, CITY, STATE, ZIP DATE

09/12/01

CITY OF FORT COLLINS

Light and Power Department
P.O. Box 580
Fort Collins, CO 80522

SPECIFICATION NO: 366-200

PLASTIC CONDUIT FOR UNDERGROUND INSTALLATION

APPROVED BY: _____
Tim M. Sagen
Standards Engineering Manager

DATE: 3/20/87

REVISED: 5/5/99

ITEMS COVERED BY THIS SPECIFICATION			
DESCRIPTION	ASTM REFERENCE	SERIAL	STORE'S NO.
2" P.V.C. Conduit	DB 120	02	6535-1081
4" P.V.C. Conduit	DB 120	04	6541-1120
5" P.V.C. Conduit	EB 35	05	6543-1142

PREVIOUS REVISION DESCRIPTIONS ON FILE

REVISION DESCRIPTION	CHANGE NOTICE	APPROVED
REVISION D : Add Appendix A, Approved Manufacturers	N/A	S. Coram Tim Sagen 3-12-92
REVISION E : Update Appendix A, Remove Condux	N/A	S. Coram Tim Sagen 3-10-94
REVISION F : Update Appendix A, Change Manufacturer (Quail Plastics to NAPCO)	N/A	O. Dick Tim Sagen 3/4/97
REVISION G : Change 4" conduit to DB 120, wall thickness 0.154	N/A	Tim Sagen 5/26/99

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SPECIFICATION FOR PLASTIC CONDUIT

SPEC. #366-200

1 SCOPE

This Specification establishes the minimum requirements for 2", 4", and 5" plastic conduit to be used with electric power conductors and cables for aboveground use indoors or outdoors exposed to weather and sunlight at 5,000 feet altitude, and for underground use by direct burial or encasement in concrete.

2 APPLICABLE DOCUMENTS

This Specification is in accordance with the requirements of ASTM F512, titled "Standard Specification for Smoothwall Poly(vinyl Chloride) (PVC) Conduit and Fittings for Underground Installation", with exceptions as noted in the following paragraphs.

3 REQUIREMENTS

3.1 GENERAL REQUIREMENTS FOR DESIGN

All conduit furnished under this Specification shall, unless otherwise specified, comply with ASTM F512. In case of conflict, the requirements of the following documents shall apply in the priority shown:

This Specification.
ASTM F512.
Other referenced standards.

3.1.1 MATERIAL

Conduit furnished under this Specification shall be made of virgin polyvinyl-chloride (PVC) compound conforming to ASTM D1784 with the minimum cell classification shown in Table I of this Specification. Chemical resistance shall be in accordance with ASTM D1784, suffix A or B.

ASTM D1784 Designation Order No.	Property and Unit	Value	ASTM Test Method	Minimum ASTM D1784 Cell Classification Cell Limit No.
1	Base resin homopolymer	Poly (vinyl chloride)	NA	1
2	Impact strength (Izod)min ft-lb/in. of notch	0.65	D256	2
3	Tensile strength, min psi	5,000	D638	2
4	Modulus of elasticity in tension, min psi	500,000	D638	>6
5	Deflection Temperature under load, min 264 psi deg. F	158	D648	4
-	Flexural strength min psi	13,000	D790	-

3.1.2 COMPOUND

Virgin compound is defined as compound, which has not previously been used to make another product. Reworked material is defined as clean reground or repelletized materials generated from a manufacturer's own conduit extrusion, and used by the same manufacturer who generates it. Clean is considered to exclude anything foreign to the specific compound designated by the manufacturer for use under this Specification. Rework material may be used provided that the conduit or fittings produced meet all of the requirements of this Specification.

3.1.3 CONDUIT TYPE

Conduit type shall be as specified in Specific Requirements for Design.

3.1.4 WORKMANSHIP

The conduit shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The conduit bore shall be smooth and free from blisters, nicks or other imperfections which could mar conductors or cables.

3.1.5 SUNLIGHT RESISTANCE/COLOR

The conduit shall contain titanium dioxide pigment to produce a white color with a reflective factor of greater than eighty percent to allow outdoor storage and/or installation at 5,000 feet altitude for an indefinite period without deterioration.

3.1.6 LENGTH

Conduit shall be in lengths of twenty feet overall including integral bell. Tolerance of length shall be \pm one inch (\pm 25 mm).

3.2 SPECIFIC REQUIREMENTS FOR DESIGN

3.2.1 CONDUIT DIMENSIONS AND TOLERANCES

Dimensions, tolerances and pipe stiffness shall be in accordance with Table II of this Specification. Wall thicknesses shown in Table II are based on a minimum modulus of 500,000 psi.

Serial Number	Nominal Size (in.)	ASTM Type	Wall Thickness Min. In.	Average Outside Dia. Inches	Out-of-Round
366-200-02	2	DB 120	0.077	2.375 \pm .006	0.038
366-200-04	4	DB 120	0.154	4.497 \pm .006	0.082
366-200-05	5	EB 35	0.126	5.563 \pm .010	0.082

*Shaded items deviate from ASTM F512

3.2.2 BELLED ENDS

Each length of conduit shall have an integral belled end. Glued couplings are specifically prohibited. Belled end dimensions shall be based on the clearance fit system defined in Table 2 of ASTM F512 except socket depth and out-of-round requirements shall be in accordance with Table III of this Specification. Belled ends shall be centered on the longitudinal axis to provide a visible shoulder around the entire circumference of the conduit. Both ends of each length of the conduit shall be perpendicular to the longitudinal axis of the conduit, i.e., both ends shall be square cut.

Nominal Size Inches	Socket Entrance Inside Dia. Inches	Socket Bottom Inside Dia. Inches	Socket Depth Inches		Out-of-Round Tolerance Inches
			Min.	Max.	
2	2.400 ± 0.006	2.381 ± 0.006	2.250	2.500	0.038
4	4.544 ± 0.009	4.509 ± 0.009	4.000	4.250	0.082
5	5.614 ± 0.010	5.573 ± 0.010	5.000	5.250	0.082

*Shaded items deviate from ASTM F512

4 QUALITY ASSURANCE

4.1 RESPONSIBILITY FOR INSPECTION

Unless otherwise specified, the vendor is responsible for the performance of all tests and inspection requirements specified herein. Except as otherwise specified, the vendor may utilize his own facilities or any commercial laboratory acceptable to the City of Fort Collins. The City reserves the right to perform or witness any of the tests and inspections set forth in this Specification, where such inspections are deemed necessary.

If the City, upon receipt of the conduit, deems it necessary to have an independent laboratory perform tests and inspections set forth in this Specification, the manufacturer shall be responsible for all fees incurred in testing if any requirement of the specifications is not met and/or test results for that lot or shipment are not consistent with the manufacturer's certified test results.

4.2 REQUIREMENTS AND TEST METHODS

4.2.1 COMPOUND TESTS

All the tests required by ASTM D1784, except the chemical resistance test, shall be made on a compound sample from each new lot or batch. The average value for all the tests made on each batch or lot shall comply with the requirements of paragraph 3.1.1 of this Specification and shall be reported in the certified test report. The chemical resistance test shall be performed annually or when compound suppliers are changed and test results shall be included in the certified test report.

4.2.2 SUNLIGHT RESISTANCE TESTS

Evidence that the compound being used has been qualified in accordance with all tests required by Paragraph 17 of UL 651 shall be included in the certified test report.

4.2.3 PERFORMANCE TESTS

Conduit furnished under this Specification shall pass all tests required by and performed in accordance with ASTM F512 except 2-inch conduit shall have a minimum impact resistance of 40-foot-pounds at 32°F (0°C).

4.2.4 EXTRUSION QUALITY TEST

The extrusion quality shall be determined by immersion in anhydrous acetone in accordance with ASTM D2152. Finished duct shall not flake or disintegrate when subjected to this test.

4.2.5 CERTIFICATION

The manufacturer shall furnish to the purchaser certified copies of the results of the tests on each lot or shipment and size of conduit ordered, prior to payment. The certified test report shall state the lot or control number and manufacturer of compound used and shall give specific test values for compound tests, stiffness test, and tests having other than a simple Pass/Fail result. Any conduit tested by the City that does not yield results consistent with the certified test reports for that lot or shipment will be sufficient reason for rejection of the entire lot or shipment. City of Fort Collins purchase order number shall be noted on the first page of each report. Copies shall be sent to the Design section of Fort Collins Light & Power. Unsigned copies are not acceptable even if accompanied by a signed cover letter.

5 PREPARATION FOR DELIVERY

Conduit shall be bundled by individual size into units suitable for shipping and stacked storage.

To protect the bells from deformation caused by pressure from adjacent conduits, each bundle shall be assembled such that bells are all at the same end of the bundle with the bell ends of alternating layers recessed at least the full length of the bells in adjacent layers. The bundles shall be secured using two steel bands with 2" x 4" minimum wooden boards under the bands, sets of bands and boards to be spaced appropriately along the length of the bundle forming adequate crate frames to provide the vertical stacking, frame to frame, to minimize stacked storage deformation with the stack height up to ten feet. Direct contact between the steel bands and the conduit anywhere on the perimeter of the bundle is expressly prohibited.

Bundles shall be shipped on an open bed truck.

APPENDIX A

Conduit purchased under this Specification shall be of the manufacturers shown below. Manufacturers not listed below may submit written proposals demonstrating compliance with these Specifications for consideration of addition to the accepted manufacturers list prior to the next request for bids. In addition to inclusion on the list below, manufacturer's conduit must also satisfy all requirements of this Specification to be acceptable.

MANUFACTURER

Can-Tex

Certainteed

North American Pipe Corporation (NAPCO)

Purchase Order Terms and Conditions

1. COMMERCIAL DETAILS.

Invoice Address: To ensure prompt Payment mail invoices in duplicate to:
City of Fort Collins Accounting Division
P.O. Box 580
Fort Collins, CO 80522

Tax exemptions. By statute the City of Fort Collins is exempt from state and local taxes. Our Exemption Number is 98-04502. Federal Excise Tax Exemption Certificate of Registry 84-6000587 is registered with the Collector of Internal Revenue, Denver, Colorado (Ref. Colorado Revised Statutes 1973, Chapter 39-26, 114 (a).

Goods Rejected. GOODS REJECTED due to failure to meet specifications, either when shipped or due to defects of damage in transit, may be returned to you for credit and are not to be replaced except upon receipt of written instructions from the City of Fort Collins.

Inspection. GOODS are subject to the City of Fort Collins inspection on arrival.

Final Acceptance. Receipt of the merchandise, services or equipment in response to this order can result in authorized payment on the part of the City of Fort Collins. However, it is to be understood that FINAL ACCEPTANCE is dependent upon completion of all applicable required inspection procedures.

Freight Terms. Shipments must be F.O.B., City of Fort Collins, 700 Wood St., Fort Collins, CO 80522, unless otherwise specified on this order. If permission is given to prepay freight and charge separately, the original freight bill must accompany invoice. Additional charges for packing will not be accepted.

Shipment Distance. Where manufacturers have distributing points in various parts of the country, shipment is expected from the nearest distribution point to destination, and excess freight will be deducted from invoice when shipments are made from greater distance.

Permits. Seller shall procure at sellers sole cost all necessary permits, certificates and licenses required by all applicable laws, regulations, ordinances and rules of the state, municipality, territory or political subdivision where the work is performed, or required by any other duly constituted public authority having jurisdiction over the work of vendor. Seller further agrees to hold the City of Fort Collins harmless from and against all liability and loss incurred by them by reason of an asserted or established violation of any such laws, regulations, ordinances, rules and requirements.

Authorization. All parties to this contract agree that the representatives are, in fact, bona fide and possess full and complete authority to bind said parties.

LIMITATION OF TERMS. This Purchase Order expressly limits acceptance to the terms and conditions stated herein set forth and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

2. DELIVERY.

PLEASE ADVISE PURCHASING AGENT immediately if you cannot make complete shipment to arrive on your promised delivery date as noted. Time is of the essence. Delivery and performance must be effected within the time stated on the purchase order and the documents attached hereto. No acts of the Purchasers including, without limitation, acceptance of partial late deliveries, shall operate as a waiver of this provision. In the event of any delay, the Purchaser shall have, in addition to other legal and equitable remedies, the option of placing this order elsewhere and holding the Seller liable for damages. However, the Seller shall not be liable for damages as a result of delays due to causes not reasonably foreseeable which are beyond its reasonable control and without its fault of negligence, such acts of God, acts of civil or military authorities, governmental priorities, fires, strikes, flood, epidemics, wars or riots provided that notice of the conditions causing such delay is given to the Purchaser within five (5) days of the time when the Seller first received knowledge thereof. In the event of any such delay, the date of delivery shall be extended for the period equal to the time actually lost by reason of the delay.

3. WARRANTY.

The Seller warrants that all goods, articles, materials and work covered by this order will conform with applicable drawings, specifications, samples and/or other descriptions given, will be fit for the purposes intended, and performed with the highest degree of care and competence in accordance with accepted standards for work of a similar nature. The Seller agrees to hold the purchaser harmless from any loss, damage or expense which the Purchaser may suffer or incur on account of the Sellers breach of warranty. The Seller shall replace, repair or make good, without cost to the purchaser, any defects or faults arising within one (1) year or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty provided by the Seller after the date of acceptance of the goods furnished hereunder (acceptance not to be unreasonably delayed), resulting from imperfect or defective work done or materials furnished by the Seller. Acceptance or use of goods by the Purchaser shall not constitute a waiver of any claim under this warranty. Except as otherwise provided in this purchase order, the Sellers liability hereunder shall extend to all damages proximately caused by the breach of any of the foregoing warranties or guarantees, but such liability shall in no event include loss of profits or loss of use. NO IMPLIED WARRANTY OR MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY.

4. CHANGES IN LEGAL TERMS.

The Purchaser may make changes to legal terms by written change order.

5. CHANGES IN COMMERCIAL TERMS.

The Purchaser may make any changes to the terms, other than legal terms, including additions to or deletions from the quantities originally ordered in the specifications or drawings, by verbal or written change order. If any such change affects the amount due or the time of performance hereunder, an equitable adjustment shall be made.

6. TERMINATIONS.

The Purchaser may at any time by written change order, terminate this agreement as to any or all portions of the goods then not shipped, subject to any equitable adjustment between the parties as to any work or materials then in progress provided that the Purchaser shall not be liable for any claims for anticipated profits on the uncompleted portion of the goods and/or work, for incidental or consequential damages, and that no such adjustment be made in favor of the Seller with respect to any goods which are the Sellers standard stock. No such termination shall relieve the Purchaser or the Seller of any of their obligations as to any goods delivered hereunder.

7. CLAIMS FOR ADJUSTMENT.

Any claim for adjustment must be asserted within thirty (30) days from the date the change or termination is ordered.

8. COMPLIANCE WITH LAW.

The Seller warrants that all goods sold hereunder shall have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations to which the goods are subject. The Seller shall execute and deliver such documents as may be required to effect or evidence compliance. All laws and regulations required to be incorporated in agreements of this character are hereby incorporated herein by this reference. The Seller agrees to indemnify and hold the Purchaser harmless from all costs and damages suffered by the Purchaser as a result of the Sellers failure to comply with such law.

9. ASSIGNMENT.

Neither party shall assign, transfer, or convey this order, or any monies due or to become due hereunder without the prior written consent of the other party.

10. TITLE.

The Seller warrants full, clear and unrestricted title to the Purchaser for all equipment, materials, and items furnished in performance of this agreement, free and clear of any and all liens, restrictions, reservations, security interest encumbrances and claims of others.

11. NONWAIVER.

Failure of the Purchaser to insist upon strict performance of the terms and conditions hereof, failure or delay to exercise any rights or remedies provided herein or by law, failure to promptly notify the Seller in the event of a breach, the

acceptance of or payment for goods hereunder or approval of the design, shall not release the Seller of any of the warranties or obligations of this purchase order and shall not be deemed a waiver of any right of the purchaser to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, as to any prior or subsequent default hereunder, nor shall any purported oral modification or rescission of this purchase order by the Purchaser operate as a waiver of the terms hereof.

12. ASSIGNMENT OF ANTI-TRUST CLAIMS.

Seller and the Purchaser recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the Purchaser. Therefore, for good cause and as consideration for executing this purchase order, the Seller hereby assigns to the Purchaser any and all claims it may now have or hereafter acquired under federal or state anti-trust laws for such overcharges relating to the particular goods or services purchased or acquired by the Purchaser pursuant to this purchase order.

13. PURCHASERS PERFORMANCE OF SELLERS OBLIGATIONS.

If the Purchaser directs the Seller to correct nonconforming or defective goods by a date to be agreed upon by the Purchaser and the Seller, and the Seller thereafter indicates its inability or unwillingness to comply, the Purchaser may cause the work to be performed by the most expeditious means available to it, and the Seller shall pay all costs associated with such work.

The Seller shall release the Purchaser and its contractors of any tier from all liability and claims of any nature resulting from the performance of such work.

This release shall apply even in the event of fault of negligence of the party released and shall extend to the directors, officers and employees of such party.

The Seller's contractual obligations, including warranty, shall not be deemed to be reduced, in any way, because such work is performed or caused to be performed by the Purchaser.

14. PATENTS.

Whenever the Seller is required to use any design, device, material or process covered by letter, patent, trademark or copyright, the Seller shall indemnify and save harmless the Purchaser from any and all claims for infringement by reason of the use of such patented design, device, material or process in connection with the contract, and shall indemnify the Purchaser for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution or after the completion of the work. In case said equipment, or any part thereof or the intended use of the goods, is in such suit held to constitute infringement and the use of said equipment or part is enjoined, the Seller shall, at its own expense and at its option, either procure for the Purchaser the right to continue using said equipment or parts, replace the same with substantially equal but non-infringing equipment, or modify it so it becomes non-infringing.

15. INSOLVENCY.

If the Seller shall become insolvent or bankrupt, make an assignment for the benefit of creditors, appoint a receiver or trustee for any of the Sellers property or business, this order may forthwith be canceled by the Purchaser without liability.

16. GOVERNING LAW.

The definitions of terms used or the interpretation of the agreement and the rights of all parties hereunder shall be construed under and governed by the laws of the State of Colorado, USA.

The following Additional Conditions apply only in cases where the Seller is to perform work hereunder, including the services of Sellers Representative(s), on the premises of others.

17. SELLERS RESPONSIBILITY.

The Seller shall carry on said work at Seller's own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before Seller's final completion and acceptance, complete the work at Seller's own expense and to the satisfaction of the Purchaser. When materials and equipment are furnished by others for installation or erection by the Seller, the Seller shall receive, unload, store and handle same at the site and become responsible therefore as though such materials and/or equipment were being furnished by the Seller under the order.

18. INSURANCE.

The Seller shall, at his own expense, provide for the payment of workers compensation, including occupational disease benefits, to its employees employed on or in connection with the work covered by this purchase order, and/or to their dependents in accordance with the laws of the state in which the work is to be done. The Seller shall also carry comprehensive general liability including, but not limited to, contractual and automobile public liability insurance with bodily injury and death limits of at least \$300,000 for any one person, \$500,000 for any one accident and property damage limit per accident of \$400,000. The Seller shall likewise require his contractors, if any, to provide for such compensation and insurance. Before any of the Sellers or his contractors employees shall do any work upon the premises of others, the Seller shall furnish the Purchaser with a certificate that such compensation and insurance have been provided. Such certificates shall specify the date when such compensation and insurance have been provided. Such certificates shall specify the date when such compensation and insurance expires. The Seller agrees that such compensation and insurance shall be maintained until after the entire work is completed and accepted.

19. PROTECTION AGAINST ACCIDENTS AND DAMAGES.

The Seller hereby assumes the entire responsibility and liability for any and all damage, loss or injury of any kind or nature whatsoever to persons or property caused by or resulting from the execution of the work provided for in this purchase order or in connection herewith. The Seller will indemnify and hold harmless the Purchaser and any or all of the Purchasers officers, agents and employees from and against any and all claims, losses, damages, charges or expenses, whether direct or indirect, and whether to persons or property to which the Purchaser may be put or subjected by reason of any act, action, neglect, omission or default on the part of the Seller, any of his contractors, or any of the Sellers or contractors officers, agents or employees. In case any suit or other proceedings shall be brought against the Purchaser, or its officers, agents or employees at any time on account or by reason of any act, action, neglect, omission or default of the Seller of any of his contractors or any of its or their officers, agents or employees as aforesaid, the Seller hereby agrees to assume the defense thereof and to defend the same at the Sellers own expense, to pay any and all costs, charges, attorneys fees and other expenses, any and all judgments that may be incurred by or obtained against the Purchaser or any of its or their officers, agents or employees in such suits or other proceedings, and in case judgment or other lien be placed upon or obtained against the property of the Purchaser, or said parties in or as a result of such suits or other proceedings, the Seller will at once cause the same to be dissolved and discharged by giving bond or otherwise. The Seller and his contractors shall take all safety precautions, furnish and install all guards necessary for the prevention of accidents, comply with all laws and regulations with regard to safety including, but without limitation, the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto.

9/90

Revised 11/91