

# Master Purchase Order

|                                       |   |                       |              |  |  |
|---------------------------------------|---|-----------------------|--------------|--|--|
| <b>DO NOT INVOICE TO THIS ADDRESS</b> | <br><b>DENVER</b><br><small>THE MILE HIGH CITY</small> | Supplier Contract No. | 00002912     |  |  |
| City & County of Denver               |   | Date:                 | 3/29/2018    | Revision No.                               |  |
| Purchasing Division                   |   | Payment Terms         | NET 30       | Ordinance <small>(as applicable)</small> : |  |
| 201 West Colfax Avenue, Dept. 304     |   | Freight Terms         | DESTINATION  |  |  |
| Denver, CO 80202                      |   | Ship Via              |              |  |  |
| United States                         |   | Buyer:                | Maggie Baker |  |  |
| Phone: 720-913-8100 Fax: 720-913-8101 |   | Phone:                | 720-913-8151 |  |  |

SACHS-LAWLOR COMPANY  
 1717 S ACOMA ST  
 DENVER, CO 80223, UNITED STATES  
 Attn: DAVID GAMEL  
 david@artcraftsign.com  
 Colorado Secretary of State ID: 19871295171  
 U.S. Federal SAM Registry Verification Date: 03/29/2018

Ship To: Various locations throughout the City and County of Denver  
  
 Bill To: As Specified by Agency

**1. Goods/Services:**

SACHS-LAWLOR COMPANY, a Colorado Corporation, ("Supplier") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

**2. Ordering:**

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

**3. Pricing:**

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

**4. Extension or Renewal:**

The effective period of this Master Purchase Order shall be from state of City signature to and including April 4, 2022. It is also a specific provision of this Master Purchase Order that the City and the Supplier may mutually agree to renew and continue this Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than one (1) yearly extensions shall be made to the original Master Purchase Order.

**5. Non-Exclusive:**

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

**6. Inspection and Acceptance:**

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Supplier shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Supplier from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Supplier's expense; or (3) reject and return the goods at Supplier's cost and/or reject the services at Supplier's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Supplier shall perform all services in accordance with the standard of care exercised by highly competent Suppliers who perform like or similar services.

**7. Shipping, Taxes and Other Credits and Charges:**

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Supplier's name, the Master Purchase Order number, and contain a delivery or packing slip. Supplier shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Supplier shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Supplier shall comply with any additional delivery terms specified herein. Supplier shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law.

Supplier shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Supplier shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Supplier shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

**8. Risk of Loss:**

Supplier shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Supplier from any obligation hereunder.

**9. Invoice:**

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

**10. Payment:**

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of Seven Hundred Thousand (\$700,000.00). The Supplier acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Supplier's invoice and paid into the Treasury of City. Supplier acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may set off against any payments due to Supplier any claims and/or credits it may have against Supplier under this Master Purchase Order.

**11. Amendments/Changes:**

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Supplier shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Supplier's risk. The Supplier has no authority to bind City on any contractual matters.

**12. Warranty:**

Supplier warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used and that any professional services associated with the goods, or standalone professional services under \$10,000, shall be performed in a workmanlike and professional manner with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Supplier shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Supplier shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Supplier shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

**13. Indemnification/Limitation of Liability:**

Supplier shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent,

trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Supplier, its agents, suppliers, employees, or representatives. Supplier's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

**14. Termination:**

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Supplier. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Supplier acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Supplier.

**15. Interference:**

Supplier shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Supplier's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

**16. Venue, Choice of Law and Disputes:**

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

**17. Assignment/No Third-Party Beneficiary:**

Supplier shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Supplier shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Supplier with no third-party beneficiaries

**18. Notice:**

Notices shall be made by Supplier to the Director of Purchasing and by City to Supplier at the addresses provided herein, in writing sent registered, return receipt requested.

**19. Compliance with Laws:**

Supplier shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Supplier or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

**20. Insurance:**

Supplier shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Supplier shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties

identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Supplier. Supplier shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Supplier. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Supplier shall provide a copy of this Master Purchase Order to its insurance agent or broker. Supplier may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Supplier's breach of this Master Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Supplier's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Supplier's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Master Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Supplier. Supplier shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Supplier shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Supplier shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Supplier expressly represents to City, as a material representation upon which City is relying, that none of the Supplier's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall affect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Supplier shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Supplier shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Supplier must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**21. Severability:**

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Supplier can be fulfilled.

**22. Survival:**

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Supplier's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

**23. No Construction Against Drafting Party:**

No provision of this Master Purchase Order shall be construed against the drafter.

**24. Status of Supplier/Ownership of Work Product:**

Supplier is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Supplier and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Supplier shall become and are the property of City, without restriction.

**25. Records and Audits:**

Supplier shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Supplier involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

**26. Remedies/Waiver:**

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

**27. No Discrimination in Employment:**

Supplier shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Supplier shall insert the foregoing provision in any subcontracts hereunder.

**28. Use, Possession or Sale of Alcohol or Drugs:**

Supplier shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Supplier from City facilities or from participating in City operations.

**29. Conflict of Interest:**

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Supplier shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**30. Advertising and Public Disclosure:**

The Supplier shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Supplier's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

**31. No Employment of Illegal Aliens to Perform Work Under the Agreement:**

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to

use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

### 32. Prevailing Wages

This Master Purchase Order shall be subject to the following provisions concerning prevailing wages.

The Vendor and every subcontractor under this contract shall:

- a. Pay every worker, mechanic and laborer employed under this purchase order or contractual agreement not less than the scale of wages as determined by the Career Service Board under subsection (c) of Section 20-76 of the Revised Municipal Code.
- b. Pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications.
- c. Post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.
- d. Furnish the Auditor each week during which work is in progress under the purchase order or contractual agreement, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of each such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers, or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor have been paid the prevailing wages as set forth in the contract specifications.

If the vendor or any subcontractor shall fail to pay such wages as are required by the purchase order or contractual agreement, the Auditor shall not approve any warrant or demand for payment to the vendor until the vendor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the purchase order or contractual agreement have been paid.

If any laborers, worker or mechanic employed by the vendor or any subcontractor under the purchase order or contractual agreement has been or is being paid a rate of wages less than the rate of wages required by the

purchase order or contractual agreement to be paid as aforesaid, the City may, by written notice to the vendor, suspend or terminate the vendor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages and, in the event of termination, may prosecute the work to completion by contract or otherwise, and the vendor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

Information as to forms and other requirements concerning prevailing wages may be obtained from the City Auditor's office, Prevailing Wage Section, 201 West Colfax, Denver, CO 80202, telephone 720-913-5009.

### 33. FEDERAL PROVISIONS:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Supplier agrees to the applicable provisions set out below. The Supplier shall be responsible for determining which terms are applicable to its products and/or services.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Contractor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING**. If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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This Master Purchase Order is acknowledged and agreed to by:

City & County of Denver, Purchasing Division

Supplier Name: SACHS LAWLOR COMPANY  
(Company Name)

By: [Signature]  
(Authorized Signature)

Print Name: DAVID CAMEL

Title: PRESIDENT

Date: 4-9-18

By: Maggie Baker

Print Name: Maggie Baker

Title: Buyer

Date: 4/10/2018

Supervisor Initial: \_\_\_\_\_

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EXHIBIT "A"

Supplier: SACHS-LAWLOR COMPANY dba ARTCRAFT SIGN CO.  
Supplier ID: DENVR0000000656  
Title: Parks Outdoor Signage – Design & Fabrication  
Solicitation No.: 0130A

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It is recommended that you use your Supplier Contract No.00002912, in all future correspondence and/or other communications.

SUPPLIER PERFORMANCE MANAGEMENT:

Awarded Suppliers are required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

**FOR GOODS**

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Percentage of items shipped from local stock
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders

**FOR SERVICES**

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Average response time after receipt of call from the City
- Average time for job completion

**SCOPE OF WORK:**

1. All sign faces are to be coated with Benjamin Moore Industrial Maintenance Coating, M74-00/M75 Aliphatic Acrylic Urethane Gloss Clear Finish, available at Guiry's Color Source and other Benjamin Moore stores.
2. Trail signage will be mounted through poles with ¼" vandal-resistant, corrosion resistant screws and nuts. No brackets will be accepted. Trail Signage Standards for Mounting Height of trail signs is as follows:  
MOUNTING HEIGHT: When the edge of any sign can be three feet from the nearest edge of trail, sidewalk or thoroughfare, the mounting height shall be five feet from the bottom of the sign to the level of the trail surface. If more than one sign is to be mounted on the same pole, mounting height shall be five feet from the bottom of the uppermost sign to the level of the trail surface. When the edge of any sign cannot be three feet from the nearest edge of trail, sidewalk or thoroughfare, mounting height shall be seven feet from the bottom of the lowermost sign to the level of the trail surface.
3. The unit costs for the following bid items shall include Lexan 090 covers attached to each sign face: Item No's 5b, 10, 11.
4. Drawings /Graphic Standards are contained in Attachment A and Attachment B.

5. When possible, the City is interested in environmentally preferable opportunities, including but not limited to: materials used for the manufacture of the signs, sign installation, recycling of signs after removal, etc. Proposers may indicate under Section C if they have options for using recycled materials, less-impactful manufacturing methods (e.g. low VOC paints, soy-based inks), using wood from an FSC certified forest, and/or recycling of materials after projects are complete, etc.

6. The Denver Parks and Recreation, Planning division will need custom signs designed and built for specific projects. Supplier shall provide an hourly price for design work and custom fabrication. The supplier shall follow the process outlined below:

- Design Costs: Each sign will require a submittal to DPR Planning of a pre-fabrication design layout, including message content, font, letter height, color, sizing, and any additional information requested ahead of time by DPR Planning. DPR Planning requires advanced approval of the pre-fabrication design layout before the process can continue. At the time of pre-fabrication design layout submittal, DPR will also require supplier to submit time cost associated with sign design.

- Material, Setup and Fabrication Costs: Clearly differentiate the cost of each category. For each sign, indicate unit costs for each specific sign. The assumed finishes and materials must be priced to meet the exact specs described in the design documents.

- Installation Services Costs: Supplier will submit installation costs of each custom sign. Installation services shall include, but not necessarily limited to: a. Storage & Delivery of Materials to/at Project Site b. All signage hardware per specs c. All labor to erect all signage components.

**ESTIMATED QUANTITIES:**

The City does not guarantee any quantity of item listed herein to be ordered during the coming year. However, for information only, consumption during the past year amounted to approximately \$120,000.

Dollar amounts listed are the Buyer's best estimate and do not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement of the materials specified in this proposal for the contract period.

Typical orders will be for Large and Small Park ID's notice double poles, traffic control signs, and trail signage. Individual orders may vary greatly.

**F.O.B. POINT:**

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to specified locations and properly installed as requested.

**WARRANTY GUARANTEE:**

Supplier shall be fully responsible for any and all warranty work, regardless of whether or not manufacturers of equipment, and/or its component parts, provide the actual warranty coverage. In addition, supplier shall have or establish a single, local source that will accomplish or coordinate any necessary warranty work. Supplier shall respond to requests for warranty assistance within twenty-four (24) hours.

**LAWS, REGULATIONS, TAXES AND PERMITS:**

The Supplier shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

The Supplier, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

Without limiting the foregoing, the Supplier shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

**EMERGENCY PURCHASES:**

The City and County of Denver reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the supplier.

**COOPERATIVE PURCHASING:**

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the supplier to any other governmental jurisdiction purchasing the same products.

The supplier(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

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## ITEMS AND PRICING:

| Item #                          | Description   | Unit of Measure | Installed Unit Price | Delivered Unit Price | Garanteed Delivery ARO (Calendar Days) |
|---------------------------------|---|-----------------|----------------------|----------------------|--|
| 1                               | Large Park ID   | Each            | \$ 5,058.00          | \$ 3,385.00          | 8-10 weeks after final proof approval. |
| 2                               | Small Park ID   | Each            | \$ 4,590.00          | \$ 2,980.00          | 8-10 weeks after final proof approval. |
| 3                               | Large Building ID   | Each            | \$ 2,680.00          | \$ 2,400.00          | 8-10 weeks after final proof approval. |
| 4                               | Small Building ID   | Each            | \$ 355.00            | \$ 275.00            | 8-10 weeks after final proof approval. |
| 5a                              | Notice, Double Pole (black on white background)   | Each            | \$ 1,240.00          | \$ 810.00            | 8-10 weeks after final proof approval. |
| 5b                              | Notice, Double Pole (three colors on white background)  | Each            | \$ 1,345.00          | \$ 880.00            | 8-10 weeks after final proof approval. |
| 6                               | Notice, Wall Mount  | Each            | \$ 445.00            | \$ 385.00            | 8-10 weeks after final proof approval. |
| 7                               | Traffic Control, Pole Mount (including 1 DOT sign)  | Each            | \$ 165.00            | \$ 95.00             | 4-6 weeks after final proof approval.  |
| 8                               | Large Traffic Control, Wall Mount   | Each            | \$ 42.00             | \$ 35.00             | 4-6 weeks after final proof approval.  |
| 9                               | Small Traffic Control, Wall Mount   | Each            | \$ 37.00             | \$ 29.00             | 4-6 weeks after final proof approval.  |
| 10                              | Bicycle Trail I.D. (including name sign, arrow and medallion)                                       | Each            | \$ 210.00            | \$ 130.00            | 4-6 weeks after final proof approval.  |
| 11                              | Large Warning, Wall Mount   | Each            | \$ 45.00             | \$ 30.00             | 4-6 weeks after final proof approval.  |
| 12                              | Small Warning, Wall Mount   | Each            | \$ 38.00             | \$ 27.00             | 4-6 weeks after final proof approval.  |
| 13                              | Specialty Sign  | Each            | \$ 570.00            | \$ 420.00            | 8-10 weeks after final proof approval. |
| 14                              | Permanent Bollard   | Each            | \$ 145.00            | \$ 65.00             | 4-6 weeks after final proof approval.  |
| 15                              | Interpretive Notice   | Each            | \$ 1,250.00          | \$ 840.00            | 8-10 weeks after final proof approval. |
| 16                              | Specialty Sign – Upright Interpretive   |                 | \$ 7,620.00          | \$ 5,885.00          | 8-10 weeks after final proof approval. |
| 17                              | Specialty Sign – 30 Degree Tilted   |                 | \$ 570.00            | \$ 420.00            | 8-10 weeks after final proof approval. |
| <b>Mountain Park Signs</b>      |   |                 |                      |                      |  |
| 24                              | Standard Park ID Sign - Mountain Parks  | Each            | \$ 5,650.00          | \$ 3,820.00          | 6-8 weeks after final proof approval.  |
| 25                              | Signature Park ID Sign – Mountain Parks   | Each            | \$ 3,900.00          | \$ 3,150.00          | 6-8 weeks after final proof approval.  |
| 26                              | Amenity Park ID Sign – Mountain Parks   | Each            | \$ 5,650.00          | \$ 3,820.00          | 6-8 weeks after final proof approval.  |
| 27                              | Pedestrian Park Orientation Sign – Mountain Parks   | Each            | \$ 5,390.00          | \$ 3,600.00          | 6-8 weeks after final proof approval.  |
| 28                              | Vehicular Park Orientation Sign – Mountain Parks  | Each            | \$ 6,285.00          | \$ 4,320.00          | 6-8 weeks after final proof approval.  |
| 29                              | Standard Park Informational Sign (24" x 30") – Mountain Parks                                       | Each            | \$ 665.00            | \$ 370.00            | 4-6 weeks after final proof approval.  |
| 30                              | Standard Park Informational Sign (18" x 24") – Mountain Parks                                       | Each            | \$ 660.00            | \$ 340.00            | 4-6 weeks after final proof approval.  |
| 31                              | Regulatory Park Informational Sign – Mountain Parks   | Each            | \$ 665.00            | \$ 370.00            | 4-6 weeks after final proof approval.  |
| 32                              | Directional Park Informational Sign – Mountain Parks  | Each            | \$ 665.00            | \$ 370.00            | 4-6 weeks after final proof approval.  |
| 33                              | Boundary Markers Park Informational Sign – Mountain Parks   | Each            | \$ 175.00            | \$ 120.00            | 4-6 weeks after final proof approval.  |
| 34                              | Trailhead Sign – Mountain Parks   | Each            | \$ 4,660.00          | \$ 3,110.00          | 6-8 weeks after final proof approval.  |
| 35                              | Trail Name / Directional Trail Sign (16" x 18") – Mountain Parks                                    | Each            | \$ 660.00            | \$ 340.00            | 4-6 weeks after final proof approval.  |
| 36                              | Trail Name / Directional Trail Sign (12" x 14") – Mountain Parks                                    | Each            | \$ 650.00            | \$ 340.00            | 4-6 weeks after final proof approval.  |
| 37                              | Trail Regulatory Markers – Mountain Parks   | Each            | \$ 580.00            | \$ 280.00            | 4-6 weeks after final proof approval.  |
| 38                              | Trail Regulatory Markers – Post w/ Placard – Mountain Parks   | Each            | \$ 640.00            | \$ 255.00            | 4-6 weeks after final proof approval.  |
| 39                              | Interpretive Signs – Size A with Decorative Frame – Mountain Parks                                  | Each            | \$ 2,545.00          | \$ 1,915.00          | 8-10 weeks after final proof approval. |
| 40                              | Interpretive Signs – Size A with Simple Frame – Mountain Parks                                      | Each            | \$ 2,140.00          | \$ 1,840.00          | 8-10 weeks after final proof approval. |
| 41                              | Interpretive Signs – Size B with Simple Frame – Mountain Parks                                      | Each            | \$ 2,080.00          | \$ 1,860.00          | 8-10 weeks after final proof approval. |
| 42                              | Interpretive Signs – Size C with Simple Backer Frame – Mountain Parks                               | Each            | \$ 1,145.00          | \$ 865.00            | 8-10 weeks after final proof approval. |
| <b>Materials</b>                |   |                 |                      |                      |  |
| 43a                             | Post Caps, Steel: (including all necessary hardware) 3" diameter                                    | Each            | \$ 5.00              | \$ 4.00              | 6-8 weeks after final proof approval.  |
| 43b                             | Post Caps, Steel: (including all necessary hardware) 6" diameter                                    | Each            | \$ 11.00             | \$ 9.00              | 3-4 weeks after receipt of order       |
| 43c                             | Post Caps, Steel: (including all necessary hardware) 8-5/8" diameter                                | Each            | \$ 13.00             | \$ 10.00             | 3-4 weeks after receipt of order       |
| 43d                             | Beveled Brace Bands, Steel: (including all necessary hardware) 3" Diameter 1" wide                  | Each            | \$ 3.00              | \$ 2.00              | 3-4 weeks after receipt of order       |
| 43e                             | Beveled Brace Bands, Steel: (including all necessary hardware) 8 5/8" diameter, 1" wide             | Each            | \$ 6.00              | \$ 5.00              | 3-4 weeks after receipt of order       |
| <b>Design</b>                   |   |                 |                      |                      |  |
| 44                              | Art Work Set Up Charge (for custom sign faces)  | Each            |                      | \$ 45.00             |  |
| 45                              | Design  | Hour            |                      | \$ 75.00             |  |
| <b>Repair and Refurbishment</b> |   |                 |                      |                      |  |
| 46                              | Refurbish Large Park Name Sign-sign faces and medallions only                                       |                 | \$ 985.00            | \$ 870.00            | 3-4 weeks after receipt of order       |
| 47                              | Refurbish Large Park Name Sign- replace steel sign posts  |                 | \$ 885.00            | \$ 490.00            | 3-4 weeks after receipt of order       |
| 48                              | Refurbish Standard Park Identification Sign- Mountain Parks-<br>Replace Pressure treated wood posts |                 | \$ 925.00            | \$ 570.00            | 3-4 weeks after receipt of order       |
| 49                              | Refurbish sign posts only - scrape and paint  |                 | \$ 580.00            |                      | 3-4 weeks after receipt of order       |
| 50                              | refurbish entire sign   |                 | \$ 2,230.00          |                      | 3-4 weeks after receipt of order       |
| 51                              | cost to move large name sign in to a new location   |                 | \$ 1,760.00          |                      | 3-4 weeks after receipt of order       |