Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Supplier Contract No.		SC- 00003355	
City & County of Denver, on behalf of the 2023 Denver Public Facilities Trust		Date:	5/19/2023	Revision No.	1
Purchasing Division		Payment Terms	Net 30	Ordinance (as applicable):	
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via			
United States		Buyer:	Lance Jay		
Phone: 720-913-8100 Fax: 720-913-8101					

Teammates Commercial Interiors, Inc
3857 N Steele Street, Suite 1299
Denver, CO 80205
Supplier ID: DENVR0000006615
Colorado Secretary of State ID: 19951105885
U.S. Federal SAM Registry Verification Date: 04/28/2023

Ship To: Various City Locations

Bill To: As Specified By Agency

1. **Goods/Services:**
   Teammates Commercial Interiors, Inc., 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"), on behalf of the "2023 Denver Public Facilities Trust" (the "Trust"), all in accordance with the terms and conditions of this Master Purchase Order.
2. **Ordering:**
   The City shall purchase, on behalf of the Trust, 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 are determined by cooperative purchase agreement as described on **Exhibit A** and shall be held firm for the term of this Master Purchase Order. It is understood and agreed that the goods, equipment, installation, training, and warranties associated with this Agreement that are being provided to the City hereunder are also routinely provided to nongovernmental customers on the same terms and conditions that were offered to the City and are agreed to by the City in this Agreement.
4. **Term:**
   The term of this Master Purchase Order shall run from date of city signature to 12/31/2026.
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:**
   Supplier shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. In the event that Supplier causes damage to goods or the City's equipment or facilities, Supplier shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to Supplier's action. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor 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 Vendor 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 Vendor's expense; or reject and return the goods at Vendor's cost and/or reject the services at Vendor'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 Purchase Order.
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 that are not precisely indicated in a proposal. 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, on behalf of the Trust, 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:

a. Payment for goods shall be paid with funds received through a separate Certificate of Participation financing on rentals from a lease-purchase agreement (the "Lease") between the City and Civic Center Office Building Inc. ("Corporation") as landlord and settlor to the 2023 Denver Public Facilities Trust Zions First National Bank, as Trustee. For the benefit of the City and Trustee.

b. 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 Twenty-Seven Million Five-Hundred Thousand Dollars ($27,500,000). 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:

a. Goods. 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. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Supplier shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City, Supplier will provide resolution 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.

b. Services. Supplier shall promptly investigate, repair, replace or otherwise correct any of its workmanship and any parts, materials, components, equipment, or other items in the Work which contain faults or defects whether such failures are observed by the City or Supplier at any time during the period services are rendered or for a one-year period following completion of the applicable services. Supplier shall bear all costs of investigating and correcting, which includes the design efforts necessary to correct such services covered by the warranties and guarantees described in this section or elsewhere in this Master Purchase Order. If repair or replacement of faulty items of the services is necessary, proper temporary substitutes shall be provided by Supplier in order to maintain the progress of the services and/or keep systems operating without any additional costs to the City. The obligations of this section shall survive termination of this Master Purchase Order. Nothing herein shall limit the City's right to seek recovery for latent defects that are not observable until after the warranty or guarantee periods have run.

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 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 Purchase Order up to the total Master Purchase Order Amount. Notwithstanding anything contained in this 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:

a. 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.

b. The City is the tenant under the terms of the Lease as assigned in trust to Zions First National Bank, as assignee under the 2008A Assignment and the 2008A Assumption Agreement and the Leased Property leased thereunder are also subject to the mortgage lien and security interest of Zions First National Bank, as Trustee under the Second Amended and Restated Mortgage and Indenture of Trust dated October 1, 2008, between the Corporation and the Trustee. In the event of a default or event of non-appropriation, the property and all related contracts may be transferred and assigned over to the Trustee. Should that occur, the Trustee would be permitted to perform all obligations of the City and receive all benefits due to the City under this Agreement on behalf of the Trust. The City will provide no less than ten-days' notice to the Supplier in the event that the Trustee takes the place of the City.

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 contendre, 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 agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Supplier shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require 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 Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. 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, Supplier 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 Master Purchase Order. 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 the Vendor. The Supplier shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

Supplier may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. 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 of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Supplier and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured. For all coverages required under this Master Purchase Order, Supplier's insurer shall waive subrogation rights against the City. Supplier shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by the Supplier and appropriate to their respective primary business risks considering the nature and scope of services provided, but at minimum, Workers' Compensation in Statutory limits, and Commercial General Liability Insurance in minimum limits of $1,000,000 per occurrence. Supplier shall maintain Workers' Compensation insurance as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. Supplier shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each bodily injury and property damage occurrence, $2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate. Supplier shall maintain Automobile Liability with minimum limits of $1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Master Purchase Order.

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, plans, drawings, reports, submittals and all other documents or things furnished to City by Supplier shall become and are the property of City, on behalf of the Trust, without restriction. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

25. Examination of Records and Audits:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers, and records related to Supplier's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Supplier shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States,

including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Supplier to make disclosures in violation of state or federal privacy laws. Supplier shall at all times comply with D.R.M.C. 20-276.

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:

In connection with the performance of work under the Master Purchase Order, the Supplier may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Supplier shall insert the foregoing provision in all subcontracts.

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. Prevailing Wages

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

a. The minimum wages to be paid for every class of labor, mechanics and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages.
b. The Supplier or his/her subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written Master Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the Supplier or subcontractor and such laborers, mechanics and workers.
c. The Supplier and subcontractors to pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment except that the Supplier and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
d. The Supplier shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the Supplier and all subcontractors working under the Supplier.
e. If the Supplier or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the Supplier until the Supplier furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
f. The Supplier shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the Supplier or subcontractors.
g. The copy of the payroll record shall be accompanied by a sworn statement of the Supplier 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 Supplier 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 Supplier or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
h. If any laborer, worker or mechanic employed by the Supplier or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the Supplier, suspend or terminate the Supplier'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 Supplier and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

32. 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.

Purchase pursuant to 3.26(e)-This MPO is contingent on Council approval and is void without such action.

This Master Purchase Order is acknowledged and agreed to by:

Supplier Name:	**Teammates Commercial Interiors, Inc** (Company Name)	**City & County of Denver, Purchasing Division**	
By:	Lisa Cloutier (Authorized Signature)	By:	Lance Jay
Print Name:	Lisa Cloutier	Print Name:	Lance Jay
Title:	Vice President of Finance	Title:	GS Chief Procurement Officer
Date:	5/25/2023	Date:	05-26-2023

EXHIBIT "A"

Supplier: Teammates Commercial Interiors, Inc.
Title: Furniture, Ancillary Fixtures, Modular Walls and Related Services

It is recommended that you use your Supplier Contract No. SC-00003355, in all future correspondence and/or other communications.

Purchases and pricing pursuant to DRMC 20-64.5 and that certain cooperative purchasing agreement, OMNIA Partners Contract #2020000610, led by the City of Charlotte, North Carolina (the "Cooperative Purchasing Agreement"). The terms and conditions herein supersede and replace all conflicting terms and conditions of the Cooperative Purchasing Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties hereto mutually agree as follows:

The City, through its Department of General Services, wishes to secure Furniture Fixtures and Equipment (FFE) and associated services in the categories of furniture, manufactured construction, and modular wall covering to support City and County of Denver owned Facilities on an "as needed" basis.

The Supplier shall provide FFE and related services as assigned by written purchase order, on an as-needed basis, in accordance with the terms and conditions of this Agreement.

The Supplier represents that it is an authorized distributors of product lines in the State of Colorado, and that the Supplier has the present capacity, experience, and qualifications to perform for the City in connection with the planning, design, specification, furnishment, and installation of material goods for various City projects, as specified in this Agreement;

INCLUSIONS:

This Master Purchase Agreement is for providing and installing (as applicable) office furniture. The award includes the following three (3) furniture purchase categories:

1. **Category One:** Non-Modular Furniture
2. **Category Two**: On-Call City Projects that are CIP and/or Bond funded through authorized project managers and space planners (includes Modular Office Furniture)
3. **Category Three:** Wellington Webb Building Project

For the purpose of this contract the City and County of Denver defines Modular Office Furniture as furniture made up of independent work surface and storage units with panels used as end panels or space dividers. It includes all modular furniture components that collectively are required to complete a workstation. It includes any purchases that will involve coordinating additional telecommunication and or electrical installation or adjustment.

CATEGORY ONE- NON-MODULAR FURNITURE:

All purchases in this area shall be initiated by agencies requesting a proposal from the supplier for the City and County of Denver. Specifications are subject to change in conjunction with updates to the cooperative purchasing agreements. This

category includes but is not limited to ergonomic accessories such as desk risers and monitor arms task seating, lounge, guest seating, and non-modular case goods.

Agencies may contact vendor directly for purchases of materials and services that are from this category for any dollar amount to and including $250,000.00. For any single purchase request exceeding $250,000.00, prior authorization from the General Services Purchasing Division is required.

CATEGORY TWO- ON-CALL CITY PROJECTS:

Agencies may contact vendor(s) directly for purchases that are minor furniture moves additions or changes (furniture within same work area for 3 or fewer people).

Agency representatives who are not authorized project managers, designers or space planners must initiate projects through the Purchasing Division prior to engaging with any on-call vendors in the following scenarios:

- Adding or moving people/office equipment including new employees (furniture within same work area for 4 or more people)
- Change in use of occupied space
- Construction
- Space planning, Design, and Architectural Services

Agency representatives who are authorized project managers, designers, or space planners must initiate projects through the Purchasing Division for approval prior to purchase order initiation and contract usage in the following scenarios:

- More than 30% of a project are Manufacturer Product lines without a valid cooperative agreement.
- More than 50% of the product is not manufacturer product where the Supplier is the sole local authorized distributor.
- Projects with an FFE budget that exceeds $250,000
- Projects in new buildings or for product categories not awarded under this contract (Hospitality grade Furnishing, Healthcare Grade Furnishing, Modular Wall Systems etc.)

CATEGORY THREE-WELLINGTON WEBB BUILDING PROJECT (DIVISION OF REAL ESTATE ONLY):

Per the results of Formal Proposal 15981, Category Three is strictly for The Webb Standard Restack and is for demountable wall systems, private office furniture, related ancillary, and associated task seating. Lounge and conference typicals are allowed.

1. CONTRACT DOLLARS RESERVED:
   1.1. Fourteen million dollars ($14,000,000) of this contract is reserved for the Wellington Webb Restack and Citywide Standards initiatives.
2. PRICING DISCOUNTS FOR WEBB:
   2.1. All discount percentages are firm and fixed until December 31st, 2026. Actual pricing for the Wellington Webb Restack, based on discount percentages, will be determined prior to Phase I of that project.
3. EXCLUSIONS FROM THIS AWARD:
   3.1. Workstations typicals. These Office typicals are not part of this award. Any purchase order for items for these office areas are not authorized and the City and County of Denver reserves the right to withhold payment and reject all goods
4. SUPPLIER DISPOSAL OF EXISTING FURNISHING:

Teammates shall provide a biannual report to the contract buyer detailing disposition strategy, execution, and costs. Teammates shall also provide reporting regarding salvaging value. This shall include a fully transparent auditing report of all activity related to capturing financial value for resale/reuse of City & County of Denver existing product. This includes documentation regarding detailed, comprehensive local, regional and national marketing plan to bring the highest value at the right time when the City and County of Denver is ready to release the assets.

5. FINAL INSPECTION:
   5.1. Final inspection of all furnishing and the certification that all product meets City standards is required for receipt of goods and payment of invoices.
   5.2. If the City & County of Denver is not completely satisfied with any piece of furniture that deviates in any way from the approved.
6. BONDS:
   6.1. Surety Bonds. Payment and performance bonds must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor, the Manager and the City Attorney. Before the Webb Restack work is commenced, Supplier shall have furnished such surety bonds and appropriate Powers of Attorney as a guarantee of the faithful performance of the services and the payment of bills for labor and materials. The Executive Director of General Services may direct, at his sole discretion, that the required payment and performance bonds be combined in a format approved by the City Attorney.
   6.2. Performance Bond. Supplier must procure and pay for a performance bond which, when executed by Supplier and surety, shall be a guarantee for the faithful performance and completion of the services in strict accordance with the terms of this Master Purchase Order. The performance bond shall also be a guarantee for the repair or replacement of all work found to be defective or otherwise unacceptable during the performance of the services and through any warranty and guarantee periods. This bond shall be in the amount of one hundred percent (100%) of the dollar value of the installation services performed on the Webb Restack. Supplier shall utilize the Performance Bond Form attached hereto as Exhibit B.
   6.3. Payment Bond. Supplier must procure and pay for a payment bond which, when executed by Supplier and surety, shall be a guarantee that all those performing labor or furnishing materials, supplies, rental items, tools, and equipment for the performance of the installation services for the Webb restack under this Master Purchase Order shall be paid. This bond shall be in the amount of one hundred percent (100%) of the dollar value of installation services performed on the Webb Restack, and it shall meet the requirements of CRS §38-26-101, et seq, as amended. Supplier shall utilize the Payment Bond Form included in the Contract Documents.

COOPERATIVE AGREEMENTS:

Cooperative Contract vehicles, which may include new manufacturers/items, can be added to the dealer's offerings on a quarterly basis. New manufacturers/items must be submitted to Purchasing Senior Leadership 30 days in advance of consideration. When submitting cooperative pricing agreements for consideration, Dealer must provide purchasing with a copy of the original agreement, pricing discounts and expirations, a notice indicating pricing advantages of the cooperative agreement. Any cooperative contract agreement used as a purchase vehicle and any new manufacturers/ items being added, must receive prior authorization from the Purchasing Senior Leadership.

When product is no longer available through a cooperative agreement, dealer must notify the Purchasing Division that the contract vehicle is no longer viable.

REPORTING REGARDING LOCAL EMISSIONS ETC:

Design Resource Group shall provide as applicable by manufacturer's cooperation on a biannual basis Environmental Metrics Reporting in regards to product selection, lifecycle cost, and sustainability components. Reports shall be due by the 5th June and the 5th of January.

PURCHASE ORDER ISSUANCE:

Supplier shall not proceed with any work until a valid Purchase Order is issued in the amount specified.

QUOTATION:

All proposals shall indicate quantities, catalog number, unit price, extended price and discount per line item. “Quote to” and “Ship to “ shall be the agency contact. The buyer is not to be listed in either entry. The agency requester shall also be the primary contact for all invoicing and payments. Supplier is required to submit with proposals a Bill of Materials, 2D and 3D drawings and design packages. Requisitions for purchase orders without these attachments may be rejected. Proposals shall be organized by associated cooperative contract vehicles with manufacturer lines and discounts called out.

WARRANTY:
All warranties on product are standard and shall match the manufacturer warranties for each product.

Supplier shall take the following action to solve warranty issues:

1. Upon notification, customer service staff will schedule a technician or installer to assess the warranty claim.
2. Customer service shall make contact within 3 business days and schedule service as needed according to the urgency of the required repair and technician availability.
3. If the issue is ‘labor only’ with no additional materials needed for repair the service technician or installer will repair the problem at the initial site call.
4. If required, parts shall be ordered and expedited delivery provided.
5. When parts have been received, the customer service staff will schedule a time with the customer contact for the product to be repaired.
6. Supplier shall handle all interactions with the manufacturer and document all necessary information to execute warranty claims

INVOICE:

Below is a standard example of invoice. Arrows denote the bare minimum inclusions for payment.

PROPOSAL

ACCOUNT MANAGER: KRISTEN SMITH
PROPOSAL: 57176B
DATE: 03/01/18

PROPOSAL FOR:

CITY AND COUNTY OF DENVER
201 W. COLFAX AVENUE
DEPT. 304, 11TH FLOOR
DENVER, CO 80202

CONTACT: JANELL SCHAFER
PHONE: 720-913-8109
FAX: 720-913-8101

INSTALL AT:

CITY AND COUNTY OF DENVER
201 W. COLFAX AVENUE
DEPT. 304, 11TH FLOOR
DENVER, CO 80202

QUOTE VALID UNTIL: 12/31/18

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	1		MODULAR WALLS: TEKNION ALTOS AND OPTOS MODULAR WALLS 312LF OF OPTOS AND 424LF OF ALTOS PRICING IS BASED ON TYPICAL LAYOUT AND BOM PROVIDED PLEASE SEE BID BOOK FOR MODULAR WALL BREAK OUT AND SPECIFICATIONS	158,475.89	158,475.89
2	1	INSTALL	RECEIVE TRUCKS DIRECTLY ONSITE AND INSTALLMODULAR WALLS PRICING IS BASED ON PREVAILING WAGES	98,815.00	98,815.00
3	1		DESIGN AND TECHNICAL SERVICES	2,100.00	2,100.00

PAGE 1

TEAMMATES
COMMERCIAL INTERIORS

INSTALLATION MANAGEMENT:

1. If installation is required:

1.1. Delivery Scheduling: Delivery shall be sequenced to ensure receiving and installation by phase. Supplier shall maximize efficiency, streamline delivery, minimize site logistic issues and ensure effective partnership with other on-site trades. Supplier shall utilize color coding to provide flexibility in altering City Representative delivery schedules as requested.

1.2. External Status Report: Supplier shall provide weekly meeting minutes to capture tasks by owner and deadline.

1.3. Punch: Process and Measurement: Internal pre-punch shall be performed by the Supplier crew to reconcile in advance of final review by City Representative. Supplier shall maintain and measure aggressive targets for the completion of projects and shall track all open-issues companywide by customer, Project Manager, and days outstanding. All information shall be communicated with our delivery planning reports.

PROPOSAL AND SPECIFICATION DEVELOPMENT PHASE:

When a proposal is requested from an authorized Department representative, supplier shall respond with confirmation of request within 48 hours.

The Target Response Times for providing the City with a proposal document for requests within the city-defined specification package of standards are as follows:

Number of Spaces	Target Response Time
10	Within Seven Business Days
10-50	Within Fourteen Business Days
50+	Dependent on project scope

Spaces are defined as workstations, offices, conference rooms, lobbies, reception areas, storage rooms, and lounges.

Supplier is responsible to field verify critical dimensions.

Large scale projects that deviate from the city-defined standards package shall be reviewed by both the Real Estate requestor and the Supplier Sales Manager to determine reasonable response time.

LEAD TIME AND SHIP TIME CONFIRMATION:

Vendor should provide a lead time and potential ship date from the acknowledged order within 7-10 business days after they received the purchase order to set delivery date time frame. Actual ship date and scheduling will be based on the acknowledgement. If shipping delays require rescheduling the City shall be given the opportunity to request specific installation dates to be met by the vendor.

STORAGE:

Vendor should provide storage for up to 30 days without incurring fees. After 30 days the vendor should still provide storage. The rate fees for additional storage should be provided up front at the time of the contract and an updated cost sheet provided once a year or if rates change.

For storage over 30 days a Per Day Quote will occur. For large projects, direct ship may be selected.

CONSTRUCTION DELAYS PRIOR TO SHIPMENT:

For $175 per trailer per day, large projects can be held at factory.

PUNCH WALK:

Either Field Project Manager, Sales Manager, Lead Designer and the crew lead or supervisor from the installation service.

INSTALLATION AND WORKERS:

The vendor will only be paid for the number of workers authorized by the City. The vendor will commence work according to the pre-agreed schedule, and will provide a “not-to-exceed” cost estimate to the using agency. Services performed under this contract will be limited to those services and goods specifically authorized by the City’s agency, and no payment will be made by the City for work not authorized. The City may pursue work with the supplier outside of the Webb Building Project, if in the City’s best interest, if the goods and services are procured under other procurements.

The vendor will not be able to invoice the City for services until a purchase order (or task order) is received from the using agency. The using agency is required to create a task order as soon as practical after a service is ordered.

POST PROJECT SERVICES:

If not completely satisfied with any labor work order for 6 months following move-in, Teammates shall correct the related labor.

SUBCONTRACTORS AND SUBCONSULTANTS:

All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

PROFESSIONAL RESPONSIBILITY; PROJECT REQUIREMENTS FOR SERVICES IN RELATION TO THE PURCHASE OF FFE:

All of the work performed by the Supplier under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.

The Supplier agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design and engineer each project in compliance with applicable laws, statues, codes, ordinances, rules and regulations, and industry standards.

All professional services, plans and specifications and other work , or deliverables related to the purchase of materials shall be adequate and sufficient for their intended purpose.

All drawings, specifications and other products shall be prepared so that the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, rules, regulations and executive orders of the City, state and federal government.

Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, state or federal government, which are enacted after the City's acceptance of Construction Documents, will be outside the scope of the Supplier's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.

The Supplier shall prepare the plans, specifications and other documents as requested in a format that complies with all City, state and federal requirements.

It shall be the Supplier's responsibility to contact the reviewing agencies to determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.

Without limiting the foregoing, unless it is specifically directed otherwise in writing, the Supplier shall produce plans and Record Documents using AutoCAD and comply with applicable CAD Standards. An electronic copy of all final project documents, filed using CPM standard directory structure, shall be delivered to the Project Manager on completion of the Work. Final payment will be held until the receipt of the Record Documents and electronic documents. The City reserves the right to proceed with the construction of each project using either the City's standard

general contractor bidding approach, on call contractors or other construction management techniques. The Supplier agrees to organize its Contract Documents for the selected construction technique and coordinate the documents into selected bid packages, as appropriate. The City will notify the Supplier prior to the completion of the Preliminary Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).

The reports, studies, drawings and specifications and other products prepared by the Supplier under this Agreement, when submitted by the Supplier to the Director and the user agency must represent a thorough study and competent solution as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to the assigned task.

The Supplier shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Supplier or its sub Suppliers, without additional compensation.

PROGRAM AND BUDGET:

The Supplier agrees to discuss the City's program and budget for each assigned task with the Project Manager and further agrees, unless it has notified the City in writing that the task cannot be accomplished within such budget, to accomplish the task within the intent of the program and final proposal cost. Should the Supplier determine that an assigned task cannot be accomplished within the final proposed cost, the Supplier shall immediately notify the Project Manager, in writing. Any modifications to proposed price must be approved by a written modification to the original agreed upon purchase order amount.

Supplier shall prepare a proposal with a maximum estimated fee for a particular task. Supplier agrees to complete the task within the limits of the approved final proposal cost, unless otherwise modified by the City.

COORDINATION AND COOPERATION:

The Supplier agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.

Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned task. Such coordination shall consist of regular progress and review meetings with the City, work sessions with Project Managers, or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific task. If requested, the Supplier shall document conferences and distribute notes to the City.

PERSONNEL ASSIGNMENTS:

The key professional will be assigned by the Supplier or its sub Suppliers to provide the goods and services required under this Agreement, as appropriate.

The Supplier’s services shall be diligently performed by the regular professional and technical staff of the Supplier. In the event the Supplier does not have as part of its regular staff certain professional Suppliers, then such consulting services shall be performed, with City approval, by practicing professional Suppliers outside of the employ of the Supplier.

The Supplier agrees, always during the term of this Agreement, to maintain on its payroll or to have access to through sub Suppliers, professional design personnel in sufficient strength to meet the requirements of the City. Such personnel shall be of the classifications referenced in Exhibit B. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule or authorized in advance by

a fully executed written task order.
Prior to designating an outside professional to perform sub Supplier work, the Supplier shall submit the name of such sub Supplier, together with a resume of training and experience in work of like character and magnitude of the task being contemplated, to the City and receive prior approval in writing.

If the Supplier or a sub Supplier decides to replace any of its key professional personnel, the Supplier shall notify the Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Supplier and approved in writing by the Director, which approval shall not be unreasonably withheld.

If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a sub Supplier is not acceptable, the Director shall notify the Supplier and give the Supplier the time which the Director considers reasonable to correct such performance. Thereafter, the Director may require the Supplier to reassign or replace such key personnel. If the Director notifies the Supplier that certain of its key personnel or a sub Supplier should be replaced, Supplier will use its best efforts to replace such key personnel or a sub Supplier within fourteen (14) days from the date of the Director's notice.

Neither the Supplier nor any sub Supplier shall have other interests which conflict with the interests of the City. Supplier shall make written inquiry of all of its sub Suppliers concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular Supplier or sub Supplier.

Actions taken by the City under this Article shall not relieve the Supplier of its responsibility for contractual or professional deficiencies, errors or omissions.

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
- Total number of transactions by POs issued
- 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

EXHIBIT "B"

CITY AND COUNTY OF DENVER

DEPARTMENT OF GENERAL SERVICES

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned_____, a corporation organized and existing under and by virtue of the laws of the State of_____, hereafter referred to as the"Contractor", and_____, a corporation organized and existing under and by virtue of the laws of the State of_____, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of **XXXXXXX ($X,XXX)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the_____day of_____, 202X, entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **CONTRACT NO. SC-00003355, [Furniture, Ancillary Fixtures, Modular Walls and Related Services],** Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this

_____day of_____, 202X.

_____
Contractor

By: _____
President

Attest: Secretary: _____

_____
Surety

By:_____
Attorney-In-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:
Attorney for the City and County of Denver

By:_____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

By: _____
Michael B. Hancock
MAYOR

By: Lance Jay _____
Lance Jay
Chief Procurement Officer
City and County of Denver