### Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS	
City & County of Denver	
Purchasing Division	
201 West Colfax Avenue, Dept. 304	
Denver, CO 80202	
United States	
Phone: 720-913-8100 Fax: 720-913-8101	



).	SC-00003094	
, 2020	Revision No.	2
Net 30	Ordinance (as applicable)	
DESTINATION		
Vendor's choice		
Scott Harris		
720-913-8114		
	DESTINA Vendor's o Scott Harri	, 2020 Revision No.  Net 30 Ordinance (as applicable):  DESTINATION  Vendor's choice  Scott Harris

Various City Agencies as Directed

Gina Babbitt Phone: -303-295-1777 Email: babbitt@dbcirrigation.com

Solsbury Hill 5805 East 39<sup>th</sup> Avenue

Denver, CO 80207

Bill To: Accounts Payable

201 West Colfax Department 908 Denver, Colorado 80202

or

U.S. Federal SAM Registry Verification Date: 06/08/2018

As Specified By Agency

Ship To:

Colorado Secretary of State ID:20001203420

#### 1. Goods/Services:

Solsbury Hill, LLC dba DBC Irrigation Supply, a Limited Liability Company in the State of Colorado, ("Vendor") 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 the date of City signature up to and including March 31, 2021. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) 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. 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 (3) 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 Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors 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 Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor 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. Vendor 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. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor 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:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor 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 **Six Hundred Thousand Dollars and Zero Cents** (\$600,000.00). The Vendor 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 Vendor's invoice and paid into the Treasury of City. Vendor 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 setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

### 11. Amendments/Changes:

Only the Manager of General Services or his 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. Vendor 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 Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

#### 12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master 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, Vendor 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 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. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

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

Vendor 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 Vendor, its agents, suppliers, employees, or representatives. Vendor'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 Vendor. 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. Vendor 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 Vendor.

#### 15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor'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:

Vendor 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 & contract, Vendor 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 Vendor with no third party beneficiaries

#### 18. Notice:

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

#### 19. Compliance With Laws:

Vendor 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 Vendor 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:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor 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 Vendor. Vendor 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 Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker. Vendor 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 Vendor'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. Vendor'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. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and subconsultants (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 Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor 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. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor 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. Vendor 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. Vendor 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 Vendor 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, Vendor'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 Vendor/Ownership of Work Product:

Vendor 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. Vendor 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 Vendor shall become and are the property of City, without restriction.

#### 25. Records and Audits:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor 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:

Vendor 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 Vendor shall insert the foregoing provision in any subcontracts hereunder.

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

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor 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 Vendor 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 Vendor 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 Vendor'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.
  - 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. FEDERAL PROVISIONS:**

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor 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.

Vendor Name:	DBC Irrigation Supply (Computy Name)	City & County of Denver, Purchasing Division
Ву:	(Authorized Signature)	Ву:
Print Name:	Cina Bubbitt	Print Name: Scott Harris
Title:	Sales	Title: Buyer
Date:	7/5/2018	Date: 4/9/2018

This Master Purchase Order is acknowledged and agreed to by:

Purchase pursuant to DRMC 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of MAPO Bid #2009-162.

### EXTENSION / RENEWALS CONT'D: (OPTIONAL)

Supplier Contract No. (SC) expires on March 31, 2019.

	desire to extend this contract to and including Ma eturn this page with your signature.	rch 31, 2020, and re	vise the aggregate amount to \$_N/A,
		City &	County of Denver, Purchasing Division
Vendor Name:	Solsbury Hill LLC		- 13/
Ву:	(Company Name)	By:	901/1000
Print Name:	(Authorized Signature)  Cina Bubbitt	Print Name:	Scott Harris
Title:	Sales Manager	Title:	Buyer
Date:	3/7/2019	Date:	3/12/2019
Note:			
Supplie Should you	t made and entered into by your company and the r Contract No. (SC) expires on <u>March 31, 2020</u> desire to extend this contract to and including	ng March 31, 2021	
\$ <u>600,0</u>	000.00 , please return this page with your sign	nature.	
Vendor Name:		City & (	County of Denver, Purchasing Division
	Solsbury Hill LLC (Company Name)		
Ву:	(Authorized Signature)	Ву:	Scott Harris
Print Name:	Gina Bubbitt	Print Name:	Scott Harris
Title:	Sales	Title:	Buyer
Date:	3/17/2020	Date:	03/18/2020

Extension No.\_1\_\_
The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced

3.26(e)-This Supplier Contract is contingent on Council approval and is void without such action.

### EXHIBIT "A"

Vendor: DBC Irrigation Supply
Title: Irrigation Supplies

**Supplier Contract No.:** SC-00003094

It is recommended that you use your Supplier Contract No. SC-00003094, in all future correspondence, billing, invoicing or other communications.

Description of the goods being purchased and pricing: Assorted irrigation supplies through a cooperative purchase using MAPO pricing agreement 2009-162

#### **VENDOR PERFORMANCE MANAGEMENT:**

Solsbury Hill, LLC is 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

The undersigned Bidder, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that the Bidder will fulfill the obligations contained herein in accordance with all terms, conditions, and specifications set forth; and that he will furnish all required products and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Bidder: DBC Irrigation Supply
Address: 5805 E. 39th Ave, Denver, CD 80207
Telephone Number: (303) 295 - 1777
Name of Agent (print/type): Gina Babbitt Title Sales Courdinato
Authorized Signature:
Date: 3 20 2018
Attest: Charles: October 19,2020
CORPORATE SEAL
AMANDA RAUCH NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20164040171 MY COMMISSION EXPIRES 10/19/2020

MAPO IRRIGATION BID March 22, 2018

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
Category I – Irrigation Pipe (All Types of PVC Pipe)	
Schedule 40# PVC Pipe Plain or Slip Ends	Cost + 12.5%
Schedule 80# PVC Pipe Plain or Slip Ends With Fittings	Cost + 12.5%
Class 160# PVC Pipe D2241, SDR26 W/Bell Ends	Cost + 12.5%
Class 200# PVC Pipe D2241, SDR21 W/Bell Ends	Cost + 12.5%
Class 200# PVC Pipe D2241, SDR21 W/Bell Ends (must be purple)	Cost + 12.5%
Class 250#, D2241, SDR W/Bell Ends	Cost + 12.5%
NSF Rated Poly 80 psi	Cost + 12.5%
NSF Rated Poly 100 psi	Cost + 12.5%
Poly-Pipe 100# SDR 11.5, PE2306	Cost + 12.5%
Category II – Irrigation PVC Fittings (All Styles of PVC Fittings)	
Schedule 40#	List -74%
Schedule 80#	List -70%
Insert Fittings PVC & Nylon	List -70%
Nipples, Schedule 80#	List -70%
Nipples, Polyethylene	List - 60%
Category III – Rubber Gasketed Deep Ductile Iron Fittings	
Harco Products	List - 41%
Leemco Products	List - 41%
Ductile Fittings (specify brand)	Bid per job
Category IV – Irrigation Automatic Controllers	
Altec	No Bid
Hunter Products	List - 60%
Irri-Trol Products	List - 55%
Motorola Central Control Products	No Bid

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
Motorola Control Port Controller Communication Products	No Bid
Rain Bird Products	List - 56%
Rainmaster Eagle Plus Controllers	List – 46%
Rainmaster iCentral Communications Products& Surge Protection for Rainmaster Controller Products	Bid per Job
Tucor - RKW+ Base 25 Zone Wireless Valve Controller Plastic Cabinet	Bid per Job
Tucor – RKW-EXTP 25 Zone Extension Panel For RKW	Bid per Job
Tucor – RKS-Z Rks Controller Zone	Bid per Job
Tucor – WLAN-200 WiFi Device Server w/ RPSMA Antenna	Bid per Job
WeatherTrac Products	No Bid
Weathermatic	List - 48%
Category V- Irrigation Heads, Valves, Couplers, Repair Parts	
Arco	List - 20%
Buckner Storm	List - 52%
Hays	No Bid
Hunter Products	List - 60%
Rain Bird Products	List - 56%
Superior	List -52%
Toro Products	List - 56%
Toro Golf Products	No Bid
Weathermatic	List - 48%
Category VI- Xerigation Emittors, Bubblers, Regulators, Drip, Etc.	
Agrifim Products	List – 45%
Hunter Products	List – 60%
Netafim Products	List – 50%
Rain Bird Products	List - 56%

	% DISCOUNT OFF
ITEM DESCRIPTION	MANUFACTURER'S LIST PRICE
Weathermatic	
weathermatic	List – 48%
Category VII-Irrigation Control Valves	10
Buckner Products	List - 52%
Griswold Products	List - 40%
Hays	No Bid
Hunter Products	List - 60%
Irritrol Products	List - 52%
Rain Bird Products	List - 56%
Superior	List - 52%
Toro	List - 56%
Toro Golf Products	No Bid
Weathermatic Products	List - 48%
Category VIII Irrigation Control Valve Boxes	
Rainbird	List - 56%
Pantek Products (must have various color lids)	List - 50%
Carson	List - 50%
Category IX- Back Flow Devices	
Febco Products Including Backflow Repair Parts	Small: List – 35.493%: Large: List – 46.5%; Parts: List – 25%
Category X – Remote Control Hydrometer Valves w/Pulse Output	
1½ Netafim BM/BMA Series UBM Series	List - 40%
2" Netafim BM/BMA Series UBM Series	List - 40%
3" Netafim BM/BMA Series UBM Series	List – 40%
4" Netafim BM/BMA Series UBM Series	List – 40%
6" Netafim BM/BMA Series UBM Series	List – 40%
8" Netafim BM/BMA Series UBM Series	List – 40%
WeatherTrak Products	No Bid

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
Category XI – Irrigation Wire	
12 GA, Type UF	Cost + 11%
14 GA, Type UF	Cost + 11%
14 GA, 2 Conductor(for 2 wire central control systems – Paige Electric)	Cost + 11%
16 GA, Type UF	Cost + 11%
18 GA, Multi Strand	Cost + 11%
Wire Splices with Waterproof Sealant (3M Brand, DBR and DBY)	List – 47%
Wire Splices DS 400	List - 47%
Category XII– PVC Cements, Primers, Thinners	
All Products	List - 50%
Category XIII – Gate Valves and Ball Valves	
ABK Products	No Bid
American Flow Control	Bid per Job
Leemco Products	List - 41%
Matco Products	Cost + 15%
Spears PVC	List – 60%
True Union 2000 Ball valve with EPDM O-Ring	List - 50%
Waterman Products	No Bid
Schedule 80# Valves	List - 40%
Febco Ball Valves	List - 20%
Category XIV- Mechanical Joints	
Cast Iron	List - 40%
Harco	List - 35%
Romac Fittings	List - 25%
Category XV - Controller & Backflow Preventer Enclosures	

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
All Spec Brand BFE Backflow Enclosures	
1	No Bid
All Spec Brand Vandal Buster Series Backflow	No Bid
Strongbox Stainless Steel Controller Enclosures VIT	List - 10%
Strongbox Stainless Steel Backflow Enclosures	List - 10%
Strongbox Aluminum Backflow Preventer Enclosures	List - 10%
Strongbox Powder Coated Backflow Prevention Enclosures	List - 10%
Guard Shack Expanded Metal Backflow Preventer Enclosures	List - 10%
Guard Shack Expanded Metal Controller Enclosures	List – 10%
Category XVI – Repair Clamps & Saddles	
Matco	List - 40%
Smith & Blair	List – 25%
Category XVII- Flow Sensors	
Bronze Flow Sensor Products, 1", 11/4", 11/2"	List – 5%
Brass Flow Sensor Products 2", insert 0.5 to30.0 fps	List - 5%
CST Products	List - 5%
PVC Flow Sensor Products 11/2", 2", 3", 4"	List - 5%
Flow Sensor Cable Products	List - 5%
Category XVIII- Miscellaneous Category	
Teflon Tape	List – 40%
Electrical Tape	List - 37%
Locate Flags	List - 40%
Brass Fittings	List – 88.75%
All Promax Remote Control Products	List - 46%
Liquid Filled Pressure Gauges	List - 35%
Corona Hand Tools	List – 44%
Tucor – SMP-12 12" Soil Moisture Probe	List - 7%

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
Structron Tools	No Bid
Category XIX City & County of Denver	
BID ITEM NO. 1: RAIN BIRD	
Group A: Lawn and Garden  Manufacturer's Price List Name Landscape Irrigation Turf Price List  Manufacturer's Price List Number  Effective date of List	List – 56%
Price/Product category offered	
Group B: Turf Parts and Supplies  Manufacturer's Price List Name Landscape Irrigation Turf Price List  Manufacturer's Price List Number  Effective date of List 2/12/2018  Price/Product category offered	List – 56%
Group C: Golf Course Parts and Supplies  Manufacturer's Price List Name  Manufacturer's Price List Number  Effective date of List  Price/Product category offered	No Bid
BID ITEM NO. 2: TORO  Group A: Lawn and Garden  Manufacturer's Price List Name Toro Residential & Commercial Irrigation  Manufacturer's Price List Number 1/15/2018  Price/Product category offered 1/15/2018	List – 56%
Group B: Turf Parts and Supplies  Manufacturer's Price List Name Toro Residential & Commercial Irrigation  Manufacturer's Price List Number 1/15/2018  Price/Product category offered	List – 56%
Group C: Golf Course Parts and Supplies  Manufacturer's Price List Name  Manufacturer's Price List Number  Effective date of List  Price/Product category offered	No Bid
BID ITEM NO. 3: BUCKNER/STORM  Group A: Lawn and Garden  Manufacturer's Price List Name_Buckner / Superior Irrigation Wholegoods  Manufacturer's Price List Number  Effective date of List	List – 46%
Group B: Turf Parts and Supplies  Manufacturer's Price List Name Buckner / Superior Irrigation Wholegoods  Manufacturer's Price List Number	List – 46%
Group C: Repair Parts & Manuals  Manufacturer's Price List Name Buckner / Superior Irrigation Repair Parts	List - 15%

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
Manufacturer's Price List Number 2/5/2018	
Effective date of East	
Price/Product category offered	
BID ITEM NO. 4: WEATHERMATIC	
Group A:Lawn and Garden Whole Goods & Rengir Parts	
Manufacturer's Price List Name Whole Goods & Repair Parts	List – 48%
Manufacturer's Price List Number	2750
Effective date of List	
Price/Product category offered	
Group B: Turf Parts and Supplies	
Manufacturer's Price List Name Whole Goods & Repair Parts	
Manufacturer's Price List Number	T 1 400/
Effective date of List 12/4/2017	List – 48%
Price/Product category offered	
BID ITEM NO. 5: GRISWOLD Group A: Lawn and Garden	
Manufacturer's Price List Name Griswold Controls Price List	
Manufacturer's Price List Name Clawold College The Discrete	List – 40%
Manufacturer's Price List Number	
Bricetive date of Elst	
Price/Product category offered	
Group B: Turf Parts and Supplies	
Manufacturer's Price List Name Griswold Controls Price List	
Manufacturer's Price List Number	List – 40%
Effective date of List	1375
Price/Product category offered	
BID ITEM NO. 6: R-CO	
Group A: Lawn and Garden	
Manufacturer's Price List Name The Source	List – 20%
Manufacturer's Price List Number	List - 20%
Effective date of List 3/1/2017	
Price/Product category offered	
Group B: Turf Parts and Supplies	
Manufacturer's Price List Name The Source	
Manufacturer's Price List Number	
2 (1 /2 0.17	List – 20%
Effective date of List	
Price/Product category offered	
BID ITEM NO. 7: FEBCO	4
Group A: Small Devices	
Manufacturer's Price List Name Backflow Prevention Products Price List	List - 35.493%
Manufacturer's Price List Number	1/30 33.47370
Effective date of List 10/30/2017	
Price/Product category offered	
Group B Medium Devices	
Manufacturer's Price List Name Backflow Prevention Products Price List	List – 46.5%
Manufacturer's Price List Number	
Effective date of List 10/30/2017	
Price/Product category offered	
Group C Parts	
Manufacturer's Price List Name_Backflow Prevention Products Price List	List – 25%

ITEM DESCRIPTION	% discount Off manufacturer's List Price
Manufacturer's Price List Number	
Effective date of List 10/30/2017	
Price/Product category offered	
BID ITEM NO. 8: FLOW CONTROL	
Group A: Lawn and Garden	
Manufacturer's Price List Name FCI Product Catalog	
Manufacturer's Price List Number	List – 50%
Effective date of List	
Price/Product category offered	
Group B: Turf Parts and Supplies	
Manufacturer's Price List Name FCI Product Catalog	
Manufacturer's Price List Number	List – 50%
Effective date of List	
Price/Product category offered	
BID ITEM NO. 9: SUPERIOR	
Group A: Lawn and Garden	1
Manufacturer's Price List Name Whole Goods Price List	-1 -00/
Manufacturen's Dries List Number	List – 20%
Effective date of List 2/5/2018	
Price/Product category offered	-
Group B: Turf Parts and Supplies  Manufacturer's Price List Name Whole Goods Price List	
	-
Manufacturer's Price List Number	List – 50%
Price/Product category offered	-
Group C: Golf Course Parts and Supplies	
Manufacturer's Price List Name	-
Manufacturer's Price List Number	No Bid
Effective date of List	- 1.5 2.5
Price/Product category offered	
BID ITEM NO. 10: IRRITROL SYSTEMS	
Group A: Lawn and Garden	
Manufacturer's Price List Name North American Price List	List – 55%
Manufacturer's Price List Number	-
Effective date of List	-
Price/Product category offered	
Group B: Turf Parts and Supplies	
Manufacturer's Price List Name North American Price List	2
Manufacturer's Price List Number	List - 55%
Effective date of List 1/15/2018	List - 5570
Price/Product category offered	
Group C: Golf Course Parts and Supplies	
Manufacturer's Price List Name	
Manufacturer's Price List Number	No Bid
Effective date of List	
Price/Product category offered	
BID ITEM NO. 11: SPEARS	
Group A: Lawn and Garden	w *
Manufacturer's Price List Name Product Price Schedule	List – 74%
Manufacturer's Price List Number	4

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE	
Effective date of ListUpdated Online Daily Price/Product category offered		
Group B: Turf Parts and Supplies		
Manufacturer's Price List Name Product Price		
Manufacturer's Price List Number	List – 74%	
Effective date of List Updated Online Daily		
Price/Product category offered		
Group C: Golf Course Parts and Supplies		
Manufacturer's Price List Name		
Manufacturer's Price List Number	No Bid	
Effective date of List		
Price/Product category offered		
BID ITEM NO. 12: N.D.S.		
Group A: Lawn and Garden		
Manufacturer's Price List Name 2018 Price Book	List - 25%	
Manufacturer's Price List Number	List - 2570	
Effective date of List 2/2/2018		
Price/Product category offered		
Group B: Turf Parts and Supplies		
Manufacturer's Price List Name 2018 Price Book	List – 25%	
Manufacturer's Price List Number 2/2/2018	List - 2370	
Effective date of List		
Price/Product category offered		
Group C: Golf Course Parts and Supplies		
Manufacturer's Price List Name	No Bid	
Manufacturer's Price List Number	No blu	
Effective date of List		
Price/Product category offered		
BID ITEM NO. 13: CARSON/BOORKS		
Group A: All Products		
Manufacturer's Price List Name Irrigation Pricing	List - 25.6%	
Manufacturer's Price List Number 2/1/2018	23.070	
Effective date of List		
Price/Product category offered		
BID ITEM NO. 14: KING DRAINS		
Group A: All Products		
Manufacturer's Price List Name_2018 Price Guide	List – 25%	
Manufacturer's Price List Number	2070	
Ellective date of List		
Price/Product category offered		
BID ITEM NO. 15 STRONG BOX		
Group A: All Products		
Manufacturer's Price List Name Controller & Backflow Enclosure Price List	List – 10%	
Manufacturer's Price List Number  Effective date of List 4/1/2017	1070	
Effective date of Efst		
Price/Product category offered		
BID ITEM NO. 16 MATCO	T' / 400/	
Group A: Lawn and Garden	List – 40%	
Manufacturer's Price List Name Valves		

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE	
Manufacturer's Price List Number		
Effective date of List 2/23/2018		
Price/Product category offered		
Group B: Turf Parts and Supplies		
Manufacturer's Price List Name Valves		
Manufacturer's Price List Number	List – 25%	
Effective date of List 2/23/2018		
Price/Product category offered		
Group C: Golf Course Parts and Supplies		
Manufacturer's Price List Name		
Manufacturer's Price List Number	No Bid	
Effective date of List		
Price/Product category offered		
BID ITEM NO. 17 IMPERIAL		
Group A: Lawn and Garden		
Manufacturer's Price List Name		
Manufacturer's Price List Number	No Bid	
Effective date of List		
Price/Product category offered		
Group B: Turf Parts and Supplies		
Manufacturer's Price List Name		
Manufacturer's Price List Number	No Bid	
Effective date of List		
Price/Product category offered		
BID ITEM NO. 18: HUNTER		
Group A: Lawn and Garden		
Manufacturer's Price List Name Suggested List Price 2018		
Manufacturer's Price List Number	List – 60%	
Effective date of List 3/19/2018		
Price/Product category offered		
Group R. Turf Parts and Supplies		
Manufacturer's Price List Name Suggested List Price 2018		
Manufacturer's Price List Number	List - 60%	
Effective date of List 3/19/2018		
Price/Product category offered		
Group C: Golf Course Parts and Supplies		
Manufacturer's Price List Name	ļ.	
Manufacturer's Price List Number	Bid Per Job	
Effective date of List		
Price/Product category offered		
BID ITEM NO. 19: ALTEC		
Group A: Lawn and Garden		
Manufacturer's Price List Name		
Manufacturer's Price List Number No Bid		
Effective date of List		
Price/Product category offered		
Group B: Turf Parts and Supplies		
Manufacturer's Price List Name	No Bid	
Manufacturer's Price List Number		

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
Effective date of List	
BID ITEM NO. 20: NELSON Group A: Lawn and Garden Manufacturer's Price List Name Manufacturer's Price List Number Effective date of List Price/Product category offered	List – 50%
Group B: Turf Parts and Supplies  Manufacturer's Price List Name  Manufacturer's Price List Number  Effective date of List  Price/Product category offered	List – 50%
BID ITEM NO. 21: RAINMASTER  Group A: Lawn and Garden  Manufacturer's Price List Name North American Price List  Manufacturer's Price List Number 1/15/2018  Price/Product category offered	List – 46%
Group B: Turf Parts and Supplies  Manufacturer's Price List Name North American Price List  Manufacturer's Price List Number  Effective date of List 1/15/2018  Price/Product category offered	List – 46%
BID ITEM NO. 22 CHAMPION  Group A: Lawn and Garden  Manufacturer's Price List Name Customer Price List  Manufacturer's Price List Number 2/5/2018  Price/Product category offered	List – 46%
Group B: Turf Parts and Supplies  Manufacturer's Price List Name Customer Price List  Manufacturer's Price List Number  Effective date of List	List – 46%
Group C: Golf Course Parts and Supplies  Manufacturer's Price List Name  Manufacturer's Price List Number  Effective date of List  Price/Product category offered	No Bid
BID ITEM NO. 23 WELD-ON  Group A: All Products  Manufacturer's Price List Name Price List  Manufacturer's Price List Number  Effective date of List 9/4/2017  Price/Product category offered	List – 50%

ITEM DESCRIPTION	% DISCOUNT OFF MANUFACTURER'S LIST PRICE
BID ITEM NO. 24 AMTEK	
Group A: All Products	
Manufacturer's Price List Name US List Prices	T
Manufacturer's Price List Number  Effective date of List 2/1/2017	List – 50%
Effective date of List 2/1/2017	
Price/Product category offered	
BID ITEM NO. 25 MOTOROLA	
Group A: All Products	
Manufacturer's Price List Name	No Bid
Manufacturer's Price List Number	No Bid
Effective date of List	
Price/Product category offered	-
BID ITEM NO. 26: EICON	
Group A: Universal Plus Controllers	
Manufacturer's Price List Name	No Bid
Manufacturer's Price List Number	NO DIO
Effective date of List	
Price/Product category offered	-
Group B: Ceres Controllers	
Manufacturer's Price List Name	
Manufacturer's Price List Number	
Effective date of List	_
Price/Product category offered	
Group C: Miscellaneous Irrigation Components	
Manufacturer's Price List Name	
Manufacturer's Price List Number	No Bid
Effective date of List	
Price/Product category offered	

### Exhibit A

Several manufacturers have their price lists available electronically on their websites. If you go to any of the web addresses below you will go directly to the price list or to a page where you will see the price list available for download.

Manufacturer	Website
Agrifim	http://www.ndspro.com/cms/index.php/Catalogs.html
Brass Fittings	http://www.meritbrass.com/
Buckner	http://bucknersuperior.com/Professionals/TechnicalResources.aspx
Carson	http://www.carsonind.com/pricing.asp
Champion	http://www.championirrigation.com/
Data Industrial	http://www.badgermeter.com/Industrial/Impeller-Products.aspx
Febco	http://www.febcoonline.com/Literature/Price_Lists
FloControl	http://www.ndspro.com/cms/index.php/Catalogs.html
Griswold Controls	http://www.griswoldcontrols.com/
Guardshack	http://www.guardshackenclosures.com/
Harco	http://www.harcofittings.com/products/price-lists.html
Hunter	http://www.hunterindustries.com/Resources/PDFs/pdf_english_catalog.html
Imperial	http://www.imperialcontrollers.com/index.html
Irritrol Systems	http://www.irritrol.com/pdf/catalog09_pricelist.pdf
King Drains	http://www.kinginnovation.com/pro-kingdrains.html
Lasco	http://www.lascofittings.com/Products/pricelst/PriceLists.asp
Leemco	http://www.leemco.com/pricelist.html
Matco	http://www.matco-norca.com/prices.cfm
NDS	http://www.ndspro.com/cms/index.php/Catalogs.html
Nelson	http://www.nelsonirrigation.com/products/
Netafim	http://www.netafimusa.net/index-Ind-down.php
Pentek	http://www.highlineaccessboxes.com/products.asp
Poly Pipe	http://www.pipebid.com/
PVC Pipe	http://www.pipebid.com/
RainBird	http://www.rainbird.com/landscape/index.htm
Rainmaster	http://www.rainmaster.com/default.asp
R-Co Parts	http://thesource-online.com/rco.htm
Smith-Blair	http://www.smith-blair.com/water_literature.php
Spears	http://www.spearsmfg.com/
Superior Controls	http://www.superiorcontrolsco.com/
V.I.T. / Strongbox	http://www.vitproducts.com/pages/pricing0.html
Weathermatic	http://www.weathermatic.com/
Weld-On	http://www.ipscorp.com/literature
Wire	http://www.paigewire.com/default.htm