2

DO NOT INVOICE THIS ADDRESS

City and County of Denver Purchasing Division 201 W. Colfax Ave Dept. 304 Denver, CO 80202 United States of America

Ph: 720-913-8100 Fax: 720-913-8101



Purchase Order Number	PO-00164983
Purchase Order Date	Mar 27, 2025
Contract ID	
Payment Terms	Net 30
Payment Type	ACH
Buyer	Leann Rush

Supplier

M - B CO INC PO BOX 200 NEW HOLSTEIN, WI 53061 United States of America Ph: (920) 8984203

Ship-To: Please note: review the additional notes section below for some more specific agency contact information.

DEN Maint Center 27500 E 80th Ave Unit A Denver, CO 80249 United States of America Steven Ricci

Bill To

Denver International Airport 8500 Pena Boulevard Room 8870 Denver, CO 80249-6340 United States of America Steven Ricci

	Currency	Total Lines Amount	Tax Exempt	Total PO Amount	
	USD	\$1,271,803.09	98-02890-0000	\$1,271,803.09	
Shipping Terms		Shipping Method	Shipping Instructions		
F	OB Destination	Common Carrier			

Goods Lines								
Line Number		Supplier Item Identifier	Description	Due Date	Unit of Measure	Quantity	Unit Price	Line Amount
1			Battery Deposit		Each	1	\$80,000.00	\$80,000.00
Deposit for b	Deposit for battery tariff (see attached letter)							
2			Grant Payment for EV paint truck		Each	1	\$280,000.00	\$280,000.00
Grant portion	Grant portion of EV paint truck costs							
3			EV paint truck with DEN networked charger		Each	1	\$911,803.09	\$911,803.09
2023 Capital	replacement fo	or W-28-030						

Sales Quote 17491-1

Shipping: F.O.B. Denver, CO. 80249, Payment: Term: Net 30 upon receipt of vehicles.

3.26(e)-This Purchase Order is contingent on Council approval and is void without such action. Resolution No.

Purchase Order has been issued in accordance with DRMC 20-64.5 of the Revised Municipal Code: Cooperative Purchasing and is supported by SOURCEWELL CONTRACT AWARDED, CONTRACT NUMBER 080521-Aebi

The terms and conditions of this purchase order shall supersede and replace the SOURCEWELL CONTRACT AWARDED, CONTRACT NUMBER 080521-Aebi

All Titles to Read: City and County of Denver 201 West Colfax Avenue Dept. 304 Denver, CO 80202

Contact person for delivery and other questions is Steve Ricci at 303-342-2778 or Steven.Ricci@flydenver.com and Matthew McKibbin at 303-342-2891 or matthew.mckibbin@flydenver.com

Vendor to fill in and submit Vehicle Check-In Sheet.

Delivery will NOT be considered complete without it.

Delivery: Monday through Friday between 8:00am and 4:00pm. Location:

DENVER INTERNATIONAL AIRPORT FLEET

27500 E 80th Ave, Unit A

Denver. CO 80249

Purchase Order price listed herein includes all shipping and handling.

Upon service completion and/or delivery of goods, please reference Purchase Order (PO) number. Please send/copy invoices to accounts.payable@flydenver.com. All billing inquiries are to be directed to the billing agency contact listed above.

CHANGES TO THIS PURCHASE ARE NOT VALID WITHOUT PRIOR APPROVAL FROM PURCHASING.

Joseph

Authorized By

EXHIBIT A



MB AEBI Schmidt #080521-AEB

For MB Attachments customers receive a 15% discount off of list price for whole goods and parts.

For MB Pavement Products customers receive a 5% discount off of the list price for whole goods and parts.

Customers also receive an additional 5% discount when ordering two or more identical pavement marking units or 5 or more attachments ordered together.



M-B Companies, Inc. Pavement Marking Equipment 95 Blessing Drive Muncy, PA 17756 Phone 920 898 4203 Fax 920 898 4588 www.m-bco.com

PRICE QUOTATION

QUOTATION NO.

17491-1

Please refer to this number when submitting an order

Date: 3/17/2025 Expiration Date: 4/17/2025

27500 E. 80th Ave Denver, CO 80249 Attn: Steve Ricci

To: Denver International Airport

We appreciate the opportunity to submit the following quotation:

F.O.B. Shipping Point: Muncy, PA

M-B Companies, Inc. Maxi-1000A Electric Chassis

The following is included in t	he price shown below:						
Product Code	Item Description	L	IST COST	SC	URCEWELL	QTY	TOTAL
MAXI550ATOTE	MAXI-550A TOTE, 2-275 GALLON TOTES	\$	282,417.50		268,296.63	1	\$ 268,296.63
DCWIRED	Install Wired David Clark Intercom, 3 stations	\$	5,552.50	\$	5,274.88	1	\$ 5,274.88
NIGHTLIGHT	Install Night Lights (each)	\$	331.50	\$	314.93	7	\$ 2,204.48
LIGHTBARMINI	Install Lightbar MINI (each)	\$	1,197.23	\$	1,137.36	1	\$ 1,137.36
STROBE360	Install Strobe Light (each) - 360 Degree Beacon	\$	835.13	\$	793.37	2	\$ 1,586.74
GL3000P	Install Laser Pointer on Chassis Cab Roof	\$	9,425.76	\$	8,954.47	1	\$ 8,954.47
GL3000PM	Install Laser Pointer on Carriage (each)	\$	4,013.30	\$	3,812.64	2	\$ 7,625.27
VIDEOGUIDANCE	Install Camera Video Guidance System, 2 Cameras,	\$	13,029.23	\$	12,377.76	1	\$ 12,377.76
BACKUPCAMERA	Install Backup Camera System, Standard	\$	719.10	\$	683.15	1	\$ 683.15
SC12	Install SC-12 Skiptimer system	\$	15,690.15	\$	14,905.64	1	\$ 14,905.64
THUMBTRIGGER	Install Thumb Switch Trigger for Skiptimer System	\$	755.19	\$	717.43	2	\$ 1,434.86
GRACOPAINT	Install Graco 238-377 Paint Gun	\$	1,443.43	\$	1,371.25	-3	\$ (4,113.76)
GRACOBEAD	Install Graco 238-338 Bead Gun	\$	1,579.95	\$	1,500.95	2	\$ 3,001.91
ELEVATORS	Install Remote Elevators on Paint Guns (each)	\$	848.49	\$	806.06	7	\$ 5,642.44
CANOPY	Install Aluminum Canopy	\$	3,359.63	\$	3,191.64	1	\$ 3,191.64
TOOLBOX	Install Toolbox (each), Lockable, 20" X 20" X 14"	\$	1,148.59	\$	1,091.16	2	\$ 2,182.32
FENDERSTANDEMALUM	Install Aluminum Fenders over Tandem Rear Axle	\$	3,040.88	\$	2,888.83	1	\$ 2,888.83
HEAT-BOILER	Install Paint Heat - Boiler Heat System on Unit	\$	34,031.75	\$	32,330.16	1	\$ 32,330.16
SCHMIDT	Install Schmidt Air Dryer in lieu of Laman	\$	2,126.70		2,020.37	1	\$ 2,020.37
TRAINING	Technical/Startup Training by MB Technician (per day)	\$	2,000.00	\$	1,900.00	3	\$ 5,700.00
	OFF CONTRACT ITEMS						
Add digital speedmeter		\$	329.60			1	\$ 329.60
Add 3rd tote hold down		\$	177.27			1	\$ 177.27
	tank, add (1) 8,800 bead tank, remove standard vac fill, add						
shop air		\$	32,008.50			1	\$ 32,008.50
Add (5) garden hose atta		\$	33.45			1	\$ 33.45
Additional boiler heat par		\$	9,484.93			1	\$ 9,484.93
	essure pumps, add (3) ARO 13 GPM pumps	\$	44,494.24			1	\$ 44,494.24
Add (6) Graco 24G980 paint guns		\$	9,376.73			1	\$ 9,376.73
Add (2) aircraft wheels		\$	1,311.99			1	\$ 1,311.99
Remove Boss 210 air cor	mpressor, add PTO, powerpack and 50-gallon fuel tank	\$	11,510.30			1	\$ 11,510.30
Add actuator for GL3000l		\$	5,011.93			1	\$ 5,011.93
Add fixed 25-light, 48x96 arrowboard		\$	8,779.93			1	\$ 8,779.93
Add (1) single ear headset, Add 4 spare dual ear headsets		\$ \$	2,562.36			1	\$ 2,562.36
On-Site pre-delivery, 2 people			2,900.00			2	\$ 5,800.00
Chassis: Battle Motors, Electric, 60,000 Lbs.		\$	437,958.76			1	\$ 437,958.76
	e Energy, 19.2 KW, 80A wall charger (INCLUDED WITH						
CHASSIS)		\$	-			1	\$ -
Hauled delivery		\$	13,968.42			1	\$ 13,968.42
National Car Charging LLC, Charging Station		\$	306,669.52	\$	5,000.00		\$ 311,669.52

National Car Charging LLC. Includes a \$5,000.00 admin fee. If quote should change from now until time of order, customer is responsible for the difference.

TOTAL QUOTE: \$ 1,271,803.09

TOTAL QUOTE: \$1,271,803.09
BATTERY DEPOSIT: \$80,000.00
REMAINING BALANCE: \$1,191,803.09

Deposit of \$80,000.00 USD required by Battle Motors for securing chassis order. This deposit is non-refundale. See letter from Battle Motors.

OPTIONAL EQUIPMENT (not included in total)

GL3000P Install Laser Pointer on Chassis Cab Roof \$ 9,425.76 \$ 8,954.47 1 \$ 8,954.47

DISCLAIMER - DUE TO THE VOLATILITY OF THE CURRENT MARKET CONDITIONS PRICING IS SUBJECT TO CHANGE AND WILL NEED REVIEWED PRIOR TO ACCEPTING A PURCHASE ORDER

*IF YOUR CHASSIS IS OVER 33,000 LBS. AND YOU QUALIFY FOR AN FET EXEMPTION, PLEASE SUBMIT AN FET EXEMPTION CERTIFICATE WITH YOUR PURCHASE ORDER.

*SOURCEWELL CONTRACT AWARDED, CONTRACT NUMBER 080521-Aebi

CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE SALES TAXES

PAYMENT TERMS: Net 20 days

This quotation is valid for 30 Days

Delivery: 120 to 180 days after receipt of chassis, not withstanding exceptional circumstances out of our control.

Unless otherwise Stated, prices quoted are for the above listed quantities shipped at one time. Prices may change if quantities differ from those shown above.

M-B Companies, Inc.

Customer Acceptance of Order

By: Mike Vander Zwaag, Territory Sales Manager Pavement Marking Equipment Division

Signature Date

THIS QUOTATION IS NOT AN OFFER AND IS NOT LEGALLY BINDING ON M-B. ALL SALES BY M-B SHALL BE SUBJECT EXCLUSIVELY TO M-B'S TERMS AND CONDITIONS OF SALES SET FORTH ON THE BACK HEREOF.

Standard Terms and Condition of Sale

M-B Companies, Inc. of Wisconsin ("Seller") agrees to sell products, parts or components to ("Buyer") on the terms and conditions set out in these Terms and Conditions (the "Terms and Conditions").

Placement of Orders: Processing of an order will not commence until Seller has received written confirmation. If Buyer does not issue a formal purchase order, written confirmation must include the following information: M-B model, size, other options (if applicable), prime mover model to which striper will be mounted, quantity, price, expected discount, expected delivery date, and shipping instructions. This information should appear on Buyer's letterhead, and be signed by an authorized representative of Buyer.

Acceptance: All orders are subject to final written acceptance by Seller at its home office. These Terms and Conditions constitute the final agreement between Seller and Buyer, and shall apply to all sales by Seller to Buyer. Seller's acceptance of this order is expressly conditioned on Buyer's agreement to these Terms and Conditions. Buyer shall be deemed to have consented to these Terms and Conditions in the event it accepts the shipment of any products from Seller. These Terms and Conditions supersede any and all conditions contained in Buyer's purchase order or other document furnished by Buyer. Any attempt by Buyer to vary these terms is hereby expressly objected to and rejected.

Price: Unless otherwise stated, all prices and deliveries are FOB Muncy, Pennsylvania. Prices do not include any taxes. All prices, specifications, terms and conditions are subject to change without notice. All orders will be invoiced at the price in effect when the order is received by Seller. All quotations shall be valid for a period of ninety (90) days unless otherwise noted.

Delivery Dates / Delays: Delivery date quoted shall be FOB shipping point date unless otherwise specified. Delivery dates are only estimations by Seller. In the event of delay attributable to Buyer, Buyer shall compensate Seller for delay costs. Seller shall not be liable for delays in delivery or failure to perform due to causes beyond its reasonable control, including but not limited to, acts of nature, acts of war or terrorism, Buyer's acts or failures to act, acts of government or military authority, delays in transportation or shortages, or inability due to causes beyond Seller's reasonable control to obtain necessary labor, materials, utilities, components, parts or manufacturing facilities.

Payment Terms: Payment terms are Net 20 days after invoice date (special terms may apply). Seller reserves the right to require cash payment if Seller develops doubt as to Buyer's ability to pay. Seller may charge Buyer interest at the rate of one percent (1.0%) over current prime rate per annum on past due accounts. In addition, in the event of late payment or default by Buyer, Seller shall be entitled to collect its attorneys' fees, expenses and other costs incurred in pursuing collection. Buyer shall not take any credit against payment due Seller without a written credit memorandum authorizing such credit issued in advance by Seller. Payments due to Seller, whether for the purchase of products or otherwise, shall be paid without deduction, set-off, or recoupment by Buyer.

Returns: Buyer shall not return any products unless authorized in writing by Seller with Seller's "returned materials authorization" number (RMA). The RMA must be prominently displayed on the outside of the return packaging. Any request to return products must be made within ten (10) days from the receipt of the products by Buyer. Returned products must be in first class saleable condition, in their original container, shipment prepaid. The issuance of an RMA number is not an admission of liability on Seller's part for reimbursement of any type. The returned products will be examined upon receipt, at which time proper disposition will be determined. Buyer will be advised at that time of any adjustments or credits that may be made. All products that are returned for any reason other than defective material will be subject to inspection to ensure the item's resaleable condition. In any event, a 30% restocking fee, as well as the freight charges both ways will be deducted from any credit. Nonstandard or used material, and components designed to meet Buyer's unique requirements or specifications, are not returnable. Unless otherwise expressly agreed, an order for equivalent value must accompany returned products and all such products are accepted for credit only after factory inspection. Buyer returning products must pay transportation charges and bear risks of loss or damage to goods while in transit. Warranty: Seller provides a limited warranty pursuant to the terms of its separate Limited Warranty Policy. The Warranty is Buyer's exclusive remedy.

Limitation of Liability: Seller shall not be liable to Buyer or any Customer of Buyer for any incidental, consequential, special or punitive damages. In no event shall Seller be liable for damages which exceed the purchase price for the products.

Indemnification / Insurance: Buyer shall indemnify and hold Seller harmless from any loss, including, but not limited to, attorneys' fees and expenses, which Seller may sustain as the result of any claim arising out of or relating to use or sale of the products by Buyer, Buyer's customer, or any third party. If Buyer maintains insurance which may be applied to any liability it has to Seller pursuant to these Terms and Conditions, then Buyer agrees to take whatever actions are necessary to perfect said insurance coverage for the benefit of Seller.

Changes / Cancellation: Buyer may request changes in its order provided that Seller receives written notice of and accepts the desired changes and that Buyer accepts the additional charges as determined by Seller. Seller's refusal of Buyer's request to change its purchase order shall not be cause for Buyer's cancellation of its order except upon payment of a cancellation charge to be determined by Seller. Seller shall have the absolute right to cancel any undelivered orders upon breach thereof by Buyer, failure by Buyer to make any payment required hereunder, or insolvency or bankruptcy of Buyer. A purchase order or any part thereof which is accepted by Seller may not be cancelled by Buyer until Seller receives written notice of the cancellation, has determined reasonable additional charge to be made and the charge has been paid by Buyer.

Infringement: With respect to the products which are made by Seller based on any specifications, directions, models, or samples furnished by Buyer or commercial standards of Buyer's industry, Buyer will defend and hold Seller harmless from any and all liability and expenses arising out of or relating to any claims based on infringement or alleged infringement of patents, trademarks or copyrights from the use or sale of products made by Seller either as such or as part of complete items.

Notices: Any notice given pursuant to these Terms and Conditions shall be sent by means providing proof of delivery and: (1) if to Buyer, to its regular place of business; and (2) if to Seller: PO Box 200, 1615 Wisconsin Avenue, New Holstein, Wisconsin 53061.

Entire Agreement: The parties agree that there are no understandings, agreements or representations, express or implied not specified in these Terms and Conditions and that this instrument contains the entire agreement between Seller and Buyer, and that, consequently, no course of prior dealings and no usage of the trade shall be relevant to supplement or explain any of the terms used in these Terms and Conditions.

Governing Law: These Terms and Conditions shall be construed and interpreted under the laws of the State of Wisconsin. Any disputes arising

hereunder or relating to the products shall be brought in Calumet County, Wisconsin.

CITY PO EXHIBIT

City and County of Denver Fleet Management Vendor Supplied Information Data

City Unit(s) # (City Use Only)

ENTER CITY PURCHASE ORDER NUMBER: POExample:PO-00003584	
The following underlined forms and information are REQUIRED for new vehi	cle deliveries:

Copy of entire Purchase Order (all pages) Original MSO (Manufacturers Statement of Origin) – is required for all vehicles except off-road and construction equipment. May receive one for some off road equipment if manufacturer issues one. Name of purchaser: City and County of Denver Address: 201 W. Colfax Ave. Dept. 304 **Denver, CO 80202** Secured Dealer Bill of Sale (DR2407) - IN STATE ONLY - Required for on the road vehicles Such as cars, pickup[s, vans and any vehicle under 16,000 GVWR. Not needed if odometer Section is filled out and signed on MSO. Not required on vehicles over 16,000GVWR LBS. Application for Title and Registration (DR2395) – Required for all on-road vehicles and trailers. Verification of Vehicle Identification Number (DR2698) – Required for all Vehicles coming from an out of state dealer, incomplete vehicle. I.E. Cab and Chassis. Statement of Fact (DR2444) - Required on all vehicles with modifications to the cab and chassis. Such as a body crane, auxiliary engine, etc. The statement of fact must include the modifications made and include VIN numbers of chassis and equipment. Special Mobile Machinery Form (DR2689) - Required on all off road and Construction equipment. I.E. Front end loaders, tractors, skid steer loaders, Mowers, air compressors, motor graders, etc. Weight slip required - (on all incomplete vehicles that are made into a complete vehicle) – and all off-road equipment and construction type equipment. (Front end loaders, sweepers, graders, air compressors, rollers, etc.). Temporary License Plate – Required for all on-road vehicles. Not required for off road Equipment. <u>Original Dealer Invoice</u> – Required for all vehicles on and off the Road. Receipt or Contract for Optional Warranty – Only if spec or called out on P.O. Shop and Parts manuals (as required) (CD or electronic form preferred) - Only if spec or show as a line item of P.O. Standard Sales Tax Receipt for Vehicle Sales (DR0024)-IN STATE ONLY- Required for purchases to disclose the purchase amount to the state. Dealer Signature:__ Date:____

DMV CHECKLIST Version: 06-02-2020