

# TOWN OF CASTLE ROCK EQUIPMENT ACQUISITION AGREEMENT (Ambulances Acquisition - CRFD)

### DATE:

**PARTIES:** TOWN OF CASTLE ROCK, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town").

**BNT ENTERPRISES, LLC d/b/a PEAK MOTOR COACH**, a Colorado limited liability company, 10790 W. 50<sup>th</sup> Avenue, Suite 300, Wheat Ridge, CO 80033 ("Vendor").

Town and Vendor may alternatively be referred to herein individually as a "Party" and collectively as the "Parties."

### **RECITALS:**

I. The Town may authorize a Sole Source purchase if: (1) the product or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town; (2) the product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town; or (3) the Town currently has a contract in place with a vendor for like products or services.

II. The Town engages Vendor pursuant to its Sole Source policy to provide the goods more fully described in the following Agreement and Exhibits.

In consideration of the mutual promises stated in this Town of Castle Rock Equipment Acquisition Agreement, including all exhibits, attachments, and amendments (the "Agreement"), the Parties agree as follows:

### **TERMS:**

1. <u>Goods to be Provided.</u> Subject to the provisions of this Agreement, Vendor shall provide all of the materials, goods, products, and/or equipment as set forth on *Exhibit 1* ("Goods"). Vendor shall provide the Goods consistent with standards and practices of the profession.

2. **Payment**. The Town's total obligation to Vendor under this Agreement for the Goods, including for transportation and or delivery expenses for the delivery of the Goods to the Town at 300 Perry St., Castle Rock, CO 80104 or at such other location as is subsequently specified by the Town, shall not exceed **\$654,810.00**, unless authorized in writing by the Town. Vendor shall invoice Town upon delivery of the Goods in accordance with the pricing included in *Exhibit 1*. Town may withhold payment, in whole or in part, for the Goods found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations, or if Vendor is in default of the Inspection and Warranty Sections herein, below ("disputed Goods"). The Town shall not be required to pay for disputed Goods until the dispute is resolved. Subject to the foregoing provisions, the Town shall remit all undisputed payment due to Vendor, whether in whole or in part, within thirty (30) days of receipt of such invoice.

3. <u>Completion & Term of Agreement.</u> Vendor understands time is of the essence in this Agreement. Vendor shall commence its obligations under this Agreement to the Town upon execution of this Agreement, and shall deliver the Goods to the Town at 300 Perry St., Castle Rock,



CO 80104 or at such other location as is subsequently specified by the Town, by no later than the fall of 2025, with delivery anticipated to occur in October of 2025. The term of this Agreement shall commence upon execution of this Agreement and expire on December 31, 2026 (the "Term"). The Parties may mutually agree to extend the Term under the same terms and conditions by a written amendment to this Agreement prior to the expiration of this Agreement. Vendor shall devote adequate resources to assure timely delivery of the Goods in accordance with the standards specified in this Agreement. Vendor shall use a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

4. <u>Termination</u>. Town shall have the right to terminate this Agreement, in whole or in part, at any time and for any reason, immediately upon written notice to Vendor. The Town's only obligation in the event of termination shall be payment of the fees and expenses incurred up to and including the effective date of termination due for Goods accepted by the Town. Termination by the Town shall not constitute a waiver of any claims the Town may have against Vendor. Vendor acknowledges and accepts the risks inherent in this Town right to termination for convenience and expressly accepts them.

5. <u>Annual Appropriation</u>. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination due for Goods accepted by the Town.

6. <u>Inspection</u>. The Town has the right to inspect the Goods provided under this Agreement at all reasonable times and places during the Term of this Agreement, including but not necessarily limited to prior to Vendor invoicing and Town payment. The Town may inspect all Goods prior to acceptance. Failure by the Town to inspect and test the Goods shall not relieve Vendor of its obligation to deliver the Goods in accordance with the terms and conditions of this Agreement.

7. <u>Acceptance of Goods.</u> The Town may refuse the Goods and cancel all or any part of this Agreement, without imposition of liability on the Town for such Goods, if Vendor fails to deliver all or any part of the Goods in accordance with the terms and conditions of this Agreement, including but not limited to if any part of the Goods are defective or do not meet specifications. The Town may reject and return any parts of the Goods not acceptable to the Town at Vendor's cost for full credit. Vendor shall bear the cost of any inspection/testing that reveals Goods are defective or do not meet specifications. Any acceptance by the Town shall not be deemed a waiver or settlement of any defect or nonconformity in such Goods. If Town elects to accept nonconforming or defective Goods, Town, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate Town for the nonconformity or defect.

8. **Warranty.** Vendor expressly warrants that all Goods furnished under this Agreement shall be free from defects in materials or workmanship, are merchantable, fit for the purposes for which they are to be used, are installed properly and in accordance with the manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery. Vendor shall, at its option and at its sole expense, timely repair or replace any Goods provided under this Agreement that fail to satisfy this warranty during the warranty period. Additionally, Vendor agrees to assign to the Town all written manufacturer warranties relating to the



Goods and to deliver such written warranties to the Town. These warranty obligations shall survive the expiration or termination of this Agreement.

9. <u>Risk of Loss</u>. With respect to any Goods provided under this Agreement, the risk of loss shall not pass to the Town until such Goods have been received and accepted by the Town, pursuant to the Inspection and Warranty Sections herein, above, at the destination specified by the Town. Vendor assumes full responsibility for packing, crating, marking, transporting, and liability for loss or damage in transit, notwithstanding any agreement by the Town to pay freight, express or other transportation charges. Loss, injury, or destruction shall not release Vendor from any obligation(s) hereunder.

10. <u>Assignment/Subcontractors.</u> Vendor shall not assign or subcontract any of its rights or obligations under this Agreement without the written consent of the Town. In the event the Town permits an assignment or subcontract, Vendor shall continue to be liable under this Agreement and any permitted assignee or subcontractor shall be bound by the terms and conditions contained in this Agreement and any attached Exhibits to the Agreement.

11. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other Party or Parties. Such notice shall be deemed given when deposited in the United States mail.

12. **Colorado Governmental Immunity Act.** The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

13. <u>Indemnification</u>. Vendor expressly agrees to indemnify, defend and hold harmless Town or any of its officers, agents or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Vendor or any of their employees or agents in performing work or services or providing Goods pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Vendor. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

14. **Delays.** Vendor shall notify the Town immediately of any condition that may interfere with the performance of Vendor's obligations under this Agreement, in writing, within twenty-four (24) hours of such condition's first occurrence. The Town's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies the Town may possess under this Agreement. Any delays in or failure of performance by any Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

15. <u>Additional Documents, Entire Agreement, Amendments & Severability.</u> The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. Further, this Agreement represents the entire agreement between the Parties



and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by all the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

16. <u>Time is of the Essence.</u> If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either Party, then this Agreement, at the option of the Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper.

## 17. Insurance.

General Conditions: Vendor agrees to secure, at or before the time of execution of A. this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Vendor shall keep the required insurance coverage in force at all times during the term of the Agreement, 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-VII" or better. Each policy shall require notification to the Town 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 Town. 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, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor 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 Agreement. All commercial and automobile liability policies shall have the following additional provisions:

- Severability of interests or separation of insureds provision;
- Provision that coverage is primary and non-contributory with other coverage maintained by the Town;
- The underlying Agreement is an "insured contract" under the policy;
- Defense costs shall be outside the policy limits for liability coverage.

B. **Proof of Insurance:** Vendor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Vendor certifies that the certificate of insurance attached as *Exhibit 2*, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Vendor's breach of this Agreement or of any of the Town's rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town may require additional proof of insurance, including but not limited to policies and endorsements.



C. Additional Insureds: For Commercial General Liability and Automobile Liability, Vendor and subcontractor's insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

D. Waiver of Subrogation: For all coverages required under this Agreement, Vendor's insurer shall waive subrogation rights against the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town.

E. **Subcontractors:** Vendor shall confirm and document that all subcontractors (including independent contractors/consultants, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided.

F. Workers' Compensation and Employer's Liability 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 per occurrence for each bodily injury claim, \$10

G. **Commercial General Liability:** Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate (per project). The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability.

H. Automobile Liability: Vendor 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 Agreement.

18. <u>Default and Remedies</u>. In the event either Party should default in performance of its obligations under this Agreement, and such default shall remain uncured for more than ten (10) days after notice of default is given to the defaulting Party, the non-defaulting Party shall be entitled to pursue any and all legal remedies (subject to the following limitations on damages) and recover its reasonable attorney's fees and costs in such legal action. In addition, if the non-defaulting Party is the Town, it may withhold payment to Vendor until the default is cured. No Party will be entitled to lost profits or incidental, consequential, punitive or exemplary damages in the event of a default.

19. <u>Waiver</u>. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

20. <u>Venue & Choice of Law.</u> Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado, as well as the Charter and Municipal Code, rules, regulations, and fiscal rules of the Town.

21. <u>Compliance with Laws.</u> Vendor shall observe and comply with all federal, state, Town and other laws, codes, ordinances, rules and regulations related to its performance under this Agreement. The Town may immediately terminate this Agreement, in whole or in part, if Vendor or an employee of Vendor is convicted, pleads nolo contender, 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.

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22. <u>Americans with Disabilities Act.</u> Vendor agrees to ensure that any Goods, deliverables, work, services, and/or equipment developed, designed, constructed or produced pursuant to this Agreement will comply with all requirements of the Colorado Anti-Discrimination Act, Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act and the Architectural Barriers Act. To the extent any Goods, deliverables, work, services, and/or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Vendor shall indemnify the Town in accordance with the terms of this Agreement and, at the Town's option, shall re-vise, re-construct, or similar, the non-compliant Goods, deliverable, work, service, and/or equipment, or reimburse the Town for the cost associated with bringing the non-compliant Goods, deliverable, work, service and/or equipment into compliance. These indemnification obligations shall survive the expiration or termination of this Agreement.

23. <u>No Discrimination in Employment.</u> The Town is a governmental agency and, therefore, in connection with the performance of work or services or provision of Goods under this Agreement, 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, gender identity or gender expression, marital status, or physical or mental disability, or any other protected class under Federal or State law; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

24. <u>Title VI Compliance.</u> To the extent applicable, Vendor shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

25. <u>Advertising and Public Disclosure.</u> Vendor shall not include any reference to this Agreement or Goods provided pursuant to this Agreement in any of Vendor's advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

26. <u>Authority.</u> The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Vendor and bind their respective entities. This Agreement is executed and made effective as provided above.

27. Independent Contractor. Vendor and the Town hereby represent that Vendor is an independent contractor for all purposes hereunder. The Parties understand and agree that no employer/employee relationship is established upon execution of the Agreement. Vendor represents and warrants that Vendor is free from the Town's direction and control in the performance of Vendor's obligations under this Agreement and that Vendor has an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Vendor represents and warrants that the Town does not control what work or services Vendor will perform or the manner in which such work or services will be performed. Vendor is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Vendor shall not create any indebtedness on behalf of the Town.

28. <u>No Third-Party Beneficiaries.</u> It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Vendor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express



intention of the Parties that any person other than Town or Vendor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

29. <u>Survival.</u> All terms and conditions of this Agreement which by their nature must survive termination or expiration of the Term shall so survive. Without limiting the foregoing, Vendor's warranty and defense and indemnity obligations shall survive for the relevant warranty or statutes of limitations periods plus the time necessary to resolve any claims, matters or actions begun within that period.

30. <u>No Construction Against Drafting Party.</u> No provision of this Agreement shall be construed against the drafter.

31. **Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

32. <u>Licenses & Taxes.</u> Vendor affirms it is licensed to do business in the State of Colorado and is in good standing. Vendor shall be solely responsible for paying all applicable taxes associated with or arising out of this Agreement.

33. **Confidentiality.** Vendor agrees that it shall treat as confidential all information provided by the Town regarding the Town's business and operations. All confidential information provided by the Town hereto shall be used by Vendor solely for the provision of Goods pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

34. **Priority of Provisions.** In the event that any terms of this Agreement and any exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing the description of Goods and pricing; and (3) Exhibit containing Vendor's certificate of insurance.

## **ATTACHED EXHIBIT:**

EXHIBIT 1 – DESCRIPTION OF GOODS AND PRICING EXHIBIT 2 – VENDOR CERTIFICATE OF INSURANCE

## [SIGNATURE BLOCK TO FOLLOW]



# **ATTEST:**

# **TOWN OF CASTLE ROCK**

Lisa Anderson, Town Clerk

Approved as to form:

Jason Gray, Mayor

Approved as to content:

Kaitlin Parker, Assistant Town Attorney

Norris W. Croom, III, Chief of Castle Rock Fire Dept.

# VENDOR - BNT ENTERPRISES, LLC d/b/a PEAK MOTOR COACH:

 $\frac{2}{(\text{Signature})}$   $\frac{BR(AN LESHER}{(\text{Print Name})}$ By:

PRESIDENT (Title)

Its:



## **EXHIBIT 1**

# DESCRIPTION OF GOODS AND PRICING

Vendor shall provide to the Town two (2) new 2026 Type I 4x4 Osage ambulances.

Vendor's price for one new 2026 Osage/Ford 550 4x4 Type I Ambulance built to match the specifications of the Town's last Ambulance from Vendor will be \$327,405.00 FOB Linn Missouri.

\*\*\* To Change Chassis to a Ram 5500 4x4 Diesel Chassis add \$7,500.00 Total if built on a Ram 5500 Chassis = \$334,905.00

\*\*Estimated delivery is October 2025

OSAGE AMBULANCE 2025 WARRIOR SPECIFICATIONS

Dealer Name:	Peak Motor Coach	
Salesperson:	Brian Lesher	
Customer Name	Castle Rock Fire Department	
& Address	1475 N. Castleton Ct.	
	Castle Rock, CO 80109	
Shipping Addres	8. Same	
		al
Fleet Number:		
Contact Name:	John Amey	
Email:	iamew@crnov.com	
Phone:	303-814-6401	
Fax:		
Chassis Type:	Flame Red Ram 5500 4x4	
Chussis Type.	Flanc Ked Kan 550/424	
Osage Unit #:		
VIN:		
	Ref. 12999	
Ĩ		
	RAM TYPE I w/UREA - 2024 CHASSIS ONLY	
1	Ram 5500, 192" WB, 4x4 Flame Red	EST
<u></u>	Option: Liquid Spring Suspension Option: Add Aluminum Wheels	
-	options and Annihilan wheels	

RAM TYPE 12024 CONVERSION ONLY

STANDARD FEATURES

Ram 2168 Super Warrior

#### CON-2025-0239



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### MODULE

- Super Warrior: 168"L x 72" Headroom Aluminum Diamond Plate Running Boards Rear Mud Flaps
- Totally "Seamless" Body Construction
- Exterior Side & Roof Panels .125" Aluminum
- One-Piece Exterior Side Panels
- One-Piece Crowned Roof
- · Frame Members 2" x 2" Aluminum Tubing Frame Members on 12" Centers or Less
- Diamond Plate Shields:
- Across Lower Rear of Body - Across Lower Front of Body - Lower 1/3 of Entry Doors
- · All Exterior Doors "Pan-Formed" / Extruded Double Break Construction

#### Exterior Compartment Adjustable Shelving Exterior Compartment Lighting • Cast "Grabber" Door Holders Lower Body Impact Rub Built Polished Stainless Steel

Two IFD Whelen 9x7

· Primary / Secondary

Siren / Horn Switch

Cast Siren Speaker

• Rear DOT Lighting

Whelen LED 4x6 w/

Rear Load Lights

Switching Carson SA 400 Siren

· All Body Openings

All Door Latches

Mounted Behind Gaskets

· Exterior Compartment @ Front Left for

Storage of Oxygen

Tank and Back Boards

"Seamless"

#### WARNING SYSTEM

- Two Red Whelen ION-T Mounted in grill · Four Red Whelen ION-T Intersection Lights
- Mounted in Front and Rear Fenders
- · Eight Red LED Whelen 9x7 Modular Lights
- · One Clear LED Whelen 9x7 Front
- Modular Light
- One Amber LED Whelen 9x7 Rear Modular Light
- Two LED Whelen 9x7 Scene Lights Per Side

#### PAINT & MARKINGS

· Base Coat / Clear Coat Modular Paint

 "No Smoking" & "Fasten Seat Belt" Signs Ambulance / Star-of-Life

#### ELECTRICAL

- Digital Voltmeter
- · Audible Low-Voltage Alarm
- Weldon V-Mux Electrical System w/ Load Management & Sequencing System
- Wiring Color-Coded and Heat Embossed
- Every 6" w/ Function · Power Distribution Panel Easily Accessible
- Via Hinged Access Door in Action Area
- One Piece Molded Front Switch Console
- Hinge Mounted Attendant Switch Console
- · Control Console Backlighting Dimmer

#### INTERIOR

- All Vertical Corners 1" Radii
- Stainless Steel Aisle Panel, Left Side,
- Full Length x 18" x .060"
- · Lon-Plate, non skid Vinyl Flooring Rolled 3" Up Both Sides of the Aisle
- EMT Seat, Pedestal Mounted Deluxe
- Seamless Vinyl Captains Chair w/3-Pt Belt · CPR Seat, three piece, molded contoured cushions
- \* Squad Bench
- Retractable Seat Belts for All Locations
- · Handicap Style, 1 %" Diameter, Full Length, Stainless Steel Overhead Grab Rail. This Rail shall be treated with Agion Anti-Bacterial Coating.
- · Handicap Style, 1 %" Diameter, Stainless Steel Door Pulls on Patient Compartment Doors. These Bars shall be treated with Agion Anti-Bacterial Coating.
- Padded Bulk-Head Cabinet Doors
- ALS Compartment w/ In/Out Access

 Battery Switch Activated via Ignition Switch Open Door Warning Light . Hand Held 300,000 CP Spotlight Whelen Dual Intensity LED Patient **Compartment** Dome Lights Exterior Weatherproof Shoreline Receptacle

 R-29 Reflectics Insulation Through-out Module

 Thermostatically Controlled Patient **Compartment Heat &** Cool System 3-Speed Manual Fan Control · Rear Heat & Cool Unit Mounted Floor Level: \* Moisture Drains **Directly Through Floor** \* Short Coolant **Circulation Distance** \* Eliminates Vertical **Circulation of Coolant** \* Unit Easily Accessible for Maintenance · Overhead Air





1		ADDITIONS FOR CASTLE ROCK								
		EMERGENCY & EXTERIOR LIGHTING & SIREN OPTIONS								
Qty		Warning & Intersection Lights, Wig-Wag								
22	W-03	Chrome Flanges for M9								
2	W-04	Chrome Flanges for M6 or M7								
		an a								
Qıy		Premption								
1	W-06	Opti-Com								
Qty		Whelen Smart Linear LED's								
5	W-32	Upgrade 900 to M9 LED, R								
4	W-33	Upgrade 900 to M9, Amber, Blue, R/B, R/A								
1	W-34	Upgrade 900 to M9, All or 1/2 Clear								
2	W-35	Additional M9, Red								
4	W-36	Additional M9, B, A, R/B, R/A)								
2	W-48	Additional M7 LED, R/B, R/A								
2	W-50	Whelen ION-T								
Qty		Scene Lights								
6	W-56	M9 LED Scene, Upgrade								
1	W-64	Upgrade Brake/Tail to M6 (Pair)								
1	W-65	Upgrade Turn to M6 (Pair)								
1	W-66	Upgrade Reverse to M6 (Pair)								
Qty		Siren & Sprakers								
1	W-76	295 HFS7 Remote Head, Dual Amps								
1	W-78	Buell Dual Air Horns Mounted Under Front Bumper								



		ELECTRICAL OPTIONS
y		Inverters, Chargers, Batteries, Shorelines & Outlets
	E-03	Vanner Inverter / Conditioner w/ Remote Switch, Model LSC12-1100
		Choose One: Inverter on with Ignition xx_ Switch in Rear Panel
	E-10	Upgrade to Kussmaul Auto Eject Shoreline Plug, 20 Amp Yellow
		Outlets & Interior Lighting
	E-13	110 V Outlet, Additional per Outlet
		12V DC Outlet, Cigar Style, Additional per Outlet Note:
	E-14 E-16	Outlets will be Ignition Hot unless otherwise specified Dual USB Outlet
	E-23	Power Door Lock Control Head
	E-24	Power Door Lock Per Door
	E-25	LED Lights (3) Above Rear Entry Doors (Brake & Turn)
		Switches & Secure Idle
	E-35	Hidden Switch in Grill for Door Locks
		Pre-wires, Radios, Intercom, & Clocks
	E-39	Pre-Wire & Ground for Radio, (additional per Pre-Wire)
	E-41 E-42	Install Customer Antenna (each) Install Customer Radio Head (each)
-	1.712	instan Custonet Ratio read (each)
		V-Mux Options
	E-47	Warning Lights in Secondary w/Park Brake or Park ("Park" n.a. on some classis")
	E-56	Side Scene on in Reverse
		HVAC Systems
	E-73	IV Warmer Pad, (Smithworks) (12V)
		Mirrors, Hind-Sight, Backup Camera, & Spotlights
	E-83	Safety Vision Color Reverse & Interior Cameras
-	E-87	Go-Light Wireless Remote Control Roof Mount LED Spotlight, Chrome
8		Additional Electrical Options & Special Instruction
_		Move Shoreline inlet to above and front of compartment 2
_		Kussmaul 100 watt solar panel mounted on roof
_		Go light mounted on stanchion on front of box
-		12 volt prewires to #1 & # 7 ( ignition and shoreline powered only)
		NOTE : All 12volt outlets are ignition and shoreline powered only
		NOTE: White lights are the only lights off in secondary
-		NOTE: Air horn compressor and suction pump mount in the top of #1 compartment
F		E-41 2 antennas from box roof to cab 1 puck style antenna from box roof to inverter ca
		Oxygen
L		
-	M-19 M-20	Electric O2 Solenoid w/Switch Amico Digital O2 Gauge w/Regulator
F		
		Additional Medical Options & Special Instructions
F		Install Ferno InLine Cot Bracket with Stainless Steel Runners (ILFS86STNEWMNT w/



		INTERIOR OPTIONS							
Qty		Laminate & Vinyl							
		Note Provide Colors:							
		Laminate Color: Grey Nebula							
		(Standard Colors: Dove Grey, Grey Glace, Grey Nebula)							
		Vinyl Color:Ash Grey							
		(Standard Colors: Cohalt Blue, Wedge Wood Blue, Ash Gray,							
		Claret Red, Desert Rose Red)							
		Lonplate Color:Gummetal							
		#176 Pewter, #424 Gummetal, #165 Sapphire							
Qty		Seating, Squad Bench, EMT, CPR							
1	1-07	Swivel Pedestal for EVS Attendant Seat							
1	I-08	3-Pt. Child Seat							
1	1-22	Cargo Net, End of Squad Bench							
Qty		Cabinetry, Windows, Marker Boards, Shelves, & HVAC Ducts							
1	1-29	Radio/Notebook Cabinet in Cab (Design Required)							
	1-30	Customize Console in Type I							
3	I-44	Tilt-up Speed Load Cabinet Windows, w/latch (per window)							
3	I-51	Track-Type Adjustable Shelves in Interior Cabinets, (per shelf)							
1	I-57	Monitor Shelf to the Rear of the CPR Seat							
1	I-59	Glove Storage Over Side Entry Door							
1	1-62	Recessed Suction in Left Aisle Wall (No Door)							
1	I-63	Door For Above							
Qty		Counter Tops							
		Note: Select One of the Following No/Charge Standard Counter Top Colors:							
1		Speckled Gray							
1	1-78	Swivel Bracket for LP12 or LP15							
0		Insulation & Sound Deadening							
QUY									
Qty	1-95	Sound Deadening Under Floor							



	INTERIOR OPTIONS
	Continued
Qty	Additional Headroom, Crawl Through (Type I), Bariatric Package
1	I-102 Single Bench Lid
Qty	Additional Interior Options & Special Instructions
1	Make cabinet over CPR 21" D, widen Cabinet A. Ref J2850.
1	Add 8" tall cabinet under cabinet A above counter top area,
1	Waste thru the head of squad bench (customer will supply trash container for sizing)
1	Add cabinet under rear street side counter
2	12* wide stainless steel cot runners
1	Install customer supplied drug safe in left wall ( note this will protrude thru #1 compt )
1	Havis tunnel mount TMW-RAM-01 Mounted under front console
1	DO NOT angle cabinet above action wall
1	Note: No lips on ALS shelf (trim out with 3/4" angle)
1	Delete 1 ALS shelf

CON-2025-0239



1		EXTERIOR OPTIONS
Qty		Custom Body Size, Compartments, Doors & Door Window
1	EX-03	Additional Exterior Compartment, (per compartment)
3	EX-05	Change Exterior Compartment Size
2	EX-09	Double Door on Exterior Compartment ILO Single Door
1	EX-16	Dry Deck All Compartments
)ty		Shelves & Dividers
2	EX-19	Adjustable Shelving Unit in Exterior Compartment w/One Shelf 12"-30" wide
3	EX-20	Adjustable Shelving Unit in Exterior Compartment w/One Shelf 30"-48" wide
)ty	101.04	Rear Bumpers & Entry Steps
3	EX-35	Dual Interior Emergency Door-Open Handles, Price per Door
1		Bracket for Ferno stair chair on #4 door I.D. of pocket 21"w,7.5d,5"h (Reinforce door and
жy		Rub Rail, Tow Hooks, Mud Flaps, Chains
	EX-40	Rear Tow Hooks (Mounted on Rear Bumper Frame)
1	EX-41 EX-44	Recessed Rear Tow Hooks Grip Strut Inserts in Running Boards
-	EX-50	Southpark Handle at Side Door
†	EX-55	Thunderstruck Bumper
1	EX-66	Divider & Fixed Shelf in #1 or #5
жy		MISCELLANEOUS OPTIONS
1	MS-01 MS-03	Credit for Shipping Spare Tire Loose Fire Extinguisher, 5lb
)iy	1913-01	Additional Exterior & Miscellaneous Options & Special Instructions
		Make Compartment (7) 3/4 height and front half access from exterior for bunker gear. AL
-	n yan an an an dirada a (a sy an a dirada)	from inside.
1		Make compartment 1 34* wide for banker gear. Will have transverse O2.
1		Transverse O2 storage
2		Fixed shelf in # 1 compartment
1		Warning Label on #7 double door (see photos of last truck) Hand pinch with chevrons
)ty	ng transformation	PAINT OPTIONS
+	P-09	Red Paint Color, (Additional Materials Cost)
1	P-13	Delete Standard Beltline Paint
Qty		Pinstripe
1	P-24	6" 3M Diamond Grade Chevrons, Two Alternating Colors
		PROVIDE THE FOLLOWING IF APPLICABLE:
		Primary Paint Color Flame Red
+		Primary Paint Code & MFG PPG917832
Cherry .		Additional Paint Options & Special Instructions
Qty		
<u>1</u>		Reflective Lettering and Striping to match last unit
1		Reflective Lettering and Striping to match last unit Chevron colors: D.G. FL Yellow D.G. Red 4092



# **EXHIBIT 2**

VENDOR CERTIFICATE OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

CKERSNICK

DATE (MM/DD/YYYY)

**BNTENTE-01** 

										6	/2/2025
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									E POLICIES		
	lf	IPORTANT: If the certificate holde SUBROGATION IS WAIVED, subjection is certificate does not confer rights to	ct to	the	terms and conditions of	the po	icy, certain p	olicies may			
Ì	PRO	DUCER				CONTA	°⊺ an,				
	TCW	/ Risk Management					, <sub>Ext):</sub> (303) 3	68-5757	FAX (A/C, No):(	303) (	368-5863
	384 Eng	Inverness Parkway Suite 170 lewood, CO 80112		-			ss: tcwinfo@	)tcwrm.cor			
	-						INS	URER(S) AFFOR	RDING COVERAGE		NAIC #
						INSURE	RA: Arch In:	surance Co	ompany		11150
	INSU	RED				INSURE	<sub>R B :</sub> Pinnaco	ol Assurance	ce		41190
		BNT Enterprises LLC dba Po	eak N	/lotor	Coach	INSURE	RC:				
		10790 West 50th Avenue Ste	e 300			INSURE	RD:				
		Wheat Ridge, CO 80033				INSURE	RE:				
						INSURE	RF:				
г	CO	VERAGES CER	TIFI	CATE	E NUMBER:				REVISION NUMBER:		
	IN CE	HIS IS TO CERTIFY THAT THE POLICIE DICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	EQU PER	IREMI TAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFORE	N OF A	NY CONTRAC	CT OR OTHER ES DESCRIB	R DOCUMENT WITH RESPE	ст то	WHICH THIS
ł	INSR LTR			SUBR WVD		DEEN	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
İ	A	X COMMERCIAL GENERAL LIABILITY	11130	WVD					EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR			MFPK08576205		2/1/2025	2/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
									MED EXP (Any one person)	\$	10,000
									PERSONAL & ADV INJURY	\$	1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
		X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							PROPERTY DAMAGE	\$	1,000
	Α	AUTOMOBILE LIABILITY			MFCA08363005				COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		X ANY AUTO					2/1/2025	2/1/2026	BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY SCHEDULED AUTOS								\$	
		X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
										\$	
	Α	X UMBRELLA LIAB X OCCUR			MEUM40045005		0/4/0005	2/4/2026	EACH OCCURRENCE	\$	3,000,000
		EXCESS LIAB CLAIMS-MADE			MFUM10015605		2/1/2025	2/1/2026	AGGREGATE	\$	2 000 000
	<b>D</b>	DED RETENTION \$		+					re Y PER OTH-	\$	3,000,000
	в	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			4120564		2/1/2025	2/1/2026	X PER OTH- STATUTE ER		1 000 000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		4120564 N/A			2/1/2025	2/1/2023	2/1/2026	E.L. EACH ACCIDENT	\$	1,000,000 1,000,000
		If yes, describe under							E.L. DISEASE - EA EMPLOYEE		1,000,000
		DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
	DESC			ACORE	101 Additional Remarka Sahadul	la may h	a attached if mar		ind)		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)											
	CEF	RTIFICATE HOLDER				CANC	ELLATION				
ſ											
									ESCRIBED POLICIES BE CA		
	The Town of Castle Rock								IEREOF, NOTICE WILL E CY PROVISIONS.		LIVENED IN
100 N. Wilcox Street Castle Rock, CO 80104											
- 1		•									

AUTHORIZED REPRESENTATIVE

Christickermick