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PROPOSAL

Proposal #: City of St. Paul EC140
 Page: 1 of 1
 Date: 11/30/2023
 Issued by: Jay Ahrenholz
 Cell #: 907-351-0191
 Email: jahrenholz@cmiak.com

To: City of St. Paul

Attention: Phillip

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| We at Construction Machinery are pleased to quote the following equipment for your review: | |
| 1 | 2024 Volvo EC140EL excavator FOB Pac West Seattle |
| | <ul style="list-style-type: none"> Enclosed cab with heat and A/C 3.0M arm Linkage with lifting eye 24" triple grouser track pads Delayed engine shutdown Air suspension seat with heat Radio with MP3/USB/Bluetooth Travel alarm Battery switch protector Frame lifetime guarantee Backfill blade Engine block heater Water seperator with heat Straight travel pedal Boom float function LED work lights on deck and boom |
| | \$170,101.00 |
| | <ul style="list-style-type: none"> Esco progressive thumb Esco 36" dig bucket Esco 60" clean out bucket |
| | <ul style="list-style-type: none"> \$14,500.00 \$11,500.00 \$9,000.00 |
| | <ul style="list-style-type: none"> PDI/Winterization/Thumb install via Pac West Winterization includes oil pan pad heater, hydraulic tank pad heater, battery trickle charger, all combined into one common junction box |
| | \$7,500.00 |
| Total Sale Price Due At Time Of Invoicing..... | |
| | \$212,601.00 |
| Prices are valid for 30 days. | |
| Machine availability subject to prior sale or lease. | |
| Any applicable taxes not included. | |

WARRANTIES: Buyer acknowledges that it has examined the merchandise as fully as it desires and that the merchandise is of the size, design, type, and manufacture selected by Buyer. IF THE MERCHANDISE SOLD IS NEW, THE PARTIES AGREE THAT IMPLIED WARRANTIES OF SUCH MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE MERCHANDISE SOLD. However, for new merchandise, Seller shall make available to Buyer, to the extent provided by the manufacturer of the merchandise, solely on behalf of the manufacturer, any warranty provided by the manufacturer, which shall be Buyer's sole and exclusive remedy. For used merchandise, Buyer is purchasing the merchandise AS IS WITH ALL FAULTS, unless Seller has explicitly written in this document that there is an express warranty for a limited period of time for the replacement of parts that Seller, in it's sole judgment, determines to be defective. If seller has explicitly written such an express warranty in this document, the replacement of parts found to be defective during the warranty period shall be Buyer's sole and exclusive remedy. EXCEPT FOR SUCH AN EXPRESS WARRANTY THAT SELLER HAS EXPLICITLY WRITTEN IN THIS DOCUMENT, THERE IS NO WARRANTY OF ANY KIND FOR USED MERCHANDISE, EXPRESS OR IMPLIED AND IN PARTICULAR, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE MERCHANDISE SOLD. AS TO EITHER NEW OR USED MERCHANDISE SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FOR PERSONAL INJURY, DEATH, DAMAGE OR DESTRUCTION OF PROPERTY, LOST EARNINGS, LOST PROFITS, ECONOMIC LOSSES, OR OTHER INCIDENTAL OR CONSEQUENTIAL LOSSES.

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|--|--------------------|
| Construction Machinery Industrial, LLC | Accepted by: _____ |
| By: Jay Ahrenholz | Title: _____ |
| Title: Equipment Sales/Rentals | Date: _____ |
| | City of St. Paul |