

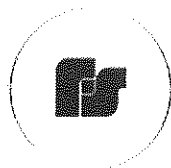
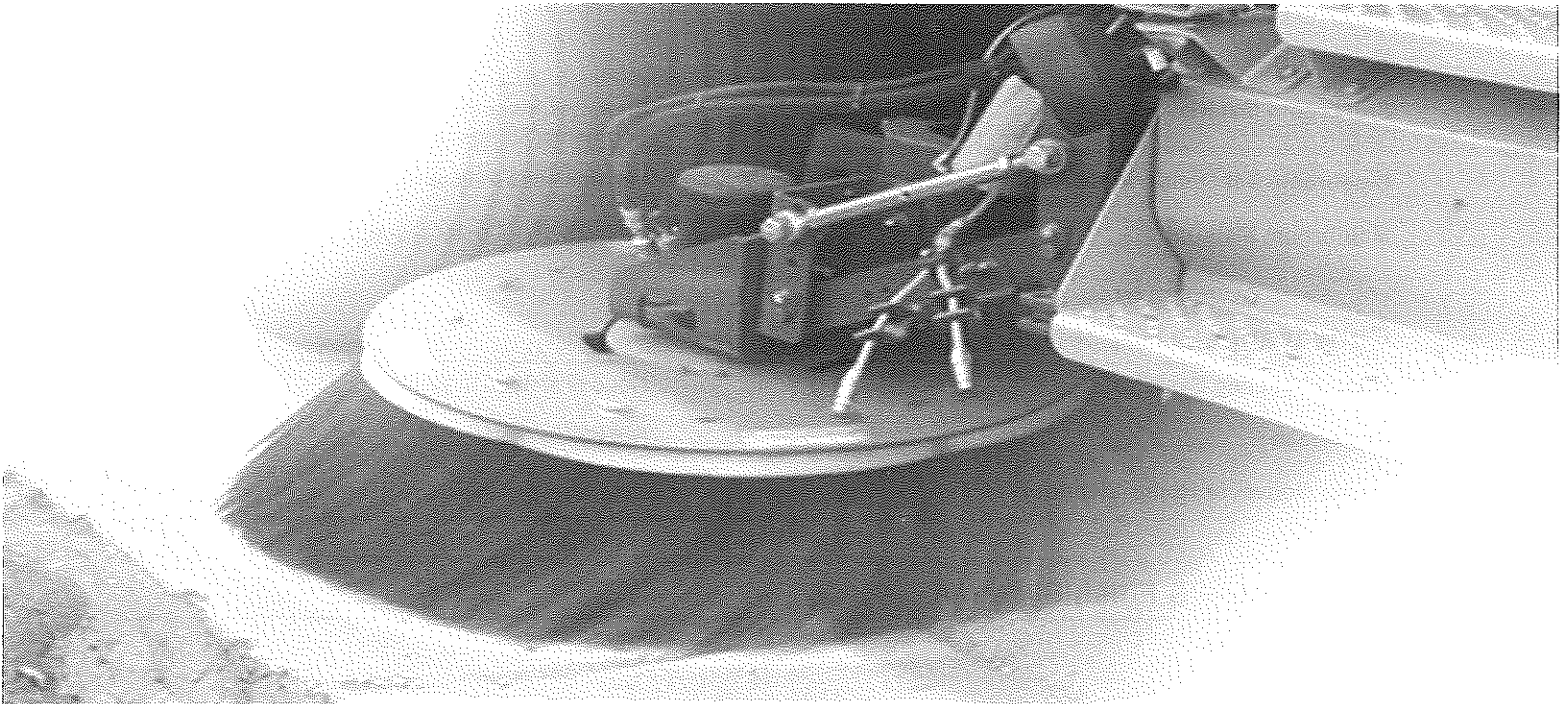


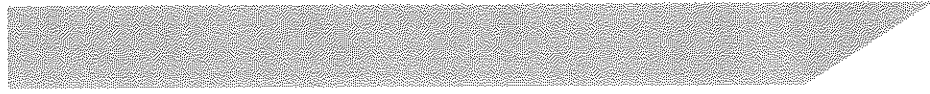
# Proposal Summary

## **Pelican<sup>®</sup>**

Durable. Reliable. Easy-to-Use.  
Three-Wheel Mechanical Sweeper.

**For City of Dickinson ND**





<b>Pelican</b>	Total Price: \$290,445.00
Sidebrooms/Steering	Dual Sidebroom/Dual Steering
Fuel Type	Diesel
Auxiliary Emissions Level	Tier 4f
Domicile	Continental USA
High Altitude Package (Is sweeper being used above 3000ft elevation?)	Yes
Horsepower	Ecoinfused 74

### Brooms

Sidebroom Material	Steel Bristles with Polyethylene Segments(Standard)
Sidebroom Tilt Option Right Hand	Yes (Includes Indicator)
Mainbroom Material	Strip (URB) - Center Sweep

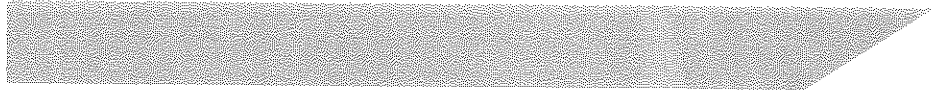
### Conveyance & Hopper

Hopper Coating Systems	None (Painted Only)
Dirt Shoes	Rubber
Lower Conveyor Roller Cleanout	Yes

### Dust Control & Flush Systems

Fill Hose Length	16'8"
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### Component Protection

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Hydraulic Temperature Shutdown	Yes
Battery Disconnect	Yes
Hydraulic Level Shutdown	Yes
Block Heater	Yes

### Lighting & Compliance

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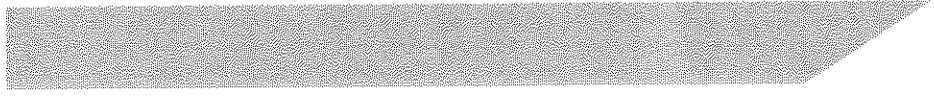
Lighting	Package 5
LED Battery Cover Lights	LED Lights on Battery Cover
Backup Alarms	Federal Signal (Standard)
LED Clearance Lights	Yes
LED Stop/Tail/Turn	Yes
LED Arrowstick	Yes

### Pelican Options

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Radio Options	AM/FM/CD/Bluetooth With (2) Map Lights
Left Hand Seat	Magnum Standard Seat
Mirrors	Unheated Unmotorized Mirrors
Right Hand Seat	Air Ride Hi Back Cloth
Right Hand Limb Guard	Regular Duty





## Manuals and Warranty

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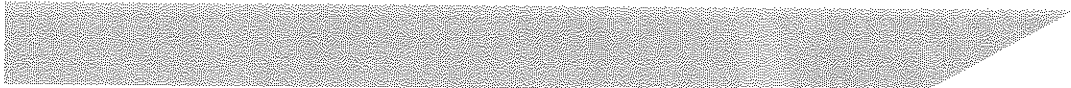
Sweeper Warranty	1 Year Parts and Labor
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1
John Deere Parts Manuals	1
John Deere Operators Manuals	1
Cummins Operators Manual	1

## Paint & Decal

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Paint Sweeper	Standard White
Elgin Logo	Red Logo





**Chassis Notes :**

Sourcewell Contract #093021-ELG	<b>Pelican</b>	
	<b>Freight Total</b>	\$0.00
	<b>Factory Total</b>	\$278,413.00

Price indicated includes approved Special Request  
Price valid for 30 Days from date of 02-29-2024

Product Model: Pelican  
Proposal Date: 02-29-2024  
Quote Number: 2024-72268  
Price List Date: 02-29-2024

QTY: 1

Customer Initials \_\_\_\_\_

**Proposal Notes:**

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by ELGIN prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Elgin's standard terms and conditions attached hereto and made a part hereof.

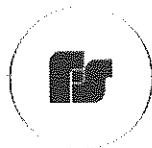
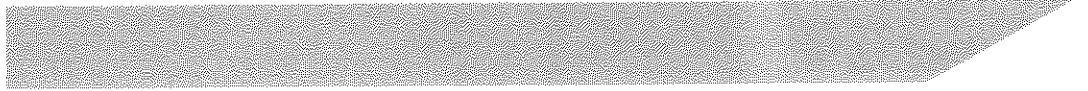
**Signed By:**

**Date:**

\_\_\_\_\_

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# TERMS AND CONDITIONS

**ORDERS:** All orders are subject to acceptance by Elgin Sweeper, Inc. (hereafter referred to as Elgin). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Elgin's Management.

**PRICES:** All orders are subject to current prices in effect at the time of order acknowledgment. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Elgin reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Elgin's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Elgin. Elgin shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

**PAYMENT TERMS:** The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Elgin receives full payment, Elgin shall maintain a purchase money security interest in the product.

**CANCELLATION:** Orders cannot be canceled except upon terms that will compensate Elgin for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

**SHIPMENT:** All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Elgin to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Elgin shall be liable only for ordinary care of the property.

**STORAGE CHARGES:** Elgin shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Elgin is at the customer's or other party's risk. Elgin is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

**PERFORMANCE:** Elgin shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

**EXPERIMENTAL WORK:** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.





SKETCHES, ENGINEERING DRAWINGS, MODELS, and all preparatory work created or furnished by Elgin, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Elgin.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Elgin Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Elgin will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Elgin.

PRODUCT IMPROVEMENTS: Elgin reserves the right to change manufacturing specifications and procedures in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Elgin warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

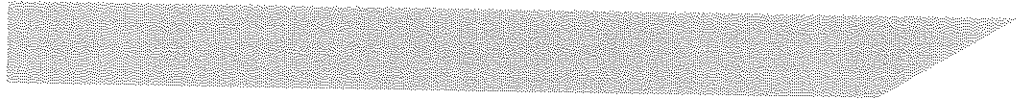
IT IS UNDERSTOOD AND AGREED THE ELGIN'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL ELGIN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ELGIN'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

ELGIN'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT ELGIN'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Elgin to exercise any of its rights under this agreement shall not constitute a waiver thereof nor prejudice Elgin's right to enforce it thereafter.







COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Elgin unless in writing and agreed to by an authorized representative of Elgin. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Signed By: \_\_\_\_\_

Date: \_\_\_\_\_



