



THE WALDINGER CORPORATION

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February 9, 2016

To: Tim Hopper
USD #267 - Renwick

From: Susan Lentz

Reference: Colwich Elementary Boiler replacement

Replacement of Burnham Fire Tube boiler

Option #1 Condensing single boiler

- Remove existing equipment
- Install (1) 825,000 upto 98% efficient condensing CSD compliant boiler
- Startup, check out, electrical, insulation and labor included
- (1) year craftsmanship warranty, MFG warranty on boiler

Budget Price ~ \$35,000.00

Option #2 (2) Condensing smaller boilers

- Same as above scope, installation of (2) 400,000 condensing boilers

Add Budget Price ~ \$5,000.00

Option #3 Replace with similar fire tube boiler with new power burner

- Same as above scope, installation of Hurst fire tube boiler

Add Budget Price ~ \$12,000.00

Assessment Option – For potential repair

- Open boiler after heating season has completed and do full diagnostic
- Half day labor to assess repair scope

Budget Price ~ \$0,000.00*

TERMS AND CONDITIONS

1 SCOPE OF WORK

This Proposal, upon notice to proceed by the Purchaser, shall constitute the entire Agreement between The Waldinger Corporation and the Purchaser and supersedes any prior representations or understandings. No change or modification of any of the terms and conditions stated herein shall be binding upon The Waldinger Corporation unless accepted by The Waldinger Corporation in writing.

Unless it is specifically noted otherwise, The Waldinger Corporation's obligation under this Agreement expressly excludes any work or service associated with clean up, control, removal or disposal of environmental hazards or dangerous substances including but not limited to asbestos or PCB's discovered in or on the premises.

Unless it is specifically noted otherwise, this Proposal is based upon the use of straight time labor only.

2 INVOICING AND PAYMENTS

The Waldinger Corporation may invoice Purchaser monthly for all materials delivered to the jobsite or to an off-site storage facility and for all work performed on-site and off-site. Purchaser agrees to pay The Waldinger Corporation the amount invoiced upon receipt of invoice. Invoices not paid within 30 days of the invoice date will be considered delinquent and subject to a service charge and interest computed at the maximum allowable legal interest rate.

The Purchaser agrees that he will pay and reimburse The Waldinger Corporation for any and all reasonable attorney's fees or other costs which are incurred by The Waldinger Corporation in the collection of the amounts due and payable hereunder.

3 WARRANTY

The Waldinger Corporation warrants and agrees to replace any of its workmanship which is disclosed within a period of Total after the performance thereof to be defective. The Waldinger Corporation warrants materials and parts purchased by The Waldinger Corporation from others only to the extent the same are warranted by the suppliers thereof.

4 TAXES

The price stated in this Proposal does not include any applicable taxes unless specifically noted otherwise. Purchaser shall pay any and all such taxes as required by federal, state or local law.

5 COMPLIANCE WITH LAWS

The Waldinger Corporation shall comply with all applicable federal, state or local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

6 LIABILITY

The Waldinger Corporation shall indemnify the Purchaser from liabilities, losses or damages which may arise in connection with the execution of the work herein specified, and which are caused solely by the negligent act or omission of The Waldinger Corporation. Notwithstanding the foregoing, in no event shall The Waldinger Corporation be liable for any special, indirect or consequential damages which may arise in any manner in connection with the execution of the work, nor shall The Waldinger Corporation's liability under this indemnification exceed the greater of \$25,000.00 or the price of the work stated in this Proposal.

The Waldinger Corporation shall not be liable for any delay in the performance of the work resulting from or attributable to acts or circumstances beyond The Waldinger Corporation's control, including, but not limited to, acts of nature, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, owner, or other contractors or delays caused by suppliers or subcontractors of The Waldinger Corporation.