

**PROPOSAL**

**Customer:** Oelwein Library (318249)  
City of Oelwein Library (201)  
201 East Charles Street  
Oelwein, IA 50662-1939

**Date:** 12/3/2024  
**Quote #:** 477135.1

**Customer PO:**  
**Work Order:**

**Attention:** Susan Macken

**Project:** Replace Right Compressor on HP 2

**We propose to furnish the materials and/or perform the work described below:**

We propose replacing the Right compressor.  
Florida Heat Pump  
Model EM360-3VTC  
Serial NA100768

**We have included the following:**

- All labor during regular business hours
- Final adjustment and calibration of equipment
- Shipping

**We have not included:**

- All work not specifically stated in this proposal
- Asbestos abatement or hazardous waste disposal
- Parts or labor from original call
- Next day or Express shipping is not included
- Refrigerant (We will re-use the existing R-22 as long as the compressor was not a burnout and there is sufficient amount left in the system)

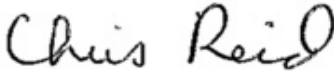
**All for the sum of:** twelve thousand two hundred eighty-eight dollars and eighty-nine cents  
**\$12,288.89**

This proposal is subject to the terms and conditions as shown on the attached page.  
This quote is good for 30 (thirty) day(s).

Purchaser's Acceptance:  
**City of Oelwein Library**

Respectfully Submitted:  
**The Waldinger Corporation**

\_\_\_\_\_  
Signature Date 12/9/2024

  
\_\_\_\_\_  
Signature Date 12/3/2024

Brett DeVore  
\_\_\_\_\_  
Printed Name

Chris Reid  
\_\_\_\_\_  
Printed Name

## 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 30 Day(s) 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 includes any applicable taxes unless specifically noted otherwise. Purchasers shall pay any and all 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.