



November 13, 2024

Clarinda Community Schools

Attn: Jeff Privia

Project Name: Clarinda Community Schools- Compass Upgrade-Omaha_001880

Project Address: 423 East, Nodaway Clarinda, IA 51632

Base Scope of Work

- Provide and install Alerton Compass Software Upgrade to Compass 2.0
 - Includes all technician labor
 - Includes project management

Training

Excluded. If needed, this can be billed on a T&M basis at the current labor rates established by Albireo Energy.

Warranty

Albireo Energy warrants that the workmanship shall be free from defects for a period of (1) year from the date of commencement of use, substantial completion, or date of notice of completion, whichever is the first to occur.

Exclusions

- Providing a new computer or server.
- Furnishing, mounting, or wiring of any controls and/or equipment not included in the above scope of work.
- Warranty on existing equipment and controls.
- Overtime is not included (*Normal Business Hours Only, Monday-Friday 7:00am - 4:30pm*)
- Line Voltage Wiring (*120V and above*).

Check all that apply

<input type="checkbox"/>	Base Scope:	\$9,318
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We look forward to working with you on this project and should you have any questions, please do not hesitate to contact us directly.



Chad Blacketer
Account Manager

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www.AlbireoEnergy.com

Authorization

Company

Signature

Printed Name

Date



Terms and Conditions

By accepting this proposal, the purchaser agrees to the following Terms and Conditions with Albireo Energy Inc. hereafter referred to as AE:

1. **SCOPE OF WORK:** This proposal is based upon the use of straight time labor only, unless otherwise stated in this contract. AE will perform the contracted work with trained, experienced, and qualified personnel. Plastering, patching, and painting are excluded. Material will be furnished by AE, however, may be distributed and installed by others under AE's supervision but at no additional cost to AE. Purchaser agrees to provide AE with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. AE agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge AE for any costs or expenses without AE's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by AE under this agreement, AE's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by AE shall not operate to compel AE to perform any work relating to Hazards without AE's express written consent. Services performed at customer's direction outside of the scope of this proposal will be billed at our prevailing rates.
2. **INVOICING AND PAYMENTS:** Invoices are due and payable within 30 days of date of invoice. If payment is not received when due, the agreement will be considered breached, and services may be suspended and or terminated. Payments shall be made in monthly, quarterly, or yearly installments as stated in contract, due and payable in advance of services being rendered.
3. **MOBILIZATION:** As compensation for the services provided by AE during the mobilization period, AE shall be entitled to a minimum 15% mobilization fee of total contract price upon acceptance of this proposal and signed contract. AE shall invoice the upfront mobilization fee which is payable within (30) days.
4. **MATERIAL:** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons for the control of, and without the fault of, AE, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent there, and in the case of permanent unavailability, AE shall be excused from furnishing said materials or equipment, but shall remain responsible for furnishing a substitute acceptable to Purchaser at AE's expense, and shall be reimbursed for the difference between the price for the materials or equipment currently unavailable and its cost for the substitute.
5. **WARRANTY:** AE warrants that the equipment manufactured shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by AE, for a period of ninety (90) days from installation. AE warrants that for equipment it furnishes and/ or installs but manufactured by others, AE will extend the same warranty terms and conditions that AE receives from the manufacturer of said equipment. For equipment installed by AE, if Purchaser provides written notice to AE of any such defect within thirty (30) days after the appearance or discovery of such defect, AE shall, at its option, repair or replace the defective equipment. For equipment not installed by AE, if Purchaser returns the defective equipment to AE within thirty (30) days after appearance or discovery of such defect, AE shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by AE shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. Repair or replacement of equipment parts or components is limited to restoring working condition. AE shall not be obligated to provide replacement equipment that provides significant betterment or improvement to the system initially installed. AE shall not be responsible for repairs, replacement or services required due to negligence, abuse, misuse, improper repairs or modifications, lack of operator maintenance or other issues beyond our control. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANT ABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
6. **LIABILITY:** AE Shall not be liable for any liquidated, delay, special, indirect, or consequential damages arising in any manner for the equipment or material furnished, or the work performed, pursuant to this agreement only if the event, act, incident, or omission leading to such damages was not due to the negligence or willful misconduct of AE, or its employees, agents, or representatives. Cybersecurity and related liability is specifically excluded. AE's liability to under this Agreement is limited to the total amount paid to Albireo during the calendar year in which the liability occurred.
7. **INTELLECTUAL PROPERTY PROTECTIONS:** AE reserves our right to our intellectual property, and AE's liability for any intellectual property issues is specifically excluded.
8. **TAXES:** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by AE or, alternatively, shall provide AE with acceptable tax exemption certificates. AE shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
9. **DELAYS:** AE shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond AE's control, including, but not limited to, acts of God, fire, riots, and labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors. AE shall not be responsible for loss, delay, injury, or liquidated or actual damages caused by circumstances beyond our control. In no event shall we be liable for business interruption losses, or consequential or speculative damages.
10. **ATTORNEYS' FEES:** Purchaser agrees that it will pay and reimburse AE for any and all reasonable attorneys' fees which are incurred by AE in the course of AE's collection of undisputed invoice amounts due pursuant to Paragraph 2 above.