



November 13, 2025

Clarinda High School Tux Controller Upgrade

Jeff Privia

Clarinda Community School District

Project Summary

Albireo Energy is pleased to present a priced scope of work for the upgrade of the obsolete Tux controllers for Clarinda High School. Thank you for the opportunity.

Project Name	Clarinda High School Tux Controller Upgrade – Unit Ventilators
Project Address	100 N Cardinal Dr. Clarinda, IA 51632
Proposal Revision	2
Attention	Jeff Privia
Albireo Energy Contact	Chad Blacketer Account Manager cblacketer@albireoenergy.com m. (402) 681-2590

This proposal is being offered to Clarinda Community School District by Albireo Energy. This document is intended to be confidential between Clarinda Community School District and Albireo Energy. All information contained herein is intended only for the use of Albireo Energy and Clarinda Community School District personnel.

Bid Documents

- Not applicable. Scope of work is determined by Alerton Compass system backup and site visit observations.

Base Scope of Work

Qty	Item	Description
6	Unit Ventilator Controller	Remove and replace Unit Ventilator controller. Provide and install controllers, associated sensors, and relays. Program and test for complete functionality. Control valves and damper actuators shall be re-utilized.
1	Miscellaneous points Controller	Remove and replace Miscellaneous points controller (controlling lighting and miscellaneous control points. Provide and install controller, associated sensors, and relays. Program and test for complete functionality. Control valves and damper actuators shall be re-utilized.

Training

Hours	Description
1.5	Customer training shall consist of (1) site visit with requested customer personnel and will consist of up to (1.5) hours of onsite training. The training agenda shall review the Building Automation System graphical user interface and associated operating procedures for the equipment within this defined scope of work.

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.

General Provisions & Clarifications

Please reference Scope of Work.

Exclusions

- Furnishing, mounting, or wiring of any controls and/or equipment not included in the above scope of work.
 - Warranty on existing equipment and controls.
 - Factory start-up or warranty on any equipment not provided by Albireo Energy.
 - Commissioning Agent changes to engineer's design intent including modifications to Sequence of Operations.
 - Overtime is not included (Normal Business Hours Only, Monday - Friday 7:00am – 4:30pm)
 - Line Voltage Wiring (120V and above).
 - Installation of control valves, well sensors, flow meters, differential pressure transmitters in piping.
 - The Client shall provide IP addresses, port assignments and associated configuration labor of internal network architecture.
 - An outgoing email address and server shall be provided and configured by the client for use in remote alarming capabilities.
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Pricing

Check all that apply:

<input type="checkbox"/> Base Scope	\$40,651.00
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Pricing outlined in this proposal shall remain valid for thirty (30) days from the date of issue.

Proposed pricing includes material costs based on Albireo Energy's interpretation of the plans and specifications unless otherwise noted.

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

Authorization

Company

Signature

10825 Farnam Drive Suite 201, Omaha, NE 68154 | AlbireoEnergy.com

Printed Name

Date



cblacketer@albireoenergy.com
m. (402) 681-2590 o. (402) 571-9454

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Terms & Conditions

By accepting this proposal, the Customer agrees to the following Terms and Conditions.
Albireo Energy, 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. AE reserves the right to charge interest at the rate of 1.5% per month, or the maximum rate permitted by applicable law, for any and all amount due and owing beyond 30 days of invoicing. Customer will reimburse AE for all costs of collection, including without limitation court costs, reasonable attorneys' fees, and interest. AE reserves the right to discontinue our work at any time until we have assurance, satisfactory to us, that payments will be made as agreed. THE CUSTOMER UNDERSTANDS THAT THIS IS A FIXED PRICE PROPOSAL. SUPPORTING DOCUMENTATION FOR MATERIALS AND/OR LABOR SHALL NOT BE A CONDITION PRECEDENT IN ORDER FOR PAYMENT IN FULL TO BE MADE TO AE.
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. **OBSOLESCENCE:** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons outside 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 thereof, 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 Customer 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. If installing the substitute requires modifications or additions to the existing system then AE shall be reimbursed for the associated costs.
5. **CLERICAL ERRORS:** The Company reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in quotations, order acknowledgements, invoices, or other documents.
6. **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.
7. **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.**

8. LIMITATION OF LIABILITY:

- a. Notwithstanding anything to the contrary in this Agreement, AE's total liability to Customer under the Agreement is limited to the total amount paid by Customer to AE during the calendar year in which the liability occurred.
 - b. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to the services, equipment, material furnished, or performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
 - c. AE's liability with respect to the products, materials and equipment sold hereunder shall be limited to the warranty provided in section 5 hereof and shall not exceed the cost of repairing or replacing defective products.
 - d. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of AE.
 - e. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.
9. **INTELLECTUAL PROPERTY PROTECTIONS:** AE reserves our right to our intellectual property, and AE's liability for any intellectual property issues is specifically excluded.
10. **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.
11. **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.
12. **FORCE MAJEURE, DELAYS AND DISRUPTIONS:** AE shall not be liable for any delays or disruptions in the performance of the work, services or delivery of equipment and materials, or for any loss, damage, claim, disruption or delay due to any cause beyond AE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), terrorism, riots, civil commotion, war, malicious mischief, cyber-attacks, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God, strikes, lockouts, labor disputes or disturbances, work interruption, flood or other water damage, conditions of the premises, acts or omissions of the Customer, other Contractors, or Owner of the property of which the work is performed, delays caused by others, fire, explosion, theft, or inclement weather. In the event of such delays or disruptions, AE shall be entitled to an extension in time equal to the length of such delay affecting AE and an equitable adjustment in the Prices and contract amount. In no event shall AE be liable for business interruption losses, or consequential or speculative damages.
13. **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.
14. **INDEMNITY:** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses, or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

15. **OCCUPATIONAL SAFETY AND HEALTH:** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
16. **CHANGES:** No change or modification of any of the terms and conditions stated herein shall be binding upon AE unless accepted by AE in writing.
17. **EMERGENCY SERVICE WORK:** If emergency service is performed at your request and inspection reveals a defect for which we are not liable under this agreement, the emergency service call will be billed at our prevailing time and material rate.
18. **CUSTOMER RESPONSIBILITIES:** Customer is responsible to promptly notify AE of unusual operating conditions, provide reasonable access to equipment being serviced, for removal and replacement of ceilings, enclosures, or tenant's property required to gain access to the equipment being serviced. If online service via a modem is being provided, the Customer needs to provide and maintain at client's cost, a voice grade dial up phone line installed in a mutually agreed upon location.
19. **AGREEMENT NOT TO HIRE:** Customer acknowledges that AE's employees are essential to its business and providing skilled services and are familiar with AE's operating and proprietary procedures. Therefore, Customer agrees to not, without AE's written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by Customer, of any person who is or has been an AE employee within the earlier of one (1) year after such employee terminates employment with AE or within one (1) year after termination of this Agreement. Customer also acknowledges that its breach of the obligations set forth in this section would irreparably harm AE without an adequate remedy at law, and that AE would be entitled to injunctive relief to enforce the terms of this section. This provision shall survive termination of this Agreement.
20. **CUSTOMER RESPONSIBILITIES:** AE may not assign this agreement, or its rights and duties hereunder without client's express written consent.
21. **DISPUTE:** This agreement shall be construed in accordance with Nebraska law and any dispute shall be vented in Douglas County, NE.
22. **MISCELLANEOUS:** The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by AE's authorized representative or until AE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Customer. Notwithstanding anything to the contrary in this Agreement, if Customer causes or permits AE to commence performance of services, Customer accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.