From Jonathon Luna <joluna@albireoenergy.com>
Subject **BCSIS/HP Heating Coil Project - CO**
To Gene Temanson <gene.temanson@bvsd.org>
Cc Dillon Recen <dillon.recen@bvsd.org>, Kris Stoppenhagen <kris.stoppenhagen@bvsd.org>, Stephen Henry <stephen.henry@bvsd.org>
Date September 24, 2025 3:32:42 PM MDT

Gene,
Please see attached. Let me know if you have any questions. We have some manpower openings next week, so we'll be able to jump on this. We can discuss further on Monday at the meeting.


Albireo Energy

**JONATHON LUNA**
Operations Manager

6750 W 52nd Ave
Suite H
Arvada, CO 80002

(o) 303-429-3600
(m) 720-570-6325
joluna@albireoenergy.com
albireoenergy.com


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**From:** Jonathon Luna <joluna@albireoenergy.com>
**Sent:** Wednesday, September 24, 2025 3:19 PM
**To:** Gene Temanson <gene.temanson@bvsd.org>
**Cc:** Dillon Recen <dillon.recen@bvsd.org>; Kris Stoppenhagen <kris.stoppenhagen@bvsd.org>; Stephen Henry <stephen.henry@bvsd.org>
**Subject:** RE: BCSIS/HP Heating Coil Project - CO

Gene,
I don't believe so. At any rate, I'll figure out how to make it work on our end.


Albireo Energy

**JONATHON LUNA**
Operations Manager

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joluna@albireoenergy.com
albireoenergy.com


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**From:** Gene Temanson <gene.temanson@bvsd.org>
**Sent:** Wednesday, September 24, 2025 3:15 PM
**To:** Jonathon Luna <joluna@albireoenergy.com>
**Cc:** Dillon Recen <dillon.recen@bvsd.org>; Kris Stoppenhagen <kris.stoppenhagen@bvsd.org>; Stephen Henry <stephen.henry@bvsd.org>
**Subject:** Re: BCSIS/HP Heating Coil Project - CO

Yes for simplicity. Will that be an issue?

gt


Gene Temanson
gene.temanson@bvsd.org
720 561 5951 (o)
303 522 8191 (c)

BUILDING FOR STUDENT SUCCESS
Boulder Valley School District

**Gene Temanson**
*Project Manager*
6500 East Arapahoe Road
Boulder, Colorado 80303
720.561.5951 (office)
303.522.8191 (mobile)
bond.bvsd.org


On Wed, Sep 24, 2025 at 3:10 PM Jonathon Luna <joluna@albireoenergy.com> wrote:

> Gene,
> Just so I'm clear and can communicate clearly to Cheryl, you are running this scope as a Change Order to the PO for the conversion scope for High Peaks?

**JONATHON LUNA**
Operations Manager

6750 W 52nd Ave
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Arvada, CO 80002

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albireoenergy.com

---

**From:** Gene Temanson <gene.temanson@bvsd.org>
**Sent:** Wednesday, September 24, 2025 2:42 PM
**To:** Jonathon Luna <joluna@albireoenergy.com>
**Cc:** Dillon Recen <dillon.recen@bvsd.org>; Kris Stoppenhagen <kris.stoppenhagen@bvsd.org>; Stephen Henry <stephen.henry@bvsd.org>
**Subject:** BCSIS/HP Heating Coil Project - CO

Hi Jonathon,

Attached is the change order for the BCSIS/HP Heating Coil Project. Please review, sign, and return at your earliest convenience.

Let me know if you have any questions.

Thanks.

gt

Gene Temanson
gene.temanson@bvsd.org
720 561 5951 (o)
303 522 8191 (c)

**Gene Temanson**
*Project Manager*
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Boulder, Colorado 80303
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Attachments:

- CONPC-00003 - 22 - BCSISHigh Peaks Elementary - CO 09242025.pdf

# BOULDER VALLEY SCHOOL DISTRICT RE2
## Boulder, Colorado
Change Order - CONPC

**Project Name:** 22 - BCSIS/High Peaks Elementary
**CONPC-3**
**Change Order No:** CONPC - 00001

**Project Number**: 979-2201
**Accounting Unit:** 41/979/4000
**Date Submitted:** 9/24/2025 2:37:00 PM

**Company:** Albireo Energy
**Commitment Date:** 3/13/2023 12:00:00 AM
**Commitment Change:** CONPC - 00001
**Commitment Type:** PO
**Created:** Temanson, Gene 9/24/2025 2:35:00 PM

**Company Number:** 16779
**Commitment Number:** 461661
**Contract for:** $ 25,030.00

**Approved:**
**Reason Code:** Owner Directive

**PURCHASING**: *Add **"C-0003"** to "**User Field 6**" on the "Line" under "Move / User" in Infor to ensure e-Builder is updated properly with this CO*

**You are directed to make the following changes in this Contract:**
**$ 54,801.00**

*Controls - Heating Coil Project*

| Change Item # | Description | Change Amount $ |
|---|---|---|
| 001 | Controls - Heating Coil Project | $ 29,771.00 |
| | **Total:** | $ 29,771.00 |

| | |
|---|---|
| The original Contract Sum was | $ 25,030.00 |
| Net Change by previous Change Orders | $ .00 |
| The Contract Sum prior to this Change Order was | $ 25,030.00 |
| The Contract Sum will be adjusted by | $ 29,771.00 |
| The new Contract Sum including this Change Order will be | $ 54,801.00 |

ACCEPTED: Albireo Energy

**BY**:
**NAME**:
**TITLE**:
**DATE:**

*(Signature required only for changes over $50,000 but < $100,000)*
BOULDER VALLEY SCHOOL DISTRICT RE2

**BY**:
**NAME**:
**TITLE:** *Bond Director OR Assist. Superintendent of Operations*
**DATE**:

APPROVED as to substance on behalf of
BOULDER VALLEY SCHOOL DISTRICT RE2

**BY**:
**NAME**:
**TITLE**: *Operations Project Manager*
**DATE**:

*(Signatures below required only for changes over $100,000 but < $250,000 by Superintendent or if > $250,000 by BOE president)*
BOULDER VALLEY SCHOOL DISTRICT RE2

**BY**:
**NAME**:
**TITLE**: *Superintendent or President, Board of Education*
**DATE**:

6750 W 52nd Avenue, Suite H
Arvada, CO 80002
(303) 429-3600

**TO:** **Dillon Recen, Assistant Director - Facilities**
**FROM:** **Albireo Energy**
**JOB:** **BVSD - High Peaks**

**RE:** **RFP - HVAC Improvements - R01 - 9-23-2025** **Date** **9/23/2025**

## Proposal

Albireo Energy is pleased to provide a price for the work associated with the above referenced project. The work includes all on and off-site coordination, engineering, installation and start-up required in order to comply with direction as detailed in the above referenced document.

This change proposal covers only the direct costs associated with the specified modification. Should other conditions change to our base contract (e.g. time of completion, schedule, sequence of work, etc.) as a result of this revision, we reserve the right to re-quote this proposal when these additional costs can be determined. This proposal is for acceptance within fifteen (15) days from date of this letter and is subject to escalation thereafter. We will proceed with the scope of work as attached once an approved change order has been issued to Albireo Energy. If you have any questions or require additional information, please contact me at joluna@albireoenergy.com.

### INCLUSIONS:

- All installation work is anticipated to take place afterhours.
- Replace existing HWC3_319_318 (SN#2671205) with Owner provided i2810.
- Per TCC Scope Note (M6.01), recommissioning of all connected points to ERV03/05 and duct coils 3-1, 3-2, 5-1, 5-2, 5-4, & 5-5.
  Total of 49 connected I/O.
- Provide and install current monitoring and discharge air temperature sensor (1) as shown on sheet M6.01.
  Points Include: Electric Duct Coil Amps (x5), Discharge Air Temperature (x1)
- Relocate existing discharge air temperature sensors for hot water coils downstream of the new electric duct coils.
- All necessary programming to revise existing graphics to match new field conditions.
- All necessary programming to revise existing SoO to align with new field conditions.
- All necessary programming to coordinate between existing duct hot water coils and new electric coils as detailed by sheet M6.01.
- Included up to 8hrs of onsite programming support for 3rd party testing

### EXCLUSIONS:

- Service Contract – Excluded.
- Control dampers – Excluded.
- Any System and associated I/O points not listed above – Excluded.
- Factory Start up for equipment such as VFDs, AHUs, Chillers, Boiler, FCUs, Etc, not purchased by Westover DBA Albireo Energy– Excluded, startup assistance where applicable.
- Rigid conduit – Excluded, EMT will be installed where applicable.
- Line voltage wiring Greater than 50VAC – Excluded.
- All access doors – Excluded.
- Permits – Excluded.
- Expedited Shipping - Excluded
- Bonds – Excluded. Available at 1.44% if required.
- Test and Balance subcontract – Excluded, coordination and assist included.
- Asbestos, Lead, and Silica testing – Excluded.
- Fire smoke damper status monitoring/actuation – Excluded.
- Costs for material increases due to tariffs against other countries, unless shown in inclusions.
- All mechanical or electrical modifications to existing ERVs, duct coils, or duct. – Excluded.
- Replacement of any existing equipment determined to be failed – Excluded

Albireo Energy

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(303) 429-3600

➢ **BID PROPOSAL:**

| | Description | QTY | Rate | Burden % | Burden Value | Direct Labor Cost | Total |
|---|---|---|---|---|---|---|---|
| | *ENGINEERING(Hrs)* | 16.3 | $112.00 | 51.9% | $948.63 | $1,827.84 | $2,776.47 |
| | *PROGRAMMING(Hrs)* | 44.9 | $112.00 | 51.9% | $2,608.72 | $5,026.56 | $7,635.28 |
| | *COMMISSIONING(Hrs)* | 25.0 | $85.00 | 51.9% | $1,102.41 | $2,124.15 | $3,226.56 |
| | *INSTALLATION LABOR (Hrs)* | 38.9 | $74.00 | 51.9% | $1,495.49 | $2,881.56 | $4,377.05 |
| | *PNUEMATIC DEMO LABOR (Hrs)* | 6.0 | $74.00 | 51.9% | $230.43 | $444.00 | $674.43 |
| | *COMPOSITE CLEAN UP* | 1.1 | $74.00 | 51.9% | $40.33 | $77.70 | $118.03 |
| | *TRAVEL/VEHICLE* | 8.4 | $74.00 | 51.9% | $323.49 | $623.31 | $946.81 |
| | *PROJECT MANAGEMENT* | 19.3 | $124.00 | 51.9% | $1,245.04 | $2,398.99 | $3,644.03 |
| | ***Subtotal Part I a*** | | | | **$7,995** | **$15,404** | **$23,399** |
| | *DDC MATERIALS & PERIPHERAL EQUIP. & Rental* | | $2,242.21 | | | | $2,242.21 |
| | *MATERIALS OVERHEAD (Warranty/Freight/Tax)* 11.00% | | $246.64 | | | | $246.64 |
| | *Software/Equipment (Non Taxable)* | | $0.00 | | | | $0.00 |
| | ***Subtotal Part I b*** | | | | | | **$2,489** |
| | *SUBCONTRACT LABOR* | | $0.00 | | | | $0.00 |
| | *SUBCONTRACT MATERIALS* | | $0.00 | | | | $0.00 |
| | ***Subtotal Part II*** | | | | | | **$0** |
| | *Contractor Overhead (10%)* | | 10.0% | | | | $2,588.75 |
| | *Contractor Profit (5% add) (2.5% deduct)* | | 5.0% | | | | $1,294.38 |
| | ***Subtotal Part III*** | | | | | | **$3,883** |
| | *Contractor Commission on Sub (10%)* | | 10.0% | | | | $0.00 |
| | *Contractor Profit on Sub (5% add)(2.5% deduct)* | | 5.0% | | | | $0.00 |
| | ***Subtotal Part IV*** | | | | | | **$0** |
| | | | | | | | |
| | ***Total for Proposal*** | | | | | | **$29,771** |

***Change to contract completion date(# of days)*** **#**

Respectfully,

Jonathon Luna
Operations Manager
Albireo Energy

6750 W 52nd Avenue, Suite H
Arvada, CO 80002
(303) 429-3600

**TERMS AND 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 properly trained, experienced, and qualified personnel in accordance with the customary standard of the industry. 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. Customer 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. Customer 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 sub- stances, 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. OBSOLESENCE**: 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.

**4. CLERICAL ERRORS**: The Company reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in quotations, order acknowledgements, invoices, or other documents.

**5. WARRANTY:** AE warrants that for equipment it furnishes and/ or installs, AE will extend the same warranty terms and conditions that AE receives from the manufacturer of said equipment. For equipment installed by AE, if Customer provides written notice to AE of any 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 Customer 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 Customer. All transportation charges incurred in connection with the warranty for equipment not installed by AE shall be borne by Customer. 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 MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE

**6. 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.

6750 W 52nd Avenue, Suite H
Arvada, CO 80002
(303) 429-3600

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.

**7. 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 agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. 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.

**8. 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.

**9. ATTORNEYS' FEES:** AE and Purchaser agree that they each will pay and reimburse the other for any and all reasonable attorneys' fees which are incurred by AE in the course of either AE's collection of undisputed invoice amounts due pursuant to Paragraph 2 above, or in the case of Purchaser, claims for undisputed failure of service.

**10. 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.

**11**. **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.

**12**. **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.

**13**.**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.

**14.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.

**15**.**ASSIGNMENT**: Neither party may assign this agreement and the rights and/or responsibilities of this agreement without prior written consent of the other party.

**16**. **DISPUTE**: This agreement shall be construed in accordance with New Jersey law and any dispute shall be vented in Middlesex County, NJ.

**17**.**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