

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: ROI Energy **EMAIL:** james.hurla@roi.energy
ADDRESS: 978 E 2000 Rd. Eudora, KS 66025
DATES OF SERVICE TO BE COMPLETED: 2026 - 27 School Year
SCHOOL DISTRICT CONTACT: Annaka Whiting
COMPENSATION: \$ 569,182.00

DESCRIPTION OF DUTIES:

Upgrade interior and exterior light fixtures to LED at the following schools:
Denkmann Elementary, Earl Hanson Elementary, Eugene Field Elementary, Horace Mann
Early Learning Center, Longfellow Liberal Arts, Ridgewood Elementary, Rock Island
Academy, and Thomas Jefferson Elementary.

Is this a Subscription/Software: Yes ☐ or No ☒

If NO, go to next section. If YES, complete below, then go to next section (no vendor signature)

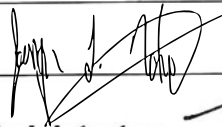
Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requesting School: Various -see above description

Budget Code: 2-5-XXX-000-2XXX-5X00-0

Signature of Vendor:  **Date:** 8/21/2026

Signature of Budget Administrator:  **Date:** 8/21/26

Superintendent or School Board President

Date

PROJECT AGREEMENT

PREPARED FOR

Annaka Whiting
Rock Island-Milan SD #41 - Ridgewood
Elementary
9607 14th St W, Rock Island, IL 61201
309-793-5900
annaka.whiting@rimisd41.org

PREPARED BY

JAMES HURLA
ROI ENERGY
978 E 2000 RD, EUDORA, KS 66025
703-853-8857
james.hurla@roi.energy

By signing below, I certify that:

1. I am an authorized customer representative and have the authority to bind the Customer to these terms.
2. I have reviewed the information provided in this report and have been informed of the installation cost(s) of the specified improvement(s) that I have selected.
3. I agree to have the Qualified Service Provider(s) install at least one of the improvements included in the project scope within 90 days after project approval.
 - Contact your Qualified Service Provider when you choose to pursue additional improvement(s) more than 90 days after receiving project approval from MidAmerican Energy
 - If the project is not approved by MidAmerican Energy, you are not required to proceed with the project
4. I acknowledge and agree that the energy-saving improvement(s) and installation were selected at my discretion and I am voluntarily agreeing to participate in the program.
5. Equipment that receives incentives through any other energy efficiency program offered by MidAmerican is ineligible for Small Business Express incentives, customers may choose a Small Business Express incentive or an alternative energy efficiency program incentive, but not both.
6. I have read and comply with program terms and conditions applicable to my project:
 - IA Projects: www.midamericanenergy.com/ia-bus-qualifications-conditions
 - IL Projects: www.midamericanenergy.com/il-bus-qualifications-conditions

Customer Representative Name (Print):	Title:
Jason Roessler	School Board President
Signature:	Date:

DISCLAIMER

MidAmerican Energy Company does not guarantee that installation and operation of energy-efficient equipment will result in reduced usage or in cost savings. The manner in which a customer uses and maintains energy-efficient equipment affects potential cost savings. MidAmerican Energy makes no warranties, expressed or implied, with respect to any equipment purchased or installed, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event shall MidAmerican Energy be held liable for any incidental or consequential damages or injuries resulting from defective equipment or installation. MidAmerican Energy reserves the right to modify or end programs at any time without notice.

PROJECT AGREEMENT

PREPARED FOR

Annaka Whiting
Rock Island-Milan SD #41 - Denkmann
Elementary
4101 22nd Ave, Rock Island, IL 61201
309-793-5900
annaka.whiting@rimisd41.org

PREPARED BY

JAMES HURLA
ROI ENERGY
978 E 2000 RD, EUDORA, KS 66025
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PROJECT AGREEMENT

PREPARED FOR

Annaka Whiting
Rock Island-Milan SD #41 - Horace Mann
Early Learning
3530 38th Ave, Rock Island, IL 61201
309-793-5900
annaka.whiting@rimisd41.org

PREPARED BY

JAMES HURLA
ROI ENERGY
978 E 2000 RD, EUDORA, KS 66025
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Jason Roessler	School Board President
Signature:	Date:

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PROJECT AGREEMENT

PREPARED FOR

Annaka Whiting
Rock Island-Milan SD #41 - Eugene Field
Elementary
2900 31st Ave, Rock Island, IL 61201
309-793-5900
annaka.whiting@rimisd41.org

PREPARED BY

JAMES HURLA
ROI ENERGY
978 E 2000 RD, EUDORA, KS 66025
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PROJECT AGREEMENT

PREPARED FOR

Annaka Whiting
Rock Island-Milan SD #41 - Thomas
Jefferson Elementary
1307 4th St W, Milan, IL 61264
309-793-5900
annaka.whiting@rimisd41.org

PREPARED BY

JAMES HURLA
ROI ENERGY
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PROJECT AGREEMENT

PREPARED FOR

Annaka Whiting
Rock Island-Milan SD #41 - Rock Island
Academy
930 14th St, Rock Island, IL 61201
309-793-5900
annaka.whiting@rimisd41.org

PREPARED BY

JAMES HURLA
ROI ENERGY
978 E 2000 RD, EUDORA, KS 66025
703-853-8857
james.hurla@roi.energy

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Signature:	Date:

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PROJECT AGREEMENT

PREPARED FOR

Annaka Whiting
Rock Island-Milan SD #41 - Earl Hanson
Elementary
4000 9th St, Rock Island, IL 61201
309-793-5900
annaka.whiting@rimisd41.org

PREPARED BY

JAMES HURLA
ROI ENERGY
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PROJECT AGREEMENT

PREPARED FOR

Annaka Whiting
Rock Island-Milan SD #41 - Longfellow
Liberal Arts
4198 7th Ave, Rock Island, IL 61201
309-793-5900
annaka.whiting@rimisd41.org

PREPARED BY

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Signature:	Date:

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Installation Agreement

PROJECT SCOPE

ROI Energy, LLC, (ROI Energy) will provide all materials and installation for the following (the "Project").

Solution Description	Quantity
High-Bay Fixtures	
Replace with LED UFO high-bay fixture	92
LED Interior Fixtures	
Replace with 1x4 recessed LED fixture	266
Replace with 2x2 recessed LED fixture	329
Replace with 2x4 recessed LED fixture	1932
Replace with surface-mount LED strip fixture	39
Replace with surface-wrap LED fixture	853
Replace with suspended linear architectural fixture	164
Replace with vanity or vapor-tight LED fixture	28
Replace with LED downlight fixture	111
TLED Retrofit with Ballast Bypass	
Bypass ballast and install 4ft TLED	382
Retrofit fixture with magnetic LED strip kit	21
Screw-ins and Pin-Based	
Bypass ballast and install LED lamp	42
Relamp with PAR38 bulb	3
Exterior Fixtures	
Replace with LED canopy fixture	17
Replace with LED exterior flood or pole fixture	20
Replace with LED wallpack	28

PROJECT PRICE AND PERFORMANCE

Rock Island – Milan School District 41 ("Customer") agrees the fixed price for the Project is \$842,843.

Customer acknowledges and agrees that the source of funds to satisfy this price shall be paid by:

- a) Incentives: \$273,661 to be paid directly to ROI Energy by MidAmerican Energy, and
- b) Customer Funds: \$569,182.

Customer Funds shall be paid to ROI Energy within 30 days of final inspection. To the extent required, Customer will provide final authorization for payment of incentives within seven days of a request for such authorization.

If incentive funds available for the Project are less than 90% of the incentive amount stated in this paragraph, both ROI Energy and Customer reserve the right to either (a) terminate this agreement without incurring any liability to the other party, or (b) negotiate the amount of additional Customer Funds to complete the Project.

COMMENCEMENT AND ACCESS

ROI Energy shall commence the Project in a timely fashion after the later of: (a) the date of the last signature to this Agreement, or (b) the affirmative pre-approval of requested incentive funds. Customer shall provide ROI Energy safe access to all facilities and properties in Customer's control necessary to complete the Project.

WARRANTY

The equipment to be installed pursuant to this Agreement is new equipment. All manufacturer warranties will transfer to Customer. To the extent permitted by applicable law, ROI Energy disclaims all other warranties, express or implied, including but not limited to the warranty of merchantability and the warranty of fitness for a particular purpose.

LIABILITY LIMITATION AND WAIVER

ROI Energy shall not be liable to Customer in contract, tort, or equity for any special, indirect, consequential, remote, punitive, exemplary, or similar damages, regardless of how characterized. ROI Energy's liability under this agreement, regardless of the form action, shall not exceed the contract price set forth. Additionally, Customer understands that during the course of the Project, the work may give rise to dangerous conditions that cannot be avoided during installation. Customer fully waives and releases ROI Energy from any and all liability arising from any injury to Customer's employees, licensees or invitees that occurs during the course of the Project as a result of any such dangerous condition.

UNFORESEEN CONDITIONS

Customer acknowledges that the scope of the Project stated herein may be subject to modification if ROI Energy encounters conditions unknown prior to commencing work. The cost of any required modifications shall be borne by Customer.

INSURANCE

During the course of the Project, ROI Energy will maintain commercial general liability insurance with an aggregate limit \$1,000,000, and workers compensation insurance; Customer shall maintain commercial general liability insurance with an aggregate limit of at least \$1,000,000.

INDEMNIFICATION

Customer shall indemnify, defend and hold ROI Energy harmless with respect to any third-party claim alleging bodily injury, including death, or property damage, to the extent the claimant alleges such injury or damage is caused in whole or in part by either (a) the Customer's negligence or willful misconduct, or (b) Customer's employee, invitee, licensee, or other third-party accessing the area where ROI Energy or its subcontractors are performing work. This obligation to indemnify and defend shall apply regardless of whether the claim asserts that ROI Energy or its subcontractors are also negligent.

FORCE MAJEURE

Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond their reasonable control, including but not limited to: acts of God; acts of government agencies; pandemics or epidemics; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or unavailability of parts, materials or supplies.

DISPUTES AND GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws of the state where the Project is located. ROI Energy and Customer will attempt to settle any dispute between them concerning this Agreement through non-binding mediation. Any lawsuit following an unsuccessful mediation shall be brought in Polk

County, IA. The prevailing party in any such litigation shall be entitled to attorney's fees, litigation expenses, and costs.

INDEPENDENT CONTRACTOR

The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties, and may not be modified except in writing, signed by the Customer and ROI Energy.

ROCK ISLAND – MILAN SCHOOL DISTRICT 41

ROI ENERGY, LLC

By: _____

By: _____

Name: Jason Roessler

Name: Joseph L. Hurla

Date: _____

Date: Aug. 20, 2026