

Board of Education Regular Meeting  
(Following the Tax Request Hearing)  
Monday, September 15, 2025 7:00 PM

Bertrand Community School Media Center  
503 School Street  
Bertrand, NE 68927

## **Agenda**

1. Call to Order/Opening the Meeting
  - 1.1. Public Meeting Announcement
  - 1.2. Open Meetings Act posted on South wall of Media Center
  - 1.3. Board Member Attendance Roll Call/Sign Acknowledgment of Receipt Notice
  - 1.4. Pledge of Allegiance
  - 1.5. Consent Agenda
    - 1.5.1. Consider Minutes of Previous Meeting(s) and Their Approval (appendix A)
    - 1.5.2. Consider Current Bills and Their Approval (appendix B)
    - 1.5.3. Consider Financial Statements/Treasurer's Report (appendix C)
  - 1.6. Community Input
  - 1.7. Celebration of Excellence
2. Administrator Reports
  - 2.1. Athletic Director
  - 2.2. Principal
  - 2.3. Superintendent
3. Board Committee Reports
  - 3.1. Facility
  - 3.2. Negotiations
  - 3.3. Transportation
  - 3.4. Americanism
4. Discussion/Action Items
  - 4.1. Acceptance of the 2025-2026 budget and tax resolution.
  - 4.2. Policy 1003 - Adoption of Mission & Vision Statement
  - 4.3. Policy 5005 Option Transportation Update
  - 4.4. Policy 6040 PK Program
  - 4.5. School Based Enterprise - The Viking Grind
  - 4.6. Requested West Gym Roof Quotes
  - 4.7. HVAC Annual Service Agreement
  - 4.8. Recognition of the Bertrand Education Association as exclusive Bargaining Agent for certified staff for 2026-2027 school year.
  - 4.9. Evaluate Investment Options
5. Upcoming Learning Events - State Conference November 19-21
6. Next Meeting - October 13, 2025 6:00 PM
7. Closed/Executive Session (if necessary)
8. Adjourn

Ross Boggs: Present  
Chris Davison: Present  
Isaac Kuck: Present  
Christy Pelton: Present  
Jonathan Sand: Present  
Ross Winheim: Present

Present: 6.

Also present: Nicole LeClaire, Steve Bristol, Craig Newcomb, and Steph Edgren

## 1. Call to Order/Opening the Meeting

1.1. Public Meeting Announcement

1.2. Open Meetings Act posted on South wall of Media Center

1.3. Board Member Attendance Roll Call/Sign Acknowledgment of Receipt Notice

1.4. Pledge of Allegiance

1.5. Consent Agenda

Motion to approve consent agenda, passed with a motion by Chris Davison and seconded by Christy Pelton.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

1.5.1. Consider Minutes of Previous Meeting(s) and Their Approval (appendix A)

1.5.2. Consider Current Bills and Their Approval (appendix B)

1.5.3. Consider Financial Statements/Treasurer's Report (appendix C)

2. Celebration of Excellence - Diane Balcom

3. Community Input - None

4. Administrator Reports

4.1. Athletic Director, Craig Newcomb, reported on coach's clinic, crow's nest update, and upcoming activities.

4.2. Principal, Steve Bristol, reported on building and grounds updates, transportation, staff trainings, and first day drills.

4.3. Superintendent, Nicole LeClaire, reported on new teacher in-service, upcoming priorities, technology updates, instructional updates, safety and facility updates, and upcoming activities.

5. Board Committee Reports

5.1. Facility projects: crow's nest, cement projects completed, and painting safety and handicap signs.

5.2. Transportation: None

6. Discussion/Action Items

6.1. Surplus Items

Motion to approve moving items to surplus to be offered at public auction with Purple Wave passed with a motion by Chris Davison and second by Ross Winheim.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

Miscellaneous items and equipment:

Student desks, filing cabinets, sewing machines, tables, shelving, drill Press, band Saw, TV, 220 Grinder, leaf blowers, miller welder, and a drill press.

#### 6.2. Policy Updates

Motion to approve the following policies, 1001 General Policy Statement; 3003 Bidding for Construction, Remodeling, Repair or Site Improvement; 3004.1 Fiscal Management for Purchasing Procurement Using Federal Funds; 4057 Superintendent Evaluation; 5016 Student Records; 5031 Student Appearance; 5034 Intentionally Left Blank; 6044 Participation and Assignment of Athletic Teams and Table 5005, passed with a motion by Chris Davison and second by Isaac Kuck.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

#### 6.3. Set Date for August Special Meeting

Motion to set the August 26th Special Meeting at 7:00 a.m., to discuss and set date to review, discuss, and take necessary action on approving transfers from the general fund to the following fund (activities, depreciation, lunch fund, and employee benefit) and approving bills/closing out for 2024-2025 school year, passed with a motion made by Ross Winheim and second by Christy Pelton.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

#### 6.4. Last Day of School - PreK

Motion that May 14, 2026 will be the last full school day for Pre-K students, passed with a motion made by Ross Winheim and second by Chris Davison.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

### 7. Upcoming Learning Events

7.1. NASB Area Meeting - Thursday, August 21 (5:00 - 8:00)

7.2. State Conference November 19-21

8. Motion to adjourn the August 11<sup>th</sup> regular board of education meeting at 5:43 p.m. and set the next regular board of education meeting on September 15, 2025 following the Tax Request and Budget Hearing at 5:50 p.m., passed with a motion made by Chris Davison and second by Isaac Kuck.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

9. Closed/Executive Session - None

10. Adjourn

Board of Education Regular Meeting  
Monday, August 11, 2025 5:00 PM Central

Bertrand, NE  
503 School Street  
Bertrand, NE 68927

Ross Boggs: Present  
Chris Davison: Present  
Isaac Kuck: Present  
Christy Pelton: Present  
Jonathan Sand: Present  
Ross Winheim: Present

Present: 6.

Also present: Nicole LeClaire, Steve Bristol, Craig Newcomb, and Steph Edgren

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1.5.3. Consider Financial Statements/Treasurer's Report (appendix C)

2. Celebration of Excellence - Diane Balcom

3. Community Input - None

4. Administrator Reports

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5.1. Facility projects: crow's nest, cement projects completed, and painting safety and handicap signs.

5.2. Transportation: None

6. Discussion/Action Items

6.1. Surplus Items

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Yea: 6, Nay: 0

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Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

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Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

9. Closed/Executive Session - None

10. Adjourn

Ross Boggs: Present  
Chris Davison: Present  
Isaac Kuck: Present  
Christy Pelton: Present  
Jonathan Sand: Present  
Ross Winheim: Present

Present: 6.

Also Present: Nicole LeClaire and Steve Bristol

1. Call Special Meeting to Order

1.1. Public Meeting Announcement

1.2. Open Meetings Act posted on South wall

1.3. Board Member Attendance, Roll Call/Sign Acknowledgment of Receipt Notice

1.4. Consent Agenda

Motion to approve the consent agenda, passed with a motion by Chris Davison and a second by Ross Boggs.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

1.4.1. Consider Current Bills and Their Approval (Appendix B)

2. Discussion/Action Items

2.1.

Review, discuss, and take action to approve the transfer of funds from General Fund to the Activities, Depreciation, and Lunch Funds.

Motion to approve the transfer of funds from General Fund to the Activities Fund of \$45,000; Depreciation Fund of \$200,000; and Lunch Fund of \$40,000, passed with a motion by Chris Davison and a second by Ross Winheim.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

3. Public Comment - None

4. Adjourn

Motion to adjourn this special meeting at 7:05 a.m., passed with a motion by Ross Winheim and a second by Christy Pelton.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Vendor Description</u>
.44995	3P LEARNING INC.	673.20	MATHSEEDS SUBSCRIPTION
44996	ACE HARDWARE	187.91	BUILDING/GROUNDS
44997	ALMQUIST, MALTZAHN, GALLOWAY &	100.00	PLAN MAINT & SUPPLIES
44998	AMAZON CAPITAL SERVICES	4,347.17	AMAZON SUPPLY PURCHASES
44999	APPLE INC.	21,490.06	EQUIPMENT LEASE
45000	AUTO SHACK, INC.	6,522.63	VEHICLE REPAIRS
45001	BLACK HILLS ENERGY	281.65	NATURAL GAS
45002	BREINIG DIESEL LLC	3,817.15	BUS REPAIR
45003	BRISTOL, STEVE	100.00	REIMBURSEMENT
45004	CDL, INC.	1,243.67	MONTHLY SERVICE
45005	COLUMN SOFTWARE, PBC.	29.14	LEGAL NOTICE PUBLICATION
45006	CRAIG RESOURCES INC.	2,438.92	SPED HEALTH CARE
45007	CROSS COUNTRY MARKET	231.11	SUPPLIES
45008	EAKES OFFICE SOLUTIONS	2,555.18	COPIES/SUPPLIES/FURNITURE
45009	EREFLECT INC.	372.80	TYPESY SUBSCRIPTION
45010	ESU #10	5,974.96	TECH SUPPORT/DEAF SERVICES
45011	ESU #11	3,675.90	MONTHLY/QUARTERLY SERVICES
	FIRST STATE BANK	35.00	MONTHLY ACH FEE
45012	FRONTIER COMMUNICATIONS	241.50	TELEPHONE
45013	GOPHER	579.12	INSTRUCTION EXP.
45014	GREEN LANDSCAPES INC.	725.00	GROUNDS
45015	HIGH BROTHERS PARTNERSHIP	319.19	GROUNDS
45016	HOLDREGE DAILY CITIZEN	133.51	LEGAL NOTICES
45017	HOMETOWN LEASING	1,811.16	COPIER PAYMENT
45018	HUEFTLE, SHANNON	87.10	SPED MILEAGE TO PARENTS
45019	INTEGRATED SECURITY SOLUTIONS, LLC	1,486.78	BUILDING SYSTEMS MAINT.
45020	JOURNEYED.COM INC.	934.20	SERVER SOFTWARE
45021	KSB SCHOOL LAW	1,250.00	LEGAL EXPENSE
45022	LECLAIRE, NICOLE	3,070.18	TELEPHONE REIMB.
45023	MCGRAW-HILL SCHOOL EDUCATION	3,748.08	ONLINE TEXTBOOKS
45024	MENARDS	367.72	BLDG MAINT & SUPPLIES
45025	NWEA	562.50	MAP GROWTH
45026	PRO BUILDING SUPPLY INC.	377.79	INSTRUCTION EXP.
	QUADIENT	83.30	POSTAGE MACHINE LEASE
45027	REALLY GOOD STUFF	250.15	SUPPLIES
45028	RELIABLE PEST CONTROL SERVICES	62.00	BUILDING MAINTENANCE
45029	RENKEN, BRAD	100.00	BLDG. MAINT.
45030	ROCHESTER 100 INC.	152.57	INSTRUCTION SUPPLIES
45031	SOUTHERN POWER DISTRICT	6,279.00	ELECTRICITY
45032	STUDENT ASSURANCE SERVICES	500.00	CATASTROPHIC INSURANCE
	TIME MANAGEMENT SYSTEMS	250.29	TIME CARD SYSTEM
45033	TRANE	6,780.59	MAINTENANCE
45034	US BANK	6,560.45	CREDIT CARD CHARGES
45035	VERIZON WIRELESS	123.14	CELL PHONE
45036	VILLAGE OF BERTRAND	819.87	WATER/SEWER/TRASH/
45037	WARD, JESSICA	575.00	CPR INSTRUCTION
45038	YANDA'S MUSIC	1,074.79	INSTRUMENT REPAIR/SUPPLIES

Sept 2025 Bills	\$93,381.43
Sept 2025 Payroll	<u>\$359,329.54</u>
Total Sept 2025	<u>\$452,710.97</u>

BERTRAND COMMUNITY SCHOOL FINANCIAL REPORT AS OF AUGUST 31, 2025

	RECEIPTS	DISBURSEMENT	BALANCE
<b>GENERAL FUND</b>			
(Checking & Money Market)			
<b>Balance JULY 31, 2025</b>			<u>\$4,739,915.53</u>
Receipts	\$256,517.30		
Disbursements			
Bills & Payroll		\$422,576.86	
Extra PR (JC Summer)		\$7,930.95	
EOFY Bills		\$42,069.82	
EOFY Transfers		\$285,000.00	
<b>Balance AUGUST 31, 2025</b>			<u>\$4,238,855.10</u>
<b>ACTIVITY FUND</b>			
<b>Balance JULY 31, 2025</b>			<u>\$172,592.92</u>
Receipts	\$13,508.72		
Disbursements		\$17,338.32	
<b>Balance AUGUST 31, 2025</b>			<u>\$168,763.32</u>
<b>ATHLETIC FUND</b>			
<b>Balance JULY 31, 2025</b>			<u>\$50,938.53</u>
Bills Posted July 31, 2025		\$11,456.00	
WR Adj. from Fund	\$753.28		
<b>Beginning August 2025 Balance</b>			<u>\$40,235.81</u>
Receipts	\$50,120.73		
Disbursements		\$5,404.77	
<b>Balance AUGUST 31, 2025</b>			<u>\$84,951.77</u>
<b>DEPRECIATION FUND</b>			
(Bus Replacement)			
<b>Balance JULY 31, 2025</b>			<u>\$590,744.04</u>
VBC Reimbursement-Risers	\$4,932.10		
Transfer from General	\$200,000.00		
Interest	\$559.62		
Disbursements			
B&S Concrete		\$33,670.00	
Bank Excess Activity fees		\$10.00	
Eakes-Student Desks		\$6,858.00	
Midwest Floor-Carpet		\$36,109.00	
Marchmaster-Band Uniforms		\$3,452.00	
<b>Balance AUGUST 31, 2025</b>			<u>\$716,136.76</u>
<b>BUILDING FUND (Regular)</b>			
<b>Balance JULY 31, 2025</b>			<u>\$1,926,496.88</u>
Receipts			
Gosper Co.	\$556.89		
Phelps Co.	\$1,174.97		
Interest	\$811.20		
Disbursements			
Morton Buildings-Crow's Nest		\$106,636.00	
<b>Balance AUGUST 31, 2025</b>			<u>\$1,822,403.94</u>
<b>BOND FUND</b>			
<b>Balance AUGUST 31, 2025</b>			<u>\$337,563.91</u>
Receipts	\$963.05		
Disbursements			
None			
<b>Balance AUGUST 31, 2025</b>			<u>\$338,526.96</u>
<b>QCPF-2</b>			
<b>Balance AUGUST 31, 2025</b>			<u>\$340,998.94</u>
Receipts	\$1,196.70		
Disbursements			
None			
<b>Balance AUGUST 31, 2025</b>			<u>\$342,195.64</u>

BERTRAND COMMUNITY SCHOOL FINANCIAL REPORT AS OF AUGUST 31, 2025

HISTORICAL INFORMATION	<u>2022</u>	<u>2023</u>	<u>2024</u>
General	\$1,574,974	\$1,893,591	2,709,855
Depreciation/Bus Replacement	\$471,364	\$545,676	609,313
Building	\$494,632	\$906,817	1,310,775
Bond	\$294,882	\$312,251	324,422
QCPF #2	\$340,389	\$325,872	315,204

Receipt Number	Received From	Receipt Date	Cash Receipt Description	Chart of Account Number	Amount
Batch Description: 2025 AUGUST CASH RECEIPTS (GENERAL) Processing Month: 08/2025					
1231-03		08/01/2025	Adj. Interest from December 2024	01 1510	
1903		08/14/2025	Bus Barn Repair Reimb	01 5690	0.10
1903		08/14/2025	Preschool Tuition	01 1370	293.50
1903		08/14/2025	Ins Reimb.	01 453	1,800.00
0820-01		08/20/2025	EFT ST of NE	01 4708	1,598.61
0820-01		08/20/2025	EFT ST of NE	01 4709	2,103.43
1905		08/25/2025	Preschool Tuition	01 1370	600.04
1905		08/25/2025	Ins. Reimb.	01 453	1,000.00
1905		08/25/2025	Demco Refund	01 5690	84.95
0827-01		08/27/2025	Transfer from Ag Ed - Reimb.	01 5200	657.82
0827-02		08/27/2025	Transfer from Psych - Reimb.	01 5200	90,436.75
1906		08/29/2025	Salary Reimb.	01 101	127,927.26
0831-01		08/31/2025	Interest on Acct	01 1510	922.64

Total:

231,555.42

0807-01	GOSPTREAS GOSPER CO TREASURER	08/07/2025	County Taxes	01 1100	Taxes	4,158.19
0807-01	GOSPTREAS GOSPER CO TREASURER	08/07/2025	County Taxes	01 1125	Motor Vehicle	3,251.83
0807-01	GOSPTREAS GOSPER CO TREASURER	08/07/2025	County Taxes	01 2110	Fines	1,123.52

GOSPTREAS GOSPER CO TREASURER Total:

8,533.54

1904	PHELPTREAS PHELPS CO. TREASURER	08/19/2025	County Taxes	01 1100	Taxes	4,601.72
1904	PHELPTREAS PHELPS CO. TREASURER	08/19/2025	County Taxes	01 1125	Motor Vehicle	7,095.76
1904	PHELPTREAS PHELPS CO. TREASURER	08/19/2025	County Taxes	01 2110	Fines	559.48
1904	PHELPTREAS PHELPS CO. TREASURER	08/19/2025	County Taxes	01 3130	Homestead	2,963.32
1904	PHELPTREAS PHELPS CO. TREASURER	08/19/2025	County Taxes	01 3180	PRMV	1,208.06

PHELPTREAS PHELPS CO. TREASURER Total:

16,428.34

Summary Totals

Account Type	Cash Accounts	Receivable Accounts
Subtotal Revenue	253,911.10	256,517.30
Subtotal Expense		256,517.30
Subtotal General Ledger	2,606.20	
Account Total	256,517.30	

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 8101	FUND BALANCE/GENERAL	6,029.09	0.00	0.00	0.00	6,029.09
05 704 8102	FUND BALANCE/LIBRARY	982.84	0.00	0.00	0.00	982.84
05 704 8103	FUND BALANCE/POP MACHINE	(266.25)	0.00	0.00	0.00	(266.25)
05 704 8104	FUND BALANCE/AG EDUCATION	3,550.00	0.00	0.00	0.00	3,550.00
05 704 8105	FUND BALANCE/SHOP - WOODS	5,947.38	0.00	40.00	0.00	5,987.38
05 704 8106	FUND BALANCE/CLASS 2028	350.00	0.00	1,452.11	0.00	1,802.11
05 704 8107	FUND BALANCE/CLASS OF 2021	1,458.55	0.00	0.00	0.00	1,458.55
05 704 8108	FUND BALANCE/CLASS OF 2023	47.60	0.00	0.00	0.00	47.60
05 704 8109	FUND BALANCE/CLASS OF 2024	1,334.00	0.00	0.00	0.00	1,334.00
05 704 8110	FUND BALANCE/CLASS OF 2025	963.43	0.00	0.00	0.00	963.43
05 704 8111	FUND BALANCE/CLASS OF 2026	547.27	0.00	0.00	0.00	547.27
05 704 8112	FUND BALANCE/CLASS OF 2027	3,595.47	0.00	1,868.61	0.00	5,464.08
05 704 8113	FUND BALANCE/CLASS OF 2032	340.00	0.00	0.00	0.00	340.00
05 704 8114	FUND BALANCE/B CLUB	11,121.22	0.00	8,333.68	0.00	19,454.90
05 704 8116	FUND BALANCE/NHS	6,891.89	0.00	216.74	0.00	7,108.63
05 704 8117	FUND BALANCE/STUDENT COUNCIL	1,817.45	91.50	0.00	0.00	1,725.95
05 704 8120	FUND BALANCE/BAND	2,119.16	0.00	0.00	0.00	2,119.16
05 704 8121	FUND BALANCE/CONCESSIONS	15,981.48	15,981.48	0.00	0.00	0.00
05 704 8122	FUND BALANCE/BCSVSO	1,883.85	0.00	0.00	0.00	1,883.85
05 704 8126	FUND BALANCE/PLAY	921.23	0.00	0.00	0.00	921.23
05 704 8130	FUND BALANCE/READING ENRICH	4,635.66	0.00	0.00	0.00	4,635.66
05 704 8135	FUND BALANCE/SPEECH	110.41	0.00	0.00	0.00	110.41
05 704 8136	FUND BALANCE/INST. RENTAL	75.00	0.00	0.00	0.00	75.00
05 704 8137	FUND BALANCE-STUDENT FEES	180.00	0.00	0.00	0.00	180.00
05 704 8140	FUND BALANCE YEARBOOK	0.00	0.00	0.00	0.00	0.00
05 704 8144	FUND BALANCE-YEARBOOK 2022-2023	(160.07)	0.00	0.00	0.00	(160.07)
05 704 8145	FUND BALANCE YEARBOOK 2023-2024	(1,798.73)	0.00	0.00	0.00	(1,798.73)
05 704 8146	FUND BALANCE YEARBOOK 24-25	1,949.75	0.00	72.58	0.00	2,022.33
05 704 8148	FUND BALANCE/ELEM GRANT	1,310.06	0.00	0.00	0.00	1,310.06
05 704 8149	FUND BALANCE - JEANS FUND	3,641.78	1,265.34	885.00	0.00	3,261.44
05 704 8150	FUND BALANCE-GREENHOUSE DONATIONS	239.29	0.00	0.00	0.00	239.29
05 704 8151	FUND BALANCE BEEF BOOSTERS FTF	(284.02)	0.00	100.00	0.00	(184.02)
05 704 8152	FUND BALANCE - ART PROJECTS	1,045.58	0.00	0.00	0.00	1,045.58
05 704 8154	FUND BALANCE - DIABETES SUPPLIES	1,268.18	0.00	0.00	0.00	1,268.18
05 704 8155	FUND BALANCE-IPAD INSURANCE	69,528.84	0.00	40.00	0.00	69,568.84
05 704 8160	FUND BALANCE BLEACHERS	19,118.00	0.00	0.00	0.00	19,118.00
05 704 8175	FUND BALANCE/CONCESSIONS HOLDING	6,117.53	0.00	500.00	0.00	6,617.53
<b>Fund Total: 05</b>		<b>172,592.92</b>	<b>17,338.32</b>	<b>13,508.72</b>	<b>0.00</b>	<b>168,763.32</b>

Activity Fund Balance Report - Summary - Exclude Encumbrances  
 08/2025 - 08/2025

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
04 704	FUND BALANCE	39,594.65	0.00	0.00	753.28	40,347.93
04 704 9101	ATH GATE FUND BALANCE	19,672.02	0.00	0.00	0.00	19,672.02
04 704 9102	ATH MISC. FUND BALANCE	(23,752.13)	421.91	45,100.00	0.00	20,925.96
04 704 9103	ATH OFFICIALS FUND BALANCE	(18,825.00)	0.00	0.00	0.00	(18,825.00)
04 704 9104	ATH MEET FUND BALANCE	(402.14)	0.00	60.00	0.00	(342.14)
04 704 9105	ATH EQUIPMENT FUND BALANCE	(12,045.03)	4,348.35	0.00	0.00	(16,393.38)
04 704 9120	ATH VOLLEYBALL FUND BALANCE	2,260.04	423.01	1,619.92	0.00	3,456.95
04 704 9121	ATH FOOTBALL FUND BALANCE	5,120.89	211.50	0.00	0.00	4,909.39
04 704 9122	ATH BOY BB FUND BALANCE	54.31	0.00	863.87	0.00	918.18
04 704 9123	ATH GIRLS BB FUND BALANCE	2,575.70	0.00	973.79	0.00	3,549.49
04 704 9124	ATH CC FUND BALANCE	864.76	0.00	0.00	0.00	864.76
04 704 9125	ATH CHEERLEADERS FUND BALANCE	2,762.96	0.00	1,000.00	0.00	3,762.96
04 704 9126	ATH TRACK FUND BALANCE	8,469.00	0.00	0.00	0.00	8,469.00
04 704 9127	FUND BALANCE - GOLF	1,906.58	0.00	0.00	0.00	1,906.58
04 704 9128	ATH WR FUND BALANCE	1,310.21	0.00	503.15	(753.28)	1,060.08
04 704 9140	ATH VIKING STORE FUND BALANCE	3,788.62	0.00	0.00	0.00	3,788.62
04 704 9141	ATH DONATED FUNDS BALANCE	7,266.96	0.00	0.00	0.00	7,266.96
04 704 9150	ATH. VIKING BOOSTER CLUB FUND BALANCE	(386.59)	0.00	0.00	0.00	(386.59)
Fund Total: 04		40,235.81	5,404.77	50,120.73	0.00	84,951.77

**Bertrand Community School  
Hot Lunch July  
2024-2025**

**Cash Balance 7/31/2025** \$42,130.81

**Receipts**

Student Lunches	\$8,686.20
General Fund	\$40,000.00
Noon Duty	\$0.00
State Reimb.	\$0.00
Adult	
Roll	\$0.00
Preschool	\$0.00
Rebate	
Reimbursement	\$0.00

**Total Receipts** \$48,686.20

**Total Available** \$90,817.01

**Expenditures**

Food	\$878.77
Salary	\$805.85
SS	\$41.89
Medicare	\$9.79
Retirement	\$65.11
Insurance	\$0.00
Equipment/Improvements/Supplies	\$0.00
Other	\$0.00

**Total Expenditures** \$1,801.41

**Cash Balance 8/31/2025** \$89,015.60



This month's activities

MON SEP 15 — JH & JV FB @ Kenesaw - 4:00 & 6:00

TUE SEP 16 — VVB: @ South Loup Triangular (Home) - 5:00

WED SEP 17 — JHVB @ Elm Creek Tournament - 2:00

THU SEP 18 — CC @ Ravenna - 4:00  
— VVB @ Southern Valley Triangular - 5:00  
— FB @ Cambridge - 7:00

SAT SEP 20 — BAND at UNK Band Day - 10:00

MON SEP 22 — JVVB: Alma / Holdrege Triangular (Home) - 5:30  
— JH & JV FB @ So. Valley - 3:00 & 5:00

TUE SEP 23 — CC @ Franklin Invite - 4:15  
— VB @ Franklin: JV - 5:00; V - 6:00

THU SEP 25 — JHVB & FB @ Arapahoe - 1:00

FRI SEP 26 — VFB vs. Hitchcock County (Home) - 3:00

SAT SEP 27 — VVB - Bertrand Invitational - 10:00

MON SEP 29 — CC @ UNK Invite: Boys - 12:30, Girls - 1:30  
— JH & JV VB & FB vs. Loomis (Home) - 3:00 / 5:00

TUE SEPT 30 — VB vs. Axtell (Home): JH - 3:00; JV - 5:00; V - 6:00

WED OCT 1 — RPAC StuCo @ McCook  
— JH VB @ So. Valley - 1:00

FRI OCT 3 — CC: FKC Meet @ Overton - 12:30

SAT OCT 4 — VFB @ Overton - 6:00

MON OCT 6 — NO SCHOOL  
— JVFB @ Arapahoe - 5:30

TUE OCT 7 — VVB @ Wilcox - Hildreth Triangular - 5:00

WED OCT 8 — FFA Land Judging at Hays Center

THU OCT 9 — CC: RPAC @ Arapahoe - 4:15

FRI OCT 10 — JV & V Volleyball at Loomis - 4:30 / 5:30

Sat OCT 11 — BAND to UNK Homecoming Parade  
— VB @ Anselmo-Merna Tournament

# Principal Board Report, September, 2025

## Testing

- School is up and running

## Teacher Evaluations:

- Were started the last week of August
- New Teachers and teachers with three years of experience or less will have a formal evaluation once each quarter.
- Teachers with more than three years of experience will have one formal evaluation each year.

## MTSS

- As a district we are streamlining our MTSS process

### What is MTSS (Multi-Tiered System of Supports)?

MTSS is a way that schools support all students by providing the right help at the right time. It's like a pyramid with different levels of support:

- **Tier 1** is high-quality teaching for all students.
- **Tier 2** provides small group support for students who need a little extra help.
- **Tier 3** offers more intensive, individualized support for students who need more than what Tiers 1 and 2 provide.

MTSS looks at **academics, behavior, and social-emotional needs**, so students can succeed in every area. Schools use data to identify what support each student needs and check regularly to make sure it's working.

## Grand Parents Day

- Working on a day in November for Grand Parents Day



## Vision & Mission

*Honor Tradition. Inspire the Future.*

Rooted in the values, strength, and tradition of our Nebraska community and guided by a dedicated and passionate staff, Bertrand Community School is nurturing a vibrant, future-focused learning environment in which all students are equipped with the skills, knowledge, and character to shape their future as thoughtful, responsible citizens.

## Student Learning & Achievement

NSCAS  
Test Scores  
Grades  
3–8

Grade	Reading	Math	Science
3rd	65%	59%	N/A
4th	69%	62%	N/A
5th	50%	44%	89%
6th	36%	43%	N/A
7th	67%	50%	N/A
8th	89%	78%	89%

Nebraska Avg (3–8 ELA): 59%

Nebraska Avg (3–8 Math): 58%

Nebraska Avg (3–8 Science): 74%

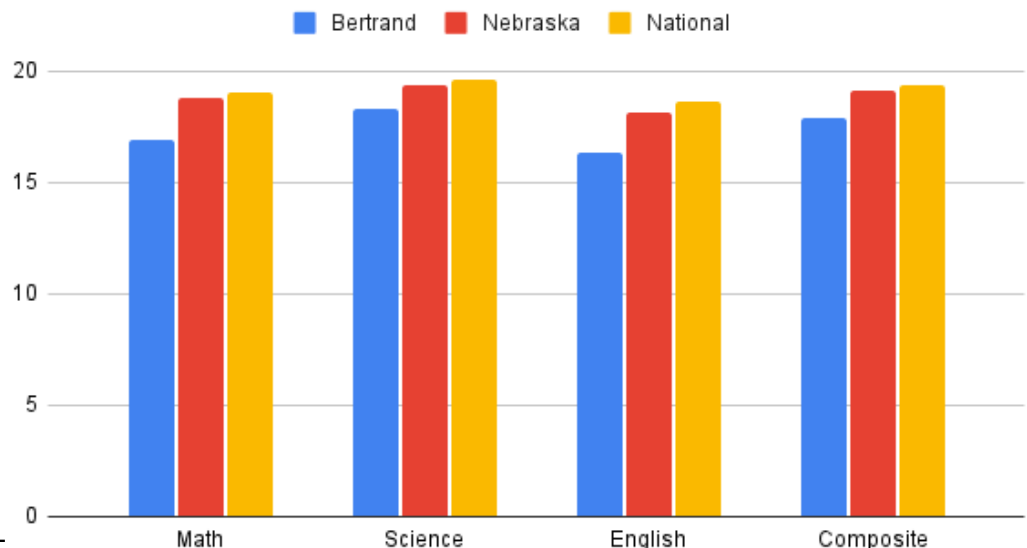
**Bertrand Math: 16.9**  
Nebraska Average: 18.8  
National Average: 19

**Bertrand Science: 18.3**  
Nebraska Average: 19.4  
National Average: 19.6

**Bertrand ELA: 16.3**  
Nebraska Average: 18.1  
National Average: 18.6

**Bertrand Composite: 17.9**  
Nebraska Average Composite: 19.1  
National Average Composite: 19.4

## ACT Score Comparison 2025





MONDAY  
15 SEPTEMBER 2025

# BERTRAND COMMUNITY SCHOOL SUPERINTENDENT REPORT

## Student Learning & Achievement

DIBELS Testing completed first week of September.

Based on NSCAS scores, DIBELS testing, & teacher observations, students were grouped according to areas of need (MTSS Tier 2 Interventions)

First round of Progress Monitoring completed last week.

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## Personnel & Staff Updates

I would like to recognize & celebrate our entire staff. The start of this school year brought a lot of changes and every single person in the building has had to adjust to something whether that was going from a PC to a Mac, teaching new classes, or serving a different group of kids. I am continuously in awe of the commitment of our staff and the way they show up in every sense of the phrase every single day.

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## Student Activities

UNK Band Day Parade Competition - September 20<sup>th</sup> 10:00

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## Community Relations

We will be participating in the Phelps County Give2Grow Campaign (November 13) again this year.

Community Advisory Panel is being formed to assist with Continuous Improvement & CTE

## Professional Development

Mr. McBride & Dr. C attended a Culture & Climate workshop last week

Mrs. Vacura is doing LTRS Training (CLSD Grant)

Miss Badgley/Mrs. Vacura attended Writing Workshop in August

Mrs. Gardine, Miss Christian, & I have received scholarships (registration & lodging) to attend the NE Science Teachers Conference in October.

September Inservice focused on data insights and Continuous Improvement

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## Finance & Budget

Career Technology State Grant:

- New Ovens for FCS
- New Refrigerator for FCS
- Commercial Stove for FCS

Action Grant (CTE):

- Purchases for Shop in process: Band Saw, Planer, Dust Collector

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## Policy & Compliance

Constitution Day - September 17

Rule 10 Assurances have been submitted

I will attend the School Law Update (virtually) on September 17



MONDAY  
15 SEPTEMBER 2025

# BERTRAND COMMUNITY SCHOOL SUPERINTENDENT REPORT

## Facilities & Operations

Shop Project - Ready to Begin

Access Points Installation/Updates to begin on the 22<sup>nd</sup> (East Door)

Key Inventory and fob replacements in progress

Technology Device Lease will be paid with REAP funds annually.

We will be testing our drinking water for lead using a state grant for free testing kits

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## District Goals & Priorities

Mission & Vision Statements

PBIS Expectations in progress

Data Review at September Inservice

PD Alignment to CIP Goals

Tier One Expectations included in Weekly Update

Staff are engaging with MTSS/CIP work and we are making steady progress

October's update will include MAPs data & progress monitoring results

## Upcoming Professional Learning

*NASB Labor Relations Conference (Negotiations) October 1-2 Embassy Suites, Lincoln*

School Safety Summit  
October 16 (In Person or Virtual) NCSA Office, Lincoln

NE Fall Ed Tech Conference  
November 3 YCC South, Kearney

**\*\*State Education Conference  
November 19-21 Lincoln**

State Principal's Conference  
December 3-4 Lincoln

*Legislative Preview (In Person or Virtual)  
December 10 Lincoln*

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## Assessment Calendar

DIBELS (K-6) - BOY, MOY, EOY

MAPs (K-9) - By October 1st

Pre-ACT (10) - Spring (TBD)

ACT (11) - April 7

NSCAS (3-8) - March 23 - May 1 Window



Jason McNierney  
802 Marshfield Ave  
Bertrand NE 68927  
308-474-8033  
720-939-1538

**PROPOSAL:**  
**Bertrand Community School: Old Gym Roof**

Ap Roofing agrees to furnish the following.

AP Roofing will supply all labor, materials, cleanup and provide 20-year warranty for the work on the attached itemized estimate.

**Retrofit** (existing) standing seam roof with Flute-Fill and TPO membrane surface- RHINO bond System.

Use 2" fill foam in pans, 18 wide."

½ cover board, 4x8 Sheets

All new perimeter metal on the rakes and eaves (Dark Bronze Color)

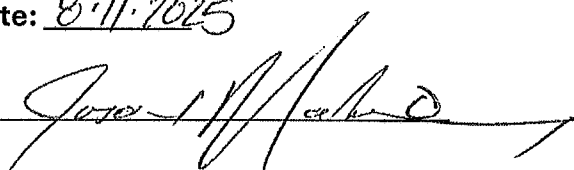
60 (sixty) mil TPO membrane – Heat Welded and mechanically fastened at the seams. White Color

Total Tax-Exempt project price (itemization is attached separately)

**\$109,499.23**

Jason McNierney

Date: 8.11.2025

X 



## AP Roofing & Specialty Coatings

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802 Marshfield Ave  
Bertrand NE 68927

Client: Bertrand Public School  
Business: 503 School St  
Bertrand , NE 68927

Operator: MCNIERNE

Estimator: Jason McNierney  
Company: AP Roofing and Specialty Coatings  
Business: 802 Marshfield Ave  
Bertrand, NE 68927

Business: (720) 939-1538  
E-mail: mcnierneyj@gmail.com

Type of Estimate:

Date Entered: 8/11/2025

Date Assigned:

Price List: NEGI8X\_AUG25

Labor Efficiency: Restoration/Service/Remodel

Estimate: BERTRAND\_SCHOOL\_ROOF



**AP Roofing & Specialty Coatings**

802 Marshfield Ave  
Bertrand NE 68927

**BERTRAND\_SCHOOL\_ROOF**

**Roof**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1. Flu_fill Insulation Boards 2"x18"*	10,600. SF	2.11	0.00	22,366.00	(0.00)	22,366.00
Includes retrofit preparation and all labor and material for the insulation build-up. We will cut back pans and block off eaves with 2" moisture rated wood to provide solid termination at roofs edge.						
2. 1/2 Coverboard *	110.00 SQ	249.36	0.00	27,429.60	(0.00)	27,429.60
3. Single-ply membrane - Mechanically attached - 60 mil	110.00 SQ	444.32	0.00	48,875.20	(0.00)	48,875.20
Includes heat welded TPO roofing membrane and all corner and flashing detail						
4. Eave trim for metal roofing - 29 gauge	414.00 LF	17.96	0.00	7,435.44	(0.00)	7,435.44
Includes all new edge trim - will detach and reset the gutters at the eave and re-fasten with new hardware						
<b>Totals: Roof</b>			<b>0.00</b>	<b>106,106.24</b>	<b>0.00</b>	<b>106,106.24</b>

**Access**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
5. Telehandler/forklift*	1.00 WK	1,563.00	0.00	1,563.00	(0.00)	1,563.00
6. Temporary toilet*	5.00 DA	50.00	0.00	250.00	(0.00)	250.00
7. Material Frieght *	1.00 EA	1,579.99	0.00	1,579.99	(0.00)	1,579.99
8. WARRANTY UPGRADE *	1.00 EA	0.00	0.00	0.00	(0.00)	0.00
Standard system includes a 20 year warranty						
<b>OPTIONAL:</b> Upgrade to No Dollar Limit, 20 year Warranty for an additional \$1,200 (requires manufacturer inspection and annual )						
<b>Totals: Access</b>			<b>0.00</b>	<b>3,392.99</b>	<b>0.00</b>	<b>3,392.99</b>
<b>Line Item Totals: BERTRAND_SCHOOL_ROOF</b>			<b>0.00</b>	<b>109,499.23</b>	<b>0.00</b>	<b>109,499.23</b>



**AP Roofing & Specialty Coatings**

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802 Marshfield Ave  
Bertrand NE 68927

**Summary**

Line Item Total	109,499.23
<b>Replacement Cost Value</b>	<b>\$109,499.23</b>
<b>Net Claim</b>	<b>\$109,499.23</b>

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Jason McNierney

## ***Policy 1003***

***Vision Statement:*** Honor Tradition. Inspire the Future.

***Mission Statement:*** Rooted in the values, strength, and tradition of our Nebraska community and guided by a dedicated and passionate staff, Bertrand Community School is nurturing a vibrant, future-focused learning environment in which all students are equipped with the skills, knowledge, and character to shape their future as thoughtful, responsible citizens.

## **Policy 5005 Option Transportation**

- A. **Paxton, Southwest, Arapahoe, Southern Valley, Hitchcock County, Elwood, Overton, Maxwell, Maywood, 5005 Option Transportation.** The board of education provides transportation to option students only if (a) the option student lives on an existing bus route or (b) the option student makes arrangements to be picked up and dropped off at preexisting stops along an existing busroute. The district does not provide mileage reimbursement for option-enrolled students unless otherwise required by law.

B. **Dundy County 5005 Option Transportation.**

Option Transportation. The board of education does not provide transportation services or mileage reimbursement for option-enrolled students unless otherwise required by law.

## 6040

### **Prekindergarten (Preschool or Early Childhood) Program**

The school board establishes a program to provide prekindergarten services to resident students, also referred to as an early childhood or preschool program. The school district will provide the program in compliance with state law and 92 NAC 11 (Nebraska Department of Education "Rule 11"). The availability of the program is subject to the district being able to employ and retain appropriate and qualified personnel.

**Purpose.** The purpose of the program is to promote the social, emotional, intellectual, language, physical, and aesthetic development and learning for the children served and to promote family development and support.

**Age Participation.** The program will be available to children of the following ages:

- Children who are 3 years of age before July 31 of the enrollment year;
- Children who are 4 years of age at the start of the enrollment year; and
- Children who are 5 years of age at the start of the enrollment year, so long as they do not turn 6 years of age prior to January 1 of that year (subject to the participation limitation below).

All enrollment is subject to capacity limitations and enrollment priorities established in this policy. Three-year-old children will only be offered half-day attendance.

**Five-Year-Old Participation.** Participation of 5-year-old students who will not turn 6 prior to January 1 of the enrollment year will be further limited to those students who have a raw score lower than \_\_\_\_ on the [INSERT SCREENING TOOL(S)].

**Capacity Limitation.** The maximum capacity for the program is \_\_\_\_ children. In the event where the total number of children registered for the program by July 15 rises above \_\_\_\_, the district will only offer the program to children with the following priority for enrollment:

- 4-year-olds;
- "At-risk" children (as defined by Rule 11);
- Qualified five-year-old students; and
- Three-year-olds.

If the program is at capacity after July 15, further enrollment applications will be denied. Exception: If an "at-risk child" (as defined by Rule 11)

moves into the district and the program is at capacity, the child will be enrolled in the program. The youngest child in the class that is not "at risk" will be withdrawn from the program.

**Program Coordinator.** The program will be coordinated by a an individual qualified by law to be a Program Coordinator.

**Program and Staff Requirements.** All teachers and administrators in prekindergarten programs must hold a valid certificate or permit to teach issued by NDE except as otherwise allowed by law or Rule 11.

**Participation and Inclusion.** Participation of children and families in the program will be voluntary. The program will not exclude children verified as having disabilities and will include to the extent possible children of diverse social and economic characteristics.

**Birth Certificates.** Within 30 days of enrollment, parents or guardians must submit a certified copy of the child's birth certificate or other documentation in compliance with the Missing Children Identification Act (sections 43-2001 through 43-2012).

**Instructional Hours.** Each class in the program will operate a minimum of 12 instructional hours per week during the school year. Programs receiving grant funds pursuant to state law will operate a minimum of 450 instructional hours per school year.

**Fees.** The district may charge a fee for its program in accordance with the Policy 5045 - Student Fees, provided that the fee may not exceed the actual cost of the program. If the district charges a fee, it will also use a sliding fee scale in order to maximize the participation of economically and categorically diverse groups. The district may waive fees on the basis of need.

**General Reports.** The head administrator will include information about the program in the NDE approved data system. All early childhood data is due as specified by the data system calendar.

**Early Childhood Program Report.** An Early Childhood Program Report Form will be submitted annually by October 15 on the form required by NDE.

**Planning.** Each program will have a planning period that complies with the requirements of Rule 11.

**Coordination with Existing Programs and Funding Sources.** The district will develop, and keep on file, a written plan to show that the

program will be coordinated or contracted with existing programs in compliance with Rule 11 requirements. The district will develop and keep on file a written plan to coordinate and use a combination of local, state, and federal funding sources including, but not limited to, those listed in Rule 11 in order to maximize the participation of economically and categorically diverse groups of children and to ensure that participating children and families have access to knowledge of comprehensive services that may be available.

**Additional Rule 11 Requirements.** Rule 11 includes additional requirements that are not included in this policy, including but not limited to requirements addressing family development and support; developmentally and culturally appropriate curriculum, practices, and assessment; evaluation and quality assurance; program staff; child/staff ration and group size; facilities, equipment, health, and safety; meals and snacks, immunizations; supervision; toileting; infants and toddlers; Sixpence programs; and home-based programs. The district will comply with these additional requirements that are applicable to the program.

**Special Education Act Compliance.** Nothing in this policy allows the school district to fail to meet its responsibilities under the Special Education Act (section 79-1110 through 79-1167). To the extent there is any conflict between this policy or Rule 11 with the Special Education Act, the Act shall control.

Adopted on: 7/15/2024

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

# Proposal

**Main Office:**

2401 East 8th St, PO Box 1949  
 North Platte, Nebraska 69103  
 (308) 534-3480  
 FAX (308) 532-4625

71587 Road 388  
 McCook, Nebraska 69001  
 (308) 345-6670  
 FAX (308) 345-4389

## Weathercraft Companies

**Lexington Office**  
 Roofing, Sheet Metal, Siding & Overhead Door Contractors  
 906 West 8th St, PO Box 67  
 Lexington, Nebraska 68850  
 Office: (308) 324-3772  
 Toll Free: (800) 662-2981  
 FAX: (308) 324-3893

**Branch Offices:**

509 South 9th Ave., Ste. 103  
 Broken Bow, Nebraska 68822  
 (308) 872-6191  
 FAX (308) 872-6539

320 S Spruce  
 Ogallala, Nebraska 69153  
 (308) 284-6029  
 FAX (308) 284-9957

Proposal Submitted to: <b>Bertrand Public Schools</b>		Phone <b>308-472-3427</b>	Date <b>7/14/2025</b>
Street <b>503 School Street</b>		Job Name	
City, State and Zip Code <b>Bertrand, NE 68927</b>		Job Location	
Architect	Date of Plans	<i>Cover</i>	Job Phone

**We hereby submit specifications and estimates for:**

*30 - 320 - 0587*

**For Budget Purposes Only:**

- #1: Flute fill existing metal roof panels with ISO Insulation along with a 1/2" ISO HD coverboard.
  - #2: Both layers of the above insulation will be mechanically fastened into the existing metal deck.
  - #3: Install the Elevate .60 mil adhered EPDM roofing system over the insulation.
  - #4: All penetrations, wall flashings and perimeter edges will receive new flashings.
  - #5: This system carries the Elevate fifteen (15) year "Red Shield" Labor and Materials warranty.
- Total Contract Price per roof area. If more than one roof is completed at a time there will be a cost savings.
- Roof Areas: #1: 142,700 #2: \$78,900 #3: \$48,600 #4: \$175,200 #5: \$92,600 #6: \$115,100**
- #7: \$197,200 #8: \$135,000 #9: \$94,300**

Note: Any disconnection and/or reconnection of any gas, electrical, duct work, satellite dish, etc. that is needed to complete this roofing project will be at the owners expense.

\* Sales tax not included

**We Propose** hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of: \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )

Payment to be made as follows: \_\_\_\_\_

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature \_\_\_\_\_

This proposal may be withdrawn by us if not accepted within 30 days.

## Acceptance of Proposal

The above prices and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**Springer Roofing Inc.**

**3720 Cottonmill Ave  
Kearney, NE 68845**

**Phone 308-237-4498 Fax**

**Estimate-Proposal**

Date	Estimate #
1/23/2025	6582

Proposal Submitted To:

Bertrand Community School  
503 School Street  
Bertrand, NE 68927

Phone  
Cell  
Contact

Project/Job Name
'25 - SEC. C

Specifications and Estimate for:	Proposed Total
<p>***PROPOSAL IS FOR PROPERTY LOCATED AT 503 SCHOOL STREET BERTRAND***                      **BCS ELEMENTARY NORTHEAST COLOR CODED SECTIONS OF ROOF A - G**                      ***THIS ESTIMATE: SECTION C - - YELLOW SECTION***</p> <p>GAF 20YR RHINO-BOND TPO ROOF SYSTEM                      GAF RHINO-BOND ATTACHED 60MIL TPO SYSTEM</p> <p>ROOFING:                      . INSTALL FLUTE FILL BETWEEN RIBS.                      . INSTALL 1 LAYER OF 1/2" HD ISO INSULATION OVER ENTIRE DECK W/ ADDITIONAL R VALUE OF 10.                      . RHINO BOND 1 LAYER OF 60MIL, ENERGY STAR RATED TPO OVER ENTIRE ROOF TO SYSTEM SPECS.                      . HEAT WELD ALL SEAMS WITH ROBOTIC WELDER USING THE RHINO-BOND SYSTEM.</p> <p>FLASHING:                      . FLASH ALL CURBS, WALLS, PIPES &amp; OPENINGS WITH 60MIL TPO.                      . INSTALL TERMINATION BAR ON WALLS AS NECESSARY.                      . INSTALL NEW METAL CAP EDGING AS NECESSARY.                      TWENTY (20)YR ROOF SYSTEM GUARANTEE.                      . REMOVE ALL TWIRLY VENTS ON THIS SECTION</p> <p>**NOT INCLUDED IN ESTIMATE TOTAL - - THIS IS AN ADDITIONAL CHARGE**                      UPGRADE: TO 30YR EXTREME TPO.....\$39,000</p> <p>**NOT INCLUDED IN ESTIMATE TOTAL - - THIS IS AN ADDITIONAL CHARGE**                      *GAF DIAMOND PLEDGE 20YR NDL (NO DOLLAR LIMIT) EDGE TO EDGE WARRANTY*                      ROOF WILL BE INSPECTED BY A GAF REPRESENTATIVE. AFTER APPROVAL, A                      FORMAL 20YR NDL SYSTEM &amp; LABOR WARRANTY WILL BE ISSUED FROM THE                      SYSTEM'S MANUFACTURER.....\$1,485</p> <p>**NOT INCLUDED IN ESTIMATE TOTAL - - THIS IS AN ADDITIONAL CHARGE**                      *GYM ROOM UNIT REPAIR.....\$1,400</p>	<p>87,935.00</p>
<p>We Propose to hereby furnish material and labor--complete in ccordance with the above specifications, for the sum of:</p>	<p><b>Proposed Total</b> \$87,935.00</p>

*All material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. All alteration or deviation from the above specifications involving extra cost will be executed only upon written or agreed upon verbal orders, and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Due to pricing volatility, all vender price increases will be passed through at the time we receive them.*

Authorized  
Signature: \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: \_\_\_\_\_

Date Accepted: \_\_\_\_\_



Jason McNierney  
802 Marshfield Ave  
Bertrand NE 68927  
308-474-8033  
720-939-1538

**PROPOSAL:**  
**Bertrand Community School: Old Gym Roof**

Ap Roofing agrees to furnish the following.

AP Roofing will supply all labor, materials, cleanup and provide 20-year warranty for the work on the attached itemized estimate.

**Retrofit** (existing) standing seam roof with Flute-Fill and TPO membrane surface- RHINO bond System.

Use 2" fill foam in pans, 18 wide."

½ cover board, 4x8 Sheets

All new perimeter metal on the rakes and eaves (Dark Bronze Color)

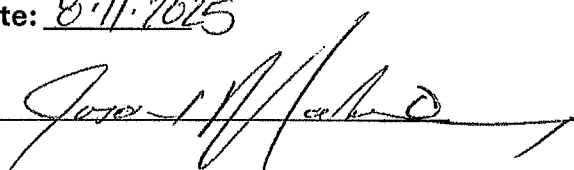
60 (sixty) mil TPO membrane – Heat Welded and mechanically fastened at the seams. White Color

Total Tax-Exempt project price (itemization is attached separately)

**\$109,499.23**

Jason McNierney

Date: 8.11.2025

X 



## AP Roofing & Specialty Coatings

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802 Marshfield Ave  
Bertrand NE 68927

Client: Bertrand Public School  
Business: 503 School St  
Bertrand , NE 68927

Operator: MCNIERNE

Estimator: Jason McNierney  
Company: AP Roofing and Specialty Coatings  
Business: 802 Marshfield Ave  
Bertrand, NE 68927

Business: (720) 939-1538  
E-mail: mcnierneyj@gmail.com

Type of Estimate:

Date Entered: 8/11/2025

Date Assigned:

Price List: NEGI8X\_AUG25

Labor Efficiency: Restoration/Service/Remodel

Estimate: BERTRAND\_SCHOOL\_ROOF



**AP Roofing & Specialty Coatings**

802 Marshfield Ave  
Bertrand NE 68927

**BERTRAND\_SCHOOL\_ROOF**

**Roof**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1. Flu_fill Insulation Boards 2"x18"*	10,600. SF	2.11	0.00	22,366.00	(0.00)	22,366.00
Includes retrofit preparation and all labor and material for the insulation build-up. We will cut back pans and block off eaves with 2" moisture rated wood to provide solid termination at roofs edge.						
2. 1/2 Coverboard *	110.00 SQ	249.36	0.00	27,429.60	(0.00)	27,429.60
3. Single-ply membrane - Mechanically attached - 60 mil	110.00 SQ	444.32	0.00	48,875.20	(0.00)	48,875.20
Includes heat welded TPO roofing membrane and all corner and flashing detail						
4. Eave trim for metal roofing - 29 gauge	414.00 LF	17.96	0.00	7,435.44	(0.00)	7,435.44
Includes all new edge trim - will detach and reset the gutters at the eave and re-fasten with new hardware						
<b>Totals: Roof</b>			<b>0.00</b>	<b>106,106.24</b>	<b>0.00</b>	<b>106,106.24</b>

**Access**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
5. Telehandler/forklift*	1.00 WK	1,563.00	0.00	1,563.00	(0.00)	1,563.00
6. Temporary toilet*	5.00 DA	50.00	0.00	250.00	(0.00)	250.00
7. Material Frieght *	1.00 EA	1,579.99	0.00	1,579.99	(0.00)	1,579.99
8. WARRANTY UPGRADE *	1.00 EA	0.00	0.00	0.00	(0.00)	0.00
Standard system includes a 20 year warranty						
<b>OPTIONAL:</b> Upgrade to No Dollar Limit, 20 year Warranty for an additional \$1,200 (requires manufacturer inspection and annual )						
<b>Totals: Access</b>			<b>0.00</b>	<b>3,392.99</b>	<b>0.00</b>	<b>3,392.99</b>
<b>Line Item Totals: BERTRAND_SCHOOL_ROOF</b>			<b>0.00</b>	<b>109,499.23</b>	<b>0.00</b>	<b>109,499.23</b>



**AP Roofing & Specialty Coatings**

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802 Marshfield Ave  
Bertrand NE 68927

**Summary**

Line Item Total	109,499.23
<b>Replacement Cost Value</b>	<b>\$109,499.23</b>
<b>Net Claim</b>	<b>\$109,499.23</b>

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Jason McNierney



# SCHEDULED SERVICE AGREEMENT

**Trane Office**

Trane U.S. Inc.  
11937 Portal Road  
La Vista, NE 68128

**Trane Representative**

Nate Klinginsmith  
Cell: (308) 216-1551  
Office: (402) 596-8000

**Proposal ID**

8259298

**Master Agreement**

2170150

**Company Name**

Bertrand Public Schools  
503 SCHOOL STREET  
Bertrand, NE 68927-6892  
Nicole LeClaire

**Site Address**

Bertrand Community School  
503 School St  
Bertrand, NE 68927

July 31, 2025



## EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively

**Protect your bottom line.** Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) O&M Guide 2010

### ADDITIONAL SUPPORT

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.



### WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services



## SCOPE OF SERVICES — STANDARD INCLUSIONS

### ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

#### ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

##### Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



#### TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

##### Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Identify long-term equipment performance trends and avoid equipment failures



## REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.***



All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

### Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

### Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

### Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
  - a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
2. Trane's EPA Compliant Reporting S/A
  - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
3. Trane's Premium EPA Compliance S/A
  - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
  - b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.



# HVAC EQUIPMENT COVERAGE

## Bertrand Community School

The following "Covered Equipment" will be serviced at Bertrand Community School:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	LES Boilers Inc	HF3-50	09F-5432	BOILER #2
Boilers - Generic	1	LES Boilers Inc	HF3-50	09F-5433	BOILER #1

**Service Description** **Quantity Per Term**  
 Boiler Annual Maintenance (Service 1) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll Compressors	1	Trane	CGAM100A2P	U16E55404	

**Service Description** **Quantity Per Term**  
 CGAM Annual Maintenance (Service 2) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
1.5 - 5 Ton Unitary Split Systems	1	Trane	GAM5B0B36M	13231KDH2V	SPLIT 2
1.5 - 5 Ton Unitary Split Systems	1	Trane	GAM5B0C60M	1317NTM2V	SPLIT 1

**Service Description** **Quantity Per Term**  
 Split System Air Handler Annual Maintenance (Service 3) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
3-10 Ton R22, PKGD Unitary Gas/Electric Rooftop Unit	1	Trane	YSC060A3RZ	743100614L	
3-10 Ton R22, PKGD Unitary Gas/Electric Rooftop Unit	1	Trane	YSC092A3RZ	743101007L	

**Service Description** **Quantity Per Term**  
 Precedent Cooling Annual Maintenance (Service 4) 1  
 Precedent Heating Annual Maintenance (Service 5) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Marathon Electric	RVE215TTDB	75480697-1-01-1	PUMP 1
Pumps	1	Marathon Electric	RVE215TTDB	75480697-1-01-2	PUMP 2

**Service Description** **Quantity Per Term**  
 Semi-Annual Pump Maintenance (Service 6) 2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516950	E21D11998	



**Service Description**  
 System Analysis Review & SMP Licensing (Service 7)

**Quantity Per Term**  
 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
TR1 2800 - Variable Frequency Drives	1	Trane	131L1515	007808H256	TR200 - 1
TR1 2800 - Variable Frequency Drives	1	Trane	131L1515	007908H256	TR200 - 2

**Service Description**  
 Variable Frequency Drive Maintenance (Service 8)

**Quantity Per Term**  
 2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
1.5-5 ton Packaged Gas/Elec. R-22 Rooftop - Convertible	1	Trane	YCH180B3HB	746101558D	
20-75 Ton Packaged Industrial Rooftop	1	Trane	YCH420AEKU	C07K11114	

**Service Description**  
 Voyager Cooling Annual Maintenance (Service 9)  
 Voyager Gas Heat Annual Maintenance (Service 10)

**Quantity Per Term**  
 1  
 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Variable Refrigerant Flow System	1	Trane	4TVR0144B3	1608S1024X	

**Service Description**  
 Outdoor Unit Annual Inspection (Service 11)  
 Outdoor Unit Operational Inspection (Service 12)

**Quantity Per Term**  
 1  
 1



## PRICING AND ACCEPTANCE

Nicole LeClaire  
 Bertrand Public Schools  
 503 SCHOOL STREET  
 Bertrand, NE 68927-6892

Site Address:  
 Bertrand Community School  
 503 School St  
 Bertrand, NE 68927

### Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

### Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	14,116.00	3,529.00	Quarterly

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

### Tariffs

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

### Term

The Initial Term of this Service Agreement is 1 year, beginning October 1, 2025. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on September 30, 2026, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 11937 Portal Road, La Vista, NE 68128

### Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

### Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A



ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**Cancellation by Company**

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).**

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Nate Klinginsmith
_____ Printed Name	Proposal Date: July 31, 2025 Cell: (308) 216-1551 Office: (402) 596-8000 License Number:
_____ Title	_____ Authorized Representative
_____ Purchase Order	_____ Title
_____ Acceptance Date	_____ Signature Date

The Initial Term of this Service Agreement is 1 year, beginning October 1, 2025.  
 Total Contract Amount: \$14,116.00 USD.



**TERMS AND CONDITIONS - SERVICE**

“Company” shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. **Agreement.** These terms and conditions (“Terms”) are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the following commercial services as stated in the Proposal (collectively, the “Services”): inspection, maintenance and repair (the “Maintenance Services”) on equipment (the “Covered Equipment”), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as “Trane Digital Services”). **COMPANY’S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s Terms and Conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Customer’s acceptance of performance by Company will in any event constitute an acceptance by Customer of Company’s Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services provided by Company to the date of cancellation.
4. **Fees and Taxes.** Fees for the Services (the “Service Fees”) are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company’s normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.
5. **Payment.** Payment is due upon receipt of Company’s invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.
6. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer’s bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.
7. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer’s telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer’s communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.
8. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.
9. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer’s existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer’s failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in,



on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**10. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**11. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**12. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

### 13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.



**15. Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

**18. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**19. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

**20. Export Laws.** The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**21. U.S. Government Services.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4)



waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0325)  
Supersedes 1-26.130-7 (0225)



## SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no



longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

- e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data: Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.



13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2



## APPENDIX

### SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

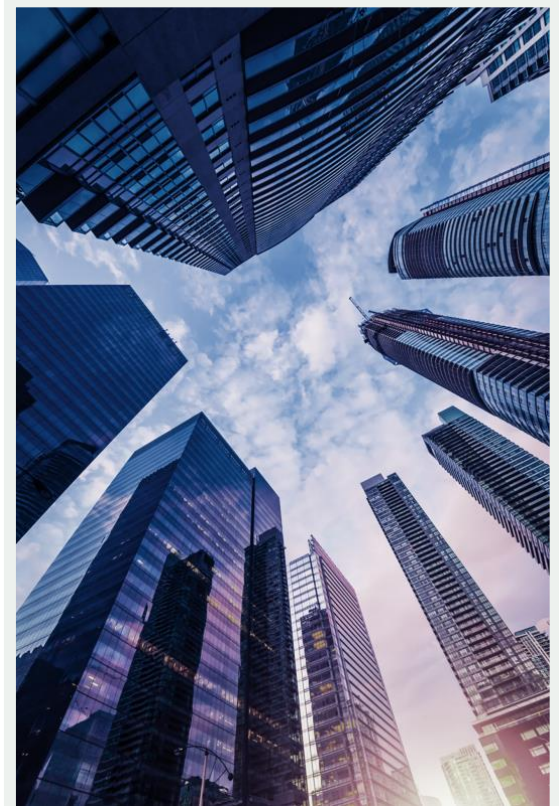
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

### CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





## CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

### Service 1: Boiler Annual Maintenance

#### Description

- Water Boiler Maintenance Safety Check
- Combustion & Burner Analysis
- Burner Safety Inspection for Natural Gas/Propane Water Boilers (Commercial and Industrial)
- Boiler External Inspection for Water Boilers (Commercial and Industrial) (Natural Gas/Propane)

### Service 2: CGAM Annual Maintenance

#### Description

- Customer Notification
- Initial Site Inspection
- Visual Condenser Coil Check
- Lock Out Tag Out (Standard)
- Electrical Inspection
- Remove Panels Generic
- Compressor Oil Level Check- Air-Cooled Scroll
- Leak Test (High Pressure)
- Strainer Maintenance - BPHE Units
- Inspect Piping - CGAM
- Coil Cleaning Water (Applied)
- TechView/KestrelView Connection
- Review Diagnostics
- Check Fans for Rubbing
- Check EXV Sight Glass
- Run Service Report From TechView
- Techview/Kestrel View Disconnection

### Service 3: Split System Air Handler Annual Maintenance

#### Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Generic Meg (One) Fan Motor
- Electrical Inspection (Air Handler NTP)
- NTP Heating Inspection (Electrical)
- Log Unit (1-5 Ton Unit)

### Service 4: Precedent Cooling Annual Maintenance

#### Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Check Damper
- Condenser Coil Cleaning (Light Commercial)
- Electrical Inspection
- Condenser Fan Check (Unitary)
- Start Up Seasonal Cooling



### **Service 5: Precedent Heating Annual Maintenance**

#### Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Check Damper
- Start Up Seasonal Heating (Gas)

### **Service 6: Semi-Annual Pump Maintenance**

#### Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Pumps
- Pump Maintenance
- Remove Lock Out Tag Out
- Adjust Packing Seal
- Remove Lock Out Tag Out
- Log Pump

### **Service 7: System Analysis Review & SMP Licensing**

#### Description

- Operator Workstation Inspection
- System Controller Inspection
- Apply SMP Licensing
- Verify System Software Programming
- System Back-Up
- Software Service Pack Update
- Update Software to Current Version
- Upgrade Security
- Check Alarms
- Check Scheduling
- Check Data Usage
- Customer Review - 30 Minutes
- Any issues discovered by technician will be brought to customer's attention

### **Service 8: Variable Frequency Drive Maintenance**

#### Description

- Variable Frequency Drive Maintenance

### **Service 9: Voyager Cooling Annual Maintenance**

#### Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Remove Access Panels or Open Access Doors
- Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Condenser Coil Cleaning (Light Commercial)
- Remove Lock Out Tag Out
- Pre-Start Check- VOY/PRE
- Start Up Condenser Fan Check (Per Fan)
- Cooling Check-VOY
- Manual Log With Electronic Device
- Return Unit to Normal Operation



### **Service 10: Voyager Gas Heat Annual Maintenance**

#### Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Remove Access Panels or Open Access Doors
- Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Remove Lock Out Tag Out
- Pre-Start Check- VOY/PRE
- Start Up Heating Check (Natural Gas/Propane) Modulating Heat - Voyager
- Manual Log With Electronic Device
- Return Unit to Normal Operation

### **Service 11: Outdoor Unit Annual Maintenance**

#### Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Lock Out Tag Out (Standard)
- Visually Inspect Base Pan
- Clean Unit Exterior and Coil
- Leak Test Inspection (Commercial Condensing Unit)
- Remove Lock Out Tag Out
- Upgrade Outdoor Unit Firmware
- Return Unit to Normal Operation
- Log Unit and Operation Check (Ductless)
- Verify Operating Voltages
- Check Amp Draw

### **Service 12: Outdoor Unit Operational Maintenance**

#### Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Review Diagnostics (Standard)
- Visual Electrical Inspection
- Visual Inspection for Abnormality, Damage and Missing Hardware
- Verify Operating Voltages
- Check Amp Draw
- Review Operation
- Log Unit and Operation Check (Ductless)



# MECHANICAL MAINTENANCE

IT'S HOW YOU SAVE MONEY

REDUCE YOUR OPERATING COSTS

REGAIN CONTROL OF YOUR EQUIPMENT

MORE TIME TO FOCUS ON YOUR BUSINESS

**Prepared For:**

Nicole Leclaire  
BERTRAND PUBLIC  
SCHOOLS  
503 SCHOOL STREET  
BERTRAND, NE - 68927

# IMPORTANT CONTACTS

Nicole Leclaire,

At Rasmussen Mechanical Services, we are dedicated to understand your business and its goals. Through your support, we have built a maintenance agreement to provide your facility with safe, responsive, and cost efficient solutions.

This program gives you the power back to manage your business!

To the right, is your list of important contacts. Refer to the How I can help section to learn how each contact can be of service in the most responsive fashion.

I am personally thankful for the opportunity to be of service,

Collin Martin

## Account Manager

**Name:** Collin Martin

**How I Can Help:** I am your main point of contact. You can reach out to me whenever you would like. I can assist you in determining additional services, repairs, and customer support.

**Phone:** +1 4024507006

**Email:** collin.martin@rasmech.com

## Dispatcher

**Name:** Eva Flores

**How I Can Help:** I am your service dispatcher. I can help with service schedules, invoices, and work order history.

**Phone:** (308) 234-9023

**Email:** eva.flores@rasmech.com



# PROGRAM OVERVIEW

## Scope of Work

The scope of this agreement includes Semi-Annual preventative maintenance on all listed equipment in the following schedule.

### Semi-Annual Maintenance:

- VRF Outdoor Unit
- Pumps
- RTU's
- VFD's

### Spring Maintenance:

- Chiller
- AHU's
- Condensers

### Fall Maintenance:

- Boilers

Filters and belts are not included. Spring service includes coil cleanings. We will notify you of any repairs needed outside of the scope of this agreement.

# PROGRAM OVERVIEW

## Agreement Terms

This Agreement is to commence on 2025-08-01 and continue for a term of 1 year. Contract is set to expire on 2026-07-31. Payments are to be made on Semi-Annual intervals. Seller's Terms and Conditions can be found at <https://www.rasmech.com/terms>.

*\*Please note, this agreement does not include any sales and/or use tax.*

## Program Investment

### Year One

**SIX THOUSAND, TWO HUNDRED TWO DOLLARS.....\$6,202.00**

## For Approval

Print Name	Signature for Approval
Date Accepted	Purchase Order # (If applicable)

# COVERED EQUIPMENT

Below is the list of equipment covered under the Agreement Terms of this Proposal.

NAME	TYPE	MFG NAME	MODEL	SERIAL
Boiler 1	Boiler	LES	HFS-30	09F-5433
Boiler 2	Boiler	LES	HFS-30	09F-5432
Chiller	Chiller - Scroll	Trane	CGAM100A2P	U16E55404
Pump 1	Pump	Marathon	RVE2151TDB	75480697-1-01-1
Pump 2	Pump	Marathon	RVE2151TDB	75480697-1-01-2
RTU 1	Packaged Unit	Trane	YCH180GB3HB	746101655D
RTU 2	Packaged Unit	Trane	YCH240AEKU	C0K11114
RTU 3	Packaged Unit	Trane	YSC060A3R2	7431006614
RTU 4	Packaged Unit	Trane	YSC092A3R2	743101007L
Split System AHU 1	Air Handler	Trane	GAM5B0B36M	13231KDH2V
Split System AHU 2	Air Handler	Trane	GAM5B0C60M	1317NTM2V
Split System Condenser 1	Condenser	Trane	4TTB3036E1000 AA	1323331BAF
Split System Condenser 2	Condenser	Trane	4TTB3060D1000 CA	13123RJ74F
VFD1	Variable Frequency Drive	Trane	131L1515 TR200	007808H256
VFD2	Variable Frequency Drive	Trane	131L1515 TR200	007908H256
VRF Outdoor Unit	VRF	Trane	4TVR0144B3	1608S1024X

# MAINTENANCE PROGRAM

The following Maintenance Program will be applied to the **Boiler(s)** listed equipment below.

<b>Boiler 1</b>	<b>Boiler 2</b>
<ul style="list-style-type: none"><li>• Inspect spark igniter</li><li>• Adjust combustion air</li><li>• Inspect condensate drain</li><li>• Check burner control system<ul style="list-style-type: none"><li>• Check burner linkages</li></ul></li><li>• Check gas valve/operation and leak by<ul style="list-style-type: none"><li>• Check/Test pressure relief valve</li></ul></li><li>• Check for leaks (water, gas, flue and condensate)<ul style="list-style-type: none"><li>• Check control settings</li><li>• Flame inspection (stable, uniform)</li></ul></li><li>• Perform combustion analysis and burner adjustments</li></ul>	<ul style="list-style-type: none"><li>• Inspect flame detector<ul style="list-style-type: none"><li>• Test safety devices</li></ul></li><li>• Check burner operation</li><li>• Check gas regulator and gas pressure<ul style="list-style-type: none"><li>• Check gas safety switch</li></ul></li><li>• Check pressure temperature gauge<ul style="list-style-type: none"><li>• Test low water cutoff and reset</li></ul></li><li>• Verify flue and air passage ways in good condition and sealed tight<ul style="list-style-type: none"><li>• Check wiring and connections</li><li>• Remove and clean burner</li></ul></li><li>• Hot Water Pump Motor - take a quick visual check of pump/motor operation</li></ul>

# MAINTENANCE PROGRAM

The following Maintenance Program will be applied to the VRF(s) listed equipment below.

## VRF Outdoor Unit

- Check unit cabinet for signs of physical damage
- Ensure the outdoor cabinet drains are clear
- Make sure outdoor fan is free of dirt, debris, cracks, etc. and that it is securely connected to the fan motor
  - Ensure all refrigerant piping is insulated
  - Tighten all electrical connections
  - Ensure all cabinet screws are secure
- Check the outdoor unit air intake and discharge clearances
- Check the condition of the heat exchanger (outdoor coil), clean the heat exchanger
- Ensure that the refrigeration piping insulation is not damaged
- Check for signs of refrigerant leakage, i.e. oil in base of unit and around brazed joints
- Check that all connectors are securely connected to the outdoor unit Printed Circuit Board (PCB)
  - While operating, check of the system for any abnormal noise or vibration from the condensing unit

# MAINTENANCE PROGRAM

The following Maintenance Program will be applied to the **Chiller - Scroll(s)** listed equipment below.

## Chiller

- Check the evaporator refrigerant pressure
  - Check the liquid line sight glasses
  - Check system subcool
- Check Compressor Unit Voltage per phase - Compressor "A" ; Ckt 1
- Check Compressor "A" Ckt 1 Amps per per phase
- Check Evaporator Entering & Leaving Water Temp
  - Check Active Chill Water Setpoint
  - Check Saturated Condenser Rfgt. Temp.
    - Check oil separator level
- Inspect the entire system for unusual conditions
  - Clean out any inline strainers
- Manually rotate condenser fans to insure proper clearance on the fan openings
  - Check operating and safety controls
- Inspect electrical components for deficiencies
  - Clean the condenser fans as needed
- Measure volts/amps of condenser fan motor 1
- Measure volts/amps of condenser fan motor 3
- Measure volts/amps of condenser fan motor 5
- Measure volts/amps of condenser fan motor 7 (if applicable)
- Measure volts/amps of condenser fan motor 9 (if applicable)
  - Check contactor(s)
- Check the condenser refrigerant pressure
  - Check system superheat
  - Check Evaporator Pressure Drop
- Check Compressor Unit Voltage per phase - Compressor "B" ; Ckt 2
- Check Compressor "B" Ckt 2 Amps per per phase
  - Outdoor Air Temperature
  - Check Saturated Evaporator Rfgt.Temp.
    - Check Compressor RLA
  - Check the pressure drop across the oil filter
- Inspect all piping components for leakage and damage
  - Clean condenser coils
- Perform a compressor oil analysis to determine system moisture content and acid level.
- Verify that all wire terminal connections are tight
- Inspect all piping components for leakage and damage
- Check the fan assemblies for proper clearance in the fan openings and for motor shaft misalignment, abnormal endplay, vibration and noise
  - Measure volts/amps of condenser fan motor 2
  - Measure volts/amps of condenser fan motor 4
  - Measure volts/amps of condenser fan motor 6
  - Measure volts/amps of condenser fan motor 8 (if applicable)
  - Measure volts/amps of condenser fan motor 10 (if applicable)
    - Check and measure capacitor(s)

# MAINTENANCE PROGRAM

The following Maintenance Program will be applied to the Pump(s) listed equipment below.

<b>Pump 1</b>	<b>Pump 2</b>
<ul style="list-style-type: none"><li>• Tighten all nuts and bolts</li><li>• Visually check pump alignment and coupling</li><li>• Inspect electrical connections and contactors<ul style="list-style-type: none"><li>• Clean external surfaces if needed</li></ul></li><li>• Verify proper pressures on gauges if present</li><li>• Lubricate pump and motor bearings per manufacturer's recommendations</li></ul>	<ul style="list-style-type: none"><li>• Check motor mounts</li><li>• Check motor operating conditions</li><li>• Inspect mechanical seal or packing as applicable<ul style="list-style-type: none"><li>• Check Pump Starters</li></ul></li><li>• Inspect &amp; Clean pump strainers</li></ul>

# MAINTENANCE PROGRAM

The following Maintenance Program will be applied to the **Air Handler(s)** listed equipment below.

## Split System AHU 1

- Examine control setpoints & safeties
- Lubricate fan bearings (if applicable)
  - Check filters
- Check and tighten electrical connections
- Check for deterioration of gaskets and seals
  - Inspect heat element
- Record Ambient Temperatures

## Split System AHU 2

- Clean supply fan and housing
- Check Belts. Advise if change is needed
- Visually inspect for fluid leaks of coils and connecting piping
  - Clean condensate pan and clear drain line
- Inspect both main unit control panel & heat section control box
  - Heating Operational Check

# MAINTENANCE PROGRAM

The following Maintenance Program will be applied to the **Condenser(s)** listed equipment below.

## Split System Condenser 1

- Clean condenser coils (spring or summer)
- Generally inspect the unit for unusual conditions (spring or summer)
- Check and measure capacitor(s) (spring or summer)
- Record control voltage reading (spring or summer)
  - Record refrigeration type
  - Record LBS per circuit
- Record Converted Hi-side pressure; Liquid Line Temp and Record Sub Cool (CIRCUIT 1)
  - Verify if suction line is frosted?
- Record Suction Line Drier Inlet & Outlet Pressures
  - Check Condenser Fan Operation

## Split System Condenser 2

- Verify that all wire terminal connections are tight and insulation is free of burns (spring or summer)
  - Check contactor(s) (spring or summer)
- Record voltage reading at contactor 1 (spring or summer)
- Measure amps of Compressor 1 (spring or summer)
  - Record metering device type (if accessible)
  - Record Suction Line Temp; Converted Low Side Pressure and Record Super Heat (CIRCUIT 1)
- Record Condenser Outlet Air Temp; Ambient/Inlet Temp; and Condenser Rise Temp
- Record Liquid Line Filter Drier Inlet & Outlet Temps
  - Check pressure switch and hoses for buildup, corrosion, leaks

# MAINTENANCE PROGRAM

The following Maintenance Program will be applied to the **Packaged Unit(s)** listed equipment below.

RTU 1	RTU 2	RTU 3	RTU 4
<ul style="list-style-type: none"> <li>• Measure volts/amps of compressor 1 (spring or summer)</li> <li>• Measure volts/amps of compressor 3 (if applicable) (spring or summer)</li> <li>• Measure volts/amps of compressor 5 (if applicable) (spring or summer)</li> <li>• Measure volts/amps of condenser fan motor 1 (spring or summer)               <ul style="list-style-type: none"> <li>• Measure volts/amps of condenser fan motor 3 (if applicable) (spring or summer)</li> <li>• Measure volts/amps of condenser fan motor 5 (if applicable)(spring or summer)</li> <li>• Measure volts/amps of condenser fan motor 7 (if applicable) (spring or summer)</li> </ul> </li> <li>• Measure volts/amps of supply fan motor (spring or summer)               <ul style="list-style-type: none"> <li>• Measure volts/amps of exhaust fan motor (if applicable) (spring or summer)                   <ul style="list-style-type: none"> <li>• Check contactor(s) (semi)</li> </ul> </li> </ul> </li> <li>• Check the power and control voltages (semi)</li> <li>• Check Condensate Overflow Switch (spring)</li> <li>• Clean condenser coils (spring or summer)</li> <li>• Check compressor suction pressures (each circuit) (spring or summer)</li> <li>• Check compressor superheat (each circuit) (spring or summer)</li> <li>• Check Compressor Oil Level (spring or summer)               <ul style="list-style-type: none"> <li>• Check all safety controls (semi)</li> </ul> </li> <li>• Lube all motors/bearings, where applicable (semi)</li> <li>• Check for oil/refrigerant leaks (spring or summer)</li> <li>• Check and clean condensate pans (spring or summer)               <ul style="list-style-type: none"> <li>• Generally inspect the unit for unusual conditions (semi)</li> <li>• Check all belts &amp; tighten, where applicable (semi)</li> </ul> </li> </ul>		<ul style="list-style-type: none"> <li>• Measure volts/amps of compressor 2 (if applicable) (spring or summer)</li> <li>• Measure volts/amps of compressor 4 (if applicable) (spring or summer)</li> <li>• Measure volts/amps of compressor 6 (if applicable) (spring or summer)</li> <li>• Measure volts/amps of condenser fan motor 2 (if applicable) (spring or summer)</li> <li>• Measure volts/amps of condenser fan motor 4 (if applicable) (spring or summer)</li> <li>• Measure volts/amps of condenser fan motor 6 (if applicable) (spring or summer)</li> <li>• Measure volts/amps of condenser fan motor 8 (if applicable) (spring or summer)</li> <li>• Measure volts/amps of return fan motor (if applicable) (spring or summer)               <ul style="list-style-type: none"> <li>• Measure volts/amps of combustion fan motor (if applicable) (spring or summer)                   <ul style="list-style-type: none"> <li>• Check and measure capacitor(s) (semi)</li> </ul> </li> <li>• Check and adjust all temperature and pressure controls as needed (semi)</li> </ul> </li> <li>• Inspect evaporator coil. Clean as needed (spring or summer)</li> <li>• Rotate the condenser fan(s) to ensure free movement (spring or summer)</li> <li>• Check compressor discharge pressures (each circuit) (spring or summer)               <ul style="list-style-type: none"> <li>• Check compressor subcool (each circuit) (spring or summer)                   <ul style="list-style-type: none"> <li>• Record Delta T across coils (semi)</li> <li>• Check all safety controls (semi)</li> </ul> </li> </ul> </li> <li>• Check cap tubes/piping for chafing (spring or summer)               <ul style="list-style-type: none"> <li>• Check fan wheels - clean as required (spring or summer)</li> </ul> </li> <li>• Verify that all wire terminal connections are tight (semi)</li> <li>• With the unit running, check and record the ambient temperature (semi)               <ul style="list-style-type: none"> <li>• Check fan sheave wear (semi)</li> </ul> </li> </ul>	

advise if change is needed

- Check fan sheave alignment (semi)
- Check motor supports (semi)
- Inspect burner assembly / clean (fall)
  - Check combustion fan (fall)
- Inspect flue, draft diverter and clean air screen (fall)
  - Check crankcase heaters (semi)
  - Does the hot gas bypass valve function properly (semi)
- Check economizer operation - lube/clean if necessary (semi)
- Check fan-bearing supports (semi)
- Check motor hold-down bolts (semi)
- Measure volts/amps of combustion fan motor (if applicable) (spring or summer)
- Check ignition system for proper operation (fall)
  - Check and clean pilot assembly (fall)
- Check rotation of return fan (if applicable) (semi)
- Is the liquid in the line sightglass clear and dry? (semi)
- Check Filters - advise if change is needed (semi)

# MAINTENANCE PROGRAM

The following Maintenance Program will be applied to the Variable Frequency Drive(s) listed equipment below.

## VFD1

- Check input voltage
- Check amps in drive and bypass

## VFD2

- Confirm line voltage is in balance
- Check safety circuit



## Mechanical Services, Inc.

**Division of Rutt's Heating & AC Inc.**

*Hastings | Kearney | Lincoln | Columbus*

402-463-4853 – [www.ruttsh heating.com](http://www.ruttsh heating.com)



# Service Agreement

**Prepared for:**

**Bertrand Community School**

**Location:**

**503 School Street**

**Bertrand, NE 68927**







Mechanical Services, Inc.

*Reliable. Simple. Invested in your success.*

## Scope

<i>Equipment</i>	<i>Manufacturer</i>	<i>Model Number</i>	<i>Serial Number</i>	<i>Asset</i>
VFD	Trane	131L1515	007808H256	TR200 - 1
VFD	Trane	131L1515	007908H256	TR200 - 2

## Schedule

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

## Tasks

- Check input line voltage
- Confirm input line voltage is balance within 3%
- Check full load amps in drive and bypass if applicable
- Exercise safety circuit to ensure unit stops running





Mechanical Services, Inc.

*Reliable. Simple. Invested in your success.*

<i>Equipment</i>	<i>Manufacturer</i>	<i>Model Number</i>	<i>Serial Number</i>	<i>Asset</i>
VRF Outdoor Unit	Trane	4TVR0144B3	1608S1024X	

### **Schedule**

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

### **Tasks**

- Review diagnostics
- Verify line voltage
- Electrical inspection
- Meg compressor motor(s)
- Leak check
- Visual condenser coil check
- Condenser fan / motor bearing check
- Evaporator flow switch inspection
- Check for software updates and install
- Check oil / crankcase heaters
- Check glycol concentration if applicable
- Check evaporator heater
- Verify sensor readings




Mechanical Services, Inc.

*Reliable. Simple. Invested in your success.*

<i>Equipment</i>	<i>Manufacturer</i>	<i>Model Number</i>	<i>Serial Number</i>	<i>Asset</i>
Boiler	LES Boilers Inc	HFS-30	09F-5432	BOILER 2
Boiler	LES Boilers Inc	HFS-30	09F-5433	BOILER 1

### **Schedule**

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

### **Tasks**

- Inspect safety valve.
- Inspect temperature and safety controls including pilot and main gas safeties.
- Inspect piping and connections.
- Inspect gas pressure, gas regulator and gas valve.
- Inspect pilot and main gas ignition and operation.
- Inspect combustion room air intake system.
- Inspect valves & blow down or flush main tank drain.
- Inspect contacts and connections on all controls and tighten as needed.
- Inspect and replace ignition wiring as needed.
- Inspect electrodes and clean as needed.




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<i>Equipment</i>	<i>Manufacturer</i>	<i>Model Number</i>	<i>Serial Number</i>	<i>Asset</i>
Air-Cooled Chiller	Trane	CGAM100A2P	U16E55404	

### Schedule

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

### Tasks

- Review diagnostics
- Verify line voltage
- Visual condenser coil check
- Check compressor / oil heaters
- Verify pump operation and water flows
- Oil level check per circuit
- Measure volts/amps of condenser fan motors
- Check condenser fan/ brackets and bearings
- Check glycol concentration if applicable
- Check pressure drop across heat exchanger
- Refer to maintenance portion of IOM
- Verify sensor readings
- Inspect communication link wiring





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<i>Equipment</i>	<i>Manufacturer</i>	<i>Model Number</i>	<i>Serial Number</i>	<i>Asset</i>
Pump	Marathon Electric	RVE2151TDB	75480697-1-01-2	PUMP 2
Pump	Marathon Electric	RVE2151TDB	75480697-1-01-1	PUMP 1

### Schedule

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

### Tasks

- Lubricate pump and motor bearings per manufacturer's recommendations
- Tighten all nuts and bolts
- Inspect motor mounts and vibration pads
- Visually Inspect pump alignment and coupling
- Inspect motor operating conditions
- Inspect electrical connections and contactors
- Inspect hand valves
- Inspect mechanical seal or packing as applicable
- Clean external surfaces if needed
- Inspect suction and discharge pressures
- Lubricate bearings if applicable




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<i>Equipment Type</i>	<i>Manufacturer</i>	<i>Model Number</i>	<i>Serial Number</i>
Tracer SC	Trane	X136516950	E21D11998

### Schedule


<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

### Tasks

- Perform controls inspection and software maintenance.

<i>Equipment</i>	<i>Manufacturer</i>	<i>Model Number</i>	<i>Serial Number</i>	<i>Asset</i>
Split Systems	Trane	GAM5B0B36M	13231KDH2V	Air Handler
Split Systems	Trane	GAM5B0C60M	1317NTM2V	Air Handler
Split Systems	Trane	4TTB3036E1000AA	1323331BAF	Condenser
Split Systems	Trane	4TTB3060D1000CA	13123RJ74F	Condenser

### Schedule

<i>Spring</i>	<i>Summer</i>	<i>Fall</i>	<i>Winter</i>
			

### Tasks

#### Condensers

- Verify line voltage
- Electrical inspection
- Meg compressor motor(s)
- Leak check
- Visual condenser coil check
- Condenser fan / motor bearing check
- Evaporator flow switch inspection
- Check oil / crankcase heaters
- Check the evaporator heater

#### Air Handlers

- Inspect electrical components
- Inspect starters and contact surfaces
- Inspect Coils
- Inspect all belts and sheaves where applicable
- If applicable, lubricate motors/bearings
- Inspect for oil/refrigerant, water leaks
- Inspect cabinetry/hardware conditions
- Inspect air filters





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<b>Equipment</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>
Rooftop Packaged Unit	Trane	YCH180GB3HB	746101655D
Rooftop Packaged Unit	Trane	YCH240AEKU	COK11114
Rooftop Packaged Unit	Trane	YSC060A3R2	7431006614
Rooftop Packaged Unit	Trane	YSC092A3R2	743101007L

### Schedule

<b>Spring</b>	<b>Summer</b>	<b>Fall</b>	<b>Winter</b>
			

### Tasks

#### **Rooftop Spring:**

- Inspect electrical components
- Inspect starters and contact surfaces
- Check crankcase heaters
- Check oil levels
- Inspect coils
- Check condenser motor bearings, fans/brackets
- Check heat exchanger
- Lubricate bearings if applicable
- Inspect general cabinet condition
- Inspect filters
- Check drain pan and condensate trap
- Inspect for refrigerant leaks

#### **Rooftop Fall:**

- Perform electrical inspection
- Inspect combustion blower motor bearings
- Inspect combustion blower motor
- Inspect indoor blower motor
- Inspect fan and fan bearings
- Inspect condenser fans
- Inspect crankcase heaters
- Inspect surface igniter
- Inspect door gaskets
- Inspect belts and sheaves
- Lubricate motors/bearings
- Inspect for leaks
- Inspect unit general condition
- Check gas pressure, if applicable
- Check electric heating element if applicable
- Check combustion if applicable
- Inspect filters
- Inspect coils
- Check proper operation of economizer



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**Pricing**

Term	Annual	Quarterly	Monthly
5/1/2025 - 4/30/2026	\$9,072.00	\$2,268.00	\$756.00
<i>Initial Desired Payment</i>			

➤ **Option to clean condenser coils in spring:.....\$2,400.00**

**Customer Preferred Pricing:**

*Our number #1 priority is you and we are **invested in your success**. All Rutt’s Mechanical Services customers with an active service agreement receive a **10% discount on parts and a \$20 per hour discount on our hourly labor rates**. Preferred Pricing can add up to significant savings during the term of your service agreement!*

**Exclusions:**

1. Any work not specifically listed in the scope of this document is not included.
2. Refrigerant replacement is not included in this proposal.
3. All work to be performed during normal working hours. For the purpose of this document “normal” working hours are defined as 8AM – 5PM, Monday – Friday, excluding holidays.
4. See Terms and Conditions on the last 3 pages of this document.

**Customer Acceptance**

**Rutt’s Mechanical Services Inc.**

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order



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## Additional Terms & Conditions

1. **Services.** Subject to the terms and conditions set forth in the Agreement (as defined below), the counterparty identified in this Agreement (“You”) engage **RUTT'S HEATING AND AIR CONDITIONING, INC.** (“Company”) to provide, and the Company agrees to provide to You, only those services specifically described in this Agreement (“Services”).
2. **Complete Agreement.** These additional terms and conditions are incorporated by reference into, and form an integral component of, the proposal, documentation or agreement provided to You by the Company (these additional terms and conditions, together with the proposal, documentation or agreement provided to You by the Company being, collectively, the “Agreement”). Company’s agreement to perform the Services is expressly conditioned on Your agreement with and acceptance of the express terms and conditions in this Agreement, as evidenced by your acceptance or signature of the Agreement. Neither this Agreement nor Your acceptance shall be deemed to include any additional or different terms proposed by You whether communicated orally or in writing that may add to, vary from or conflict with the terms of this Agreement, and Company expressly objects to any term or condition that may add to, vary from or conflict with the terms of this Agreement. You and Company shall mutually agree in writing upon any adjustment or change to the terms of the Services or this Agreement. Company shall not be responsible for any services or work not specifically listed in this Agreement.
3. **Credit Approval.** This Agreement is subject to credit approval by Company. If the Company does not approve Your credit, or if the Company disapproves Your credit at any time during performance of the Services, Company may (in Company’s sole discretion, and at Company’s option), terminate this Agreement upon notice to You, delay or suspend performance of the Services without any liability, attempt to renegotiate any terms or conditions of this Agreement as Company may determine, and/or exercise any other rights or remedies available to Company. If Company elects, at any time to terminate this Agreement, then the Agreement shall terminate without any liability to Company and You shall immediately pay Company for Services provided prior to the date of termination along with any other costs or expenses incurred by Company in connection with, or in anticipation of, this Agreement and the Services.
4. **Fees.** You shall pay Company all fees, costs, charges, expenses and other amounts (“Fees”) set forth in or contemplated in this Agreement. Unless otherwise specifically stated elsewhere in this Agreement, all Fees are calculated and determined based on Services being performed on business days and during normal business hours. Services performed on days other than business days and Services performed outside of normal business hours shall be performed at Company’s then-current overtime, holiday, weekend, evening or other applicable rates (as the same may be adjusted from time to time).
5. **Taxes.** In addition to Fees, You shall pay Company all taxes and similar amounts or charges payable by the Company in connection with the Services and this Agreement.
6. **Payment.** Unless otherwise specifically stated elsewhere in this Agreement, all payments (including Fees and taxes) are due immediately upon receipt of an invoice or similar document from Company. If payment is not made when due, Company’s remedies shall include, but not be limited to: (a) the assessment of a late charge of two percent (2%) per month, or the highest rate permitted by law, whichever is less; (b) suspension of the Services until all payments due have been made; (c) termination of this Agreement; and/or (d) the filing and enforcement of a construction lien on Your property. You shall pay to Company upon demand all costs (including attorneys’ fees) incurred by Company in collecting or attempting to collect amounts due or otherwise enforcing this Agreement.
7. **Warranties.** Company warrants that the Services shall be performed in a workmanlike manner. Except as expressly set forth in this Agreement, Company makes no representations or warranties, express or implied or otherwise incorporated in this Agreement whether by statute, common law or otherwise, including without limitation, with respect to the Services, the quality of the Services, the results of the Services performed, including, without limitation, any warranties as to merchantability or fitness for a particular purpose, any warranties of correctness, completeness or accuracy, as well as any warranties arising from a course of dealing, usage or trade practice.
8. **Cooperation; Access.** You shall cooperate fully with Company to promptly provide any and all information reasonably requested by Company in connection with the performance of the Services. You shall provide Company with access to your property (and any other necessary premises), and provide Company with access to all required utilities, in order for Company to perform the Services. You shall cooperate with the Company, and provide the Company with such other access, cooperation and materials as the Company may request. Your property and premises shall be safe, shall be a suitable working condition, and shall be in compliance with all applicable laws, rules and regulations. Company may, without limiting any other rights or remedies available to Company, terminate this Agreement or suspend or delay performance of Services if You fail to comply with Your obligations under this Agreement.



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9. **Indemnity; Limitations.** During the course of, and upon and after completion of the Services for any reason whatsoever, You agree to indemnify and hold Company and its members, managers, officers, employees, subcontractors, subsidiaries and affiliates harmless from and against any loss, liability, damage or expense whatsoever (including court costs and reasonable attorneys' fees) incident to any claim, action or proceedings against Company, or any member, manager, officer, employee, subcontractor, subsidiary or affiliate thereof, which arise out of or relate to, directly or indirectly, (a) any of Your actions or omissions that directly or indirectly cause any losses to the Company or that impact the timing, performance or quality of the Services; (b) any inaccurate or incomplete information provided by you to Company; (c) any breach of this Agreement by You; (d) any failure by You to adhere to any guidelines, recommendations or instructions from Company or any manufacturer or third party of any kind relating directly or indirectly to the Services or any equipment or materials used in connection with the Services; or (e) any other actions or omissions by You relating to the Services or this Agreement (including, without limitation, any fraud, negligence or misconduct). Company shall not be liable to You or any third party for any anticipated profits, special, indirect, punitive, incidental, lost profits, business interruption, loss of service, loss of business or consequential damages or penalties of any kind. Company's liability on any claim arising out of or relating to this Agreement or the performance of the Services or a breach of this Agreement shall in no case exceed the price paid by You to Company for the performance of the Services giving rise to the claim. You must commence any action against Company arising out of or relating to this Agreement, including, without limitation, for breach of this Agreement or any warranty associated with the Services, within one (1) year from the date the Services are completed by Company (or the termination of this Agreement, if earlier) or any such claim will be forever barred.
10. **Termination by Company.** Without limiting any other rights or remedies in this Agreement, You acknowledge and agree that Company may terminate this Agreement at any time without liability upon notification to You (in which event, You shall immediately pay Company for Services provided prior to the date of termination).
11. **Force Majeure; Unknown Conditions; Timing.** Company shall be excused from its obligations, and shall not be liable for any damages arising out of any delay or default in the performance of the Services, under this Agreement to the extent that any delay or failure in the performance of such obligations results from any cause beyond its reasonable control, including without limitation, performance by third parties, power failures, acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, acts of terrorism, severe weather conditions or labor problems. In the event Company determines that this Agreement cannot be performed as intended by the parties due to structural or other defects or conditions at or around Your property, Company may cancel this Agreement without liability upon notification to You (in which event, You shall immediately pay Company for Services provided prior to the date of termination). Any stated or estimated start date or estimated completion date set forth in this Agreement, if any, are merely estimates and are not a guarantee of performance by any certain date. Company shall not be liable for a failure to perform by or in accordance with any estimated dates, if any, set forth in this Agreement.
12. **Exclusivity.** You acknowledge and agree that Company shall be the sole and exclusive provider to You of the Services and any other services that are substantially similar to the Services, and You covenant and agree not to engage any other person or entity during the term of this Agreement to provide You with any Services which are the same as, or substantially similar to, the Services.
13. **Exclusions.** Without limiting any other rights or remedies of, or protections for the benefit of, Company, You acknowledge and agree that, unless otherwise specifically stated elsewhere in this Agreement, the Services do not include, and Company shall not be responsible for or liable for, any claims, losses, damages or expenses in any way connected with, relating to or arising from, directly or indirectly, any of the following: (a) any guarantee of room conditions or system performance; (b) inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of You or others, damage due to freezing weather, calamity, malicious act, or any force majeure event; (d) any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) furnishing any items of equipment, material, or labor, or performing special tests recommended or required by insurance companies or other third parties; (f) failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion



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thereof; (g) building access or alterations that might be necessary to repair or replace Your existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) valves that are not factory mounted: balance, stop, control, and other valves external to the device; (j) any responsibility for design or redesign of any systems or equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) any services, claims, or damages arising out of Your failure to comply with its obligations under this Agreement; (l) Your failure to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the Services are provided, including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) replacement of refrigerant and other fluids / supplies is excluded, unless replacement of refrigerant or other fluid / supply is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) any Services, claims, or damages arising out of refrigerant not supplied by Company. Further, You acknowledge and agree that You shall be solely and exclusively responsible for: (x) the cost of any additional replacement refrigerant, fluids or other supplies; (y) operation of any equipment; and (z) any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company

14. **Miscellaneous.** No provisions of this Agreement will be waived by any party except in writing, no waiver by any party of a breach shall be construed as a waiver of any subsequent breach by the same party. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions and applications of this Agreement shall remain valid and enforceable. This Agreement may be amended or modified only by a written amendment duly signed by each of the parties. The relationship of the parties established by this Agreement is of independent contractors. You may not assign your rights under this Agreement without the prior written consent of Company. This Agreement shall be construed in accordance with the substantive laws of the State of Nebraska. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, must be brought in the appropriate state or federal courts located in Omaha, Douglas County, Nebraska. You waive any right you may have to a jury trial with respect to any litigation arising under or in connection with this Agreement, regardless of theory of recovery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
  
15. Due to the evolving nature of U.S. trade policies, including the potential for new or increased tariffs, import duties, or other governmental fees affecting materials and equipment sourced internationally, *Rutt's Heating & A/C, and all affiliated entities* (hereinafter referred to as "Rutt's") reserves the right to adjust contract pricing to reflect these changes. If such tariffs or fees are imposed or increased after contract execution, any additional costs incurred will be passed through to the **Customer**. For the purposes of this agreement, **Customer** shall be defined as any entity or individual contracting with Rutt's for services, equipment, or installation, including but not limited to general contractors, property owners, developers, subcontractors (such as plumbers and electricians), or any other party responsible for payment under the terms of this contract. Rutt's will notify the Customer promptly of any adjustments and provide supporting documentation. By signing this agreement, the Customer acknowledges and accepts this potential price fluctuation.