Central Bucks School District Finance and Operations Committee Meeting

Thursday, October 8, 2026 7:00 PM
Board Room: Educational Services Center, 16 Welden Drive, Doylestown, PA 18901

1. **CALL TO ORDER**

2. **PUBLIC COMMENT**

3. **REVIEW OF PREVIOUS MEETING REPORT**

4. **FINANCE RECOMMENDATIONS FOR APPROVAL AT NEXT SCHOOL BOARD MEETING**

4.A. Approval of Investment Portfolio & Treasurer's Report for August 2026 and Ratification of Investments Report for September

4.B. Approval of 2026-2027 BCIU Homestead Farmstead Agreement at a Rate of $1.128 per parcel

4.C. Approval of Kelly Pediatric Therapy Services Agreement

4.D. Approval of BCIU Chief Science Officer Program MOU

5. **FINANCE INFORMATION ITEMS**

5.A. Review of Budget Variance Report for 2025-2026 School Year

6. **OPERATIONS RECOMMENDATIONS FOR APPROVAL AT NEXT SCHOOL BOARD MEETING**

6.A. Approval to purchase a 2500 pickup truck with plow for $59,288.24 as a replacement vehicle from Bergeys Chevrolet

6.B. Approval to accept the CB West Class Gift from the graduating Class of 1976.

6.C. Approval of Change Order in the amount of $102,647.18 with Gilmore & Associates related to additional engineering services and construction administration for the new well and water treatment building for Holicong Middle School and CB East High School.

6.D. Approval of Gilmore & Associates Professional Services proposal in the amount of $57,490.00 for the design of the 2027 Playground Renovation Projects.

6.E. Approval of Professional Services proposal from VDA for the 2027 Elevator Modernization Project in the amount of $15,660.00.

6.F. Approval to Resume the East High School Stadium Turf Replacement Project and approve additional professional services for bidding and construction administration.

6.G. Approval of Trane Valve Repair Proposal for the HVAC System at 20 Welden.

7. **OPERATIONS INFORMATION ITEMS**

7.A. Realignment Construction Update

7.B. Capital Projects Update

8. **TRANSPORTATION AND FOOD SERVICE**

8.A. Approval of First Student Drivers

8.B. Approval of transportation services agreement with Zum for field trips and athletics trips that cannot be covered by our own district staff.

9. **ADJOURNMENT**

9.A. Next scheduled Finance & Operations Committee Meeting: November 12, 2026

Central Bucks School District
Finance and Operations Committee Meeting Report

Thursday, September 10, 2026 7:00 PM
Location: CBSD Educational Services Center
16 Welden Drive, Doylestown, PA 18901

In Attendance:
David Comalli, Chairperson pro tempore
Katrina Filiatrault, Board member
Susan Gibson, Board member
Heather Reynolds, Board member
Karen Smith, Board member
Joanna Wexler, Ph.D., Superintendent
Charles Malone, Ed.D., Assistant Superintendent for Secondary
Helen Zaleski, Ed.D., Assistant Superintendent for Elementary
Wayne Gehris, Chief Financial Officer
Barbara Markowitz, Finance Director
Kevin Spencer, Director of Operations
Thomas Hanna, Capital Projects Manager
Stephanie Radcliffe, Board Secretary

1. **CALL TO ORDER**
Mr. Comalli called the meeting to order at 7:00 p.m.

Dr. Wexler announced that during committee meetings, members review items and decide whether to advance them for approval of the full Board, but since this evening we do not have a quorum, the items presented will move forward to the full Board with administration recommendation rather than committee recommendation.

2. **PUBLIC COMMENT**
Jennifer Bish, Buckingham, spoke about agenda item 7B, the demographic study consultant. Ms. Bish spoke about minimizing the impact on juniors and seniors. Ms. Bish spoke about feeder patterns for elementary to middle schools and from middle to high schools.

3. **REVIEW OF PREVIOUS MEETING REPORT**
The Committee Report from the previous meeting was reviewed.

4. **PRESENTATION: Bucks County Tax Claim Bureau**
Kristin Nielsen and Joe Cepparulo of the Bucks County Tax Claim Bureau presented to the Committee about a delinquent

tax claim service. The Tax Claim Bureau offers new technology to optimize collection processes. A 5% commission remains with the Bureau, and the remaining 95% is remitted to the taxing authorities. The taxing authority can decide to opt into a new method whereby the 5% commission would be paid by the delinquent property owner, and the 100% collected would be sent to the taxing authority. If the school board decided to opt-in to this service, it would approve a Resolution at a future school board meeting. This will be discussed again next month.

5. **FINANCE RECOMMENDATIONS FOR APPROVAL AT NEXT SCHOOL BOARD MEETING**

5.A. Approval of Investment Portfolio & Treasurer's Report for July 2026 and Ratification of Investments Report for August 2026

Mrs. Markowitz reviewed the financial reports and the Committee agrees to move this to the full Board for a vote.

5.B. Approval of Membership in the Lehigh University School Study Council (LUSSC) in the amount of $2,000.00

This membership would allow up to five Cabinet members to attend monthly professional learning opportunities that feature current topics impacting public education.
The Committee agrees to move this to the full Board for a vote.

6. **FINANCE INFORMATION ITEMS**

6.A. Review Budget Variance Report for School Year 2025-26

To view the budget variance report, please refer to item 6A on the committee agenda.

7. **OPERATIONS RECOMMENDATIONS FOR APPROVAL AT NEXT SCHOOL BOARD MEETING**

7.A. Approval of Professional Services Contract for Mechanical Engineering Study for HVAC Systems at CB West

The Committee agrees to move this to the full Board for a vote.

7.B. Discussion and Selection of Demographic Consultant for Development of a 10-Year Demographic Projection for Central Bucks School District

Mr. Gehris shared a presentation with the Committee that highlighted a profile of the district including enrollment, staffing, and the student/teacher ratio. The 2025 data included 1,570 professional staff members and 16,941 students. While the cost per student was $24,196.00, our revenue per student was $23,701.00.
Mr. Spencer shared a presentation with the Committee that compared two demographic study proposals-PowerSchool and Pennsylvania Economy League(PEL).

Both of these presentations can be viewed by referring to Item 7B on the committee agenda.

Dr. Wexler shared that Administration is working on references and if all goes well, will recommend PEL for this new demographic study, and the Committee agrees to move this to the full Board for a vote.

8. OPERATIONS INFORMATION ITEMS

8.A. Capital Projects Update

To view the Capital Projects Update, please refer to Item 8A on the committee agenda.

8.B. Operations Summer Work Update and Recognition

Mr. Spencer thanked staff for the incredible amount of work that was done over the summer to prepare our schools for the new school year and for grade realignment.

8.C. Realignment Construction Update

Mr. Spencer discussed Certificates of Occupancy and that construction continues at the schools.

9. TRANSPORTATION AND FOOD SERVICE

9.A. Approval of Plumstead Christian School Transportation Agreement

Mr. Spencer recommends approving this 3-year Agreement for busing, and the Committee agrees to move this to the full Board for a vote.

9.B. Approval of New First Student Drivers for Transportation Services

The Committee agrees to move this list of First Student drivers to the full Board for a vote.

10. **ADJOURNMENT**

The meeting was adjourned at 8:58 p.m.

10.A. Next scheduled Finance & Operations Committee Meeting: October 8, 2026

CENTRAL BUCKS
SCHOOL DISTRICT

To: Stephanie Radcliffe
From: Jill Schmutz
Date: September 1, 2026

Board Agenda Information:

General Fund Disbursements, August 2026

Checks	$4,784,033.53
Electronic Payments	$152,534,562.14
Transfers to Payroll	$6,065,345.46
TOTAL	**$163,383,941.13**

Other Disbursements, August 2026

Capital Fund Checks & Electronic Payments	$4,262,341.61
Food Service Checks & Electronic Payments	$172,878.09
TOTAL	**$4,435,219.70**
Grand total of all Funds	**$167,819,160.83**

The Central Bucks School District
General Fund
Treasurer's Report
8/31/2026

Beginning Cash Balance		**$32,830,226.88**
Receipts		
Local General Funds Receipts		
Community School	175,408.83	
Delinquent Real Estate Taxes	287,928.48	
EIT	4,574,116.59	
Facility Use Fees	17,700.96	
Interest Earnings	54,162.60	
Local Collectors	190,243,238.33	
Transfer Tax	695,797.70	
Miscellaneous	359,111.01	
Total Local General Funds Receipts	**196,407,464.50**	
State General Fund Receipts		
Basic Ed. Subsidy	3,291,926.35	
PCCD Grant	142,179.73	
Social Security Subsidy	2,574,146.62	
Property Tax Relief	5,075,914.00	
Transportation Subsidy-SD	287,813.00	
Total State General Fund Receipts	**11,371,979.70**	
Federal General Fund Receipts		
IDEA	328,795.43	
Total Federal General Fund Receipts	**328,795.43**	
Other Receipts		
Offsets to Expenditures	123,568.15	
Total Other Receipts	**123,568.15**	
Total Receipts		**$208,231,807.78**
Total Beginning Cash Balance and Receipts(carried to next page)		**$241,062,034.66**

The Central Bucks School District
General Fund
Treasurer's Report Continued
8/31/2026

Total Beginning Cash Balance and Receipts(from previous page)				**$241,062,034.66**
Disbursements				
* Checks (see detail below)			$4,784,033.53	
Electronic Payments:				
	403B/457PMT	149,770.99		
	Employee Payroll Taxes/WH	980,128.59		
	Employer Payroll Taxes	162,800.29		
	Health/Prescription Payments	7,026,494.42		
	Investments Placed	130,000,000.00		
	MBIT Payment	23,800.57		
	PSERS Retire	316,567.28		
	Transfer to Arbiter Pay	150,000.00		
	Budgeted transfer to Capital Reserve	5,925,000.00		
	Budgeted transfer to Technology Reserve	5,800,000.00		
	Budgeted transfer to Transportation Reserve	2,000,000.00		
Electronic Payments Total:			$152,534,562.14	
Transfer to Payroll			6,065,345.46	
Total Disbursements				**$163,383,941.13**
	Ending Cash Balance		**8/31/2026**	**$77,678,093.53**

* **Check Detail:** Check Registers provided for Board Approvals

8/3/2026	Check Run	Board approved 8/27/2026	$546,562.59
8/10/2026	Check Run	Board approved 8/27/2026	$1,305,669.87
8/13/2026	Check Run	Board approved 8/27/2026	$704.69
8/17/2026	Check Run	Board approved 9/24/2026	$665,388.06
8/24/2026	Check Run	Board approved 9/24/2026	$2,213,987.45
8/31/2026	Check Run	Board approved 9/24/2026	$726,299.27
			$0.00
Total Check Runs-			**$5,458,611.93**
Less Voided Checks			($1,461.11)
Check Disbursements			**$5,457,150.82**
Add Prior Month A/P Funded This Month			$2,527,166.92
Less This Month A/P To Be Funded Next Month			$3,200,284.21
Checks Funded This Month			**$4,784,033.53**

The Central Bucks School District
Food Service
Treasurer's Report Continued
8/31/2026

Beginning Cash Balance		**$2,005,594.87**
Receipts		
Interest Earnings	$4,462.02	
Student Lunch Account Deposits	$55,843.60	
Total Receipts		**$60,305.62**
* Checks (see detail below)	$172,878.09	
Total Disbursements		**$172,878.09**
Ending Cash Balance		**$1,893,022.40**

* **Check Detail:** Check Registers provided for Board Appovals

8/4/2026	Board Approved 8/27/2026	$72,525.16
8/11/2026	Board Approved 8/27/2026	$399.70
8/18/2026	Board Approved 8/27/2026	$104,460.63
8/25/2026	Board Approved 9/24/2026	$600.00
Total Check Runs		**$177,985.49**
Voided Checks		$0.00
January Check Disbursements		**$177,985.49**
Add Prior Month A/P Funded This Month		$9,841.62
Less This Month A/P To Be Funded Next Month		$14,949.02
Checks Funded This Month		**$172,878.09**

The Central Bucks School District
Capital Fund-Checking Account
Treasurer's Report Continued
8/31/2026

Beginning Cash Balance		**$2,994,085.85**
Receipts		
Interest Earnings	$5,876.50	
Transfers from Reserve Accounts	$7,855,740.81	
Total Receipts		$7,861,617.31
Disbursements		
* Checks (see detail below)	$4,262,341.61	
Total Disbursements		$4,262,341.61
Ending Cash Balance		**$6,593,361.55**

* **Check Detail:** Check Registers provided for Board Appovals

8/4/2026	Check run	Board approved 8/27/2026	$574,306.81
8/11/2026	Check run	Board approved 8/27/2026	$139,904.00
8/18/2026	Check run	Board approved 8/27/2026	$5,058,148.17
8/25/2026	Check run	Board approved 9/24/2026	$2,083,381.83
Total Check Runs			**$7,855,740.81**
Voided Checks			$0.00
Check Disbursements			**$7,855,740.81**
Add Prior Month A/P Funded This Month			1,882,866.51
Less This Month A/P To Be Funded Next Month			5,476,265.71
Checks Funded This Month			**$4,262,341.61**

Fund 1: General Fund

	Fund Balance 6/30/2025 Audited	Notes
Unassigned:	**$ 19,437,746**	
Assigned:		
Budgetary Reserve	$ 5,741,680	
Health Care Reserve	$ 5,408,830	
Tax Assessment Appeal Reserve	$ 1,369,230	
Capital Projects	$ 14,000,000	
Structural and Programmatic changes	$ 10,000,000	
Total Assigned:	**$ 36,519,740**	
TOTAL FUND BALANCE	**$ 55,957,486**	

Fund 3: Capital Fund

	Beginning Balance 7/1/2026	Transfers from General Fund	Transfers from Other Reserves	Interest/ Other Income	Expenditures	Balance 8/31/2026
Cafeteria Equipment Capital	$ 125,860			$ 478	$ -	$ 126,338
Bond Reserve	$ 20,649,306			$ 99,396	$ 6,329,740	$ 14,418,962
Technology Capital	$ 463,096	$ 5,800,000		$ 112,736	$ 1,389,974	$ 4,985,858
Transportation Capital	$ 3,292,097	$ 2,000,000		$ 13,604	$ 943,706	$ 4,361,995
Operations Capital	$ 14,867,211	$ 5,925,000		$ 82,139	$ 3,394,517	$ 17,479,833
Totals	**$ 39,397,570**	**$ 13,725,000**	**$ -**	**$ 308,354**	**$ 12,057,937**	**$ 41,372,986**

Fund 5: Food Service

	Fund Balance 6/30/2025 *Audited*
Unassigned:	**$ 2,246,650**

Central Bucks School District
Ratification of Investments for the Month of
September, 2026

Ratifying action is requested on the following investments which were made during the above timeframe.

General Fund- Liquid Investments

Investment funds that are accessible as needed on short notice

Account Type	Placement Date	Amount Placed	Rate	Daily Yield	Bank Name
MM Account	9/3/2026	$25,000,000.00	3.60%	$2,465.75	People Bank & Trust
	TOTALS	**$25,000,000.00**		**$2,465.75**	

Central Bucks School District
Investment Portfolio
General Fund- Bank Balances
8/31/2026

Purchase Date	Bank Name	Maturity Date		Rate of Interest	Principal Amount
GENERAL FUND BANK ACCOUNTS					
8/31/26	TD Bank	9/1/26	*	2.75%	77,678,094
8/31/26	PLGIT	9/1/26		3.49%	23,055
8/31/26	PSDLAF MAX Acct-Assessment Appeal Reserve	9/1/26		3.46%	1,832,807
8/31/26	PSDLAF MAX Acct-Healthcare	9/1/26		3.46%	5,611,654
8/31/26	PSDLAF MAX Acct	9/1/26		3.46%	966,352
		Total General Fund Bank Accounts			**86,111,961**
GENERAL FUND MONEY MARKET ACCOUNTS					
8/31/26	Citizens & Northern Bank	9/1/26		3.35%	21,615,625
8/31/26	Firstrust Bank	9/1/26		3.55%	21,811,321
8/31/26	Fulton Bank	9/1/26		0.40%	79,329
8/31/26	Peoples Security Bank and Trust	9/1/26		3.60%	26,626,168
8/31/26	PLGIT I-Class	9/1/26		3.58%	308,261
8/31/26	PSDLAF	9/1/26		3.55%	81,866
8/31/26	PSDLAF	9/1/26		3.50%	57,324
8/31/26	PSDLAF	9/1/26		3.64%	20,007,983
8/31/26	PSDLAF	9/1/26		3.59%	37,916
8/31/26	PSDLAF	9/1/26		3.64%	1,521,828
8/31/26	Quakertown National Bank	9/1/26		3.56%	125,846
8/31/26	Santander	9/1/26		3.40%	21,691,717
8/31/26	Univest Bank & Trust	9/1/26		3.82%	40,340,962
		Total General Fund Money Market Accounts			**154,306,145**
		Total General Fund			**$ 240,418,106**

*Reflects earnings credit rate net of fees

Central Bucks School District
Investment Portfolio
Capital Fund- Bank Balances
8/31/2026

Purchase Date	Bank Name	Maturity Date		Rate of Interest	Principal Amount
Fund 3 Checking Account					
8/31/26	TD Bank Fund 3 Checking Acct	9/1/26	*	2.75%	6,593,362
		Total Fund 3 Operations Account			**6,593,362**
Bond Series Account					
8/31/26	TD Bank -Bond Series	9/1/26		2.75%	14,418,962
		Total Bond Series			**14,418,962**
Capital Café Equip Reserve					
8/31/26	TD Bank Capital Proj- Bldg Cafeteria/Equip	9/1/26	*	2.75%	126,338
		Capital Café Equip Reserve			**126,338**
Technology Reserve					
8/31/26	TD Bank	9/1/26	*	2.75%	4,985,858
					4,985,858
		Total Technology Reserve			
Transportation Capital Reserve					
8/31/26	TD Bank	9/1/26	*	2.75%	4,361,995
		Total Transportation Reserve			**4,361,995**
Long Term Capital Reserve					
8/31/26	Citizens & Northern Bank	9/1/26		1.26%	106,812
8/31/26	Peoples Security Bank and Trust	9/1/26		3.60%	805,495
8/31/26	PSDLAF MAX Acct	9/1/26		3.46%	236,156
8/31/26	Quakertown National Bank	9/1/26		3.56%	6,584,061
8/31/26	Santander	9/1/26		3.30%	105,693
8/31/26	TD Bank	9/1/26		2.75%	4,462,188
8/31/26	Univest	9/1/26		3.82%	5,179,428
		Total Long Term Capital Reserve			**17,479,831**
				Total Capital Fund	**$ 47,966,346**

*Reflects earnings credit rate net of fees

Central Bucks School District
Investment Portfolio
Food Service Fund- Bank Balances
8/31/2026

Purchase Date	Bank Name	Maturity Date		Rate of Interest	Principal Amount
Fund 5 Operations Account					
8/31/26	TD Bank Fund 5 Operations Acct	9/1/26	*	2.75%	1,893,022
		Total Food Service Fund			**1,893,022**

Grand Total- All Funds	**$ 290,277,474**
Weighted Average Rate of Return	**3.26%**

*Reflects earnings credit rate net of fees

Central Bucks School District
Investment Portfolio
Summary Totals by Bank
8/31/2026

Bank Name		Principal Amount
Citizens & Northern Bank		21,722,436
Firstrust Bank		21,811,321
Fulton Bank		79,329
Peoples Security Bank and Trust		27,431,662
PLGIT		331,316
PSDLAF		30,353,885
Quakertown National Bank		6,709,907
Santander		21,797,410
TD Bank		114,519,818
Univest Bank & Trust		45,520,389
GRAND TOTAL	$	290,277,474

Bucks County
Intermediate Unit

705 N. Shady Retreat Rd.
Doylestown, PA 18901
Tel: 215-348-2940
www.BucksIU.org

HOMESTEAD/FARMSTEAD
DISTRICT AGREEMENT – 2026-2027

This Agreement is entered on **September 15, 2026** by and between the **BUCKS COUNTY INTERMEDIATE UNIT #22** located at 705 N. Shady Retreat Road, Doylestown, PA 18901, hereinafter referred to as the "Bucks IU" and **Central Bucks School District** located at 20 Welden Road, Doylestown, PA 18901, hereinafter referred to as "District".

The district shall pay to the Bucks IU the actual cost per parcel, plus postage, and any other costs associated with the cooperative organization, printing, advertising, and mailing of the Homestead Exclusion Notices in December 2026. The Bucks IU has coordinated with the Bucks County Assessment Office and a third party in order to fulfill district responsibilities under Act 1. Estimated per parcel costs are as follows:

Processing Fee per Parcel:	$0.428
Postage Fee per Parcel:	0.65
IU Coordination Fee	0.05
Total Cost per Parcel	$1.128

CENTRAL BUCKS SCHOOL DISTRICT

_____
Heather Reynolds, President
Board of School Directors

_____
(Signature in Blue Ink)

Date: _____

BUCKS COUNTY INTERMEDIATE UNIT #22

_____
John D'Angelo, President
Bucks IU Board of School Directors

Attest:

_____
Michele Ruggiero, Secretary
Bucks IU Board of School Directors

Date: _____

Kelly Pediatric Therapy™

Therapy Services Agreement

Central Bucks School District
20 Welden Drive
Doylestown, PA 18901

Kelly Pediatric Therapy™

Hello,

Thank you for collaborating with us for your therapy program! We are grateful that you are considering Kelly Pediatric Therapy to be your related services provider. Together, we hope to expand our collaborative reach and impact on students through proactive, inclusive practices.

We have expanded our services team to meet the needs of districts and programs with whom we work. In addition to expanding our recruiting and on-boarding team, we have also expanded our clinical support services team with the addition of our clinical experts in our Director of Behavioral Health and our Director of Related Services. These two roles will work in collaboration with our Clinical Directors and our providers to assure compliance and quality of service. They will in addition work with clinical directors and program directors to enhance and problem solve service-related issues, including ways to engage more providers, provide education supports and professional development training at the district and program level including the provider level.

Kelly Pediatric Therapy will continue to be transparent in our planning practices and work as a team member in partnership with the district and its programs to achieve the desired outcomes and meet the needs of the district and the children we serve.

We appreciate your shared enthusiasm for collaboration and look forward to future engagement with our respective teams. Enclosed please find our Therapy Services Agreement. Should you have questions about the contract and/or start-up process, or any of our offerings, please contact us at 610-941-7020. We look forward to working with you in the months ahead!

Cheryl L Haibach

Cheryl Haibach
VP Practice Leader
Kelly Pediatric Therapy

Therapy Services Agreement

Thank you for the opportunity to help serve the needs of the children of your District/Program, **Central Bucks School District**, (herein referred to as "District/Program"). Please review the following Service Agreement.

Background:

A. Kelly Pediatric Therapy ("KPT"), a division of Kelly Services, Inc. is engaged in the business of providing a range of pediatric therapy services to its own patients and to various other entities under contract with KPT. KPT fills these service needs by locating and providing Independent Contractors (not employees).

B. The District/Program has identified a need for school-based therapy services and desires to use KPT for the fulfillment of that need.

Now, therefore, in consideration of the mutual covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and intended to be legally bound, the parties agree as follows.

1. Service: Upon request, KPT will provide contracted therapists to the District/Program. These independent contracted therapists will render therapy services to the District/Program's caseload. Documentation will be maintained on each student and will be included in his/her formal records. Schools will be responsible for acquiring appropriate prescriptions for these services. To ensure compliance, the District/Program will provide KPT with an accurate list of all students currently receiving therapy services, including grade, location, date of birth and current service levels. Prior to the start of the school year, the District/Program will provide KPT with a bi-monthly, cumulative report that identifies the final placement and levels of services as recorded in new, incoming student records.

   Contracted therapists are to comply with the District/Program's requirements pertaining to IEP software and web-based Medical Access record-keeping. It will be the responsibility of contracted therapists to document time entries for the purpose of invoicing and task related record-keeping exclusively in KPT's web-based billing system. The District/Program will provide KPT's therapists access to each student record on its online IEP system, if such software is being utilized, not later than the first day therapists are required to report to school. KPT will require Independent Contractor to maintain complete confidentiality as defined and required by District/Program with respect to its students, their education files, academic records, tests, evaluations and any and all other information related to and/or obtained pursuant to this Agreement. In addition, KPT will require Independent Contractor to comply with all federal and state laws regarding the confidentiality of student records, including but not limited to the provisions of FERPA.

   Teletherapy services will be provided when authorized by the District/Program.

   If the District/Program is dissatisfied with the professional services of the independent contractor provided by KPT, upon receipt of written notice, KPT will

provide a replacement contractor satisfactory to the District/Program.

2. Insurance/Miscellaneous: Since KPT will be providing services as an independent contractor to the District/Program, our contracted therapists must not be placed in a position of supervising any of the employees of the District/Program. Contracted therapists will be invited to participate in any induction programs made available to staff and other contracted workers of the District/Program. Participation in induction program(s) by contracted therapists will not be billable time. All contracted therapists will have proof of licensure in the District/Program's state and carry liability insurance for malpractice. Independent Contractors' professional liability insurance coverage reflects a minimum of one million per incident or at such higher amount as it is required by law. KPT maintains professional liability insurance with limits of one million per each claim, three million aggregate. General liability policy is maintained at two million per occurrence, four million general aggregate. This information will be held on file at KPT and will be provided prior to KPT's commencement of services to the District/Program.

   KPT will obtain the following documents from Independent Contractors and provide true and correct copies to the District/Program prior to the commencement of services.

   - Mandatory state criminal background check
   - State-imposed criminal record screening
   - State-mandated criminal history verification
   - Compulsory state criminal background investigation
   - State-enforced criminal background assessment
   - Any additional District/Program required background checks
   - KPT required background checks

   District/Program has disclosed to KPT all screening requirements that District/Program would use for the Independent Contractor positions covered by this Agreement if the District/Program were utilizing such Independent Contractors directly.

   If during the time period of the Independent Contractor's assignment with the District/Program, the Independent Contractor has an arrest or conviction that is required to be reported by law the Independent Contractor, likewise, is contractually obligated to report the arrest or conviction in writing to KPT and the District/ Program within 72 hours. Failure to report an arrest or conviction will result in immediate termination of the Independent Contractor's Agreement.

   If the Independent Contractor violates any applicable law, such action may constitute a breach resulting in the District/Program's request that the Independent Contractor be immediately removed as a service provider and KPT shall promptly comply with the District/Program's request.

   KPT may assign this agreement without the written consent of the District. In such case the assigned party shall be liable to the District for KPT's obligations hereunder.

3. Non-Solicitation: The District/Program understands and agrees that it will not engage, employ or offer to engage/employ or enter any form of service relationship or independent contractor relationship, directly or indirectly, with any independent contractor provided by KPT to perform services for the District/Program until such independent contractor has been engaged to perform services for the District for a twelve (12) month engagement with KPT. In addition, District/Program agrees not to solicit, directly or indirectly, the services of independent contractor for the purpose of engaging such independent contractor to perform services on behalf of a competitor of KPT or any third party for at least twelve months after the termination of this Agreement.

4. Fee: Please see the following page for your customized hourly rates and fee structure. Please note that KPT has listed all disciplines and rates that are available to your District/Program. Signing this contract with all disciplines and rates does not mean the District/Program is committing to using all of KPT' services for the school year. All disciplines and rates are reserved and available should additional services be required. KPT is pleased to offer you the following rate schedule. Rates listed are hourly rates, unless otherwise specified. Upon approval of these rates for this multi-year option, please authorize this contract to be in effect **September 21, 2026,** through **June 30, 2027,** by signing below.

Discipline	26-27 School Year
Behavior-BCBA	$99.00
Behavior-BCBA Special Rate	$114.00
BCaBA	$87.00
Behavior-LBSC	$79.00
Behavior-RBT	$60.00
Behavior Tech	$45.00

Upon prior written notice, KPT may adjust pricing:

(a) To reflect the impact of inflation upon our costs by an amount not to exceed the year over year change in the Consumer Price Index for the preceding twelve (12 months); or

(b) Where applicable, if any law, regulation and/or policy is enacted that is applicable to either KPT or District that requires an increase and/or additional compensation and/or benefits, KPT may change the pricing for the current school year(s) in this Agreement. The pricing in this Agreement shall be adjusted to reflect the actual cost increase to KPT reasonably calculated on a direct or pro rata basis; or

(c) For changes in sales, use or gross receipts taxes; or

(d) For changes in (a) the District's requirements (e.g., requisition, billing and invoicing processes; the introduction of third-party software systems and processes), (b) service levels, or (c) service delivery method; or

(e) If market conditions dictate that KPT must pay a higher wage in order to attract Independent Contractors.

5. Indemnification: Each Party shall at all times indemnify and save the other Party harmless against and from all losses, liability, expense, and other detriments of every nature and description to which the indemnified Party may be subjected by reason of any act or omission of the indemnifying Party of its subcontractors, consultants, agents, officers, directors, and employees where such loss, liability, expense or other detriment arises out of or in connection with the performance of the work, including, but not limited to, personal injury (including death) and loss or damage to District/Program property of the indemnified Party or others. This indemnity shall not extend to any claims, damages, losses, and expense which are due to act of gross negligence of the indemnified Party.

6. Term: This agreement for services shall remain in effect through the time that the District/Program designates with an (X) below. Notwithstanding the foregoing, either party may, upon delivery of not less than 60 days prior written notice to the other party, terminate this Agreement if the other party defaults in the performance of the contract which breach remains uncured for 30 days after written notice thereof. Upon such termination, all unpaid amounts shall be due and payable in full. In the absence of formal written notice of termination by either party or the absence of a renewal contract at the end of the contract period, this contract will remain in force for a period of up to three months after the term of the contract as long as KPT continues to provide the services outlined in this contract. If the terms of this agreement meet your program's approval, please have the appropriate authority execute the original. We ask that you return the fully executed original to KPT and retain a copy for your records.

   KPT is offering the outlined rate schedule with additional renewal options which ensure modest, fixed rate increases for subsequent school years. Please signify the desired term(s) with an X on the line provided.

   ☐ 2026-2027 School Year

   IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto affix their signatures below.

Cheryl L Hartzel	9/15/2026
Kelly Services, Inc.	Date
Central Bucks School District	Date

Bucks County
Intermediate Unit

Memorandum of Understanding (MOU) between

Bucks County Intermediate Unit #22 and Central Bucks School District

This Memorandum of Understanding (MOU) is entered on **September 15, 2026** by and between the **Bucks County Intermediate Unit #22**, 705 N. Shady Retreat Road, Doylestown, PA 18901, hereinafter referred to as the "Bucks IU" and **Central Bucks School District** located at 20 Welden Dr, Doylestown, PA 18901 hereinafter referred to as the "School Entity".

WHEREAS, the Bucks IU has been awarded a Pennsylvania Department of Education Job Training and Education Programs Grant to provide funding for the Chief Science Officers (CSO) Program. Bucks IU serves as the fiscal agent and program coordinator for this grant. Funding is accountability-based and contingent upon fulfillment of program requirements.

AND, WHEREAS, the CSO Program is an international program that aims to elevate student voice through leadership opportunities with a focus on science, technology, engineering, and mathematics (STEM). CSOs are students in grades 6 to 12 who serve as liaisons for STEM and innovation in their schools and community.

NOW, THEREFORE, the parties, intending to be legally bound, agree to the following terms.

1. The term of this MOU is September 1, 2026 through June 30, 2027.
2. Individual Entity Responsibilities:
    a. It is mutually agreed and understood that the Bucks IU is responsible for:
        i. Directly reimbursing the School Entity-designated CSO Advisor(s) through a separate agreement with the CSO Advisor(s) for a total amount of $3,000.
        ii. Funding student project mini-grants for an amount of $2,000. All expenditures must be pre-approved. If additional grant funds become available, the Bucks IU may advise the school entity of an additional amount not to exceed $2,000.
        iii. Purchasing student project mini-grant items wherever possible and requested.
        iv. Reimbursing pre-approved student project mini-grant expenditures upon receipt of invoices, copy of payment, and completion of the student project timeline.

v. Countywide coordination of CSO activities.
vi. Advisor guidance and coaching support.
vii. Developing and submitting an impact report that includes information about the School Entity project.

b. It is mutually agreed and understood that the School Entity is responsible for:
   i. Designating a teacher advisor or co-advisory team. The IU will serve as the fiscal agent and pay advisor stipends directly.
   ii. Designating at least one participating school and supporting execution of a school-level Program Participation Agreement (PPA).
   iii. Establishing or affiliating with a student club to broaden the CSO's reach within the school.
   iv. Ensuring advisors participate in all aspects of the CSO program (leadership training institute, advisor training, fall cabinet, spring cabinet, and end-of-year celebration).
   v. Hosting at least one STEM engagement event open to multiple grade levels within the school entity (e.g., elementary and middle, or middle and high), such as, STEM Night, tree planting, environmental or community engagement projects.
   vi. Completing required beginning-, mid-, and end-of-year reflections to document impact.
   vii. Requesting pre-approval for all student mini-grant expenditures. Pre-approved funds may be used for student project materials and supplies, transportation related to projects or events, and/or food and logistical costs for STEM engagement events.
   viii. Submitting invoices or itemized requests for pre-approved, eligible expenses (e.g., student project materials, transportation, food, or event logistics).
   ix. Complying with all applicable PDE grant terms and conditions.

c. It is mutually agreed and understood that the School Entity's designated teacher advisor or co-advisory team is responsible for:
   i. Attending required CSO advisor training
   ii. Participating with CSOs in:
      1. Leadership Training Institute
      2. Fall CSO Cabinet Meeting
      3. Spring CSO Cabinet Meeting
      4. End-of-year Celebration
   iii. Supporting student CSOs in designing and implementing a student-led STEM project
   iv. Facilitating or supporting an affiliated student club to ensure sustainability

v. Guiding students in collaborating with school staff and community partners
vi. Supporting planning and implementation of one STEM engagement event per year that is open to multiple grade levels within the school entity (e.g., elementary–middle or middle–high)
vii. Completing beginning-, mid-, and end-of-year reflections
viii. Assisting with submission of invoices or itemized requests for eligible expenses

d. The School Entity acknowledges that failure to complete the above requirements by the School Entity or by the School Entity's designated teacher advisor or co-advisory team will result in non-disbursement of funds for the School Entity and the teacher advisor or co-advisory team.

3. The School Entity agrees that participation data, reflections, and outcomes may be aggregated by the Bucks IU for reporting to PDE and for inclusion in a countywide impact report. No personally identifiable student information will be publicly disclosed.
4. School Entity agrees to indemnify and hold harmless the Bucks IU, its Directors, officers, agents, workers, servants, contractors, subcontractors or employees from any and all claims, demands, causes of action, suits, damages, costs, expenses, including attorneys' fees, which arise directly or indirectly, in whole or in part, as a result of any willful or negligent act or omission of the Bucks IU.
5. Bucks IU shall not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex, gender or handicap/disability in performing the duties and/or services required by this Agreement.
6. School Entity acknowledges and agrees that Bucks IU has developed writings, drawings, designs and other works of authorship that Bucks IU may use in the course of performance of this Agreement. School Entity agrees that all such materials developed by and/or used by Bucks IU are not works for hire and that Bucks IU is the sole and exclusive owner of all such materials and any copyrights therein.
7. Any change in this Agreement may be accomplished only by a written amendment executed by both School Entity and Bucks IU.
8. This Agreement may be terminated upon 90 days written notice by either party. If the Agreement is terminated, the School Entity understands that it will not be partially reimbursed for any costs incurred for student project mini-grants.
9. Neither the Bucks IU nor School Entity may assign or transfer any interest in this Agreement without prior written consent of both parties.
10. Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served by either by personal delivery or certified mail to the following persons and at the following addresses:

Bucks County Intermediate Unit #22
Attn: Rachel Holler, Ed.D.
705 N. Shady Retreat Road
Doylestown, PA 18901

Central Bucks School District
Attn: Dr. Joanna Wexler, Superintendent
20 Welden Dr
Doylestown, PA 18901

11. This Agreement includes the terms and conditions set forth in this document. This Agreement constitutes the entire understanding and agreement between the parties.

(Signatures on a separate page)

THIS AGREEMENT is signed below by the duly authorized representatives of the parties:

Central Bucks School District

Approved By:

Heather Reynolds, President
Central Bucks School District
Board of School Directors

Attest:

Stephanie Radcliffe, Secretary
Central Bucks School District
Board of School Directors

(Date)

Bucks County Intermediate Unit #22

Approved By:

John D'Angelo, President

Bucks IU Board of School Directors

Attest:

Michele Ruggiero, Secretary

Bucks IU Board of School Directors

(Date)

CENTRAL BUCKS SCHOOL DISTRICT
BUDGET VARIANCE FORECAST
2025-26
June 30, 2026

Budget Variance	2025-26					Actuals	
	Budget	Forecast	Variance + = Positive ( ) = Negative	Forecast vs. Budget	Forecast vs. Prior	2025-2026 Year to Date	2024-2025 Final
Total Revenue	**$ 421,125,867**	**$ 420,021,088**	**$ (1,104,778)**	**-0.3%**	**4.5%**	**$ 419,837,088**	**$ 402,097,433**
Local Revenue	325,450,237	326,602,967	1,152,730	0.4%	5.2%	326,418,967	310,340,212
State Revenue	91,644,595	90,147,306	(1,497,289)	-1.6%	3.0%	90,147,306	87,524,869
Federal Revenue	3,281,035	3,122,795	(158,240)	-4.8%	-7.1%	3,122,796	3,363,222
Other Revenue	750,000	148,020	(601,980)			148,020	869,130
Total Expenditures	**432,742,335**	**431,979,840**	**762,495**	**-0.2%**	**5.4%**	**431,979,840**	**409,911,200**
Payroll, FICA, Retirement	292,505,216	290,470,292	2,034,924	-0.7%	3.1%	290,470,292	281,648,738
Fringe Benefits	51,471,314	56,289,696	(4,818,382)	9.4%	16.5%	56,289,696	48,333,545
Other Expenditures	88,765,804	85,219,851	3,545,953	-4.0%	6.6%	85,219,851	79,928,916
Budget Variance	**$ (11,616,469)**	**$ (11,958,752)**				**$ (12,142,752)**	**$ (7,813,767)**

as of September 22, 2026

CENTRAL BUCKS SCHOOL DISTRICT
REVENUE FORECAST
2025-26
6/30/2026

Revenues	2025-26 Budget	2025-26 Forecast	Variance + = Positive ( ) = Negative	Forecast vs. Budget	Forecast vs. Prior	Actuals 2025-2026 Year to Date	Actuals 2024-2025 Final
Current Real Estate Taxes	$ 266,174,737	$ 264,521,730	$ (1,653,007)	-0.6%	6.0%	$ 265,334,823	$249,614,375
Current Earned Income Taxes	34,000,000	34,700,255	700,255	2.1%	2.2%	34,700,255	33,960,447
Real Estate Transfer Taxes	5,500,000	7,051,644	1,551,644	28.2%	19.6%	7,051,644	5,894,314
Interim Real Estate Taxes	1,100,000	1,107,669	7,669	0.7%	19.9%	110,576	923,669
Delinquent Real Estate Taxes	2,400,000	3,284,348	884,348	36.8%	22.4%	3,284,348	2,683,563
Delinquent Earned Income Taxes	2,000,000	1,843,410	(156,590)	-7.8%	-7.3%	1,843,410	1,988,725
Interest Earnings	7,350,000	5,727,128	(1,622,872)	-22.1%	-23.7%	5,727,128	7,508,110
Revenue from Community School	3,360,000	3,504,926	144,926	4.3%	4.0%	3,504,926	3,370,974
Other Local Revenue	3,565,500	4,861,857	1,296,357	36.4%	10.6%	4,861,857	4,396,034
Local Revenue	**325,450,237**	**326,602,967**	**1,152,730**	**0.4%**	**5.2%**	**326,418,967**	**310,340,212**
% of Total Revenue	*77%*	*78%*					
Basic Education Subsidy	23,940,063	24,006,123	66,060	0.3%	1.1%	24,006,123	23,744,104
Special Education Subsidy	8,022,102	8,146,861	124,759	1.6%	0.5%	8,146,861	8,109,665
Transportation Subsidy	3,377,355	3,342,826	(34,529)	-1.0%	0.6%	3,342,826	3,323,065
Rental Sinking Funds	300,000	258,681	(41,319)	-13.8%	-27.9%	258,681	358,934
Property Tax Relief	10,140,251	10,140,251	-	0.0%	11.0%	10,140,251	9,137,683
Social Security Reimbursement	8,246,025	7,454,359	(791,666)	-9.6%	3.0%	7,454,359	7,234,023
Retirement Reimbursement	35,104,756	34,635,926	(468,830)	-1.3%	3.4%	34,635,926	33,481,670
Other State Revenue	2,514,043	2,162,280	(351,763)	-14.0%	1.2%	2,162,280	2,135,725
State Revenue	**91,644,595**	**90,147,306**	**(1,497,289)**	**-1.6%**	**3.0%**	**90,147,306**	**87,524,869**
% of Total Revenue	*22%*	*21%*					
ARP Set-Aside	-	-	-	n/a	-100.0%	0	17,011
ESSER II	-	-	-	n/a	n/a	-	
ESSER III	-	-	-	n/a	-100.0%	-	492,443
PCCD SS/MH	-	-	-	n/a	n/a	-	-
Other Federal Revenue	3,281,035	3,122,795	(158,240)	-4.8%	9.4%	3,122,795	2,853,767
Federal Revenue	**3,281,035**	**3,122,795**	**(158,240)**	**-4.8%**	**-7.1%**	**3,122,796**	**3,363,221**
% of Total Revenue	*1%*	*1%*					
Other Revenue	**750,000**	**148,020**	**(601,980)**	-80.3%	-83.0%	**148,020**	**869,130**
Total Revenue	**$ 421,125,867**	**$ 420,021,088**	**$ (1,104,778)**	**-0.3%**	**4.5%**	**$ 419,837,088**	**$402,097,433**

as of September 22, 2026

CENTRAL BUCKS SCHOOL DISTRICT
EXPENDITURE FORECAST
2025-26
June 30, 2026

Expenditures	2025-26					Actuals	
	Budget	Forecast	Variance + = Favorable ( ) = Unfavorable	Forecast vs. Budget	Forecast vs. Prior	2025-2026 Year to Date	2024-2025 Final
Payroll	$ 206,498,564	$ 206,502,131	(3,567)	0.0%	3.4%	$ 206,502,131	$ 199,747,636
FICA/Medicare	15,797,140	15,053,736	743,404	-4.7%	2.3%	15,053,736	14,718,638
Retirement	70,209,512	68,914,426	1,295,087	-1.8%	2.6%	68,914,426	67,182,464
Total Payroll, FICA, Retirement	**292,505,216**	**290,470,292**	**2,034,924**	**-0.7%**	**3.1%**	**290,470,292**	**281,648,738**
Healthcare	38,344,832	41,612,677	(3,267,844)	8.5%	24.3%	41,612,677	33,479,209
Prescription	10,349,316	12,159,151	(1,809,835)	17.5%	2.3%	12,159,151	11,884,148
Other Fringe Benefits	2,777,166	2,517,868	259,298	-9.3%	-15.2%	2,517,868	2,970,188
Total Fringe Benefits	**51,471,314**	**56,289,696**	**(4,818,382)**	**9.4%**	**16.5%**	**56,289,696**	**48,333,545**
1100 - Regular Programs	12,159,155	10,400,212	1,758,943	-14.5%	34.7%	10,400,212	7,723,591
1200 - Special Programs	11,420,940	11,641,939	(220,999)	1.9%	-3.8%	11,641,939	12,101,318
1300 - Vocational Programs	5,524,888	5,497,937	26,951	-0.5%	7.3%	5,497,937	5,124,841
1400 - Other Instructional Programs	894,849	769,815	125,035	-14.0%	18.6%	769,815	649,026
1500 - NonPublic School Programs	18,000	34,961	(16,961)	94.2%	5.2%	34,961	33,241
2100 - Pupil Personnel Services	453,925	350,409	103,517	-22.8%	-1.0%	350,409	353,954
2200 - Instructional Staff Services	2,301,245	1,075,835	1,225,410	-53.2%	-39.0%	1,075,835	1,763,001
2300 - Administrative Services	3,050,303	4,981,903	(1,931,600)	63.3%	37.6%	4,981,903	3,621,610
2400 - Pupil Health	109,652	89,033	20,619	-18.8%	-8.2%	89,033	97,021
2500 - Business Services	190,133	154,712	35,421	-18.6%	-42.8%	154,712	270,452
2600 - Operations and Maintenance	15,848,428	15,453,295	395,133	-2.5%	7.2%	15,453,295	14,411,877
2700 - Student Transportation	13,182,713	11,124,821	2,057,892	-15.6%	-2.1%	11,124,821	11,362,350
2800 - Central & Other Support	3,128,768	2,984,858	143,910	-4.6%	-5.9%	2,984,858	3,171,872
2900 - Other Support Services	232,245	231,802	443	-0.2%	1.0%	231,802	229,570
3200 - Student Activities	2,186,771	1,873,236	313,535	-14.3%	10.7%	1,873,236	1,692,705
3300 - Community Services	622,589	647,679	(25,090)	4.0%	0.5%	647,679	644,726
5100 - Debt Service	3,716,200	4,182,407	(466,207)	12.5%	117.0%	4,182,407	1,927,760
5200 - Interfund Transfers	13,725,000	13,725,000	-	0.0%	-6.9%	13,725,000	14,750,000
Total Other Expenditures	**88,765,804**	**85,219,851**	**3,545,953**	**-4.0%**	**6.6%**	**85,219,851**	**79,928,916**
Total Expenditures	**$ 432,742,335**	**$ 431,979,840**	**$ 762,495**	**-0.2%**	**5.4%**	**$ 431,979,840**	**$ 409,911,200**

as of 9/22/2026

Bergey's PURCHASE AGREEMENT

Brad Fox
Bergey's Buick GMC
446 Harleysville Pike
Souderton, PA 18964

Buyer	Co-Buyer	Vehicle
Central Bucks School District 20 Welden Dr Dovlestown PA 18901 W: (267) 893-4036 H: C: (267) 643-5823	W: H: C:	2026 GMC Sierra 2500HD VIN: 1GT3ULE79TF312800 Stock #: BSN4683 Mileage: 8 Color: Summit White

Trade Info

Year Make Model	VIN	Mileage	Trade Allowance	Payoff

Service Contracts

Name	Amount

Accessory Details

Name	Amount
Snow Plow	$7,850.00

Rebate Details

Name	Amount
Costars 025-E22-491	

Purchase Details

Retail Price:	$55,550.00
Discount:	
Selling Price:	$51,438.24
Rebate:	
Trade Allowance:	
Accessories:	$7,850.00
Service Contract:	
GAP Protection:	
Net Sale:	$59,288.24
Total Taxes:	$0.00
Doc, Tag and Title:	$0.00
Total Sales Price:	$59,288.24
Trade Payoff:	
Deposit:	
Amount Financed:	$59,288.24

X

Buyer's Signature

09/21/2026

Date

X

Manager's Signature

09/21/2026

Date

11:48 AM

Time

Disclaimer:

*all rates, terms and payments are subject to credit approval

Printed:

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

GMC

2026 SIERRA 2500 4WD REGULAR CAB PRO

EXTERIOR: SUMMIT WHITE
INTERIOR: JET BLACK

ENGINE: 6.6L V8, GASOLINE
TRANS:ALLISON 10-SPEED AUTO

Visit us at www.gmc.com

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS

- 3 YEAR / 36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR / 60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT

*WHICHEVER COMES FIRST
*SEE GMC.COM OR DEALER FOR TERMS, DETAILS & LIMITS

SAFETY & SECURITY

- FORWARD COLLISION ALERT
- FOLLOWING DISTANCE INDICATOR
- FRONT PEDESTRIAN BRAKING
- INTELLIBEAM
- LANE DEPARTURE WARNING
- BUCKLE TO DRIVE
- AUTOMATIC EMERGENCY BRAKING
- REAR VISION CAMERA
- TEEN DRIVER MODE

PERFORMANCE & MECHANICAL

- CRUISE CONTROL
- AUTO LOCKING REAR DIFF
- 2SPD ELECTRONIC TRANSFER CASE
- HEAVY-DUTY AIR CLEANER
- INDEPENDENT FRONT SUSPENSION
- MULTI-LEAF REAR SPRING SUSP
- STABILITRAK W/ TRAILER SWAY CONTROL & HILL START ASSIST
- TIRE PRESSURE MONITORING WITH TIRE FILL ALERT
- BRAKE PAD MONITORING
- TRAILER BRAKE CONTROLLER
- TRAILERING PACKAGE

CONNECTIVITY & TECHNOLOGY

- GMC INFOTAINMENT SYSTEM 7" DIAG. COLOR TOUCHSCREEN ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE: BLUETOOTH AUDIO STREAMING, WIRELESS APPLE CARPLAY AND ANDROID AUTO CAPABLE
- 8 YEARS ONSTAR BASICS

SEE ONSTAR.COM FOR TERMS

INTERIOR

- AIR CONDITIONING
- FRONT 40/20/40 BENCH SEATS WITH CENTER ARMREST STORAGE
- RUBBERIZED-VINYL FLOOR COVERING

EXTERIOR

- CORNERSTEP REAR BUMPER
- FRONT RECOVERY HOOKS
- CHROME FRONT & REAR BUMPERS
- HEADLAMPS, ANIMATED LED PROJECTORS

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE	**$49,800.00**

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

CONVENIENCE PACKAGE	700.00
• EZ LIFT POWER LOCK AND RELEASE TAILGATE	
• TINTED GLASS	
• LED CARGO BED LIGHTING	
• REAR-WINDOW DEFOGGER	
BLACK ASSIST STEPS (DEALER INSTALLED)	575.00
BEDLINER, SPRAY-ON	545.00
18" 8-SPOKE PAINTED STEEL WHEELS	300.00
SNOW PLOW PREP/ CAMPER PACKAGE	300.00
• ALTERNATOR, 220 AMPS	
• INCREASED FRONT GAWR	
• SKID PLATES	
• ROOF EMERGENCY LIGHT PROVISIONS W/PASS THROUGH	
120 VOLT POWER OUTLET	225.00
IN INSTRUMENT PANEL CARGO BED	
ALL TERRAIN TIRES	200.00
UPFITTER SWITCH KIT	150.00
INSTALLATION BY THE DEALER OR UPFITTER AT CUSTOMER EXPENSE	
TAILGATE ASSIST HANDLE	65.00
LED ROOF MARKER LAMPS	55.00
MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE	-160.00
REAR AXLE - 3.73 RATIO	INC.
GVWR, 10,650 LBS. (4831 KG)	INC.
TOTAL OPTIONS	$2,955.00
TOTAL VEHICLE & OPTIONS	$52,755.00
DESTINATION CHARGE	2,795.00
TOTAL VEHICLE PRICE*	**$55,550.00**

California Air Resources Board

Gasoline Vehicle

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings:**

Greenhouse Gas Rating (tailpipe only)

A+ — C- — D
Cleaner

Smog Rating (tailpipe only)

A+ — B — D
Cleaner

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

CALIFORNIA AIR RESOURCES BOARD

This label has been applied pursuant to Federal law – Do not remove prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

© 2009 General Motors LLC
GMLBL_PROD_0044 – 11/01/2025

Better drives start with OnStar*
Activate today
Learn more at onstar.com, or scan the QR code
onstar.com/privacy

ORDER NO FZVC4K SALES CODE E
SALES MODEL CODE TK20903
DEALER NO 10141
FINAL ASSEMBLY:
FLINT, MI U.S.A.

VIN 1GT3ULE79TF312800 REISSUE

DEALER TO WHOM DELIVERED
BERGEY'S BUICK GMC
446 HARLEYSVILLE PIKE
SOUDERTON, PA 18964-2190

Class of 1976 Gift

The Central Bucks High School West Class of 1976 would like to gift a bronze Buck statue as part of their 50th Golden year reunion to be placed near the Court St. Entrance of Central Bucks High School West. From the pillars to the clock tower, the Court St. entrance serves as the historical portion of the building. During graduation and other special events, the Court St. Entrance serves as a great location for photos to mark students time at Central Bucks High School West.

The Buck is the beloved mascot of Central Bucks High School West. It is deeply rooted in the many traditions of our school and community. As it is often said, once a "Buck" always "Buck." The Class of 1976 would like to dedicate/unveil the Buck on Saturday, November 21, 2026. In addition, the Class of 1976 would like to establish a scholarship for students that will be paid through their foundation. The committee had two goals in mind in selecting the gift:

1. Accessible to the community without having to gain access to the school.
2. Meaningful to past, current, and future students alike in building school spirit.

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

SERVICES AGREEMENT CHANGE ORDER NO. 10

Project No. 240063201

Date: August 20, 2026 revised
September 21, 2026

Project: Central Bucks East and Holicong Domestic Water Supply Feasibility

Client: Central Bucks School District

Gilmore & Associates, Inc. **Services Agreement Date: May 7, 2024**
Services Agreement Change Order for Professional Services
(The terms and conditions included in the original Services Agreement shall be considered a part of this Services Agreement Change Order.)

Nature of Change: Construction Administration:

- Construction Administration Services (ICEE per attached): $27,647.18
- Construction Administration Services: $75,000.00
  - Attend site pre-construction meeting with the Township and BCCD.
  - Review of shop drawings, product data, and samples for site work components.
  - Answer contractor requests for interpretation and coordinate and consult on field changes related to the site work. This allowance does not include the submission of field change documentation to the Township or any regulatory agency.
  - Coordination with general contractor as to provide quality control review of their as-built plan deliverable.
  - Construction phase consulting including attendance at construction phase job conferences with the project team (10 bi-weekly conferences included for civil engineer, 6 bi-monthly conferences for water resources engineer).
  - Assist in the review of Change Orders and Construction Change Directives for the Owner's approval (as necessary).
  - Prepare construction punch list upon substantial completion. This will coincide with critical stage site visit (new tree material installation inspection).
  - Preparation support documents for a PADEP Certificate of Construction, assist owner with equipment start-up (2 qty 4 hour sessions).
  - Prepare and file NPDES Notice of Termination, assist District Counsel w/ instrument recording.

The changes result in the following adjustment of Services Agreement price;

Services Agreement price prior to this Change Order	$	329,766.25
Increase resulting from this Change Order No. 10	$	102,647.18
Current Services Agreement price including this Change Order	$	432,413.43

Client's Authorized Representative:

Print & Date

Authorized Signature

Accounts Payable: ☐ **Check here if Accounts Payable information is the same as client**

(G&A's preferred method of billing is to transmit an electronic invoice in PDF format. However, if an email is not available please provide a billing address below.)

Name	Address
email	Address
Phone	City, State, Zip

Gilmore & Associates, Inc.'s Authorized Representative:

Print & Date	Authorized Signature

May 27, 2026

Gilmore & Associates
65 East Butler Ave
Suite 100
New Britain, PA 18901

Attention: **William Selders, P.E.**

Subject: **CBSD Holicong School Well and Treatment Building Project**
Proposal for Engineering Services for Bidding and Construction
***IC&EE, LLC* Proposal No: 101-034.42**

Dear Mr. Selders,

Thank you for asking *IC&EE, LLC* to provide you with a proposal for the engineering services associated with the bidding and construction phases of CBSD Holicong School Well and Treatment Building Project.

Our proposal includes the following scope of work.

Bidding Assistance

This work that we already completed included responding to questions by bidders, coordinating with team members, revising and delivering drawings and specifications for addenda.

Construction Phase Services

The scope includes attending a pre-construction conference. Shop drawing review is included. Requests for Information or Clarification will be reviewed and responses will be prepared. As part of coordination, we have included scope and fee for review of a reasonable number of change order requests. We have included a limited number of site visits during construction in our scope. We will review O&M manuals and prepare "as-built" drawings based on redline drawings from the Contractor.

Our proposed scope and fee for the work described above is shown on the table that follows.

Proposed Hours and Fee

Task	Hours	Fee
Bidding	50.25	$5,919.72
Construction	155	$19,214.08
Total	**193.50**	**$25,133.80**

Comments and Clarifications

This proposal is valid for 60 days from the date of the proposal.

Project Assumptions:
- Two review cycles are included for submittals.

- Submittal review to be completed within calendar year 2026. Construction to be completed within calendar year 2027.
- No permitting services included.

IC&EE does not warrant or guarantee approval by regulatory agencies. Review comments from agencies requiring redesign or additional analysis beyond the original scope shall be considered Additional Services.

Engineering services to obtain permits and easements are not included in our proposal.

Our estimate for shop drawing review includes an initial review and one additional review for each shop drawing submittal.

This proposal includes three site visits during construction (pre-construction meeting, construction progress inspection meeting and punch list site visit).

Our proposal excludes review of pay requests.

Services not specifically described herein are excluded.

IC&EE, LLC currently maintains the following types of insurance in the amounts indicated below:

Coverage	Limits
Commercial General Liability	$ 2,000,000 each occurrence $ 4,000,000 aggregate
Automobile Liability (Combined Single Limit)	$ 2,000,000
Worker's Compensation Coverage A	Statutory
Employer's Liability Coverage B	Bodily Injury by Accident: $1,000,000 each accident Bodily Injury by Disease: $1,000,000 policy limit Bodily Injury by Disease: $1,000,000 each employee
Professional Liability	$ 5,000,000 per claim $ 5,000,000 aggregate
Umbrella Liability	General Aggregate $10,000,000 Products-Completed Operations Aggregate: $10,000,000 Occurrence Limit: $10,000,000 Self-Insured Retention: $10,000

Terms and Conditions

The services described in this proposal are subject to the following terms and conditions unless otherwise agreed to in writing.

1. Standard of Care
   IC&EE shall perform its services consistent with the professional standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same locality. *IC&EE* does not warrant or guarantee the results of its services.

2. Limitation of Liability
To the fullest extent permitted by law, the total liability of *IC&EE* and its officers, employees, and consultants for any and all claims, losses, costs, damages, or expenses arising out of or related to the services provided under this proposal shall not exceed the total compensation received by *IC&EE* for the services giving rise to the claim.

3. Consequential Damages Waiver
Neither party shall be liable to the other for any consequential, incidental, indirect, or special damages including but not limited to loss of profits, loss of revenue, loss of use, loss of production, or project delay damages arising out of or relating to the services performed under this proposal.

4. Indemnification
To the extent permitted by law, *IC&EE* shall indemnify and hold harmless the Client from third-party claims for bodily injury or physical damage to tangible property, but only to the extent caused by the negligent acts, errors, or omissions of *IC&EE* in the performance of its services. *IC&EE* shall have no obligation to indemnify the Client for claims arising from the negligence, willful misconduct, or contractual obligations of others.

5. No Duty to Defend
IC&EE shall have no contractual duty to defend the Client or any third party. Any obligation to reimburse defense costs shall apply only to the extent of *IC&EE*'s negligence or breach of contract as determined by final adjudication or settlement.

6. Construction Means and Methods
IC&EE shall not be responsible for construction means, methods, techniques, sequences, procedures, or site safety programs, all of which remain the responsibility of the contractor or other parties performing the construction work.

7. Reliance on Information
IC&EE shall be entitled to rely upon the accuracy and completeness of information furnished by the Client, Owner, contractors, or others. *IC&EE* shall not be responsible for errors or omissions in information provided by others.

8. Third-Party Use
Documents and instruments of service prepared by *IC&EE* are intended solely for the specific project and client for which they were prepared. Any use or reuse by others without written authorization shall be at the sole risk of the user.

9. Payment Terms
Invoices are due within thirty (30) days of receipt. The Client agrees that *IC&EE* may suspend services upon seven (7) days written notice if payment of any undisputed invoice remains overdue.

10. Governing Law
This proposal and any agreement arising from it shall be governed by the laws of the state in which the project is located unless otherwise mutually agreed.

11. Waiver of Subrogation

Client agrees to waive subrogation rights and shall require the same waiver from contractors and insurers.

12. Dispute Resolution
Any dispute arising out of the agreement shall first be submitted to non-binding mediation prior to the initiation of litigation.

Acceptance of this proposal constitutes acceptance of these Standard Proposal Terms and Conditions unless modified by written agreement.

Thank you for providing us with the opportunity to provide you with this proposal. Please feel free to contact us should you have any questions.

Yours Truly,
IC&EE, LLC

Sai Santosh Somuri, P.E.

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

SERVICES AGREEMENT

Project No. 2601001

2027 Central Bucks School District Playground Improvement Projects

This Agreement is made on **October 01, 2026** by and between: **Central Bucks School District c/o Tom Hanna, PE (CLIENT)**, and **Gilmore & Associates, Inc., Attn: Christopher Green, RLA (ENGINEER)**. The parties agree as follows:

1. **Scope of Services: ENGINEER** agrees to provide the following Services:

Site 1: Bridge Valley Elementary School

1a. Site Survey:

- Field Survey to locate existing site features and obtain topographic information for existing playground areas
- Area to include three (3) existing playground areas and surrounding asphalt play and parking areas in rear of building. The enclosed kindergarten area will also be surveyed, totaling approximately 2.5 acres.
- Prepare CAD base plan

1b. Design Development:

- Anticipated scope is to remove and replace all existing playground equipment and to maintain the existing curbed playground areas and fencing
- Site meeting to review conditions and scope of improvements
- Prepare rendered concept plan depicting proposed play area improvements
- Coordinate with playground equipment sales representatives

1c. Design Plans/Construction Documentation

- Prepare:
  - Existing Features & Demolition Plan
  - Site Materials and Layout Plan
  - Site Grading & Erosion Control Plan
  - Construction Detail Plan(s)
- Prepare Technical Specifications for Site Improvements, Play Equipment and Safety Surfacing

1d. Bid Phase Services (4 hours included)

- Attend one (1) Pre-bid Meeting
- Provide clarification/addenda during bid phase as needed

1e. Construction Phase Services (12 hours included)

- Attend one (1) Pre-construction meeting
- Review project material submittals
- Attend construction/progress meetings

Site 2: Groveland Elementary School

2a. Site Survey:

- Field Survey to locate existing site features and obtain topographic information for existing kindergarten playground area
- Area to include Kindergarten area on northwest corner of building, approximately 5,000 square feet in size
- Prepare CAD base plan

2b. Design Development:

- Anticipated scope is to remove and replace all existing play equipment
- Site meeting to review conditions and scope of improvements
- Prepare rendered concept plan depicting proposed play area improvements
- Coordinate with playground equipment sales representatives

2c. Design Plans/Construction Documentation

- Prepare:
  - Existing Features & Demolition Plan
  - Site Materials and Layout Plan
  - Site Grading Plan
  - Construction Detail Plan(s)
- Prepare Technical Specifications for Site Improvements, Play Equipment and Safety Surfacing

2d. Bid Phase Services (4 hrs included)

- Attend one (1) Pre-bid Meeting
- Provide clarification/addenda during bid phase as needed

2e. Construction Phase Services (4 hours included)

- Attend one (1) Pre-construction meeting
- Review project material submittals
- Attend construction/progress meetings

Site 3: Jamison Elementary School

3a. Site Survey:

- Field Survey to locate existing site features and obtain topographic information for existing playground areas
- Area to include two (2) existing playground areas and surrounding asphalt play and parking areas to the side and rear of building, totaling approximately two (2) acres
- Detailed information on existing slide and transfer platform elevations will be obtained to evaluate slopes and elevations from an accessibility perspective
- Prepare CAD base plan

3b. Design Development:

- Anticipated scope is to remove and replace existing surfacing within playground areas and improve accessibility and drainage within existing playground areas. New equipment is not anticipated for this site
- Site meeting to review conditions and scope of improvements
- Prepare rendered concept plan depicting proposed play area improvements

3c. Design Plans/Construction Documentation

- Prepare:
  - Existing Features & Demolition Plan
  - Site Materials and Layout Plan
  - Site Grading & Erosion Control Plan
  - Construction Detail Plan(s)
- Prepare Technical Specifications for Site Improvements and Safety Surfacing

3d. Bid Phase Services (4 hrs included)

- Attend one (1) Pre-bid Meeting
- Provide clarification/addenda during bid phase as needed

3e. Construction Phase Services (8 hours included)

- Attend one (1) Pre-construction meeting
- Review project material submittals
- Attend construction/progress meetings

Exclusions:

- Subsurface Utility Investigation/Location
- Permit Application Fees/Permit Application Preparation
- Township Meetings/Township Coordination
- Construction Stakeout/As-Built Survey

2. **Compensation: CLIENT** agrees to pay **ENGINEER:**

   Fee based upon hourly rates of those individuals performing services. The Estimated Fee for services as outlined above is $**4,000 (Bridge Valley Elementary Playground Site Survey)**

   $19,810 (Bridge Valley Elementary Playground Site Design & Construction Documents)

   $3,280 (Bridge Valley Elementary Playground Bid & Construction Administration)

   $2,500 (Groveland Elementary Playground Site Survey)

   $9,770 (Groveland Elementary Playground Site Design & Construction Documents)

   $1,640 (Groveland Elementary Playground Bid & Construction Administration)

   $4,000 (Jamison Elementary Site Survey)

   $10,030 (Jamison Elementary Design Plans)

   $2,460 (Jamison Elemetary Bid & Construction Administration)

   Total Fee: $57,490 Clerical services, travel expenses, costs for plan and document reproduction, meetings, etc. shall be in addition to the fee. Client to pay all review/application fees to reviewing agencies. We require a $**0** retainer fee to be submitted along with the signed contract to be held and applied to the final invoice for the project.

   (The amounts set forth as the "Estimated Fee" for services performed shall constitute the Engineer's opinion of the effort required to complete the project as the Engineer understands it to be defined at the time of execution of this document. It is understood by Client that the actual fee for services performed may exceed the amount(s) set forth above as "Compensation." This fee is void if agreement is not signed by both parties within thirty (30) days from the date of this agreement.)

3. The Services shall be performed on the following schedule:

   Services outlined herein shall commence upon receipt of the executed Services Agreement by client and retainer fee if applicable.

4. This Agreement shall include the Gilmore & Associates, Inc. Standard Terms and Conditions that are attached to this document.

5. The individuals executing this Agreement below agree that they are authorized to enter into this Agreement on behalf of **CLIENT** and **ENGINEER**, respectively, and **CLIENT** and **ENGINEER** agree to be bound by the terms and conditions of this Agreement.

Client's Authorized Representative:

Print & Date	Authorized Signature

Accounts Payable: ☐ **Check here if Accounts Payable information is the same as client**

(G&A's preferred method of billing is to transmit an electronic invoice in PDF format. However, if an email is not available please provide a billing address below.)

Name	Address
Email	Address
Phone	City, State, Zip

Gilmore & Associates, Inc.'s Authorized Representative:

Print & Date	Authorized Signature

GILMORE & ASSOCIATES, INC. - STANDARD TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 The Engineer (throughout these Terms and Conditions, Engineer shall include Gilmore & Associates, Inc. and its subconsultants) agrees to provide only those professional services specifically and expressly set forth in the Scope of Services portion of this Agreement. Unless specifically set forth in the Scope of Services, Engineer shall not provide any construction phase services including, but not limited to, the construction phase observation of any contractor's work. Under no circumstances shall Engineer have control over, or be in charge of, nor be responsible for, construction means, methods, techniques, sequences or procedures in connection with the work or for the contractor(s)'s safety programs or procedures at the site.

1.2 In the event that the Engineer and Client have not executed this Agreement, the Client's authorization to Engineer to proceed with the performance of the services set forth herein shall constitute acceptance by the Client of these Terms and Conditions.

2. UNDERGROUND UTILITIES AND STRUCTURES

2.1 Client agrees to advise Engineer in writing of known or suspected utilities or other underground structures or features which could affect the services to be provided and shall provide all drawings in its possession which identify underground utilities, structures or features.

2.2 Client agrees to release Engineer from any liability to Client and to hold Engineer harmless in accordance with Paragraph 11.1 where subterranean utility lines and other underground structures or features which were not identified to Engineer as required by Paragraph 2.1 have been damaged.

3. RESTRICTIONS ON USE OF DOCUMENTS

3.1 It is understood and agreed that all drawings, sketches, specifications and other documents in any form, including CADD disks, prepared under this Agreement (collectively "Documents") are instruments of Engineer's services and, as such, are, and shall remain, the property of Engineer, whether the project for which they are intended is executed or not. Client shall, upon payment of all fees and reimbursable expenses due Engineer under this Agreement, be permitted to retain reproducible copies of the final versions of those Documents necessary for the execution of the Project ("Deliverables") for information and reference only in connection with the project for which the Documents were prepared. The Documents are prepared for use on this Project only and are not appropriate for use on any other project, for additions to this Project, for completion of this Project by others (unless Engineer is adjudged in default) or for any purpose other than as defined by the Scope of Services, except by agreement in writing with the appropriate compensation to Engineer. Any use of the Documents or the information or data contained therein, in violation of this subparagraph or any alteration or modification of such Documents or the information or data contained therein, without the express written consent of Engineer is expressly prohibited. Such prohibited use is at the sole risk of the user and Engineer is released from any liability for damages arising from such use.

3.2 Client agrees that any Documents in Client's possession shall not be used and shall be returned promptly to Engineer, if Client is in default under this Agreement. Client agrees that Engineer may obtain injunctive relief to enforce this subparagraph.

3A. **ACCEPTANCE, OWNERSHIP AND USE OF ELECTRONIC APPLICATIONS (This provision shall apply *only* to any GIS System included in Exhibit "A").**

3A.1 Ownership and Use - It is understood and agreed that any and all map graphics, databases, reports, drawings, computer files, field data, notes or other documents, whether in printed form or in machine readable format created or prepared by Engineer under this Agreement are instruments of Engineer's services and, as such, are, and shall remain, the property of Engineer. However, at the end of the acceptance periods defined in Subparagraphs 3A.2 or 3A.3 and the payment of all fees and expenses due under this Agreement, Client shall have an irrevocable, non-exclusive license to use those components of the electronic applications including the map graphics and databases described in Exhibit "A" ("Deliverables") which have been delivered by Engineer pursuant to Subparagraphs 3A.2 and/or 3A.3.

3A.2 Acceptance Period for Interim Components - Upon receipt of each component part of the electronic application and the map graphics and databases at Client's facility, Client shall have a period of fifteen (15) calendar days (unless otherwise noted in Exhibit A) to review and approve the component application including the map graphics and databases. Engineer shall correct any deficiencies brought to its attention by Client at the conclusion of that fifteen (15) calendar day period. Upon the correction of any such deficiencies, Engineer shall not be responsible for making any further changes, revisions or corrections to that component of the electronic applications including the map graphics and databases and is released from liability for any deficiencies contained therein.

3A.3 Acceptance Period for Final Delivery - Upon completion of the installation of all of the electronic applications and the map graphics and databases required by this Agreement at Client's facility, Client shall have a period of fifteen (15) calendar days (unless otherwise noted in Exhibit A) to review and approve the overall operation of the applications including the map graphics and databases. This final review and approval shall not include a re-review of the individual components reviewed and approved by Client pursuant to Subparagraph 3A.2. Engineer shall correct any deficiencies in the overall operation of the applications brought to its attention by Client at the conclusion of that fifteen (15) calendar day period. Upon the correction of any such deficiencies, Engineer shall not be responsible for making any further changes, revisions or corrections to any of the electronic applications including the map graphics and databases and is released from liability for any deficiencies contained therein.

3A.4 Modification of Deliverables - Any changes, modifications, deletions or additions made to the electronic applications including the map graphics and/or databases by Client or any consultants retained by it (other than Engineer) are made at Client's sole risk and Engineer shall not have any liability for, and the Client releases Engineer from any claims or damages resulting from, such changes, modifications, deletions or additions.

4. STANDARD OF CARE

4.1 In performing the services required by this Agreement, Engineer shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Engineer makes no expressed or implied warranty beyond its commitment to conform to this standard.

5. OBSERVATION SERVICES

5.1 If expressly required under the Scope of Services, Engineer shall visit the site at the intervals set forth in the Scope of Services to become generally familiar with the progress and quality of that portion of the work for which Engineer prepared the Deliverables to determine in general if such work is being performed in a manner indicating that such work when completed will be in accordance with the Deliverables. Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. On the basis of on-site observations as a design professional, Engineer shall keep client informed of the progress and quality of the work. Engineer's services do not include supervision or direction of the actual work of the contractor(s), their employees, agents or subcontractors. Client agrees to notify the contractor(s) accordingly. The contractor(s) shall also be informed by Client that neither the presence of Engineer's field representative nor the observation by the Engineer shall excuse the contractor(s) for defects or omissions in his work.

5.2 Under no circumstances shall Engineer have control over, or be in charge of, nor shall it be responsible for, construction means, methods, techniques, sequences or procedures in connection with the work or for the contractor(s)'s safety programs or procedures at the site. Engineer shall not be responsible for any contractor's schedules or failure to carry out the work in accordance with the Deliverables. Engineer shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the work.

5.3 It is further understood that the contractor(s) will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any observations at the site as set forth in Paragraph 5.1 by Engineer is not intended to include review of the adequacy of the contractor(s)'s safety measures at the construction site. The Engineer will not be held responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970 (including subsequent amendments), and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

6. TERMINATION, SUSPENSION

6.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms. This Agreement may be terminated by the Client upon at least seven (7) days written notice to Engineer in the event that the Project is permanently abandoned. In the event of any termination that is not the fault of Engineer, Engineer will be compensated for all services performed up to the time written notice of termination is actually received by Engineer, together with reimbursable expenses then due and reasonable Termination Expenses directly associated with the termination.

6.2 In the event of termination or suspension for more than three (3) months which occurs prior to completion of all services contemplated by the Agreement, the Engineer may complete such analyses and records as are necessary to complete his files and may also complete a report on the services performed up to the date of receipt of written notice of termination or suspension. Termination Expenses provided for above shall include all fees and costs incurred by Engineer in reporting, completed data, completing such analyses, records and reports.

7. INVOICES, PAYMENTS

7.1 Engineer will submit invoices to Client monthly and a final invoice upon completion of services.

7.2 Client shall promptly review Engineer's invoices. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to Engineer within seven (7) days of Client's receipt of invoice. Any research required by Engineer in order to respond to questions raised regarding invoices shall be billable to Client at Engineer's standard hourly rates, if such questions are not raised within such seven (7) day period.

7.3 Payment is due upon presentation of invoice and is past due fifteen (15) days from invoice date. Client agrees to pay a service charge of one and one-half (1 ½) percent per month (18% per annum) or fraction thereof on past due payments under this Agreement.

7.4 Timely payment to the Engineer in accordance with the Terms and Conditions of this Agreement is a material consideration of this Agreement. Therefore, the Client's failure to make payments in accordance with this Agreement shall constitute substantial nonperformance and a cause for termination by Engineer. If the Client fails to make payment when due Engineer for services and expenses, the Engineer may, at its option and without prejudice to its right to terminate as described above, upon seven days written notice to the Client, suspend performance under this Agreement. Unless payment in full is received by the Engineer within seven (7) days of the date of the notice, the suspension shall take effect without further notice. Suspensions for subsequent failures to pay invoices shall not require prior notice by the Engineer. In the event of a suspension of performance, the Engineer shall have no liability to the Client

for delay or damages caused the Client because of such suspension of performance. The Client shall hold harmless, indemnify, and defend the Engineer for claims that arise due to any suspension.

7.5 It is further agreed that in the event a lien or suit is filed to enforce payment under this agreement, the Engineer will be reimbursed by the Client for all court costs and reasonable attorney's fees in addition to accrued service charges.

7.6 Unless the compensation identified in this Agreement is specifically identified as a lump sum, the amounts set forth as the "Estimated Fee" shall constitute the Engineer's best estimate of the effort required to complete the project as the Engineer understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in direction, additional effort, or suspension of effort, which may alter the scope. The Engineer will inform the Client of such situation so that negotiations relating to a change in scope and an adjustment to the time of performance can be accomplished as required. If such change, additional effort, or suspension of effort results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any change order, an equitable adjustment shall be made and this Agreement modified accordingly.

8. ASSIGNS

8.1 Neither the Client nor the Engineer may delegate, assign, or sublet, or transfer his duties or interest (including any claims that arise here) in this Agreement without written consent of the other party. Such consent shall not be unreasonably withheld.

9. LIMITATIONS ON REMEDIES

9.1 The Client shall promptly (within 24 hours) report to Engineer any defects or suspected defects in Engineer's services of which Client becomes aware, so that Engineer may take measures to minimize the consequences of such defect. Client warrants that Client will impose a similar notification requirement on all contractors retained by Client and shall require all subcontracts at any level to contain a like requirement. Engineer shall be liable for correcting defects in its services caused by its negligence. However, the failure by Client, and the Client's contractors or subcontractors to notify Engineer of such defects in a timely fashion shall relieve Engineer of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

9.2 If, due to Engineer's negligent error, any required item or component of the Project is omitted from the Documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. Engineer shall only be liable to the extent such costs would have been avoided had engineer not been negligent. In no event, will Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project. Client's sole and exclusive remedy for such negligent omissions where no otherwise avoidable costs are incurred by Client is for Engineer to perform services necessary to correct omission without charge to Client; provided that where Engineer's fees or reimbursable expenses would have been higher had the omitted item or component been included prior to construction, Engineer shall be entitled to such increased fees and reimbursable expenses.

9.3 Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by Client or Engineer, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

9.4 Engineer's liability for any damages due to breach of contract, error, omission, professional negligence or any other theory of liability will be limited to an amount not to exceed three times the engineer's fees under this agreement. Such limitation shall apply to the aggregate of all claims that may be brought against engineer and its subconsultants. If the client prefers not to limit the engineer's professional liability to this sum, the engineer will waive this limitation upon the client's request provided that the client agrees to pay an additional consideration for this waiver.

9.5 It is understood that the Engineer shall not be held responsible for any errors or omissions on the part of contractor, including, but not limited to, the contractor's failure to adhere to the plans and specifications regardless of whether or not the Engineer is performing observational services. This provision shall be included in the contract between the Client and his contractor(s) for this project.

10. DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in question between the Engineer and the Client arising out of, or relating to, this Agreement or the breach thereof or the services rendered by Engineer ("Dispute"), shall be resolved as follows:

10.2 A written demand for non-binding mediation, which shall specify in detail the facts of the Dispute and the relief requested, shall be submitted, within a reasonable time after the basis for the Dispute has arisen, to the party against whom the claim is brought. If the Dispute cannot be resolved by the parties within ten (10) days, the demand shall be submitted to "ADR Options" or such mediation service as the parties shall otherwise agree to retain, for good faith non-binding mediation. The Mediator's fee shall be shared equally by the parties. The party initiating the Dispute shall be liable for any filing fee.

10.3 Any Dispute between the parties that is not fully resolved by mediation within 60 days of submission to the mediation service shall be decided by litigation in a court of competent jurisdiction.

10.4 In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

10.5 In the event that Client institutes suit against the Engineer because of any Dispute and if such suit is dropped or dismissed, or if the Engineer otherwise prevails, Client agrees to reimburse the Engineer, or pay directly, any and all costs and any and all other expenses of defense, immediately following dropping or dismissal of the case or immediately upon judgment being rendered on behalf of the Engineer.

10.6 The signatories to this Agreement, agree to be, and to remain at all times, and for all purposes, without regard for any business address they may now or hereafter assume, subject to the exclusive jurisdiction of the several Courts of Common Pleas of Bucks County, Pennsylvania for all causes of action, if any, which may arise under, or incident to, the application, breach, enforcement, interpretation, performance or nonperformance of this Agreement. This Agreement and the rights and obligations of the parties hereto shall be controlled by the laws of the Commonwealth of Pennsylvania.

11. INDEMNIFICATION

11.1 To the fullest extent permitted by law, Client shall indemnify and save harmless Engineer, their subsidiaries, affiliates, officers, employees and subconsultants or such other individuals or entities who may have assisted the Engineer in the rendering of its services in connection with the Project (along with each of their shareholders, directors, officers, partners and employees) from and against any and all manner of demands, claims, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and any other defense costs arising out of any negligent conduct or breach of any provision of this Agreement by Client or any individual or entity for whose acts Client is responsible.

12. ENVIRONMENTAL

12.1 Where the scope of basic services includes storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such services proposed or performed by G & A are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical work is to be constructed and maintained by the Client's contractor or others and that G & A has no control over the ultimate effectiveness of any such work or procedures. Except to the extent that there were errors or omissions in the services provided by G & A, Client agrees to indemnify and hold G & A harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

13. WARRANTY OF AUTHORITY TO SIGN

13.1 The person signing this contract warrants they have authority to sign as, or on behalf of, the Client for whom or for whose benefit that Engineer's services are rendered. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract and that in any action against him for breach of such warranty a reasonable attorney fee shall be included in any judgment rendered.

14. CHOICE OF LAW

14.1 This contract will be construed in accordance with the laws of the Commonwealth of Pennsylvania.

15. SEVERABILITY

15.1 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.

16. REFERENCES

16.1 Client agrees that Engineer has authority to utilize its name as a Client and general description of the project work or service performed as references to other Clients.

17. INTEGRATION

17.1 There are no understandings or agreements concerning this project except as expressly stated herein.

18. VALIDITY

18.1 It is understood that if this Agreement is not executed by Client or accepted as set forth in Paragraph 1.2 within thirty (30) days of the date of the Agreement, Engineer reserves the right to revise or withdraw this Agreement.

19. THIRD PARTY BENEFICIARIES

19.1 Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or the Engineer.

20. WAIVER OF SUBROGATION

20.1 Except to the extent that such waiver would invalidate the applicable insurance coverage, the Client and Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance. Client and Engineer each shall require similar waivers from their contractors, consultants and agents.

End of Terms and Conditions Revised: 04/08/15

October 1, 2026

Mr. Tom Hanna
Capital Projects Manager
Central Bucks School District
320 West Swamp Road
Doylestown, PA 18901

RE: Central Bucks High School East – Stadium Field Improvements – Contract Amendment No. 1
JMT Proposal No. 22-02654-004

Dear Mr. Hanna:

Johnson, Mirmiran & Thompson, Inc. (JMT) is submitting this contract amendment to provide design, engineering and construction administration services for the Stadium Field Improvements project at Central Bucks High School East. The additional scope of work includes the following:

- Additional project management and meeting time with School Administration to finalize the design of the project.
- Additional time to complete the construction documents, including technical specifications for bidding. This will include final selection of synthetic turf system and running track and field event surfacing system.
- Construction Administration time for coordination and installation of new synthetic turf field surface and track surface with selected contractor/vendor. JMT will review site-related shop drawings / submittals, address RFI during construction and issue responses as necessary, attend one (1) pre-construction meeting and up to four (4) job conferences/site visits during construction, and perform one (1) final punchlist inspection upon completion of construction.

We hereby request a contract amendment in the amount of $19,970.00 for services stated above. This amendment will supplement our existing contract with the School District.

Please indicate acceptance of this contract amendment 1 by signing below and return to my attention. All work and invoicing will be in accordance with our Standard Terms and Conditions attached to the original proposal.

By: _____ Date: _____

Name and Title: _____

We look forward to continuing to work with you on this project. If you have any questions or need further information, please do not hesitate to contact me at 717-562-5007 or mshrift@jmt.com.

Sincerely,

JOHNSON, MIRMIRAN & THOMPSON, INC.

Mark Shrift, PLA, ASLA
Associate Vice President

Neil Beach, PE
Vice President

MSS/mss

Trane U.S. Inc.
3606 Horizon Drive
King of Prussia, PA 19406
Phone: (610) 962-1650

Sept 16, 2026
CENTRAL BUCKS SCHOOL DISTRICT
OPERATIONS DEPARTMENT
DOYLESTOWN, PA 18901
Project Name:CBSD
Site Name:ADMIN BUILDING

PA COSTARS: 008-E22-847

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

Equipment List:

Equipment	Model Number	Serial Number
CBSD	Admin East Condensers	Na

Scope of Service:

LOTO
recover refrigerant in an EPA approved manner
disconnect all check valves on twinned condensers
provide deliver and install new check valves on both condensers
pressure test with nitrogen and pull system into a vacuum
charge unit with recovered refrigerant
turn system on and check for proper operation
LABOR: $25,570
MATERIALS: $9,317

Total Price: ..... $ 34,887.00

Clarifications

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours unless stated.
4. Travel time is not included unless stated.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,
Nathan Lasalvia
Trane Service Technician
Nathan.Lasalvia@trane.com

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 the 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.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

This proposal is valid 30 days from Sept 16, 2026. This agreement is subject to Customer's acceptance of the attached Trane USA Services Terms and Conditions.

©2026 Trane All rights reserved

TERMS AND CONDITIONS – QUOTED SERVICE

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

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions 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 services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

0. 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.

2. 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 Company's terms and conditions. If Customer's order is expressly conditioned upon the 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 provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. 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 rendered by Company to the date of cancellation.

3. 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 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.

4. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder 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.

5. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

6. Payment. Payment is due upon receipt of Company's invoice. 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. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

7. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

8. 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 as of the time Company performs the Services. Company is not liable for 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. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. 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. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

© 2025 Trane. All Rights Reserved.
Confidential and Proprietary Information of Trane

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) 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.

11. Exclusions. Unless expressly included in the Proposal, 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, operation, maintenance, repair, replacement or performance of work or services outside the Services;

(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) 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 a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminates or airborne biological agents; and

(e) Replacement of refrigerant is excluded,unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the 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 Services is warranted to have 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 improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited 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 Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment 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 the 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 REMIDIES, 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 USE OR 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. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND 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 ACKNOWLDGES AND AGREES THERETO**

13. 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 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.

14. 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), INCLUDING 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 NONPERFORMANCE 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 UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, 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 THE ENERGY AND BUILDING PERFORMANCE

© 2025 Trane. All Rights Reserved.
Confidential and Proprietary Information of Trane

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.

15. 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 (INCLUCING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, 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 of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract 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 its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be 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 ten (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 disputes; labor or material shortages; 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.

19. 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 the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by 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 Federal judicial bodies and boards of contract appeals of the 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. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions 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. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. 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.

20. 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.

21. U.S. Government Contracts.

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 / Purchase Order 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;

© 2025 Trane. All Rights Reserved.
Confidential and Proprietary Information of Trane

52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby 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 contractor's 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 this offer or 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.

1-10.48 (0225)
Supersedes 1-10.48 (1024)

© 2025 Trane. All Rights Reserved.
Confidential and Proprietary Information of Trane

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 the 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***

© 2025 Trane. All Rights Reserved.
Confidential and Proprietary Information of Trane

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
    a. Data backups; and
    b. 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

© 2025 Trane. All Rights Reserved.
Confidential and Proprietary Information of Trane

UPDATE ON CONSTRUCTION PROGRESS AND FINANCES

East, West, and South High Schools as well as Millcreek Elementary

October 8, 2026

CONSTRUCTION FINANCE UPDATE

Funding Sources	
General Fund Balance Reserved for Construction	$14,000,000
Fund 30 Capital Balance	$10,000,000
2025 Bond Fund	$45,000,000
	$69,000,000

	Overall Budget	Construction Contracts	Professional Contracts	Permits Insurance	Change Orders	Estimated Future Contracts	Current Project Contracts	Over / (Under) Budget
East	$ 14,146,072.00	$ 10,446,230.52	$ 862,939.00	$ 138,125.00	$ 74,446.84		$ 11,521,741.36	$ (2,624,330.64)
West	$ 16,479,244.00	$ 16,742,281.02	$ 1,192,029.00	$ 135,118.00	$124,161.80	$ 900,000.00	$ 18,193,589.82	$ 2,614,345.82
South	$ 31,215,281.00	$ 23,769,044.95	$ 2,088,817.00	$ 370,730.00	$ 69,570.00	$ 690,000.00	$ 26,298,161.95	$ (4,157,549.05)
Mill Creek	$ 9,000,000.00	$ 5,825,155.20	$ 618,961.00	$ 106,202.16	$ 32,758.17	$ 10,000.00	$ 6,583,076.53	$ (2,406,923.47)
	$ 70,840,597.00	$ 56,782,711.69	$ 4,762,746.00	$ 750,175.16	$300,936.81	$ 1,600,000.00	$ 62,596,569.66	**$ (6,574,457.34)**

Estimated Total **$69,000,000**

CONSTRUCTION SCHEDULES

Construction

- Minor Punchlist Items in Completion

Construction

- Moving into Ceramic and Art classrooms this week
- Working on Punchlist Item Completion

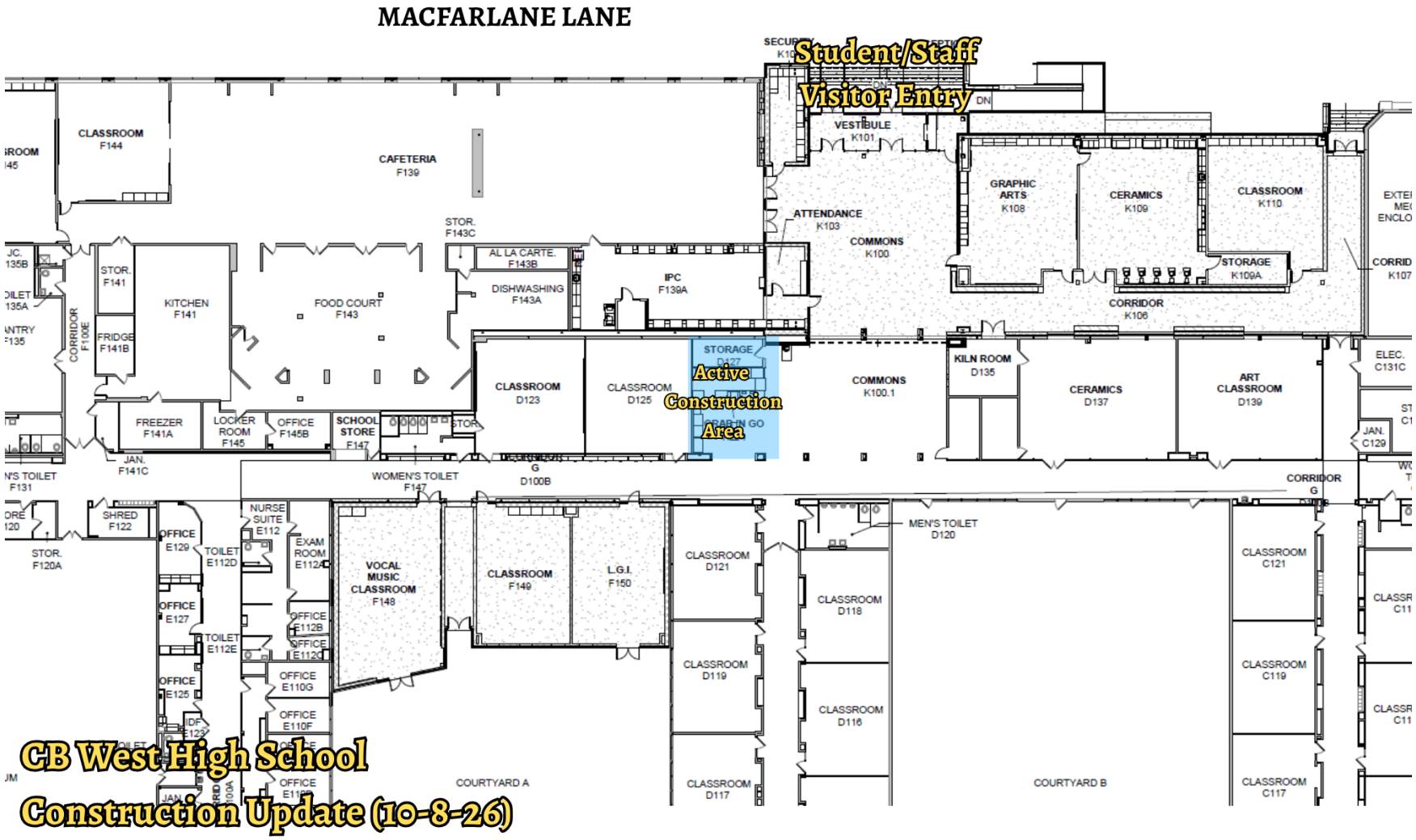
Construction

- Addition Completion 6/14/27
- Summer Interior Work 6/14/27-8/14/27
- Project Substantial Completion 8/14/27

Construction

- Project Complete

CB WEST


MACFARLANE LANE
Student/Staff
Visitor Entry
CLASSROOM F144
CAFETERIA F139
STOR. F143C
AL LA CARTE. F143B
DISHWASHING F143A
IPC F139A
VESTIBULE K101
ATTENDANCE K103
COMMONS K100
GRAPHIC ARTS K108
CERAMICS K109
CLASSROOM K110
STORAGE K109A
CORRIDOR K106
STOR. F141
KITCHEN F141
FRIDGE F141B
FOOD COURT F143
CORRIDOR F100E
FREEZER F141A
LOCKER ROOM F145
OFFICE F145B
SCHOOL STORE F147
JAN. F141C
WOMEN'S TOILET F147
CLASSROOM D123
CLASSROOM D125
STORAGE D127
Active Construction Area
COMMONS K100.1
KILN ROOM D135
CERAMICS D137
ART CLASSROOM D139
ELEC. C131C
JAN. C129
CORRIDOR G
SHRED F122
STOR. F120A
OFFICE E129
TOILET E112D
NURSE SUITE E112
EXAM ROOM E112A
OFFICE E127
TOILET E112E
OFFICE E112B
OFFICE E112C
OFFICE E125
OFFICE E110G
OFFICE E110F
VOCAL MUSIC CLASSROOM F148
CLASSROOM F149
L.G.I. F150
CLASSROOM D121
CLASSROOM D119
CLASSROOM D117
CLASSROOM D118
CLASSROOM D116
MEN'S TOILET D120
CLASSROOM C121
CLASSROOM C119
CLASSROOM C117
COURTYARD A
COURTYARD B
CB West High School
Construction Update (10-8-26)

PICTURES FROM WEST CONSTRUCTION

Capital Project Updates - Finance and Operations Committee - October 8, 2026

Active Construction

JN	Building	Project	Comments
000-2405	East/Holicong	Domestic Water Supply Well Feasibility Study	Phase 1 to be completed by 8/28. Remaining work ongoing through 26/27 SY. Substantial Completion 6/2027.
000-2502	Doyle/Linden/Butler	2026 Playground Renovations	Contract close out in progress.
000-2503	Butler/Linden	Elevator Modernization	Contract closed.
000-2504	Mill Creek	2026 Paving Project	Contract close out in progress.
000-2505	Kutz/Linden	2026 Envelope Repair/Replacement	Substantial Completion 8/21. Punch list in progress.
000-2506	Barclay/Pine Run/East	2026 Generator Replacement and CB East ATS Replacement	Pine Run generators in place. Startup scheduled for 10/7. Barclay generator received. Scheduling to install in October.
000-2601	Various schools	2026 Summer Flooring	Substantial Completion 8/21. Punch list in progress.
002-2401	Operations	Garage Hydraulic Lift Replacement	Lifts 1 and 2 complete. 3rd lift work underway.
021-2402	Mill Creek	8 Classroom Addition	Punch list in progress. Starting contract close out.
024-2501	Warwick	Sealant Replacement	Contract close out in progress.
031-2401	Holicong	Chiller Plant Replacement	Punch list in progress. Starting contract close out.
033-2601	Tamanend	Divide Room 106.	Punch list in progress. Starting contract close out.
041-2401	East	High School Realignment Addition and Renovation	Punch list in progress. Starting contract close out.
042-2401	South	High School Realignment Addition and Renovation	Phase 3 (Interior spaces) work substantially complete. Flooring and punch list in progress. Phase 4 work continuing through 6/2027.
042-2501	South	Pit Filler	Punch list in progress. Starting contract close out.
043-2401	West	High School Realignment Addition and Renovation	All classrooms and common areas completed for occupancy. Continuing with unfinished work in corridors. Partial punch list in progress.

Design and Bidding Phase

000-2605	Bridge Valley, Groveland, Jamison	2027 Playground Renovations	Professional design services proposal presented at October Committee Meeting for approval.
014-2605	Cold Spring	Elevator Modernization	Professional design services proposal presented at October Committee Meeting for approval.
022-2401	Pine Run	Chiller Plant Replacement	Professional design services approved. Consideration for DCED Grant Application.
035-2402	Unami	Cooling Tower Replacement	Design in progress. Consideration for DCED Grant Application.
041-2502	East	Stadium Turf Replacement	Consideration to resume the project. Updated professional design services proposal presented at October Committee Meeting for approval.
043-2406	West	West Court St. Parking Lot Reconstruction	Pausing design for summer 2027 installation
043-2601	West	Woodshop AHU Replacement	Design services approved. Consideration for DCED Grant Application.
054-2601	Transpotation Annex	Feasibility Study	Professional design services proposal presented at October Committee Meeting for approval.

The following is a list of First Student drivers/monitors for 26-27 Board approval.

Last Name	First Name	Position
Worthington	Jonathan	Driver
Perez	Christina	Driver
Walker	Bertha	Driver
Bloome	Nicole	Monitor
Rosario	Lisa	Driver
Daubert	Karen	Van/Monitor
Medina	Alberto	Driver
Piccirillo	Renee	Monitor
Alfin	Mohamad	Driver
Yannarell	Rocco	Monitor
Cowper	Madison	Driver

Central Bucks School District

Region:	Philadelphia, PA
Date Published:	5/6/2026
Valid Period:	Fiscal Year 2026
Contact:	ckoukios@ridezum.com, agutensohn@ridezum.com
Area of Service:	Greater Philadelphia area and direct vicinity within 50 miles

Yellow School Buses			
Charter Rates			
Vehicle Type	**# of Pax**	**Trip Rate** (4 Hour Min)	**Additional Hourly Rate** (Billed in Hrly incr)
Type C - Yellow Bus	48/72	$430.00	$90.00

Disclaimer:

Customer acknowledges and agrees to the following requirements with respect to the Transportation Services and associated vehicles provided by Zūm:

1.Customer is obligated to pre-pay for all trip(s) in order to secure the applicable Zūm vehicle(s). Credit card payments will be charged an additional 3% fee.

2. Rates are valid for all trips in October 2026 to September 2027

3.Trip rate is not a day rate and does not include additional hourly rates, which will be billed to Customer in addition when the applicable Zūm vehicle is in use longer than the minimum hours outlined in the applicable Pricing Sheet. All trips not meeting the minimum will be billed at the minimum rate set forth in the applicable Pricing Sheet.

4.Trip duration shall commence from sign-on to sign-off, which includes time driven from yard to yard, including pre- and post-inspection in every shift.

5.Passenger Counts: situations like the COVID-19 Pandemic might impose social distancing restrictions and limit the seating capacity as per the prevailing government or schools rules/guidelines.

6.The pricing set forth in the applicable Pricing Sheet is subject to change in the event of any special Customer requirements (which must be conveyed to Zūm in writing (email acceptable), such as TB testing, medical training, additional insurance requirements beyond Zūm's standard coverage, etc.

7.Customer is responsible for all parking fees and tolls. Such charges will be actual totals applied post-trip.

8.Any Customer cancellation with less than 48 hours' notice to Zūm will be charged in full. Any modifications made with less than 48 hours' notice will be rebooked with a premium fee as if it is a last minute booking (see below).

9.Customer shall incur a 20% premium on top of Zūm's standard pricing for last minute bookings (i. e., less than 48 hours before trip start time).

10.Customer shall be liable for all damages to the applicable Zūm vehicle sustained during the Transportation Services, including, but not limited to, all spills, rips, tears, and/or damage to any TV/stereo or other equipment.

11.For the safety of Customer's passengers, Customer must provide at least 1 chaperone per vehicle. The recommended passenger-to-chaperone ratio is 10~15 to 1.

12.Zūm is not responsible for any items lost on Zūm vehicles. If found, such lost items can be sent to Customers at Customer's sole cost and expense.

13. A cleaning fee of $75.00 may, in Zūm's discretion, be assessed to Customer should a Zūm vehicle be left in condition beyond what is normal and customary. Additional fees may be applied if biological cleanup is required.

14. With respect to Zūm's Yellow Buses, any trip over 60 miles total will incur a mileage charge of $1.50/mile for all miles traveled over 60 miles. This includes deadhead mileage traveled to and from the Zūm yard.

15.Overnight, mountain and trips over 100 miles in one direction will be quoted individually by Zūm.

16.No alcohol or recreational drugs may be brought onto or consumed on the vehicle. Individuals who appear to be intoxicated (in Zūm's reasonable opinion) may not be allowed to board the vehicle.

17. Zūm reserves the right to substitute the vehicle booked, provided that Zūm shall provide transportation for the number of passengers reserved for the trip.

18. The parties agree that the following constitutes "Confidential Information" that will not be disclosed by either party to any other party: (a) the terms of this Agreement; and (b) all non-public information disclosed by a party to the other party under this Agreement. Confidential Information does not include information that is independently developed by the receiving party, is rightfully given to the receiving party by a third party without confidentiality obligations or becomes public through no fault of the receiving party.

19. IN NO EVENT SHALL ZŪM BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS OF ZŪM OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, OR LOSS OR INACCURACY OF DATA OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. IN NO EVENT SHALL ZŪM' S TOTAL CUMULATIVE LIABILITY OF EACH AND EVERY KIND UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID TO ZŪM FOR SERVICES PERFORMED IN ACCORDANCE WITH THE APPLICABLE PRICING SHEET. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

20. The Parties agree that any dispute, claim or request for relief relating in any way to this Agreement will be resolved by binding arbitration, rather than in court, except that either party may seek equitable relief in court for breach of confidentiality obligations, infringement or other misuse of intellectual property rights. The parties agree to exclusive jurisdiction and venue of any such court action in the state courts in Santa Clara County or federal courts, Northern California District Court. The arbitration will follow California law and be conducted by JAMS in San Francisco, California, subject to JAMS's Streamlined Arbitration Rules available at http://www.jamsadr.com/rules-streamlined-arbitration. It shall be conducted by a single arbitrator, and the parties shall share the cost of the arbitration equally. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The award of the arbitrator is final and binding upon the parties. The arbitration will decide both the scope and enforceability of this arbitration provision and the rights and liabilities, if any, of the parties. THE PARTIES HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY and are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Agreement, except as specified above.

Client

Name: _____

Title: _____

Signature: _____

Date: _____