



PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Number: PP12955

Proposal Date: 9/24/2026

Attn: Jennifer Woolson

Ph: 315-963-3900

Email: clerk@newhavenny.com

RE: (BCU) Blower Coil Unit Replacement

Postler and Jaeckle Corp. is pleased to propose labor, material and supervision for the above referenced project per the scope of work below:

Scope of Work:

- Shut down and lock out unit.
- Recover refrigerant and disconnect the condensing unit.
- Isolate the hot water coil and disconnect.
- Disconnect the electrical and the ductwork on the BCU.
- Remove the existing BCU, Line-set, and condensing unit from the site.
- Set new BCU in place Field measure transition to new unit for fabrication.
- Set new condensing unit and run an new Line-Set between the BCU and the condenser.
- Put unit on Vacuum.
- Connect the heating coil on the BCU to existing zone.
- Install ductwork transitions and connect to system.
- Charge system with R454B and perform a start up on the DX cooling.
- Shut down DX and perform a operational test on the heating coil.
- Clean up all debris and materials from the install and dispose off site.
- Turn over to the customer with proper instruction and start up paperwork.

Exclusions:

- Premium time



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NOTES:

- *Proposal is guaranteed for 30 days.*
- *All work is to be performed during normal business hours, Monday through Friday between the hours of 7:30AM and 4:30PM. (Exceptions noted in Scope of Work seen above)*
- *Postler and Jaeckle Corporation standard terms and conditions apply*
- *Our price does not include per project aggregate insurance.*
- *Applicable taxes are not included. Order must include required tax certificates and is subject to credit approval.*
- *Our scope of work is to be included as part of any contract/PO which results from our proposal for this project*
- *Postler & Jaeckle Corp. shall not be required to identify, detect, encapsulate or remove asbestos, products of materials containing asbestos, or other similar hazardous material.*
- *As a condition of performance, payments are to be made upon completion of this work. Invoice payment must be made within ten (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto: and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.*



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BY AND BETWEEN:

Postler & Jaeckle Corp.
615 South Avenue
Rochester, New York 14620

AND

Town of New Haven
4279 State Route 104
New Haven, New York 13121

Services will be provided at: 4279 State Route 104 Town Offices

Project Investment: \$34,129.00, (Thirty four thousand One hundred and Twenty-nine dollars)

Thank you, for the opportunity to provide you with this Proposal. If you have any questions, concerns or require additional information, please feel free to contact me.

Sincerely,

POSTLER & JAECKLE CORP.

Derek A. Richards

Derek A. Richards

Service Sales

drichards@postler.com

Office: (315) 455-5587

Cell Phone: (315) 532-4873

Acceptance:

Postler and Jaeckle Corporation is authorized to proceed with the work as proposed. Please sign one copy and return to my attention.

CONTRACTOR:

Approved for Contractor:

George Woons (Signature)
Vice President, Service Division

Date: _____

CUSTOMER:

Authorized Representative (Print/Type)

Authorized Representative Title (Print/Type)

PO # (if required): _____ ☐ N/A

Date: _____



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TERMS AND CONDITIONS

1. Customer Shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for one (1) Year from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
3. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of work.
8. Contractor shall not be liable for any delay, loss, damage, or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control. Contractor will not be held responsible for the delays of equipment, materials, or scheduling deficiencies/delays or penalties due to mandated labor shutdowns and/or COVID restrictions. Due to the rising costs of materials, this quote is good for 15 days.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Contractor's obligation under this proposal and any subsequent contract does not include the indemnification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous material. In the event such substances, wastes and materials are encountered, Contractors sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes, or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
12. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.