



MAINTENANCE AGREEMENT for BUILDING ENVIRONMENTAL SYSTEMS

Proposal Number: PM04616 Proposal Date: December 21, 2021

BY AND BETWEEN:

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

AND

Elmira Heights Central School District
601 Sayre Street Extension
Horseheads, New York 14845

Hereinafter CONTRACTOR

Hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Thomas A Edison High School 2083 College Avenue Elmira, New York 14903	Cohen Elementary/Middle School 100 Robinwood Avenue Elmira, New York 14903
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SERVICES WILL BE PROVIDED FROM THE FOLLOWING P&J BRANCH*:

Albany Binghamton New Jersey Pennsylvania Rochester Southern Tier Syracuse

*Detailed branch information located on page 7

PREVENTIVE MAINTENANCE PROGRAM

BELTS:	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> NOT Included	<input type="checkbox"/> Not Applicable
FILTERS:	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> NOT Included	<input type="checkbox"/> Not Applicable

PREVENTIVE MAINTENANCE PROGRAM DESCRIPTION:

A Preventive Maintenance program provides many benefits: Properly maintained equipment runs more efficiently, which can lower the overall annual operating/repair costs, and may extend the life of the equipment, to name a few.

Our PREVENTIVE MAINTENANCE PROGRAM provides the customer with ongoing scheduled maintenance. The program will be initiated, scheduled, administered, monitored, and updated by Postler & Jaeckle Corp. The service activities will be directed and scheduled, on a regular basis, by our equipment maintenance scheduling program. Throughout this program, the Customer will receive service reports for all work performed.

TASKING (Based on Inventory of Equipment – unless otherwise noted in this proposal):

- ◇ A **“CUSTOMIZED”** TASKING SHEET WILL BE CREATED UPON ACCEPTANCE OF THIS PROPOSAL and UPDATED AS NEEDED.
- ◇ THIS WILL HAVE THE EQUIPMENT INFORMATION, ALONG WITH WHAT SERVICE WILL BE PERFORMED DURING EACH SCHEDULED VISIT.



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INVENTORY OF EQUIPMENT

QTY	SYSTEM COMPONENT(S)	MAKE	MODEL# SERIAL#	LOCATION	LOCATION SERVES
1	Roof Top Unit (P&J No. 001)	Aaon	RK50D3E033M1FDGH0 200201-AKGU33140	T.A. Edison Roof	
1	Roof Top Unit (P&J No. 002)	Aaon	RK163EO232YHDGAA0 200201-AKGM33133	T.A. Edison Roof	
1	Roof Top Unit (P&J No. 003)	Aaon	RK163EO232YHDGAAG 200201-AKGM33134	T.A. Edison Roof	
1	Air Handling Unit (P&J No. 004)	Jackson & Church	E8B-RT15C0IR63J5XA 0179-97-4	T.A. Edison Roof	Boy/Girl Locker Rooms
1	Air Handling Unit (P&J No. 005)	Jackson & Church	E8B-RT15C0IR63J5XA 0178-97-4	T.A. Edison Roof	Boy/Girl Locker Rooms
1	Roof Top Unit (P&J No. 006)	Trane	TFD301C40ACA 829100803D	T.A. Edison Roof	
1	Split System (P&J No. 007)	Quietside	QSCC241 10215 081381	T.A. Edison Roof	Computer Lab
1	Roof Top Unit (P&J No. 008)	York	J07ZJC00P4BZZ50001A N1M1417374	T.A. Edison Roof	High School Room
1	Make Up Air Unit (P&J No. 009)	AquaMatic	A1-I200-G10 74739	T.A. Edison Roof	
1	Roof Top Unit (P&J No. 010)	Trane	THC092A4R0A0VS7 828101125L	T.A. Edison	Kitchen
1	Roof Top Unit (P&J No. 011)	York	J07ZJC00P4BZZ50001A N1M1417375	T.A. Edison Roof	
1	Split System (P&J No. 025)	LG	LSU240HLV 609KANY00H83	T.A. Edison Roof	Server Room



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INVENTORY OF EQUIPMENT (Continued)

QTY	SYSTEM COMPONENT(S)	MAKE	MODEL# SERIAL#	LOCATION	LOCATION SERVES
1	Split System (P&J No. 013)	Trane	TTA036D400A0 21136BU4F	T.A. Edison Roof	Library
1	Split System (P&J No. 014)	Trane	TTA036D400A0 21136B94F	T.A. Edison Roof	Library
1	Split System (P&J No. 015)	Trane	TTA036D400A0 21136B94F	T.A. Edison Roof	Library
1	Split System (P&J No. 016)	Trane/ Amer Stan	2TTB3018A1000AA 7411N7P5F	T.A. Edison Roof	Classroom
1	Roof Top Unit (P&J No. 017)	Trane	YHC102A4RLA0YVC 828101078L	T.A. Edison Roof	Main Office
1	Roof Top Unit (P&J No. 018)	Trane	YHC043A4RLA0DNU 828100797L	T.A. Edison Roof	Nurses Office
1	Hot Water Boiler (P&J No. 019)	Patterson Kelley	N-2000-2 CL50-01-22898	T.A. Edison Mech. Room	
1	Hot Water Boiler (P&J No. 020)	Patterson Kelley	N-2000-2 CL50-01-22914	T.A. Edison Mech. Room	
1	Hot Water Boiler (P&J No. 021)	Patterson Kelley	N-2000-2 CL50-01-22917	T.A. Edison Mech. Room	
1	Split System (P&J No. 022)	EMI	SCC24DF0000AA0 1-02-D-3361-15	T.A. Edison Comp. Room	Computer Room
1	Split System (P&J No. 023)	EMI	SCC24DF0000AA0A 1-02-D-3362-15	T.A. Edison Comp. Room	Computer Room
1	Split System (P&J No. 024)	EMI	SCC24DF0000AA0A	T.A. Edison Comp. Room	Computer Room



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INVENTORY OF EQUIPMENT (Continued)

QTY	SYSTEM COMPONENT(S)	MAKE	MODEL# SERIAL#	LOCATION	LOCATION SERVES
1	Hot Water Boiler (P&J No. 026)	Patterson Kelly	N-2000-2 CL50-01-22919	T.A. Edison Mech. Room	
1	Air Handling Unit (P&J No. 001)	McQuay	BSCS AUX CS LSL106CH 36L01229-06	Cohen School Spare Room	
1	Air Handling Unit (P&J No. 002)	Trane	MCCA017UB0B000U K02C44763	Cohen School Boiler Room	
1	Air Handling Unit (P&J No. 003)	Trane	M-31 K136562	Cohen School Auditorium	Auditorium
1	A/C Condenser (P&J No. 004)	Trane	RAUCC20FBV03A0000 C02C02021	Cohen School Roof	Auditorium
1	A/C Condenser (P&J No. 005)	Trane	RAUCC20FBV03A000 C02C02021	Cohen School Roof	Auditorium
1	Split System (P&J No. 006)	Trane	2TTA0036A3000AA 228305F3F	Cohen School Roof	Library
1	Split System (P&J No. 007)	Trane	2TTA0036A3000AA 228318B3F	Cohen School Roof	Library
1	Make Up Air Unit (P&J No. 008)	Jackson & Church	E8B-RT25A6C01R43M 0181-97-4	Cohen School Lower Roof	Gymnasium
1	Make Up Air Unit (P&J No. 009)	Jackson & Church	E8B-RT25A6C01R43M 0180-97-4	Cohen School Lower Roof	Gymnasium
1	Split System (P&J No. 010)	Trane	4TTA3042A3000BA 9424SNB5F	Cohen School Roof	
1	Split System (P&J No. 011)	Mitsubishi	PUY-A42NHA3 04U00863C	Cohen School	



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INVENTORY OF EQUIPMENT (Continued)

QTY	SYSTEM COMPONENT(S)	MAKE	MODEL# SERIAL#	LOCATION	LOCATION SERVES
1	Split System (P&J No. 012)	Trane	CA5548VHD1 L9632 63199	Cohen School Roof	
1	Split System (P&J No. 013)	Mitsubishi	PUY-A42NHA3 04U00865C	Cohen School Roof	Computer Lab
1	Split System (P&J No. 014)	Trane	2TTA0036A3000AA 23067ES3F	Cohen School Roof	Computer Lab
1	Roof Top Unit (P&J No. 015)	Lennox	GCS16-261-50-5P 5696C03500	Cohen School Roof	Elementary Office
1	Hot Water Boiler (P&J No. 016)	Patterson Kelley	N-2000-2 CL50-01-22915	Cohen School Mech. Room	
1	Hot Water Boiler (P&J No. 017)	Patterson Kelley	N-2000-2 CL50-01-22916	Cohen School Mech. Room	
1	Hot Water Boiler (P&J No. 018)	Patterson Kelley	N-1900-2 CY29-07-031248	Cohen School Mech. Room	
1	Roof Top Unit (P&J No. 019)	Trane	YZD180 181010657D	Cohen School Roof	
1	Condenser (P&J No. 020)	Trane	RAUCC30EBV0BA00 C02C02019	Cohen School Ground	



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GENERAL & SPECIAL PROVISIONS/SERVICES:

- ◇ Postler & Jaeckle Corp. will provide necessary tools, material, equipment, labor and trucks required to perform routine maintenance work during normal business hours, 7:00 am- to 4:30 pm, Monday-Friday, except Holidays (unless special arrangements have been made as part of this proposal to perform this work after normal business hours).



Emergency service is available 24/7/365 by calling our toll-free number 800-724-4252 or by calling your local branch (you will be prompt to the after-hours service).

- ◇ Contract customers will receive priority response time for emergency service calls.
- ◇ Computerized maintenance tasking will be maintained for your location and will be available upon request.
- ◇ Our customer service representative will be in contact with you on a regular basis to ensure that all work is completed to your satisfaction and all of your questions are answered.
- ◇ Any component(s) found outside of the preventive maintenance scope, where repair or replacement of material is required, will be communicated to the Customer. Postler & Jaeckle Corp. will not commence any repair or replacement work without prior approval from the Customer.
- ◇ Preventive maintenance will be performed as follows:
 - A cooling startup will be performed annually on the equipment at each school between April/May.
 - A heating startup will be performed annually in September/October.The following tasking will be performed on the Patterson Kelley Boilers:
 - Lock out tag out power supply.
 - Disassemble boiler to remove and inspect burner.
 - Clean burner and heat exchanger as required.
 - Service flame rod and ignitor as required by factory annual maintenance.
 - Re-assemble boiler.
 - Check all electrical connections and control operation.Perform combustion test and adjust as required.

- ◇ Filters and belts will be supplied and changed by customer.



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POSTLER & JAECKLE CORP. OVERVIEW

- ◇ All work performed will be done in compliance with all OSHA and state regulations regarding safety. Our EMR Rating's for the past three (3) years (based on our July 1st anniversary date) are:
2020: .73 2019: .72 2018: .79
- ◇ We are proud of the several affiliations and associations we made over the years. For our company and our customers, these relationships are excellent sources of knowledge, expertise, and support. We are currently associated with the following groups: ACCA, AWS, MCAA, MSCA, PHCC, & SMACNA to name a few.
- ◇ Visit our website www.postlerandjaeckle.com to find out more about our company and the services we have to offer.
- ◇ Postler & Jaeckle Corp (P&J) started its business in Rochester, New York on June 30, 1964. We have expanded over the years and currently have offices at the following locations:

<u>*Rochester Office (Corporate)</u>	615 South Ave., Rochester, NY 14620
(P) 585-423-6200	(F) 585-423-6241 (E) rochservice@postler.com
<u>*Albany Office</u>	9 Krey Blvd., Rensselaer, NY 12144
(P) 518-459-0910	(F) 518-459-2622 (E) syrservice@postler.com
<u>*Binghamton Office</u>	1 Alice Ave., Endicott, NY 13760
(P) 607-757-0100	(F) 607-757-0300 (E) bingservice@postler.com
<u>*New Jersey Office</u>	436 W. Commodore Blvd., Jackson TWSP, NJ 08527
(P) 570-883-9563	(F) 570-883-9564 (E) paservice@postler.com
<u>*Pennsylvania Office</u>	503 Yatesville Rd., Pittston, PA 18640
(P) 570-883-9563	(F) 570-883-9564 (E) paservice@postler.com
<u>*Rochester Plumbing</u>	615 South Ave., Rochester, NY 14620
(P) 585-423-6200	(F) 585-423-6241 (E) rochplmbservice@postler.com
<u>*Southern Tier (Elmira) Office</u>	2000 Lake Rd., Elmira, NY 14903
(P) 607-739-8303	(F) 607-739-5823 (E) stservice@postler.com
<u>*Syracuse Office</u>	6766 Old Collamer Rd., East Syracuse, NY 13057
(P) 315-455-5587	(F) 315-455-6258 (E) syrservice@postler.com



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TERMS AND CONDITIONS

1. Customer Shall permit Contractor free and timely access to areas and equipment, as well as 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. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s), or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs. If the agreement is canceled at any time throughout the agreement term, all work performed during that term will be billed on a time and material basis.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. 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. Should this happen, all work performed that has not yet been paid for will be billed on a time and material basis.
7. 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.
8. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option cancel this Agreement or eliminates the involved item of equipment from inclusion on this Agreement.
10. 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.
11. 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.
12. 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.
13. 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.
14. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
15. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
16. 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.
17. 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.
18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.



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PRICING/TERM PROVISIONS:

- ◇ Agreement coverage will begin on July 1,2022. The agreement price will be **\$13,864.00 (Thirteen Thousand Eight Hundred Sixty-Four dollars and no cents)** per year, payable **\$6,932.00 semi-annually**, plus any applicable taxes. This Agreement's term will run from July 1, 2022 through June 30, 2023. This agreement is for a one (1) year period.
- ◇ Postler & Jaeckle Corp. reserves the right to adjust this agreement on an annual basis. Any increase will only reflect increases in our labor and material costs but will not exceed 5%; this includes the hourly rate.
- ◇ If this agreement is cancelled before its term, all work done to that time will be billed on a time and material basis.
- ◇ This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date 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. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

POSTLER & JAECKLE CORP.

Savannah Ottman

Sales Representative (Signature)

Print/Type Name Savannah Ottman

Approved:

George Woons(Signature)

Vice President, Service Division

Date: 12-21-21

CUSTOMER:

Authorized Representative (Signature)

Authorized Representative (Print/Type Name)

Authorized Representative Title (Print/Type)

PO # (if required): _____ N/A

Date: _____