



**CITY OF BROADVIEW HEIGHTS  
RESOLUTION NO. 2025-50**

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
BETWEEN THE CITY OF BROADVIEW HEIGHTS AND JACCO FOR COMPRESSOR  
REPAIRS FOR THE RECREATION CENTER IN THE CITY OF BROADVIEW HEIGHTS  
AND DECLARING AN EMERGENCY**

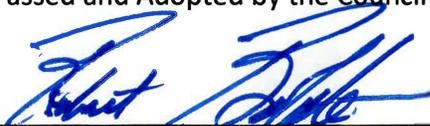
WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement between the City of Broadview Heights and Jacco for Compressor repairs for the Recreation Center in the City of Broadview Heights.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby and herein authorized to enter into an agreement between the City of Broadview Heights and Jacco for Compressor repairs for the Recreation Center in the City of Broadview Heights as delineated in Exhibit "A" attached hereto and made a part hereof as if fully rewritten.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed and Adopted by the Council on this 10<sup>th</sup> day of March, 2025

  
\_\_\_\_\_  
Robert Boldt, President of Council

  
\_\_\_\_\_  
Samuel J. Alai, Mayor

March 10, 2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Attest: Robin Parsons, Clerk of Council

March 10, 2025  
\_\_\_\_\_  
Date



# Quote

<b>Quote No</b>	<b>Quote Date</b>
361	3/6/2025

61 Milford Dr.  
Hudson, OH 44236  
**Phone:** (330) 463-0100

Customer	Work to be Performed at
Broadview Hts Rec Center 9543 Broadview Rd Broadview Hts, OH 44147  Dan Morabito Phone: (440) 364-0037 Cell: (440) 364-0037 Email: dmorabito@broadview-heights.org	Broadview Hts Rec Center 9543 Broadview Rd Broadview Hts, OH 44147

We Are Pleased To Provide Our Quotation For The Above Project As Follows:  
This Quotation Is Firm For Thirty Days Unless Otherwise Indicated.

This quote is for labor and materials to replace the tandem compressors on the Aeon unit M# RN-090-3-A-LB19-3N9 S# BVGG00870.

\*Crane provided by customer.

**Total Lot Net, Excluding All Taxes, FOB Factory, Full Freight Allowed: \$13,058.64**

Submitted By:

Jacco & Associates  
Beth Plazak  
Service Coordinator

**Note: If this quotation is acceptable, please sign below where indicated and return via email at bethp@jacco.com**

Accepted by: 

Purchase Order Number: \_\_\_\_\_ Date: 3/10/2025



## TERMS AND CONDITIONS OF SALE

1. **AGREEMENT AND ACCEPTANCE:** Jacco & Associates is a HVAC systems provider, temperature controls contractor, service & maintenance provider and parts distributor and is not bound to the general provisions of the plans and specifications of the buyer, in any way. Jacco & Associates sells its products and services only on the express condition that the buyer assents to the terms and conditions set forth herein.
2. **PRICE POLICY:** Quotation is valid for a period of 30 days. All prices exclude applicable taxes. Applicable escalation, if any, will be added after 30 days.
3. **PAYMENT TERMS:** Payment terms are either full payment prior to shipment with negotiated discount or NET 30 days from shipment. Terms of payment are subject at all times to the approval of Jacco & Associates and its supplier's credit departments. Jacco & Associates reserves the right, among other remedies to terminate or suspend further delivery or production, against an order in the event the buyer fails to pay for any portion of any order as per the agreement, when it becomes due. In the event of default in payment, or the buyer's financial condition becomes unsatisfactory to Jacco & Associates, Jacco & Associates may require alternate payment arrangements or satisfactory security for future deliveries or for goods already delivered. Purchaser agrees to pay all costs of collection incurred by the company including but not limited to administrative charges, collection agency fees, attorney fees, and court costs. All past due amounts shall bear interest at one and a half percent (1.5%) from the date of invoice.
4. **SHIPMENT:** All shipments shall be F.O.B shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Jacco & Associates does not guarantee a particular date of shipment or delivery. Buyer agrees to check material against shipping papers immediately upon unloading at destination. Claims for shortages and damage must be made to the seller immediately and confirmed in writing within ten working days. Any claims not so made are considered to have waived by the buyer.
5. **CLAIMS:** The responsibility of Jacco & Associates and their suppliers ceases upon delivery of products in good order to the carrier. Claims for factory shortages will not be considered unless made in writing to Jacco & Associates within ten (10) days of receipt of the goods. All goods are shipped at customer's risk. The buyer must make claims for damage, or shortage in transit, directly to the transportation company.
6. **DELIVERY DELAYS:** Jacco & Associates and its suppliers shall not be liable for any delays caused by riots, strikes, fires, floods, and lack of transportation, accidents or any other contingency beyond its control.
7. **DESIGN CHANGES:** As part of ongoing product improvement, Jacco & Associates and its suppliers reserve the right to change specifications and/or design without incurring obligation.
8. **CANCELLATIONS:** Accepted orders are not subject to cancellation without Jacco & Associates and its suppliers being reimbursed for any or all expenses.
9. **EQUIPMENT STARTUP:** Startup of any HVAC system provided by Jacco & Associates is solely for the purpose of owner occupancy. Startup for the purpose of temporary heating and/or cooling is inadvisable, and may void system warranties. If the HVAC system is to be provided for temporary heating or cooling, the installing contractor must obtain approval from Jacco, and daily maintenance must occur and be documented.
10. **LIMITED WARRANTY/LIABILITY:** Jacco & Associates and its suppliers warrant to the original purchaser that the products manufactured or supplied by them are free of defects in material and workmanship if installed as per the manuals, maintained and used under normal conditions with competent supervision. The liability of Jacco & Associates and its suppliers is limited to, repairing or replacing, F.O.B. point of manufacture, any part or parts under this warranty, which shall thus prove defective within one year after the installation or eighteen months from the date of shipment, whichever comes first. This information needs to be notified in writing to Jacco & Associates within 10 days of observing the defect. Warranty shall be valid, provided such part or parts are returned to the supplier's manufacturing location with transportation charges prepaid. The original purchaser is responsible for all transportation charges, incoming and outgoing as well as field labor to install the warranty part or parts. The term "original purchaser", as used in this warranty shall mean that person to whom the product was originally supplied.
11. **LIMITED WARRANTY/LIABILITY:** This warranty is expressly in lieu of all other warranties, expressed or implied, including all warranties of merchantability and fitness for a particular purpose or use and of all other obligations or liabilities of Jacco & Associates or its suppliers. Jacco & Associates and its suppliers neither assume nor authorize any other person to give or assume for them any other warranty of liability in connection with these products or services. Jacco & Associates and its suppliers make no other warranty whatsoever regarding parts not supplied by them nor motors, switches, controls or accessories; such items carry only the warranty issued by the manufacturer of such items.
12. **LIMITED WARRANTY/LIABILITY:** This warranty shall not apply to, and neither Jacco & Associates nor its suppliers shall be liable for, any part that is damaged by or subject to misuse, abuse, overload, misapplication, neglect, accident, improper installation, modification, adjustment, alteration or repair. Jacco & Associates and its suppliers shall not, in any event be liable for loss, damage or expense, directly or indirectly, arising from the use of said products or services nor from any other cause, nor for penalties.
13. **APPLICABLE LAW:** All sales contracts shall be construed according to the laws of the State of Ohio, USA. The terms and conditions stated herein constitute the full understanding between Jacco & Associates and the buyer, and no terms, conditions, understanding or agreement purporting to modify or vary these terms shall be binding unless hereafter made in writing by an official of Jacco & Associates and authorized representative of the buyer.
14. **TAXES:** Jacco can only collect sales tax for the State of Ohio. We either require a tax exemption certificate stating the reason for exemption or we will invoice for sales tax. All responsibility for any taxes due on shipments to out of state locations will rest with the customer.
15. **SUBCONTRACTS:** All subcontracts are to be governed by AIA Document A401-2007.

*Focused On The Engineered Environment*