

RESOLUTION APPROVING CONTRACT WITH HAVE FOR PREVENTATIVE MAINTENANCE INSPECTIONS, ASHTABULA COUNTY NURSING AND REHABILITATION CENTER

WHEREAS, Connie Eyman, Administrator for the Ashtabula County Nursing and Rehabilitation Center has presented a contract for the approval of the Board, to-wit:

Party: HAVE, 2101 Aetna Road, Ashtabula, OH 44004

Scope: Agreement includes two (2) major preventative maintenance inspections per year on the heating and air conditioning

Cost: \$8,580.00 per year

Term: Retroactive March 1, 2021 ending February 28, 2023; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the contract as noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-4ACNH

March 02, 2021

**RESOLUTION APPROVING CONTRACT WITH HAVE FOR PREVENTATIVE
MAINTENANCE INSPECTIONS, ASHTABULA COUNTY NURSING HOME**

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
Absent**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Crystal Sturgill, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio



SERVICE AGREEMENT

Submitted to:
Ashtabula County Nursing Home
5740 Dibble Road
Kingsville, OH 44048

Job Reference: 2021 HVAC Maintenance

PRICING AND ACCEPTANCE

HAVE Inc agrees to furnish services in accordance with the "General Terms and Conditions" and attached "Schedules". This agreement shall become valid only upon acceptance by ASCNH (Ashtabula County Nursing Home) by and through the Ashtabula County Board of Commissioners and approval by HAVE Inc.

EQUIPMENT TO BE SERVICED:
5740 Dibble Road
Kingsville, OH 44048
See Attached Equipment List

This agreement includes two major preventative maintenance inspections per year, effective from 03/01/2021 through 02/28/2023 and shall remain in effect for a three year period.

We hereby propose to furnish labor outlined in attached specifications for the sum of:

EIGHT THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$8,580.00) PER YEAR

Terms: Quarterly upon acceptance payments of \$2,145.00; past due balances are subject to a service charge of 1.5% per month (18% annually).

Submitted By: Tom Borowski

Date: February 9, 2021

HAVE Inc Approval:
Signature: [Signature]
Title: OPERATIONS MANAGER
Acceptance Date: 2/25/21

Customer Acceptance:
Signature: [Signature]
Title: PRESIDENT
Acceptance Date: 3-2-21

Please return original to HAVE Inc.
Retain copy for your records.

GENERAL TERMS AND CONDITIONS

1. **PRICE ADJUSTMENT:**

This agreement will automatically renew each year unless terminated by either party at the end of the contract period, by giving at least thirty (30) days written notice. A price adjustment may be required based on future prevailing conditions (labor and material index). The adjustment to the agreement price will be clearly indicated on the first invoice of the next term of the agreement. Ashtabula County may terminate this agreement for any reason with 30 days mailed written notice to the designated contract

2. **PAYMENT:**

Terms of this agreement are net payment upon receipt of invoice. HAVE Inc reserves the right to discontinue its service anytime payments have not been made as agreed. Taxes, if applicable, will be included in the billing.

3. **LIABILITY:**

HAVE Inc's responsibility for injury to persons or property shall be limited to injury caused directly by its negligence in performing operations under this agreement. **IN NO EVENT SHALL HAVE INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.** HAVE Inc will not be liable for repairs to any equipment damaged by reason of negligence, faulty systems design, misuse, abuse by others or caused by conditions beyond its reasonable control.

4. **CUSTOMER'S OBLIGATIONS:**

The customer shall:

- Operate the equipment in accordance with manufacturers recommended instructions.
- Promptly notify HAVE Inc of any unusual operating conditions.
- Provide access to the equipment including removal, replacement, or re-finishing of the building structure if necessary.
- Pay for any services and materials not specifically included in this agreement. Additional charges shall be made upon customer's authorization at prevailing rates.

5. **SUPPLEMENTAL CONDITIONS:**

Located on attached proposal

6. Filters provided by customer and replaced (4) times per year by HAVE Inc. Belts provided by HAVE Inc. and replaced (2) time per year by HAVE Inc.

7. Condenser coils cleaned once per year by HAVE Inc.

8. **ENTIRE AGREEMENT:**

This instrument embodies the entire agreement between the parties. Any modifications or amendments must be in writing and signed by both parties. This Agreement shall be subject to the laws of the state of Ohio. Any claim, controversy, action, cause of action, suit, or litigation between the parties shall be brought in the Court of Common Pleas of Ashtabula County. Ashtabula County may terminate this agreement for any reason with 30 days mailed written notice to the designated contract. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

Nothing herein shall be construed to create any relationship of employer and employee, agent and principal, partnership, or joint venture between the Parties. HAVE Inc. is an independent contractor. Neither Party shall assume, either directly or indirectly, any liability of or for the other Party. Neither Party shall have the authority to bind or obligate the other Party and neither Party shall represent that it has such authority.

This Agreement is made this 9th day of February 2021, between the Ashtabula County Nursing Home, by and through the Ashtabula County Board of Commissioners, 25 W. Jefferson St. Jefferson, OH 44047 and HAVE, Inc. 2101 Aetna Road Ashtabula, OH 44004 For purposes of this contract, the parties designate the following contact persons: Constance Eyman on behalf of the Commissioners 5740 Dibble Road Kingsville, OH 44048 / 440-224-2161 / ceyman@ashtabulacountynursing.com and Tom Borowske on behalf of HAVE 2101 Aetna Road Ashtabula, OH 44004 / 440-998-7252 / tborow@have-inc.com

COMPREHENSIVE PREVENTATIVE MAINTENANCE PROGRAM

The various services described below are provided as part of our Comprehensive Preventative Maintenance Program.

1. **ANNUAL MAINTENANCE** – Twice per year a thorough preventative maintenance schedule will be performed including the following:
 - A. Check unit thoroughly for refrigerant leaks
 - B. Check and calibrate safety controls and overloads
 - C. Meg test compressor motor and record readings
 - D. Check main starter, tighten all starter terminals and check contacts for wear
 - E. Check oil level in compressor (where applicable)
 - F. Tighten motor terminals and control panel terminals
 - G. Check crankcase heater
 - H. Check external interlocks
 - I. Check oil sample for acid (where applicable)
 - J. Lubricate fan bearings
 - K. Inspect and adjust belt alignment and tension
 - L. Check damper operation, lubricate and adjust as required
 - M. Gas heat option
 1. Check operation and calibration of gas train components
 2. Check burner sequence of operation
 3. Check combustion blower and clean if required
 4. Check combustion efficiency
 5. Inspect heat exchanger
 6. Check and calibrate operating controls
 - N. Report any uncorrected deficiencies noted
2. **WRITTEN REPORTS** -Provided to customer representative following each regular inspection or emergency
3. **ADDITIONS AND EXCEPTIONS** - Due to CFC taxes and EPA regulations regarding refrigerant use, charges for refrigerant and recovery will be billed at a fair market price at the time of use.

HOURLY RATES:

1st Yr. \$95.00 regular, \$142.50 overtime and \$190.00 service call charge for service not covered under agreement.

2nd Yr. \$97.00 regular, \$145.50 overtime and \$194.00 service call charge for service not covered under agreement.

3rd Yr. \$99.00 regular, \$148.50 overtime and \$188.00 service call charge for service not covered under agreement.

CONTROLS & AUTOMATION RATES:

1st Yr. \$105.00 regular, \$157.50 overtime and \$210.00 service call charge for service not covered under agreement.

2nd Yr. \$107.00 regular, \$160.50 overtime and \$214.00 service call charge for service not covered under agreement.

3rd Yr. \$109.00 regular, \$163.50 overtime and \$218.00 service call charge for service not covered under agreement.



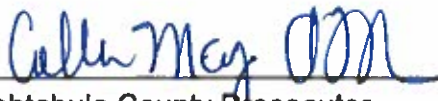
ASHTABULA COUNTY NURSING HOME **EQUIPMENT LIST**

- (3) CHILLER SYSTEMS
CHILLER PUMPS
- (4) BOILER SYSTEMS
BOILER PUMPS
- (2) DUCTLESS SYSTEMS
- (9) ROOF TOP UNITS
- (39) EXHAUST FANS
- (4) MAKE UP AIR UNITS

Signature Page

RE: Services Agreement between Ashtabula County Nursing & Rehabilitation Center and HAVE

Approved as to Legal Form Only:

By: 
Ashtabula County Prosecutor

Dated: 01, 2021

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2020, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of ACNRC contract services 2033.025.100.601 not to exceed \$25,740.00 and free from any previous encumbrances.

Agreement Title: Services Agreement between Ashtabula County Nursing & Rehabilitation Center and HAVE



David Thomas, Ashtabula County Auditor

Date:

2/26/21

