

MECO McDonald Equipment Company Inc

37200 Vine Street Willoughby, Ohio 44094

EXCELLENCE IN SERVICE SERVICE AGREEMENT

The following service agreement is entered into by McDonald Equipment Company, Willoughby, Ohio; hereinafter called "MECO" and City of Willowick with offices at 31230 Vine Street, Willowick, Ohio 44094, hereinafter called **OWNER**, for the purpose of checking and maintaining in the best possible operating condition the emergency generator set or sets, together with associated equipment such as automatic line transfer panels, exercisers, etc., located at:

<u>BUILDING NAME</u>	<u>ADDRESS</u>	<u>CITY</u>
SERVICE GARAGE		
<u>OWNERS AGENT</u>	<u>PHONE NO</u>	<u>EMAIL</u>
Terry McCarthy	440/585-0963, Ext. 327	terrymccarthy@cityofwillowick.com

EQUIPMENT COVERED

<u>GEN-SET</u> <u>MFG.</u>	<u>MODEL</u> <u>#</u>	<u>SERIAL</u> <u>#</u>	<u>TRANS.</u> <u>SW.MFG.</u>	<u>MODEL</u> <u>#</u>	<u>SERIAL</u> <u>#</u>
KOHLER	100R0Z-187444	392093	KOHLER	_____	18597T3RH

TERM OF AGREEMENT

The term of the agreement shall be for a period of one year commencing on **January 1, 2025** and terminating on **December 31, 2025**.

SERVICE CALL FREQUENCY AND RATES

The **OWNER**, being desirous of the service of **MECO** to supply inspection, preventative maintenance and repairs performed **semi-annually**, agrees to pay the following charges.

All parts at list less 10% plus any special handling charges such as telephone calls, wires special shipping charges, etc.

BILLING RATES

Annual Agreement Price	\$ 645.00	Includes mileage & travel time)
Sales Tax	\$ Exempt	
TOTAL	\$ 645.00	
*Hourly Labor Rate	\$ 135.00	(Regular working hours - 7:30 a.m. to 4:30 p.m. Monday thru Friday except legal holidays).
*Hourly Labor Rate	\$ 202.50	(Non-regular working hours) after 4:30 p.m. weekdays and all day Saturdays.
*Hourly labor Rate	\$ 270.00	Double time Sundays and holidays.

*Mileage \$1.50 per mile.

Mileage may be subject to a fuel surcharge

*These rates are for non-regularly scheduled service calls not covered by the annual agreement price.

All after hours calls are subject to a minimum 4 hour billing.

"Annual Agreement Price" is payable in advance. Terms for payment of special billings or hourly rate billings are Net 30 Days. If account is not current you are subject to loss of discount & special labor rate.

SERVICE COVERED - MECO will, during regular working hours, check the emergency generator and related equipment as follows:

1. Visual inspection.
2. Perform applicable services as listed on attached field service report.
3. Check and/or adjust, where applicable, points, condenser, spark plugs, and carburetor.
4. Check and/or adjust governor, battery charge rate, battery, D.C. generator or alternator, cooling system, exhaust system.
5. Start up and run unit.
6. Observe operating conditions (oil pressure, water temperature, charging generator, engine, A.C. alternator and general conditions).
7. Check output voltage and frequency (under load if requested).
8. Check transfer switch.
9. Instruct proper personnel on plant operation.
10. Change oil and oil filter.
11. Check generator safety shutdown circuits for proper operation and annunciation.
12. Provide the Owner with accurate service records, along with any recommendations as to additional or future service work needed. (Removal of rodents & insects considered over & above agreement.)

Provide 24-hour emergency service. This service is billable in addition to regularly scheduled service calls. Labor will be billed at rates listed under BILLING RATES.

Major repair. Test, adjust, repair or replace any integral parts and accessories pertaining to the **OWNER'S** equipment; in accordance with factory recommendations or as our inspection deems advisable, with **OWNER'S** consent.

Major repairs are listed under BILLING RATES.

Service calls are clocked from the time the repairman leaves our shop to the time he returns.

Replacement of fuel filters, air filters and/or any parts or accessories necessary to the emergency operation of the unit at our option or as indicated by manufacturer's instructions will be replaced.

MECO reserves the right to alter agreement rates upon 30 days written notice. **OWNER** then has the right to cancel this agreement within 30 days by written notice if such agreement rate alterations are not acceptable.

When required, all materials and parts shall be furnished by **MECO** and billed separately to **OWNER**.

MECO will not assume responsibility for damage caused by abuse, accidents, overloads, theft, acts of a third party, forces of nature, acts of God, altering of equipment, acts of omission or commission, consequent damage, or normal wear. Furthermore, **MECO** will not be accountable for failure to fulfill this agreement for causes beyond its control, including but not limited to, labor disputes, etc.

This agreement is not assignable without the consent of **MECO**.

It is mutually understood that this proposal sets forth our entire agreement.

Service or maintenance calls will not be scheduled until full payment of this agreement is received by MECO.

In witness thereof each of the aforesaid parties have affixed their signatures through their duly authorized representatives:

This ____ Day of _____, 2025.

OWNER_____

BY_____

TITLE_____

McDONALD EQUIPMENT COMPANY

BY_____

Dodi Fulajtar
Service Agreement Administrator