

RESOLUTION NO.: 106 -2017
INTRODUCED BY: Lentine

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
RENEWAL AGREEMENT WITH McDONALD EQUIPMENT COMPANY
FOR GENERATOR MAINTENANCE SERVICES.

WHEREAS, the Police Chief has obtained a quote from McDonald Equipment Company to renew the City's service agreement for annual maintenance services of the Divisions of Police and Fire generators in an amount not to exceed One Thousand Two Hundred Fifty Dollars (\$1,250.00) per year with a one year term, from November 1, 2017 through October 31, 2018; and

WHEREAS, this Council desires to authorize the Mayor to enter into a renewal service agreement with McDonald Equipment Company for the generator maintenance services described above.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to enter into the renewal service agreement attached hereto and incorporated herein by reference as Exhibit "A" with McDonald Equipment Company for generator maintenance services described in the recitals of this Resolution for a cost not to exceed One Thousand Two Hundred Fifty Dollars (\$1,250.00) per year with a one year term commencing November 1, 2017.

Section 2: If necessary, the Director of Finance is authorized and directed to appropriate to a proper account a sum sufficient to cover the cost of the purchase referred to in Section 1, above.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: October 24, 2017

APPROVED: October 24, 2017

ATTEST: Betsy Traben
Betsy Traben
Clerk of Council



David H. Roche, Mayor

Eloise Cotton-Henry
Eloise Cotton-Henry
President of Council

EXHIBIT A

MECO McDONALD EQUIPMENT COMPANY EXCELLENCE IN SERVICE SERVICE AGREEMENT

The following service agreement is entered into by McDonald Equipment Company, Willoughby, Ohio; hereinafter called "MECO" and City of Richmond Heights with offices at 26789 Highland Rd., Richmond Heights, Ohio 44143 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>	
POLICE DEPARTMENT	27201 Highland Rd	Richmond Hts	\$625.00
FIRE DEPARTMENT	457 Richmond Rd	Richmond Hts	\$625.00
<u>OWNERS AGENT</u>	<u>PHONE NO</u>	<u>FAX NO</u>	
Chief Rowe	216/486-1274	216/383-6322	

EQUIPMENT COVERED

<u>GEN-SET</u>	<u>MODEL</u>	<u>SERIAL</u>	<u>TRANS.</u>	<u>MODEL</u>	<u>SERIAL</u>
<u>MFG.</u>	<u>#</u>	<u>#</u>	<u>SW.MFG.</u>	<u>#</u>	<u>#</u>
Onan	GGTH5004140	K010302599			
Onan	GGTH57217622	G080196453	Onan	OTEXCB 7211804	F080191144

TERM OF AGREEMENT

The term of the agreement shall be for a period of one year commencing on November 1, 2017 and terminating on October 31, 2018.

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.

Page 1 of 3

37200 Vine Street • Willoughby, Ohio 44184-8348
Telephone (440) 951-8222 • Fax (440) 951-2089
www.mcdonaldequipment.com

SERVICE AGREEMENT

Page 2 of 3

BILLING RATES

Annual Agreement Price	\$ 1,250.00	(includes mileage & travel time)
Sales Tax	\$ Exempt	
TOTAL	\$ 1,250.00	
*Hourly Labor Rate	\$ 90.00	(Regular working hours - 7:00 am. to 4:30 pm. Monday thru Friday except legal holidays)
**Hourly Labor Rate	\$ 135.00	(Non-regular working hours after 4:30 p.m. weekdays and all day Saturdays)
***Hourly Labor Rate	\$ 180.00	(Double time Sundays and holidays)
****Mileage \$1.25 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 ammalation.
12. Provide the Owner with accurate service records, along with any recommendations as to additional or future service work needed. (Removal of orders & invoices 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 AGREEMENT

Page 3 of 3

Service calls are clocked from the time the technician 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 can has the right to cancel this agreement within 30 days by written notice if such agreement rate alterations are not acceptable.

It shall be understood that MECO shall be the sole and exclusive services of OWNER'S equipment so long as this agreement is in effect, except for regular maintenance employees of the OWNER.

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, fire, 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 and owner.

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.

Each of the abovesaid parties have affixed their signatures through their duly authorized representatives.

This _____ Day of _____ 2017

OWNER _____

BY _____

TITLE _____

SKDONALD EQUIPMENT COMPANY

BY 
Dodi Fulgini
Service Agreement Administrator