



The Lightship Group, LLC
606 Ten Rod Rd – P.O. Box 1470
North Kingstown, Rhode Island 02852
(401) 295-2416 Phone (401) 294-3415 Fax
24hr 401-294-3341

GENERATOR SERVICE CONTRACT

Date: July 18, 2019

Customer:

Central Falls Fire Dept.
150 Illinois Street
Central Falls, RI 02863

Service Agent:

The Lightship Group, LLC
606 Ten Rod Road
P.O. Box 1470
North Kingstown, RI 02852

Customer Contact: Keith Sullivan

Email: kmsullivan@centralfallsri.us

Email: msilva@centralfallsri.us

Phone: (401)727-7446

Generator location: 150 Illinois Street, Central Falls, RI 02863

Make/Model: Kohler 60REOZJB

Serial No.: 2200381

Description of Work

The Lightship Group, LLC (Lightship) is pleased to offer a generator service contract (the "Agreement") for Preventive Maintenance on your emergency generator. The contract period shall be one year, August 1, 2019 to July 31, 2020. During that time, Lightship will perform all test, checks, and adjustments that are marked with an X in the **SERVICES PERFORMED** section of the contract at the mutually agreed upon time.

Maintenance calls will be scheduled and performed during normal work hours (7a.m. to 4p.m.) unless otherwise specified by this Agreement. You will receive the calls owed to you by the Agreement within the one-year term. Lightship will make all attempts to schedule, with convenience, the maintenance of your generator.

Occasionally, scheduling disruptions occur due to unforeseen circumstances and emergencies. Major power outages create huge scheduling disruptions. All routine maintenance calls are subject to postponement due to unscheduled emergency situations of other customers. Lightship regrets any inconvenience this may cause to previously scheduled customers and will make all attempts to notify the customer of scheduling changes. Lightship will schedule the customer's maintenance call as soon as possible after the scheduled service, but in no event, shall such re-schedule occur later than fourteen (14) days after the originally scheduled appointment.

Services Performed

- X Lube oil and filter(s) change (**1 time during annual service**)
- X Fuel filter(s) change diesel (**1 time during annual service**)
- X Service/Inspect air cleaner; replace oil on oil bath filters
- X Check coolant level add if low (**allowance 1-gallon**)
- X Check/Test anti-freeze protection
- X Check/ Inspect cooling system hoses for crack, hardness
- X Inspect engine radiator and/or city water cooling system for leaks
- X Inspect/adjust engine belts
- X Inspect governor, governor linkage and controls (**lubricate linkage if needed**)
- X Check engine heater operation
- X Check/Inspect engine for fuel, oil, and coolant leaks
- X Check/Inspect air intake and outlet louvers for proper operation
- X Check/Inspect engine exhaust system and silencer
- X Check battery charger operation and charge rate
- X Check battery electrolyte level, clean battery terminals and post, perform battery load test
- X Check/Test engine alternator charge rate
- X Check engine/generator gauge's and alarm indicator for proper operation
- X Check generator set controller operation including shutdown functions and E/R stop button
- X Check generator output voltage/adjust as necessary
- X Check generator frequency/Adjust as necessary
- X Perform visual inspection of transfer switch
- X Test system operation without load transfer
- _ Test system operation with load transfer (**with owner's authorization**)

No services or materials are included under this Agreement unless specifically identified in "**Service Performed**" section (Note: "check", "test" and "inspect" are service activities which do not include materials needed to correct any deficient conditions found). It is agreed that Lightship will supply labor, materials and test equipment as necessary to perform the identified plan. **Please check one of the plans on the last page.**

Service Charges:

Recommended repairs, service calls (emergency and non-emergency) additional material and labor are **NOT** covered under this agreement, will be billed at Lightships current labor and material rates.

Additional service (including emergency call outs) between scheduled service dates **NOT** covered under this service agreement will be provided on a work order basis at rates in effect at the time of service for labor, parts, and travel. Job time starts and finishes at Lightship Group's shop. After hour service call will be billed at the Lightship Group's current rates at the time of service. **A minimum 3hr labor charge will apply for all after hour and holiday service calls.**

Lightship Current Service Rates:

Straight Time Labor: **\$100.00 per hour** - Overtime Labor: **\$150.00. per hour.** - Holiday Labor: **\$200.00 per hour**
Mileage: **\$1.25 per mile** - Materials: **Cost +25%**

Rates are subject to review and change on an annual basis.

**** Note: A 3% processing fee will be added to credit card payments.**

Taxes:

Taxes are included in the Annual Service Contract Price. Federal, state, or local sales, use, property, or excise taxes will be applied to Additional Services as required. If you are claiming tax exemption, you shall provide a valid tax exemption certificate at signing of this Agreement.

Customer Responsibility:

You have the responsibility to provide Lightship all appropriate information and methods of reaching you to schedule your maintenance service. You shall take all action necessary to make the equipment serviced under this Agreement available to the service agent at scheduled times. This includes, but is not limited to, equipment access and availability for testing without interfering with any other Lightship Group scheduled activities.

You shall notify Lightship at least 24 hours in advance of any required change in service schedule. If this required notice is not provided for any reason other than due to the occurrence of a *force majeure* event and Lightship makes a scheduled call and the equipment is not available, you will be billed as if the service had been performed. If you then desire to reschedule the service for that particular unit, Lightship will provide scheduled material and equipment but will bill labor at additional service rates.

You shall make all technical and prior maintenance and repair reports available to Lightship as required, if available. You shall use reasonable effort to ensure that all equipment spaces are safe for entry from known hazards (gas free) as necessary for Lightship technicians and that the work environment around the equipment is safe and hazard free from all known hazards and in accordance with federal, state and local regulations. However, nothing herein shall be interpreted as your acceptance of the transfer any third party's liability to you with respect to conditions on the premises where the equipment is located.

You shall make Lightship aware of any known equipment deficiencies or problems prior to Lightship commencing service on the equipment. As the owner of the generator, you have the responsibility to ensure the unit exercises on a regular basis. At a minimum, all fluid levels should be checked on a weekly basis and the generator housing should be checked for leaks, rodents, and debris.

Service Agent Responsibility:

Insofar as practical, Lightship Group shall maintain service history and service procedure data for reference of the above equipment. It is agreed that this Agreement covers only those preventive maintenance items identified above and does not require or imply any responsibility to repair damage caused by normal wear and tear, machinery failure, abuse, accident, theft, acts of a third person, forces of nature, alteration of equipment, or improper operation.

Lightship Group agrees to maintain a competent service organization. Lightship Group shall not be responsible for failure to render the service due to causes beyond its control, including, but not limited to, strikes, labor disputes, failure to obtain materials in a timely fashion, or acts or omissions of any god. To assure operating dependability of the equipment under this Agreement, after each inspection, Lightship will furnish you a written report summarizing the service performed noting operating parameters and conditions found and advising you if further service is required.

Hold Harmless:

Customer agrees to hold harmless and indemnify Lightship Group, its representatives, officers, agents, employees and underwriters from and against all loss, damage, liability, cost and expense suffered or sustained by Lightship for which Lightship may be held liable or become liable under this Agreement by reason of personal injury (including death) to Customer employees, agents, subcontractors, lessees or invitees which is caused by Customer or its employees acting within the scope of their employment, unless such losses are caused due to sole negligence of Lightship Group.

Customer further agrees to hold harmless and indemnify Lightship Group, its representatives, officers, agents, employees and underwriters from and against all loss, damage, liability, cost and expense suffered or sustained by Lightship for which Lightship may be held liable or become liable under this Agreement by reason of any property damage (including third party property damage) caused by Customer or its employees acting within the scope of their employment, unless due to negligence or intentional acts of Lightship or its representatives, officers, agents, employees and underwriters.

Warranty or Guarantee:

While periodic service and maintenance should result in maximum availability of generating equipment, Lightship makes no warranties or guarantees as to availability of generating plants or loss of the use of the equipment covered under this Agreement; however, nothing herein shall affect a waiver of any claims you may have against Lightship based on its negligent or intentional destruction of or damage to the equipment.

Lightship will provide its standard 90-day warranty on service work for labor only warranty for part will be covered under the manufacturers implied warranty. This includes any part or parts that have been installed at the time of maintenance. Should a return trip be necessary following a maintenance call already performed; there will be no charge provided defective parts were installed by Lightship. If the problem is unrelated to the previous maintenance call and the return call is to address the failure of the unit due to some other reason, whether parts or other related failure, then standard service rates and charges in effect at the time of the call will apply.

Standard manufactures warranty policy will apply on all units still under a manufacturer's warranty. You may still be responsible for any chargers not reimbursed to Lightship by the manufacturer. Some charges not reimbursable through warranty are as follows: overtime cost, boat or airfare, blown fuses, rental units, adjustments, and hotel/motel accommodations.

Modification and Termination:

This Agreement is not subject to alteration except as mutually agreed in writing by Lightship and you. It may be terminated at any time by either party upon thirty days written notice or other notice as required by law, addressed to the last known address of the other party and no claim for damages on account of such termination shall arise against either party with the exception of Lightship's obligation to return a *pro rata* share of the pre-paid fees related to services that remain unperformed at the time of termination.

Force Majeure:

Performance of this Agreement is subject to any circumstances making it illegal or impossible for either party to perform its obligations under this Agreement, including, but not limited to, acts or omissions of any god, declared war on American territory, natural disasters, curtailment of transportation, labor disputes or other similar emergencies beyond the reasonable control of either party. In such circumstances, this Agreement may be terminated on notice from one party to the other without liability to ether party, with the exception of Lightship's obligation of promptly refund you any pre-paid fees relating to services not performed at the time of such termination.

Law:

Each party agrees to comply with all applicable federal, state and local laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island and Providence Plantations, excluding its conflicts-of-law's provisions.

The service agent may withdraw this proposal if not accepted within thirty (30) days.

If you wish to enter into this contract, please sign one (1) of the copies of the Offer/Acceptance below, and return it to Lightship, along with the required payment. Payment must be received in full before contract is considered valid and first service is performed.

Note: There is a 3% processing fee if paying with a credit card.

-- Two (2) visits per year: One to perform all of the above CHECKED tasks and one to perform all of the above CHECKED tasks EXCEPT lube oil and filter change. Price per year: \$ 460.00

Generator location: 150 Illinois Street, Central Falls, RI 02863
Make/Model: Kohler 60REOZJB Serial No.: 2200381

Offer/Acceptance:

I (We) have read this Generator Service Contract and understand and agree with the terms.

Customer Signature:

The Lightship Group, LLC

Central Falls Fire Dept.

Anthony Boncorddo

Name: James A. Diassa

Anthony Boncorddo, Manager
Power Generator Sales & Service Division
July 18, 2019

Signature: _____

Date: 9/16/2019

Approved as to form and correctness:

[Handwritten signature]

Barbara Addison
Barbara J Addison
Director of Finance
9-13-19