

28 January 1988

MEMORANDUM FOR: Chief, Operations, Facilities Management Division, OL

FROM:

SUBJECT: Maintenance Contract for Window Washing Equipment

1. Enclosed, please find a sample of a maintenance service contract handed to GSA by the manufacturer of the window washing equipment bought for the New Headquarters Building.

2. The contract is forwarded for your consideration and review.

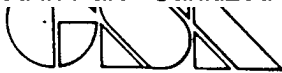
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SOces Capital
Administration Region Washington, DC 20407

Date : January 25, 1988

Reply to : Arthur J. Carlucci, Project Manager, HQ Expansion Project
Attn of : *Arthur Carlucci*

Subject: Window Washing Equipment; Specification Section 14355

STAT: Chief, NBPO

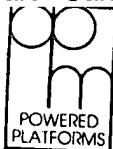
Transmitted herewith is a suggested typical maintenance service contract handed to us by the manufacturer of the window washing equipment for the new building, Powered Platforms Mfg.

Be advised that there is no reference or requirement for a maintenance service contract in the project specifications.

The "contract" is forwarded for your consideration and review, and should be discussed directly with the manufacturer if there is any interest in buying the maintenance service.

Enclosure

AJC:pb



Powered Platforms Mfg.
35305 Glendale
Livonia, Michigan 48150
313/261-1770

WINDOW CLEANING AND LIGHT BUILDING MAINTENANCE EQUIPMENT

THE MAINTENANCE SERVICE CONTRACT CONTAINED HEREAFTER
IS SUBMITTED TO THE FIRM OF:

THIS CONTRACT SHOULD BE COMPLETED AND PUT INTO FORCE TO PROVIDE PROPER
MAINTENANCE IN ACCORDANCE WITH REQUIREMENTS OF FEDERAL OCCUPATIONAL SAFETY
AND HEALTH ADMINISTRATION, STANDARD (29 CFR 1910.66).

MAINTENANCE SERVICE CONTRACT

The firm of Powered Platforms Mfg. (hereinafter referred to as "Contractor") does hereby agree to enter into a maintenance service contract with:

hereinafter referred to as "Customer".) The maintenance service shall be performed on the exterior powered service platform(s) and/or other equipment located at:

more specifically described as:

This service is to be performed in accordance with terms and conditions stated on Pages 2 through 7 of this contract, attached hereto.

CONDITIONS

This agreement will commence on the ____ day of _____, 19____, and will commence in full force and effect until revoked by either concerned party.

The service performance cycle shall be ____ times per annum. The Contractor will invoice \$_____ immediately following each inspection service. Our terms of net 30 days will apply. Any additional services required will be charged for at the rate of \$_____ per man hour. Rates and terms are subject to change in accordance with terms described hereinafter. Service performance cycle has been established on information available at this time; if maintenance inspections prove a need for more or less service, this cycle must be adjusted.

ANY EXCEPTIONS OR ADDITIONS SHALL BE NOTED DIRECTLY BELOW:

Standard contract Pages 2 through 7 attached hereto are accepted as a part of this contract:

Company

Powered Platforms Mfg.

Signature, Title

Signature, Title

Date

Date

TERMS AND CONDITIONSSERVICES AND MATERIALS - SERVICE PERFORMANCE CYCLE

Contractor, with respect to the Equipment specified on Page 1, will undertake the following duties:

- a. Periodically (as specified on Page 1) adjust and inspect all Equipment and examine safety devices, and perform any and all safety tests as required by Federal OSHA 1910.66.
- b. Furnish consumable supplies such as rags, cleaning materials, solvents, rope preservations, oil, grease and other lubricants.
- c. Periodically (as specified on Page 1) clean and lubricate the Equipment as required.
- d. Furnish the owner a signed and dated inspection checklist.

REPLACEMENT PARTS AND MAJOR REPAIRS

All replacement parts and major repairs on Equipment shall not be considered a part of this Contract. Recommendations for replacement parts or major repairs, resulting from inspection as required by this Agreement, will be submitted as a separate performance proposal to this Contract. The proposal shall be submitted in a manner to be determined by the Customer and Contractor and will include, but not be limited to, the following:

- a. Repair or replace drive and control parts including: gears, bearings, brake magnet coils, brake shoes, relay coils, contacts, sheaves, shafts and cables.
- b. Repair or replace mullion rollers, replace belts, and when necessary, reshackle all wire rope cables and repair or replace conductor cables; replace fuses, indicator bulbs in operating panels, stations and indicators; renew when necessary, the wiring for interlocks, and for operating stations; repair or replace renewal parts and other accessory equipment.
- c. We will install, free of labor charges, any modifications or retrofitting which would reflect changes due to new developments in our product field. The parts and/or modules must be purchased from our firm at our factory prices and the installation work must be done at the time of regular maintenance.

EXCLUDED SERVICES

Unless authorized in writing by the Customer and agreed to by the Contractor (for which additional reasonable charges shall be made by the Contractor), the Contractor shall not be required to:

- a. Make additional safety tests or install new features on the Equipment, whether or not recommended or directed by governmental authorities or by insurance companies.
- b. Make any replacements or major repairs as per paragraph "Replacement Parts and Major Repairs" above.
- c. Make adjustments, repairs, part replacements or major component replacements, necessitated by reason of negligence on the part of Customer or others or caused by misuse of the Equipment.

CONTRACTOR QUALIFICATION

The Contractor certifies that it is in the business of performing inspection, maintenance and major repair services to powered platforms for workmen, and has performed these services for a period of time exceeding five years. The Contractor must furnish a list of five buildings where services are presently being performed. Information included will be names of persons with business address and phone numbers. The contractor must be properly insured for the business functions.

TRAINED EMPLOYEES

Trained personnel directly employed and supervised by the Contractor will perform all the services required by the terms of this Agreement. The Contractor agrees that each of its employees will be properly qualified and will use reasonable care in the performance of assigned duties.

SERVICE HOURS

- a. The services required of the Contractor under this Agreement, including emergency minor adjustments or call-back service, will be performed during its regular hours (8:00-4:30) of its regular working days (Monday through Friday), except as provided in (b) below.
- b. If the Customer requests that the Contractor perform any of its services at a time other than its regular service hours, the Customer shall pay the Contractor an additional amount to properly reflect the premium time costs of the Contractor.

SERVICE CALLS

All service calls from the Customer will be responded to with due haste. If the service call is necessitated as a result of lack of performance in accordance with this contract, then the Contractor will provide that service call without charge.

ADDITIONAL CHARGES

In addition to the amount specified on Page 1, the Customer shall pay to the Contractor the amount of any tax imposed on the Contractor or its suppliers under any law becoming effective after the date of this Agreement, which is based on or incident to the transfer, use ownership or possession of the parts, equipment and materials or to the services involved in the performance of the obligations of the Contractor under this Agreement.

TERMS OF AGREEMENT

This Agreement shall continue in full force and effect from the date first stated under "Conditions", Page 1, until it is terminated. Either party, by giving 30 days written notice to the other party, may terminate this Agreement at any time. Notice of rate changes must be given by the Contractor 60 days in advance.

TERMS AND CONDITIONS

Nothing in this Agreement shall be construed to mean that the Contractor assumes any liability on account of injuries to persons or property except those directly and solely due to negligent or intentional acts of Contractor or its employees. Customer's own responsibility for injuries to persons while operating or working in or about the Equipment is in no way affected by this Agreement. It is agreed that the Contractor, when working in, about or on Equipment, is asserting possession and control only over the specific equipment being serviced at any given moment, and possession and control of the remainder of the Equipment, if any, shall remain with the Customer.

CONTINGENCY

The Contractor shall not be held responsible or liable for any loss, damage, detention, or delay caused by accidents, strikes, lockouts, fire, flood, acts of civil or military authorities, or by insurrection or riot, or by another cause which is unavoidable or beyond its control. In no event shall the Contractor be liable for consequential damages. No work, service or liability on the part of the Contractor, other than that specifically mentioned herein is included or intended. The Customer agrees that the Contractor, in performing work under this Contract, shall be bestowing its skill and services necessary for the inspection and for proper maintenance of the Equipment.

CUSTOMER'S DUTIES

The Customer agrees to keep the electrical enclosures properly closed and all electrical equipment free of rubbish; to give the Contractor written notice within 24 hours of any accident (property, injury, or fatality; alteration or change affecting the Equipment, and of any change of ownership; to discontinue immediately the Equipment from service when it becomes unsafe or operates in a manner which might cause injury to a user thereof; and to maintain a surveillance of the Equipment for such purposes. The Customer further agrees to furnish parking at no expense to the Contractor, either on the premises or in a close proximity to the Equipment to be serviced, while the Equipment is being serviced.

CONTRACTOR'S DUTIES

- A. Contractor shall provide Certificates of Insurance to the owner, as required, for Worker's compensation, and General Liability. Certificates shall specify that a written notice will be mailed 10 days prior to cancellation or change.
- B. Contractor shall employ people compatible with existing Building and/or Tenant employees to preserve good relations with Building Owner.

ATTORNEY'S FEES AND COSTS

If any action of law of inequity is commenced to enforce or interpret the terms of this Agreement, or for its breach, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in connection with this action, in addition to any other relief to which such party may be entitled.

GOVERNING LAW, ENTIRETY OF AGREEMENT AND PARTIAL INVALIDITY

This Agreement shall be governed by and construed in accordance with applicable laws. It constitutes the entire agreement between the parties regarding its subject matter. If the Customer's form of purchase order accompanies this order, all terms of conditions of such purchase order not consistent with this contract are null and void. If any provision in this contract is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

Contract # _____
 Page 5 of 6

POWERED PLATFORMS MFG.
 35305 GLENDALE
 LIVONIA, MI 48150
 (313) 261-1770

INSPECTION CHECKLIST

A. GENERAL INFORMATION

Date: _____ Reference Number _____
 Cust. Name & Address _____
 Equipment Location _____
 Contact Person _____
 Last Inspection Date _____

B. PLATFORM	CONDITION	COMMENTS	CHECK
General Appearance			
Guardrail & Frame Sys.			
Fairlead			
Guides			
W/R Date Last Replaced			
Control Switch			
Electric Cords & Fittings			
Motor			
Gear Assy.			
Bronze Gear			
W/R Drum			
Inertia Brake			
Hydraulics			
Oil/Lube			
Safety Grab/Lock System			
W/R Tension Holder			
Solenoid Brake			
Capacitors- Run/Start			
Gearbox Disk Brake			
Timing Belts			
Roller Chain Assy.			
Traction/Tension Sheave			
Overload Limit Switch			
Shutdown Switch			
Auto Brake & Drum			
Slack Wire Switch			

