

# ARCHDIOCESE OF CHICAGO

Department of Finance/Facilities & Construction



Post Office Box 1979  
Chicago, Illinois 60690-1979

## SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Catholic Bishop of Chicago, a corporation sole ("Owner") and \_\_\_\_\_ ("Contractor").

Note: Billing Address \_\_\_\_

1. Contractor shall provide the following services:

a. System-Specific Services: Contractor shall provide the services described on the attached Supplementary Riders (the "Riders") for each mechanical equipment system (the "System") identified on the Riders and located at \_\_\_\_\_ (the "Parish").

b. Inspection Services: Contractor shall visually inspect each System on a quarterly basis. Inspection services shall include but shall not be limited to the inspection of fluid level; refrigerant charges; and mechanical parts, including mounts, couplings, equipment housings, belts and fan blades.

c. Maintenance Services: Contractor shall provide on an annual basis the following maintenance services for each System so as to ensure proper equipment operation:

- Seasonal start-up and shut-down based on recommendations by the manufacturer;
- Calibration of all associate temperature, safety and operating controls;
- Lubrication of all motors, bearings, linkages and valve stems;
- Adjustment of all belts, dampers, set points, water treatment systems and filter feed systems;
- Alignment of all belt drives, couplings and motors;
- Tightening of all nuts, bolts, clamps, fittings, electrical connections and vibration pads;
- Cleaning of all burner assembled and nozzles, electrical contacts, air intakes, fan blades, baffles and floats.

2. Contractor will make equipment repairs and provide emergency services for each System subject to the following requirements:

a. Equipment repairs. All equipment repairs that Contractor recommends shall be submitted to Owner for approval. Such recommendations shall include the cost of the

equipment or parts to be replaced, if any, and/or a description and cost of equipment and parts to be added, along with a good faith estimate of the amount of time required to make the repair. Approved equipment repairs will be billed on a Time and Material basis, at the straight-time labor rate set forth in Paragraph 3(b) of this Agreement. All such equipment repairs shall be performed during the normal working hours, which are defined as being between the hours of 8:00 a.m. - 5:00 p.m., Mondays - Fridays.

b. Emergency services. Emergency service requests will be given a preferred-customer response. If such services can be performed during the normal working hours set forth in subparagraph (a) above, the labor rate for such services will be the straight-time labor rate set forth in Paragraph 3(b) of this Agreement. To the extent that such services cannot be performed during normal working hours, the labor rate for such services will be the overtime rate set forth in Paragraph 3(b) of this Agreement for all times except holidays. The holiday rate is set forth in Paragraph 3(b) of this Agreement.

3. a. Owner shall pay Contractor \$ \_\_\_\_\_ for the services to be performed under Section 1 of this Agreement. This amount shall be payable in monthly installments on or before the 5th day of each month.

b. The following rates will apply to any additional work performed pursuant to Section 2 of the Agreement:

- i. Straight time: \$ \_\_\_\_\_
- ii. Overtime: \$ \_\_\_\_\_
- iii. Holidays: \$ \_\_\_\_\_

c. The fee and rates set forth in subparagraphs (a) and (b) above are subject to adjustment on any anniversary of the date of this Agreement by Contractor; provided, however, that Contractor shall inform Owner in writing of any adjustment no later than 45 days prior to the effective date of such adjustment. If Contractor does not inform Owner of the fee and rate adjustments by this date, the rates in effect during the prior year shall remain in force for the subsequent year.

4. Owner will notify Contractor of any malfunction in any of the Systems as soon as reasonably possible upon learning of such malfunction.

5. Owner will provide reasonable means of access to all equipment covered by this Agreement. Contractor will be free to start and stop all primary equipment incidental to the operation of the Systems as arranged with Owner.

6. Owner agrees that, during the period of this Agreement, Owner, its employees and agents will not, without Contractor's prior written permission, disclose any manuals or data relative to this Agreement to any organization or individual, and will treat all such information as proprietary.

7. Contractor will not be liable for damages caused by delay in installation or interrupted service due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion's, war, act of God, or any other cause beyond Contractor's reasonable control.

8. Contractor shall not be liable for injuries to persons or damage to properties resulting from causes beyond its control, nor liable for delays caused by fire, procuring labor, materials or supplies, beyond its control. Contractor shall not be liable for indirect or consequential damages.

9. For purposes of this Agreement, Owner's authorized representatives are the following persons and none other:

- a. *Insert Name of Pastor*
- b.
- c.

10. This Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_ and shall remain in full force and effect until terminated by either party upon thirty (30) days advance written notice

11. This Agreement shall constitute the entire Agreement between the parties. No waivers, change or modification of any term or condition of this Agreement shall be binding on either party unless made in writing.

12. The following Riders are attached hereto and made a part of this Agreement:

\_\_\_\_Steel Boilers

\_\_\_\_Cast Iron Boilers

\_\_\_\_Condensate Return Pumps

\_\_\_\_Makeup Water System

\_\_\_\_Vacuum Return Pump

\_\_\_\_Gas Burner

\_\_\_\_Air Handlers

\_\_\_\_Unit Ventilators

\_\_\_\_List Miscellaneous Equipment (such as sump or sewage ejector pumps, toilet exhaust fans or other special exhaust fans. Domestic hot water circulating pumps).

**CATHOLIC BISHOP OF CHICAGO,  
a corporation sole**

**Parish:**

\_\_\_\_\_

Pastor

**Name of Contractor:**

By: \_\_\_\_\_

Title

By: \_\_\_\_\_

Director Of Finance

## **STEEL BOILERS**

1. Thoroughly wash and clean out boiler / s once each year
  - a. Open the access doors on the boiler/s, punch the tubes and clean the combustion chambers. Remove the handhole and manhole plates, flush loose mud and scale from drums and/or water legs of the boiler/s and reinstall the handhole and manhole plates with new gaskets. Dismantle the heads of the low water cut-offs and open the crosses in adjacent water column piping flush the bowls and piping. Reassemble the low water cut-offs with new head gaskets and close the water column piping. Fill and check boiler/s and dose access doors.
2. Furnish and install in the boiler/s during the annual washing required quantity of water conditioner.
  - a. Test condition of water and control treatment.
  - b. Insert required quantity of water conditioner three (3) times per year.
3. Thoroughly inspect the boiler/s a minimum of three (3) times per year.
  - a. A detailed internal and external inspection will be made annually when the boiler/s is down for washing and cleaning, and a quotation submitted for any repairs required at this time.
  - b. An external inspection will be made at least twice more during the year, making a total of three (3) inspections.

## CAST IRON BOILERS

1. Thoroughly wash and clean out boiler/s once each year.
  - a. Clean the flue passes, clean the burner/so Remove the access plugs and/or caps, flush loose mud and scale from boiler sections and reinstall the nipples and caps. Dismantle the heads of the low water cut-offs and open the crosses in adjacent water column piping, flush the bowls and piping. Reassemble the low water cut-offs with new head gaskets and close the water column piping. Fill and check boiler/s and close access doors.
2. Furnish and install in the boiler/s during the annual washing required quantity of water conditioner.
  - b. Test condition of water and control treatment.
  - c. Insert required quantity of water conditioner three (3) times per year.
3. Thoroughly inspect the boiler/s a minimum of three (3) times per year.
  - a. A detailed internal and external inspection will be made annually when the boiler/s is down for washing and cleaning, and a quotation submitted for any repairs required at this time.
  - b. An external inspection will be made at least twice more during the year, making a total of three (3) inspections.

## CONDENSATE RETURN PUMPS

1. Thoroughly wash and clean out the receiver tank/s once each year.
  - a. Remove the drain valve, flush loose mud and scale from bottom of tank/s. Reinstall drain valve. Test the float switch and pumps/s operation. Check amp draw on pump/s.
  - b. An external inspection will be made at least twice more during .the year, making a total of three (3) inspections.

## VACUUM RETURN PUMP

1. Thoroughly wash and clean out the receiver tank/s and hurling tank/s once each year.
  - a. Remove the drain valves and plugs from tank/s, flush loose mud and scale from bottom of tank/so Reinstall drain valves and plugs. Clean the gauge glass. Test the float switches and valves. Check the air pumps and condensate pumps operation and amp draw on pump/s.
  - b. An external inspection will be made at least twice more during the year, making a total of three (3) inspections.



## **MAKE UP WATER SYSTEM**

1. Thoroughly wash and clean out the receiver tank/s once each year.
  - a. Remove the drain valve, flush loose mud and scale from bottom tank/so Reinstall drain valve, clean the gauge glass and test the automatic fill valve. Check the make up pump/s operation. Check amp draw on pump/s.
  - b. An external inspection will be made at least twice more during the year, making a total of three (3) inspections.
  - c. Check the operation of the water control valve/s to assure proper opening and shut off.

## **GAS BURNERS**

1. Clean and adjust burner/s once each year.
  - a. Clean the blower wheel, pilot assembly and safety controls.
  - b. Conduct a combination gas analysis of the burner/s and adjust the burner/s for the most efficient and clean combustion and the proper firing rate.

## **AIR HANDLERS**

1. Inspect filters quarterly.
2. Check motor amperage draw.
3. Conduct an external inspection semi annually.

## **UNIT VENTILATORS**

1. Check unit operation (fans & control valves).
2. Check, clean air intake annually.
3. Conduct an external inspection.
4. Inspect filters quarterly.

## **HEATING HW & COOLING CW PUMPS**

1. Check pump operation.
2. Check motor amperage draw.
3. Conduct and external inspection

## **HEAT EXCHANGERS**

1. Check shut-off valves for proper operation
2. Check steam trap assembly for proper operation
3. If waterside pressure gauges are not available, test the tube bundle every three (3) years.
4. Conduct an external inspection.

## **COOLING TOWER & PUMP**

1. Clean tower annually.
2. Flush basin.
3. Check for bacteria growth.
4. Check fan operation.
5. Check motor amperage draw.
6. Check pump operation.
7. Check pump motor amperage draw.
8. Conduct external inspection of tower and pump.

## MISCELLANEOUS EQUIPMENT

1. Check for proper pump or fan operation.
2. Review belt condition semi-annually.
3. Conduct an external inspection quarterly.
4. Check motor amperage draw.
5. Check float operation on sump and sanitary ejector pumps.
6. Clean sump and sanitary sump pits annually.