

July 18, 2024

**HS Extension Boiler
MSA File No. 44023
North Rockland High School Extension**

SED No. 50-02-01-06-0-007-016

NOTICE TO BIDDERS

Re: **ADDENDUM NO. 1**

THE FOLLOWING REVISIONS TO THE PROJECT MANUAL AND OR THE DRAWINGS REFERENCED HEREIN SHALL BECOME A PART OF THE CONTRACT DOCUMENTS AND SHALL SUPERSEDE ANY PRIOR OR CONFLICTING INFORMATION.

- 1) SEALED BIDS will be received until 2:00 PM. in the office of facilities, on the 25th of July 2024, at the North Rockland Central School District, 65 Chapel Street, Garnerville, NY 10923, at which time and place they will be publicly opened and read. Faxed bids will NOT be accepted. Bids must be in sealed envelope(s) approximately labeled with the following label:
“North Rockland High School Extension Boiler Replacement”
- 2) Deliver Bids to: North Rockland Central School District
65 Chapel Street
Garnerville, NY 10923
- 3) The North Rockland Central School District is exempt from sales tax.
- 4) Requests for information may be emailed to bidding@shilale.com.
- 5) Requests for additional site visits may be emailed to bidding@shilale.com. We will coordinate with the District for additional visits if required.
- 6) Please provide contact information for the BMS vendor.
Answer: Siemens. The district will purchase controls portion of this project directly with Siemens. HVAC Contractor shall coordinate.
- 7) Please provide contact information for the building’s roofer.
Answer: Stevens Roofing in Central Valley, NY.
- 8) See attached list of equipment to be provided by Siemens directly purchased by District.
- 9) HVAC Contractor will be accepting owner supplied materials curb side deliver on site outside of boiler room.
- 10) All items required to be removed/demolished that are not required to be abated shall be removed by the HVAC Contractor. HVAC Contractor shall be required to verify and coordinate with Abatement Contractor.
- 11) HVAC Contractor to include removal/scraping of existing paint on walls and floors for new paint. Contractor to provide color samples for District/Architect review.

Floors – Existing Concrete Slab Substrate:

Primer: follow manufacture requirements for surface preparation
2 Coats: Benjamin Moore, insl-x sure step

Walls - CMU Existing Substrates:

Follow manufacture recommendations on masonry wall preparation.

Primer: Sherwin Williams B51W00620 - PrepRite® ProBlock® Interior/Exterior Latex Primer/Sealer
2 Coats: Sherwin Williams S26W00051 - Scuff Tuff Interior Waterbased Enamel Semi-Gloss

12) HVAC Contractor to remove existing lighting and provide/install twelve (12) new 2x4 high-bay, suspended light fixtures. Lithonia I-BEAM IBE High Bay Fixture, 5000K, 12000 LM, pendent mount. Final location to be confirmed on site by District/Architect.

13) HVAC Contractor shall provide and install two (2) new wall mounted exit/emergency light combo fixtures with self-contained battery back-up at each exit. Contractor to also provide and install two (2) new wall-mounted emergency lights with self-contained battery back-up. Final location to be confirmed on site by District/Architect. Submit cut sheets for review.

14) The summary of work on drawing M001 – letter “D” states remove existing dual fuel cast iron boilers and replace with two new gas fired condensing boiler etc. Alternate 3 on the bid form and spec is for the HVAC contractor to perform existing boiler demolition and abatement. Is this work an alternate or in the base bid? Additionally, abatement is listed under OFCI, 016400 – 4, 3.4 **List of Owner Furnished Products**. If abatement is not the responsibility of the owner, is it alternate work or base bid work? Please advise.

Answer: Referencing “C” not “D”. Owner is intending on purchasing abatement services on state contract. Alternate No 3 is for HVAC contractor to provide a price or abatement service if the owner would like to accept alternate no. 3 and not purchase abatement services on state contract.

15) Please advise what equipment/accessories are included with the OFCI boilers.

Answer: Specification 016400 is revised referencing Siemens proposal and list of equipment provided by the owner. Any equipment not indicated on the Siemens schedule is to be provided and installed by the HVAC Contractor.

16) Please advise what equipment/accessories are included with the OFCI circulator pump package.

Answer: Attached proposals from Siemens indicate materials and services provided by the owner. All additional accessories and labor are required to be in the HVAC Contractors bid.

17) The list of OFCI products includes removal of oil tank and site restoration and removal of interior oil tank devices. Drawing T101 shows decommission and removal of underground oil storage tank is in the “base bid” and “bid alternate” is to decommission underground oil storage tank and remain in place and fill in lieu of removal. Additionally, there is no alternate #2 in the alternate spec or on the bid. Please advise if there is an alternate work as it pertains to the oil storage tank.

Answer: Alternate No. 2 was to decommission the existing oil tank and tank remain in place. All oil tank work will be contracted by the owner under state contract with a oil tank removal company. HVAC Contractor shall not bid on this scope. Alternate No. 2 is not used.

18) Drawing list M-001, M-002, M-003, MD-101, MD-102, MD-103, M-101, M-102, M-301, M-401, M-501, M-502, M-503 have been revised with revision 3. These reflect piping revisions etc.

19) Find attached construction schedule.

END OF ADDENDUM NO. 1

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Addendum No. 1.doc



SURE STEP®

100% ACRYLIC LATEX ANTI-SLIP COATING
CSU-0XXX

Features

- Skid Resistant
- Exceptional Color Retention
- Abrasion Resistant
- Resistant to Ponding Water
- Fills and Seals minor surface cracks
- Fast Drying

General Description

Sure Step® Anti-Slip Coating provides a durable skid resistant finish for interior or exterior application. Imparts excellent color retention, abrasion resistance and resistance to ponding water. Sure Step® is water reduced which allows for fast dry plus easy application and clean up. Available in 5 ready mixed colors and white. Sure Step® can be exposed to light foot traffic 24 hours after application of the final coat. Allow 4-5 days for heavier or continuous foot traffic. Sure Step® coating is formulated to have high slip resistance for areas that require extra skid resistance.

Recommended For

Walking surfaces such as tennis courts, patios, walkways, steps, pool decks and areas subjected to foot traffic.

Limitations

- On exterior applications, do not apply when rain is threatening.
- Not for immersion service.
- Do not use on garage floors or other surfaces that will be driven on.

Product Information

Colors — Standard:

CSU-1100, Tintable White	CSU-0789, Pine Green
CSU-0308, Gray Pearl	CSU-0922, Desert Sand
CSU-0310, Light Gray	CSU-0998, Saddle Brown
CSU-0505, Tile Red	

— Tint Bases:

CSU-1100, Tintable White
CSU-0002, Accent Base

Tint with Benjamin Moore® Gennex®, Color Preview® or Universal colorants

— Special Colors:

Contact your retailer

Certification & Qualifications:

The product supported by this data sheet contains a maximum of 100 grams per liter VOC / VOS (0.83 lbs./gal.) excluding water & exempt solvents.

VOC REGION	COMPLIANT
FEDERAL	YES
OTC	YES
OTCII	YES
CARB	YES
CARB07	YES
UTAH	YES
AZMC	YES
SCAQMD	NO

Technical Assistance:

Available through your local authorized independent Insl-x retailer. For the location of the retailer nearest you, call 1-866-708-9180, or visit www.benjaminmoore.com/inslx

Technical Data◇

Vehicle Type	Acrylic Copolymer
Pigment Type	Titanium Dioxide
Volume Solids	39 ± 2%
Coverage per Gallon at Recommended Film Thickness	80 – 120 Sq. Ft.
Recommended Film Thickness	– Wet 19.0 mils – Dry 7.4 mils
Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.	
Dry Time @ 77 °F (25 °C) @ 50% RH	– Tack Free 1 – 2 Hours – To Recoat 8 Hours – Light Foot Traffic 24 Hours – Heavy Foot Traffic 4 – 5 Days
High humidity and cool temperatures will result in longer dry, recoat and service times.	
Dries By	Evaporation
Viscosity	105 – 110 KU
Flash Point	200 °F or greater (TT-P-141, Method 4293)
Gloss / Sheen	Flat (<10 @ 85°)
Surface Temperature at Application	– Min. 55 °F – Max. 90 °F
Thin With	Do Not Thin
Clean Up Thinner	Warm, Soapy Water
Weight Per Gallon	11.6 lbs.
Storage Temperature	– Min. 45 °F – Max. 95 °F

Volatile Organic Compounds (VOC)

95 g/L 0.79 Lbs./Gallon

◇ Reported values are for Tintable White.

Sure Step® 100% Acrylic Latex Anti-Slip Coating CSU-0XXX

Surface Preparation

CONCRETE: UNCOATED CONCRETE: All fully cured and uncoated concrete must be clean, dry and free of oil, grease, dirt, curing compounds or other foreign matter that could interfere with penetration and adhesion. Grease, release agents and dirt can be removed by scrubbing the surface with an Oil and Grease Emulsifier. Rinse well with clean water. To neutralize uncoated concrete, etch the surface with a concrete etcher. Follow all label instructions carefully. A properly etched concrete surface should exhibit the texture of fine sandpaper. Sure Step® is self – priming on bare concrete.

PREVIOUSLY COATED CONCRETE: Remove all oil, grease, dirt or other foreign matter by scrubbing the surface with an Oil and Grease Emulsifier. Rinse well with clean water and allow it to dry. Remove loose, flaking paint by scraping or power washing. Glossy surfaces must be dulled by sanding.

ASPHALT: UNCOATED ASPHALT: Newly laid asphalt surfaces should be allowed to cure 45 to 60 days before coating. This curing time frame is necessary for all the solvents in the asphalt to evaporate. The surface must be free of dirt, loose gravel, oil or other foreign matter that could be detrimental to coating adhesion. Any oil or grease spots must be treated with an Oil and Grease Emulsifier. Best results for general preparation will be obtained by power washing; however, conscientious sweeping and water hose rinsing may suffice. Sure Step® is self – priming on bare asphalt.

PREVIOUSLY COATED ASPHALT: All dirt, dust, mildew, loose gravel and flaking paint should be removed by power washing. Any oil or grease spots must be treated with an Oil and Grease Emulsifier. Repairs should be made to cracked, crumbling or delaminating asphalt surfaces.

WOOD: UNCOATED WOOD: Remove all dirt, dust, mildew or loose wood fibers by power washing. Allow surface to dry thoroughly. Prime uncoated wood with an oil based primer. Prime uncoated wood with an acrylic or oil-based primer.

PREVIOUSLY COATED WOOD: Remove all dirt, dust, chalk, mildew or flaking paint by power washing. An alternate method is to scrape, wire brush, wash the surface with a solution of one part bleach* to three parts water, then rinse thoroughly with clean water and allow it to dry.

*Follow bleach manufacturer's instructions for safe handling and use of bleach solution.

FERROUS METAL: UNCOATED METAL: Surface must be clean, dry and free of form oils, rust and mill scale. Any oily residue must be removed by solvent washing. Rust and mill scale must be removed by aggregate blasting or conscientious power hand tool cleaning. Prime uncoated metal with an acrylic metal primer.

PREVIOUSLY COATED METAL: Surface must be clean, dry and free of dirt, dust, chalk, rust, mill scale and flaking paint. Commercial blast cleaning SSPC-SP 6 or power tool method SSPC-SP 2 are acceptable. Any tight adhering paint, with a gloss or semi-gloss sheen, must be dulled by sanding. Spot prime bare areas.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Application

Sure Step® may be easily applied by roller, brush or squeegee. Stir contents thoroughly to assure even dispersion of pigment. Apply product at a rate of 80 to 120 square feet per gallon. May be recoated in 8 hours under good drying conditions. **Two coats of Sure Step® are required for proper performance.** Do not apply if rain is threatening. Apply when surface and ambient temperature are above 55 °F and below 90 °F. Avoid paint application outside when weather conditions are threatening, and late in the afternoon when there is a threat of moisture condensing on wet paint. Do not paint if surface temperature is within 5 °F of the dew point.

Roller Application: Use a ½" to ¾" roller cover on a 9" frame with an extension handle. Work in areas approximately 5' X 7'. Pour about 1/3 of a gallon out in a looping "S" pattern down the middle of the 5' X 7' area. Next, evenly distribute the paint by lightly rolling the Sure Step® back and forth in slow, smooth strokes. Then, roll at right angles to your previous pass to completely even out the paint film thickness. The last step is the finishing stroke. Starting in the far upper corner set the roller down and with no pressure applied draw it back toward you to the end of the painted area. Then pick up the roller and overlapping your last stroke and continue with the finishing process until the entire 5' X 7' area is covered. Continue by following the same technique with another 5' X 7" area until the job is completed. If Sure Step® sets too quickly (application on a hot, dry day) it may be advisable to thin with water or pre-wet the surface with a hose.

Brush Application: Sure Step® can be applied by brush. This type of application should be limited to small areas such as steps or trimming out the edges of larger areas before using a squeegee or roller.

Clean Up

Clean tools and equipment immediately with soap and warm water.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental Health & Safety Information

WARNING!

HARMFUL IF SWALLOWED. CAUSES IRRITATION TO RESPIRATORY TRACT

Cancer Hazard. Contains Crystalline Silica that can cause cancer when in respirable form (spray mist or sanding dust).

Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING: Cancer and Reproductive Harm–

www.P65Warnings.ca.gov

Refer to the product label & Safety Data Sheet for product specific information.

WARNING: This product contains isothiazolinone compounds at levels of <0.1%. These substances are biocides commonly found in most paints and a variety of personal care products as a preservative. Certain individuals may be sensitive or allergic to these substances, even at low levels.

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under "Clean up".

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for
additional health and safety information.**



Catalog Number
Notes
Type

Contractor Select™

IBE

LED High Bay



The right selection for your basic, affordable warehouse lighting - the I-BEAM® IBE LED luminaire gives budget-conscious customers a reliable LED solution featuring 6kV surge protection standard. The I-BEAM® IBE LED is designed to meet the challenges of warehouse and light industrial applications.

FEATURES:

- Robust 6kV surge protection standard, meeting the ANSI standard for Industrial Environments
- UL listed to 45°C ambient with a thermal management system allowing for safe operation during times when temperatures rise up to 55°C*
- Save up to 60% in energy and maintenance costs over traditional sources
- Compact 2' housing



*Prolonged use at 55°C may impact long-term performance

Catalog Number	UPC	Description	Lumens	Input Watts	CCT	CRI	Voltage	Distribution	Pallet Qty.
IBE 12LM MVOLT 40K	00191848491010	IBE LED High Bay	11,306	83W	4000K	80CRI	120-277V	Medium	54
IBE 12LM MVOLT 50K	00191848491096	IBE LED High Bay	11,652	83W	5000K	80CRI	120-277V	Medium	54
IBE 15LM MVOLT 40K	00191848194133	IBE LED High Bay	13,966	107W	4000K	80CRI	120-277V	Medium	54
IBE 15LM MVOLT 50K	00191848491058	IBE LED High Bay	14,394	107W	5000K	80CRI	120-277V	Medium	54
IBE 18LM MVOLT 40K	00191848491027	IBE LED High Bay	17,762	137W	4000K	80CRI	120-277V	Medium	54
IBE 18LM MVOLT 50K	00191848491072	IBE LED High Bay	18,306	137W	5000K	80CRI	120-277V	Medium	54
IBE 22LM MVOLT 40K	00191848491195	IBE LED High Bay	21,067	166W	4000K	80CRI	120-277V	Medium	54
IBE 22LM MVOLT 50K	00191848491133	IBE LED High Bay	21,712	166W	5000K	80CRI	120-277V	Medium	54

More configurations are available. [Click here](#) or visit www.acuitybrands.com and search for IBE LED.

Accessories: Order as separate catalog number.	
Mounting	
IBAC120 M100	Aircraft cable 10' with hook (one pair)
IBAC240 M75	Aircraft cable 20' with hook (one pair)
IBLPMP	Pendant monopoint splice box, includes side covers
IBLPMPHB	Pendant monopoint splice box, includes side covers (3/4" hub)
THUN	Tong hanger bracket (order 2 per fixture) ¹
Wire guards	
WGIBE	Wire guard

NOTES

1. For use in applications with ambient temperatures up to 35°C for 12000LM - 22000LM fixtures.



Specifications

INTENDED USE:

Ideal one-for-one replacement of conventional lighting systems such as HID and fluorescent. For use in light Industrial applications such as warehousing and other large indoor spaces with mounting heights ranging from 10' - permitted. **Certain airborne contaminants can diminish integrity of acrylic and/or polycarbonate.** [Click here for Acrylic-Polycarbonate Compatibility table for suitable uses.](#)

Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. [Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.](#)

CONSTRUCTION:

Solid aluminum channel enables superior thermal performance at warm ambient temperatures.

Textured semi-diffuse, acrylic lens provides glare control and LED protection.

ELECTRICAL:

70% lumen maintenance at >100,000 hours.

Thermally protected driver standard with 0-10V dimming. Luminaire Surge Protection Level: Designed to withstand up to 6kV/3kA per ANSI C82.77-5-2015.

INSTALLATION:

Fixture suitable for suspension by chain, cable, surface-mounting bracket, hook monopoint or single (pendant) monopoint. One pair of 36" long chain hangers (HC36) are included with fixture. Surface mounting not recommended but 2" offset mounting can be accomplished with the optional THUN mounting bracket. To maintain ambient listing, fixture should be mounted at a minimum plenum height of 18".

LISTINGS:

UL, CUL listed. Damp location listed. Listed for use in ambient operating temperatures from -40°C to 45°C. Thermal management system allows for safe operation during times when temperatures rise to 55°C*.

GOVERNMENT PROCUREMENT:

BAA - Product with the BAA option qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America regulations. BABA - Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act. Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY:

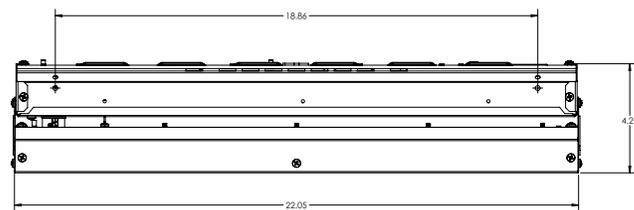
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

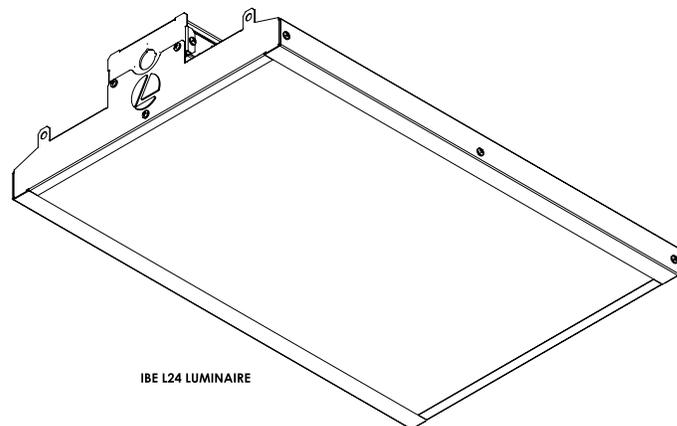
*Prolonged use at 55°C may impact long-term performance

Dimensions

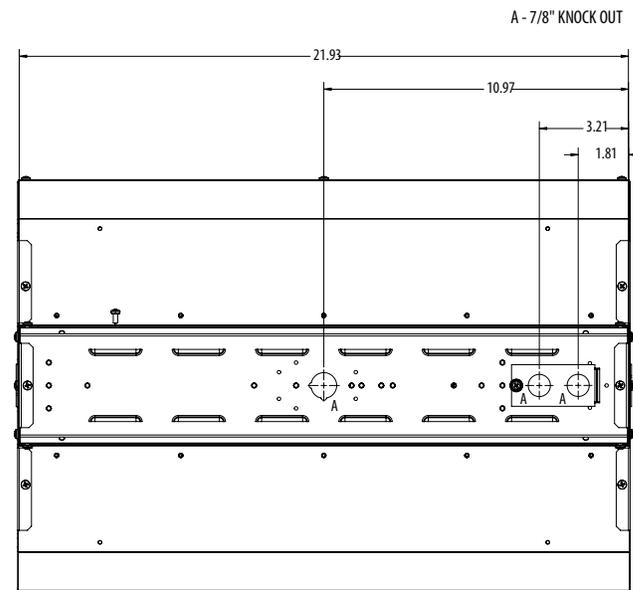
All dimensions are inches (centimeters) unless otherwise indicated.



IBE L24 LUMINAIRE



IBE L24 LUMINAIRE



IBE L24 LUMINAIRE



Siemens Industry, Inc.

Proposal

North Rockland School District
Attn: Mike Senno

Date: 7/17/24
Proposal #: NRSD071724
Limiting Date: 30 Days

Project: North Rockland High School Extension Boiler Replacement
Location: North Rockland School District

Proposal: Siemens Industry, Inc. is pleased to provide the following—
The detail scope of work with clarifications and/or exclusions for this project is attached for your review and approval. Our terms and conditions are also attached for your review.

Net Price: \$ _____

- Remarks: 1 Net pricing is based upon receiving 15% for mobilization. 15% is due for mobilization upon receipt of the invoice. Special discounts are available for 50% and 100% upfront payment.
- 2 We do not include Liquidated, Indirect, or Consequential Damages.

- TAX
- 3 This is a taxable project - Tax will be added to the invoice
 - This is a capital improvement project - Certificate to be provided by the purchaser or tax will be added to the invoices
 - This is a tax exempt project – Certificate to be provided by the purchaser or tax will be added to the invoices

Proposal Accepted:
Siemens Industry, Inc. is authorized to proceed with the work as proposed.

Proposal Submitted:
Siemens Industry, Inc.,

Purchaser _____

Seller Siemens Industry, Inc.

By _____

By Kathleen Wescott / Joseph Ponso

Title _____

Title Account Executives

Date _____

Date July 17, 2024

Signature _____

Signature _____

Siemens Industry, Inc.
Smart Infrastructure
412 Mt. Kemble Ave Suite 200S
Morristown, NJ 07960

Email: kathleen.wescott@siemens.com
joseph.ponso@siemens.com
Tel: (973) 332-0763

Scope of Work:

- A. Safe off existing wiring to the existing boiler (start/stop, status and alarm) prior to demo.
- B. New conduit and wire to new sensors and new boilers.
- C. Provide new point modules to be added to the existing Siemens panel to remain.
- D. All new points to be wired back to the existing Siemen Panel.
- E. New Bacnet MSTP communication wire to be run to the new Boilers B-1,2. Boilers to be provided with Bacnet MSTP communication.
- F. The IWH-1 is not capable of Bacnet communication. Siemens will provide and install a domestic water leaving temperature sensor to monitor the temperature of the water supplied to the building. **The mechanical contractor should add a well for this sensor.**
- G. The following sensors are to be provided (**wells to be installed by the Mechanical Contractor**):
 - i. Boiler 1 hot water supply temperature
 - ii. Boiler 2 hot water supply temperature
 - iii. Common hot water return temperature
 - iv. Zone 1 hot water supply temperature
 - v. Zone 2 hot water supply temperature
 - vi. Pump 3 hot water supply temperature
 - vii. Pump 4 hot water supply temperature
 - viii. IWH-1 hot water supply temperature
 - ix. IWH-1 hot water return temperature
- H. The following sensors are to be provided (**taps with hand valve to be installed by the Mechanical Contractor**):
 - i. Common hot water return pressure
 - ii. Zone 1 hot water supply pressure
 - iii. Zone 2 hot water supply pressure
- I. Start/stop and status control of pump P-4.
- J. Control of existing pumps P-1,2,3 to remain. Existing VFD's to remain.
- K. Provide and install a carbon monoxide sensor for the boiler room. To be wired directly to the shutdown of the boilers. Siemens to monitor a dry contact alarm at the BAS.
- L. Provide and install (2) break glass switches (one at each entrance to the boiler room) to be wired directly to the shutdown of the boilers.
- M. Outside air temperature sensor is existing to remain.
- N. Provide a 4" 3-way mixing valve **to be installed by Mechanical Contractor.**
- O. Electrical subcontractor is to be provided for the wiring and installation.
- P. Technician, Design and project management labor is provided in this proposal.
- Q. Existing graphics to be updated on the existing Siemens Insight system.
- R. Siemens to provide submittals and as-built documentation.
- S. Proposal is based on drawings M-001, M-002, M-003, MD-101, MD-102, MD-103, M-101, M-102, M-301, M-401, M-501, M-502, M-503 dated 5/31/24.
- T. Project schedule is summer 2024, completion by October 15.

- U. Pricing is according to the Siemens OGS Contract Schedule.
- V. Excludes replacing work associated with replacing P-1,2 (see alternate).

Alternate 1 \$4,615.70 plus applicable taxes

- A. Mechanical contractor to replace P-1,2 in kind. Existing VFD's to remain as per Architect & Engineer on site visit 7/16/24.
- B. Safe off control wiring prior to demo.
- C. Reconnect existing wiring after new pump installed.
- D. Testing of operation once completed.

A. Specifically Included by Siemens:

- A. Extension and connection to the existing Siemens Building Management System.
- B. Project management and supervision
- C. One-year warranty

B. Specifically Excluded by Siemens:

- A. General contractor work including but not limited to cutting, patching and painting.
- B. Opening and closing of sheetrock ceilings.
- C. Repair and replacement of ceiling tiles damaged during installation of work.
- D. Pitch pockets and/or roof penetrations.
- E. Air and water balancing.
- F. Work in areas with asbestos.
- G. Demolition work, removal of old panels, devices, controls and control lines.
- H. Overtime, standby and temporary labor.
- I. **Per Project Aggregate Insurance.**
- J. **Performance, Payment and bid bonds**
- K. Permits and Fees.
- L. Excludes fire watch.
- M. Excludes rigid conduit, all wire to be run plenum rated where applicable, if conduit is necessary EMT to be provided.
- N. Excludes providing, installing and wiring a new damper actuator for the fresh air damper/louver.
- O. Excludes demo and removal of the existing control panels for the fuel oil system and draft fan controls.

C. Payment Terms:

- A. Net 30 days after receipt of invoice as progress payment.

D. Tax Status:

No.: NRS071724
Date: July 17, 2024

Siemens Industry, Inc.

A. Tax will be added if tax certificate or exempt certificate is not provided with the order.

SIEMENS RAM PROJECTS BUSINESS STANDARD TERMS AND CONDITIONS

PREAMBLE

THESE STANDARD TERMS AND CONDITIONS entered into by and between the entity identified in Siemens' proposal ("Buyer" or "Customer") and **Siemens Industry, Inc.**, a Delaware Corporation ("Siemens"), are effective as of the Effective Date hereof. These Standard Terms and Conditions incorporate Siemens' proposal (the "Proposal").

ARTICLE 1 **DEFINITIONS**

As used in this Agreement, the following terms have the meanings set forth below:

"Agreement" has the meaning set forth in Article 18.1.

"Affiliate" means, as to a specified Person, any other Person that, directly or indirectly, controls or is controlled by or is under common control with the Person in question and, with respect to Siemens or Buyer, is not a competitor of, or in litigation or arbitration with, Siemens or Buyer, as the case may be.

"Applicable Laws" means all applicable laws, including Environmental Laws, treaties, ordinances, rules, regulations and interpretations of any Governmental Authority having jurisdiction over the design, engineering, fabrication, manufacturing, delivery, assembly, erection, installation, and/or the performance of the Parties' obligations under this Agreement.

"Applicable Permits" means the permits, clearances, licenses, authorizations, consents, filings, exemptions or approvals from or required by any Governmental Authority that are necessary for the performance of the Parties' obligations under this Agreement.

"Asbestos" shall mean and include chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered.

"Buyer Caused Delay" means any delay in Siemens' or its Subcontractors' performance of the Work which is caused by (i) Buyer's or any Buyer Party's failure to timely perform its obligations under this Agreement, or (ii) any other event or cause which is beyond the control or not the responsibility of Siemens or any of its Subcontractors, and is not otherwise a Force Majeure Event.

"Buyer Party" or **"Buyer Parties"** means Buyer, any Affiliate of Buyer, and any of their respective contractors, subcontractors, employees, laborers, materialmen, agents or representatives which is not a competitor of Siemens.

"Contract Price" means the cumulative price payable by Buyer with respect to all Work which Siemens shall perform or provide in connection with this Agreement, as the same is set forth in Section 4.1 of this Agreement.

"Convenience Termination Payment" has the meaning set forth in Section 13.2.

"Deliverables" means collectively, (a) any Equipment and any Software deliverable to Buyer from Siemens in connection with the Work, and (b) any Work Product.

"Effective Date" means the last date on which this Agreement became fully executed (either electronically or otherwise).

"Environmental Laws" means applicable national, state, commonwealth, provincial, municipal, and local laws as well as all rules, regulations, codes, standards, permits, directives, or ordinances that impose liability or standards of conduct (including disclosure or notification requirements) concerning the protection of human health or the environment, including, without limitation, all laws affecting, controlling, limiting, regulating, pertaining, or relating to the manufacture, possession, presence, use, generation, storage, transportation, detection, monitoring, treatment, Release, disposal, abatement, cleanup, removal, remediation, or handling of Hazardous Materials.

“Equipment” means the installed physical equipment to be provided by Siemens as described in greater detail in the Proposal.

“Event of Default” has the meaning set forth in Section 13.1.

“Final Completion Date” means that the date on which all the Work has been completed including all punch list items.

“Force Majeure Event” has the meaning set forth in Section 10.2.

“Governmental Authority” means any federal, state, local or other governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity, or any political subdivision thereof, having legal jurisdiction over the matter or Person in question.

“Hazardous Materials” means any material, substance, or waste, that, by reason of its composition or characteristics, is hazardous to human health and/or the environment, including any “solid waste” or “hazardous waste,” as those terms are defined by the Resource Conservation and Recovery Act of 1976, as amended, any “hazardous substance,” as that term is defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and any other hazardous, toxic or radioactive chemical, waste, byproduct, pollutant, contaminant, compound, product, material or substance, including without limitation, Asbestos, Asbestos containing materials (“ACM”), polychlorinated biphenyls, petroleum (including crude oil or any fraction or byproduct thereof), hydrocarbons, radon, urea, urea formaldehyde, and any other material that is prohibited, controlled, limited or regulated in any manner under any Environmental Laws.

“Import Duties” means any taxes, customs duties, tariffs, fees, imposts and governmental charges of any kind that are payable upon or in relation to the importation of the components of the Equipment into the Country where the Work is to occur. Import Duties do not include any property, license, privilege, sales, use, excise, value added, gross receipts (including any business, occupation or similar taxes) and/or transactional taxes now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment, or their sale, their value or their use, or any services performed in connection therewith imposed by any federal, state or local Governmental Authority in the location where the Work is to be performed.

“Indemnitor” has the meaning set forth in Section 14.1.

“Indemnitee” has the meaning set forth in Section 14.1.

“Notice to Proceed” shall mean the written notice issued by Buyer to Siemens stating that Siemens may begin the Work.

“Party” or “Parties” means, respectively, Buyer, Siemens or both, as the context requires.

“Patent Cooperation Treaty” means an international patent law treaty, concluded in 1970, that provides a unified procedure for filing patent applications to protect inventions in each of its more than one hundred and forty-five (145) contracting states.

“Person” or “Persons” means any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof.

“Proposal” means the document that is made part of this Agreement that describes the Work and the pricing applicable to the Project.

“Project” is as identified in the Proposal.

“Project Site” means the particular site designated by Buyer on which the Project shall be located.

“Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of any Hazardous Materials into the environment, including the abandonment or discard of barrels, containers, and other closed receptacles containing any Hazardous Materials.

“Siemens Parties” means Siemens, any Affiliate of Siemens, and any of their respective Subcontractors, employees, laborers, materialmen, agents or representatives, and “Siemens Party” means any of the foregoing.

“Software” means any software that is owned or licensed by Siemens or its Affiliates and that is separately deliverable for use in the Equipment or in a computer system owned by Buyer or is delivered as firmware embedded in the Equipment.

“Subcontractor(s)” means any Person of any tier supplying material, equipment, labor, goods or services to Siemens in connection with the Work and obligations of Siemens under the Agreement.

“Substantial Completion” or “Substantially Complete” means that the Work, or any identifiable portion thereof, is sufficiently complete, in accordance with the provisions of this Agreement relating to the scope of the Work, such that the Buyer will be able to realize from such Work substantially all of the practical benefits intended to be gained therefrom, or otherwise employ the Work for its intended purpose with only punch list items remaining.

“Termination for Cause” has the meaning set forth in Section 13.1.

“Warranty” or “Warranties” has the meaning set forth in Section 9.1.

“Warranty Period” has the meaning set forth in Section 9.4.

“Work” means Siemens’ scope of work with respect to the Equipment, major components, spare parts and associated services and other work supplied by or on account of Siemens and its Subcontractors pursuant to its obligations specified in this Agreement and as identified as Siemens’ responsibility in the Proposal.

“Work Product” means the tangible form of a report or drawing specifically developed for, commissioned by and deliverable to Buyer in connection with the Work to be performed by Siemens under this Agreement

“Work Schedule” means that certain schedule governing Siemens’ provision of the Work as set forth in the Proposal.

ARTICLE 2 PERFORMANCE OF THE WORK AND OBLIGATIONS OF SIEMENS

2.1 Work to be Performed by Siemens.

2.1.1 General.

Buyer hereby retains Siemens as an independent contractor, not an agent or employee of Buyer, to perform and provide, or cause to be performed and provided, and Siemens hereby agrees to perform and provide, or cause to be performed or provided, all of the Work specified as being within Siemens’ scope of Work, all in accordance with the terms and conditions of this Agreement.

2.1.2 Standard of Care,

The Work shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances or conditions.

2.2 Scheduling and Monitoring of Milestones.

Except to the extent that Siemens is entitled to a Scope Change Order or other relief provided for in this Agreement, Siemens shall perform its Work in accordance with the Work Schedule. Further, Siemens shall provide periodic reports to Buyer concerning the status of Siemens’ activities, including information pertaining to the progress of the Work and any circumstances known at the time of reporting which could be anticipated to cause a material deviation from the Work Schedule.

2.3 Siemens Documents.

Except as otherwise provided in this Agreement, within fifteen (15) days of receipt of any Siemens document required to be submitted to Buyer for review under this Agreement, Buyer shall notify Siemens

of any resulting comments or questions. If Buyer fails to respond within such period, then such drawing or document shall be deemed to have been reviewed and approved by Buyer as submitted. Siemens shall, within fifteen (15) days of Buyer's notification of any comments or questions on any Siemens document respond to Buyer's comments or questions, provided that Siemens shall not be required to change the design of the Equipment pursuant to such Buyer comments or questions.

2.4 Permits.

Siemens shall obtain and maintain the Applicable Permits required to be obtained by Siemens in its name to perform the Work under Applicable Laws (the "Siemens Permits"). If any Siemens Permit (or application therefor) requires action by Buyer, Buyer shall, upon the request of Siemens, take such action as is reasonably appropriate.

2.5 Siemens' Labor.

Siemens shall be responsible for the conduct and deeds of its labor and its Subcontractor's labor in the performance of the Work under this Agreement. However, Siemens shall not interfere with any members of any police, military or security force in the execution of their duties.

2.6 Safety

Siemens may suspend its performance of the Work at the Project Site, if, in the reasonable opinion of Siemens, based upon industry standards and Siemens' applicable safety programs, conditions at the Project Site for which Siemens is not responsible become unsafe for the continued performance of the Work and such conditions are not rectified by Buyer immediately. Siemens shall resume its performance of the Work promptly after the unsafe conditions are rectified by Buyer. Siemens shall be entitled to a Scope Change Order to compensate Siemens for the increased cost of its performance and/or schedule delay resulting from such suspension of the Work.

ARTICLE 3 **SUBCONTRACTORS**

Buyer acknowledges that Siemens intends to have portions of the Work performed by Subcontractors qualified to perform such Work pursuant to written subcontracts between Siemens and such Subcontractors. No contractual relationship shall exist between Buyer and any Subcontractor with respect to the Work. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Buyer, or their work, or to provide the means, methods or sequence of their work or to stop their work.

ARTICLE 4 **CONTRACT PRICE AND PAYMENTS TO SIEMENS**

4.1 Contract Price and Payment.

The total Contract Price is as set forth and defined more specifically in the Proposal. Buyer shall pay the total Contract Price to Siemens in accordance with the Proposal. Each payment, except for the initial payment, shall be made by wire transfer, pursuant to wire transfer instructions to be provided by Siemens to Buyer, within thirty (30) days from the date of the Siemens invoice therefor or by such other payment method acceptable to Siemens.

The Contract Price is based upon Buyer performing its obligations set forth in this Agreement.

The Contract Price, schedule, warranty and guarantee obligations are based upon unrestricted working hours at, and free access seven (7) days a week, twenty-four (24) hours a day, to the Project Site, including free access to any components requiring assembly by Siemens as part of Siemens' scope of Work.

4.2 Taxes.

The Contract Price does not include, and Buyer agrees to reimburse Siemens for, any Import Duties levied upon the Equipment, or any federal, state, or local (other than net income taxes imposed on Siemens) property, license, privilege, sales, use, excise, value added, gross receipts (including any business, occupation or similar taxes) and/or transactional taxes now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment or their sale, their value or their use, or any

services performed in connection therewith

Should Buyer be exempt from any sales and/or use taxes, it shall provide Siemens with valid exemption documentation upon the Effective Date of the Agreement for the State(s) in which the delivery of the Equipment shall take place. Siemens shall not collect sales and/or use taxes from Buyer if Siemens is provided such valid exemption documentation for its files.

4.3 Disputed Invoices.

If there is any dispute about any amount invoiced by Siemens, the amount not in dispute shall be promptly paid and any disputed amount that is ultimately determined to have been payable shall be paid with interest calculated at the rate of one and one-half percent (1.5%) per month, limited by the maximum rate permitted by Applicable Law. The date of the original invoice on which there was a disputed amount shall determine the date upon which the disputed amount first became due and payable, irrespective of whether any subsequent invoice is issued or reissued in connection with the resolution and payment of the disputed amount.

ARTICLE 5 **BUYER'S RESPONSIBILITIES**

5.1 Buyer shall, at its own cost, do the following:

- (a) Designate a contact person with authority to make decisions for the Buyer regarding the Work and provide Siemens with information sufficient to contact such person in an emergency;
- b) Coordinate the work of contractors under Buyer's sole control so as not to disrupt the Work proceeding in an efficient manner;
- (c) Provide or arrange for 24-hour, 7-day per week access and make all reasonable provisions for Siemens to enter any Project Site where Work is to be performed so that Work may proceed in an efficient manner;
- (d) Provide for security for all components of the Work, materials, supplies, other equipment required to assemble, erect, install and commission the Work, and any other property owned or leased by Buyer, Siemens or any of its Subcontractors located at the Project Site;
- (e) Permit Siemens to control and/or operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work;
- (f) Furnish Siemens with blueprints, surveys, legal descriptions, waste management plans and all other available information pertinent to the Work and any Project Site where the Work is to be performed as may be reasonably requested by Siemens;
- (g) Furnish Siemens with all approvals, permits and consents from Governmental Authorities and others as may be required for performance of the Work, except for Siemens Permits;
- (h) Comply with Applicable Law and provide any notices required to be given to any Governmental Authority in connection with the Work, except such notices Siemens has expressly agreed in writing to give;
- (i) Furnish Siemens with any contingency plans, safety programs and other policies, plans or programs related to any Project Site where the Work is to be performed; and
- (j) Provide and maintain at the Project Site: (1) suitable electrical service, including clean, stable, properly conditioned power, to all Equipment; (2) telephone lines, capacity and connectivity as required by such Equipment; and (3) heat, light, air conditioning or other environmental controls, and other utilities in accordance with the specifications for the Equipment.

5.2. Export Import Compliance.

Buyer acknowledges that Siemens is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Equipment, including any export / import license requirements. Buyer agrees that Equipment will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in

non-compliance with any export / import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

ARTICLE 6 **HAZARDOUS MATERIALS**

Prior to any Work being conducted at the Project Site, Buyer shall: (a) identify to Siemens the presence, location and quantity of ACM at the Project Site; and (b) either certify that the work area associated with Siemens' scope of Work is free of ACM or take such action as may be required under Environmental Laws to abate the ACM and, thereafter, certify that the work area associated with Siemens' scope of Work is free of ACM. Siemens makes no representation that it is licensed to abate ACM and shall not be obligated to install, disturb, handle, or remove any ACM.

Buyer represents and warrants that, prior to the execution of this Agreement, Buyer has notified Siemens in writing of any and all Hazardous Materials known to be present on the Project Site and has: (a) expressly identified the nature and location of such Hazardous Materials to Siemens, including the provision of a map identifying the same; and (b) provided a copy of any Project Site policies related to such pre-existing Hazardous Materials, including, without limitation, material safety data sheets, chemical hygiene plans, laboratory procedures, or other items covered or required to be disclosed or maintained pursuant to applicable Environmental Laws.

The Work does not include, either directly or indirectly, performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal, or treatment of Hazardous Materials. If any Hazardous Materials, including ACM, are encountered at the Project Site, Siemens shall immediately stop all Work in the affected area and report the condition to Buyer. Buyer shall promptly, in accordance with all applicable Environmental Laws and at its sole cost and expense, remove or render harmless, or take other actions as may be necessary to remediate the hazards associated with any such Hazardous Material, including, without limitation, signing and listing Buyer (or the appropriate Buyer Party) as the generator of the Hazardous Materials on any waste manifest that may be required by Environmental Laws. Siemens' Work in the affected area shall not be resumed until Buyer has complied with the foregoing obligations.

If the existence and remedying of Hazardous Materials at the Project Site results in an increase in Siemens' costs and/or impacts Siemens' ability to meet its obligations, guarantees, or the Work Schedule under the Agreement, Siemens shall be entitled to a Scope Change Order in accordance with the applicable provisions of Article 8, increasing the Contract Price and providing an equitable extension of the Work Schedule and other provisions of the Agreement affected thereby or otherwise affected by Buyer's non-compliance, commensurate with the time reasonably required to overcome such delay and added cost, including without limitation, overtime charges for labor and equipment.

Buyer, on behalf of itself, all Buyer Parties, and the predecessors and successors in interest, insurers, and assigns of each of them, shall defend, release, indemnify and hold harmless Siemens, all Siemens Parties and the successors and assigns of each of them from and against any and all liability arising under Environmental Laws or as a result of any Hazardous Materials at or any environmental condition of the Project Site, including, without limitation, fines and penalties, reasonable fees for attorneys, consultants or other professionals, and the costs of reporting, investigation, monitoring, containment, cleanup, storage, disposal, transportation and any other remedial actions arising under applicable Environmental Laws that are incurred by any Indemnitee hereunder for and as a result of: (i) death or bodily injury to any person, (ii) destruction or damage to any property, (iii) contamination of or adverse effects on the environment, including a Release of any kind, (iv) any violation by Buyer or any Buyer Party of Environmental Laws, and/or (v) a breach by Buyer or any Buyer Party of any legal duty arising under applicable Environmental Laws or any obligations under the environmental provisions of this Agreement. This release and indemnity shall survive the termination or expiration of this Agreement and shall be construed as broadly as possible under applicable Environmental Laws.

ARTICLE 7 **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS SHALL NOT BE LIABLE TO BUYER, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING

NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM THE OTHER PARTY'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE EQUIPMENT THAT GAVE RISE TO THE CLAIM.

EACH PARTY AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 7 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF EITHER PARTY HAS BEEN ADVISED BY THE OTHER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 7 EXTEND TO EACH PARTYS' AFFILIATES (AND THEIR EMPLOYEES), PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS OF ANY TIER (AND THEIR EMPLOYEES), AGENTS, AND SUCCESSORS AND ASSIGNS.

ARTICLE 8 **CHANGES TO THE WORK**

Siemens shall deliver and/or perform the Work in accordance with the Applicable Laws in effect on the Effective Date. No change will be made to the scope of Work unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications associated therewith. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens may request a change order for an equitable adjustment in the price and time of performance.

ARTICLE 9 **WARRANTY**

9.1. Warranties.

Siemens warrants that: (i) the Equipment is free from defects in material and workmanship; (ii) the Equipment is in compliance with Siemens' Proposal; and (iii) at the time of delivery, Siemens has title to the Equipment free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to Software furnished by Siemens. The sole and exclusive warranties for any Software are set forth in the applicable Software License Agreement or Terms of Use to be provided with the Software.

9.2. Conditions to the Warranties.

The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Equipment after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the Warranty Period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Equipment or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to the Equipment to assess the warranty claims; (vii) Equipment not having been subjected to accident (including Force Majeure), alteration, abuse or misuse; (viii) Buyer not being in default of any payment obligation and (viii) Buyer allowing Siemens the opportunity to review the operating and maintenance records relating to the Equipment and the facility it is incorporated into, if applicable.

9.3. Exclusions from Warranty Coverage.

The Warranties do not apply to any equipment not provided by Siemens under this Agreement.

Any Equipment that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer “as is” with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Equipment (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Equipment will be secure from cyber threats, hacking or similar malicious activity. Equipment that is networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

9.4. Warranty Period.

Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Equipment or eighteen (18) months from shipment (“Warranty Period”). Additionally, absent written notice within the Warranty Period, any use or possession of the Equipment after expiration of the Warranty Period is conclusive evidence that the Warranties have been satisfied.

9.5. Remedies.

Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Equipment, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price applicable to the non-conforming part. The warranty on repaired or replaced parts is limited to the remainder of the original Warranty Period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Equipment; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to Equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Section 9.2 hereof or from their deteriorated condition. All exchanged Equipment replaced under this Warranty will become the property of Siemens.

9.6. Transferability.

The Warranties are only transferable during the Warranty Period and only to the Equipment's initial end-user.

9.7 THE WARRANTIES IN THIS ARTICLE 9 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 7 ABOVE. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

ARTICLE 10 **DELAYS; EXCUSED PERFORMANCE**

10.1 Change in Law and Buyer Caused Delay.

As the Work is performed, conditions may change or circumstances outside Siemens' reasonable control, including without limitation, changes of Applicable Law and Buyer Caused Delays, may develop which would require Siemens to expend additional costs, effort or time to complete the Work, in which case Siemens will notify Buyer and an equitable adjustment will be made to Siemens' Contract Price and Work Schedule pursuant to Article 8. In the event conditions or circumstances require the Work to be suspended or terminated, Siemens shall be compensated for Work performed and for costs reasonably incurred in connection with the suspension or termination.

10.2 Force Majeure.

If Siemens' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government ("Force Majeure Event"), Siemens' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay, and Siemens will get its reasonable costs for such extension of time pursuant to Article 8. Siemens will notify Buyer within a reasonable time after becoming aware of any such delay.

If Siemens is entirely prevented from performing the Work for a time period of one hundred eighty (180) aggregate days as a result of the occurrence of a Force Majeure Event suffered by Siemens, then either Party may terminate this Agreement with respect to the Work that has not been performed by the effective date of such termination at no cost or penalty, other than Buyer's obligation to pay Siemens either (a) the sum set forth in the termination payment schedule if applicable, or (b) that portion of the Contract Price reflecting the amount of Work performed, man hours expended and materials acquired at the date of termination. These charges will also include the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Siemens and its suppliers, and any applicable cost allocated in contemplation of performance. If the Agreement is terminated pursuant to this Section 10.2, then Siemens' remaining warranty and performance guarantee obligations shall automatically terminate.

ARTICLE 11 **INSURANCE**

11.1 Siemens' Insurance Coverage.

- (a) Siemens shall maintain in full force and effect the following insurance coverage and limits specified below commencing ten (10) days after Buyer's issuance of a Notice to Proceed and continuing until the Final Completion Date. Siemens shall provide Buyer applicable insurance certificates of such coverage prior to the shipment of any Equipment to the Project Site or the commencement of any Work at the Project Site. The required limits of insurance may be satisfied with any combination of primary and excess coverage.
- (b) Siemens or Siemens' insurance carrier shall endeavor to provide Buyer with thirty (30) days' prior notice of cancellation, termination or material alteration of any insurance coverage set forth in this Article 11. In addition, Siemens' insurance shall be maintained with insurance companies having an A.M. Best rating of "A-" or better and a financial size category of "VII" or higher (or a comparable rating by any other rating entity reasonably acceptable to Buyer and evidenced by Buyer's written confirmation, which acceptance shall not be unreasonably withheld).
- (c) Siemens has the responsibility and obligation to procure and maintain the following insurance policies:
 - (i) Workers' Compensation Insurance in accordance with Applicable Laws and regulations applicable to the jurisdiction in which the Work is performed;
 - (ii) Employer's Liability Insurance with a limit of One Million Dollars (\$1,000,000) per accident, per employee for occupational disease, and in the aggregate for occupational disease;
 - (iii) Commercial General Liability Insurance with coverage written for bodily injury and broad form property damage on an "occurrence" basis with a limit of One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate. This policy shall include blanket contractual coverage, railroad protective liability coverage, and coverage for premises, operations, explosion, collapse and underground (XCU) hazards, and products/completed operations. Siemens shall name Buyer as an additional insured to the extent bodily injury (including death) or third-party property damage results from the negligent acts or

omissions of Siemens or Siemens' Subcontractors and require that this policy contain a "separation of insureds" clause.

11.2 Subcontractor's Insurance Coverage.

Siemens shall require its Subcontractors performing Work at the Project Site to maintain the types, coverage and limits of insurance which are reasonable in accordance with prudent industry practice and commensurate with the Work to be performed by such Subcontractor.

11.3 Waiver of Rights.

In regard to insurance maintained by either Party, including any property insurance, each such Party hereby waives, for itself and its insurers, all rights of recovery and subrogation which may arise against the other Party and its Affiliates as a result of a payment made by an insurer.

ARTICLE 12 INTELLECTUAL PROPERTY RIGHTS

Siemens shall retain all intellectual property rights in the Deliverables. Upon receipt of all fees, expenses and taxes due in respect of the relevant Work, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy and use the documents included in or with the Deliverables for their intended purpose only. If the Deliverables include Software, then Buyer agrees to take delivery of such Software subject to any applicable Siemens or third-party end-user license agreement (EULA) accompanying such Software, or if no EULA or third-party license accompanies such Siemens' Software, the EULA posted at www.usa.siemens.com/btcpseula (SIEMENS' EULA web site) for such Siemens Software.

ARTICLE 13 DEFAULT, TERMINATION AND SUSPENSION

13.1 Events of Default.

The occurrence of any one or more of the following events shall constitute an Event of Default by a Party hereunder:

- (a) A Party makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding under any Applicable Laws and, in the case of an involuntary proceeding instituted against a Party by a third party, the proceeding is not dismissed or stayed within forty-five (45) days after it is commenced;
- (b) With regard to Buyer, Buyer fails to pay to Siemens any required payment, which failure continues for ten (10) days after receipt of written notice thereof from Siemens;
- (c) A Party has made a material misrepresentation under the Agreement that is likely to have a material adverse effect on its ability to perform its obligations hereunder, and such representation is not made true within thirty (15) days after receipt of written notice thereof from the other Party; or
- (d) A Party is otherwise in material default of any provision of this Agreement or has materially failed to perform its obligations under this Agreement, provided that if such material default of this Agreement or material failure to perform this Agreement can be cured within a commercially reasonable timeframe, the defaulting Party shall be permitted such period of time within which to accomplish such cure, so long as the Party commences such cure efforts within thirty (30) days after written notice from the other Party and thereafter diligently proceeds to complete such cure within such time period.

Upon the occurrence and during the continuation of any Event of Default hereunder, the non-defaulting Party, in addition to its right to pursue any other remedy given under the Agreement, shall have the right to terminate this Agreement upon not less than five (5) days prior written notice to the defaulting Party (a "Termination for Cause"). A Termination for Cause shall be effective upon the sixth (6th) day following delivery of the notice with respect thereto.

13.2 Termination for Buyer's Convenience.

In addition to any other termination rights available to Buyer under this Agreement, Buyer shall have the right to terminate the delivery of Work due to the economic unfeasibility of the Project for Buyer upon fifteen (15) days prior written notice to Siemens. Buyer shall pay Siemens either (a) the sum set forth in the termination payment schedule if applicable, or (b) that portion of the Contract Price reflecting the amount of Work performed, man hours expended and materials acquired at the date of termination. These charges will also include the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Siemens and its suppliers and Subcontractors, and any applicable cost allocated in contemplation of performance (the "Convenience Termination Payment"). All payments of the Contract Price made by Buyer and received by Siemens prior to the date of termination shall be credited toward the Convenience Termination Payment. Siemens shall submit an invoice to Buyer for the Convenience Termination Payment and Buyer shall pay such invoice by wire transfer within thirty (30) days after the date of such invoice. If the Agreement is terminated by Buyer pursuant to this Section 13.2, then Siemens' remaining warranty and performance guarantee obligations shall also automatically terminate.

ARTICLE 14 **INDEMNITIES**

Siemens and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Equipment(s) or Buyer's Project Site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of and shall not acknowledge any third party claims covered by this Article 14. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

ARTICLE 15 **REPRESENTATIONS**

Each Party represents that on the Effective Date:

(a) Organization and Corporate Action.

Siemens is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in the jurisdictions in which the Project is located. Buyer is as identified in the Proposal and is duly organized, validly existing and in good standing under the laws of the State or Commonwealth identified in the Proposal. Each Party has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by the Party of this Agreement have been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by the Party and constitutes the legal, valid and binding obligation of the Party enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

(b) No Violation of Law; Litigation.

It is not in violation of any Applicable Laws or judgment entered by any Governmental Authority which violations, individually or in the aggregate, would materially and adversely affect its performance of any of its obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority now pending or (to the best knowledge of the Party) threatened against the Party which, if

adversely determined, could reasonably be expected to have a material adverse effect on the ability of the Party to perform under this Agreement.

(c) No Breach.

None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof and thereof shall conflict with or result in a breach of, or require any consent under, the charter or by-laws of the Party, or any Applicable Laws or regulation, order, writ, injunction or decree of any court, or any agreement or instrument to which the Party is a party, or by which it is bound, or to which it is subject, or constitute a default under any such agreement or instrument.

ARTICLE 16
PATENT AND COPYRIGHT INFRINGEMENT

Siemens will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Equipment or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Equipment is delivered by Siemens. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Buyer shall not acknowledge any such third-party proceedings defined under this Article 16. Siemens shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' written consent. Siemens is not responsible for any settlement made without its prior written consent. If the Equipment, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement, or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said Equipment; (ii) replace it with substantially equivalent non-infringing Equipment; or (iii) modify the Equipment so it is non-infringing.

Siemens will have no duty or obligation under this Article 16 if the Equipment is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 16.

THIS ARTICLE 16 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

ARTICLE 17
CONFIDENTIALITY

Both during and for a period of ten (10) years after the term of this Agreement, the parties will: (i) treat as confidential all information obtained from the disclosing party, and (ii) use such confidential information for its intended purpose only. Confidential information includes all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing schedule information, technical data, drawings, flow charts, program listings, software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Siemens has the right to share confidential information with its Affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was

previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

Within thirty (30) days from the effective date of termination of this Agreement pursuant to Section 10.2, 13.1 or 13.2, Buyer shall either (a) return to Siemens any of Siemens' confidential information which had been in Buyer's possession (excluding this Agreement), or (b) certify to Siemens that all of Siemens' confidential information which had been in Buyer's possession has been destroyed.

ARTICLE 18 MISCELLANEOUS PROVISIONS

18.1 Entire Agreement.

This agreement, including the Proposal and all Exhibits thereto (the "Agreement") contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and commitments with respect thereto. There are no other understandings, oral or written, nor other terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement. Any modification to the Agreement must be in writing and executed by both Parties.

18.2 Applicable Law and Jurisdiction.

This Agreement is governed by and construed in accordance with the laws of the State or Commonwealth where the Project Site is located, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each Party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a State or Commonwealth in which the Project Site is located. Each Party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

18.3 Notice.

All notices, reports, demands, claims, elections, requests and other official communications required or permitted by this Agreement or by law to be served upon or given to a Party by the other Party shall be in writing signed by the Party giving such notice and shall be deemed duly served, given to and received by the other Party when delivered by first class registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized courier, in each case addressed to those respective representatives of each Party as identified in the Proposal.

The Parties, by like notice in writing, may designate, from time to time, another address, addressee or office to which notices shall be delivered pursuant to this Agreement, which change of address shall become effective five (5) Business Days after delivery of such Notice.

18.4 No Rights in Third Parties.

Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other Person, except as specifically provided herein with respect to Subcontractors.

18.5 Compliance with Laws.

The Parties agree to comply with all Applicable Laws, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Equipment.

18.6 Conflicting Provisions.

In the event of any inconsistencies in this Agreement, the following order of precedence in the interpretation hereof or resolution of such conflict hereunder shall prevail:

- (1) Duly authorized and executed Scope Change Orders and written amendments to the Agreement executed by both Parties, with the latest ones having precedence over the earlier ones;
- (2) This Agreement.

Any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the Parties. Siemens' failure to object to any such additional, different or conflicting terms does not operate as a waiver of the terms of this Agreement.

18.7 No Partnership Created.

Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between Siemens and Buyer.

18.8 Captions; Shortened Names for Convenience.

The captions contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision contained herein. Similarly, the references to "Buyer" and "Siemens" in this Agreement are shorthand used for convenience only.

18.9 Counterparts and Facsimile Execution.

This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties, with all such counterparts together constituting but one and the same instrument. Facsimile or electronic pdf signatures of the Parties shall be deemed to constitute original signatures and executed facsimile copies hereof shall be deemed to constitute duplicate originals.

18.10 Joint Effort.

Preparation of the Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. Each Party represents that it has obtained the professional advice (including legal, tax and accounting advice on Applicable Laws and regulations) as it has deemed appropriate or convenient.

18.11 Appendixes.

All appendixes, attachments, or exhibits referenced in this Agreement shall be incorporated into this Agreement by such reference and shall be deemed to be an integral part of this Agreement.

18.12 Non-Waiver.

Any waiver by a Party of strict compliance with this Agreement must be in writing, and any failure by the Parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

18.13 Modification of Terms.

This Agreement may only be modified by a written instrument signed by authorized representatives of both Parties.

18.14 Assignment.

Neither Party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either Party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or Affiliate or Affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18.15 Severability.

If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the Parties' original intent.

18.16 Survival.

The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Title and Risk of Loss," "Indemnitees," and "Export/Import Compliance," survive termination, expiration or cancellation of this Agreement.



Siemens Industry, Inc.

Proposal

North Rockland School District
Attn: Mike Senno

Date: 7/17/24
Proposal #: NRS071724parts only
Limiting Date: 30 Days

Project: North Rockland High School Extension Boiler Replacement
Location: North Rockland School District

Proposal: Siemens Industry, Inc. is pleased to provide the following—
The detail scope of work with clarifications and/or exclusions for this project is attached for your review and approval. Our terms and conditions are also attached for your review.

Net Price: \$ _____

- Remarks:
- 1 Net pricing is based upon receiving 25% for major parts order within 30 days of receiving PO and balance of payment withing 30 days upon delivery of parts to site.
 - 2 We do not include Liquidated, Indirect, or Consequential Damages.

- TAX
- 3 This is a taxable project - Tax will be added to the invoice
 This is a capital improvement project - Certificate to be provided by the purchaser or tax will be added to the invoices
 This is a tax exempt project – Certificate to be provided by the purchaser or tax will be added to the invoices

Proposal Accepted:
Siemens Industry, Inc. is authorized to proceed with the work as proposed.

Proposal Submitted:
Siemens Industry, Inc.,

Purchaser _____
By _____
Title _____
Date _____
Signature _____

Seller Siemens Industry, Inc. _____
By Kathleen Wescott / Joseph Ponzo _____
Title Account Executives _____
Date July 17, 2024 _____
Signature _____

Siemens Industry, Inc.
Smart Infrastructure
412 Mt. Kemble Ave Suite 200S
Morristown, NJ 07960

Email: kathleen.wescott@siemens.com
joseph.ponzo@siemens.com
Tel: (973) 332-0763

No.: NRS071724
Date: July 17, 2024

Siemens Industry, Inc.

<u>Qty</u>	<u>Description</u>
2	B & G EcoCirc Boiler circulator pumps Model XL40-275 208/230 1 ph 2 Hp Rated 150 GPM at 20 ft head
1	Ruskin CD50 60 x 60
1	B & G Expansion tank ET-1 Model B-200
1	B & G Air Separator CRS-8F
1	Neptune Chemical shot feeder DBF-5HP
1	Aerco 210 gallon buffer tank 55GPM 2 port Coded to Section VIIIIM
1	AO smith HWGV250AESW-6-60-4 Note item specified on drawings was not buildable per AO smith. The 6-60 coil does not fit into a 200 gallon tank. The tank being supplied is 250 gallon current lead time is 14 weeks so alternative is being researched.

****** All items above lead time is within 3-4 weeks at this current time with the exception of the IWH (noted above).**

Alternate 1 \$5,656.82 each \$11,313.65 total

<u>Qty</u>	<u>Description</u>
2	B & G e-1510-2BD-SS-213T Pumps rated 150 GPM at 70 ft head (3-4 week lead time)

A. Specifically Included by Siemens:

- A. Project management and supervision of ordering cycle and delivery
- B. Startup of boilers by factory trained mechanics.
- C. Manufacturer warranty on all equipment supplied.

B. Specifically Excluded by Siemens:

- A. Any and all labor to install, warranty labor, or operational labor is excluded.
- B. Air and water balancing.
- C. Work in areas with asbestos.
- D. Demolition work, removal of old panels, devices, controls and control lines.
- E. Overtime, standby and temporary labor.
- F. **Per Project Aggregate Insurance.**
- G. **Performance, Payment and bid bonds**

No.: NRS071724
Date: July 17, 2024

Siemens Industry, Inc.

C. **Payment Terms:**

A. Net 30 days after receipt of invoice as progress payment.

Tax Status:

B. Tax will be added if tax certificate or exempt certificate is not provided with the order.

SIEMENS RAM PROJECTS BUSINESS STANDARD TERMS AND CONDITIONS

PREAMBLE

THESE STANDARD TERMS AND CONDITIONS entered into by and between the entity identified in Siemens' proposal ("Buyer" or "Customer") and **Siemens Industry, Inc.**, a Delaware Corporation ("Siemens"), are effective as of the Effective Date hereof. These Standard Terms and Conditions incorporate Siemens' proposal (the "Proposal").

ARTICLE 1 **DEFINITIONS**

As used in this Agreement, the following terms have the meanings set forth below:

"Agreement" has the meaning set forth in Article 18.1.

"Affiliate" means, as to a specified Person, any other Person that, directly or indirectly, controls or is controlled by or is under common control with the Person in question and, with respect to Siemens or Buyer, is not a competitor of, or in litigation or arbitration with, Siemens or Buyer, as the case may be.

"Applicable Laws" means all applicable laws, including Environmental Laws, treaties, ordinances, rules, regulations and interpretations of any Governmental Authority having jurisdiction over the design, engineering, fabrication, manufacturing, delivery, assembly, erection, installation, and/or the performance of the Parties' obligations under this Agreement.

"Applicable Permits" means the permits, clearances, licenses, authorizations, consents, filings, exemptions or approvals from or required by any Governmental Authority that are necessary for the performance of the Parties' obligations under this Agreement.

"Asbestos" shall mean and include chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered.

"Buyer Caused Delay" means any delay in Siemens' or its Subcontractors' performance of the Work which is caused by (i) Buyer's or any Buyer Party's failure to timely perform its obligations under this Agreement, or (ii) any other event or cause which is beyond the control or not the responsibility of Siemens or any of its Subcontractors, and is not otherwise a Force Majeure Event.

"Buyer Party" or **"Buyer Parties"** means Buyer, any Affiliate of Buyer, and any of their respective contractors, subcontractors, employees, laborers, materialmen, agents or representatives which is not a competitor of Siemens.

"Contract Price" means the cumulative price payable by Buyer with respect to all Work which Siemens shall perform or provide in connection with this Agreement, as the same is set forth in Section 4.1 of this Agreement.

"Convenience Termination Payment" has the meaning set forth in Section 13.2.

"Deliverables" means collectively, (a) any Equipment and any Software deliverable to Buyer from Siemens in connection with the Work, and (b) any Work Product.

"Effective Date" means the last date on which this Agreement became fully executed (either electronically or otherwise).

"Environmental Laws" means applicable national, state, commonwealth, provincial, municipal, and local laws as well as all rules, regulations, codes, standards, permits, directives, or ordinances that impose liability or standards of conduct (including disclosure or notification requirements) concerning the protection of human health or the environment, including, without limitation, all laws affecting, controlling, limiting, regulating, pertaining, or relating to the manufacture, possession, presence, use, generation, storage, transportation, detection, monitoring, treatment, Release, disposal, abatement, cleanup, removal, remediation, or handling of Hazardous Materials.

“Equipment” means the installed physical equipment to be provided by Siemens as described in greater detail in the Proposal.

“Event of Default” has the meaning set forth in Section 13.1.

“Final Completion Date” means that the date on which all the Work has been completed including all punch list items.

“Force Majeure Event” has the meaning set forth in Section 10.2.

“Governmental Authority” means any federal, state, local or other governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity, or any political subdivision thereof, having legal jurisdiction over the matter or Person in question.

“Hazardous Materials” means any material, substance, or waste, that, by reason of its composition or characteristics, is hazardous to human health and/or the environment, including any “solid waste” or “hazardous waste,” as those terms are defined by the Resource Conservation and Recovery Act of 1976, as amended, any “hazardous substance,” as that term is defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and any other hazardous, toxic or radioactive chemical, waste, byproduct, pollutant, contaminant, compound, product, material or substance, including without limitation, Asbestos, Asbestos containing materials (“ACM”), polychlorinated biphenyls, petroleum (including crude oil or any fraction or byproduct thereof), hydrocarbons, radon, urea, urea formaldehyde, and any other material that is prohibited, controlled, limited or regulated in any manner under any Environmental Laws.

“Import Duties” means any taxes, customs duties, tariffs, fees, imposts and governmental charges of any kind that are payable upon or in relation to the importation of the components of the Equipment into the Country where the Work is to occur. Import Duties do not include any property, license, privilege, sales, use, excise, value added, gross receipts (including any business, occupation or similar taxes) and/or transactional taxes now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment, or their sale, their value or their use, or any services performed in connection therewith imposed by any federal, state or local Governmental Authority in the location where the Work is to be performed.

“Indemnitor” has the meaning set forth in Section 14.1.

“Indemnitee” has the meaning set forth in Section 14.1.

“Notice to Proceed” shall mean the written notice issued by Buyer to Siemens stating that Siemens may begin the Work.

“Party” or “Parties” means, respectively, Buyer, Siemens or both, as the context requires.

“Patent Cooperation Treaty” means an international patent law treaty, concluded in 1970, that provides a unified procedure for filing patent applications to protect inventions in each of its more than one hundred and forty-five (145) contracting states.

“Person” or “Persons” means any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof.

“Proposal” means the document that is made part of this Agreement that describes the Work and the pricing applicable to the Project.

“Project” is as identified in the Proposal.

“Project Site” means the particular site designated by Buyer on which the Project shall be located.

“Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of any Hazardous Materials into the environment, including the abandonment or discard of barrels, containers, and other closed receptacles containing any Hazardous Materials.

“Siemens Parties” means Siemens, any Affiliate of Siemens, and any of their respective Subcontractors, employees, laborers, materialmen, agents or representatives, and “Siemens Party” means any of the foregoing.

“Software” means any software that is owned or licensed by Siemens or its Affiliates and that is separately deliverable for use in the Equipment or in a computer system owned by Buyer or is delivered as firmware embedded in the Equipment.

“Subcontractor(s)” means any Person of any tier supplying material, equipment, labor, goods or services to Siemens in connection with the Work and obligations of Siemens under the Agreement.

“Substantial Completion” or “Substantially Complete” means that the Work, or any identifiable portion thereof, is sufficiently complete, in accordance with the provisions of this Agreement relating to the scope of the Work, such that the Buyer will be able to realize from such Work substantially all of the practical benefits intended to be gained therefrom, or otherwise employ the Work for its intended purpose with only punch list items remaining.

“Termination for Cause” has the meaning set forth in Section 13.1.

“Warranty” or “Warranties” has the meaning set forth in Section 9.1.

“Warranty Period” has the meaning set forth in Section 9.4.

“Work” means Siemens’ scope of work with respect to the Equipment, major components, spare parts and associated services and other work supplied by or on account of Siemens and its Subcontractors pursuant to its obligations specified in this Agreement and as identified as Siemens’ responsibility in the Proposal.

“Work Product” means the tangible form of a report or drawing specifically developed for, commissioned by and deliverable to Buyer in connection with the Work to be performed by Siemens under this Agreement

“Work Schedule” means that certain schedule governing Siemens’ provision of the Work as set forth in the Proposal.

ARTICLE 2 PERFORMANCE OF THE WORK AND OBLIGATIONS OF SIEMENS

2.1 Work to be Performed by Siemens.

2.1.1 General.

Buyer hereby retains Siemens as an independent contractor, not an agent or employee of Buyer, to perform and provide, or cause to be performed and provided, and Siemens hereby agrees to perform and provide, or cause to be performed or provided, all of the Work specified as being within Siemens’ scope of Work, all in accordance with the terms and conditions of this Agreement.

2.1.2 Standard of Care,

The Work shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances or conditions.

2.2 Scheduling and Monitoring of Milestones.

Except to the extent that Siemens is entitled to a Scope Change Order or other relief provided for in this Agreement, Siemens shall perform its Work in accordance with the Work Schedule. Further, Siemens shall provide periodic reports to Buyer concerning the status of Siemens’ activities, including information pertaining to the progress of the Work and any circumstances known at the time of reporting which could be anticipated to cause a material deviation from the Work Schedule.

2.3 Siemens Documents.

Except as otherwise provided in this Agreement, within fifteen (15) days of receipt of any Siemens document required to be submitted to Buyer for review under this Agreement, Buyer shall notify Siemens

of any resulting comments or questions. If Buyer fails to respond within such period, then such drawing or document shall be deemed to have been reviewed and approved by Buyer as submitted. Siemens shall, within fifteen (15) days of Buyer's notification of any comments or questions on any Siemens document respond to Buyer's comments or questions, provided that Siemens shall not be required to change the design of the Equipment pursuant to such Buyer comments or questions.

2.4 Permits.

Siemens shall obtain and maintain the Applicable Permits required to be obtained by Siemens in its name to perform the Work under Applicable Laws (the "Siemens Permits"). If any Siemens Permit (or application therefor) requires action by Buyer, Buyer shall, upon the request of Siemens, take such action as is reasonably appropriate.

2.5 Siemens' Labor.

Siemens shall be responsible for the conduct and deeds of its labor and its Subcontractor's labor in the performance of the Work under this Agreement. However, Siemens shall not interfere with any members of any police, military or security force in the execution of their duties.

2.6 Safety

Siemens may suspend its performance of the Work at the Project Site, if, in the reasonable opinion of Siemens, based upon industry standards and Siemens' applicable safety programs, conditions at the Project Site for which Siemens is not responsible become unsafe for the continued performance of the Work and such conditions are not rectified by Buyer immediately. Siemens shall resume its performance of the Work promptly after the unsafe conditions are rectified by Buyer. Siemens shall be entitled to a Scope Change Order to compensate Siemens for the increased cost of its performance and/or schedule delay resulting from such suspension of the Work.

ARTICLE 3 **SUBCONTRACTORS**

Buyer acknowledges that Siemens intends to have portions of the Work performed by Subcontractors qualified to perform such Work pursuant to written subcontracts between Siemens and such Subcontractors. No contractual relationship shall exist between Buyer and any Subcontractor with respect to the Work. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Buyer, or their work, or to provide the means, methods or sequence of their work or to stop their work.

ARTICLE 4 **CONTRACT PRICE AND PAYMENTS TO SIEMENS**

4.1 Contract Price and Payment.

The total Contract Price is as set forth and defined more specifically in the Proposal. Buyer shall pay the total Contract Price to Siemens in accordance with the Proposal. Each payment, except for the initial payment, shall be made by wire transfer, pursuant to wire transfer instructions to be provided by Siemens to Buyer, within thirty (30) days from the date of the Siemens invoice therefor or by such other payment method acceptable to Siemens.

The Contract Price is based upon Buyer performing its obligations set forth in this Agreement.

The Contract Price, schedule, warranty and guarantee obligations are based upon unrestricted working hours at, and free access seven (7) days a week, twenty-four (24) hours a day, to the Project Site, including free access to any components requiring assembly by Siemens as part of Siemens' scope of Work.

4.2 Taxes.

The Contract Price does not include, and Buyer agrees to reimburse Siemens for, any Import Duties levied upon the Equipment, or any federal, state, or local (other than net income taxes imposed on Siemens) property, license, privilege, sales, use, excise, value added, gross receipts (including any business, occupation or similar taxes) and/or transactional taxes now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment or their sale, their value or their use, or any

services performed in connection therewith

Should Buyer be exempt from any sales and/or use taxes, it shall provide Siemens with valid exemption documentation upon the Effective Date of the Agreement for the State(s) in which the delivery of the Equipment shall take place. Siemens shall not collect sales and/or use taxes from Buyer if Siemens is provided such valid exemption documentation for its files.

4.3 Disputed Invoices.

If there is any dispute about any amount invoiced by Siemens, the amount not in dispute shall be promptly paid and any disputed amount that is ultimately determined to have been payable shall be paid with interest calculated at the rate of one and one-half percent (1.5%) per month, limited by the maximum rate permitted by Applicable Law. The date of the original invoice on which there was a disputed amount shall determine the date upon which the disputed amount first became due and payable, irrespective of whether any subsequent invoice is issued or reissued in connection with the resolution and payment of the disputed amount.

ARTICLE 5 **BUYER'S RESPONSIBILITIES**

5.1 Buyer shall, at its own cost, do the following:

- (a) Designate a contact person with authority to make decisions for the Buyer regarding the Work and provide Siemens with information sufficient to contact such person in an emergency;
- b) Coordinate the work of contractors under Buyer's sole control so as not to disrupt the Work proceeding in an efficient manner;
- (c) Provide or arrange for 24-hour, 7-day per week access and make all reasonable provisions for Siemens to enter any Project Site where Work is to be performed so that Work may proceed in an efficient manner;
- (d) Provide for security for all components of the Work, materials, supplies, other equipment required to assemble, erect, install and commission the Work, and any other property owned or leased by Buyer, Siemens or any of its Subcontractors located at the Project Site;
- (e) Permit Siemens to control and/or operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work;
- (f) Furnish Siemens with blueprints, surveys, legal descriptions, waste management plans and all other available information pertinent to the Work and any Project Site where the Work is to be performed as may be reasonably requested by Siemens;
- (g) Furnish Siemens with all approvals, permits and consents from Governmental Authorities and others as may be required for performance of the Work, except for Siemens Permits;
- (h) Comply with Applicable Law and provide any notices required to be given to any Governmental Authority in connection with the Work, except such notices Siemens has expressly agreed in writing to give;
- (i) Furnish Siemens with any contingency plans, safety programs and other policies, plans or programs related to any Project Site where the Work is to be performed; and
- (j) Provide and maintain at the Project Site: (1) suitable electrical service, including clean, stable, properly conditioned power, to all Equipment; (2) telephone lines, capacity and connectivity as required by such Equipment; and (3) heat, light, air conditioning or other environmental controls, and other utilities in accordance with the specifications for the Equipment.

5.2. Export Import Compliance.

Buyer acknowledges that Siemens is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Equipment, including any export / import license requirements. Buyer agrees that Equipment will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in

non-compliance with any export / import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

ARTICLE 6 **HAZARDOUS MATERIALS**

Prior to any Work being conducted at the Project Site, Buyer shall: (a) identify to Siemens the presence, location and quantity of ACM at the Project Site; and (b) either certify that the work area associated with Siemens' scope of Work is free of ACM or take such action as may be required under Environmental Laws to abate the ACM and, thereafter, certify that the work area associated with Siemens' scope of Work is free of ACM. Siemens makes no representation that it is licensed to abate ACM and shall not be obligated to install, disturb, handle, or remove any ACM.

Buyer represents and warrants that, prior to the execution of this Agreement, Buyer has notified Siemens in writing of any and all Hazardous Materials known to be present on the Project Site and has: (a) expressly identified the nature and location of such Hazardous Materials to Siemens, including the provision of a map identifying the same; and (b) provided a copy of any Project Site policies related to such pre-existing Hazardous Materials, including, without limitation, material safety data sheets, chemical hygiene plans, laboratory procedures, or other items covered or required to be disclosed or maintained pursuant to applicable Environmental Laws.

The Work does not include, either directly or indirectly, performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal, or treatment of Hazardous Materials. If any Hazardous Materials, including ACM, are encountered at the Project Site, Siemens shall immediately stop all Work in the affected area and report the condition to Buyer. Buyer shall promptly, in accordance with all applicable Environmental Laws and at its sole cost and expense, remove or render harmless, or take other actions as may be necessary to remediate the hazards associated with any such Hazardous Material, including, without limitation, signing and listing Buyer (or the appropriate Buyer Party) as the generator of the Hazardous Materials on any waste manifest that may be required by Environmental Laws. Siemens' Work in the affected area shall not be resumed until Buyer has complied with the foregoing obligations.

If the existence and remedying of Hazardous Materials at the Project Site results in an increase in Siemens' costs and/or impacts Siemens' ability to meet its obligations, guarantees, or the Work Schedule under the Agreement, Siemens shall be entitled to a Scope Change Order in accordance with the applicable provisions of Article 8, increasing the Contract Price and providing an equitable extension of the Work Schedule and other provisions of the Agreement affected thereby or otherwise affected by Buyer's non-compliance, commensurate with the time reasonably required to overcome such delay and added cost, including without limitation, overtime charges for labor and equipment.

Buyer, on behalf of itself, all Buyer Parties, and the predecessors and successors in interest, insurers, and assigns of each of them, shall defend, release, indemnify and hold harmless Siemens, all Siemens Parties and the successors and assigns of each of them from and against any and all liability arising under Environmental Laws or as a result of any Hazardous Materials at or any environmental condition of the Project Site, including, without limitation, fines and penalties, reasonable fees for attorneys, consultants or other professionals, and the costs of reporting, investigation, monitoring, containment, cleanup, storage, disposal, transportation and any other remedial actions arising under applicable Environmental Laws that are incurred by any Indemnitee hereunder for and as a result of: (i) death or bodily injury to any person, (ii) destruction or damage to any property, (iii) contamination of or adverse effects on the environment, including a Release of any kind, (iv) any violation by Buyer or any Buyer Party of Environmental Laws, and/or (v) a breach by Buyer or any Buyer Party of any legal duty arising under applicable Environmental Laws or any obligations under the environmental provisions of this Agreement. This release and indemnity shall survive the termination or expiration of this Agreement and shall be construed as broadly as possible under applicable Environmental Laws.

ARTICLE 7 **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS SHALL NOT BE LIABLE TO BUYER, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING

NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM THE OTHER PARTY'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE EQUIPMENT THAT GAVE RISE TO THE CLAIM.

EACH PARTY AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 7 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF EITHER PARTY HAS BEEN ADVISED BY THE OTHER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 7 EXTEND TO EACH PARTYS' AFFILIATES (AND THEIR EMPLOYEES), PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS OF ANY TIER (AND THEIR EMPLOYEES), AGENTS, AND SUCCESSORS AND ASSIGNS.

ARTICLE 8 **CHANGES TO THE WORK**

Siemens shall deliver and/or perform the Work in accordance with the Applicable Laws in effect on the Effective Date. No change will be made to the scope of Work unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications associated therewith. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens may request a change order for an equitable adjustment in the price and time of performance.

ARTICLE 9 **WARRANTY**

9.1. Warranties.

Siemens warrants that: (i) the Equipment is free from defects in material and workmanship; (ii) the Equipment is in compliance with Siemens' Proposal; and (iii) at the time of delivery, Siemens has title to the Equipment free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to Software furnished by Siemens. The sole and exclusive warranties for any Software are set forth in the applicable Software License Agreement or Terms of Use to be provided with the Software.

9.2. Conditions to the Warranties.

The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Equipment after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the Warranty Period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Equipment or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to the Equipment to assess the warranty claims; (vii) Equipment not having been subjected to accident (including Force Majeure), alteration, abuse or misuse; (viii) Buyer not being in default of any payment obligation and (viii) Buyer allowing Siemens the opportunity to review the operating and maintenance records relating to the Equipment and the facility it is incorporated into, if applicable.

9.3. Exclusions from Warranty Coverage.

The Warranties do not apply to any equipment not provided by Siemens under this Agreement.

Any Equipment that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer “as is” with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Equipment (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Equipment will be secure from cyber threats, hacking or similar malicious activity. Equipment that is networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

9.4. Warranty Period.

Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Equipment or eighteen (18) months from shipment (“Warranty Period”). Additionally, absent written notice within the Warranty Period, any use or possession of the Equipment after expiration of the Warranty Period is conclusive evidence that the Warranties have been satisfied.

9.5. Remedies.

Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Equipment, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price applicable to the non-conforming part. The warranty on repaired or replaced parts is limited to the remainder of the original Warranty Period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Equipment; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to Equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Section 9.2 hereof or from their deteriorated condition. All exchanged Equipment replaced under this Warranty will become the property of Siemens.

9.6. Transferability.

The Warranties are only transferable during the Warranty Period and only to the Equipment's initial end-user.

9.7 THE WARRANTIES IN THIS ARTICLE 9 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 7 ABOVE. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

ARTICLE 10 **DELAYS; EXCUSED PERFORMANCE**

10.1 Change in Law and Buyer Caused Delay.

As the Work is performed, conditions may change or circumstances outside Siemens' reasonable control, including without limitation, changes of Applicable Law and Buyer Caused Delays, may develop which would require Siemens to expend additional costs, effort or time to complete the Work, in which case Siemens will notify Buyer and an equitable adjustment will be made to Siemens' Contract Price and Work Schedule pursuant to Article 8. In the event conditions or circumstances require the Work to be suspended or terminated, Siemens shall be compensated for Work performed and for costs reasonably incurred in connection with the suspension or termination.

10.2 Force Majeure.

If Siemens' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government ("Force Majeure Event"), Siemens' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay, and Siemens will get its reasonable costs for such extension of time pursuant to Article 8. Siemens will notify Buyer within a reasonable time after becoming aware of any such delay.

If Siemens is entirely prevented from performing the Work for a time period of one hundred eighty (180) aggregate days as a result of the occurrence of a Force Majeure Event suffered by Siemens, then either Party may terminate this Agreement with respect to the Work that has not been performed by the effective date of such termination at no cost or penalty, other than Buyer's obligation to pay Siemens either (a) the sum set forth in the termination payment schedule if applicable, or (b) that portion of the Contract Price reflecting the amount of Work performed, man hours expended and materials acquired at the date of termination. These charges will also include the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Siemens and its suppliers, and any applicable cost allocated in contemplation of performance. If the Agreement is terminated pursuant to this Section 10.2, then Siemens' remaining warranty and performance guarantee obligations shall automatically terminate.

ARTICLE 11 **INSURANCE**

11.1 Siemens' Insurance Coverage.

- (a) Siemens shall maintain in full force and effect the following insurance coverage and limits specified below commencing ten (10) days after Buyer's issuance of a Notice to Proceed and continuing until the Final Completion Date. Siemens shall provide Buyer applicable insurance certificates of such coverage prior to the shipment of any Equipment to the Project Site or the commencement of any Work at the Project Site. The required limits of insurance may be satisfied with any combination of primary and excess coverage.
- (b) Siemens or Siemens' insurance carrier shall endeavor to provide Buyer with thirty (30) days' prior notice of cancellation, termination or material alteration of any insurance coverage set forth in this Article 11. In addition, Siemens' insurance shall be maintained with insurance companies having an A.M. Best rating of "A-" or better and a financial size category of "VII" or higher (or a comparable rating by any other rating entity reasonably acceptable to Buyer and evidenced by Buyer's written confirmation, which acceptance shall not be unreasonably withheld).
- (c) Siemens has the responsibility and obligation to procure and maintain the following insurance policies:
 - (i) Workers' Compensation Insurance in accordance with Applicable Laws and regulations applicable to the jurisdiction in which the Work is performed;
 - (ii) Employer's Liability Insurance with a limit of One Million Dollars (\$1,000,000) per accident, per employee for occupational disease, and in the aggregate for occupational disease;
 - (iii) Commercial General Liability Insurance with coverage written for bodily injury and broad form property damage on an "occurrence" basis with a limit of One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate. This policy shall include blanket contractual coverage, railroad protective liability coverage, and coverage for premises, operations, explosion, collapse and underground (XCU) hazards, and products/completed operations. Siemens shall name Buyer as an additional insured to the extent bodily injury (including death) or third-party property damage results from the negligent acts or

omissions of Siemens or Siemens' Subcontractors and require that this policy contain a "separation of insureds" clause.

11.2 Subcontractor's Insurance Coverage.

Siemens shall require its Subcontractors performing Work at the Project Site to maintain the types, coverage and limits of insurance which are reasonable in accordance with prudent industry practice and commensurate with the Work to be performed by such Subcontractor.

11.3 Waiver of Rights.

In regard to insurance maintained by either Party, including any property insurance, each such Party hereby waives, for itself and its insurers, all rights of recovery and subrogation which may arise against the other Party and its Affiliates as a result of a payment made by an insurer.

ARTICLE 12 INTELLECTUAL PROPERTY RIGHTS

Siemens shall retain all intellectual property rights in the Deliverables. Upon receipt of all fees, expenses and taxes due in respect of the relevant Work, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy and use the documents included in or with the Deliverables for their intended purpose only. If the Deliverables include Software, then Buyer agrees to take delivery of such Software subject to any applicable Siemens or third-party end-user license agreement (EULA) accompanying such Software, or if no EULA or third-party license accompanies such Siemens' Software, the EULA posted at www.usa.siemens.com/btcpseula (SIEMENS' EULA web site) for such Siemens Software.

ARTICLE 13 DEFAULT, TERMINATION AND SUSPENSION

13.1 Events of Default.

The occurrence of any one or more of the following events shall constitute an Event of Default by a Party hereunder:

- (a) A Party makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding under any Applicable Laws and, in the case of an involuntary proceeding instituted against a Party by a third party, the proceeding is not dismissed or stayed within forty-five (45) days after it is commenced;
- (b) With regard to Buyer, Buyer fails to pay to Siemens any required payment, which failure continues for ten (10) days after receipt of written notice thereof from Siemens;
- (c) A Party has made a material misrepresentation under the Agreement that is likely to have a material adverse effect on its ability to perform its obligations hereunder, and such representation is not made true within thirty (15) days after receipt of written notice thereof from the other Party; or
- (d) A Party is otherwise in material default of any provision of this Agreement or has materially failed to perform its obligations under this Agreement, provided that if such material default of this Agreement or material failure to perform this Agreement can be cured within a commercially reasonable timeframe, the defaulting Party shall be permitted such period of time within which to accomplish such cure, so long as the Party commences such cure efforts within thirty (30) days after written notice from the other Party and thereafter diligently proceeds to complete such cure within such time period.

Upon the occurrence and during the continuation of any Event of Default hereunder, the non-defaulting Party, in addition to its right to pursue any other remedy given under the Agreement, shall have the right to terminate this Agreement upon not less than five (5) days prior written notice to the defaulting Party (a "Termination for Cause"). A Termination for Cause shall be effective upon the sixth (6th) day following delivery of the notice with respect thereto.

13.2 Termination for Buyer's Convenience.

In addition to any other termination rights available to Buyer under this Agreement, Buyer shall have the right to terminate the delivery of Work due to the economic unfeasibility of the Project for Buyer upon fifteen (15) days prior written notice to Siemens. Buyer shall pay Siemens either (a) the sum set forth in the termination payment schedule if applicable, or (b) that portion of the Contract Price reflecting the amount of Work performed, man hours expended and materials acquired at the date of termination. These charges will also include the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Siemens and its suppliers and Subcontractors, and any applicable cost allocated in contemplation of performance (the "Convenience Termination Payment"). All payments of the Contract Price made by Buyer and received by Siemens prior to the date of termination shall be credited toward the Convenience Termination Payment. Siemens shall submit an invoice to Buyer for the Convenience Termination Payment and Buyer shall pay such invoice by wire transfer within thirty (30) days after the date of such invoice. If the Agreement is terminated by Buyer pursuant to this Section 13.2, then Siemens' remaining warranty and performance guarantee obligations shall also automatically terminate.

ARTICLE 14 **INDEMNITIES**

Siemens and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Equipment(s) or Buyer's Project Site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of and shall not acknowledge any third party claims covered by this Article 14. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

ARTICLE 15 **REPRESENTATIONS**

Each Party represents that on the Effective Date:

(a) Organization and Corporate Action.

Siemens is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in the jurisdictions in which the Project is located. Buyer is as identified in the Proposal and is duly organized, validly existing and in good standing under the laws of the State or Commonwealth identified in the Proposal. Each Party has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by the Party of this Agreement have been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by the Party and constitutes the legal, valid and binding obligation of the Party enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

(b) No Violation of Law; Litigation.

It is not in violation of any Applicable Laws or judgment entered by any Governmental Authority which violations, individually or in the aggregate, would materially and adversely affect its performance of any of its obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority now pending or (to the best knowledge of the Party) threatened against the Party which, if

adversely determined, could reasonably be expected to have a material adverse effect on the ability of the Party to perform under this Agreement.

(c) No Breach.

None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof and thereof shall conflict with or result in a breach of, or require any consent under, the charter or by-laws of the Party, or any Applicable Laws or regulation, order, writ, injunction or decree of any court, or any agreement or instrument to which the Party is a party, or by which it is bound, or to which it is subject, or constitute a default under any such agreement or instrument.

ARTICLE 16
PATENT AND COPYRIGHT INFRINGEMENT

Siemens will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Equipment or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Equipment is delivered by Siemens. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Buyer shall not acknowledge any such third-party proceedings defined under this Article 16. Siemens shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' written consent. Siemens is not responsible for any settlement made without its prior written consent. If the Equipment, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement, or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said Equipment; (ii) replace it with substantially equivalent non-infringing Equipment; or (iii) modify the Equipment so it is non-infringing.

Siemens will have no duty or obligation under this Article 16 if the Equipment is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 16.

THIS ARTICLE 16 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

ARTICLE 17
CONFIDENTIALITY

Both during and for a period of ten (10) years after the term of this Agreement, the parties will: (i) treat as confidential all information obtained from the disclosing party, and (ii) use such confidential information for its intended purpose only. Confidential information includes all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing schedule information, technical data, drawings, flow charts, program listings, software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Siemens has the right to share confidential information with its Affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was

previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

Within thirty (30) days from the effective date of termination of this Agreement pursuant to Section 10.2, 13.1 or 13.2, Buyer shall either (a) return to Siemens any of Siemens' confidential information which had been in Buyer's possession (excluding this Agreement), or (b) certify to Siemens that all of Siemens' confidential information which had been in Buyer's possession has been destroyed.

ARTICLE 18

MISCELLANEOUS PROVISIONS

18.1 Entire Agreement.

This agreement, including the Proposal and all Exhibits thereto (the "Agreement") contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and commitments with respect thereto. There are no other understandings, oral or written, nor other terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement. Any modification to the Agreement must be in writing and executed by both Parties.

18.2 Applicable Law and Jurisdiction.

This Agreement is governed by and construed in accordance with the laws of the State or Commonwealth where the Project Site is located, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each Party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a State or Commonwealth in which the Project Site is located. Each Party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

18.3 Notice.

All notices, reports, demands, claims, elections, requests and other official communications required or permitted by this Agreement or by law to be served upon or given to a Party by the other Party shall be in writing signed by the Party giving such notice and shall be deemed duly served, given to and received by the other Party when delivered by first class registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized courier, in each case addressed to those respective representatives of each Party as identified in the Proposal.

The Parties, by like notice in writing, may designate, from time to time, another address, addressee or office to which notices shall be delivered pursuant to this Agreement, which change of address shall become effective five (5) Business Days after delivery of such Notice.

18.4 No Rights in Third Parties.

Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other Person, except as specifically provided herein with respect to Subcontractors.

18.5 Compliance with Laws.

The Parties agree to comply with all Applicable Laws, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Equipment.

18.6 Conflicting Provisions.

In the event of any inconsistencies in this Agreement, the following order of precedence in the interpretation hereof or resolution of such conflict hereunder shall prevail:

- (1) Duly authorized and executed Scope Change Orders and written amendments to the Agreement executed by both Parties, with the latest ones having precedence over the earlier ones;
- (2) This Agreement.

Any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the Parties. Siemens' failure to object to any such additional, different or conflicting terms does not operate as a waiver of the terms of this Agreement.

18.7 No Partnership Created.

Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between Siemens and Buyer.

18.8 Captions; Shortened Names for Convenience.

The captions contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision contained herein. Similarly, the references to "Buyer" and "Siemens" in this Agreement are shorthand used for convenience only.

18.9 Counterparts and Facsimile Execution.

This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties, with all such counterparts together constituting but one and the same instrument. Facsimile or electronic pdf signatures of the Parties shall be deemed to constitute original signatures and executed facsimile copies hereof shall be deemed to constitute duplicate originals.

18.10 Joint Effort.

Preparation of the Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. Each Party represents that it has obtained the professional advice (including legal, tax and accounting advice on Applicable Laws and regulations) as it has deemed appropriate or convenient.

18.11 Appendixes.

All appendixes, attachments, or exhibits referenced in this Agreement shall be incorporated into this Agreement by such reference and shall be deemed to be an integral part of this Agreement.

18.12 Non-Waiver.

Any waiver by a Party of strict compliance with this Agreement must be in writing, and any failure by the Parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

18.13 Modification of Terms.

This Agreement may only be modified by a written instrument signed by authorized representatives of both Parties.

18.14 Assignment.

Neither Party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either Party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or Affiliate or Affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18.15 Severability.

If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the Parties' original intent.

18.16 Survival.

The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Title and Risk of Loss," "Indemnitees," and "Export/Import Compliance," survive termination, expiration or cancellation of this Agreement.

SECTION 016400 - OWNER FURNISHED PRODUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Requirements for installing Owner-furnished products, including providing miscellaneous items and accessories for a complete, functioning installation.

1.3 RELATED SECTIONS

- A. Section 015800 - Project Identification and Signage: Owner-furnished, Contractor-installed (OFCI) temporary signage.

1.4 PRODUCT HANDLING

- A. Protection: Contractor shall use means necessary to protect the materials of this Section before, during, and after installation and to protect completed Work, including products installed by others.
- B. Replacements: In the event of damage, Contractor shall immediately repair all damaged and defective Work to satisfaction of Owner's Representative, at no change in Contract Time and Contract Sum.

PART 2 - PRODUCTS

2.1 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

- A. Products Identified with Contractor Responsibility for Installation:
 - 1. Contractor shall verify mounting and utility requirements for accepted products.
 - 2. Contractor shall provide mounting and utility rough-ins for OFCI products.
 - a. Rough-in locations, sizes, capacities and similar type shall be as indicated and required by product manufacturers.
 - b. If the Owner substitutes items similar to those scheduled there shall be no change in rough-in cost, unless substitution occurs after rough-in has been completed or rough-in involves other mounting requirements, utilities of different capacity than those required by item originally specified.
 - 3. For items Designated to Be Owner- or Vendor-Furnished: Owner or its vendor will furnish manufacturer's literature or information, shop drawings, or appropriate information for preparing required shop drawings.

- B. Installation Instructions: Approved manufacturer's printed descriptions, specifications and recommendations shall govern the Work, unless specifically indicated otherwise.
- C. Electrical Components: Contractor shall comply with requirements specified in Division 26 - Electrical, including National Electrical Code (NEC).
- D. Plumbing and HVAC Components: Contractor shall comply with requirements specified in Division 22 – Plumbing and Division 23 – HVAC.

2.2 OWNER-FURNISHED/CONTRACTOR-INSTALLED PRODUCT REQUIREMENTS

- A. Products Furnished by Owner and Installed by Contractor:
 - 1. Contractor shall coordinate delivery of OFCI products. Owner will furnish products to coincide with construction schedule.
 - 2. Owner will:
 - a. Furnish standard integral components of products.
 - b. Deliver products to site. Contractor shall assist Owner in offloading products.
 - 3. The Contractor shall:
 - a. Receive products at site and give written receipt for product at time of delivery, noting visible defects and omissions; if such declaration is not given, the Contractor shall assume responsibility for such defects and omissions.
 - b. Store products until ready for installation and protect from loss and damage.
 - c. Uncrate, assemble and set products in place.
 - d. Install products in accordance with manufacturer's recommendations, instructions and shop drawings under supervision of manufacturer's representative where specified, supplying labor and material required and making mechanical, plumbing and electrical connections necessary to operate equipment.
 - e. Where so specified, installation shall be only by installer approved by manufacturer. If known, approved installer is identified on the Drawings or in the Specifications.
 - f. Provide and install backing for all products weighing 20 pounds or more.
 - g. Treat all Owner or Vendor supplied products with the same care as all Contractor furnished items.
- B. Products Furnished and Installed by Owner:
 - 1. Contractor prepare; vendor install:
 - a. General: Contractor shall coordinate deliveries of vendor-supplied products. Vendor will furnish products to coincide with the construction schedule.
 - b. Vendor will:
 - 1) Furnish standard integral components of products.
 - 2) Deliver products to site.
 - 3) Make connections to roughed-in utilities.
 - c. Contractor shall:
 - 1) Receive products at site and give written notice of receipt of each product at time of delivery, noting visible defects.

- 2) Provide rough-in of utility products in accordance with manufacturer's recommendations, instructions and shop drawings under supervision of the manufacturer's representative where specified.
- 3) Provide and install backing for all products weighing 20 pounds or more.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection:

1. Prior to commencing Work, Contractor shall verify that Work specified in other Sections has been properly completed and installed as specified to allow for installation of all materials and methods required of this Section.
2. Contractor shall verify that new and existing products and conditions are satisfactory for installation or relocation of OFCI products. If unsatisfactory conditions exist, do not commence the installation until such conditions have been corrected.

B. Discrepancies:

1. In the event of discrepancy, Contractor shall immediately notify the Owner's Representative.
2. Contractor shall not proceed with installation in areas of discrepancy until all such discrepancies have been resolved.

3.2 INSTALLATION

- A. Contractor shall relocate and reinstall existing products in accordance with Contract Documents and reviewed shop drawings, original manufacturer's instructions and recommendations if applicable and as directed.
- B. Contractor shall install Owner-furnished products in accordance with reviewed shop drawings and manufacturer's printed instructions, as applicable.

3.3 ADJUSTING AND CLEANING

- A. Contractor shall adjust products as necessary and as directed by Owner's Representative.
- B. Contractor shall clean all new and relocated OFCI products.
- C. Contractor shall protect OFCI products from damage until Contract Completion.

3.4 LIST OF OWNER FURNISHED PRODUCTS

- a. Boilers
 - See Addenda No. 1, Siemens Equipment provided by Owner.
 - See Addenda No. 1, Siemens Controls package provided by Owner.
- b. Oil Tank Removal

- Removal of oil tank and site restoration.
 - Removal of interior oil tank devices.
- c. Abatement
- Abatement work as indicated on Abatement drawings.

END OF SECTION

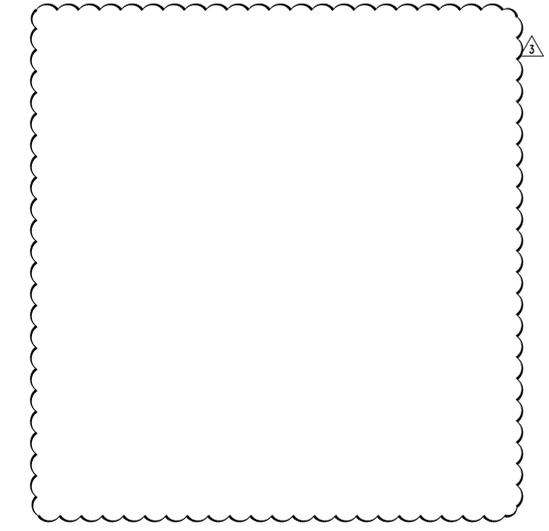
WATER PUMP SCHEDULE		
UNIT NUMBER	P-1, P-2	
LOCATION	MECHANICAL RM	
SYSTEM SERVICE	BOILER B-1, B-2	
TYPE	BASE MOUNTED END SUCTION	
PUMP DATA	IMPELLER DIA. (IN)	9.5
	SUCTION CONN. (IN)	2.5
	DISCHARGE CONN. (IN)	2
	CAPACITY (GPM)	150
	TOTAL HD (FT.)	70
	WORKING FLUID	WATER - 30% PG
FLUID TEMP °F	160	
MOTOR	TYPE	NEMA PREMIUM, VFD READY
	H.P.	7.5
	RATED R.P.M.	1800
	DUTY POINT R.P.M.	1538
	ENCL. TYPE	ODP
	V/PH/Hz	208/3/60
	DUTY POINT BHP	3.56
	DUTY POINT EFF. (%)	72.8
OPERATING WEIGHT (LB)	350	
PUMP BASE DIMENSIONS (L x W) (IN)	35 x 15	
BASIS OF DESIGN	MANUFACTURER	BELL & GOSSETT
	MODEL	e-1510-2BD-SS-213T
REMARKS		
1. PROVIDE OPERATIONS AND MAINTENANCE MANUALS.		
2. PROVIDE NEW 6" TALL EQUIPMENT PAD, EXTEND 6" BEYOND EQUIPMENT BASE IN ALL DIRECTIONS.		
3. PROVIDE VIBRATION ISOLATORS.		
4. EXISTING VFD TO REMAIN.		
5. ELECTRICAL MOTORS SHALL MEET THE MINIMUM EFFICIENCY REQUIREMENTS OF TABLES C405.8(1) THOUGH C405.8(4) WHEN TESTED AND RATED IN ACCORDANCE WITH THE DOE 10 CFR 431.		

ALTERNATE #1

EXISTING CIRCULATOR PUMP

P-3: BELL & GOSSETT, SERIES 60 IN-LINE, MODEL #601, APPROX. 150 GPM
P-4: TACO, SERIES 1600 IN-LINE, MODEL# 1641C354, APPROX. 150 GPM

WATER PUMP SCHEDULE		
UNIT NUMBER	P-5, P-6	
LOCATION	MECHANICAL RM	
SYSTEM SERVICE	BOILER B-1, B-2	
TYPE	IN-LINE CIRCULATOR	
PUMP DATA	IMPELLER DIA. (IN)	N/A
	SUCTION CONN. (IN)	N/A
	DISCHARGE CONN. (IN)	N/A
	CAPACITY (GPM)	150
	TOTAL HD (FT.)	20
	WORKING FLUID	WATER - 30% PG
FLUID TEMP °F	160	
MOTOR	TYPE	NEMA
	H.P.	2
	RATED R.P.M.	N/A
	DUTY POINT R.P.M.	2526
	ENCL. TYPE	ODP
	V/PH/Hz	208/1/60
	DUTY POINT BHP	1.21
	DUTY POINT EFF. (%)	N/A
OPERATING WEIGHT (LB)	50	
PUMP BASE DIMENSIONS (L x W) (IN)	NA - SUPPORTED FROM FLOOR	
BASIS OF DESIGN	MANUFACTURER	BELL & GOSSETT
	MODEL	ECOCIRC XL 40-275
REMARKS		
1. PROVIDE OPERATIONS AND MAINTENANCE MANUALS.		
2. ELECTRICAL MOTORS SHALL MEET THE MINIMUM EFFICIENCY REQUIREMENTS OF TABLES C405.8(1) THOUGH C405.8(4) WHEN TESTED AND RATED IN ACCORDANCE WITH THE DOE 10 CFR 431.		
3. CIRCULATOR PUMPS SHALL BE CONTROLLED BY BOILER CONTROL PANEL.		



COMBUSTION AIR DAMPER SCHEDULE			
MARK	SERVICE	SIZE (Ø, IN)	BASIS OF DESIGN
D-1	COMBUSTION AIR	20	RUSKIN CD50

BOILER-BURNER UNIT SCHEDULE		
UNIT NO	B-1, B-2	
LOCATION	MECHANICAL ROOM	
TYPE	CONDENSING	
RATING	GROSS I.B.R. OUTPUT (BTU/HR)	1,900,000
	MIN OVERALL BOILER EFFICIENCY (%)	94.6
	NET I.B.R. OUTPUT (WATER) @ 100% (BTU/H)	NA
	TURNDOWN RATIO	20:1
DESIGN HOT WATER SUPPLY TEMPERATURE (°F)	180	
DESIGN HOT WATER RETURN TEMPERATURE (°F)	160	
SYSTEM DESIGN PRESSURE (PSI)	12	
MAX ALLOWABLE OPERATING PRESSURE (PSIG)	30	
FLUE OUTLET / AIR INTAKE SIZE (INCHES)	8 / 8	
SUPPLY OUTLET SIZE (INCHES)	4	
RETURN INLET SIZE (INCHES)	4	
FUEL DATA	GAS CONNECTION, NPT (IN)	2
	GAS FIRING RATE (CFH)	2000
	INLET PRESSURE RANGE (IN. WC)	4.0 - 14
ELECTRICAL DATA	VOLTS/PH/Hz	120/1/60
	POWER, FLA	16
	OPERATING AMPS, MCA	-
OVERALL DIMENSIONS WITHOUT CONTROLS (L X W X H) (INCHES)	58 X 28 X 78	
HOUSE KEEPING CONCRETE PAD DIMENSIONS (INCHES)	-	
OPERATING WEIGHT (LBS)	1654	
BASIS OF DESIGN	BOILER MANUFACTURER & MODEL NO.	AERCO
	BURNER MANUFACTURER & MODEL NO.	BENCHMARK 2000

- REMARKS
- PROVIDE OPERATIONS AND MAINTENANCE MANUALS, CONTRACTOR TO INSTALL UNIT PER MFR'S IOM MANUAL.
 - SHIP BOILER PACKAGED AND SHOULD FIT THROUGH STANDARD 3 FOOT DOOR WIDTH.
 - VERIFY IN FIELD CONNECTION LOCATIONS AND CLEARANCES FOR BOILERS, REFER TO MANUFACTURER'S DOCUMENTS.
 - PROVIDE CONTROL PANEL.
 - NEW YORK STATE EDUCATION DEPARTMENT CONTROL COMPLIANCE, WIRING, AND OTHER EQUIPMENT AS NECESSARY TO SATISFY THE SEQUENCE OF OPERATION.
 - VENTLESS GAS TRAIN
 - BOILER SHALL UTILIZE NON-METALLIC VENT.
 - CONTROLLER SHALL DISPLAY AN ALERT WHEN O2 LEVEL IS ABOVE OR BELOW CRITICAL VALUES.
 - COMBUSTION O2 LEVELS SHALL NOTE EXCEED 7% THROUGHOUT ENTIRE FIRING RANGE
 - BOILER MANUFACTURER TO PROVIDE AND CONTROL FIELD INSTALLED, MOTORIZED ISOLATION VALVES ON EACH BOILER.
 - PROVIDE BOILER SEQUENCING WITH HW RESET.
 - BOILER SHALL BE EQUIPPED WITH COMBUSTION AIR TEMPERATURE COMPENSATION TO AUTOMATICALLY COMPENSATE FOR AIR DENSITY CHANGES BY ADJUSTING OXYGEN AND OPTIMIZE THE COMBUSTION EFFICIENCY UNDER ALL SEASONAL TEMPERATURE CHANGES.
 - BOILER STAGING POINT NOT TO EXCEED 40%
 - BOILER MANUFACTURER TO PROVIDE 10 YEAR NON-PRORATED HEAT EXCHANGER WARRANTY.
 - BOILER MANUFACTURER TO PROVIDE 2 YEAR NON-PRORATED CONTROLLER WARRANTY.
 - BOILER MANUFACTURER TO PROVIDE LETTER OF GUARANTEE FOR AS BUILT FLUE AND COMBUSTION AIR INSTALLATION.
 - PROVIDE CONDENSATE NEUTRALIZER FOR EACH BOILER AND COMMON FLUE DRAINS.

EXPANSION TANK SCHEDULE											
UNIT #	SERVICE	LOCATION	SYSTEM TEMP RANGE		INITIAL PRESS. IN TANK PSIG	MIN. VOLUME GAL	ACCEPT VOLUME GAL	PIPE SIZE TO TANK	WEIGHT (LBS)	BASIS OF DESIGN	
			MIN °F	MAX °F						MANUFACTURER	MODEL #
ET-1	HOT WATER	BOILER RM	140	190	12	50	34.56	1-1/2	651	BELL & GOSSETT	B-200

- EXPANSION TANK SCHEDULE NOTES:
- PROVIDE HORIZONTAL (CEILING MOUNTED) ASME BLADDER EXPANSION TANK FULLY CHARGED TO MEET THE REQUIREMENTS OF THIS SCHEDULE.
 - PROVIDE SIGHT GLASS AND PROPER SUPPORTS FOR INSTALLATION FROM CEILING.
 - MAINTAIN REQUIRED SERVICE CLEARANCES AS DIRECTED BY MANUFACTURER.

AIR SEPARATOR SCHEDULE									
UNIT #	SERVICE	LOCATION	TYPE	AIR SEPARATOR			OPERATING WEIGHT (LBS)	BASIS OF DESIGN	
				SIZE (IN)	FLOW (GPM)	PRESS. DROP (FT H2O)		MANUFACTURER	MODEL #
AS-1	HOT WATER	MECHANICAL RM	COALESCING AIR & DIRT	6	480	0.3	499	BELL & GOSSETT	CRS-6F

CHEMICAL SHOT FEEDER SCHEDULE								
UNIT #	SERVICE	LOCATION	TYPE	SIZE (GAL)	MAX. PRESS. (PSIG)	WEIGHT (LBS)	BASIS OF DESIGN	
							MANUFACTURER	MODEL #
CF-1	HOT WATER	BOILER RM	VERTICAL BY-PASS	5	300	38	NEPTUNE	DBF-5HP

DOMESTIC INDIRECT HOT WATER HEATER SCHEDULE							
UNIT #	SERVICE	LOCATION	CAPACITY (GAL)	WATER TEMP RANGE		BASIS OF DESIGN	
				INLET °F	OUTLET °F	MANUFACTURER	MODEL #
IWH-1	HOT WATER	BOILER RM	250	40	140	AO SMITH	HW6V250ASW660

PIPE INSULATION SCHEDULE		
FLUID	THICKNESS	OPERATING TEMP RANGE, °F
MAKE-UP WATER (ALL SIZES)	0.5"	40-60
HWS&R (LESS THAN 1-1/2")	1.5"	141-200
HWS&R (1-1/2" AND GREATER)	2.0"	141-200

PIPE SIZE SCHEDULE	
PIPE SIZE	FLOW RANGE
3/4"	0-4 GPM
1"	5-7.5 GPM
1-1/4"	8-16 GPM
1-1/2"	17-24 GPM
2"	25-48 GPM
2-1/2"	49-77 GPM
3"	78-140 GPM
4"	141-280 GPM
5"	281-500 GPM
6"	501-900 GPM
MINIMUM PIPE SIZES SHALL BE PROVIDED AS SCHEDULED ABOVE. WHERE PIPE SIZES INDICATED ELSEWHERE WITHIN DRAWINGS CONFLICT WITH SCHEDULED FLOW, THE LARGER SIZE PIPE SHALL BE PROVIDED. MINIMUM PIPE SIZE 3/4".	

No.	Date	Revisions
3	07/18/24	ADDENDUM NO. 1
2	06/18/24	REVISIONS
1	05/31/24	BIDDING DOCUMENTS

REC. EXP DATE: 10-31-26

Drawn by: WM
Checked by: PC
Project No.: 44023
Scale: AS SHOWN
Date: 05/31/2024

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100 STATE ST., SUITE 200, SUDBURY, NY 10961

NORTH ROCKLAND HIGH SCHOOL EXTENSION BOILER REPLACEMENT
HIGH SCHOOL EXT SBD# 05-02-01-05-0-007-016
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Drawing Title: MECHANICAL SCHEDULES
Drawing No.: M-002

SHEETMETAL LEGEND			
SINGLE LINE	DOUBLE LINE		
	UP DN	SUPPLY DUCT (UP & DN)	
	UP DN	RETURN OR EXHAUST DUCT (UP & DN)	
	12 x 10	RECTANGULAR DUCTWORK (WIDTH X DEPTH)	
		FLEXIBLE CONNECTOR. INSTALL AT ALL MOTOR DRIVEN EQUIPMENT	
	10"ø	ROUND DUCTWORK (SIZE, DIAMETER)	
		VANED ELBOW (PROVIDE ALL SQUARE OR RECTANGULAR ELBOWS WITH VANES)	
	R	RADIUS ELBOW (I.D. RADIUS IS DUCT WIDTH)	
	R	RADIUSED TEE WITH VOLUME DAMPERS (I.D. RADIUS IS DUCT WIDTH)	
		SQUARE THROATED TEE WITH TURNING VANES & VOLUME DAMPERS	
	DN	CHANGE IN ELEVATION (UP) (DN) IN DIRECTION OF AIR FLOW	
		VOLUME DAMPER (SINGLE OR OPPOSED BLADE) AS SPECIFIED	
	AD	ACCESS DOOR (BOTTOM SHOWN)	
	AD	ACCESS DOOR (SIDE SHOWN)	
		DUCTWORK TO BE REMOVED, INCLUDING ALL SUPPORTS AND HANGERS	

PIPING LEGEND	
	CHILLED WATER SUPPLY
	CHILLED WATER RETURN
	CONDENSER WATER SUPPLY TO TOWER
	CONDENSER WATER RETURN FROM TOWER
	CONDENSATE DRAIN
	HOT WATER SUPPLY
	HOT WATER RETURN
	MAKE UP WATER
	GLYCOL SUPPLY
	GLYCOL RETURN
	ATMOSPHERIC VENT
	EXISTING TO REMAIN
	EXISTING TO BE REMOVED
	POINT OF CONNECTION
	POINT OF DISCONNECTION

SPECIALTY LEGEND	
	AUTOMATIC AIR VENT
	MANUAL AIR VENT
	AIR SEPARATOR
	FLEXIBLE CONNECTOR
	VENTURI FLOWMETER
	FLOWLIMITING FITTING
	PRESSURE GAUGE W/NEEDLE VALVE
	THERMOMETER
	THERMOMETER WELL
	FLOW SWITCH
	PRESSURE SWITCH
	Y-LINE STRAINER
	Y-LINE STRAINER W/VALVE
	THERMOSTAT (48" AFF) (ELECTRIC) (REFER TO SPECIFICATION)

FITTING LEGEND	
	ELBOW TURNED UP
	ELBOW TURNED DOWN
	TEE TURNED UP
	TEE TURNED DOWN
	TEE (SIDE)
	RISE OR DROP IN PIPE
	UNION
	FLANGE
	PIPE CAP
	CLEANOUT W/ PLUG
	CONCENTRIC REDUCER
	ECCENTRIC REDUCER
	PIPE PITCH UP
	PIPE PITCH DOWN

VALVE LEGEND	
	BALL VALVE
	BUTTERFLY VALVE
	GATE VALVE
	GLOBE VALVE
	CALIBRATED BALANCING VALVE
	PUMP TRIPLE DUTY VALVE
	LUBRICATED PLUG VALVE
	ANGLE VALVE
	CHECK VALVE
	RELIEF VALVE
	HOSE END DRAIN VALVE
	MODULATING TWO WAY VALVE
	MODULATING THREE WAY VALVE
	ELECTRIC MOTOR ACTUATOR
	SOLENOID ACTUATOR

ABBREVIATIONS	
AD	ACCESS DOOR
AF	AIR FILTER
AFF	ABOVE FINISHED FLOOR
APD	AIR PRESSURE DROP
ARCH	ARCHITECTURAL
AV	AUTOMATIC AIR VENT
AMP	AMPERE
BHP	BRAKE HORSEPOWER
BOIL.	BOILER
BTUH	BRITISH THERMAL UNITS PER HOUR
CAI	COMBUSTION AIR INTAKE
CD	CONDENSATE DRAIN
CFM	CUBIC FEET PER MINUTE
CO	CLEAN OUT
CONT.	CONTINUED
CW	COLD WATER
DEG.	DEGREES
dB	DECIBELS
DB	DRY BULB
DDC	DIRECT DIGITAL CONTROL
DIA, Ø	DIAMETER
DWG	DRAWING
EAT	ENTERING AIR TEMPERATURE
ET	EXPANSION TANK
EWT	ENTERING WATER TEMPERATURE
EX, EXIST.	EXISTING
FD	FIRE DAMPER
FD/SD	COMBINATION FIRE/SMOKE DAMPER
FL	FLOOR
FLA	FULL LOAD AMPS
FLD	FLOOR DRAIN
FOS	FUEL OIL SUPPLY
FOR	FUEL OIL RETURN
FPM	FEET PER MINUTE
FT	FEET
G	NATURAL GAS
GAL	GALLONS
GC	GENERAL CONTRACTOR
GPM	GALLONS PER MINUTE
GS	GLYCOL SUPPLY
GR	GLYCOL RETURN
HC	HEATING COIL
HE	HEAT EXCHANGER
HGT	HEIGHT
HP	HORSEPOWER
HWB	HOT WATER BOILER
HWS	HOT WATER SUPPLY
HWR	HOT WATER RETURN
HZ	HERTZ
IN	INCH
KW	KILOWATT
LAT	LEAVING AIR TEMPERATURE
LBS/HR	POUNDS PER HOUR
LF	LINEAR FOOT
LP	LOW PRESSURE
LWT	LEAVING WATER TEMPERATURE
LxWxH	LENGTH BY WIDTH BY HEIGHT
MAX	MAXIMUM
MBH	ONE THOUSAND BRITISH THERMAL UNITS PER HOUR
MCA	MINIMUM CIRCUIT AMPACITY
MD	MOTORIZED DAMPER
MIN	MINIMUM
NIC	NOT IN CONTRACT
NOM	NOMINAL
OA	OUTSIDE AIR
P	PUMP
PD	PRESSURE DROP
PRV	PRESSURE REDUCING VALVE
PSIG	POUNDS PER SQUARE INCH GAUGE
REQD	REQUIRED
RM	ROOM
RPM	REVOLUTIONS PER MINUTE
SG	SPECIFIC GRAVITY
SP	STATIC PRESSURE
SENS	SENSIBLE
SF	SQUARE FEET
SPEC	SPECIFICATION
SO	SQUARE
SS	STAINLESS STEEL
TEMP	TEMPERATURE
THK	THICK
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
UTR	UP TO ROOF
V	VENT, VOLTS, OR VOLUME
VA	VENTILATION AIR
VAV	VARIABLE AIR VOLUME
VD	VOLUME DAMPER (MANUAL)
VIV	VARIABLE INLET VANE
VFD	VARIABLE FREQUENCY DRIVE
VIF	VERIFY IN FIELD
W	WATTS, WIDTH
WBT	WET BULB TEMPERATURE (°F)
WC	WATER COLUMN
WG	WATER GAUGE
WMS	WIRE MESH SCREEN
WPD	WATER PRESSURE DROP

Revisions	Date	No.
3	07/18/24	ADDENDUM NO. 1
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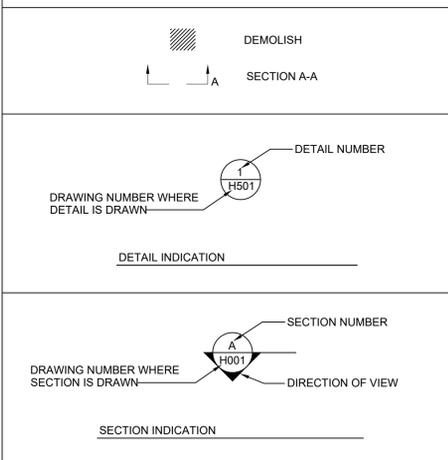
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Scale	NONE
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GREENMAN PEDERSEN, INC MECHANICAL & ELECTRICAL ENGINEERS SUITE 202, SUPTREK, NY 10901	
Mechanical & Electrical Engineer:	Structural Engineer:

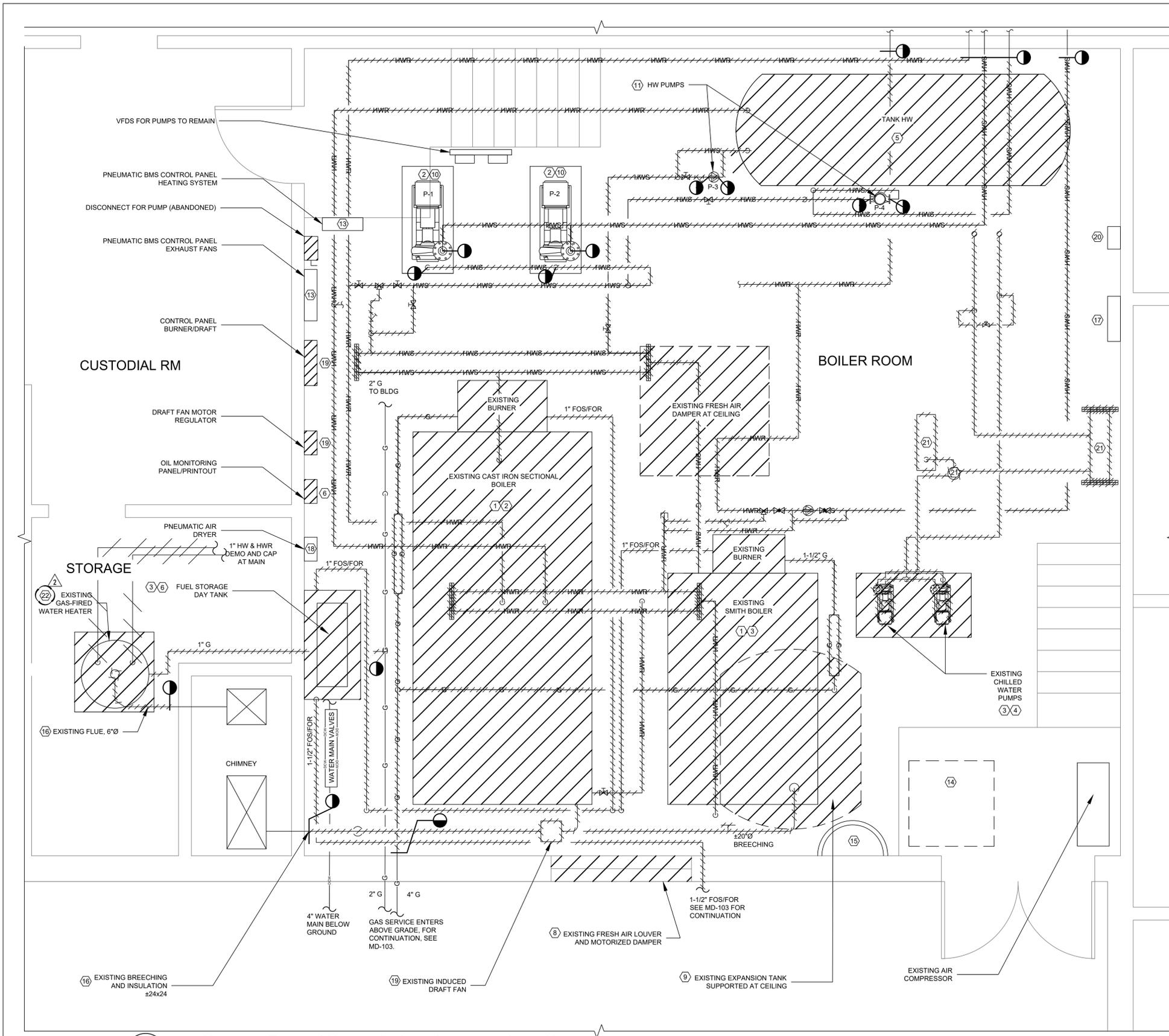
NORTH ROCKLAND HIGH SCHOOL EXTENSION BOILER REPLACEMENT	
HIGH SCHOOL EXT. SBD# 05-02-01-00-007-018	COUNTY OF ROCKLAND

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Drawing Title MECHANICAL SYMBOLS AND ABBREVIATIONS
Drawing No. M-003



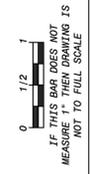
NOTE
NOT ALL ABBREVIATIONS AND SYMBOLS SHOWN MAY BE USED THROUGHOUT.



1 MECHANICAL BOILER RM PLAN - REMOVAL
SCALE: 1/2" = 1'-0"

KEYED NOTES

- 1 DISCONNECT, REMOVE AND DISPOSE OF EXISTING HOT WATER BOILER, BURNER AND ASSOCIATED PIPING.
- 2 EXISTING HOUSEKEEPING PAD TO REMAIN.
- 3 REMOVE EXISTING HOUSEKEEPING PAD, REFER TO ARCHITECTURAL PLANS.
- 4 DISCONNECT, REMOVE AND DISPOSE OF ABANDONED CHILLED WATER PUMPS, ASSOCIATED INSULATED PIPING AND SUPPORTS.
- 5 DISCONNECT, REMOVE AND DISPOSE OF DOMESTIC HOT WATER TANK AND ASSOCIATED SUPPORTS.
- 6 DISCONNECT, REMOVE AND DISPOSE OF EXISTING OIL STORAGE DAY TANK, ASSOCIATED PIPING AND FUEL MONITORING SYSTEM.
- 7 DISCONNECT, REMOVE AND DISPOSE OF EXISTING UNDERGROUND FUEL OIL STORAGE TANK, ASSOCIATED WITH PIPING AND FUEL MONITORING SYSTEM.
- 8 DISCONNECT, REMOVE AND DISPOSE OF EXISTING FRESH AIR DAMPER AT CEILING AND WALL. EXISTING LOUVER AT WALL TO REMAIN.
- 9 DISCONNECT, REMOVE AND DISPOSE OF EXISTING CEILING SUSPENSION EXPANSION TANK, ASSOCIATED SUPPORTS AND PIPING.
- 10 EXISTING RAD MOUNTED HOT WATER PUMPS ARE TO REMAIN. REPLACE P-1 AND P-2 AS ALTERNATE.
- 11 DISCONNECT EXISTING HOT WATER CIRCULATING PUMP, EXISTING PUMP TO BE RE-UTILIZED. CONTRACTOR RESPONSIBLE TO PROTECT PUMP FOR REINSTALLATION.
- 12 DISCONNECT, REMOVE AND DISPOSE OF EXISTING HOT WATER STORAGE TANK AND ASSOCIATED SUPPORTS.
- 13 EXISTING PNEUMATIC BMS CONTROL PANEL TO REMAIN.
- 14 EXISTING SUMP PUMP AT FLOOR TO REMAIN.
- 15 EXISTING WALL MOUNTED SINK TO REMAIN.
- 16 DISCONNECT, REMOVE AND DISPOSE OF EXISTING BREECHING AND INSULATION, CAP AND SEAL AT CHIMNEY.
- 17 EXISTING SIEMENS BMS PANEL TO REMAIN.
- 18 EXISTING AIR DRYER FOR PNEUMATIC SYSTEM TO REMAIN.
- 19 DISCONNECT, REMOVE AND DISPOSE EXISTING DRAFT SYSTEM CONTROLS.
- 20 VFD FOR DOMESTIC HOT WATER PUMP TO REMAIN.
- 21 DISCONNECT, REMOVE AND DISPOSE OF EXISTING AIR SEPARATOR, EXPANSION TANK AND HEADER FOR CHILLED WATER SYSTEM. REMOVE ALL ASSOCIATED SUPPORTS.
- 22 REMOVE EXISTING WATER HEATER. REMOVE GAS LINE BACK TO MAIN.



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3	07/18/24	ADDENDUM NO. 1
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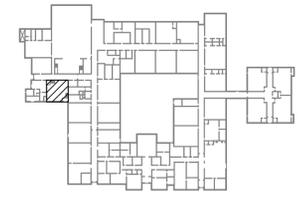
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GREENMAN PEDERSEN, INC MECHANICAL & ELECTRICAL ENGINEERS 50 WEST ST., SUITE 200, SUDBURY, NY 10961	MECHANICAL & ELECTRICAL ENGINEER:
GREENMAN PEDERSEN, INC STRUCTURAL ENGINEERS 50 WEST ST., SUITE 200, SUDBURY, NY 10961	STRUCTURAL ENGINEER:

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HIGH SCHOOL EXT SBD# 05-02-01-05-0-007-016
65 Church Street, Garrisonville, NY 10883
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Mechanical Boiler Room Plan - Removal
Drawing No. **MD-101**

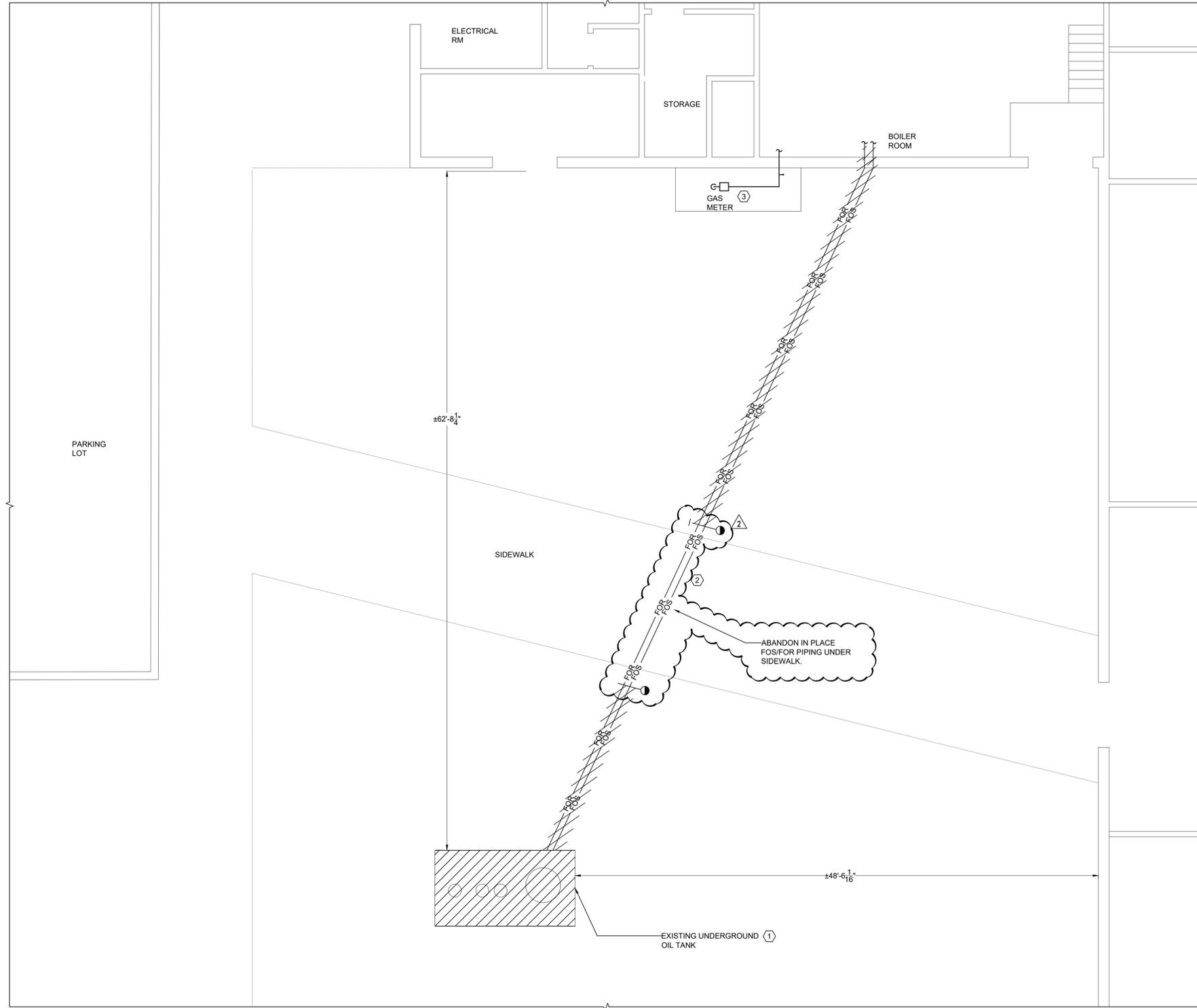


KEY PLAN



PLAN NORTH

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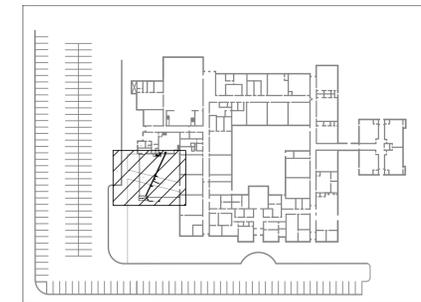
1 MECHANICAL PARTIAL SITE PLAN - REMOVAL
 SCALE: 3/32" = 1'-0"

KEYED NOTES:

- ① DISCONNECT AND REMOVE UNDERGROUND FUEL OIL TANK AND ASSOCIATED FILL/VENT PIPING, MANHOLES, ETC. CONTRACTOR TO COORDINATE REMOVAL WITH FACILITIES AND ASSOCIATED UTILITY PROVIDER. SEE GENERAL NOTES ON THIS DRAWING FOR MORE INFO.
- ② DISCONNECT AND REMOVE BURIED FUEL OIL SUPPLY AND RETURN PIPING FROM UNDERGROUND FUEL STORAGE TANK TO BOILER ROOM DAY TANK. COORDINATE REMOVAL WITH FACILITIES. SEE GENERAL NOTES ON THIS DRAWING FOR MORE INFO.
- ③ EXISTING UTILITY GAS METER AND PIPING TO REMAIN.

GENERAL NOTES:

- 1. PRIOR TO REMOVAL OF FUEL OIL TANK AND FUEL OIL PIPING, CONTRACTOR TO EMPTY TANK FROM ITS CONTENTS AND PROPERLY DISPOSE PER EPA REGULATIONS.
- 2. CONTRACTOR TO PERFORM TEST OF THE EXCAVATED SOIL FOR ANY CONTAMINATES. UPON COMPLETION OF THE REMOVAL WORK, CONTRACTOR TO BACKFILL EXCAVATED AREA WITH CLEAN FILL.
- 3. COORDINATE ALL EXCAVATION AND FILL REQUIREMENTS WITH ARCHITECT AND GENERAL CONTRACTOR.



KEY PLAN



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Drawing Title
**MECHANICAL PARTIAL
 SITE PLAN - REMOVAL**



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 Garrisonville, NY 10885
 COUNTY OF ROCKLAND

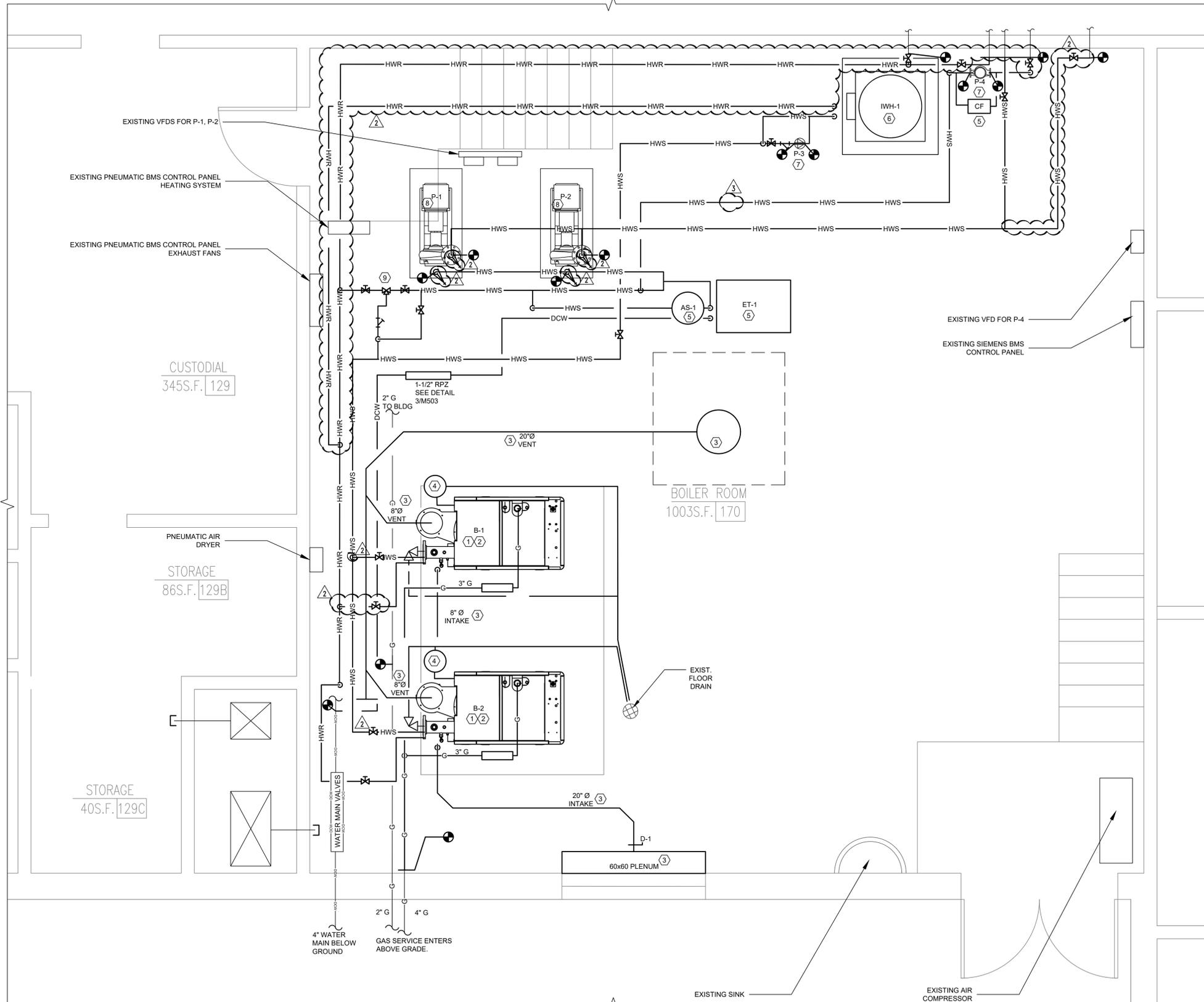
**GREENMAN
 PEDERSEN, INC**
 a REGISTERED PROFESSIONAL ENGINEERING FIRM
 STATE OF NEW YORK, LICENSE NO. 10901
 Mechanical & Electrical Engineer:
 Structural Engineer:

Drawn by: WM
 Checked by: PC
 Project No.: 44023
 Scale: AS SHOWN
 Date: 05/31/2024

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Drawing No.
MD-103



1 MECHANICAL BOILER ROOM PLAN - NEW WORK
 SCALE: 1/2" = 1'-0"

KEYED NOTES:

- ① PROVIDE HOT WATER CONDENSING BOILER, SEE EQUIPMENT SCHEDULE ON DRAWING M002 AND MECHANICAL DETAILS. PROVIDE NEW DDC CONTROLS AND INTERCONNECT TO EXISTING SIEMENS BMS SYSTEM. SEE DRAWING M401 AND SPECIFICATIONS.
- ② PROVIDE PIPING AND REQUIRED INSULATION AND SUPPORTS FOR BOILER. MAKE ALL REQUIRED CONNECTIONS AS PER MANUFACTURER'S INSTRUCTIONS AND AS PER MECHANICAL DETAILS. FOR PIPE INSULATION, SEE SPECIFICATIONS AND SCHEDULE ON DRAWING M002.
- ③ FURNISH AND INSTALL EXHAUST FLUE AND COMBUSTION AIR INTAKE VENT AND SUPPORTS. SEE DETAILS ON M503 AND FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- ④ FURNISH AND INSTALL CONDENSATE NEUTRALIZER FOR THE CONDENSING BOILERS, SEE DETAIL ON M503.
- ⑤ FURNISH AND INSTALL ALL ASSOCIATED BOILER APPURTENANCES, AIR SEPARATOR, EXPANSION TANK, CHEMICAL SHOT FEEDER, ETC. SEE EQUIPMENT SCHEDULE ON M002. REFER TO MECHANICAL DETAILS FOR ADDITIONAL INFORMATION.
- ⑥ FURNISH AND INSTALL INDIRECT HOT WATER HEATER, SEE EQUIPMENT SCHEDULE ON M002. PROVIDE NEW PIPING, INSULATION AND SUPPORTS AND MAKE CONNECTION TO EXISTING MIXING VALVE AT DOMESTIC HOT WATER SYSTEM.
- ⑦ REINSTALL EXISTING PUMPS, P-3 AND P-4. PROVIDE NEW SUPPORTS. MAKE ALL CONNECTIONS TO EXISTING PIPING.
- ⑧ BASE BID: EXISTING PUMPS TO REMAIN. ALTERNATE #1: FURNISH AND INSTALL PUMPS, P-1, P-2. SEE WATER PUMP SCHEDULE ON DRAWING M-002 AND MECHANICAL DETAILS.
- ⑨ PROVIDE 3-WAY CONTROL VALVE. MAKE: SIEMENS; MODEL: 294-06162

GENERAL NOTES:

1. SEE PIPING DIAGRAM DRAWING M-301 AND DETAILS ON M-501, M-502, AND M-503 FOR ALL VALVING, FITTINGS AND SIZES.
2. LAYOUT IS SHOWN CONCEPTUAL. CONTRACTOR TO SUBMIT SHOP DRAWING FOR APPROVAL, PRIOR TO FABRICATION.



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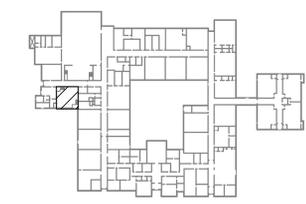
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Mechanical & Electrical Engineer:	Structural Engineer:

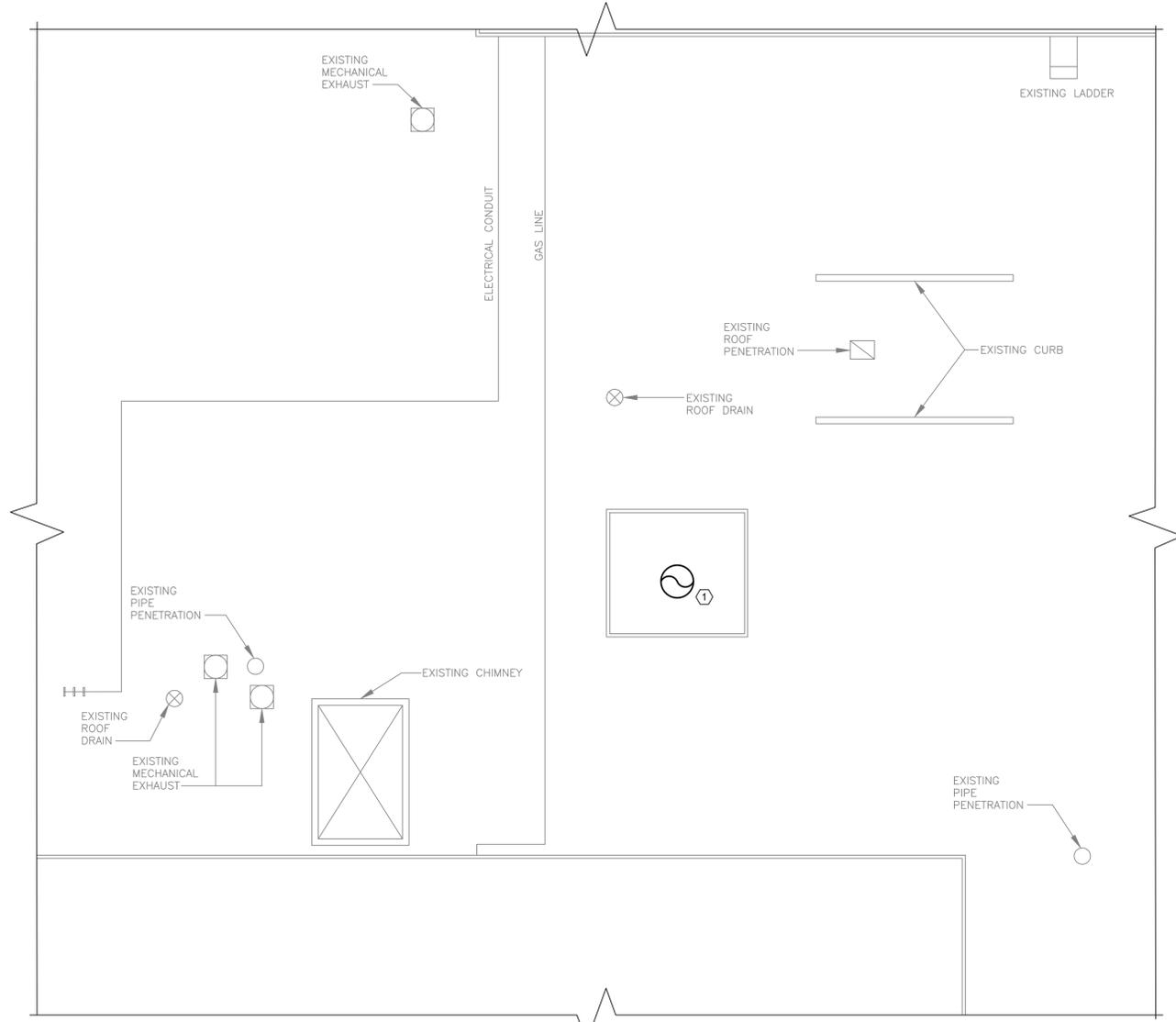
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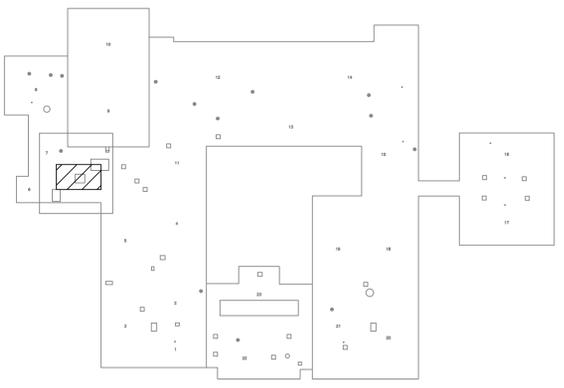
MECHANICAL BOILER ROOM PLAN - INSTALL
 Drawing No. **M-101**



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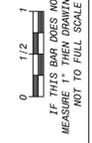
1 PARTIAL ROOF PLAN - NEW WORK
 SCALE: 1/4" = 1'-0"



KEY PLAN

KEYED NOTES

- 1 FURNISH AND INSTALL NEW VENT THROUGH EXISTING ROOF OPENING. SEE DETAIL 1/M503 AND REFER TO MANUFACTURER'S INSTALLATION MANUALS. CONTRACTOR TO PROPERLY SEAL PENETRATION. COORDINATE WITH GC AND REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL DETAILS.



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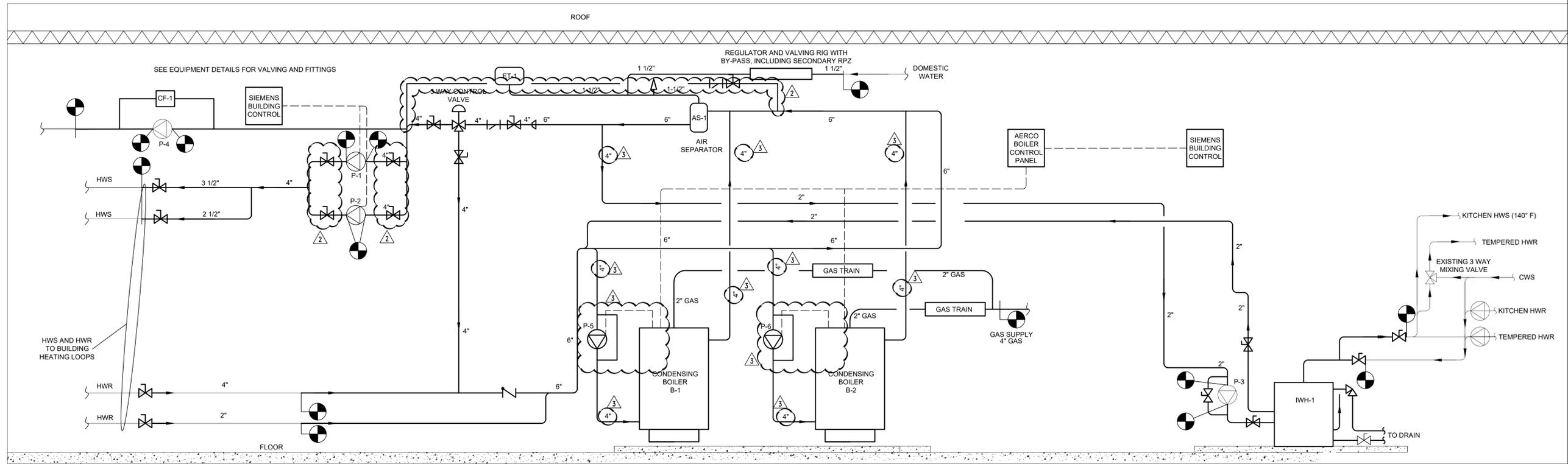
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Mechanical & Electrical Engineer:	
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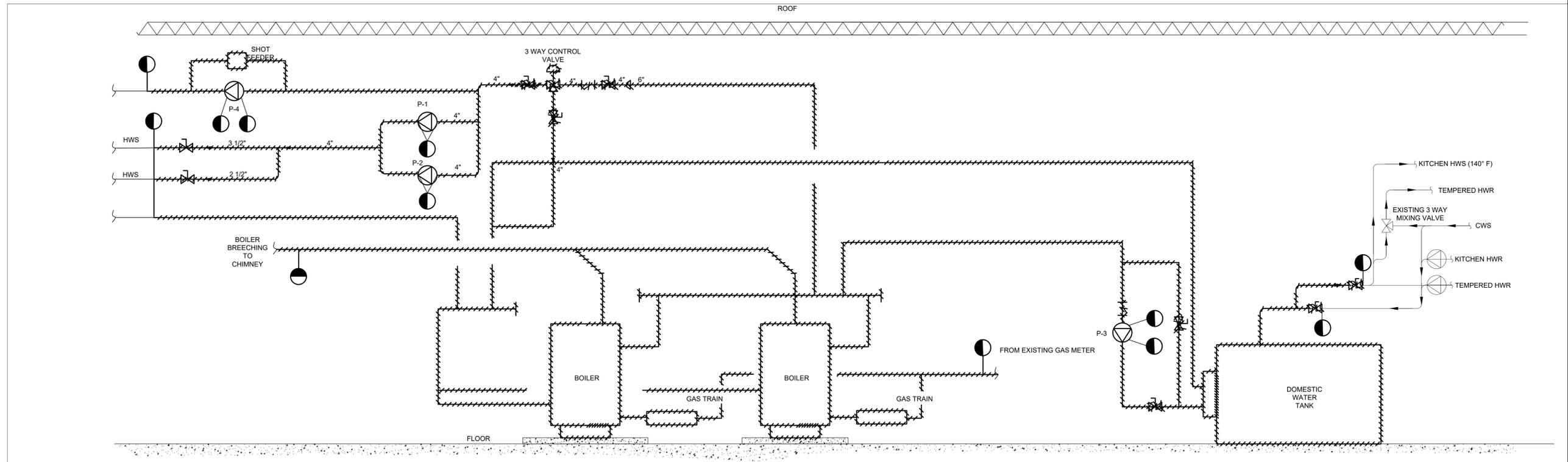
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 Drawing Title
MECHANICAL ROOF PLAN - INSTALL
 Drawing No.
M-102



2 BOILER RISER DIAGRAM - INSTALLATION
SCALE: NONE



1 BOILER RISER DIAGRAM - DEMOLITION
SCALE: NONE

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 MECHANICAL & ELECTRICAL ENGINEERS
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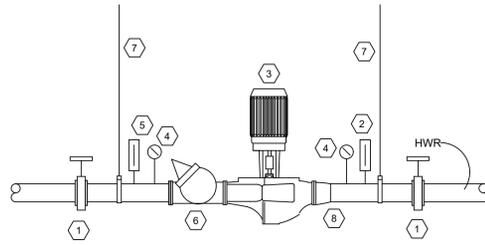
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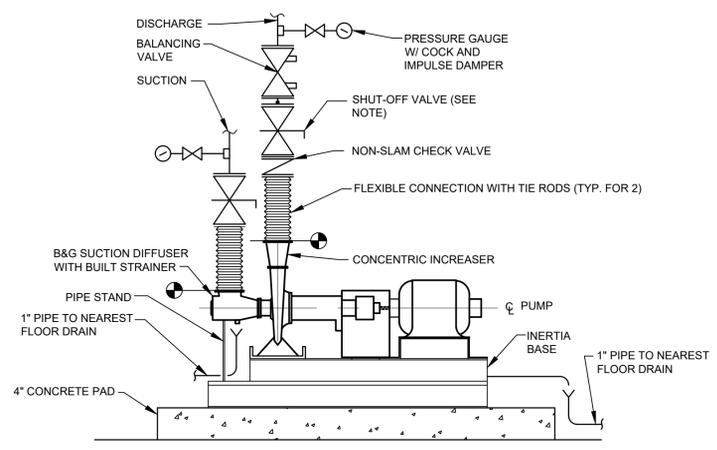
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**MECHANICAL PIPING
 DIAGRAM**

Drawing No. **M-301**



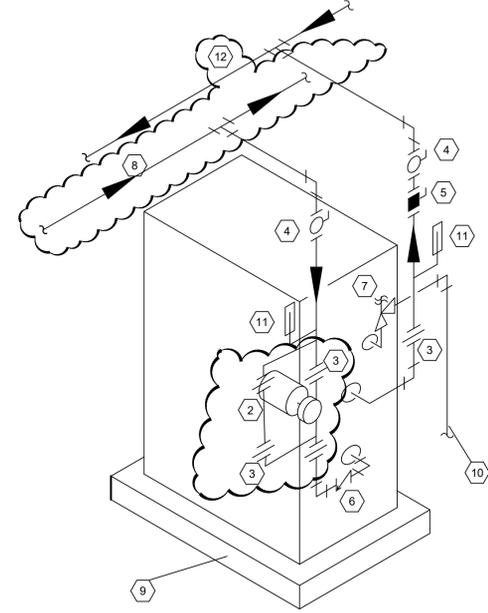
1 INLINE PUMP DETAIL
SCALE: NTS (P-3, P-4)

- 1 BUTTERFLY VALVE
- 2 THERMOMETER
- 3 VERTICAL INLINE PUMP
- 4 PRESSURE GAUGE
- 5 THERMOMETER
- 6 PUMP TRIPLE DUTY VALVE
- 7 PIPE HANGER
- 8 PIPE REDUCER (AS NEEDED)



2 HOT WATER PUMP DETAIL
SCALE: NONE (P-1, P-2)

- NOTE:
1. A TRIPLE DUTY VALVE MAY BE PROVIDED IN LIEU OF CHECK, SHUT-OFF, AND BALANCING VALVES.
 2. BASE BID: EXISTING PUMPS AND VFDS TO REMAIN, REPLACE ALL PIPING AND VALVES TO PUMP.
 3. ALTERNATE #1: REPLACE PUMP, P-1 AND P-2. EXISTING VFD TO REMAIN.



3 BOILER PIPING DETAIL
SCALE: NONE

- 1 BOILER
- 2 CIRCULATING PUMP
- 3 UNION
- 4 BALL VALVE
- 5 CALIBRATED BALANCING VALVE
- 6 CHECK VALVE
- 7 PRESSURE RELIEF VALVE
- 8 HOT WATER RETURN
- 9 6" CONCRETE HOUSEKEEPING PAD
- 10 PIPE TO FLOOR DRAIN
- 11 THERMOMETER
- 12 HOT WATER SUPPLY

0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE

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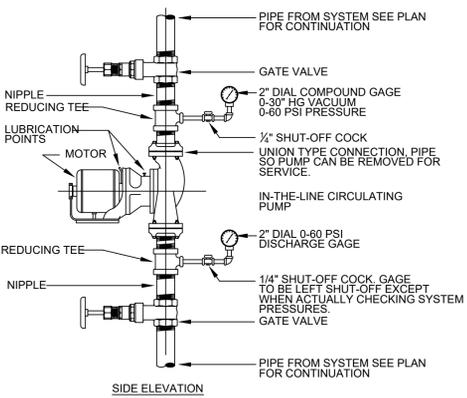
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M-501
Drawing No.

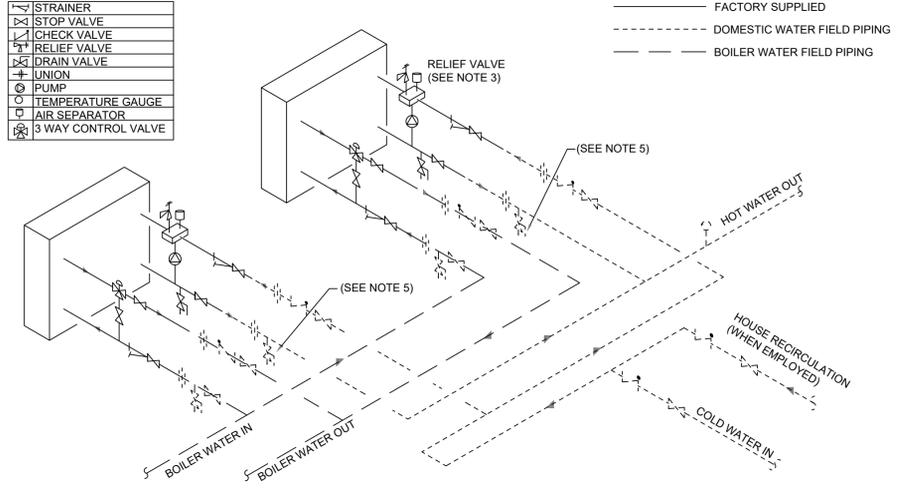


4 INLINE CIRCULATION PUMP AT BOILER DETAIL
SCALE: NTS (P-5, P-6)

- INSTALLATION NOTES**
1. THE PUMP SHALL BE INSTALLED DEAD LEVEL, AND SHALL NOT TOUCH OR REST ON ANY PART OF THE BUILDING STRUCTURE.
 2. THE ELECTRICAL CONNECTION TO THE PUMP SHALL BE MADE THROUGH THE USE OF FLEXIBLE CONDUIT (GREENFIELD) AT LEAST 18" LONG.
 3. THE PUMP SHALL BE INSTALLED SO THAT THE PUMP CAN BE COMPLETELY REMOVED WITHOUT THE DISMANTLING OR REMOVAL OF ANY PIPING OR VALVES.
 4. THE MOTOR AND COUPLING SHALL BE CHECKED AND PROPERLY ALIGNED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
 5. THE ADJACENT PIPING SHALL BE CAREFULLY FITTED AND ERECTED SO THAT THE PUMP CAN BE INSTALLED OR REMOVED FROM THE PIPE WITHOUT FORCING OR SPRINGING.
 6. AFTER THE SYSTEM HAS BEEN COMPLETED AND THE PUMP STARTED THE PUMP AND SYSTEM SHALL BE CHECKED FOR VIBRATION AND EXCESSIVE NOISE AND IMMEDIATELY CORRECTED.
- LUBRICATION NOTES**
1. AFTER COMPLETION OF THE SYSTEM AND BEFORE START-UP, THE PUMP SHALL BE LUBRICATED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
 2. A METAL INSTRUCTION PLATE SHALL BE ATTACHED TO THE PUMP IN A LOCATION WHERE IT IS CLEARLY VISIBLE. THESE INSTRUCTIONS SHALL INDICATE THE RECOMMENDED LUBRICANT, THE POINTS OF LUBRICATION, AND THE RECOMMENDED FREQUENCY OF LUBRICATION.

LEGEND

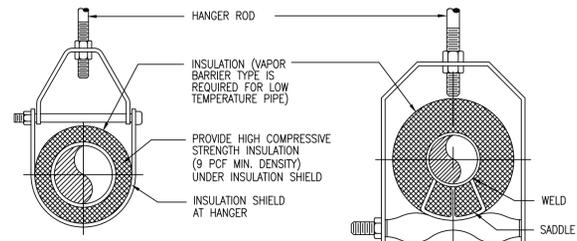
—	STRAINER
—	STOP VALVE
—	CHECK VALVE
—	RELIEF VALVE
—	DRAIN VALVE
—	UNION
—	PUMP
—	TEMPERATURE GAUGE
—	AIR SEPARATOR
—	3 WAY CONTROL VALVE



5 DOMESTIC HW HEAT EXCHANGER PIPING DETAIL
SCALE: NTS

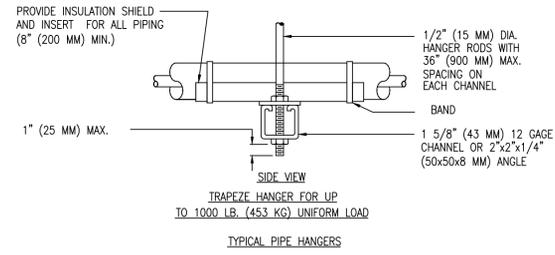
- NOTES:
1. FOR ACTUAL SIZES AND LOCATIONS OF PIPING AND OTHER CONNECTIONS TO THE HEATER, SEE DIMENSIONAL DRAWING.
 2. REDUCERS, ON THE WATER INLET SIDE, SHOULD BE LOCATED ADJACENT TO THE HEATER. EXPANSION FITTINGS, ON THE WATER INLET SIDE, SHOULD BE LOCATED AS FAR AS POSSIBLE FROM THE HEATER.
 3. DRAIN VALVE SHOULD BE PIPED DIRECTLY TO A FLOOR DRAIN. RELIEF VALVE SHOULD BE PIPED VERTICALLY TO A HEIGHT 19" ABOVE THE FLOOR.
 4. HEATERS SHOULD BE PIPED REVERSE RETURN OR BALANCING DEVICES ON THE OUTLETS SHOULD BE EMPLOYED.
 5. INSTALL A HOSE CONNECTION AT THE HOT WATER OUTLET.
 6. CONTRACTOR RESPONSIBLE TO REVIEW MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR ALL PIPING INSTALLATION GUIDELINES.

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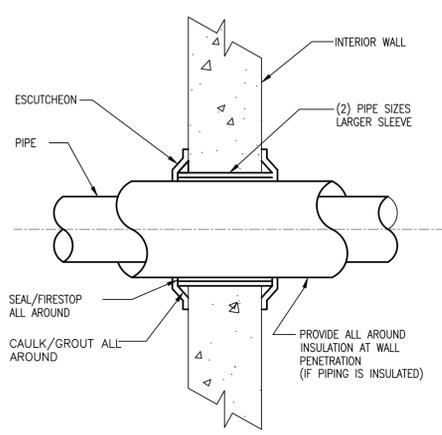


ADJUSTABLE CLEVIS HANGER
TYPE 1 - SEE SPECIFICATIONS

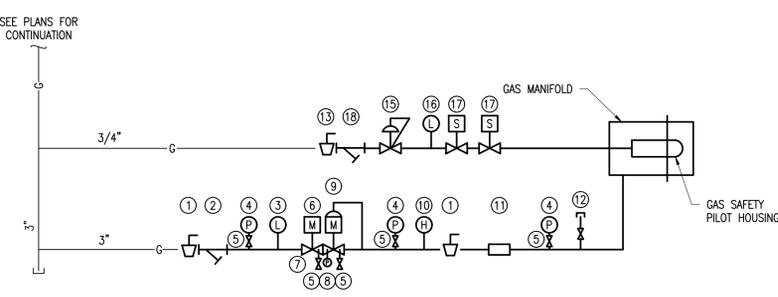
ADJUSTABLE CLEVIS HANGER
TYPE 43 - SEE SPECIFICATIONS



1 PIPE HANGER DETAIL
SCALE: NTS

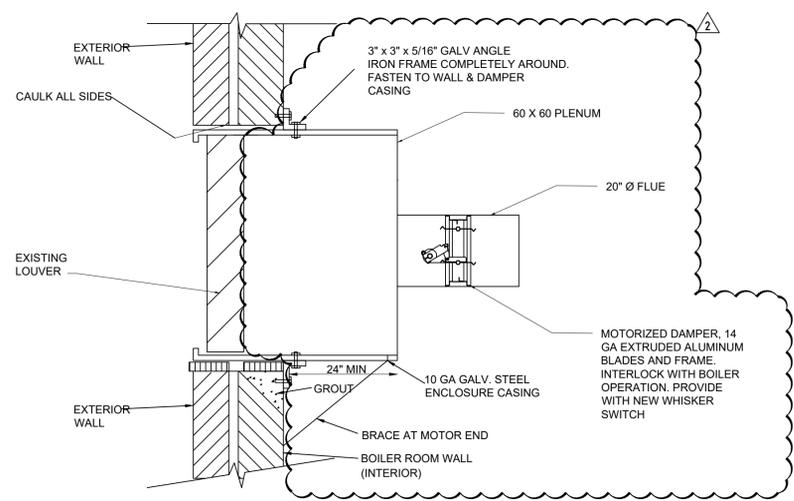


2 INTERIOR WALL PENETRATION
SCALE: NTS

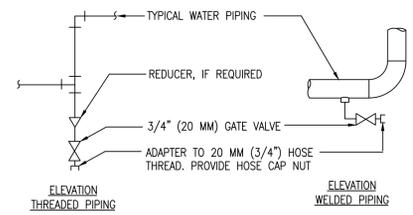


- KEYED NOTES:**
- MANUAL BALL VALVE
 - MAIN GAS STRAINER
 - MAIN GAS LOW PRESSURE SWITCH
 - GAS PRESSURE GAUGE
 - MANUAL TEST VALVE
 - MAIN MOTORIZED GAS VALVE WITH PROOF OF CLOSURE
 - MAIN GAS VALVE BODY
 - GAS LOW PRESSURE SWITCH (AUTO RESET)
 - MAIN REGULATOR/MOTORIZED SHUTOFF GAS VALVE WITH PROOF OF CLOSURE
 - MAIN GAS HIGH PRESSURE SWITCH
 - FUEL FLOW CONTROL VALVE (BUTTERFLY VALVE)
 - TEST COCK WITH PLUG
 - PILOT MANUAL BALL VALVE
 - PILOT STRAINER
 - PILOT GAS PRESSURE REGULATOR
 - PILOT GAS LOW PRESSURE SWITCH (MANUAL RESET)
 - PILOT SOLENOID VALVE
 - PILOT STRAINER
- NOTES:**
- PROVIDE A LISTED, APPROVED, VENTLESS GAS TRAIN ASSEMBLY IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS AND SPECIFICATIONS.
 - SUBMIT BURNER GAS PIPING SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION.

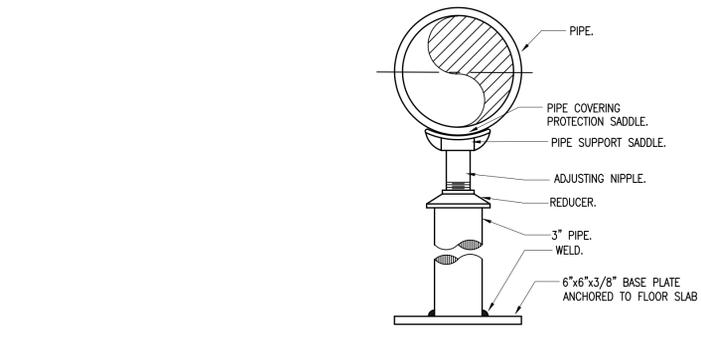
3 BOILER GAS TRAIN
SCALE: NTS



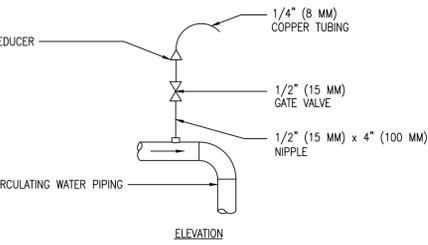
4 MOTORIZED DAMPER DETAIL
SCALE: NTS



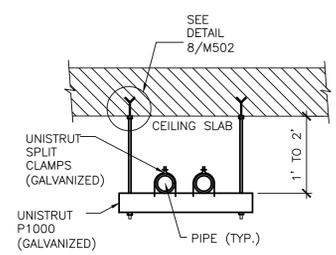
5 AIR VENT AND DRAIN DETAIL
SCALE: NTS



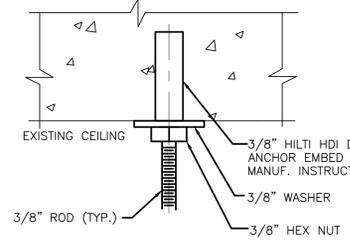
6 ADJUSTABLE PIPE/EQUIPMENT SUPPORT
SCALE: NTS



- NOTES:**
- VENT ALL HIGH POINTS INDICATED ABOVE.
 - IF AUTOMATIC AIR VENTS ARE USED, PIPE DISCHARGE TO DRAIN



7 PIPE SUPPORT DETAIL
SCALE: NTS



8 HANGER DETAIL
SCALE: NTS

KEYED NOTES:

- MANUAL BALL VALVE
- MAIN GAS STRAINER
- MAIN GAS LOW PRESSURE SWITCH
- GAS PRESSURE GAUGE
- MANUAL TEST VALVE
- MAIN MOTORIZED GAS VALVE WITH PROOF OF CLOSURE
- MAIN GAS VALVE BODY
- GAS LOW PRESSURE SWITCH (AUTO RESET)
- MAIN REGULATOR/MOTORIZED SHUTOFF GAS VALVE WITH PROOF OF CLOSURE
- MAIN GAS HIGH PRESSURE SWITCH
- FUEL FLOW CONTROL VALVE (BUTTERFLY VALVE)
- TEST COCK WITH PLUG
- PILOT MANUAL BALL VALVE
- PILOT STRAINER
- PILOT GAS PRESSURE REGULATOR
- PILOT GAS LOW PRESSURE SWITCH (MANUAL RESET)
- PILOT SOLENOID VALVE
- PILOT STRAINER

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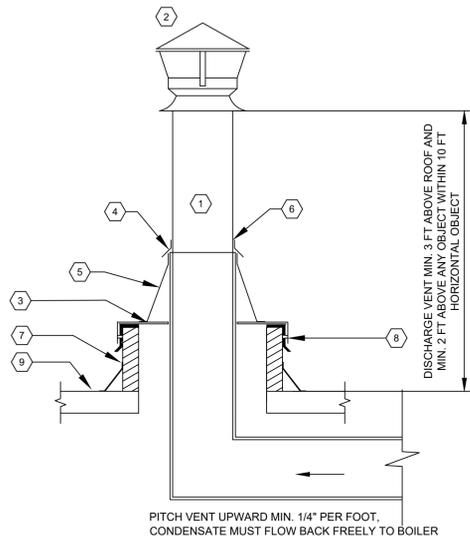
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Structural Engineer:	

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Greenwich, NY 10804
COUNTY OF ROCKLAND

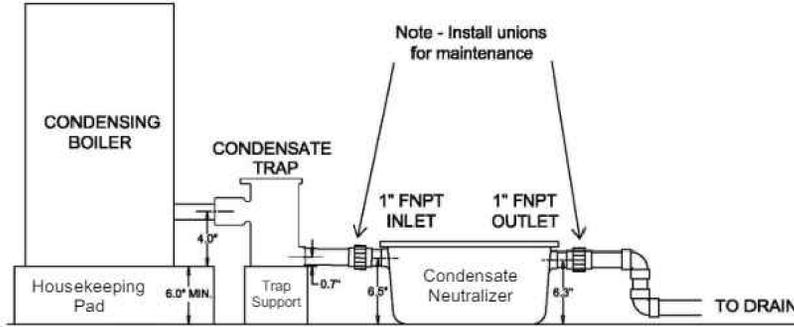
MSA
MICHAEL SHILALE ARCHITECTS, LLP
140 Park Avenue New City, NY 10956 Tel 845-708-9200
www.shilale.com

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Drawing Title
MECHANICAL DETAILS
- 2
Drawing No.
M-502



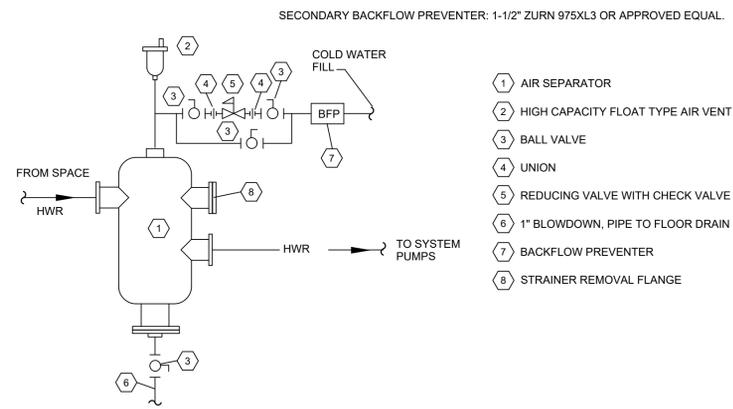
- 1 DOUBLE WALL FLUE PIPE
- 2 STACK CAP
- 3 MODIFIED ENCLOSURE OVER ROOF OPENING. REFER TO ARCH PLANS FOR ADDITIONAL DETAILS
- 4 STORM COLLAR
- 5 TALL CONE FLASHING
- 6 SILICONE SEALANT, AS REQUIRED, COORDINATE SEALING DETAILS WITH ARCHITECT.
- 7 EXISTING ROOF CURB AND FLASHING, COORDINATE ROOFING DETAILS WITH ARCHITECT.
- 8 LAG TO CURB, COORDINATE CURB CONNECTION DETAILS WITH ARCHITECT.
- 9 EXISTING ROOF CONSTRUCTION.

1 DOUBLE WALL FLUE PIPE DETAIL
SCALE: NONE



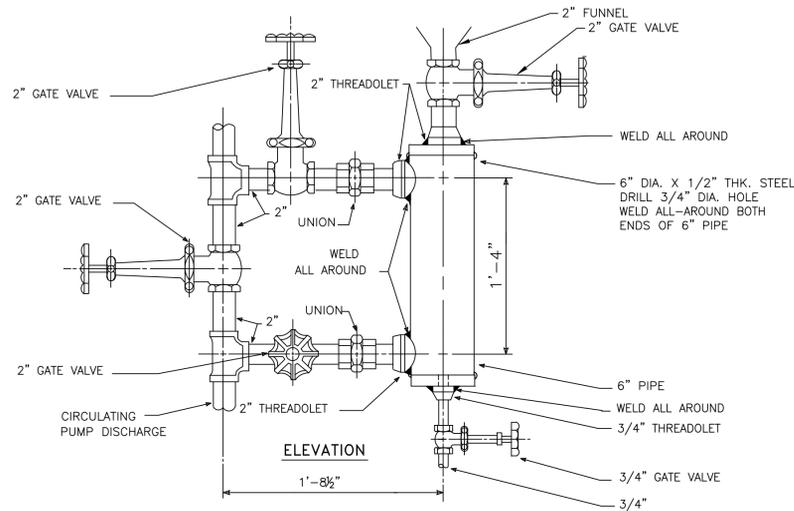
2 CONDENSATE NEUTRALIZER DETAIL
SCALE: NONE

NOTES:
 1. CONDENSATE NEUTRALIZER TANK TO BE BY AERCO, MODEL #89030.
 2. CONDENSATE TRAP ASSEMBLY SHALL BE BY AERCO, MODEL #24441.
 3. INSTALL NEUTRALIZER AND TANK AS PER MANUFACTURER'S INSTRUCTIONS.

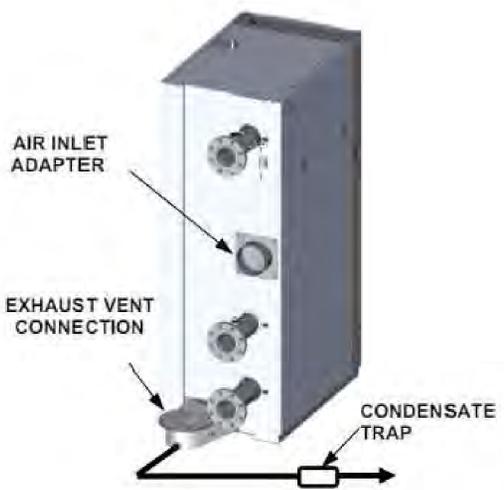


3 AIR SEPARATOR PIPING DETAIL
SCALE: NONE

NOTES:
 1. SEE SPECIFICATION 232006 FOR ADDITIONAL INFORMATION.
 2. SECONDARY BACKFLOW PREVENTER: 1-1/2\"/>



4 WATER TREATMENT SHOT FEEDER
SCALE: NONE



5 BOILER INTAKE AND EXHAUST VENT CONNECTION
SCALE: NONE

No.	Date	Revisions
3	07/18/24	ADDENDUM NO. 1
2	06/18/24	REVISIONS
1	05/31/24	BIDDING DOCUMENTS

REG. EXP. DATE: 10-31-26

Drawn by	WM
Checked by	PC
Project No.	44023
Scale	AS SHOWN
Date	05/31/2024

Mechanical & Electrical Engineer:	GREENMAN PEDERSEN, INC A REGISTERED PROFESSIONAL ENGINEERING FIRM STATE OF NEW YORK, LICENSE NO. 10901
Structural Engineer:	

NORTH ROCKLAND HIGH SCHOOL EXTENSION BOILER REPLACEMENT
 HIGH SCHOOL EXT SBD# 05-02-01-06-0-007-016
 65 Chapel Street
 Garamitan, NY 10883
 COUNTY OF ROCKLAND

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