ADDENDUM NO. ONE

JOB NAME: NOBLESVILLE CITY HALL CONTROLS UPGRADE

PROJECT NUMBER: 24-800-036-1

DATE OF ADDENDUM: 06/19/2024



Dustin Barth, PE. Indiana Registration No. 12200401

THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND IS ISSUED IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS. ACKNOWLEGE RECEIPT OF THIS ADDENDUM BY SIGNING THE ADDENDUM ACKNOWLEDGEMENT SECTION OF YOUR PROPOSAL.

Clarifications:

- 1) Electric Plus is the primary electrical contractor who regularly performs work at Noblesville City Hall
- 2) WMI is the primary mechanical contractor who regularly performs work at Noblesville City Hall
- 3) The Temperature Controls Contractor is expected to be Prime on this project.
- 4) It is acceptable to submit a construction schedule that has substantial completion in Q1 2025
- 5) Temperature Controls Contractor to report all mechanical system deficiencies to Owner. I.E. Valve Replacements, Damper Replacements, etc. Owner to handle all mechanical systems replacements with preferred mechanical contractor.
- 6) TCC can utilize existing Raceway and Cabling Paths as is possible but shall be responsible for new routing where not accessible.

Specifications:

Specification No.: 00 23 00
 Specification Title: Alternates

- a. Modified Allowable Field Controllers replaced Allerton with Siemens.
- b. Clarified Alternate #2, modified from 4 VFD's to 2 VFD's.
 - i. 2 VFDs to be replaced are for the Hydronic Hot Water Pumps. 10 HP each.
- 2. Specification No.: A101

SECTION 01 23 00 ALTERNATES

Project No.: 24-800-036-1

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Price and Contract Time.

1.02 RELATED REQUIREMENTS

- A. Document 00 21 13 Instructions to Bidders: Instructions for preparation of pricing for Alternates.
- B. Document 00 43 23 Alternates Form: List of Alternates as supplement to Bid Form.
- C. Document 00 52 00 Agreement Form: Incorporating monetary value of accepted Alternates.

1.03 ACCEPTANCE OF Alternates

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 BASE BID:

A. All work shown on scoping documents shall be included in the base bid.

1.05 ALTERNATES:

- A. **Alternate 1:** Allerton or Delta Controls field level controllers may be used in conjunction with a Niagara 4 Supervisory Controller
- B. **Alternate 2:** Replace 4 VFD's. two controlling HWP-1 and HWP-2 and two controlling the Carrier RTU's.

1.06 SCHEDULE OF Alternates

- A. Alternate No. 01:
 - 1. Base Bid Item: ABB field controllers
 - 2. Alternate Item: Siemens or Delta Controls field controllers
- B. Alternate No. 02: Replace VFD's
 - 1. Base Bid Item: None

Alternates - 1 - 01 23 00

- 2. Alternate Item: Replace 2 VFD's
 - a. Hot Water Pump 10hp VFD's

Project No.: 24-800-036-1

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Alternates - 2 - 01 23 00

DRAFT AIA Document A101 - 2017

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « » (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

« »« »Noblesville Board of Public Works 16 S 10th St. Noblesville IN 46060 « » « »

and the Contractor:

(Name, legal status, address and other information)

« »« » « » « » « »

for the following Project:

(Name, location and detailed description)

« » Noblesville City Hall Controls Upgrade « »16 S 10th St. Noblesville IN 46060

The Architect:

(Name, legal status, address and other information)

« »« »RQAW Corporation 8770 North Street, #110 Fishers, IN 46038 « » « »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

reviewed.

The parties should complete $A101^{18}-2017$, Exhibit A, ATO1 - 2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201 - 2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is

modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: *(Check one of the following boxes.)*

[«X »] The date of this Agreement.

[(»] A date set forth in a notice to proceed issued by the Owner.

[()] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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(1215778635)

[$(\!(\ \)\!)$] Not later than $(\!(\)\!)$ calendar days from the date of commencement of the Work.					
[« »]	[() By the following date: ()				
are to be com	§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:				
Poi	rtion of Work	Substantial Completion Date			
•	Contractor fails to achieve Substantial Cope assessed as set forth in Section 4.5.	empletion as provided in this Sect	tion 3.3, liquidated damages,		
ARTICLE 4 CONTRACT SUM § 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.					
§ 4.2 Alternat § 4.2.1 Altern	tes nates, if any, included in the Contract Sun	1:			
Iter	m	Price			
execution of	this Agreement. Upon acceptance, the Ov		this Agreement.		
Iter	nces, if any, included in the Contract Sum	Price	of the alternate.) Conditions for Acceptance		
§ 4.3 Allowar (Identify each	m nces, if any, included in the Contract Sum h allowance.) m	Price	/ / '		
§ 4.3 Alloward (Identify each lter	m nces, if any, included in the Contract Sum the allowance.) m Contingency	Price Price 8% of Contract Sum	Conditions for Acceptance		
§ 4.3 Alloward (Identify each lter	nces, if any, included in the Contract Sum h allowance.) m lontingency ices, if any: item and state the unit price and quantity	Price Price 8% of Contract Sum	Conditions for Acceptance		
\$ 4.3 Allowar (Identify each lter C) \$ 4.4 Unit pri (Identify the inter lter lter lter lter lter lter lter l	nces, if any, included in the Contract Sum h allowance.) m lontingency ices, if any: item and state the unit price and quantity	Price Price 8% of Contract Sum limitations, if any, to which the u Units and Limitations	Conditions for Acceptance nit price will be applicable.)		
\$ 4.3 Allowar (Identify each lter C) \$ 4.4 Unit pri (Identify the inter lter lter lter lter lter lter lter l	m nces, if any, included in the Contract Sum th allowance.) m Contingency ices, if any: item and state the unit price and quantity m ated damages, if any:	Price Price 8% of Contract Sum limitations, if any, to which the u Units and Limitations	Conditions for Acceptance nit price will be applicable.)		
\$ 4.3 Allowar (Identify each lter C) \$ 4.4 Unit pri (Identify the interest lter lter) \$ 4.5 Liquida (Insert terms with which is with like lter) \$ 4.6 Other:	m nces, if any, included in the Contract Sum th allowance.) m Contingency ices, if any: item and state the unit price and quantity m ated damages, if any:	Price Price 8% of Contract Sum limitations, if any, to which the u Units and Limitations	nit price will be applicable.) Price per Unit (\$0.00)		
\$ 4.3 Allowar (Identify each lter C) \$ 4.4 Unit pri (Identify the interest lter lter) \$ 4.5 Liquida (Insert terms with which is with like lter) \$ 4.6 Other:	m eces, if any, included in the Contract Sum h allowance.) m contingency ices, if any: item and state the unit price and quantity m ated damages, if any: and conditions for liquidated damages, if	Price Price 8% of Contract Sum limitations, if any, to which the u Units and Limitations	nit price will be applicable.) Price per Unit (\$0.00)		

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201™—2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
 - **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« » « »

« »

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(1215778635)

[« »]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[« »]	Litigation in a court of competent jurisdiction
[« »]	Other (Specify)
	« »
	and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in inding dispute resolution method other than litigation, Claims will be resolved by litigation in a court jurisdiction.
ARTICLE 7 § 7.1 The Cor A201–2017.	TERMINATION OR SUSPENSION Attract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document
A201–2017, ti (Insert the am	Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document hen the Owner shall pay the Contractor a termination fee as follows: ount of, or method for determining, the fee, if any, payable to the Contractor following a termination 's convenience.)
	rk may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.
ARTICLE 8 § 8.1 Where re	MISCELLANEOUS PROVISIONS eference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract e reference refers to that provision as amended or supplemented by other provisions of the Contract
	ner's representative: ss, email address, and other information)
« » « » « » « » « »	
•	ntractor's representative: ss, email address, and other information)
« » « » « » « » « »	
§ 8.4 Neither other party.	the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the
by The American International Tr and criminal per	Ol% - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 Institute of Architects. All rights reserved. WARNING: This All® Document is protected by U.S. Copyright Law and reaties. Unauthorized reproduction or distribution of this All® Document, or any portion of it, may result in severe civil malties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AlA software at 33/2018 under Order No.2623875946 which expires on 06/14/2019, and is not for resale. (1215778635)

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

6

	δ	8.5	Insurance	and	Bond
--	---	-----	-----------	-----	------

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »				
§ 8.7 Other p	rovisions:			
« »				
ARTICLE 9 § 9.1 This Ag .1 .2 .3 .4	AIA Document A101 TM –2017, Ex AIA Document A201 TM –2017, Go	ring documents: andard Form of Agree khibit A, Insurance an- eneral Conditions of the hilding Information M	the Contract for Construction Modeling and Digital Data Exhibit, dated as	
.5	Drawings Number	Title	Date	
.6	Specifications Section	Title	Date Pages	
.7	Addenda, if any:	Date	Pages	
.8	Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9. Other Exhibits: (Check all boxes that apply and include appropriate information identifying the exhibit where required.) [

(Insert the date of the E204-2017 incorporated into this Agreement.)

		« »		
	[« »]	The Sustainability Plan:		
	Title	9	Date	Pages
	[«»]	Supplementary and other Condition	ions of the Contract:	П
		ument	Title	Date Pages
.9	(List her Docume sample sample proposa docume	comments, if any, listed below: re any additional documents that a cent A201 TM _2017 provides that the forms, the Contractor's bid or pronents, and other information furnials, are not part of the Contract Donts should be listed here only if interests the contract of the Contract Donts of the Contract Donts and Donts should be listed here only if interests the contract Donts of the Contract Do	e advertisement or invitation posal, portions of Addenda r shed by the Owner in anticipicuments unless enumerated tended to be part of the Conti	to bid, Instructions to Bidders, elating to bidding or proposal ation of receiving bids or in this Agreement. Any such
Γhis Agreem	ent entere	d into as of the day and year first	written above.	
OWNER (S	lignature)		CONTRACTOR (Signal	ture)
« »« » (Printed n	ame and t	itle)	« »« » (Printed name and titl	(e)

Specification title: Standard Form of Agreement Between Owner and Contractor

a. Added Contingency Requirement: 8% of Contract Sum

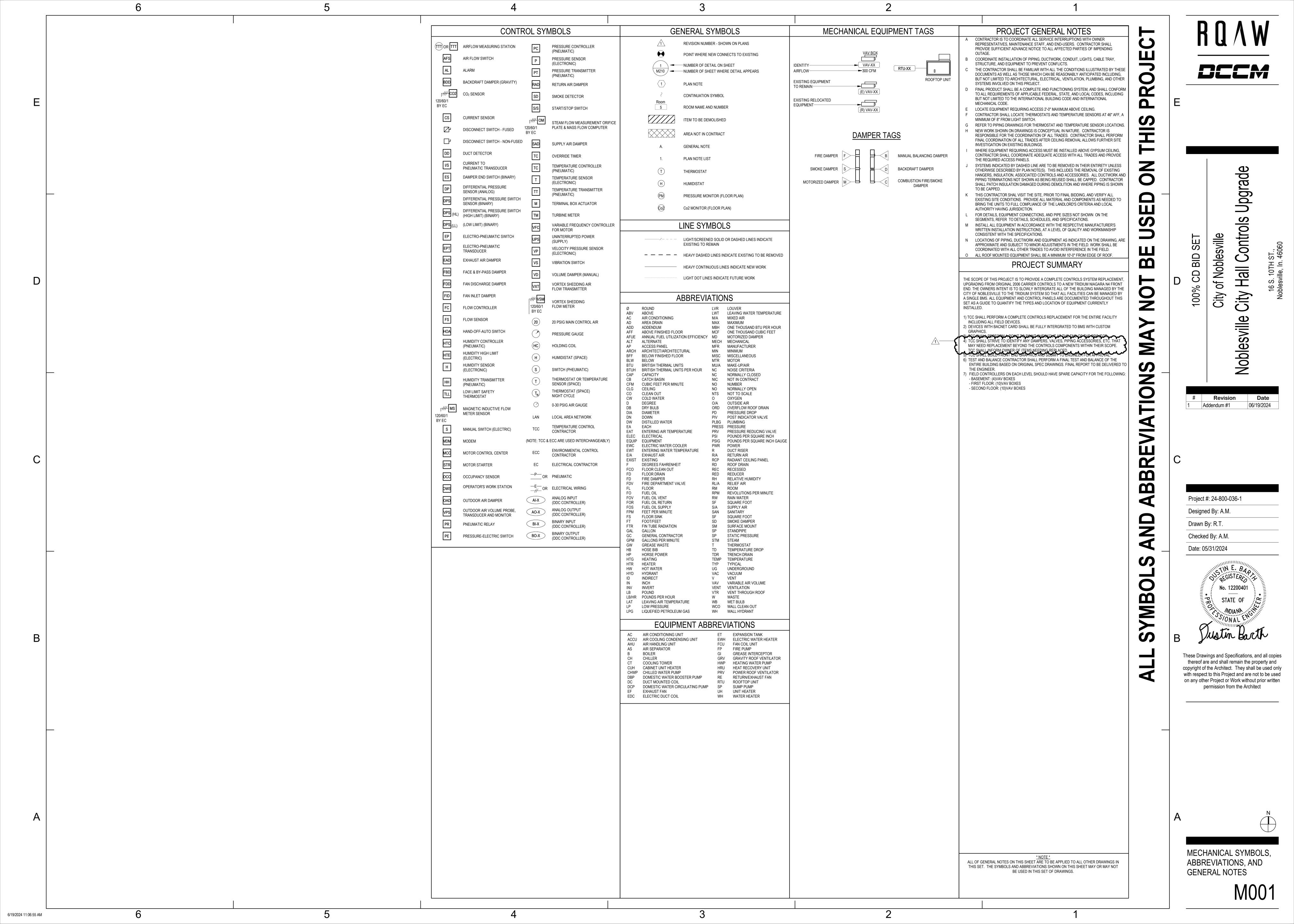
Drawings:

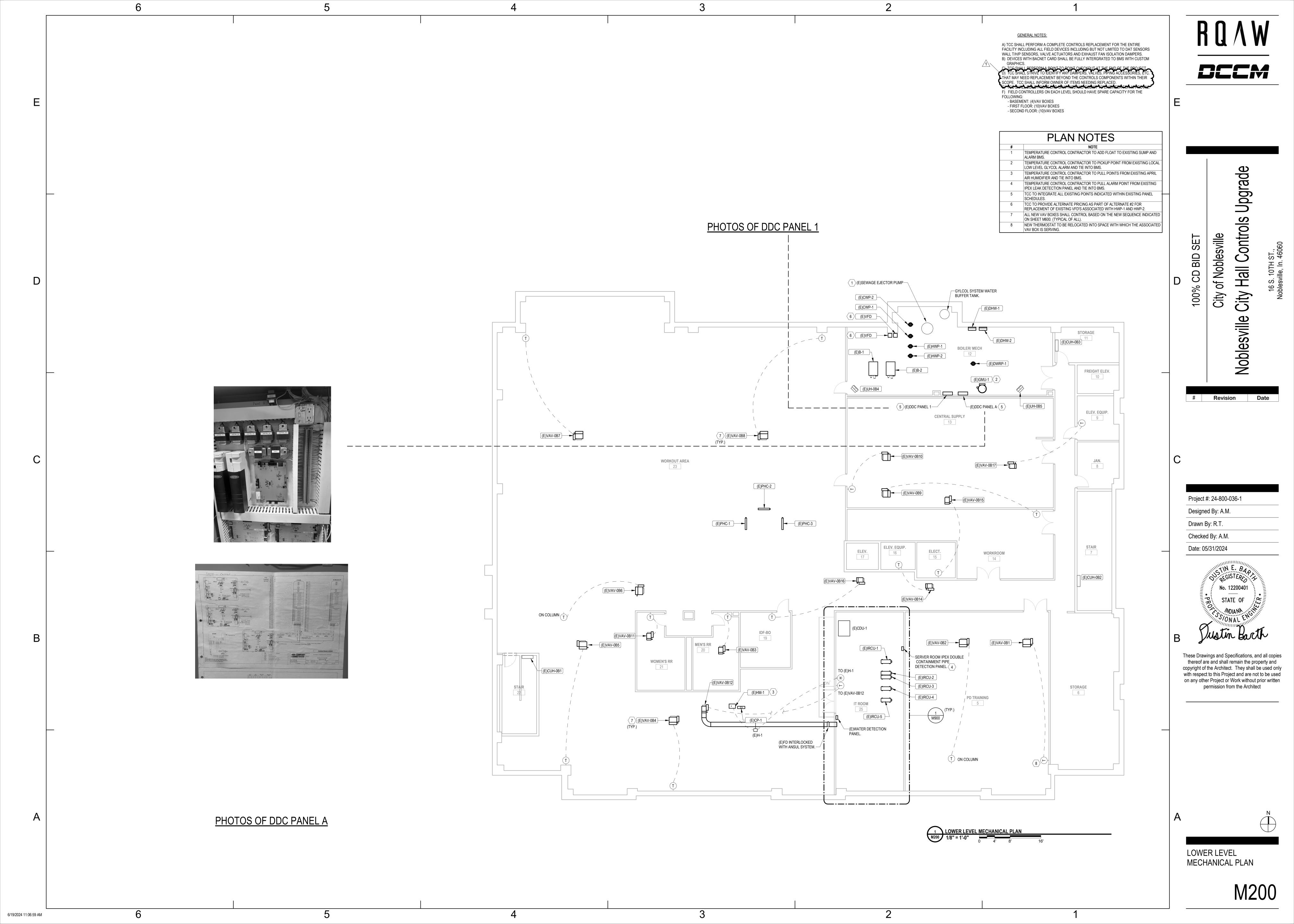
- 1. M-001 Mechanical Symbols, Abbreviations, and General Notes
 - a. Removed note instructing TCC to carry allowance for Mechanical Accessory Replacement. Instructed to inform Owner of items.
- 2. M-200 Lower-Level Mechanical Plan
 - a. Removed note instructing TCC to carry allowance for Mechanical Accessory Replacement. Instructed to inform Owner of items.
- 3. M-210- First Floor Mechanical Plan
 - a. Removed note instructing TCC to carry allowance for Mechanical Accessory Replacement. Instructed to inform Owner of items.
- 4. M-220 Second Floor Mechanical Plan
 - a. Removed note instructing TCC to carry allowance for Mechanical Accessory Replacement. Instructed to inform Owner of items.
- 5. M-230 Roof Mechanical Plan
 - a. Removed note instructing TCC to carry allowance for Mechanical Accessory Replacement. Instructed to inform Owner of items.

Files:

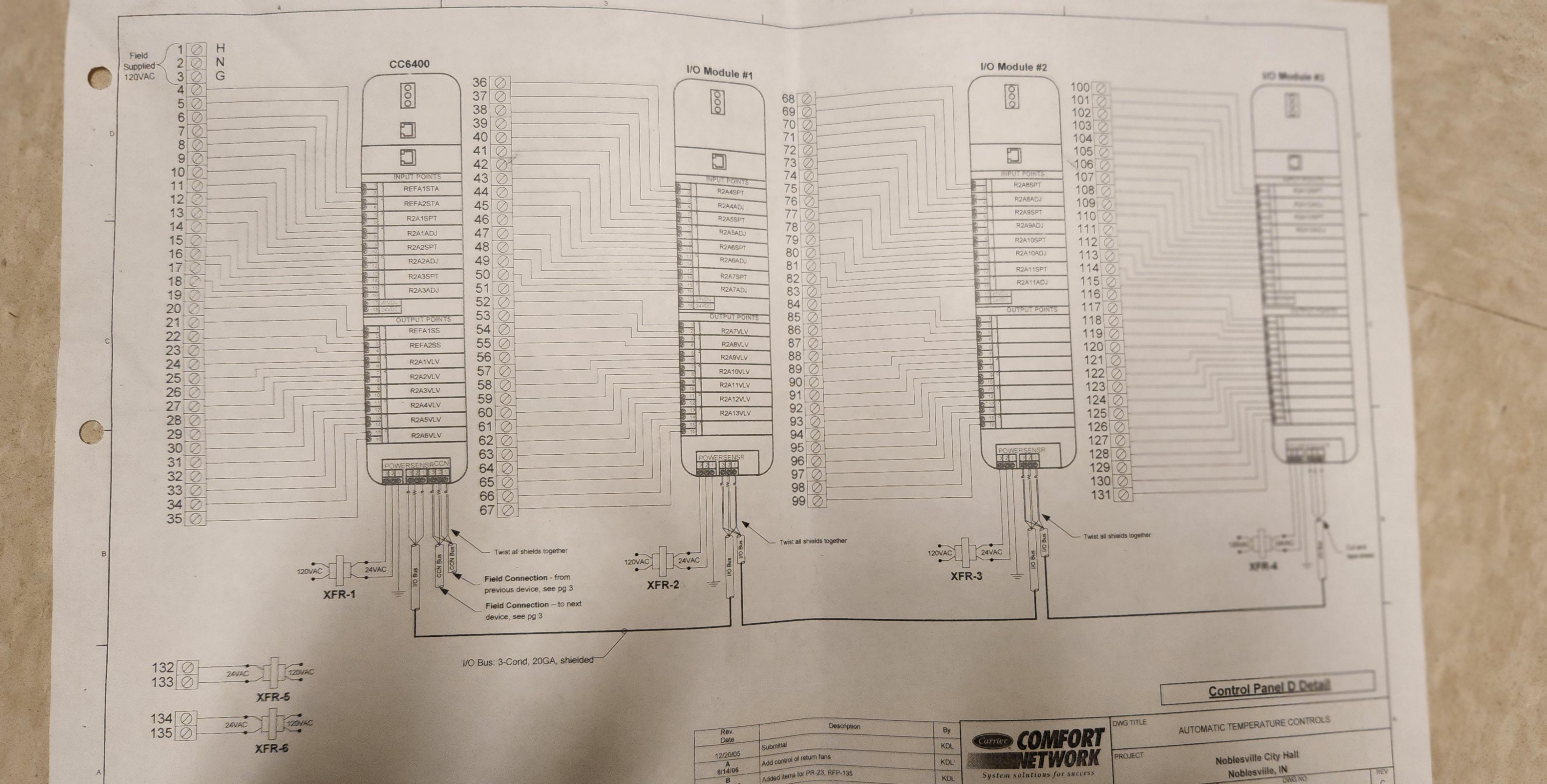
1) Added Folder of Existing Panel Photos

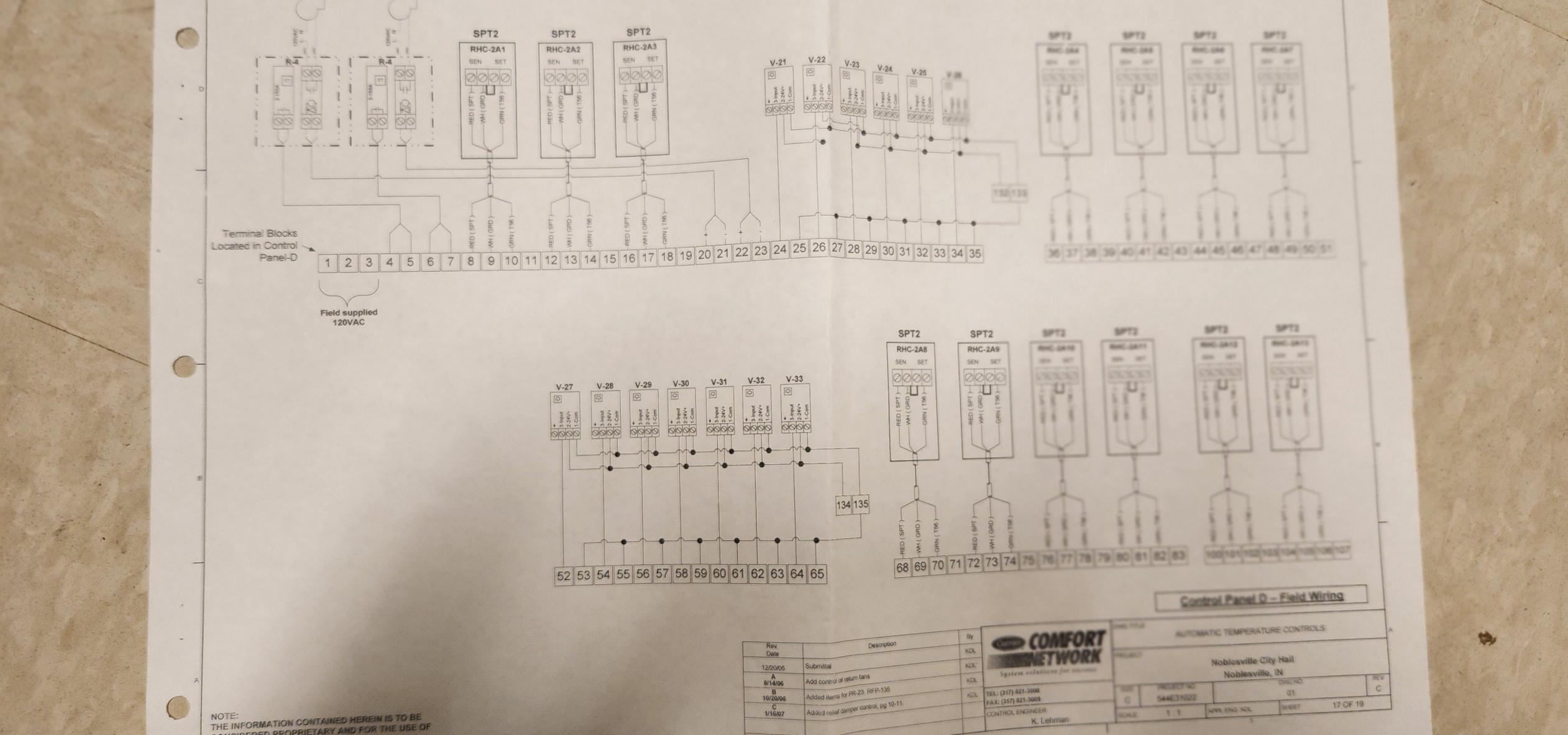
END OF ADDENDUM 3



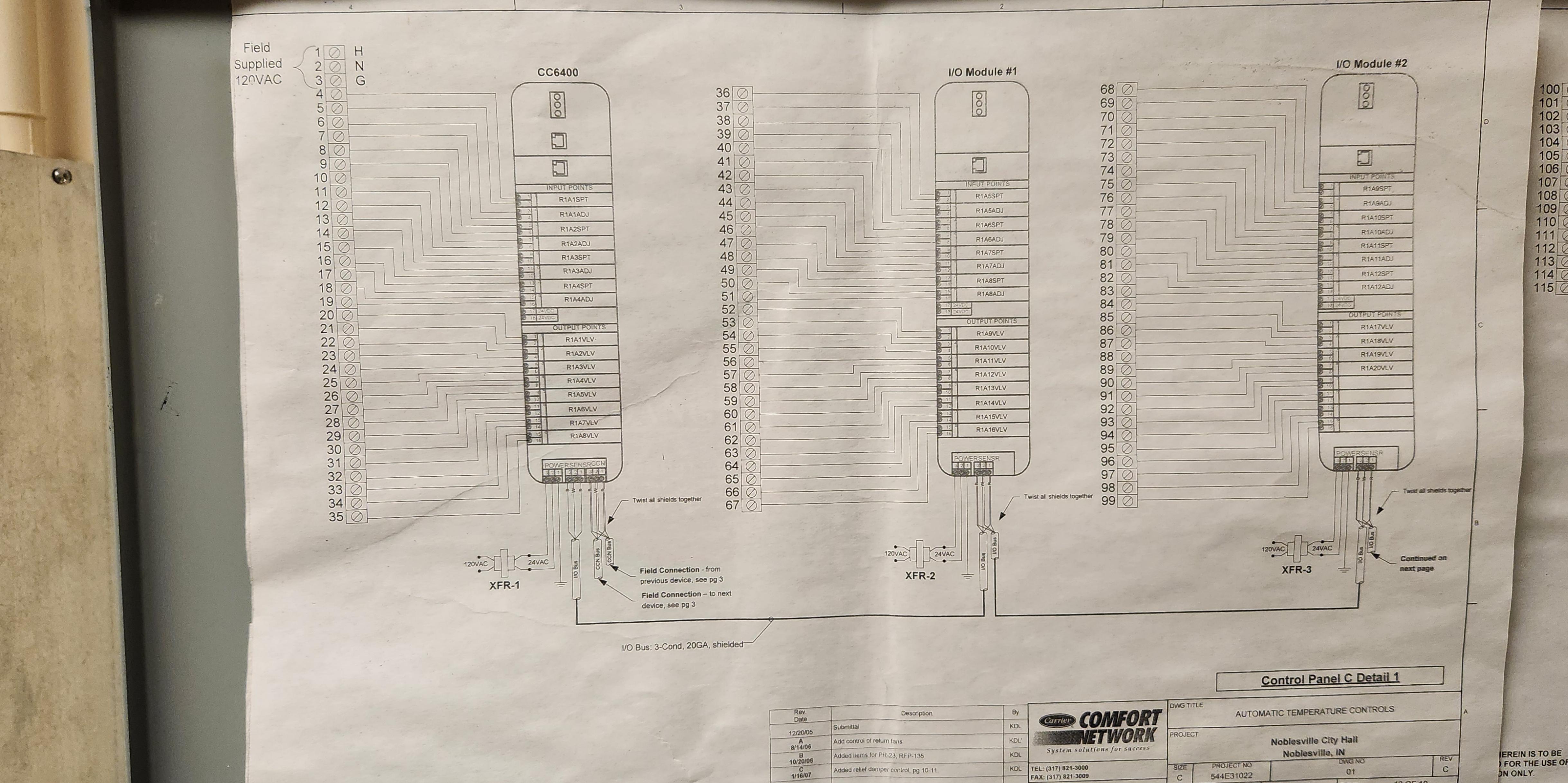




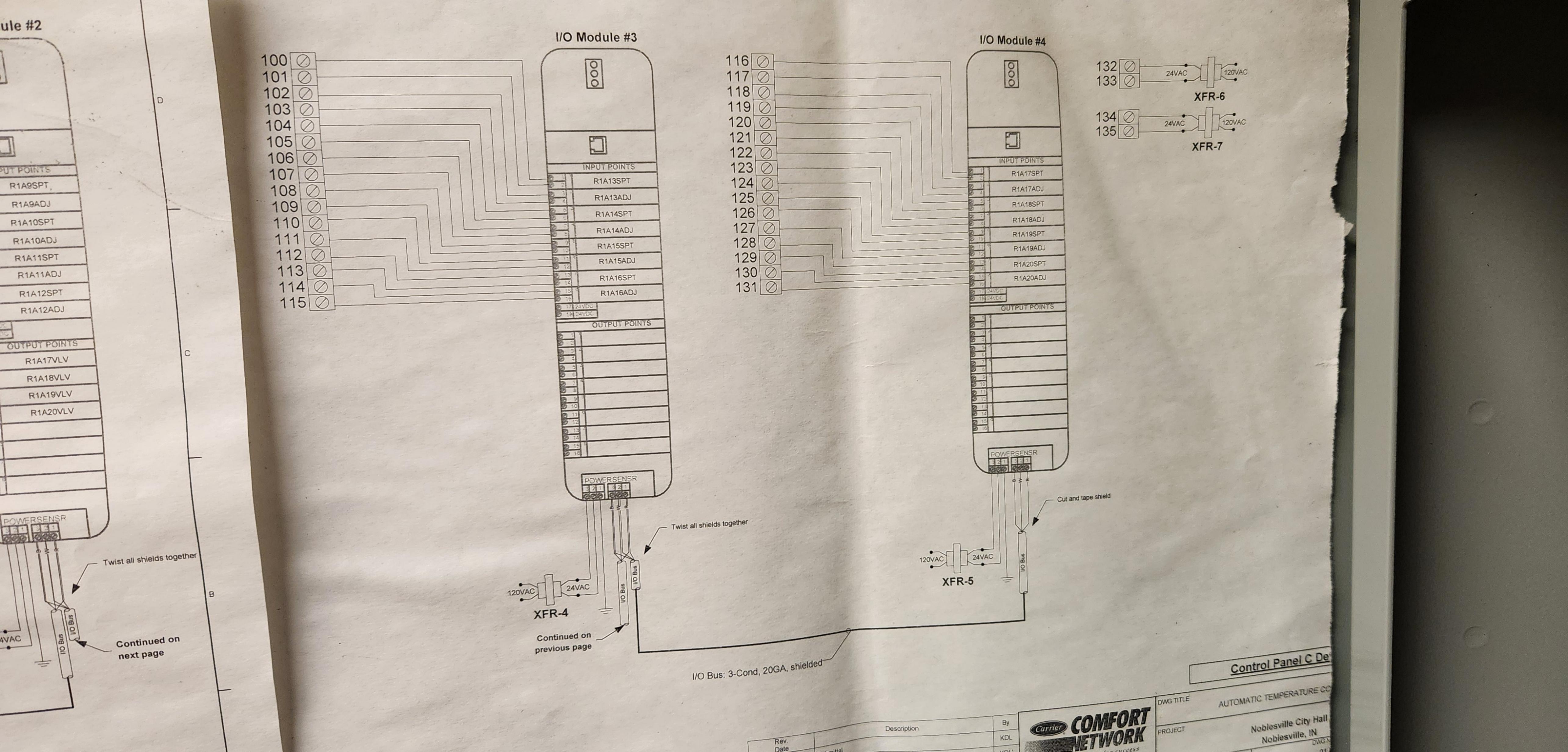


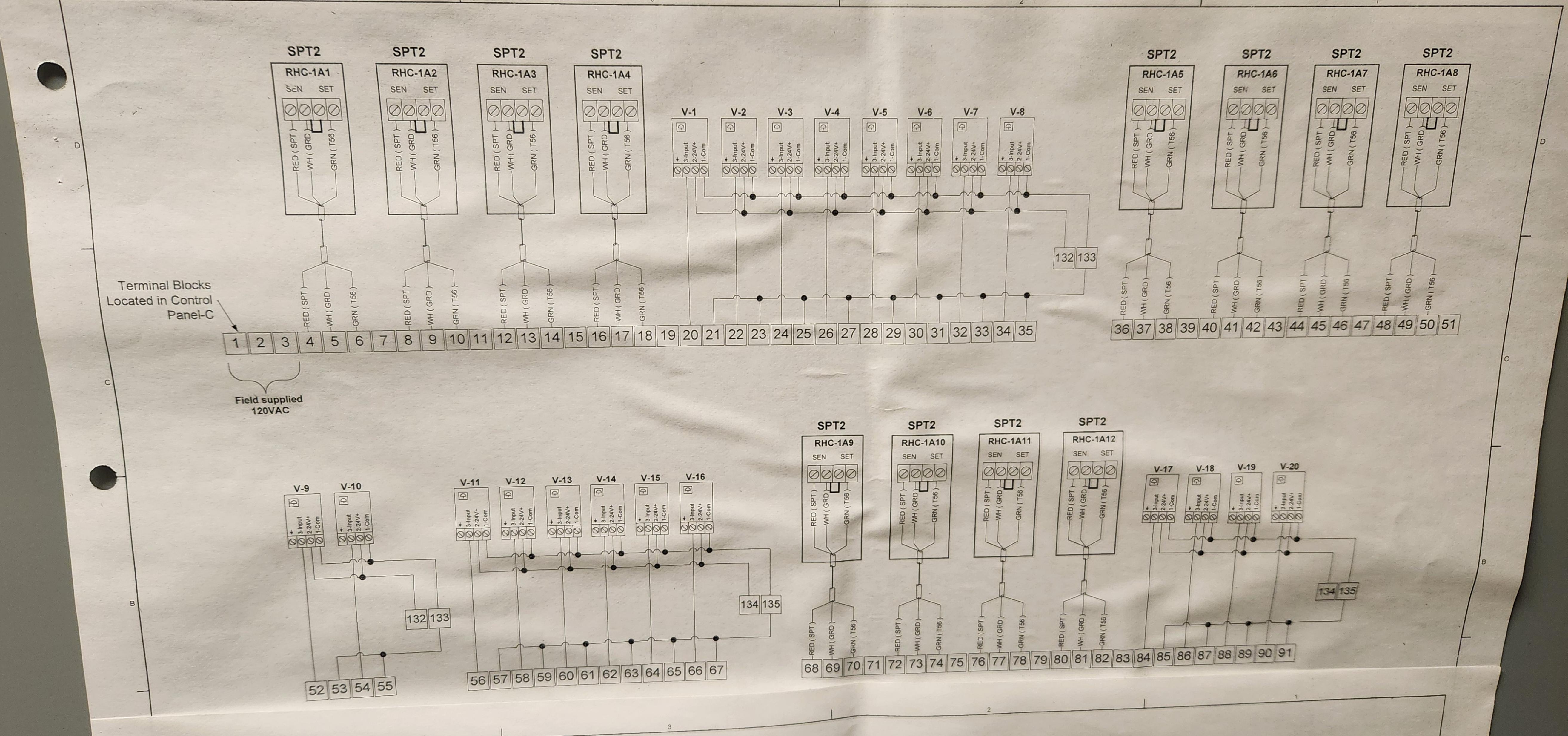


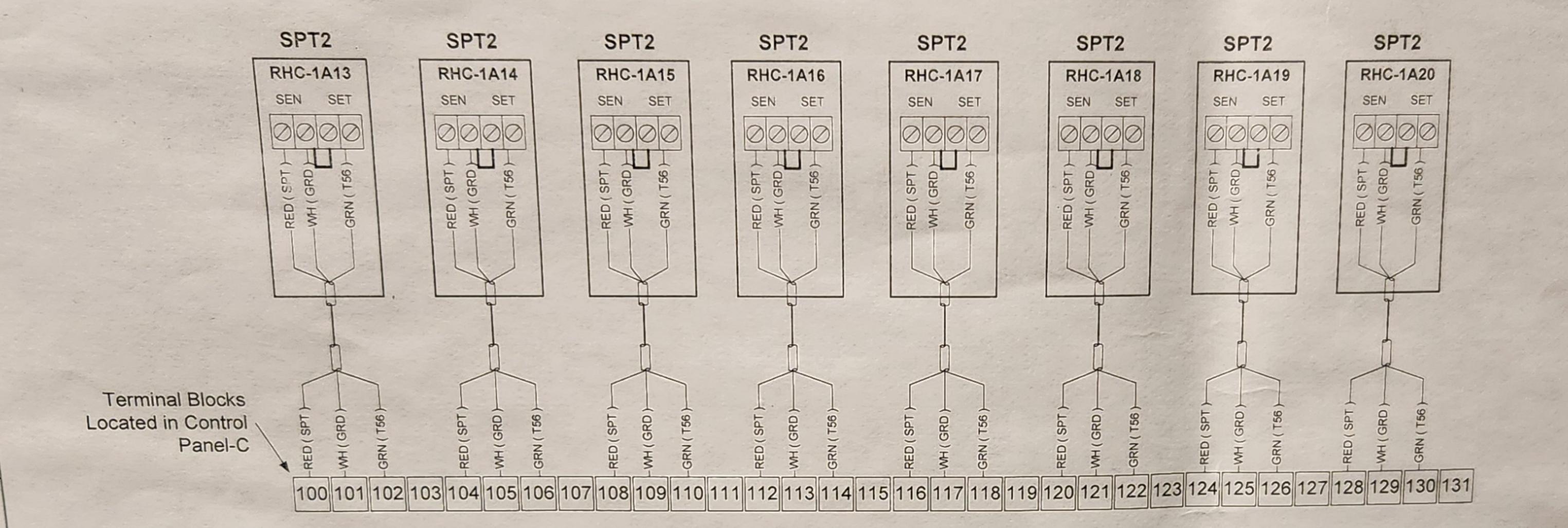




FOR THE USE OF





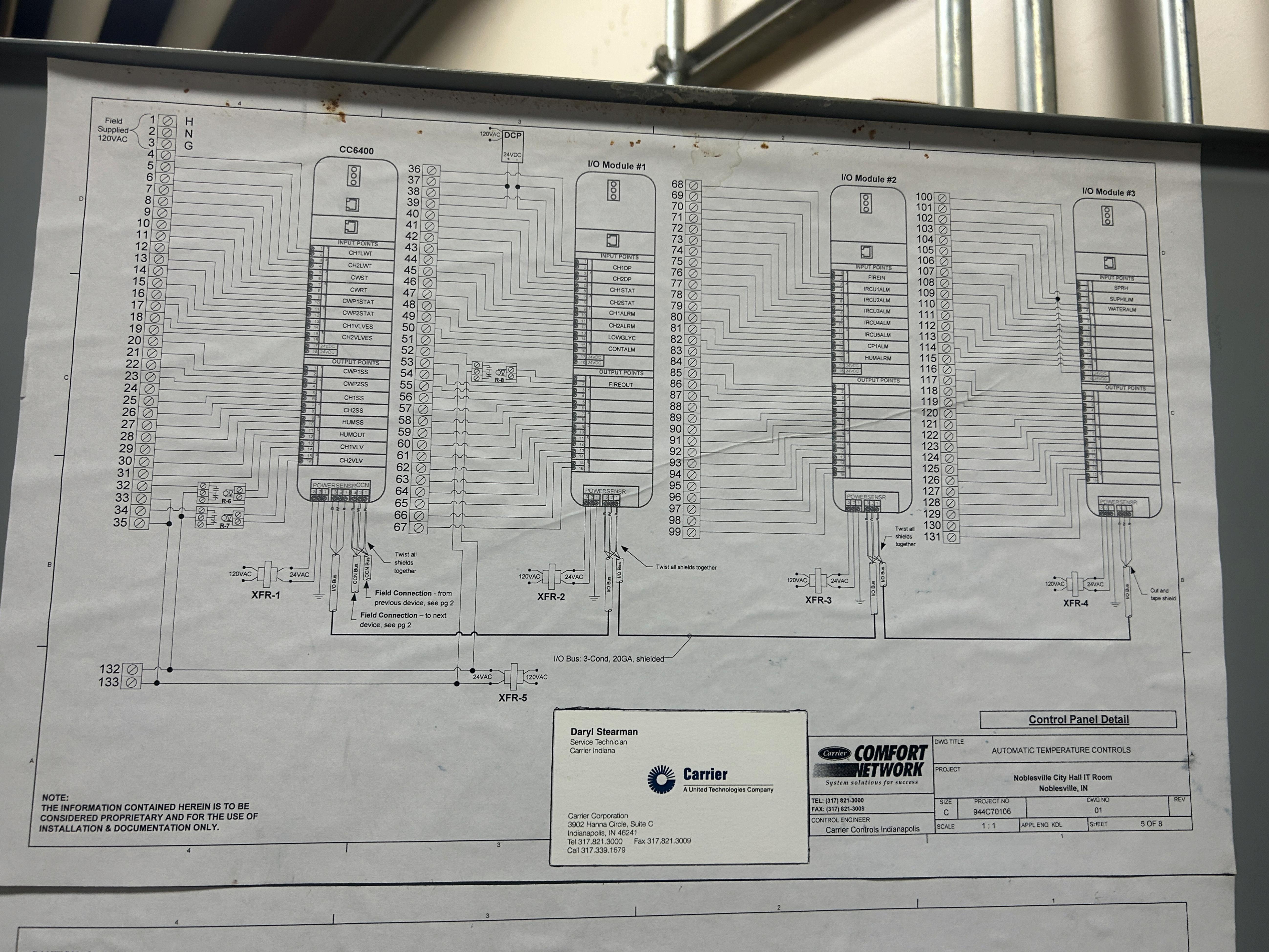


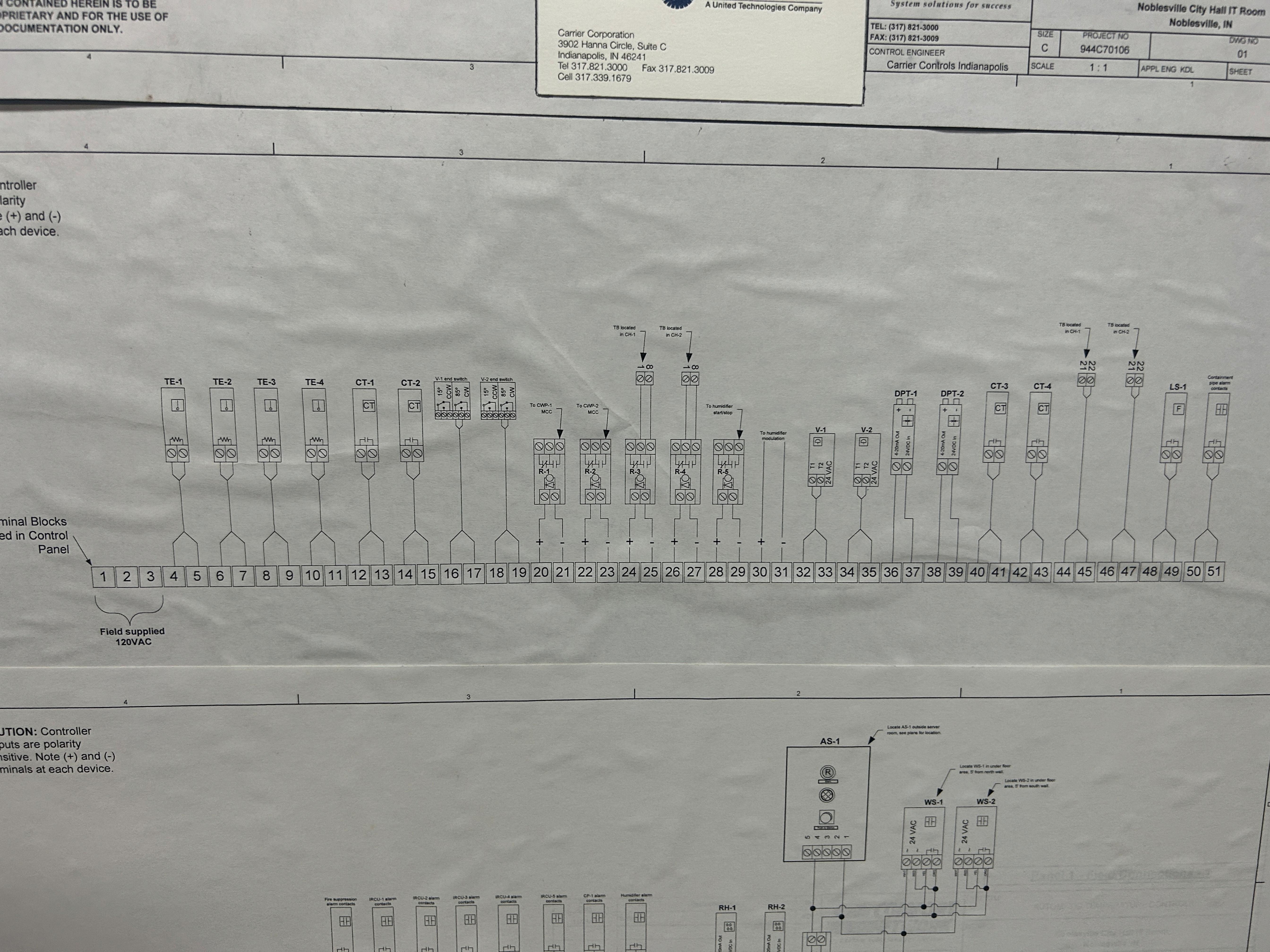
Control Panel C - Field Wiring 2

AUTOMATIC TEMPERATURE CONTROLS Description Noblesville City Hall Add control of return fans System solutions for success Noblesville, IN 8/14/06 Added items for PR-23, RFP-135 PACLECTIO KDL TEL: (317) 821-3000 FAX: (317) 821-3009 544E31022 Added relief damper control, pg 10-11. 15 OF 19 APPLENG KOL CONTROL ENGINEER SCALE K. Lehman

NOTE:
THE INFORMATION CONTAINED HEREIN IS TO BE
CONSIDERED PROPRIETARY AND FOR THE USE OF
INSTALLATION & DOCUMENTATION ONLY.







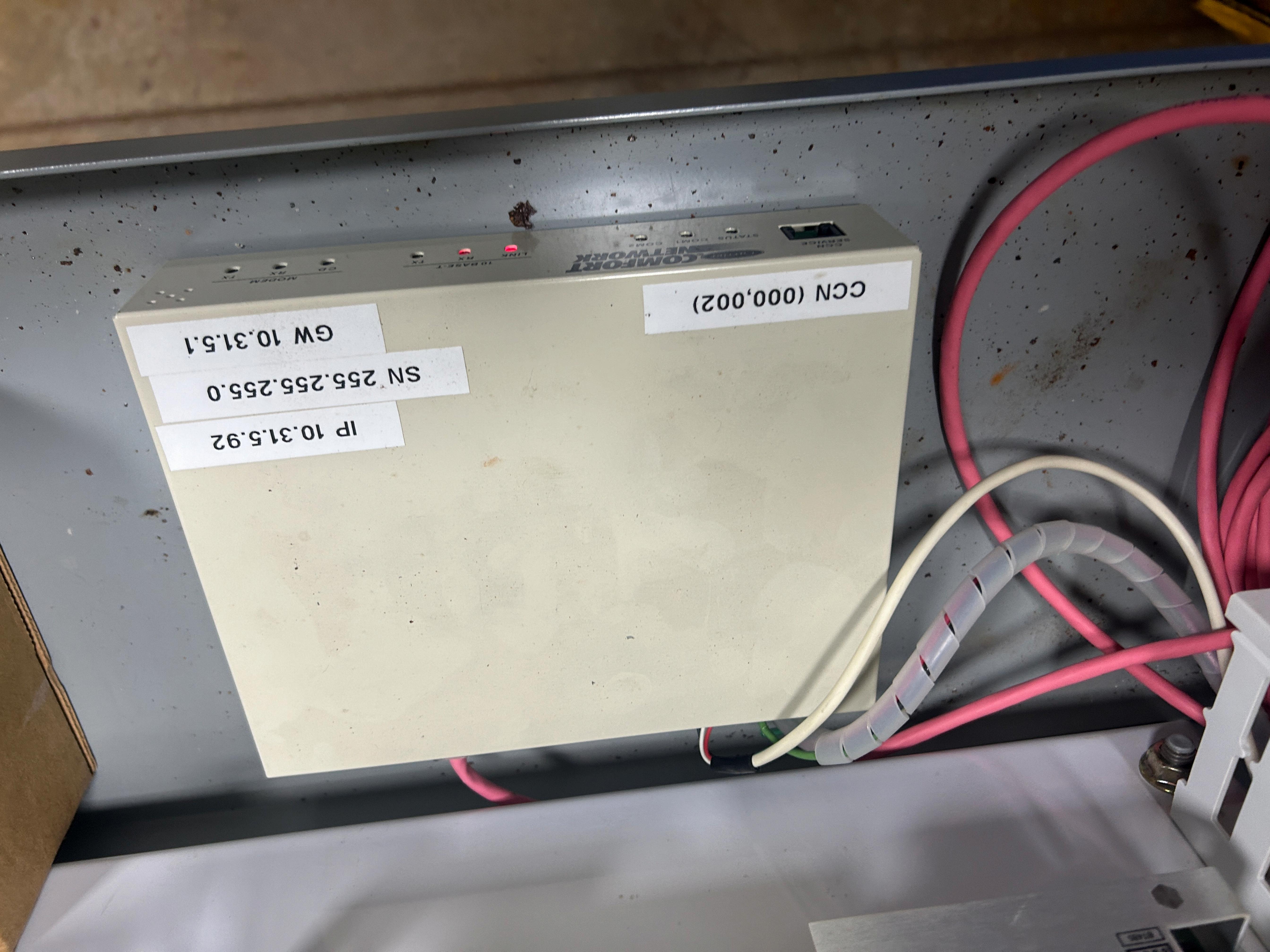


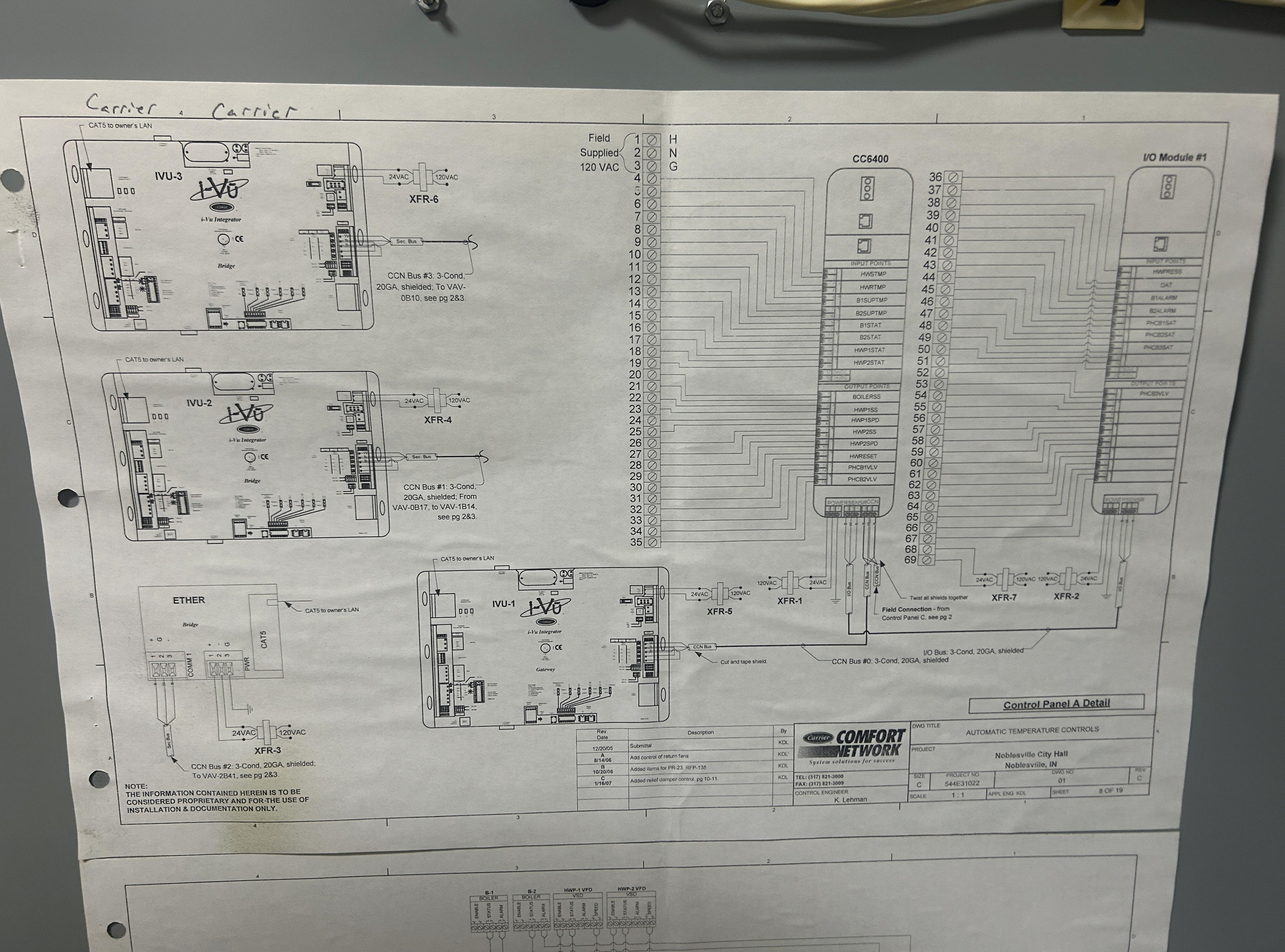


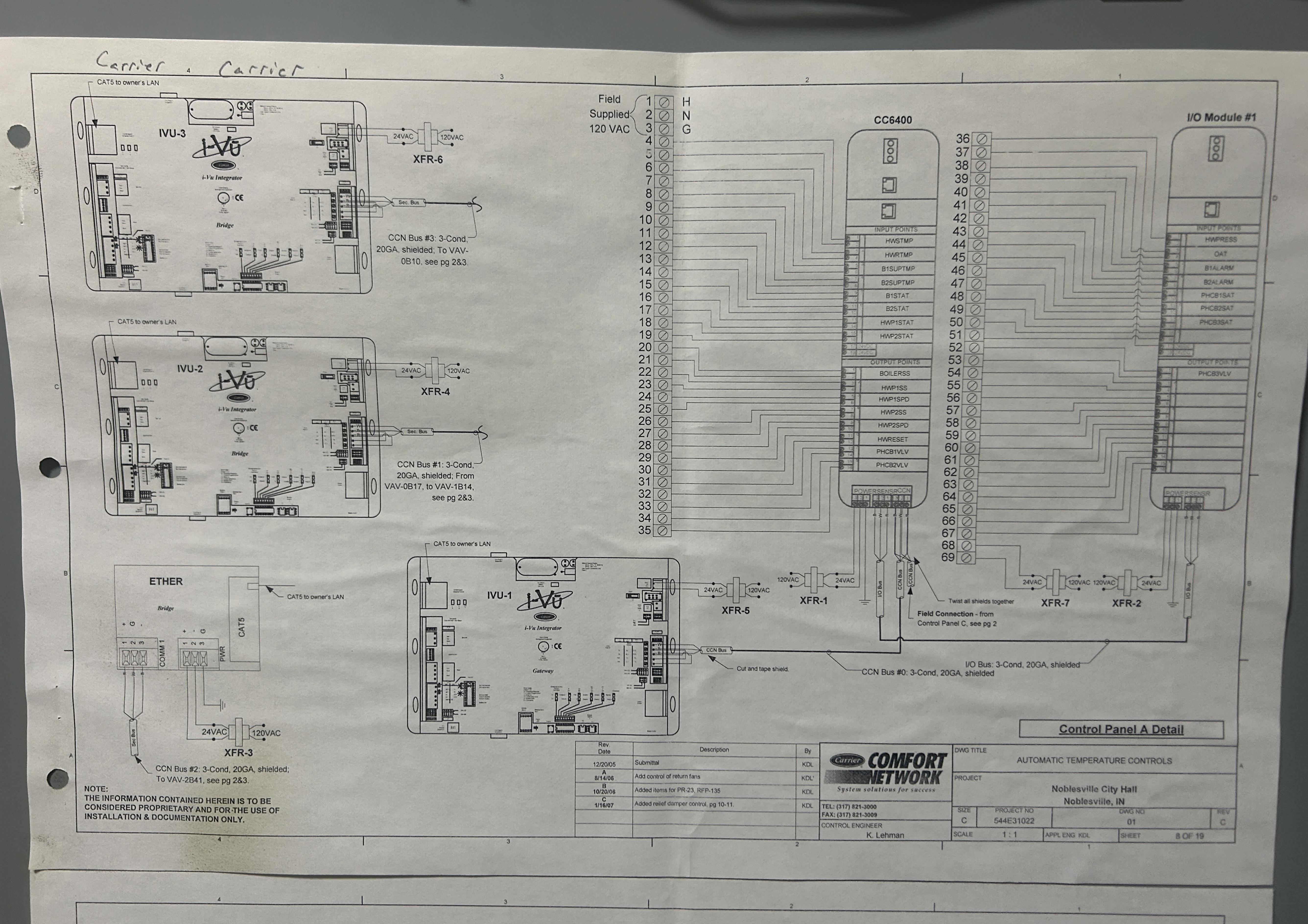




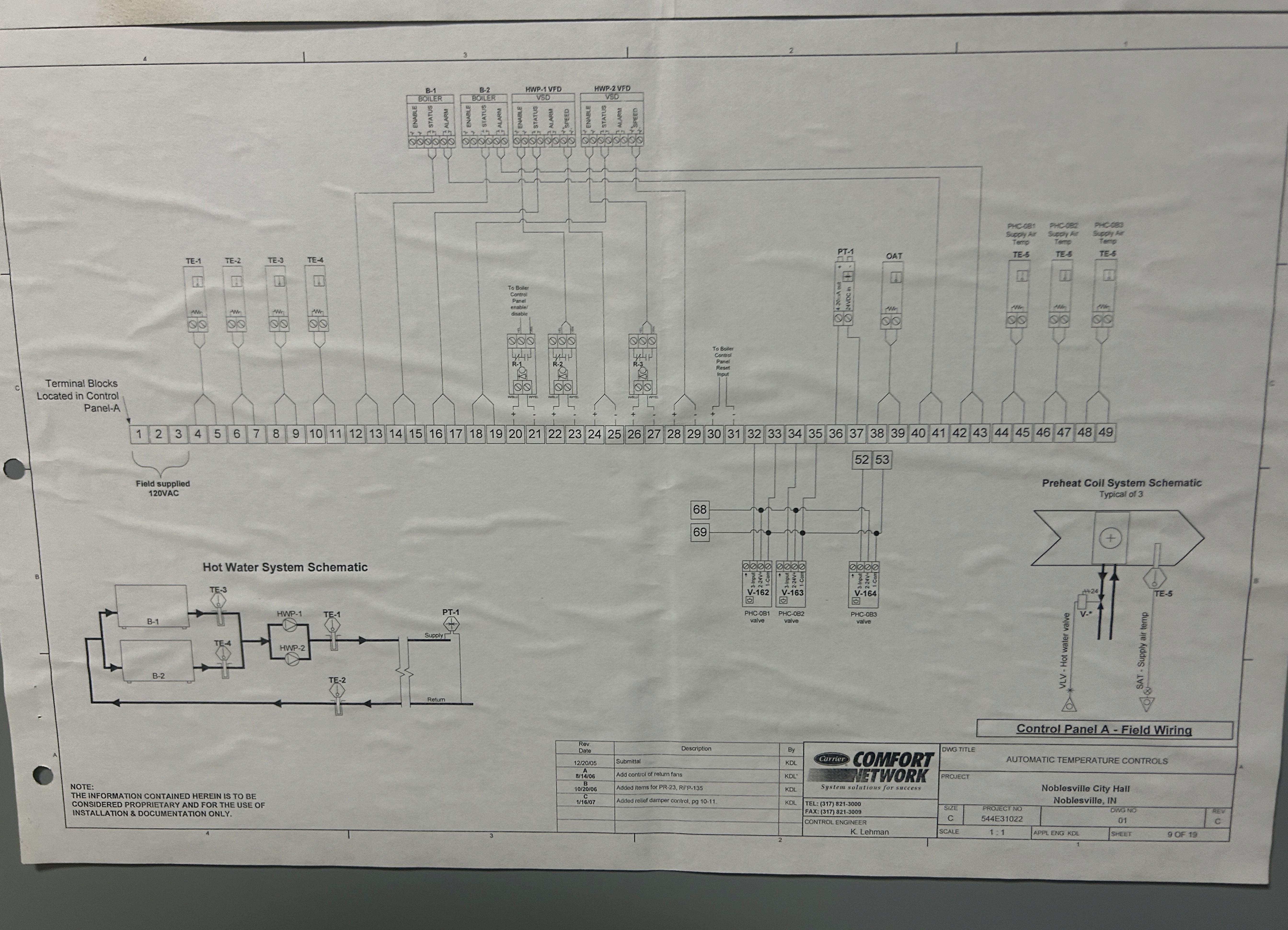








B-1 BOILER BOILER STATUS STATU



CAUTION: Controller outputs are polarity Locate AS-1 outside server room, see plans for location sensitive. Note (+) and (-) AS-1 terminals at each device. R Locate WS-1 in under floor area, 5 from north wall. Locate WS-2 in under floor 0 area, 5' from south wall. WS-1 10 4 W W + 00 00 4-20ma Out 100 40 40 40 40 Terminal Blocks Located in Control Panel 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 100 101 102 103 104 105 132 133 Panel 1 Field Connections - 2 Rev. Date Description DWG TITLE COMFORT WETWORK AUTOMATIC TEMPERATURE CONTROLS 11/23/09 NOTE:
THE INFORMATION CONTAINED HEREIN IS TO BE
CONSIDERED PROPRIETARY AND FOR THE USE OF
INSTALLATION & DOCUMENTATION ONLY. Noblesville City Hall IT Room System solutions for success Noblesville, IN TEL: (317) 821-3000 FAX: (317) 821-3009 PROJECT NO DWGNO 944C70106 CONTROL ENGINEER Carrier Controls Indianapolis APPL ENG KOL 7 OF 8

€ User

CONTROL PANEL



LEGEND:

FIRE

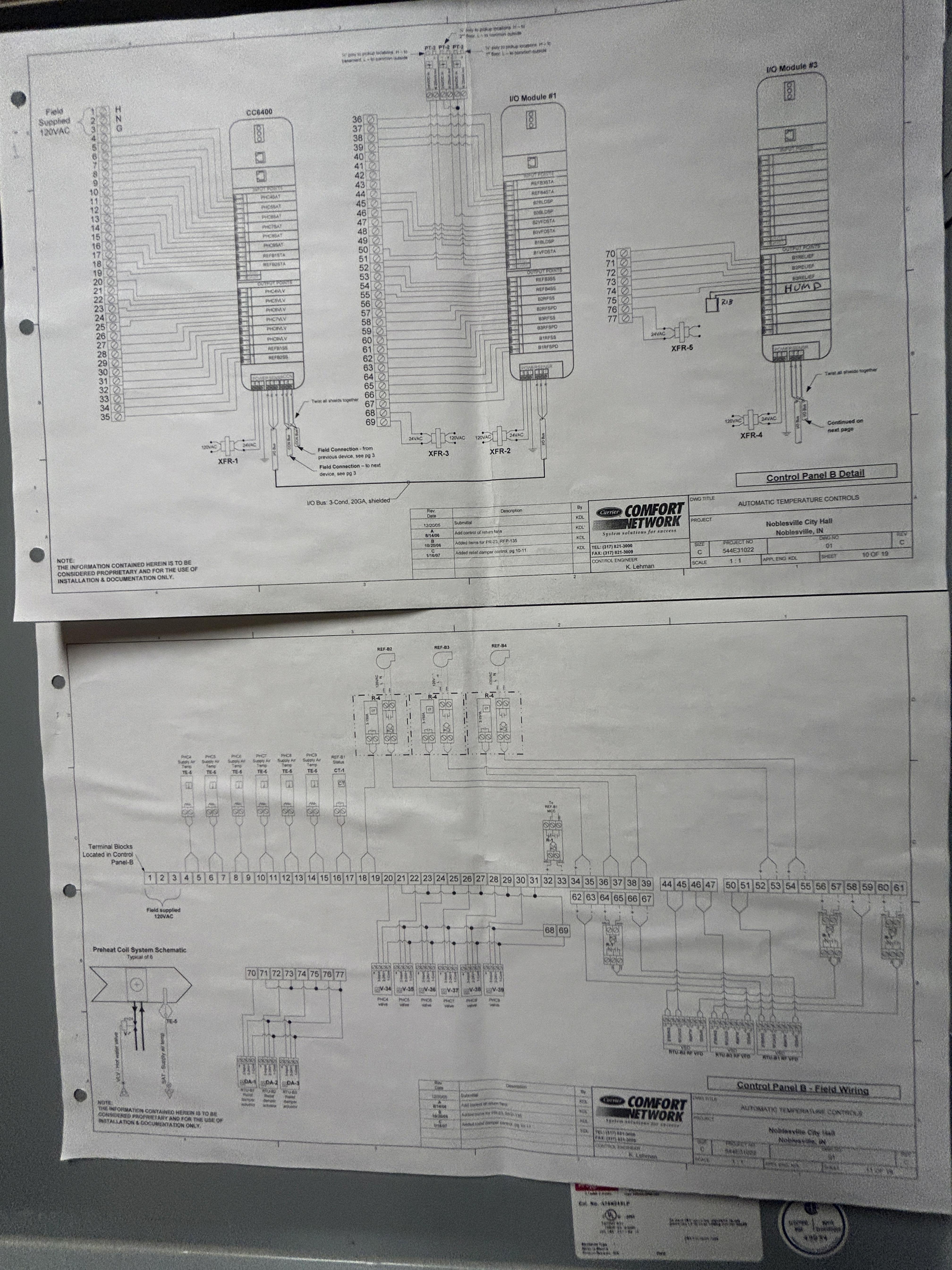
GRAF

MANC







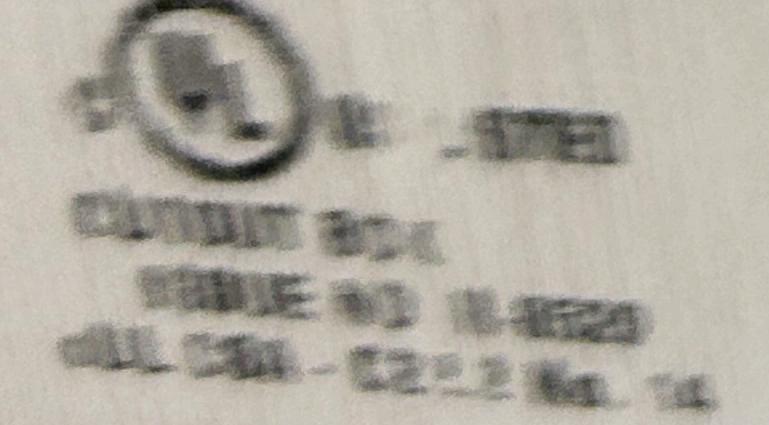




AUTOMATIC TE

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ALANCARD P



 to meet CEA spounding requirements, use someting but the trues antelog must bet AGLK2.

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