

Boiler Installation Procedures & Guidelines

Office of Risk Management

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Procedures for Boiler Installations

When faced with the task of a new or replacement boiler installation, the project can seem overwhelming. The purpose of the information contained in this document is to make the process of a new or replacement boiler installation easy and less stressful to the site personnel involved in the project. Listed below you will find the necessary information to ensure all requirements of the Archdiocese of Baltimore, as well as code compliance for the State of Maryland, are followed.

The frame work of this process is as follows:

- D Notification to the Archbishop and Office of Facilities Management
- Review by the Capital Project Committee
- Subject to approval, opening of a project file by the Division of Facility Management or Office of Risk Management for the project
- Boiler installation packet
- D Obtain bids from pre-qualified contractors
- □ Formal contract is generated
- Declaration for new/replacement boiler installation form
- Chubb inspection
- Certificate of registration and inspection
- □ Notification of project completion to the ORM

Notification to the Archbishop:

Once your facility has determined it is necessary for a boiler replacement or new installation is to take place, your first step is to write a letter to the Archbishop, with a copy to the Division of Facility Management, seeking permission to carry out the project. Boiler installations are classified as a category one project (at a minimum) and must be approved before any action is to be taken. (Archdiocese of Baltimore Policies and Procedures for New Construction, Renovations and Maintenance. Section1, Page3).

Review by the Capital Project Committee

The project is presented to the Capital Project Committee. This committee is comprised of the Vicar General, Vicar Bishops, Facilities, Fiscal Services, Development, Schools and Risk Management. The project is carefully vetted for need, financial viability, strategy planning and other key elements. Projects that are approved, move forward in the process. Locations with non-approved projects are notified as to the decision and the basis for that decision.

Opening of a project file by the DFM for the parish/school:

Once final approval from the Archbishop is received, information about the project will be provided to the Division of Facilities Management for assignment of the project to a Facility Project Manager, or in the case of boilers, the Office of Risk Management.

Depending on the scale of the boiler project, along with the comfort level of your onsite staff in executing this type of project, this will determine the extent of involvement on the part of the project manager. Keep in mind the project manager is available to assist you from the initial stages through completion of the boiler installation.

Boiler installation packet:

Once the project file is open and you have been assigned a project manager, you will receive a boiler installation packet either electronically or by mail. This will contain all the pertinent information (contracts, forms and other important documents) regarding a new or replacement boiler project.

In your boiler installation packet you will find:

- 1. Form of Request for Proposal
 - a. DLLR Notice of Installation
 - b. Installers startup checklist (ASME CSD-1 CG-500 App C)
 - c. MDE Small Fuel Burning Permit (Boiler/Heating Equipment)
 - d. Boiler Installation Guide/
- 2. Master Contract for Boiler Installations
- 3. Declaration of New/Replacement Boiler Form (from the ORM)
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- 5. Installer's Checklist
- 6. List of Pre-Qualified Contractors
- 7. List of Regional Chubb Inspectors

Obtain bids on the boiler project:

It is suggested to obtain <u>three</u> bids from pre-qualified mechanical contractors experienced in boiler installation projects. A list of pre-qualified mechanical contractors is found on our website as well as provided in your boiler installation packet. If you choose to use an outside contractor (one that is not on the AOB list), please be sure that they are properly licensed and properly insured.

Formal Contract:

Using the master contract for boiler installations (which is found in the boiler installation packet) a formal agreement is executed with the selected contractor. This is a legally binding contract that is between the location and the awarded installing contractor.

Declaration of replacement/new boiler installation form:

This document is to make the Office of Risk Management (ORM) aware that a new or replacement boiler installation is taking place at your facility. This form is needed in order to make the ORM aware of the equipment change and to maintain accurate boiler files on your location.

After the installation is completed by the contractor, Chubb inspection takes place:

After the installation is completed; you will need to contact the Chubb inspector for your region to schedule a time to come out to your facility to do a final inspection. This is to assure that the installation has been done properly and up to code in order to be issued a boiler license from the State of Maryland.

Certificate of registration and inspection (State of Maryland)

If the Chubb inspector finds the boiler installation meets all code requirements, a certificate of registration and inspection will be issued from the State of Maryland for the boiler. This certificate is sent to your facility by mail and usually takes several weeks to receive.

Notification of project completion to the ORM:

After your new boiler has passed the Chubb inspection, it is important to notify the ORM that the project has been completed. At this point the old boiler will be removed from the schedule of insured vessels and the new boiler will be added.

Critical Aspects of the Project to Review- Avoiding Commons Pitfalls

This section is to help you avoid some of the common pitfalls associated with this type of project. Boiler installations are as unique as the facilities they are placed in. No two jobs are ever alike. However, there are strict codes of compliance that must be met for every boiler installation in order to receive a certificate of registration from the State of Maryland.

When undertaking this type of project please keep the following information in mind.

- It is up to the individual facility to notify the installers of the use of the master contract, contractual details and terms of installation. Meaning, after you have selected aqualified contractor to do the boiler installation, you should review the details of the project and <u>only use</u> the master boiler contract found in your packet. This contract affords your facility the best protection in case legal matters arise.
- It is the responsibility of the installer to make sure all of the code requirements are satisfied. If at any point in the project the installer is unsure of something or does not know, they should immediately contact your regional Chubb inspector to obtain the correct information.

<u>It is strongly encouraged</u> to have the installing contractor contact the regional Chubb inspector <u>PRIOR TO STARTING THE JOB</u>, so you can lessen the chance that there will be any problems and your boiler will pass on the initial inspection.

- □ It is important to remember that Chubb limits their involvement to <u>code related</u> issues applicable to the new boiler installation only. They do not do a comprehensive review of the entire boiler project.
- Before the contractor leaves the job site, do a final walk-through. Using the supplied check list (found in your boiler installation packet) be sure to have all the necessary documentation from the installing contractor that will be required for your Chubb inspection.
- Have the contractor get you familiar with your new equipment. The contractor should show you all the controls, safeties and valves, as well as how to do a proper blow down of the unit (if applicable). Have them describe the proper startup and shut down procedures for your equipment. Ask them about the set operational temperature and pressure, as well as the typical flame condition for visual inspection (if applicable).
- Go through the Chubb "tips for boiler installations sheet" with your contractor. Be sure all items applicable to your particular installation are accounted for. This document addresses the most usual non-compliance code concerns (meaning the most common issues to fail the boiler).

Final payment is submitted to installer after boiler passes inspection. 10% of the total project cost is withheld from the installing contractor until the Chubb inspection takes place and the boiler is found to be in compliance (passes inspection). The boiler installation is not deemed complete until the boiler passes the required inspection. This is clearly stated in the boiler master contract. It is very important to convey this information to the installing contractor at the time of signing the master contract to avoid any unnecessary confusion.

Need Assistance?

If at any point in the installation process you are unclear or have questions, please feel free to get in contact with either the Division of Facilities Management of the Office of Risk Management. Either office will be able to assist you in the installation project.

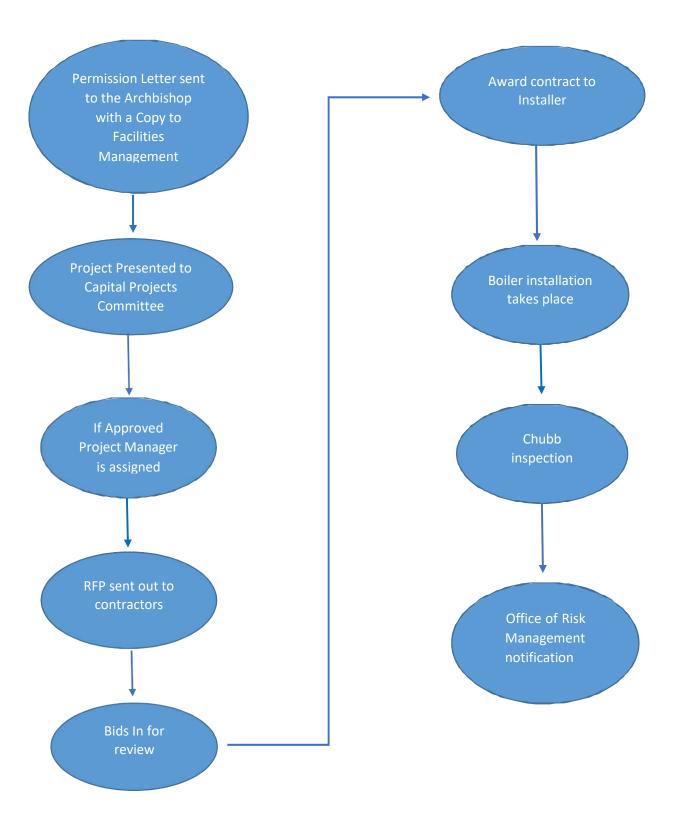
The Office of Risk Management

Jim Dimmer (Loss Control Associate) Office: 410-547-5373 Cell: 410-458-2816 Fax: 410-547-3153 James.dimmer@archbalt.org Facilities and Real Estate Management

Office: 410-547-5366

Fax: 410-837-2932 facserv@archbalt.org

Boiler Installation Project Work Flow



Boiler Installation Packet

(Content and description)

Here you will find the necessary information, master contract, related forms and other important information to assist you in a successful completion of a boiler installation for your facility. The packet contains all of the required forms for the State of Maryland, as well as to assure compliance to the policies set forth by the Archdiocese of Baltimore. The packet was developed to lessen confusion, enhance project flow and to organize critical information related to the new boiler unit.

The following is a brief description of each item contained in the packet and how/when to use each form.

Form of Request for Proposal:

This is used when you are conducting bids on the boiler project. Each contractor receives a copy of the RFP. This document provides a framework of what is expected and what is required from the contractor bidding on the project. A representative from your facility will fill out the sections of the RFP pertaining to the location, background information (on boiler being replaced), timeline and personnel contacts.

Be sure to fill out the following items:

- □ Site address and boiler location
- Background information on boiler being replaced
- □ Under "Scope of Work" Item #21
- Under "Other comments and Instructions" Item #4, #7, #13

Master Contract for Boiler Installations:

Once you have chosen a contractor to perform the installation. You will use the master contract to create a formal agreement between the facility and the installing contractor. Be certain to fill out the contract completely.

Special attention should be paid to the following sections:

- \Box Line Items #13 and #14
- □ Exhibit B (contractor insurance requirements)
- □ Exhibit C (attach a copy of the original proposal)
- □ Review with the contractor the section stating that 10% of final payment is withheld until boiler passes inspection

DLLR Notice of Installation:

This is a required form for the State of Maryland. The Installer of the boiler must give written notice to the Chief Boiler Inspector <u>AT LEAST</u> thirty (30) days <u>BEFORE</u> installation. Contractors usually supply this form and submit to the State. However, it is required that a copy of this form is placed onsite for the Chubb (insurance) inspector to review when inspecting the new boiler. The new boiler <u>will fail inspection</u> without this form onsite.

Installers Startup Checklist (ASME CSD-1 CG-500 APP C):

The installing contractor's report contains detailed information about the boiler as well as providing documentation of operational test performed on controls and safety devices. This document must be present at the time of the Chubb inspection. <u>One of the primary reasons new boiler installations fail inspection is for not having this report on site for review.</u> Please be mindful of securing this document from your installing contractor.

Maryland Department of the Environment Small Fuel Burning Permit:

All new, modified, or replacement installations which are potential sources of air pollution (including fuel burning equipment) are regulated and require an air quality permit from the MDE. The form must be filled out and sent in along with a \$400.00 check made payable to the MDE Clean Air Fund.

Declaration for New or Replacement Boiler Installation (Office of Risk Management):

This document supplies contact information to the ORM about the boiler project. It simply notifies the Office of Risk Management that a new boiler is being installed or replaced. It also informs the office of the conditional status of the old boiler, as to whether it is to be scrapped or decommissioned. This form is necessary in order to keep your boiler information current at the ORM. Please send/fax/scan a completed copy of this form to the Office of Risk Management and keep one copy in your boiler installation file.

Boiler Installation Guide & Chubb Boiler Tip Sheet:

These two documents contain valuable information in regard to your boiler installation. Both documents outline the most common violations that are discovered during the state inspection (issues that are most common to fail the boiler). It is advised that the on-site person from your facility that is responsible for oversight of the installation become familiar with this information. It is also recommended to pass along or review this information to the installing contractor so there is no "gray area" during the process.

Boiler Installers Checklist:

This checklist covers most commonly overlooked items of the installation that will find the boiler in noncompliance (fail the boiler upon Chubb inspection). After the installation, have the installer fill out this check list to ensure these items have been addressed. Be sure to file this checklist with the other important documents in your boiler installation file.

List of Pre-Qualified Contractors:

The companies contained in this list are familiar with the AOB process and have experience in boiler installation process. It is strongly suggested that you choose a contractor from the prequalified list. However, if you already have a working relationship with a contractor that is outside of this list or, wish to use another contractor of your choosing, you may do so; as long as the contractor is properly licensed and insured.

List of Regional Chubb Inspectors:

This list contains all of the Chubb inspectors broken down by region. After the contractor has completed the install of the new unit; you will need to contact the inspector that is responsible for your area to set up an appointment to have the unit inspected. This list is updated as needed on the ORM website <u>www.archbalt.org/risk</u> under the Boiler tab.

Appendix

- A. Form of Request for Proposal
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FORM OF REQUEST FOR PROPOSALS

(BOILER REPLACEMENT PROJECT)

Date

RE: Invitation to Bid and Request for Proposals for Boiler Replacement at the following location:

Location and Address:

Location No.

BACKGROUND INFORMATION:

- The existing boiler is a _____ (cast iron or steel) gas-fired steam boiler, MD#_____, located in the ______ of the above property.
- •

Each proposal shall state that it is based on the (i) professional judgment and experience of the contractor and (ii) the contractor's physical inspection of the Owner's property. Each proposal submitted in response to this Request for Proposals must address the items and information set forth below.

SCOPE OF WORK: Each proposal shall include the following items in its scope of work:

- 1. Provide all of the supervision, labor, material, equipment, tools and permits required to replace the existing boiler.
- 2. Prior to beginning any work under this Project, contractor shall submit any and all shop drawings to Owner and Owner's insurer for review.
- 3. Engage the services of a properly licensed State of Maryland approved asbestos abatement contractor to remove all asbestos containing material (ACM) from the boiler, existing heating and condensate piping and breeching as required with regard to this boiler replacement project.
- 4. Conduct a heat load calculation of the existing working heating units/ equipment and confirm the proper sizing of the new boiler.

- 5. Coordinate the proper disposal of the existing boiler off site and the procurement, transportation, rigging of and installation of the new boiler into the existing boiler room. The contractor shall protect any existing floor finish from possible damage during the demolition and or installation work.
- 6. [Salvage the existing burner from the existing boiler and after cleaning and repairing as required reinstallation into the new boiler.]
- 7. Form and pour a new 4" thick concrete house keeping pad to accommodate the footprint of the new boiler as per the manufacturer's specifications.
- 8. Install new CSD#1 compliant hot water/steam boiler as per the selected manufacturer's specifications and instructions, including all safety and operational controls, full size flush and drain ball valves (front & back) insulated steel jacket and approved safety valve. All work involving the replacement of the existing boiler and installation of the new boiler must include all controls and safety devices required by Maryland law, rules and regulations, including the ASME-CSD-1 code.
- 9. Modify the existing hot water supply/return or steam supply/condensate return piping as required.
- 10. Properly insulate all new piping and existing piping for the heating and condensate piping were any ACM was removed as directed by the Owner's Project Manager.
- 11. Confirm that the existing combustion air supply meets all current code requirements and modify this opening as required. [Bid Alternate a motor operated device outside combustion air damper that is interlocked with the boiler.]
- 12. Properly install all existing and new gas piping as per current gas code and manufacturer's requirements and instructions.
- 13. Properly install the existing and new water make up piping as per current plumbing code and manufacturer's requirements and instructions. Order the boiler with all trim required by ASME-CSD-1, and properly install all such code-compliant trim.
- 14. After assembly and pressure test, flush the new boiler assembly and condensate system and tank and remove all debris and impurities.
- 15. Fill and test the new boiler and "check out" the new boiler and the **ENTIRE** heating system for proper operation. It is noted however, that any suggested repairs to any piping, steam and radiator traps and zone valve controls etc. is

considered "additional work" and would require approval by the Owner to perform as a change order to the contract amount.

- 16. If recommended or required by the manufacturer of the boiler, conduct a hydrostatic test of the new boiler (a) 24 hours after the boiler installation or (b) at the time specified by the manufacturer, as applicable.
- 17. Provide the Owner with a minimum of a two (2) year total contractor warranty (labor and material) on all work performed from the date of acceptance by the Owner. During the two-year warranty period, contractor shall promptly respond to any requests for service from the Owner due to the improper functioning of the newly installed boiler, particularly within the first thirty (30) days of operation. If the contractor is unable to address a problem a problem with the new boiler after multiple visits, the Owner has the right to retain a consultant to evaluate the problem, and provide a recommendation for a course of action to address the problem. Owner has the right to require the contractor to pay the cost of any such consultant engaged by the Owner.
- 18. Each proposal must include two annual boiler maintenance checks for the first two heating seasons after substantial completion. The cost of such maintenance checks shall be included in the total proposal price.
- 19. Provide any manufacturer's standard and extended warranty information and the cost of this warranty coverage in addition to the base price.
- 20. Provide the Owner with the cost of all ACM removal as a separate line item in your proposal.
- 21. Provide the Owner with your estimated start and completion date should your firm be awarded the contract.
- 22. The boiler and heating system must be operational no later than
- 23. Each proposal shall be based on the specifications and/or plans prepared by an engineer or other consultant retained by the Owner for the design of the new boiler.
- 24. All manufacturer's warranties shall be transferred to Owner upon installation of the new boiler.
- 25. Prior to submitting a bid, the contractor shall conduct an on-site, full system evaluation of the boiler, including an inspection of the checks, valves, stops, traps and vents and all system piping. The purpose of such inspection is to provide each contractor with the opportunity to identify any heating system functionality

problems and to address such items in its bid. Owner will coordinate the scheduling of such evaluation/inspection of the boiler and heating system.

The following BID ALTERNATEs should be included in each proposal:

- a. Installation of an automatic damper control system, which would be interconnected with the new boiler and controls and would enhance boiler operation.
- b. Provide your firm's labor and material mark-up rates as it would apply to this project with regard to any possible change orders.

OTHER COMMENTS AND INSTRUCTIONS:

- 1. All contractors and subcontractors referenced in each proposal must comply with the AOB minimum Insurance requirements. (See attached Exhibit E)
- 2. Each proposal shall address the cost of water treatment as a separate item, as an allowance.
- 3. The final contract document shall be an Archdiocese of Baltimore short form of owner-contractor agreement and not the contractor's proposal. The contractor's proposal shall serve as an exhibit to the owner-contractor agreement. This Request for Proposals also shall be attached as an exhibit to the contract. In the event of any conflict between the terms of the contractor's proposal and the owner-contractor agreement, including this RFP, the terms of the owner-contractor agreement shall prevail.
- 4. All proposals shall be submitted to the following address no later than

5. [IF APPLICABLE - All contractors submitting a proposal shall attend a pre-bid meeting held at (______) on (_____). Any contractor that fails to attend this meeting could disqualify its proposal.]

- 6. Proposals are due by _____ on _____ for a private proposal opening.
- 7. Please contact______at____and he/she will arrange for access to the boiler room.
- 8. The Owner has State of Maryland Sales Tax exemption certificate, a copy of which will be shared with the contractor who is awarded the contract prior to the ordering of the material and or equipment rental with regard to this project.

- 9. The contractor shall comply with any given notice(s) as required by law, ordinance, rule, regulation and lawful order from a public authority bearing on the performance of this project.
- 10. The contractor shall complete and provide a copy of the DLLR Notice of Installation form (See attached Exhibit B) and CSD-1 & ASME new/replacement boiler documentation (See attached Exhibit A). Each proposal should include the cost of completing and furnishing such documents in its base price.
- 11. The contractor shall assist the Owner with the filing of the State of Maryland Small Fuel Burning/Equipment air quality permit (as required) within the deadline established by Maryland regulations; the filing of Request for Coverage form (see attached Exhibit D) no later than 120 days after startup of the boiler. It is noted that the air quality permit cost is the responsibility of the Owner and should not be included in the base bid price. The cost of assisting the Owner with completion and filing of the air quality permit shall be included as a Bid Alternate.
- 12. Each contractor must comply with the items and requirements in the Boiler Installation Guide attached hereto as Exhibit C, and each proposal shall incorporate the items and requirements from the Guide into its base price.
- 13. Prior to start-up of the new boiler, the contractor must first contact the Owner's insurance representative, _______, (phone) _______ to discuss applicable code requirements and to review how the new boiler complies with all such code requirements. Please note that the contractor is responsible for ensuring that the new boiler complies with applicable code requirements.
- 14. When the contractor is ready for the State of Maryland Boiler Inspection, the contractor should contact______, Archdiocese of Baltimore; Division of Facilities & Real Estate Management at (410)-547-5367.
- 15. Final payment (which shall be in an amount equal to ten percent (10%) of the contract sum) shall not be paid until (a) the contractor completes any/all punch list items; (b) the contractor provides a release of lien documentation from the contractor and all subcontractors; (c) the boiler passes the State of Maryland (DLLR) boiler inspection; and (d) all manufacturer's warranties for all equipment and materials have been assigned and/or transferred to the Owner. Contractor shall not be entitled to receive final payment unless and until it has fully performed its obligations regarding the completion and/or filing of the documents attached as Exhibits A, B, and C (and, if applicable, Exhibit D). If any fines or citations are assessed against the Owner due to the installation or operation of the boiler due to any failure of the contractor to install the boiler as set forth in this Request for Proposals, contractor shall be responsible to reimburse the Owner for the cost of such fines.

- 16. If any deficiencies or violations are found by the State inspector, the corrections of the deficiencies and violations must be completed promptly by the contractor at no additional cost to the Owner so that the new boiler is compliant with Maryland law.
- 17. The Archdiocese of Baltimore and its' entities reserves the right to reject any or all proposals received.
- 18. All boilers and pressure vessels (as defined by Maryland law) must be installed in accordance with all State and local laws, codes and regulations.



EXHIBIT A

ASME CSD-1-2015

NONMANDATORY APPENDIX C MANUFACTURER'S/INSTALLING CONTRACTOR'S REPORT FOR ASME CSD-1

	Reporting (CG-500) for Controls and Safety Der is a guideline and not part of ASME CSD-1-2015.)	vices
Unit Manufacturer		
Name		
	Zir	
Telephone	Fax	
Unit Identification (Boller)		
Manufacturer's Model# ASME Section Isection IN	Year Built ✓ Nat. Bd. #	
UL#	CSA#	
Jurisdiction — — — — — — — — — — —		
Steam Maximum W.P	HotWater pslg Maximum W.P.	psig
Minimum Safety Valve Cap.	PPH Maximum Temp.	$^{\circ}F$
	Minimum Safety Relief Valve Cap.	PPH or Btu
Boiler Unit Description (type)- If Modular (no. of modules Boller Unit Capacity (output)	\$)	
Burner Manufacturer	Model	
UlorCSA#	Serial#	
Fuels (as shipped)	Indicate Units (where not ap	
Gas Manifold Pressure		
Oli Nozzle/Delivery Pressure (at maximum Inp	out)	
High Gas Pressure Switch Setting		
Low Oil Pressure Switch Setting	-	<u></u>
Installation Location (If known) Customer Name		
CitY	StateZ	-
Telephone	Fax	

ASME CSD-1-2015

Certification and Reporting (CG-500) for Controls and Safety Devices (Cont'd) (This Form is a guideline and not part of ASME CSD-1-2015.)

Control/Device	Manufacturer	Model#	Operational Test Performed, Date
Operating Controls			
Low-Water Fuel Cutoff CW-120(a), CW-140			
Forced Circulation CW·210(a)			
Steam Pressure CW·310(b)			
Vater Temperature CW-t,10(b)			
Safety Controls .ow-Water Fuel Cutoff CW-120(a), CW-120(b) CW-130, CW-140			
Forced Circulation CW-210(b)			
High Steam Pressure Limit CW-310(c)			
High Water Temperature Limit CW-410(b)			
Fuel Safety Shutoff Valve, Main CF-180(b)(2), CF-180(b)(3)			
Pilot Safety Shutoff Valve CF-180(c)			
Atomizing Medium Switch CF-450(b)			
Combustion Air Switch CF-220			
ligh Gas Pressure CF-162			
ow Gas Pressure CF-162			
ow Oil Pressure CF-450(a)			
ligh Oil Temperature CF·450(c)			
ow Oil Temperature CF-450(d)			
urge Air Flow CF-210			
lame Safeguard (Primary CF-310, CF-320			
lame Detector CF-310, CF-320			
ow Fire Start ow-Fire Start Switch CF-610			
afety or Safety Relief Valve(s) CW-510, CW-520			

ASME C5D-1-2015

	for Controls and Safety Devices (Cont'd) not part of ASME CSD-1-2015.)
Manufacturer	. Operational Test Performed, Date / /
Model	
Size — — — — — — — — — — — — — — — — — — —	
CapacityPPH/Btu/hr	
RepresentIng Equipment Manufacturer, Name -	
Representing Installing Contractor, Name	 Date

EXHIBIT B



NOTICE OF INSTALLATION OF A BOILER OR PRESSURE VESSEL (an "Object")

Maryland Division of Labor and Industry

• The INSTALLER of a boiler or pressure vessel shall give written notice (this Form) to the Chief Boiler Inspector AT LEAST thirty (30) DAYS BEFORE installation. The Installer should work closely with the INSURER'S Boiler Inspector during the installation. For boilers, the INSTALLER shall also submit the Installer's Startup Report (ASME CSD-1 App C, available at www.asme.org, 800-THE-ASME, or state libraries.)

- The INSURER shall submit the First Inspection Report (Form NB-5 or equivalent) to the Chief Boiler Inspector when the object is satisfactory.
- The STATE Deputy Boiler Inspector shall re-inspect and conclude the registration process.
- The installation is not complete until the Chief Boiler Inspector issues a Certificate of inspection.

OPERATION WITHOUT A CERTIFICATE IS A VIOLATION OF LAW AND SUBJECT TO PROSECUTION

- State Law is found in the Annotated Code of Maryland, Public Safety Article, Title 12, Subtitle 9.
- State Regulations are found in the Code of Maryland Regulations (COMAR), Public Safety Article, Title 9, Subtitle 12.

	INCTALLED afabiant	OWNED of the st		
CONTACT	INSTALLER of object	OWNER of object	USER of object	LOCATION of object
CONTACT COMPANY				
ADDRESS				
CITY STATE				
ZIP				
PHONE				
FAX				
EMAIL				
ENIAIL				
Give details to explain	in these items:	Planned install Date::	Planned Start un Date	
Request waiver of 30)-day notice requirement? Why?			·, <
Type and use of the	boiler or pressure vessel or pip	ping installation: $1 1$		1
Object specific loca	ation in the plant: (eg, boiler root	m, penthouse, floor#) I		
Year and name of m	anufacturer: 1'		1 S_/N_:I	
YesD NoD Is it s	tamped by ASME? If Yes, g	give Code Symbol (S, H, U,	etc.) or Section (IV):	
VecD NoD Is it	stamped by National Board	? If Yes, give NB Number	r (or note ifcast iron):	
			· · · · · ·	
	t replacing an existing objec		d object MD number:	
YesD NoD Is i	t new (first time installed aft	er construction)?	" IF NOT NEW. ATTAC	'H ADDITIONAL, INFO:
YesD NoD Is it	t reinstalled (not new, same o	owner, same or new location)	? What is it? Type and us	CH ADDITIONAL INFO: e? urisdiction numbers?
	t second-hand (not new, new		Code stamp? NB and Ju	risdiction numbers?
		. ,		used it? Where was it used?
YesD NoD If prev	iously used in Maryland, has	it been moved outside of MD	P? Is it being moved from anot	
YesD NoD Has	s it been used or repaired/alte	red or registered in another s	tate? Why is it being brought	into Maryland?
	*	0	When was it made, fir	
	t antique (over 30 years old,		How is it installed, oper (complete logbook)?	ated, and maintained?
YesD NoD Is in	t a model (individually fabric	cated, for demonstration)?		
			repair.	on record and R forms for
SUBMITTED B	Y:		Tepan.	
PRIN	TED NAME	SIGNATURE	•	DATE
	EMAIL	PHONE		FAX

Safety Inspection Unit 1100 North Eutaw Street, Room 605 Baltimore, MD 21201 Telephone Number: (410) 767-2350 • Fax Number: (410) 767-2986 E-mail: mailto:dldlisafetyinspection-dllr@maiyland.gov

Rev. 9/2015

EXHIBIT C

Boiler Installation Guide

The boiler installation must comply with the Maryland boiler code, ASME Section IV, and ASME CSD-1. The Maryland State Code places the burden of code compliance upon the boiler user, but the boiler installer is generally held responsible by contract for meeting the applicable code requirements. The jurisdictional inspector's purpose is to verify that the code requirements have been met. The following are a few of the basic installation requirements that apply to a typical heating boiler installation and which are frequently overlooked.

1. The boiler installer must submit a "Notice of Installation" form to DLLR Boiler Safety Unit at least 30 days prior to installation. The form is available for download at: https://www.dllr.state.md.us/labor/safety/boilforms.shtml

2. Locking electrical disconnect (knife switch) for all electrical power to the boiler. It is to be located at or adjacent to the boiler, must shut off §1! power to the boiler, and must be able to be locked with a padlock.

3. An emergency shutoff switch that shuts off all power to the burner control circuit, to be located outside each boiler room door.

4. A check valve (not a backflow preventer) in the make up feed water line to the boiler. The check must be installed downstream of any backflow preventer, have no bypass line around it, and there shall be a shutoff valve between the check valve and the boiler.

5. Boiler safety/relief valve must be mounted with the spindle in the vertical position and the relief valve discharge pipe should go down to within 4 inches of the floor. There should be only one 90 degree turn in the boiler safety valve discharge line.

6. Outside air supply must meet requirements outlined in Maryland COMAR .03 (Air and Ventilation). If using a mechanically actuated louver, there must be an interlock on the driven member (the louver blade itself) so that the boiler will not start until the louver proves open. If using a fan to supply combustion air, there must be an interlock on the fan that will prove air flow.

7. Steam boilers must have the appropriately sized blowdown valve depending upon the capacity of the safety valve.

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8. Hot water boilers must have a shutoff valve at the boiler inlet and another at the boiler outlet. All boiler fittings must be rated for at least 250° up to and including the inlet and outlet shutoff valves. (No Victaulic couplings until after the inleUoutlet shutoff valves)

9. Gas train components having atmospheric vents or bleed vents require specific venting requirements. Atmospheric vents may be manifolded provided they are appropriately sized. The size of the common vent line shall be not less than the area of the largest vent line plus 50% of the areas of the additional vent lines.

10. Boiler controls must meet ASME CSD-1 requirements. The installer should know what this means. For example:

A steam boiler:

- o requires two low water cutoffs (both testable, the lower with manual reset)
- o a 4-way cross at each 90° turn in piping in external low water cutoff piping.
- o an operating pressure control and a high limit pressure control with manual reset
- o each pressure control must have a siphon or other water seal. The siphon must be brass.
- o supply piping to a single pressure control must be brass if using Y. inch pipe
- o If both pressure controls share the same connection to the boiler, the common piping must be at least NPS % if steel or NPS % if brass.
- hot water boiler:
 - o requires an operating temperature controls and a high limit with manual reset
 - o a low water cutoff that is testable and has a manual reset.
- domestic hot water supply boiler: If the boiler is stamped "H" requires the same controls as a heating boiler, unless the temperature controls cannot be set higher than 210°. If the boiler is stamped "HLW', it is exempt from ASME CSD-1.

11. The installer must complete the ASME CSD-1 CG-500 Installing Contractor's Report. The report lists all controls and safety devices required by the CSD-1 code, their manufacturer, model number, and date tested. The document must be posted on site for review by the Jurisdictional Inspector.

12. Water Heaters - A domestic water heater is subject to inspection if its heat input exceeds 200,000 btuh/hr Q!'. if its volume exceeds 120 gal. If it exceeds either of these limits, there must be a thermometer at the hot water outlet and **if** an expansion tank is installed with it, the expansion tank must be ASME constructed with a maximum allowable working pressure (MAWP) equal to the water heater MAWP.

This is <u>not</u> a comprehensive list of the installation code requirements. The primary source of installation requirements is the Manufacturer's Installation Instruction Manual which is provided with every new boiler. Most installation deficiencies can be avoided by following the manufacturer's instructions. In addition to this, every boiler installer should have a copy of the ASME CSD-1 code which can be purchased by calling 1- 800-THE-ASME. The Installer should also reference the Maryland Boiler and Pressure Vessel law and regulations which may be found at:

http://dllr.state.md.us/labor/safety/boilpub.shtml

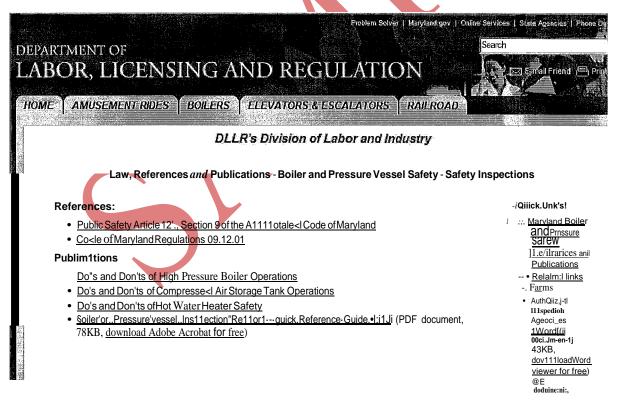


EXHIBIT D

MARYLAND DEPARTMENT OF THE ENVIRONMENT

Air and Radiation Management Administration • Air Quality Permits Program 1800 Washington Boulevard• Baltimore, Maryland 21230 (410)537-3230 • 1-800-633-6101- <u>www.mde.maryland.gov</u>

Mail application and payment to the following address: MDE/ARMA, PO Box 2037 Baltimore, MD 21203-2037 Don'tf orf:{et to sif:{n the avvlication! <u>Make checks payable to the following:</u> MDE Clean Air Fund

\$400 per piece of equipment

Request for Coverage: Air Quality General Permit to Construct SMALL FUEL BURNING OILER/HEATER EOUIPMENT

		C
1) Business/Institution/Facility where the equiper Business/Institution/Facility Name:	nent will be located	D Check if this is a federal facility Phone:
Contact Person's Name:	Email Address:	
Street Address:		
City: State:	Zip Code:	County:
2) Owner D Check if different from above Name:	e. If checked, complete the followin Phone:	g:
Mailing Address:	Email:	
City: State:	Zip Code:	
3) Installer Contact Name:	Phone:	
4) Equipment Information Manufacturer/ Model:	Installation Date	:
Number Installed:	Number Removed: (Attach a lis	t of removed <u>equipment)</u>
Maximum Rated Heat Input (from boiler plate):	Horsepower or M	fillion Btu per Hour
Indicate the type and quantity of fuel burned. Yo types to qualify for this permit: A. D Natural Gas Only cubic feet o B. D Liquid Petroleum Gas (Propane) Only C. D Natural Gas with Distillate Oil as backup fuel cubic feet of Natural Gas burned per ye ATTENTION! Natural gas curtailment or supply is halted for reasons beyond the control of the constitute a period of natural gas curtailment or natural gas curtailment or supply interruption, I and E below.	fNatural Gas burned per year gallons of Liquid Petroleum only during natural gas curtailment o ar AND gallons of Distillat y interruption means any period du facility. An increase in the cost o r interruption. If you plan to burn	Gas (Propane) burned per year r supply interruption e Oil burned per year as backup rring which the supply of natural gas r unit price of natural gas does not distillate oil at times OTHER THAN
D. D Natural Gas or Distillate Oil with NO RESTR cubic feet of Natural Gas burned per ye		e Oil burned per year
6) Business Operational Information % comfort heat: % process heat:		
hours per day d	ays per week	days per year
7) Workers Compensation Information (Enviror Workers insurance policy or binder number: _ D Check is self-employed or otherwise exempt fro		
"I CERTIFY UNDER PENALTY OF LAW THAT" COVERAGE IS, TO THE BEST OF MY KNOWLE AWARE THAT THERE ARE SIGNIFICANT PEN THE POSSIBILITY OF FINE AND IMPRISONME ==== ``\\ -? i; Owners Signature	EDGE AND BELIEF, TRUE, ACCU ALTIES FOR SUBMITTING FALSI	RATE, AND COMPLETE. I AM E INFORMATION, INCLUDING

Form Number MDE/ARMA/PER.031 Revised: 08/29/2016 Page 1 of 1 For MOE use only: TTY Users 1-800-735-2258 Al# PREMISE#

EXHIBIT E

<u>EXHIBIT E</u>

ARCHDIOCESE OF BALTIMORE STANDARD INSURANCE REQUIREMENTS CONTRACTORS

The Contractor shall be required to procure and maintain throughout the Project the following insurance policies on the terms outlined below with an insurer acceptable to the Archdiocese.

A. Types/Amounts of Insurance Required

1. Commercial General Liability

<u>Limits of Insurance</u>

- General Aggregate Limit \$2,000,000
- Products and Completed Operations Aggregate Limit \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence Limit \$1,000,000
- Property Damage Limit (any one fire) \$100,000
- Medical Payments Limit (any one person) \$10,000

Special Provisions

- The insurance certificate(s) shall indicate that the Commercial General Liability policy carries an endorsement which names the Owner and the Roman Catholic Archbishop of Baltimore, a Corporation Sole, (collectively hereinafter referred to as the "Parties") as Additional Insureds. The Contractor's policy (ies) shall be primary and any insurance carried by the Parties shall be noncontributing with respect thereto. In addition, the policy shall cover: "XCU" (explosion, collapse, underground damage) for those classifications excluded under the policy and contractual liability.
- Waiver of Subrogation
- Broad Form Property Damage
- Explosion, Collapse, and Underground operations (XCU). Required for excavation activities. Delete any related exclusion.
- 2. Workers Compensation

Limits of Jnsurance

- Part One: Workers Compensation Statutory limit required by the applicable jurisdiction
- Part Two: Employers Liability
- Bodily Injury by Accident \$1,000,000 Each Accident
- Bodily Injury by Disease \$1,000,000 Policy Limit
- Bodily Injury by Disease \$1,000,000 Each Employee
- Part Three: Other States Insurance. All States except NH, ND, OH, WA, WY

Special Provisions

- Waiver of Subrogation
- 3. Automobile Liability

Limits of Insurance

• Each Accident \$1,000,000

Special Provisions

- Additional Insured. The Parties and their respective agents and representatives are to be named Additional Insureds. The coverage shall be primary and not excess of or contributory with any other insurance available to the Parties.
- 4. Waiver of Subrogation

Definition of Covered Autos. Means any owned, hired, or non-owned auto (symbols 1 or 2, 8, and 9).

B. Requirements Pertaining to all Insurance Required

Ratings and Retentions:

All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and, except for Professional Liability, shall be written on ISO standard forms or their equivalent. Additionally, all insurance under this Section must be issued by an insurance company authorized to do business in the State of Maryland and have an AM Best rating of A-, VIII or higher.

Proof of Insurance:

The Contractor must provide the Parties with a Certificate(s) ofInsurance(s) reflecting all of the insurance coverages satisfying the above requirements not later than ten (10) calendar days after the Effective Date of this Agreement and prior to commencement of any operations or activities hereunder. The Parties reserve the right to require, at any time, complete, certificate copies of all required insurance policies, including endorsements evidencing the coverage required by this Agreement. The insurance certificate(s) shall provide that any such insurance policy (ies) shall not be canceled, terminated, non-renewed, or materially changed without thirty (30) days' prior written notice to the Parties. In addition, the insurance company and/or the Contractor must provide thirty (30) days prior written notice to the Parties of any reduction in any of the policy limits. Ten (10) ten days Written Notification of Cancellation due to non-payment of premium

Subcontractors:

The Contractor shall require all subcontractors, consultants, and agents ("consultants" for purposes of this provision) providing services on the Project to carry any and all insurance coverage that adequately covers each consultant's exposure based on the type of services they are providing in connection with the Project.

Failure to comply:

In the event the Contractor or its consultants fail to maintain the insurance required hereby, the Parties may, at its discretion, pay any premium necessary to maintain the coverage required hereby and deduct such premium costs from the Contractor's fees under this Agreement.

Waiver of Subrogation:

The Contractor releases and discharges the Parties from all liability to the Contractor, and to anyone claiming by, through or under the Contractor, by subrogation or otherwise, on account of any loss or damage to tools, machinery, and equipment or other property, however caused.

C. Effect of Insurance.

Indemnification and Hold Harmless

Notwithstanding anything in the Agreement to the contrary, the Contractor shall save, defend, indemnify and hold harmless the Parties and their respective agents and representatives from any and all claims, injuries, damages, losses, suits or costs including attorney fees arising out of or in connection with the performance of services relating to the Project pursuant to the Agreement unless caused by the sole negligence of the Parties, their respective agents or representatives.

No Limitations:

The absence of a demand for any type of insurance certificates or policy or insurance condition, or for higher coverage limits shall not be construed as a waiver of the Contractor's obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure associated with this Agreement. The Parties do not represent that coverage and the limits specified herein will necessarily be adequate to cover Contractor's liability.

Compliance with insurance requirements shall not relieve the Contractor of any responsibility to indemnify the Parties for any liability to the Parties as specified in any other provision of this Contract, and the Parties shall be entitled to pursue any remedy in law or equity if the Contractor fails to comply with the contractual provisions of this Contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence.

D. Distribution

An original certificate must be on file with the Parties not later than ten (10) calendar days after the Effective Date of the Agreement and prior to commencement of any work pursuant to the Agreement. A copy of the certificate(s) must also be sent to the Archdiocesan Office of Risk Management, 320 Cathedral Street, Baltimore, Maryland 21201, Attention: Tom Alban.

OWNER-CONTRACTOR AGREEMENT

(For Boiler Replacement/Repair)

THIS **OWNER-CONTRACTOR AGREEMENT** (the "Agreement"), is made this _____ day of _____, 20____, by and between the Owner:

[Name of Parish	
or Institution]	
[Address]	
NT	
Name o	f Owner's Representative:
and the Contractor:	
[Name of	
Contractor]	
[Address]	
Name o	f Contractor's Representative:

The Owner and Contractor agree as follows:

1. Contractor shall perform the work (a) described in its Proposal, a copy of which is attached hereto as Exhibit A and (b) in accordance with the Owner's Request for Proposals, a copy of which is attached hereto as Exhibit C, are incorporated into this Agreement and made a part hereof.

Contractor shall provide and pay for all labor, materials, equipment, tools, machinery necessary to complete the above-described work. Any material or equipment to be stored on site shall be approved by Owner; however, Owner shall not be responsible for any missing materials or

equipment. Contractor's work shall be performed in a good and workmanlike manner, free from defects and liens and during normal business hours (Monday through Friday between 8:00 A.M. and 5:00 P.M.) each day unless otherwise approved in writing by Owner. The Owner reserves the right to advise the contractor of an event (e.g., weddings, funerals, special Masses, etc.) during the contract period during which time work shall be suspended at the Owner's request. Any such suspension shall not be grounds for a delay claim by Contractor unless the suspension continues for a period of time greater than thirty (30) days. All materials used shall be new unless Owner otherwise agrees in writing. Any change in the scope of the work to be performed or in the amount to be paid by Owner must be agreed to by the parties in writing.

2. Contractor shall begin work on ______ and complete the work on or before ______. Time being of the essence of this agreement. Contractor's work shall not interrupt any of the Owner's religious services, educational classes or other activities without Owner's prior written consent.

3. Owner agrees to pay the Contractor the amount set forth in Contractor's proposal or estimate (said amount being \$_____) for performing the above-described work which shall be paid as follows:

_____ Contractor shall submit to Owner, no more than once a month, an application for payment indicating the percentage of the work completed and materials delivered to the site of the work. Owner shall pay contractor no later than thirty (30) days after receipt of Contractor's application for payment less a deduction of ten percent (10%) which shall be paid at the time of final payment;

or

Lump Sum payment after completion of the work.

Contractor shall pay all subcontractors, suppliers or materialmen within fifteen (15) days $\frac{2}{2}$

after receipt of payment from the Owner for work performed or materials/equipment supplied by such subcontractors, suppliers or materialmen.

Final payment (which shall be in an amount equal to ten percent (10%) of the contract sum) shall not be paid until (a) the Contractor completes any/all punch list items; (b) the Contractor provides a release of lien documentation from the Contractor and all subcontractors; (c) the boiler passes the State of Maryland (DLLR) boiler inspection; (d) all manufacturer's warranties for all equipment and materials have been assigned and/or transferred to the Owner and (e) Contractor has fully performed all of its obligations under this Agreement, including regarding the completion and/or filing of the documents attached to the Owner's Request for Proposals, including Exhibits A, B, and C thereto (and, if applicable, Exhibit D).

In the event Owner fails to pay Contractor within thirty (30) days after receipt of an invoice, which is not being contested, or within thirty (30) days after receipt of all releases or receipts in connection with final payment, the amount due shall bear interest from the date payment is due at the rate of ten percent (10%) per annum.

4. Contractor shall, at Contractor's cost, procure any and all governmentally required permits, if any. Contractor shall comply with all governmental laws, ordinances and regulations in performing the above described work. All boilers and pressure vessels (as defined by Maryland law) must be installed in accordance with all State and local laws, codes and regulations. Owner is a non-profit, religious entity and is exempt from sales tax. Contractor shall act as Owner's agent in purchasing goods and materials that will be incorporated into the work and will be responsible for insuring that sales tax is not charged on such goods and materials. Contractor shall take all reasonable precautions to provide for the safety of and to prevent damage, injury or loss to (a) Contractor's employees and all other persons who may be affected by the above described work; (b) the property of the Owner and any adjoining property owner and (c) the above described work $\frac{3}{2}$

including the materials and equipment used and incorporated therein. The Contractor shall promptly advise the Owner immediately of any hazardous materials found on the site.

5. Contractor shall keep the premises and the area around where the work is being performed clean and neat and shall remove from Owner's property and properly dispose of all waste materials, rubbish, debris or trash resulting from the work. In addition, Contractor, on a daily basis, shall clean up the work site and leave it broom clean.

6. Contractor shall save, defend, indemnify and hold Owner harmless from and against claims, damages, losses and expenses arising out of or resulting from the performance of the above described work unless the direct result of the gross negligence or willful misconduct of Owner and its employees.

7. Contractor shall be responsible for promptly repairing, at its expense, any damage to the Owner's building, lawn, planting, paving or utilities caused by Contractor, it employees or subcontractors.

8. Prior to commencing the above described work, Contractor shall supply Owner with certificates of insurance evidencing that Contractor the coverages and amounts of insurance as set forth on Exhibit B attached hereto and made a part hereof. The Contractor shall name the "Roman Catholic Archbishop of Baltimore, a corporation sole" and Owner as additional insureds on all policies except workers' compensation. The certificates must reflect the agreement by the issuing company that if the policies are to be cancelled, not-renewed or materially altered before the expiration date, thirty (30) days written notice shall be mailed to the certificate holders. Certificates are to be sent to the Owner and to the Archdiocesan Division of Risk Management, Attn: Tom Alban, 320 Cathedral Street, Baltimore, Maryland 21201.

9. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the work and Contractor shall take
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 4

reasonable precautions for safety of and shall provide reasonable protection to prevent damage, injury or loss to employees of Contractor and subcontractors and to the public.

Contractor shall give notice and comply with all applicable laws, ordinances, rules and regulations bearing on the safety of persons or property, including, but not limited to, those relating to occupational safety and health.

10. Owner may withhold payments if (a) defective work is not remedied by Contractor; (b) claims are filed by third parties; (c) Contractor fails to pay subcontractors, suppliers or materialmen; (d) reasonable evidence that the remaining work cannot be completed for the unpaid balance due the Contractor from the Owner or (e) damage by Contractor to the property of Owner or another which has not been fully corrected, remedied or repaired either by Contractor or Contractor's insurance carrier.

11. Contractor agrees to promptly repair any defective work which is identified by Owner within two (2) years from the date of final payment by Owner (the "Warranty Period"). Contractor shall be liable to Owner for any interior damage during the warranty period if the work was not performed in accordance with the Agreement or was caused by the negligence of the Contractor or any subcontractor performing work on the Owner's premises. The provisions of this Section 11 shall not be construed to establish a period of limitation with respect to other obligations which Contractor has under this agreement. The establishment of the Warranty Period relates only to the specific obligation of the Contractor to correct the defective work and has no relationship to the time within which the obligation to comply with the agreement may be sought to be enforced nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to the Contractor's obligations other than specifically to correct the work. Contractor shall also assign to Owner any and all manufacturer's warranties for appliances or equipment installed as part of the work performed by the Contractor.

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12. It is understood and agreed that the Contractor, its employees, representatives, agents, subcontractors and affiliates shall conduct themselves in a professional, workmanlike and appropriate manner at all times while present on or about the Owner's property. Without limiting the generality of the foregoing, the Contractor's employees, representatives, agents, subcontractors and affiliates shall: (1) dress in appropriate attire (and shall not be permitted to remove shirts or other such articles of clothing while on the Owner's property); (2) refrain from the use of vulgar, offensive or otherwise objectionable language; (3) refrain from playing any loud music and shall keep all conversation or other noise that is not essential to the work described herein to a reasonable level; (4) at all times, be mindful and respectful of Owner's other operations and activities on its property and shall not interrupt or interfere with the same, except where such interruption or interference is essential to the completion of the work and the Owner has consented, in advance, to the particular interruption or interference. Owner shall have the right to request Contractor to remove any one or more of the Contractor's employee(s), representative(s), agent(s) subcontractor(s) or affiliate(s) from the Owner's property and prohibit the same from returning thereto, if, in Owner's sole and absolute discretion, any such employee(s), representative(s), agent(s), subcontractor(s) or affiliate(s) shall be deemed to have violated any of the terms of this Section 12. In the event that Owner shall make such a request, in accordance with this Section 12, Contractor shall remove the particular employee(s), representative(s), agent(s), subcontractor(s) or affiliate(s) of the Contractor. It is understood and agreed that the Owner shall not be responsible for the payment of any costs incurred by the Contractor as a result of such removal, and the Contractor shall remain obligated to complete the work within the timeframe set forth herein.

13. Contractor certifies that its work at the Owner's premises may involve substantial contact with individuals under the age of 18 ("Minors"). Substantial contact with Minors means contact in which the duration and scope in both time and exposure to 6 #591331v2

Minors is neither rare nor limited and may occur on a routine and/or ongoing basis. Substantial contact also includes any direct, unsupervised, and uncontrolled access to Minors and any overnight activities with Minors. Contractor represents, warrants, verifies and agrees that all of the Contractor's current and future employees, agents, volunteers, subcontractors and subcontractors' employees who will be present at the Owner's premises will have undergone a criminal background check prior to being present at the Owner's premises which revealed no incidents of abuse, neglect, misconduct with Minors, or other criminal activity that would render them unsafe to have contact with Minors. Such criminal activity includes any conviction for a sex offense in any degree, for child sexual abuse, and for any "crime of violence" as defined in Section 14-101 of the Criminal Law Article of the Annotated Code of Maryland. Any costs associated with background checks under this paragraph shall be the responsibility of the Contractor (or its subcontractors) and not of the Owner. Upon request of the Owner, Contractor shall provide additional written verification that all of the Contractor's employees, agents, volunteers, subcontractors and subcontractors' employees who are or will be present at the Owner's premises have undergone a criminal background check which revealed no incidents of abuse, neglect, misconduct with Minors, or other criminal activity that would render them unsafe to have contact with Minors.

14. If both the Contractor and Owner initial the spaces below, it is agreed that the Contractor's work at the site of the project does not involve substantial contact with Minors, and thus the provisions of Section 13 above do not apply.

> Contractor's Initials: _____ Owner's Initials: _____

15. Contractor shall save, defend, indemnify and hold Owner harmless from and against claims, damages, losses and expenses arising out of or resulting from the Contractor's breach of its

7

representation in Section 14 above that the Contractor's work at the site of the project does not involve substantial contact with Minors.

16. In the event that the terms and provisions of (a) pages 1 through 9 of this Agreement and Exhibits B and C attached hereto shall conflict in some respect with (b) any terms and provisions of Contractor's proposal attached hereto as Exhibit A, it is understood and agreed that the terms and provisions of pages 1 through 9 of this Agreement and attached Exhibits B and C shall govern and control over the terms and provisions of attached Exhibit A.

17. This Agreement shall be governed by the laws of the State of Maryland.

18. If Contractor defaults or persistently fails or neglects to perform the Work or fails to perform a provision of this agreement, the Owner, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof, including expenses made necessary thereby, from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, the Owner may terminate the agreement and take possession of the site and of all materials thereon owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If the unpaid balance due Contractor exceeds the costs of finishing the work, including expenses made necessary by the default, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Upon receipt of written notice of termination from the Owner, the Contractor shall cease operations as directed and within ten (10) days of receipt of such notice, remove all equipment stored on site, secure the site for the protection and preservation of the work completed to date, restore the Owner's property to its original good order and repair, and terminate all existing subcontracts and/or purchase order agreements. Upon such termination, the Contractor shall not enter into any future subcontracts or purchase orders or procure materials unless and until directed by the Owner in writing, and the 8 #591331v2

Contractor shall not be entitled to receive any further payments.

WITNESS the corporate names and seals of the parties hereto and the signatures of their duly authorized representatives the day and year first above written.

OWNER:	CONTRACTOR:					
By:	(SEAL)	Ву:	(SEAL)			
Name:		Name:	、 ,			
Title:		Title:				
Date:		Date:				
		\sim \sim \sim				
		>				

EXHIBIT A PROPOSAL

EXHIBIT B

ARCHDIOCESE OF BALTIMORE STANDARD INSURANCE REQUIREMENTS CONTRACTORS

The Contractor shall be required to procure and maintain throughout the Project the following insurance policies on the terms outlined below with an insurer acceptable to the Archdiocese.

D. Types/Amounts of Insurance Required

D. Commercial General Liability

Limits of Insurance

- General Aggregate Limit \$2,000,000
- Products and Completed Operations Aggregate Limit \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence Limit \$1,000,000
- Property Damage Limit (any one fire) \$100,000
- Medical Payments Limit (any one person) \$10,000

Special Provisions

• The insurance certificate(s) shall indicate that the Commercial General Liability policy carries an endorsement which names the Owner and the Roman Catholic Archbishop of Baltimore, a Corporation Sole, (collectively hereinafter referred to as the "Parties") as Additional Insureds. The Contractor's policy (ies) shall be primary and any insurance carried by the Parties shall be noncontributing with respect thereto. In addition, the policy shall cover: "XCU" (explosion, collapse, underground damage) for those classifications excluded under the policy and contractual liability.

- Waiver of Subrogation
- Broad Form Property Damage

• Explosion, Collapse, and Underground operations (XCU). Required for excavation activities. Delete any related exclusion.

2. Workers Compensation

Limits of Insurance

- Part One: Workers Compensation Statutory limit required by the applicable jurisdiction
- Part Two: Employers Liability
- Bodily Injury by Accident \$1,000,000 Each Accident
- Bodily Injury by Disease \$1,000,000 Policy Limit
- Bodily Injury by Disease \$1,000,000 Each Employee
- Part Three: Other States Insurance. All States except NH, ND, OH, WA, WY

Special Provisions

- Waiver of Subrogation
 - 3. Automobile Liability

Limits of Insurance Each Accident \$1,000,000

Special Provisions

Additional Insured. The Parties and their respective agents and representatives are to be named Additional Insureds. The coverage shall be primary and not excess of or contributory with any other insurance available to the Parties.

Waiver of Subrogation

Definition of Covered Autos. Means any owned, hired, or non-owned auto (symbols 1 or 2, 8, and 9).

B. Requirements Pertaining to all Insurance Required

Ratings and Retentions:

All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and, except for Professional Liability, shall be written on ISO standard forms or their equivalent. Additionally, all insurance under this Section must be issued by an insurance company authorized to do business in the State of Maryland and have an AM Best rating of A-, VIII or higher.

Proof of Insurance:

The Contractor must provide the Parties with a Certificate(s) of Insurance(s) reflecting all of the insurance coverages satisfying the above requirements not later than ten (10) calendar days after the Effective Date of this Agreement and prior to commencement of any operations or activities hereunder. The Parties reserve the right to require, at any time, complete, certificate copies of all required insurance policies, including endorsements evidencing the coverage required by this Agreement. The insurance certificate(s) shall provide that any such insurance policy (ies) shall not be canceled, terminated, non-renewed, or materially changed without thirty (30) days' prior written notice to the Parties. In addition, the insurance company and/or the Contractor must provide thirty (30) days prior written notice to the Parties of any reduction in any of the policy limits. Ten (10) ten days Written Notification of Cancellation due to non-payment of premium

Subcontractors:

The Contractor shall require all subcontractors, consultants, and agents ("consultants" for purposes of this provision) providing services on the Project to carry any and all insurance coverage that adequately covers each consultant's exposure based on the type of services they are providing in connection with the Project.

Failure to comply:

In the event the Contractor or its consultants fail to maintain the insurance required hereby, the

Parties may, at its discretion, pay any premium necessary to maintain the coverage required hereby and deduct such premium costs from the Contractor's fees under this Agreement.

Waiver of Subrogation:

The Contractor releases and discharges the Parties from all liability to the Contractor, and to anyone claiming by, through or under the Contractor, by subrogation or otherwise, on account of any loss or damage to tools, machinery, and equipment or other property, however caused.

C. Effect of Insurance.

Indemnification and Hold Harmless

Notwithstanding anything in the Agreement to the contrary, the Contractor shall save, defend, indemnify and hold harmless the Parties and their respective agents and representatives from any and all claims, injuries, damages, losses, suits or costs including attorney fees arising out of or in connection with the performance of services relating to the Project pursuant to the Agreement unless caused by the sole negligence of the Parties, their respective agents or representatives.

No Limitations:

The absence of a demand for any type of insurance certificates or policy or insurance condition, or for higher coverage limits shall not be construed as a waiver of the Contractor's obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure associated with this Agreement. The Parties do not represent that coverage and the limits specified herein will necessarily be adequate to cover Contractor's liability.

Compliance with insurance requirements shall not relieve the Contractor of any responsibility to indemnify the Parties for any liability to the Parties as specified in any other provision of this Contract, and the Parties shall be entitled to pursue any remedy in law or equity if the Contractor fails to comply with the contractual provisions of this Contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence.

D. Distribution

An original certificate must be on file with the Parties not later than ten (10) calendar days after the Effective Date of the Agreement and prior to commencement of any work pursuant to the Agreement. A copy of the certificate(s) must also be sent to the Archdiocesan Office of Risk Management, 320 Cathedral Street, Baltimore, Maryland 21201, Attention: Tom Alban.

EXHIBIT C

REQUEST FOR PROPOSALS



Declaration for New or Replacement Boiler Installation

This document is to provide the needed information to the Office of Risk Management in order to keep current boiler files on your location. Please fill out the following form completely and send/fax/scan to the Office of Risk Management <u>before the boiler project takes place</u>.

I. <u>Project Site Address:</u>

II. <u>Project Team Members Involved:</u>

Please provide the following information for all project team members.

A. Parish/School representative:

Name: ____

Phone No: _____

E-Mail:_____

B. Parish/School on site point of contact (for access to project area):

Name:

Phone No: _____

C. Project Manager (assigned from the Archdiocese of Baltimore, Division of Facilities Management):

Name: _____

Phone No: _____

	Email:
D.	Boiler company performing installation service:
	Name of Company:
	Address:
	Phone No:
	Email:
E.	Boiler company on site supervisor/team lead:
	Name:
	Phone No:
	Email:
F.	Sub-Contractors involved (if any):
	Name/Name of company:
	Address:
	Phone No:
	Email:

III. Boiler Replacement Information:

Please provide the following information on the existing boiler (the boiler to be replaced).

Boiler Location: _____

Maryland Registration Number:

Manufacturer:								
Year Manufactu	ured:							
Boiler Type:	□ Steam	□ Hot Water	□ Condensing					
Fuel Type:	□ Gas	□ Oil	□ Dual Fuel					
Old boiler is to	be: 🗆 Scra	pped (removed from	site) Decommissioned*					

*There is a specific protocol that must be followed in the decommissioning process. Please obtain a copy of the decommissioning checklist from the Office of Risk Management.

IV. <u>Project Schedule:</u>

Calendar days to completion: Boiler project is to be completed in _____ days.

Project start date: ____

Project date of completion: _



Tips for Boiler Installations

- The contractor should submit a "Notice of Installation" form to DLLR Boiler Safety Unit at least 30 days prior to installation.
- Locking electrical disconnect (knife switch) for all electrical power to the boiler should be located at or adjacent to the boiler and should shut off all power to the boiler and be able to be locked with a padlock.
- An emergency shutoff switch that shuts off all power to the burner control circuit should be located outside each boiler room door.
- A check valve (not a backflow preventer) in the make-up feed water line to the boiler should be installed downstream of any backflow preventer. There should be no bypass line and there should be a shutoff valve between the check valve and the boiler.
- A boiler safety/relief valve should be mounted with the spindle in the vertical position and the relief valve discharge pipe should go down to within 4 inches of the floor. There should be only one 90⁰ turn in the discharge line.
- If using a mechanically actuated louver for outside combustion air, there should be an interlock on the louver blade itself, so that the boiler will not start until the louver proves open. If using a fan to supply combustion air, there should be an interlock on the fan that will prove air flow.
- Steam boilers should have the appropriately sized blow down valve depending upon the capacity of the safety valve.
- Hot water boilers should have a shutoff valve at the boiler inlet and another at the boiler outlet. All boiler fittings should be rated for at least 250° up to and including the inlet and outlet shutoff valves.
- Gas train components having atmospheric vents or bleed vents require specific venting requirements. Atmospheric vents may be manifolded provided they are appropriately sized.
- Boiler controls should meet ASME CSD-1 requirements.
- The installer should complete the ASME CSD-1 CG-500 Installing Contractor's Report and post it on-site.
- A domestic water heater with a heat input that exceeds 200,000 BTUs/Hr or with a volume exceeding 120 gallons should be registered with the State of Maryland. In addition, there should be a thermometer at the hot water outlet. If an expansion tank is installed, it should be ASME constructed with a maximum allowable working pressure (MAWP) equal to the water heater MAWP.

Code References:

- Maryland Boiler and Pressure Vessel Law and Regulations <u>http://dllr.state.md.us/labor/safety/boilpub.shtml</u>
- Maryland COMAR .03 (Air and Ventilation for outside make-up air)
- ASME Section IV
- ASME CSD-1

This document is advisory in nature. It is offered as a resource to be used together with your professional insurance advisors in maintaining a loss control program. Evaluation for any hazard or condition does not imply that it is covered under any policy. No liability is assumed by the information contained in this document. Chubb refers to the insurers of the Chubb Group of Insurance Companies.

Boiler Installers Checklist

This checklist is to be filled out by the installing contractor at the end of the project. When completed please keep in your boiler installation folder with the other important project documents.

<u>Boiler</u>	Type		Unit Information
□ <u>Ho</u>	t Water	Boiler	Make: Model: Serial #:
<u>Yes</u>	<u>No</u>	<u>N/A</u>	
			Is there a copy of the "Notice of Installation" form on-site?
			Is there a completed ASME CSD-1 CG-500 Installing Contractors Report on-site?
	-		Is there an emergency shutoff switch that shuts off all power to the burner control circuit located outside each boiler room door?
			Is there a locking electrical disconnect (knife switch) for all electrical power to the boiler located at or adjacent to the boiler? Knife switch should shut off all power to the boiler and be able to be locked with a padlock.
			Is there a check valve (not a back flow preventer) in the make-up feed water line to the boiler? It should be installed downstream of any backflow preventer. There should not be a bypass line and there should be a shut off valve between the check valve and the boiler.

Hot Water Boiler (Continued)

<u>Yes</u>	<u>No</u>	<u>N/A</u>	
			Is the boiler safety/relief valve mounted with the spindle in the vertical position? Does the relief valve discharge pipe go down to within 4 inches of the floor? There should be only one 90 degree turn in the discharge line.
			Has the boiler safety/relief valve been piped full size with no restrictions?
			Does the boiler have a shutoff valve at the boiler inlet and another at the boiler outlet. All boiler fittings should be rated for at least 250 degrees up to and including the inlet and outlet shutoff valves.
			Do gas train components having atmospheric vents or bleed vents have the required specific venting? Atmospheric vents may be manifolded provided they are appropriately sized.
			Is there sufficient combustion air to operate properly in accordance with the boiler manufacturer and NFPA 4?
	Ĉ		If using a mechanically actuated louver for outside combustion air: is there an interlock on the louver blade itself, so the boiler will not start until the louver proves open? If using a fan to supply combustion air, there should be an interlock on the fan that will prove air flow.
			Do all boiler controls meet ASME CSD-1 requirements?
			Have all the ASME CSD-1 requirements been met?

Name of Contractor (Company):	
Service Representative's Signature:	
Date Completed:	
Comments:	

Boiler Installers Checklist

This checklist is to be filled out by the installing contractor at the end of the project. When completed please keep in your boiler installation folder with the other important project documents.

Boile	r Type		<u>Unit Information</u>				
□ St	eam Bo	iler	Make:				
			Model:				
			Serial #:				
<u>Yes</u>	<u>No</u>	<u>N/A</u>					
			Is there a copy of the "Notice of Installation" form on-site?				
			Is there a completed ASME CSD-1 CG-500 Installing Contractors Report on-site?				
			Is there an emergency shutoff switch that shuts off all power to the burner control circuit located outside each boiler room door?				
			Is there a locking electrical disconnect (knife switch) for all electrical power to the boiler located at or adjacent to the boiler? Knife switch should shut off all power to the boiler and be able to be locked with a padlock.				
			Is there a check valve (not a back flow preventer) in the make-up feed water line to the boiler? It should be installed downstream of any backflow preventer. There should not be a bypass line and there should be a shut off valve between the check valve and the boiler.				
			Is the boiler safety/relief valve mounted with the spindle in the vertical position? Does the relief valve discharge pipe go down to within 4 inches of the floor? There should be only one 90 degree turn in the discharge line.				

Steam Boiler (Continued)

<u>Yes</u>	<u>No</u>	<u>N/A</u>	
			Has the boiler safety/relief valve been piped full size with no restrictions?
			Does the boiler have the appropriately sized blow down valve depending upon the capacity of the safety valve?
			Do gas train components having atmospheric vents or bleed vents have the required specific venting? Atmospheric vents may be manifolded provided they are appropriately sized.
			Is there sufficient combustion air to operate properly in accordance with the boiler manufacturer and NFPA 54?
			If using a mechanically actuated louver for outside combustion air: is there an interlock on the louver blade itself, so the boiler will not start until the louver proves open? If using a fan to supply combustion air, there should be an interlock on the fan that will prove air flow.
			Do all boiler controls meet ASME CSD-1 requirements?
	C		Have all the ASME CSD-1 requirements been met?
Name	of Cont	ractor (Company):
Servic	e Repre	sentativ	e's Signature:
Date C	Complete	ed:	
Comm	nents:		

Contractor	Address	City/County	State	Zip	Phone	Contact	Email
American Combustion Industries, Inc.	7100 Holladay Tyler Rd Suite 233	Glenn Dale	MD	20769	(301) 779-3400	Dale Parrish	
Ariosa & Company, LLC	16 Stenerson Lane	Cockeysville	MD	21030	(410) 628-4215	Robert Ariosa	
BGE Commercial Building Systems, Inc.	1530 Caton Center Dr. Suite L	Baltimore	MD	21227	(443) 543-1037	Tom O'Neill	
BGE Home					(1-888) 243-4663		
Baltimore Trane	9603 Deerco Road	Timonium	MD	21093	(410) 252-9550		
Beaver Mech.Contractors, Inc.	61 West Lee Street	Hagerstown	MD	21740	(301) 790-1400	Timothy Bryan	
Blue Dot Mechanical	125 Industry Lane	Forest Hill	MD	21050	(410) 838-0158		
Bogans Plumbing	1302 Continental Drive	Abington	MD	21009	(410) 679-7575	Steve Bogan	
Boland Trane	30 W. Watkins Mill Rd.	Gaithersburg	MD	20878	(240) 306-3303	Bill Krebbs	
C.R.W. Mechanical, Inc.	5807 Ellerbie Street	Lanham	MD	20706	(301) 918-0056		
Calvert Plumbing & Heating d/b/a Calvert Mechanical Solutions	8801 Mylander Lane	Towson	MD	21286	(410) 323-5400	John Smyth	
Chasney & Co.	5808 York Road	Baltimore	MD	21212	(410) 433-1600	Pete Chasney	
Coldspring Company, Inc.	4409 Towanda Avenue	Baltimore	MD	21215	(410) 367-8719	Harold Scott	

Contractor	Address	City/County	State	Zip	Phone	Contact	Email
Daniel's HVAC	P.O. Box 4374	Notthingham	MD		(410) 418-8181		
Dynastics, Inc.	1917 Lansdowne Road	Baltimore	MD	21227	(410) 247-6750	Brian Giro	
Elliotts Heating & Cooling LLC	PO Box 183	White Marsh	MD	21162	410-344-6045		
H.R. Ebersole & Sons, Inc.	13832 Maugansville Rd P.O. Box 188	Maugansville	MD	21767	(301) 733-7893	Roy Ebersole	
Emjay Engineering & Construction Co., Inc.	1706 Whitehead Road	Baltimore	MD	21207	(410) 298-2000	Michael Sherr	
Fridinger-Ritchie Co., Inc.	132 E. Washington St.	Hagerstown	MD	21740	(301) 739-6111	Bruce Shatzer	
Frosty Refrigeration Co. Inc.	7121 Windsor Mill Rd.	Baltimore	MD	21244	(410) 747-2022	John Lederer	
The Hancock Plumbing Co.	103 W. High Street	Hancock	MD	21750	(301) 678-5516	Larry Rollins	
Harford Refrigeration Co. Inc.	7915 Philadelphia Rd.	Baltimore	MD	21237	(410) 866-6200	Michael Zimmer	
J.B. Hayes Mech. Contractors	122 N. Tollgate Road Suite 9	Bel Air	MD	21014	(410) 893-6340		
M.S. Johnston Co., Inc.	13261 Pennsylvania Ave	Hagerstown	MD	21742	(301) 733-1066	Michael Johnston	
R.H. Lapp & Sons, Inc.	880 Kelly Road	Cumberland	MD	21502	(301) 724-6650	George Lapp, Jr.	
Joseph J. Magnolia, Inc.	600 Gallatin Street, N.E.	Washington	DC	20017	(202) 829-8510	Bapuji Divecha	

Contractor	Address	City/County	State	Zip	Phone	Contact	Email
Manor Mechanical Services	P.O. Box 279	Phoenix	MD	21131	(410) 683-0626	Wayne Wright	
Maryland Mech Systems, Inc.	300 S. Haven Street	Baltimore	MD	21224	(410) 327-4750	Joseph Wires	
MECCO Inc.	10545 Guildford Road P.O. Box 767	Jessup	MD	20794	(301) 868-2400	Michael Fulford	
M. Nelson Barnes & Sons, Inc.	117 Church Lane	Cockeysville	MD	21030	(410) 666-9330	James Rego	
G.H. Nitzel, Inc.	P.O. Box 43180	Baltimore	MD	21236	(410) 335-0200	George Nitzel III	
Power & Combustion, Inc.	7909 Philadelphia Road	Baltimore	MD	21237	(410) 866-4900	John Dunnock	
Prem-Air Services	407Armstrong Road	Middle River	MD	21220	(410) 963-5990	Art Ridgeway	premairdna@yahoo.com
James A. Quick, Inc.	21A Newport Drive	Forest Hill	MD	21050	(410) 893-4200	James Quick	
Rockspring Mechanical Serv.	310 N. Main Street	Bel Air	MD	21014	(410) 893-1933		
R.M. Schmidt, Inc.	525 Old Westminster Pike, Suite B-2	Westminster	MD	21157	(410) 876-8448		
G.E. Tignall & Co., Inc.	14 McCann Avenue	Cockeysville	MD	21030	(410) 666-3000		
R.W. Warner, Inc.	217 Monroe Avenue	Frederick	MD	21701	(301) 662-5387	Matthew Warner	
Walter N. Yoder & Sons, Inc.	P.O. Box 1337	Cumberland	MD	21502	(301) 729-0610	Mark Yoder	

AOB MECHANICAL / PLUMBING CONTRACTOR - Prequalified for Capital Projects December 2005: Revised April 26, 2018

Contractor	Address	City/County	State	Zip	Phone	Contact	Email
Joseph M. Zimmer, Inc.	8860 Citation Road	Baltimore	MD	21221	(410) 780-0600	Joseph Zimmer III	

Chubb Inspectors

Gordon Lane – gslane@chubb.com

Frederick, Washington, Allegheny, Garrett

 Gordon S Lane Senior Equipment Breakdown Risk Engineer 1001 G St NW Suite 400, Washington DC 20001, USA O 202-822-3200 M 202-603-9694 E gslane@chubb.com

Kevin Mulvey – <u>kmulvey@chubb.com</u>

Anne Arundel, Howard

• **Kevin J. Mulvey** Sr. Equipment Breakdown Risk Engineer, Risk Engineering Services 1001 G Street NW Suite 400, Washington DC 20001, USA O 202-649-2259 M 202-441-7561 F 202-649-2202 E <u>kmulvey@chubb.com</u>

Ron Warden – <u>Rwarden@chubb.com</u>

Carroll, Baltimore City, Baltimore Co, Harford

Ronald Warden
 Senior Equipment Breakdown Risk Engineer, Risk Engineering Services, Mid-Atlantic Region 200 St Paul Place, Suite 2300, Baltimore/Maryland/21202, United States
 O 4106596565 M 4109242373 E <u>rwarden@chubb.com</u>

Visit <u>www.archbalt.org/risk</u> for an up to date listing found in the Boilers tab.

Completed Boiler Installation Checklist

This is the final check list to use when the boiler project is completed. Be sure to have all FIVE of the items below "ticked off" and you will be well on your way to passing the State of Maryland boiler inspection.

- □ Completed CSD-1 Sheet on site for each new boiler installed at you facility for the boiler inspector to review.
- □ Copy of the State of Maryland notice of installation on site for the boiler inspector to review.
- ☐ Fill out and submit the MDE small appliance fuel permit and submit to the Maryland Department of The Environment along with payment.
- □ Notified your regional Chubb inspector to come out to your facility to inspect your newly installed boiler.

	Date of your inspection:		Time:	
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□ Notified the Office of Risk Management that your new boiler is fully installed and ready for inspection.