

ADDENDUM

002

Date: April 22, 2019
Attn: Project Bidders
Project Name: SUNY Purchase Hub – Café Addition and Renovation
Project Address: 735 Anderson Hill Road
Purchase, NY 10577
PZD Project Number: 1517347
SUNY Project Number:

The following information shall amend the Construction Documents for the project listed above.

GENERAL COMMENTS:

CLARIFICATION: ...

- Siemens Proposal has been included in addendum.
- Elevator and loading dock will be available to the GC – coordination with Purchase required.

DRAWING COMMENTS:

C-3, NOTE

- Clarification: Scope of to be included in general contractors bid.

AD101, NOTE

- Clarification: Notes 9 and 10 have been added to Floor Demolition schedule.

A103, ADD

- ADD: Pitch pocket locations have been added.

A201, NOTE

- Clarification: Drop ceiling has been removed from sprinkler room and additional general notes have been added.

A202, NOTE

- Clarification: Notes have been added to detail 8/A202 .

V110, NOTE

- Clarification: Sloped ceiling note clarified.

V304, NOTE

- Clarification: TV mounting locations.

Q001, Clarification

- Clarification: All existing furniture is to remain.

FP-101, Clarification

- Clarification: Scope of to be included in general contractors bid.
- Clarification: Sprinkler heads to be provided in freezer and refrigeration coolers per NFPA requirements as indicated in Note 1 on FP100.

FP200, Clarification

- Clarification: Sprinkler room has a 4" floor drain the room or drain to the exterior of the building as indicated on FP-200 detailed drawing.

DP-101, Clarification

- Clarification: Video of interior of sanitary piping system was performed in 2018 which located the piping below the floor which needs replacement.

M-100, Clarification

- Clarification: Duct is existing.
- Clarification: Ducts may be modified (flattened) to co-ordinate with piping.

M-101, Clarification

- Clarification: All Hoods and associated exhaust duct are existing to remain.

E-100, Clarification

- Clarification: Refer to food service electrical schedule of drawing E-203 and floor plan tags on drawing E-100.

E-101, Clarification

- Clarification: The lights are provided by the manufacturer will be LED or will be modified to LED.

E-102, Clarification

- Clarification: Locations of core for power and data shall be coordinated by the contractor. Not 4 will be added to drawing and issued as addendum #2.

E-102, Clarification

- Clarification: Refer to architectural drawings for mounting heights.

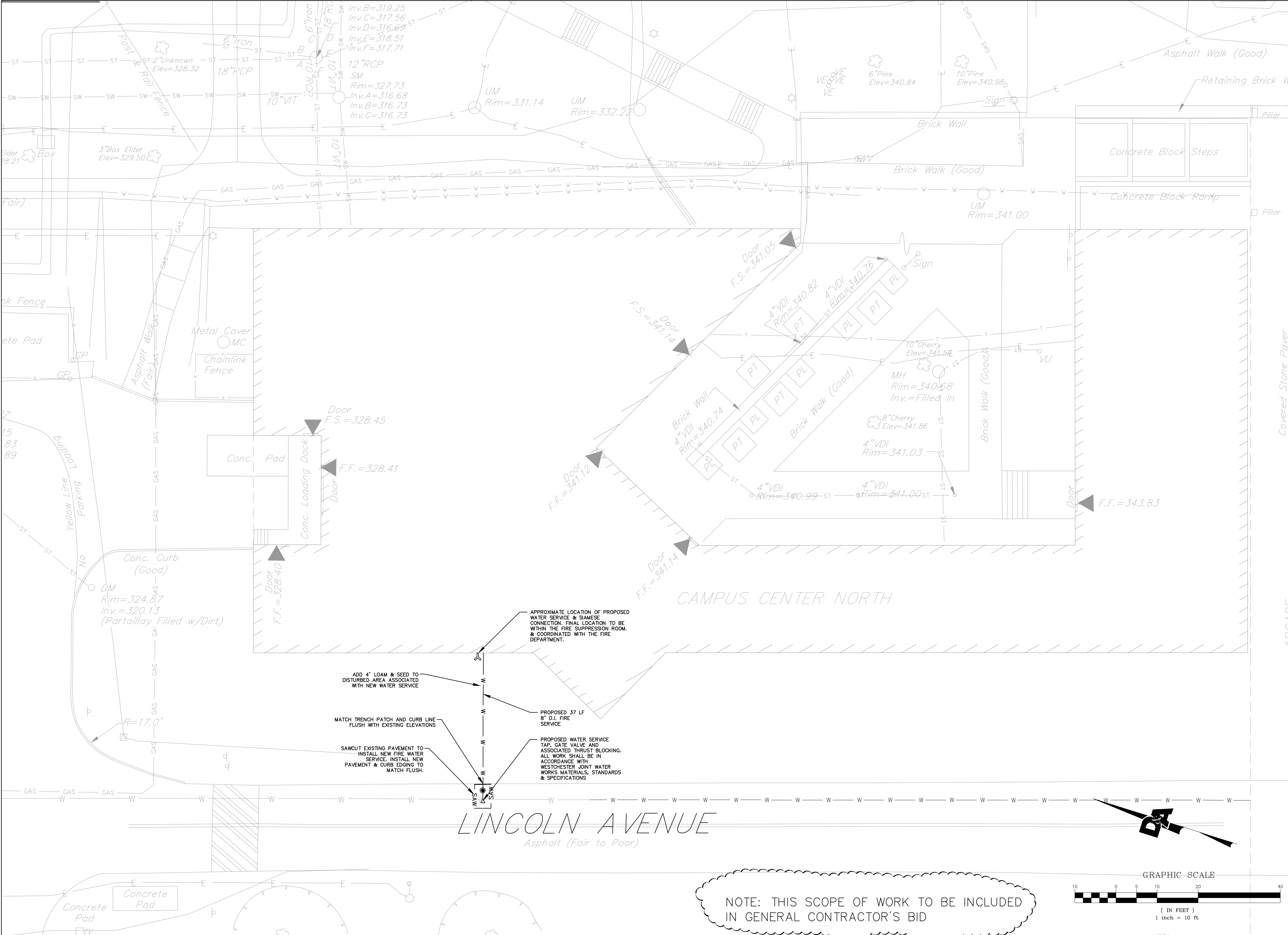
- Clarification: Refer to food service electrical schedule on drawing E-203 and floor plan tags on drawings E-102.

End of Architectural Addendum #2


Please feel free to contact me should you have any questions.
Sincerely,

Phase Zero Design INC

Jason Woodworth
Project Coordinator




ARCHITECT



phase zero
design


EIGHT WILCOX STREET
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CLIENT



Purchase College
STATE UNIVERSITY OF NEW YORK
SUNY PURCHASE COLLEGE
735 ANDERSON HILL ROAD,
PURCHASE, NY 10577

CONSULTANT



DA DOUCET
& ASSOCIATES
Civil Engineering & Surveying
123 Union Street - Suite 202
Easthampton, MA 01027
Phone: (413) 253-2349
www.doucetandassociates.com

SUNY PURCHASE COLLEGE

CAFE ADDITION AND REMODEL


735 ANDERSON HILL ROAD

PURCHASE, NY 10577

PROJECT

REV	DATE	DESCRIPTION / COMMENTS
1	3-30-2018	ADDENDUM 1
2	12-15-2018	WPA DRAWINGS
3	4-22-2018	ADDENDUM 2

SEAL



ISSUED FOR: OUT-TO-BID

ISSUED DATE: 2.16.2019

DRAWN BY: SPC

CHECKED BY: LAR

PROJECT NUMBER:

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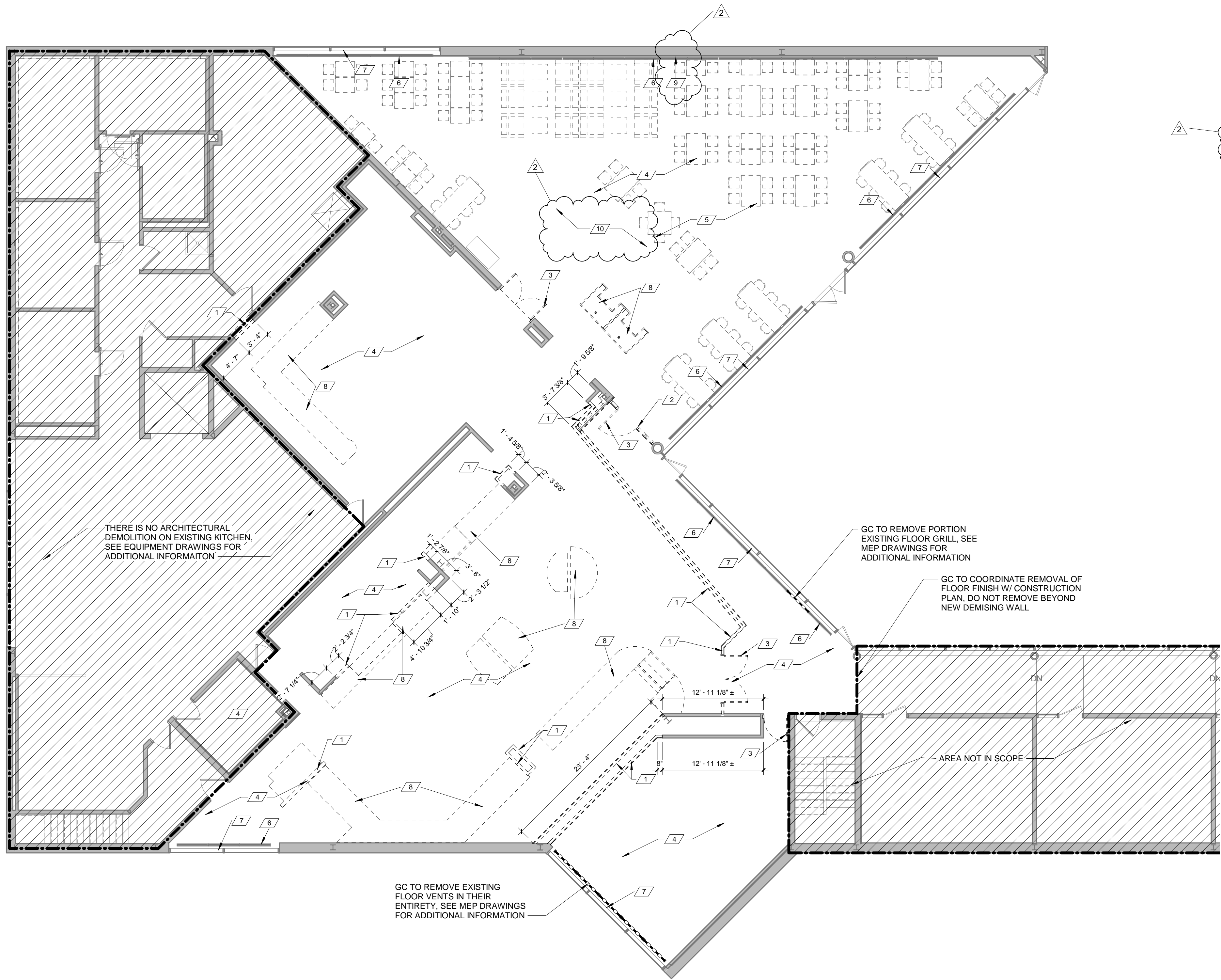
DRAWING NAME

SITE
UTILITY
PLAN

DRAWING NO.

C-3

1 DEMO FLOOR PLAN
1/8" = 1'-0"



DEMOLITION FLOOR PLAN NOTES

1. THE G.C. IS TO FIELD VERIFY ALL DIMENSIONS USING THE CONSTRUCTION DOCUMENTS. IF ANY DISCREPANCIES EXISTING, G.C. TO MARK UP DRAWINGS THAT REFLECT THE ACTUAL CONDITION. FORWARD THEM TO THE ARCHITECT WITHIN (3) DAYS FOR REVIEW AND CLARIFICATION AS REQUIRED.
2. THE G.C. IS TO VERIFY THE EXISTING CONDITIONS OF THE SPACING INCLUDING BUT NOT LIMITED TO SLAB CONDITION AND ANY ISSUES THAT MAY EFFECT NEW FLOOR FINISH. IF ANY ISSUES EXIST, CONTACT ARCHITECT.
3. NO DEMOLITION SHALL TAKE PLACE OUTSIDE OF THE SCOPE OF WORK WITHOUT THE APPROVAL OF THE OWNER.
4. GC IS TO REFER TO Q010 EQUIPMENT DEMO LAYOUT FOR ADDITIONAL DEMOLITION NOTES.
5. GC TO REFER STRUCTURAL DRAWINGS AND MEP DRAWINGS FOR ADDITIONAL DEMOLITION NOTES.
6. PATCH ALL FLOOR OPENINGS EXPOSED FROM DEMOLITION WITH RATED CONSTRUCTION TO MAINTAIN 2 HOUR SEPERATION PER UL1907
7. GC SHALL COORDINATE THE REMOVAL AND STORAGE OF ALL EXISTING EQUIPMENT TO BE REUSED.
8. GC SHALL PATCH ALL WALLS TO REMAIN WHICH MAY HAVE RECEIVED DAMAGE DURING DEMOLITION.

FLOOR DEMOLITION SCHEDULE

1	DEMOLISH PORTION OF EXISTING WALL CONSTRUCTION.
2	DEMOLISH EXISTING STOREFRONT SYSTEM.
3	REMOVE EXISTING DOOR AND FRAME.
4	REMOVE EXISTING FLOOR FINISH AND WALL BASE.
5	ALL EXISTING FURNITURE TO BE STORED FOR REINSTALLATION.
6	EXISTING FLOOR VENTS TO REMAIN. GC TO PROTECT AS NEEDED DURING CONSTRUCTION.
7	EXISTING WINDOW TO REMAIN. PROTECT AS NEEDED DURING DEMOLITION.
8	REMOVE EXISTING MILLWORK AND ALL ASSOCIATED EQUIPMENT AND UTILITIES.
9	EXISTING PROJECTOR AND PROJECTOR SCREEN TO BE REMOVED ENTIRELY AND RETURNED TO COLLEGE.
10	EXISTING SPEAKERS ARE TO BE REMOVED DURING DEMOLITION/ CONSTRUCTION AND REINSTALLED IN SAME LOCATIONS



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OWNER:



STATE UNIVERSITY OF NEW YORK
www.purchase.edu

CONSULTANT:

SUNY PURCHASE COLLEGE

CAFE RENOVATION
735 ANDERSON HILL RD
PURCHASE, NY 10577

PROJECT:

REVISIONS	
NO.	DESCRIPTION
1	04/24/2019
2	ADDENDUM 2

SEAL:

ISSUED FOR: BID

ISSUED DATE: FEBRUARY, 15 2019

DRAWN BY: JW

CHECKED BY: CM

PROJECT NUMBER: 1517347

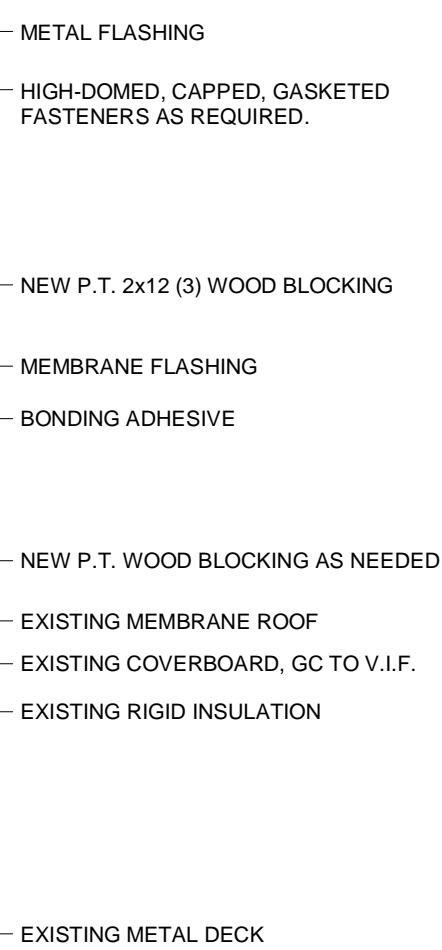
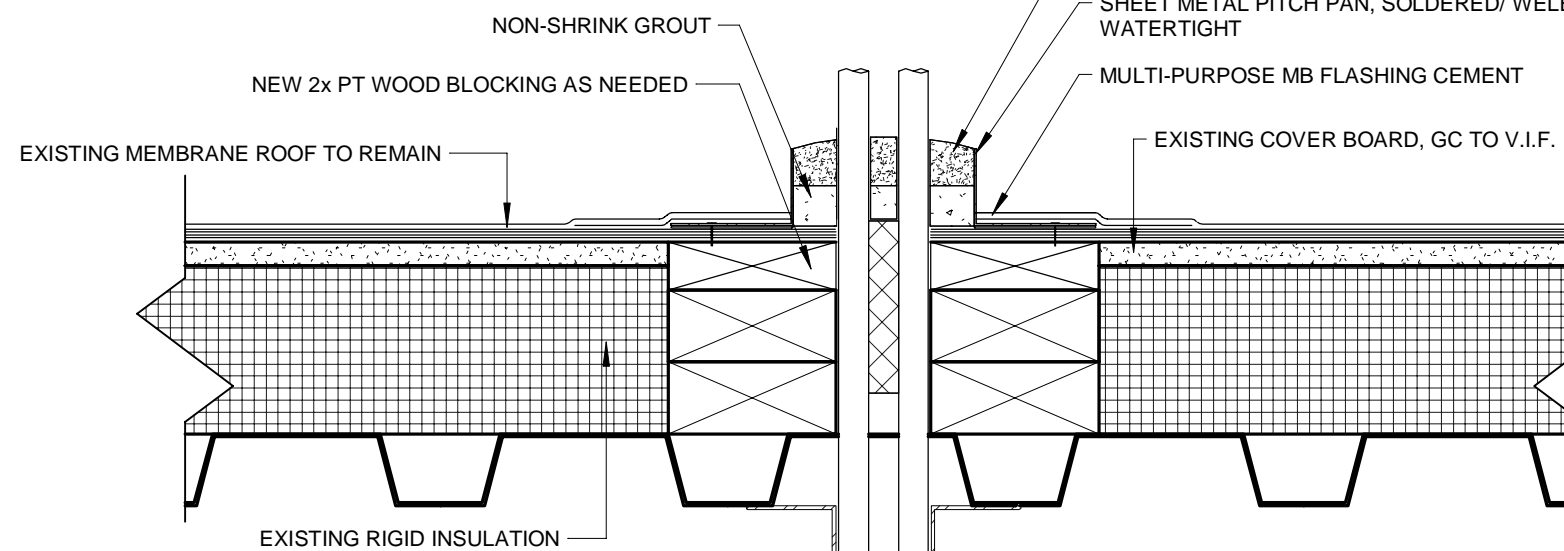
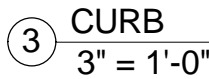
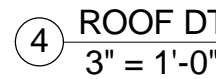
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DRAWING NAME:

FIRST FLOOR
DEMOLITION PLAN

DRAWING NO.

AD101



1. ALL EXISTING ROOF TOP EQUIPMENT IS TO REMAIN.
2. GC TO PROVIDE A PITCH POCKET AT EACH CONDENSING UNIT, SEE DETAIL, 3/A103 FOR ADDITIONAL INFORMATION. GC TO COORDINATE PITCH POCKET LOCATION WITH CONDENSING UNIT MANUFACTURER. PITCH POCKET IS TO BE PROVIDED BY OTHERS.

 **PHASE ZERO
DESIGN**

8 WILCOX STREET
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Purchase College
STATE UNIVERSITY OF NEW YORK
www.purchase.edu

15 JULY 2004

PROJECT:

CAFE RENOVATION

35 ANDERSON HILL RD
PURCHASE, NY 10577

[illegible]

2

ISSUED DATE:FEBRUARY, 15 2019

CHECKED BY:CM

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A103

CEILING SCHEDULE	
TYPE	DESCRIPTION
CLG-01	ARMSTRONG "HEALTHZONE ULTIMA" SQUARE LAY-IN FINE TEXTURE TILES W/ GRID, SYSTEM. COLOR - WHITE (WH).
CLG-02	NEW GYP BRD. SOFFIT. FINISH AS SPECIFIED.
CLG-03	SUSPENDED ACOUSTICAL TILE

SYMBOL LEGEND

2X2 LED FIXTURE

RECESSED CAN FIXTURE

LAMINATE CEILING

HIGH BAY LIGHT FIXTURE

MONITOR

SCONCE

MULTI PENDENT LIGHT

ACCENT PENDENT LIGHT

GENERAL LIGHTING FIXTURE

GENERAL LIGHTING FIXTURE

CEILING PLAN GENERAL NOTES

1. ALL CEILING MOUNTED WIRING WITHIN THE EXPOSED CEILING AREAS OF THE HUB SHALL BE RUN WITHIN A RACEWAY, AND THE RACEWAY AND ALL ASSOCIATED ATTACHMENTS, ETC. WILL BE PAINTED BLACK TO MATCH THE CEILING FINISHES.

2. ALL CEILING GRIDS TO BE CENTERED IN ROOM, UNLESS NOTED OTHERWISE.

3. SEE EQUIPMENT DRAWINGS AND ELECTRICAL DRAWINGS FOR ADDITIONAL LIGHTING INFORMATION.

4. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL SYMBOLS.

5. REFER TO V102 AND V112 FOR ALL CEILING HEIGHTS, FINISHES AND LIGHTING LOCATIONS.

6. GC IS TO V.I.F. THE HEIGHTS OF DUCTS IN BASEMENT PRIOR TO CEILING INSTALLATION. ANY CONFLICTS, CONTACT ARCHITECT.

7. SEE MEP DRAWINGS FOR SUPPLY AND RETURN GRILL LOCATIONS.

8. EXPOSED CEILING TO BE PAINTED. SEE V101 FOR FINISH LIST.

9. ALL EXISTING SOFFITS TO BE PAINTED. SEE V110 FOR FINISH.

REFLECTED CEILING PLAN NOTE SCHEDULE

1

EXISTING GYP. BD SOFFIT TO REMAIN. GC TO PATCH AS NEEDED TO LIKE NEW CONDITION.

2

AREA NOT IN SCOPE.

3

NEW ACT TILE CEILING. SEE V110 FOR ADDITIONAL INFORMATION.

4

NEW GYP. BD. SOFFIT CEILING. SEE V110 FOR ADDITIONAL INFORMATION.

5

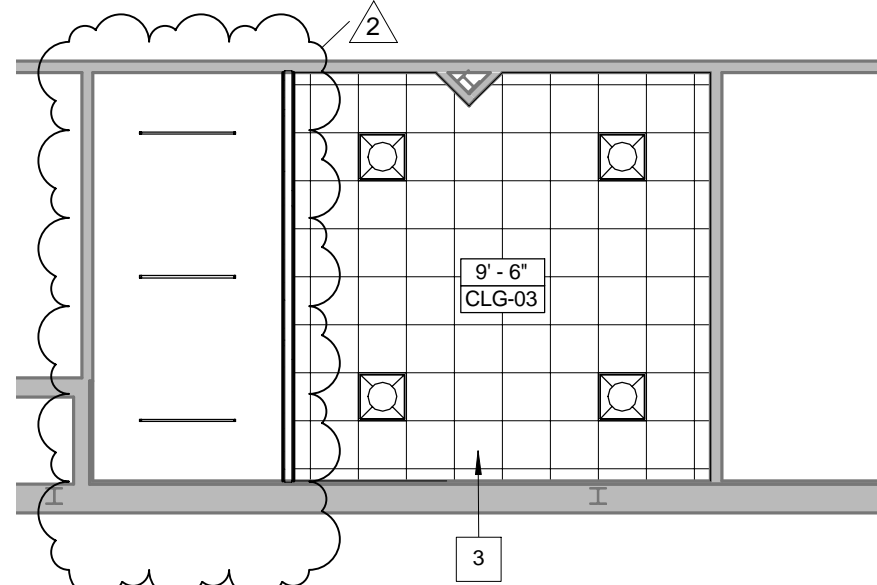
EXISTING SOFFIT TO RECEIVE NEW LIGHT LOCATIONS. REMOVE OLD LIGHTING AND PATCH.

6

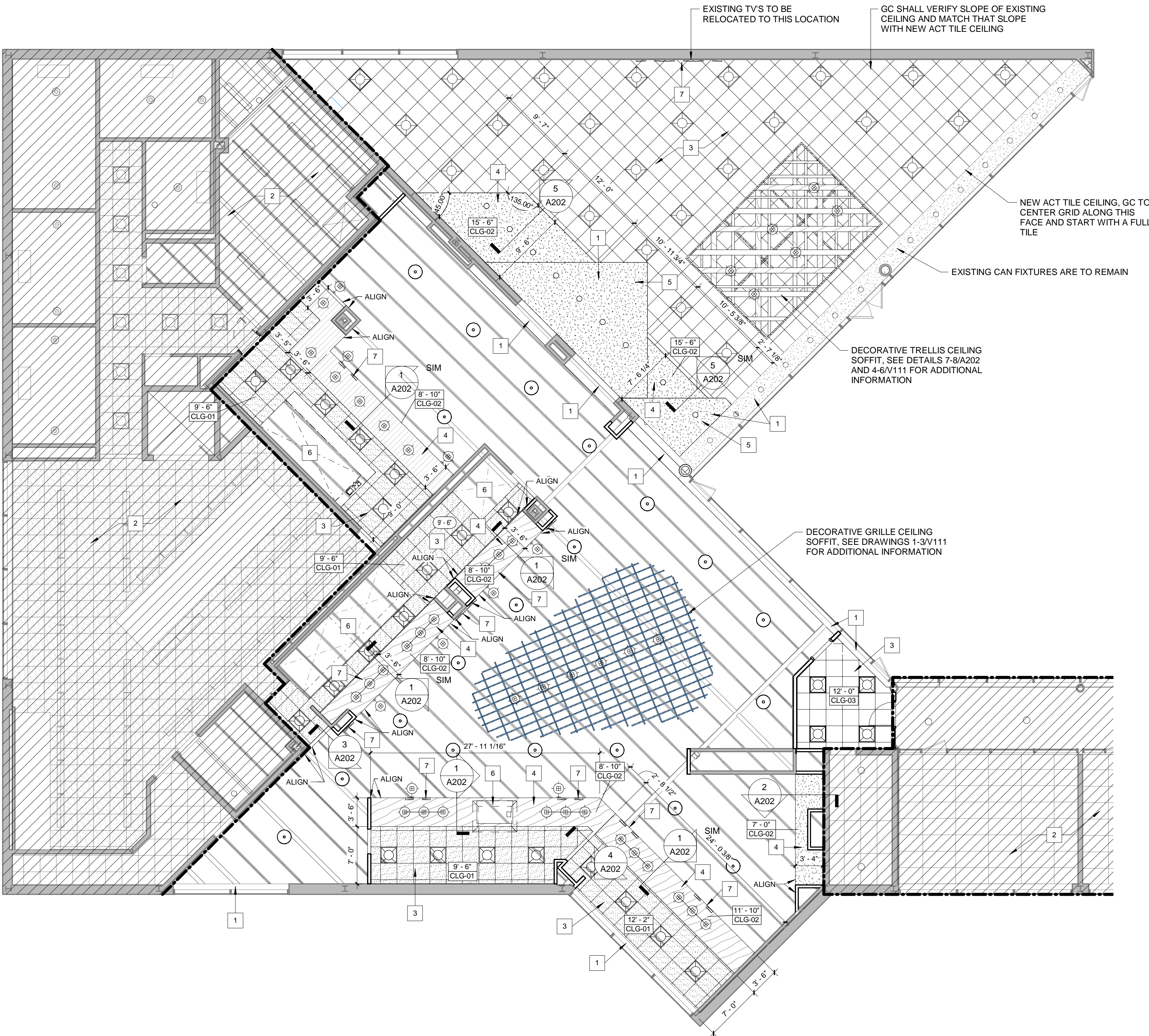
EXHAUST HOOD. REF. FOODSERVICE DRAWINGS.

7

TVS TO BE PROVIDED BY OTHERS. GC TO COORDINATE POWER AND DATA.



2 BASEMENT LEVEL
1/8" = 1'-0"



1 DINING LEVEL
1/8" = 1'-0"

ARCHITECT:

PHASE ZERO
DESIGN

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CONSULTANT:

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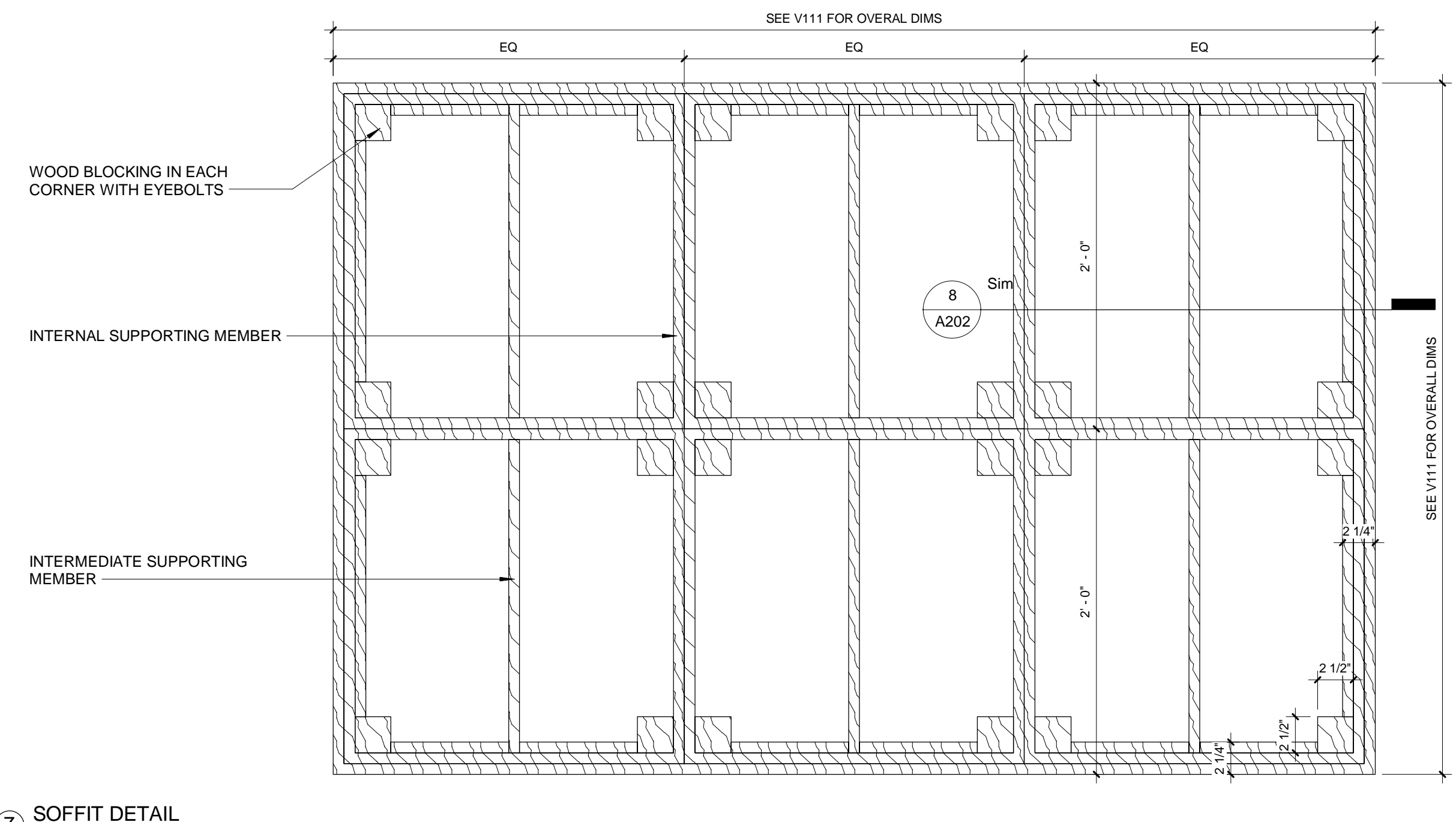
REVISIONS	
NO.	DESCRIPTION
2	04/24/2019 ADDENDUM 2

SEAL:

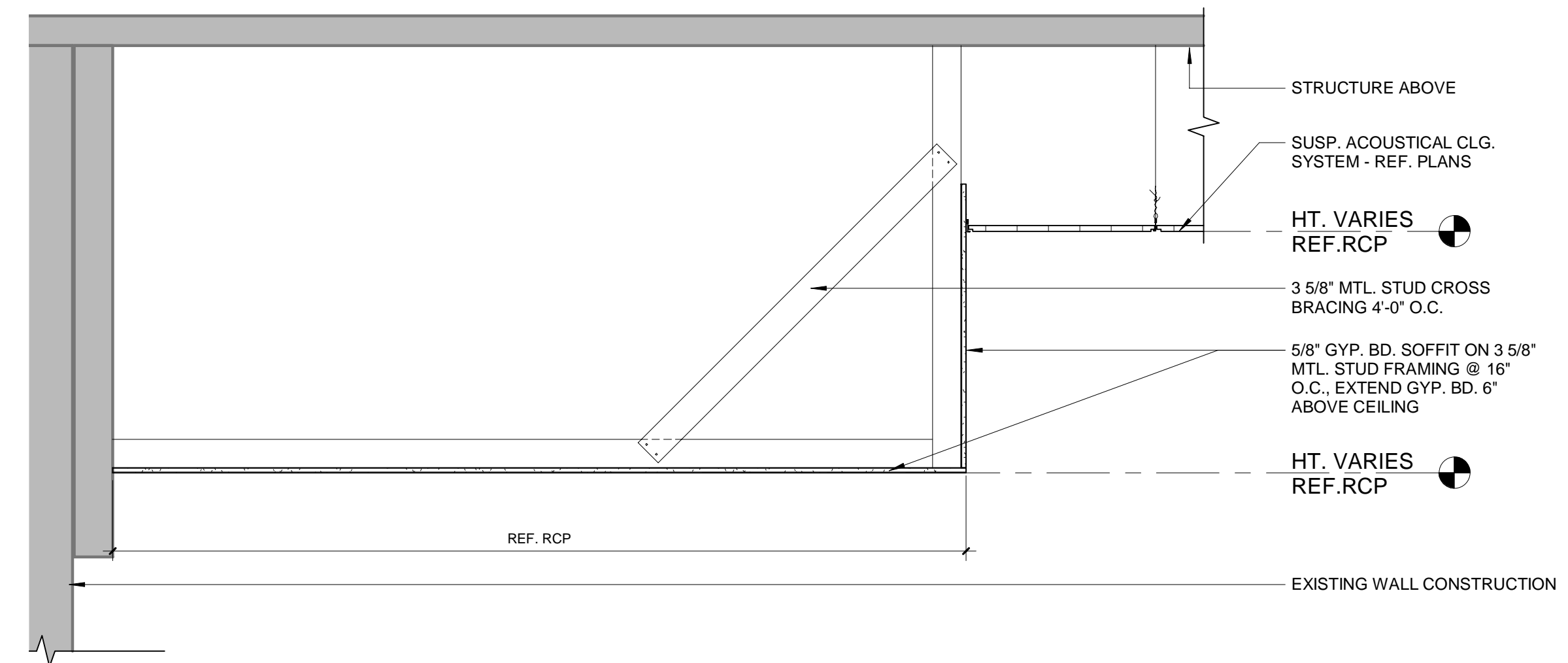
ISSUED FOR: BID
ISSUED DATE: FEBRUARY, 15 2019
DRAWN BY: JW
CHECKED BY: CM
PROJECT NUMBER: 1517347

DRAWING NAME:
BASEMENT / FIRST
FLOOR
REFLECTED
CEILING PLAN

DRAWING NO.
A201



⑦ SOFFIT DETAIL
1 1/2" = 1'-0"



STRUCTURE ABOVE

3 5/8" MTL. STUD
CROSS BRACING @
4'-0" O.C.

5/8" GYP. BD. SOFFIT
ON 3 5/8" MTL. STUD
FRAMING @ 16" O.C.

SEE INTERIOR
ELEVATIONS FOR
FINISH, TYP.

SUSP. ACOUSTICAL
CLG. SYSTEM -
REF. PLANS

HT. VARIES
REF. RCP

8'-10"

STRUCTURE ABOVE

5/8" GYP. BD. SOFFIT
ON 3 5/8" MTL. STUD
FRAMING @ 16" O.C.

3 5/8" MTL. STUD
CROSS BRACING @
4'-0" O.C.

SEE INTERIOR
ELEVATIONS FOR
FINISH, TYP.

6" MIN.

SUSP. ACOUSTICAL CLG.
SYSTEM - REF. PLANS

HT. VARIES
REF.RCP

HT. VARIES
REF.RCP

REF. RCP

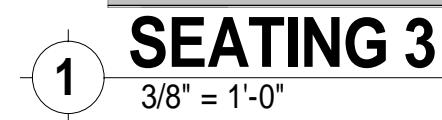
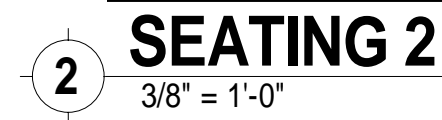
SEE V110 FOR SOFFIT
FINISH, TYP.

① CEILING DETAIL
3/4" = 1'-0"

[illegible]

DRAWING NO.

V304



c:\IES Projects\2018 Projects\Team PJP\18171 SUNY Purchase The Hub\Contract Documents\18171 E-102.dwg Plotted by Iragalski on Apr 23, 2019 - 9:05am



FIRST FLOOR POWER PLAN
SCALE: 1/8" = 1'-0"

ARCHITECT:
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8 WILCOX STREET
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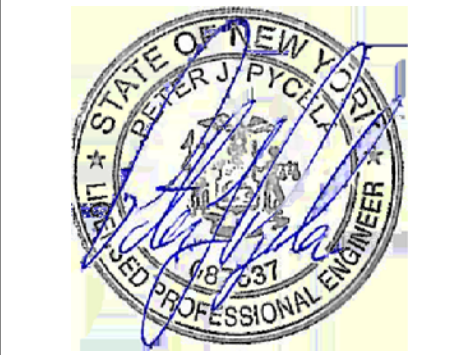
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OWNER:
Purchase College
STATE UNIVERSITY OF NEW YORK
www.purchase.edu

CONSULTANT:
INNOVATIVE ENGINEERING SERVICES, LLC
AN INTEGRATED ENGINEERING & DESIGN FIRM
33 N. PLAINFIELD INDUSTRIAL RD.
WALLINGFORD, CT 06492
TEL: 203-467-4270
WEB: WWW.IESLLC.BIZ

SUNY PURCHASE COLLEGE
CAFE ADDITION AND RENOVATION
735 ANDERSON HILL RD
PURCHASE, NY 10577

REVISIONS		
NO.	DATE	DESCRIPTION
1	4/22/19	ADDENDUM #2



ISSUED FOR: BID
ISSUED DATE: 02.15.2019
DRAWN BY: IES
CHECKED BY: IES
PROJECT NUMBER: 1517347
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DRAWING NAME:

FIRST FLOOR
POWER PLAN
DRAWING NO.
E-102

PROPOSAL

- Mechanical Contractor
- Estimating Department
-
-
-

No.: 180327bgR1
Date: April 9, 2018
Valid for: 30 days
Fax No.:

Project: SUNY Purchase CAFE

Engineer: Innovative Engineering

Proposal: We propose to furnish and install a Siemens Industry, Inc., Building Technologies Division automatic temperature control system for the above project as follows:

Net Price: \$ 119,000.00 plus tax

One hundred nineteen thousand and 00/100

DOLLARS

Remarks: See Scope of Work on following pages
We do not include Consequential, Liquidated or Indirect Damages
Price is based on a Tax Exempt Certificate being provided

The Terms and Conditions of Sale shown on the attached are a part hereof

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

Proposal Submitted:
Siemens Industry, Inc.

Purchaser _____

Seller Siemens Industry, Inc.

By _____

By Brian Greda

Title _____

Title Account Executive

Date _____

Date April 9, 2018

Brian.greda@siemens.com 973-332-0789

Siemens Industry, Inc.

8 Fernwood Road
Florham Park, NJ 07932
Tel: 973-575-6300

No.: 180327bgR1
Date: April 9, 2018
Project: SUNY Purchase CAFE

Siemens Industry, Inc.

- I. This proposal is based on the following bid documents as prepared by Innovative Engineering:
- A. Mechanical Drawings Drawings M-100 to M-204 dated 2/16/2018
 - B. Specification Pages
 - C. **Mechanical Drawings Addendum #1 3/30/18**
- II. We include the following:
- A. Extend existing Siemens BMS system to control and monitor the following:
 - B. Hot Water Unit Heater (1): Misc control wiring for stand alone operation
 - C. Electric Unit Heater (2): Misc control wiring for stand alone operation
 - D. Hot Water Reheat Coil (3): Pneumatic control valve connected to BMS
 - E. **Thermostats (7) – Furnish and install thermostats.**
 - F. MAU (4) – Interlock of unit with Exhaust fan and kitchen control panel. Stand alone operation
 - 1. **Install and wire manufacturer discharge air sensor to unit controller**
 - G. Kitchen Exhaust fans (6) – Interlock of exhaust fans with Make Up Air unit and Kitchen control panel
 - H. Control wiring of Siemens Industry, Inc. controls only including open cabling in hung ceilings, EMT in mechanical rooms.
 - I. Technical labor for system design, programming, color graphics, checkout, startup and project supervision.
 - J. Use of Siemens DDC equipment, sensors, and end devices.
 - K. One year warranty.
- III. We do not include the following (unless noted otherwise in this proposal):
- A. Overtime
 - B. Taxes on labor and Material
 - C. Fire Smoke damper work or interlock wiring.
 - D. Cutting, patching, and painting.
 - E. Misc wiring and power to manufacturer or 3rd party supplied equipment
 - F. Furnishing thermostats/space sensors to be wired to manufacturer's controller
 - G. Installation of valves, dampers, pipewells, flow meters and all other items under the jurisdiction of other trades.
 - H. Furnishing and installing fire/smoke, smoke, and automatic dampers.
 - I. Smoke detectors and all fire alarm related work.
 - J. Work in asbestos areas
 - K. Service and maintenance
- IV. Terms of Payment:
Net 30 days after receipt of invoice
- V. Alternate Pricing:
- A. CHWP-1 **Add \$26,000**
 - B. If Siemens is required to provide "Per Project Aggregate Insurance" then **Add \$2,500.00**

Siemens Industry, Inc.

8 Fernwood Road
Florham Park, NJ 07932
Tel: 973-575-6300

GENERAL TERMS AND CONDITIONS (Solutions)

Article 1: General

1.1 These General Terms and Conditions, including any supplemental terms (each a "Rider"), are attached to and made part of the Proposal or other document as the case may be including any change order, in which these General Terms and Conditions are incorporated (the "Document"), that when approved in writing by the Customer and accepted by an authorized representative of Siemens shall (a) constitute the entire, complete and exclusive contract between the parties (this "Agreement") (i) to implement the work and services identified in the Scope of Work or Proposed Solution section of the Document (collectively, the "Work") to be provided by Siemens and (ii) for the physical equipment ("Equipment"), software owned or licensable by Siemens ("Software"), any related documentation ("Related Documentation"), deliverable Instruments (as defined in Section 2.2), and Work Product Deliverables (as defined in Section 2.1) identified in the Document to be provided by Siemens under the Agreement in accordance with the performance of the Work (collectively, the "Deliverables") and (b) supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement.

1.2 Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and Siemens may grant a security interest in the proceeds to be paid to Siemens under this Agreement; assign proceeds of this Agreement; and/or use subcontractors in performance of the Work.

1.3 The terms and conditions of this Agreement shall not be modified or rescinded except in writing signed by duly authorized officers or managers of Siemens and Customer.

1.4 In the event of conflict between the other sections of the Document and these General Terms and Conditions, these General Terms and Conditions shall control. In the event of conflict between a Rider and any section of the Document or these General Terms and Conditions, the Rider shall control. Any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the parties.

1.5 Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and Siemens without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and termination of this Agreement.

1.6 Certain terms and conditions contained herein may not apply to the Work to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Work included.

1.7 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Work is provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT. Prior to either party initiating any action against the other party, the issues shall first be referred to each party's senior management. Senior management of each party shall take reasonable steps to resolve the matter at issue. Any permitted action may be taken if the raised issue is not resolved within fourteen (14) days of its initial referral to senior management.

1.8 If, during or within ninety (90) days after the term of this Agreement, Customer engages any Siemens employee who has performed work under this or any other agreement between Customer and Siemens, Customer shall pay Siemens an amount equal to the employee's latest annual salary.

Article 2: License and Intellectual Property

2.1 Any tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the Customer in connection with Work performed by Siemens under this Agreement ("Work Product Deliverables") shall become the Customer's property upon receipt by the Customer and payment of any fees due Siemens under this Agreement. Siemens may retain file copies of such Work Product Deliverables.

2.2 If any know-how, tools and related documentation owned or licensed by Siemens and used by Siemens to install or commission Equipment and Software for operation at the Site, including but not limited to tools for installing any Software, performing diagnostics on Equipment as installed at the Site as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens and used by Siemens to provide the Work ("Instruments") are provided to the Customer under this Agreement, any such Instruments shall remain Siemens property, including the intellectual property conceived or developed by Siemens in the Instruments.

2.3 In addition, all intellectual property: (i) that has been conceived or developed by an employee or subcontractor of Siemens before Siemens performs any Work under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of Siemens performing the Work under this Agreement; or, (iii) if developed while performing the Work under this Agreement, where the development of intellectual property for the benefit of the Customer is not expressly identified as an item of Work to be provided to the Customer or where such Work comprised or corresponded to an update, improvement, configuration, or modification of Equipment or Software made in the ordinary course of business solely to allow such products to interface with any software and/or equipment and/or to operate at a site specified by Customer, (collectively, "Siemens Pre-existing Intellectual Property") that may be included in scope provided to the Customer under this Agreement shall also remain Siemens' property including the Siemens Pre-existing Intellectual Property included in the Work Product Deliverables. Siemens Pre-existing Intellectual Property is also included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens.

2.4 All Work Product Deliverables and any Instruments provided to the Customer are for the Customer's use and only for the purposes disclosed to Siemens. Siemens hereby grants the Customer a royalty-free (once all payments due under this Agreement are paid to Siemens), non-transferable, perpetual, nonexclusive license to use any Siemens Pre-existing Intellectual Property solely as incorporated into the Work and Deliverables

Siemens Industry, Inc.

8 Fernwood Road
Florham Park, NJ 07932
Tel: 973-575-6300

GENERAL TERMS AND CONDITIONS (Solutions)

(including Work Product Deliverables and any Instruments provided to the Customer under this Agreement). Under such license, and following agreement to be bound to confidentiality provisions under this Agreement and/or in accordance with any separate confidentiality agreement that may exist between the parties, Customer shall have a right to: (a) Use, in object code form only, the Software that is owned or licensed by Siemens or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the Customer or delivered as firmware embedded in the Equipment ("*Software Deliverables*"); (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and, (c) Use all such Equipment, Work Product Deliverables, and such Instruments, provided however, the Equipment, Work Product Deliverables, and Instruments shall not be used or relied upon by any third-party, and such use shall be limited to the particular project and location for which the Work is provided.

2.5 The Customer shall not transfer the Equipment, Software, Work Product Deliverables, or Instruments to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without Siemens' prior express written consent.

2.6 Any reuse of Equipment, Software, Work Product Deliverable, or such Instruments for other projects or locations without the written consent of Siemens, or use by any third party will be at the users risk and without liability to Siemens; and, the Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising therefrom.

2.7 In consideration of such license, the Customer agrees not to reverse engineer any Equipment or Software to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software even to the extent such restriction is allowable by law.

2.8 Customer acknowledges that Siemens, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding, Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

2.9 Customer acknowledges that all Facilities Data (as defined in paragraph 3.7) is owned by Siemens and may be used by Siemens in a commingled or other reasonable manner, provided that such use does not identify Customer or the location(s) of the facility or facilities to which Facilities Data pertains.

Article 3: Work by Siemens

3.1 Siemens will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by the parties. The Work performed by Siemens shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances and conditions.

3.2 Siemens shall perform the Work during its normal working hours, Monday through Friday, excluding holidays, unless otherwise agreed herein.

3.3 Siemens is not required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the scope set forth in this Agreement. Any Customer request to change the scope or the nature of the Work must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.4 Siemens shall be responsible for any portion of the Work performed by any subcontractor of Siemens. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Siemens shall not be liable for the failure of Customer's contractors or others to fulfill their responsibilities, and Customer agrees to indemnify, hold harmless and defend Siemens against any claims arising out of such failures.

3.5 Siemens may rely on the accuracy and completeness of the information furnished by the Customer. Siemens does not represent that Siemens has made a detailed examination, audit or arithmetic verification of the documentation submitted by Customer or of other supporting data. Siemens does not represent that it has made exhaustive or continuous on-site inspections.

3.6 To the extent that Work on a Fire and Life Safety ("FLS") system is included, the entire FLS system will be tested and inspected as set forth in the National Fire Protection Association ("NFPA") guidelines 72 2013 edition (or most current edition), Chapter 14, (hereby incorporated by reference), or as otherwise may be required pursuant to the law of the applicable jurisdiction. All testing of any FLS system will be performed at the time and place and in the manner deemed appropriate by Siemens, in accordance with applicable law and the requirements of NFPA and other relevant standards. Customer will be solely responsible for, and hereby indemnifies and holds Siemens harmless from and against, any liability arising from the Customer's specification of any testing schedule other than in accordance with NFPA guidelines or other applicable standards.

3.7 In the event that a data backup or data collection product or service is part of the Work and Siemens is to store the data, Siemens will take reasonable steps to protect the security of all Facilities Data stored offsite. Siemens does not represent or warrant that Facilities Data will not be disseminated, compromised or corrupted by reason of unauthorized actions of third parties. For the purposes of these General Terms and Conditions, "Facilities Data" means electronic data that is collected or generated by Siemens through scheduled back-ups of the databases and/or graphics residing in the workstation(s) and/or field panel(s) that constitute part of Customer's automation control system.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to Siemens, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Work and provide Siemens with information sufficient to contact such person in an emergency. If such representative cannot be

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reached, any request for Work received from a person located at Customer's site will be deemed authorized by Customer, and Siemens will, in its reasonable discretion, act accordingly;

(b) Provide or arrange for reasonable access and make all provisions for Siemens to enter any site where Work is to be performed;

(c) Permit Siemens to control and/or operate all facility controls, systems, apparatus, equipment and machinery necessary to perform the Work;

(d) Furnish Siemens with all available information pertinent to the Work including but not limited to, and within ten (10) days of receipt of a written request, all required reviews and approvals (or other appropriate action) with respect to a reasonable request for information, samples, estimates, schedules, shop drawings, drawings, specifications, purchase orders, contracts, and other items submitted and/or proposed by Siemens;

(e) Obtain and furnish Siemens with all approvals, permits and consents from government authorities and others as may be required for performance of the Work except for those Siemens has expressly agreed in writing to obtain;

(f) Notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions;

(g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Work, except such notices Siemens has expressly agreed in writing to give;

(h) Provide Siemens with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Work;

(i) Furnish to Siemens any contingency plans related to the site; and

(j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power to all Equipment; telephone lines, capacity and connectivity as required by such Equipment; and heat, light, air conditioning and other utilities in accordance with the specifications for the Equipment.

4.2 Unless contrary to applicable law or regulation, Customer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to Siemens and agrees not to disclose it or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Work site. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' Work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, Siemens is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. Siemens is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage Siemens from voluntarily addressing such issues, in the event Siemens does make observations, reports, suggestions or otherwise regarding such issues, Siemens shall not be liable or responsible for same.

4.4 Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to the Work.

4.5 Customer represents and warrants that it will not use workstations or field panels that constitute parts of its automation control for electronic storage of any Personally Identifiable Information. For the purposes of these Terms and Conditions, "Personally Identifiable Information" means any personal information that relates to, describes, or is capable of being associated with, a particular individual. By way of example and not of limitation, Personally Identifiable Information includes an individual's first name or first initial and last name, plus one or more of the following: social security number, health insurance identification number, medical information, insurance policy number, passport number, taxpayer identification number, account number, credit card number or any other financial information.

4.6 SIEMENS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, INJURY OR LOSS ARISING OUT OF DISCLOSURE OR DISSEMINATION OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS STORED IN VIOLATION OF PARAGRAPH 4.5 OF THIS ARTICLE.

4.7 To the extent permitted by law, Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising out of disclosure or dissemination of Personally Identifiable Information that was stored in violation of paragraph 4.5 of this Article.

Article 5: Compensation

5.1 Siemens shall be compensated for the Work at its prevailing rates and reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Work. All other work, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency work performed at Customer's request, if inspection does not reveal any deficiency covered by the Agreement; (b) work performed other than during Siemens' normal working hours; and, (c) work performed on equipment not covered by the Agreement.

5.2 Siemens may invoice Customer on a monthly or other progress billing basis. Invoices are due and payable upon receipt or as otherwise set forth in the Agreement. If any payment is not received when due, Siemens may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Work at any time and without notice and shall be entitled to compensation for the Work previously performed and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, the Customer agrees to pay, on demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law, of each overdue amount (including accelerated balances) under the Agreement. Customer shall reimburse Siemens for Siemens' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the

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event of a dispute by Customer regarding any portion or all of an invoiced amount, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Siemens.

5.3 Except to the extent expressly agreed in writing, Siemens' fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Customer shall pay such amounts or reimburse Siemens for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same.

Article 6: Changes; Delays; Excused Performance

6.1 As the Work is performed, conditions may change or circumstances outside Siemens' reasonable control (such as changes of law) may develop which require Siemens to expend additional costs, effort or time to complete the Work, in which case Siemens shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require the Work to be suspended or terminated, Siemens shall be compensated for the Work performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 Siemens shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, terrorism, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, Siemens shall be excused from performance of the Work and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs Siemens incurs due to such circumstances.

Article 7: Warranty; Disclaimers; Insurance; Allocation of Risk

7.1 (a) Until one year from either the date the Equipment is installed or the date of first beneficial use, whichever first occurs, all Equipment manufactured by Siemens or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

(b) Labor for all Work under this Agreement is warranted to be free from defects for one year after the earlier of the date the Work is substantially completed or the date of first beneficial use.

(c) To the extent that Software is a Deliverable as part of the Work for use in the Equipment or in a computer owned by the Customer, Customer agrees to take delivery of any such Software subject to (i) any applicable Siemens or third party end-user license agreement ("EULA") accompanying such Software, or (ii), if no EULA accompanies such Software, the EULA posted at www.usa.siemens.com/btcpseula (Siemens' EULA web site) for such Software used in or with the Equipment identified by product model or part number on the Siemens EULA web site. Such Software shall be warranted in accordance with its applicable EULA unless an exception is explicitly identified in the Document under this Agreement. For all other Equipment, Siemens hereby assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer or supplier of such Equipment and such Software and will assist Customer in enforcement of such assigned warranties.

7.2 (a) The limited warranties set forth in Section 7.1 will be void as to, and shall not apply to, any Work, Equipment or Software (i) repaired, altered or improperly installed by any person other than Siemens or its authorized representative; (ii) Equipment subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Siemens' or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Work after Customer has, or should have, knowledge of any defect in the Work; or (iv) Equipment not manufactured, fabricated and assembled by Siemens or not bearing Siemens' nameplate. However, Siemens assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment and will assist Customer in enforcement of such assigned warranties.

(b) Any claim under the limited warranty granted above must be made in writing to Siemens within thirty (30) days after discovery of the claimed defect unless discovered directly by Siemens. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. Customer's sole and exclusive remedy for any Work not conforming with this limited warranty is limited to, at Siemens' option, (i) repair or replacement of defective components of covered Equipment, or (ii) reperformance of the defective portion of the Work.

(c) Siemens shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. Siemens' warranty liability shall not exceed the purchase price of such component(s). Repaired or replaced Equipment will be warranted hereunder only for the remaining portion of the original warranty period.

7.3 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST THIRD PARTY INTELLECTUAL PROPERTY ("IP") INFRINGEMENTS (INCLUDING PATENT, COPYRIGHT AND OTHER REGISTERED OR UNREGISTERED THIRD PARTY IP RIGHTS) OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE EQUIPMENT AND DELIVERABLES WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR

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INTENDED. The limited express warranties and representation set forth in this Agreement may only be modified or supplemented in a writing signed by a duly authorized signatory of Siemens.

7.4 Siemens shall maintain the following insurance while performing the Work:

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each accident
Commercial General Liability	\$1,000,000 per occurrence and \$5,000,000 in the aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate

7.5 Risk of loss of materials and Equipment furnished by Siemens shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

7.6 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THIS AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY WORK, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Siemens reserves the right to control the defense and settlement of any claim for which Siemens has an obligation to indemnify hereunder.

7.7 It is understood and agreed by and between the parties that Siemens is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Pricing for the Work is based solely upon the value of the Work provided hereunder, and are unrelated to the value of Customer's property or the property of others on Customer's premises. Accordingly, Siemens' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Work or goods furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to the lesser of \$1,000,000 or the total compensation received by Siemens from Customer under this Agreement; EXCEPT FOR SUCH CLAIMS, LOSSES OR EXPENSES ARISING FROM, OR CAUSED BY, THE FAILURE OF A SIEMENS INSTALLED FLS SYSTEM TO OPERATE PROPERLY. IN SUCH EVENT, CUSTOMER'S SOLE REMEDY FOR A DEFECTIVE NON-CONFORMING FLS SYSTEM PROVIDED HEREUNDER SHALL BE IN ACCORDANCE WITH THE WARRANTY TERMS CONTAINED HEREIN.

7.8 The parties acknowledge that the price which Siemens has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

Article 8: Hazardous Materials Provisions

8.1 The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to Section 8.3, Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's locations where Work is performed. Siemens will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been priced and agreed to by Siemens in reliance on Customer's representations as set forth in this Section 8.1. The presence of Hazardous Materials constitutes a change in the Proposed Solution equivalent to a change order whose terms must be agreed to by Siemens before its obligations hereunder will continue.

8.2 Customer shall be solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 8.1 above, Siemens will continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, Siemens will receive an equitable extension of time to complete its Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall Siemens be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

8.3 Customer warrants that, prior to the execution of the Agreement, it has notified Siemens in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

8.4 For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, Customer shall indemnify, defend and hold Siemens harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under, Sections 8.1, 8.2 or 8.3.

Article 9: Import / Export Indemnity

9.1 Customer acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work or Equipment or services provided under the Contract, including any export license requirements. Customer agrees that such Work or Equipment or Software shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such

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applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 10: Small Business Concern

SIEMENS shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

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