



# County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## STANDARD AGREEMENT

This AGREEMENT, made as of the 9TH DAY OF JUNE, 2016

by and between SIEMENS INDUSTRY, INC. – BUILDING TECHNOLOGIES DIVISION,  
85 NORTHPOINTE PARKWAY, SUITE 8, AMHERST, NY 14228

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on MAY 12, 2016 at 11:00 AM

for: SYSTEM MAINTENANCE - LIBRARIES

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of \$61,200.00,

was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. 216049-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

\_\_\_\_\_ Paid monthly upon presentation of invoices.

\_\_\_\_\_ XXX \_\_\_\_\_ Upon delivery, completion and approval of the work, as per specifications.

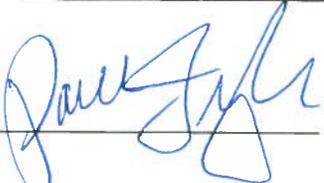
Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

CONTRACTOR: SIEMENS INDUSTRY, INC. -  
BUILDING TECHNOLOGIES DIVISION

by \_\_\_\_\_  
Director of Purchase

by  \_\_\_\_\_

Date \_\_\_\_\_

Title AREA MANAGER

Date 6/13/16

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant County Attorney  
County of Erie, New York

Date \_\_\_\_\_



**COUNTY OF ERIE**  
**MARK C. POLONCARZ**  
**COUNTY EXECUTIVE**  
**DIVISION OF PURCHASE**  
**INVITATION TO BID**

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie  
 Division of Purchase  
 Attention: James D. Kucewicz, Buyer (716) 858-6336  
 95 Franklin Street, Room 1254  
 Buffalo, New York 14202-3967

**NOTE:** Lower left hand corner of envelope **MUST** indicate the following:

BID NUMBER: 216049-002

OPENING DATE: MAY 12, 2016 TIME: 11:00 AM

FOR: SYSTEM MAINTENANCE – LIBRARIES

NAME OF BIDDER: Siemens Industry Inc. - Building Technologies Division

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- X   EXHIBIT "A" - Assignment of Public Contracts
- X   EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid)
- N/A   EXHIBIT "E" - Bid Bond (Informal Bid)
- X   EXHIBIT "EP" - Equal Pay Certification
- X   EXHIBIT "F" - Standard Agreement
- X   EXHIBIT "G" - Non-Collusive Bidding Certification
- X   EXHIBIT "H" - MBE/ WBE Commitment
- X   EXHIBIT "IC" - Insurance CLASSIFICATION "A"
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "Q" - Confined Space Program Certification
- X   EXHIBIT "PW" - NYS Prevailing Wage

(Rev. 1/00)

**County of Erie**  
 DIVISION OF PURCHASE  
**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**NOTICE**

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

**BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:**

Affirmed under penalty of perjury this 10<sup>th</sup> day of May, 2016

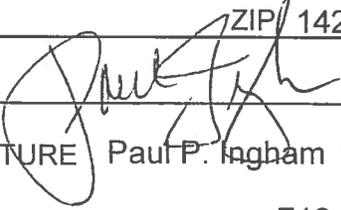
TERMS Net 30 DELIVERY DATE AT DESTINATION Erie County

FIRM NAME Siemens Industry, Inc.- Building Technologies Division

ADDRESS 85 Northpointe Parkway Suite 8

Amherst, NY

ZIP/ 14228

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE Paul P. Ingham

TITLE Area Manager TELEPHONE NO. 716-568-0983

(Rev. 1/2000)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395



PRICING PAGE

Cost May 1, 2016 – April 30, 2017 \$ 20,000.<sup>00</sup>

Cost May 1, 2017 – April 30, 2018 \$ 20,400.<sup>00</sup>

Cost May 1, 2018 – April 30, 2019 \$ 20,800.<sup>00</sup>

TOTAL BASE CONTRACT COST\* \$ 61,200.<sup>00</sup>

\*to include 96 hours per year on site (scheduling of hours to be agreed upon with owner), software upgrades, 24/7 tech support (telephone/online).

LIST PRICE

Parts and Materials: cost + LESS 60 %  
or contract (Federal, State) price, whichever is lower.

Additional Labor: Mon-Fri, 8am-5pm \$ 141.<sup>00</sup> /hour on site

Other than Mon-Fri, 8am-5pm \$ 180.<sup>00</sup> /hour on site

All information is needed for bid to be complete.  
Bid will be awarded, however, based on "Total Base Contract Cost".

# Buffalo and Erie County Public Library

## Building Management System

### Qualification of Bidders

The contractor shall provide factory trained Technicians to perform service, maintenance and repairs to the Building Management System at Buffalo and Erie County Libraries. Documentation of factory training for these Technicians; for programming, system troubleshooting, system modifications and repairs to the Building Management Systems, shall be provided.

The contractor shall be familiar with and have access to the latest revisions of software and firmware for the Building Management Systems. The contractor shall maintain stock of new and replacement parts in their office or service vehicles.

The contractor shall have been in business as a qualified service organization for a minimum of 5 years.

The contractor shall provide continuous (24/7) telephone Tech Support at no additional charge. This shall be a local or toll free phone call.

### Reports

The Owner will be provided with a report detailing the time, dates, and cause of each critical alarm failure, as well as a listing of the time, date, and result of each time that the system tested. On a monthly basis, the Contractor shall provide the Owner with a report as described above for the previous month's services.

### Software Support and Updates

The Contractor will provide software and documentation updates to the existing Siemens APOGEE software as needed. **The most current update will be installed at the end of the contract period.** Included is onsite training to familiarize the Facility with the new features and their associated benefits.

### Repair and Replacement

The contractor shall provide 96 hours per year (on site) to maintain the Building Management Systems in operable condition. The intent is to ensure that the entire Building Management Systems is maintained in operating condition. The Contractor will be responsible for all repairs to the workstation PC, Building Management System field panels and controllers and all end devices such as damper motors, valves and sensors. The contractor shall furnish and provide tools necessary to make repairs and software if needed. All PARTS will be supplied at COST +(bid) % or contract (State or Federal) price whichever is lower. Documentation of parts cost must be provided. Any additional labor cost will be billed at the contract rate. The Owner will be notified of needed additional work before commencing with such work.

### Data Protection & Data Recovery Services

The contractor will perform database back-ups of the workstation database & graphics and / or field panel databases and provide safe storage of this information. Should a catastrophic event occur, the Contractor will respond onsite or online to reload the databases and system files from the stored backup copy, to restore operation.

### Control Loop Tuning

The Contractor will ensure control loops for devices such as valves, dampers, actuators, etc.; experience minimized overshooting and oscillatory behavior. The control loops will be included as part of this service.

## **Preventive Maintenance**

The Contractor will provide preventive maintenance as needed to be determined and agreed upon by experience, equipment application and location. Automation controls will be calibration as needed. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

## **Quality Assurance**

The Contractor shall meet with the staff of the Buffalo and Erie County Library to discuss performance and satisfaction with the quality of service that is being provided. We will discuss the performance of the Building Management Systems and facility operations and recommendations for improvements.

## **Equipment List**

The Building Management System, under this contract for preventative maintenance and repairs, includes the following list of equipment. Any expansion of the system will be added to the list of maintained and inspected equipment. It will be warranted for the remainder of the contract period or one year, whichever is longer. Longer warranty periods may be offered and agreed upon in writing, before performing the work.

### **List of Maintained & Inspected Equipment**

<b>Qty</b>	<b>Equipment</b>	<b>Manufacturer</b>	<b>Location</b>	<b>Serves</b>
1	Apogee Insight Software Version 3.11	Siemens	Engineer's Office	DDC Network
16	MECs	Siemens	E.C. Libraries	Steam Boilers, Cooling Tower, Zone Radiation System, Chilled Water System, Sprinkler Control, Snow melt control, Air Handling Units, VAV system, Dual Duct system
24	MEC Point Block/Exp Mod	Siemens	E.C. Libraries	
89	TEC – Electronic Outputs	Siemens	E.C. Libraries	
20	Variable Frequency Drives	ABB	AHU's	AHU's
Lot	End Devices (sensors, pressure switches, T-stats, relays, damper motors, valves)	Siemens, Setra	E.C. Libraries	E.C. Libraries

**County of Erie**  
**DIVISION OF PURCHASE**  
**INSTRUCTIONS TO BIDDERS (FORMAL)**

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:  
  
IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

# County of Erie

## DIVISION OF PURCHASE

14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. ANY CASH DISCOUNT which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

20. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

# County of Erie

## DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT:

a. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev. 04/09)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

# County of Erie

DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME Siemens Industry, Inc. - Building Technologies Division

ADDRESS OF PRINCIPAL OFFICE STREET 85 Northpointe Parkway Ste 8

CITY Amherst

AREA CODE 716 PHONE 568-0983 STATE NY ZIP 14228

Check one: CORPORATION  PARTNERSHIP  INDIVIDUAL

INCORPORATED UNDER THE LAWS OF THE STATE OF Delaware

If foreign corporation, state if authorized to do business in the State of New York:

YES  NO

TRADE NAMES: N/A

ADDRESS OF LOCAL OFFICE STREET 85 Northpointe Parkway Ste 8

CITY Amherst

AREA CODE 716 PHONE 568-0983 STATE NY ZIP 14228

NAMES AND ADDRESSES OF PARTNERS:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**State of New York**  
**Department of State** } ss:

I hereby certify, that SIEMENS BUILDING TECHNOLOGIES, INC., a DELAWARE corporation, filed an Application for Authority to do business in the State of New York on 10/09/1998. I further certify that so far as shown by the records of this Department, such corporation is still authorized to do business in the State of New York.

A certificate changing name to SIEMENS INDUSTRY, INC. was filed on 10/07/2009.



\*\*\*

*WITNESS my hand and the official seal  
of the Department of State at the City of  
Albany, this 13th day of May two  
thousand and fourteen.*

*Anthony Scardino*

*Executive Deputy Secretary of State*

***STATE OF NEW YORK***  
***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of  
the Department of State, at the City of  
Albany, on October 7, 2009.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro  
First Deputy Secretary of State

CT-07

CERTIFICATE OF AMENDMENT OF  
APPLICATION FOR AUTHORITY  
OF

Siemens Building Technologies, Inc.  
UNDER SECTION 1309 OF THE BUSINESS CORPORATION LAW

1. The name of the corporation as it appears on the index of names of existing domestic and authorized foreign corporations of any type or kind in the Department of State, Division of Corporations, is Siemens Building Technologies, Inc.

The fictitious name the corporation has agreed to use in New York pursuant to paragraph (d) of section 1301 of the Business Corporation Law is \_\_\_\_\_

2. It is incorporated under the laws of Delaware

3. The date it was authorized to do business in New York was 10/9/1998

4. The Application for Authority is amended:

(a) To change the name of the corporation from Siemens Building Technologies, Inc. to Siemens Industry, Inc.; said change having been effected under the laws of the jurisdiction of its incorporation on 10/1/2009

The fictitious name which the corporation agrees to use in New York is \_\_\_\_\_

(b) To change the purposes which the corporation proposes to do in New York to read as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The corporation is authorized to do in the jurisdiction of its incorporation the business which it proposes to do in New York.

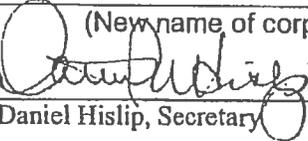
(c) To change the location of the corporation's office in New York from \_\_\_\_\_ County to \_\_\_\_\_ County.

(d) To change its jurisdiction of incorporation to \_\_\_\_\_, as permitted by \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, said change having been effected on \_\_\_\_\_. Annexed to this Certificate is the certificate from the corporation's new jurisdiction of incorporation as required by paragraph (b) of section 1309 of the Business Corporation Law of New York.

Siemens Industry, Inc.

\_\_\_\_\_  
(New name of corporation)

By

  
\_\_\_\_\_  
Daniel Hislip, Secretary

CT-07

091007000 287

CERTIFICATE OF AMENDMENT  
 OF THE  
 APPLICATION OF AUTHORITY  
 OF  
 SIEMENS BUILDING TECHNOLOGIES, INC.

2009 OCT -7 AM 11:08  
 FILED

UNDER SECTION 1309 OF THE BUSINESS CORPORATION LAW

lec

STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED OCT 07 2009

TAXS \_\_\_\_\_  
 BY: [Signature]  
 ONONDAGA

Filed by: Siemens Corporation  
 170 Wood Avenue South  
 Iselin, NJ 08830

NY102 - 03/11/02 CT System Online

2009 OCT -6 PM 4:06

RECEIVED

1054 ref: 7670705LT

DRAWDOWN

# 1 of 2

300

FILING RECEIPT

=====

ENTITY NAME: SIEMENS INDUSTRY, INC.

DOCUMENT TYPE: AMENDMENT (FOR. BUS)  
NAME

COUNTY: ONON

=====

FILED:10/07/2009 DURATION:\*\*\*\*\* CASH#:091007000300 FILM #:091007000287

FILER:

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SIEMENS CORPORATION  
170 WOOD AVENUE SOUTH

ISELIN, NJ 08830

ADDRESS FOR PROCESS:  
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REGISTERED AGENT:  
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SERVICE COMPANY: CT CORPORATION SYSTEM - 07

SERVICE CODE: 07

FEE	120.00
-----	
FILING	60.00
TAX	0.00
CERT	0.00
COPIES	10.00
HANDLING	50.00

PAYMENTS	120.00
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CASH	0.00
CHECK	0.00
CHARGE	0.00
DRAWDOWN	120.00
OPAL	0.00
REFUND	0.00

7670705LT

=====

DOS-1025 (04/2007)

***STATE OF NEW YORK***  
***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on October 7, 2009.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro  
First Deputy Secretary of State

CT-07

091007000 297

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER, WHICH MERGES:

"SIEMENS ENERGY & AUTOMATION, INC.", A DELAWARE CORPORATION, WITH AND INTO "SIEMENS BUILDING TECHNOLOGIES, INC." UNDER THE NAME OF "SIEMENS INDUSTRY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF SEPTEMBER, A.D. 2009, AT 6:07 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF OCTOBER, A.D. 2009, AT 12:05 O'CLOCK A.M.

0786939 8330

090908477



You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7564857

DATE: 10-05-09

CT 07

091007000297

CERTIFICATE OF TERMINATION OF EXISTENCE  
 OF  
 SIEMENS ENERGY & AUTOMATION, INC.

2009 OCT - 7 AM 11:08

FILED

UNDER SECTION 1311 OF THE BUSINESS CORPORATION LAW

Filed by: Siemens Corporation  
 170 Wood Avenue South  
 Iselin, NJ 08830

ICC  
 STATE OF NEW YORK  
 DEPARTMENT OF STATE  
 FILED OCT 07 2009

TAXS \_\_\_\_\_  
 BY: SMC  
 ERE

NY102 - 03/11/02 CT System Online

2009 OCT - 6 PM 4:06

RECEIVED

last ref. 7670705 CT

ORANGE

# 2 of 2

309

FILING RECEIPT

=====

ENTITY NAME: SIEMENS ENERGY & AUTOMATION, INC.

DOCUMENT TYPE: TERMINATION (FOR. BUSINESS)

COUNTY: ERIE

=====

FILED:10/07/2009 DURATION:\*\*\*\*\* CASH#:091007000309 FILM #:091007000297

FILER:

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SIEMENS CORPORATION  
170 WOOD AVENUE SOUTH

ISELIN, NJ 08830

ADDRESS FOR PROCESS:

REGISTERED AGENT:



=====

SERVICE COMPANY: CT CORPORATION SYSTEM - 07

SERVICE CODE: 07

FEEs	120.00
-----	
FILING	60.00
TAX	0.00
CERT	0.00
COPIES	10.00
HANDLING	50.00

PAYMENTS	120.00
-----	
CASH	0.00
CHECK	0.00
CHARGE	0.00
DRAWDOWN	120.00
OPAL	0.00
REFUND	0.00

## BT Delegation of Signature Authority Form

Status: Published

Version: 1.2

Date: 1 October, 2014

**Author(s):**

George Burck

Version	Date	Author	Description of Change
1.0	10/03/2011	George Burck	Initial version
1.1	03/04/2014	George Burck	Annual review
1.2	10/01/2014	George Burck	Added sections for "Valid Until Date", "Transaction Value" and "Type of Document".

Restricted

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**DELEGATION OF SIGNATURE AUTHORITY FORM  
SIEMENS INDUSTRY, INC.  
BUILDING TECHNOLOGIES DIVISION**

I, **Thomas D. Foley, Zone Manager**, on behalf of **Siemens Industry, Inc. (SII)**, for its **Building Technologies Division**, by virtue of the authority vested in me as **Zone Manager** to sign or countersign and otherwise execute in the name, or on behalf of the SII Building Technologies Division, the documents listed below for and on behalf of the SII Building Technologies Division, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on my behalf.

**Name(s):** Paul P. Ingham  
*(Name of person designated)*

**Valid Until:** Fixed Delegation  
*Enter the date the delegation ends  
For Fixed Delegations - enter "Fixed Delegation"*

**Transactional Limit:** \$3,000,000  
*Enter dollar amount of transaction limit.  
Cannot exceed the transaction limit assigned to person making the delegation)*

**Type of document (indicate with an "x" all documents covered under this delegation):**

**Project bids / proposals:**   X  

**Customer contracts / agreements:**   X  

**Project Certificates / affidavits:**   X  

**Releasaes and Waiver of Liens:**   X  

**License Qualifications:**   X  

**Registration filings:**   X  

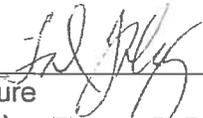
**Guarantees:**   X  

**Leases:**   X  

**Other (state the document):** \_\_\_\_\_

I further designate and acknowledge that the signature of the person delegated above, is binding upon the SII Building Technologies Division in the above identified circumstances and shall have the same force and effect as would my signature.

Dated: November 13, 2014

  
\_\_\_\_\_  
Signature  
(Name) Thomas D. Foley  
(Title) Zone Manager

*The person making the delegation is responsible for retaining a copy of the document delegating their authority for future reference. In addition, it is the responsibility of the FBA within that area of responsibility to maintain records of the "Fixed or Temporary Delegations to a Deputy" within their organization. For example, the Business Unit/Business Line/Location FBA is responsible for documenting the delegations assigned within their Business Unit/Business Line/Location. The Business Unit/Business Line/Location/HQ FBA's are responsible for maintaining records for fixed delegations within their organizations and filing the original with the Legal Department.*

*Signature authority cannot be delegated to a non-employee of Siemens. Delegations are automatically void when the employee leaves the organizational unit concerned or changes to a different field of responsibility from the one for which the authorization was granted. In such a case, the employee's disciplinary superior is responsible for the prompt deletion of authorizations. If a delegation is wilfully misused, it must be immediately withdrawn.*

**ACKNOWLEDGEMENT OF  
APPOINTED SIGNATURE AUTHORITY FROM  
PRESIDENT DAVID HOPPING  
AND VICE PRESIDENT FINANCE & BUSINESS ADMINISTRATION ANTON DUVALL**

**SIEMENS INDUSTRY, INC. – BUILDING TECHNOLOGIES DIVISION**

---

- A. We, the undersigned, David Hopping, President, and Anton Duvall, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Director's of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$5,000,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Field Sales and Operations</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Dave Mangano, Sr. Vice President Field Operations	Peter Kamps, Vice President, Division Finance and Business Administration

- B. We, the undersigned, David Hopping, President, and Anton Duvall, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Director's of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$5,000,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Business Unit Leaders</u>	
<u>Control Product and Systems (CPS)</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
John Karczmarczyk, Vice President BU, Control Products and Systems (CPS)	Nico Von Delius, Sr. Director BU, Finance and Business Administration

C. We, the undersigned, David Hopping, President, and Anton Duvall, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Director's of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$1,000,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Business Lines</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Dana Soukup, Vice President SSP, Enterprise	David Galla, Vice President Finance and Business Administration, SSP Enterprise
Brad Haerberle, Vice President SSP, System House	David Galla, Vice President Finance and Business Administration, SSP Enterprise

D. We, the undersigned, David Hopping, President, and Anton Duvall, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Director's of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$100,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Sales Excellence</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Rich Cillessen, Sr. Director Sales Excellence	Don Macherey, Manager Finance and Business Administration Sales Excellence

E. We, the undersigned, David Hopping, President, and Anton Duvall, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Director's of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection

therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$3,000,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Field</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Mark Evans, El Dorado Zone Manager	Dirk Rauber, El Dorado Zone Finance and Business Administration
Andrew Krynen, Mountain Pacific Zone Manager	Ahmed Hernandez, Mountain Pacific Zone Finance and Business Administration
Paul Hayes, Gateway Zone Manager	Kai Hagen, Gateway Zone Finance and Business Administration
Gary Grashoff, The Big South Zone Manager	Mark Houghteling, The Big South Zone Finance and Business Administration
David Seraikas, South Atlantic Zone Manager	Kerin Payne, South Atlantic Zone Finance and Business Administration
Dan Crowley, Appalachian Zone Manager	Thomas Barlow, Appalachian Zone Finance and Business Administration
Joe Peters, Liberty Zone Manager	Jim Gerlach, Liberty Zone Finance and Business Administration
Tony Riccella, Great Central Zone Manager	Carol Young, Great Central Zone Finance and Business Administration
Tom Foley, Northeast Zone Manager	Steve Lillis, Northeast Zone Finance and Business Administration

F. We, the undersigned, David Hopping, President, and Anton Duvall, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Director's of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$300,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

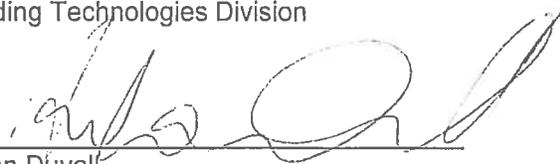
<u>AUTHORIZED SIGNATORIES</u>	
<u>SEM/RCS/Enterprise</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Marcus Boerkei, Sr. Director Business Line	Vic Piercy, Finance Director, Finance and Business Administration
Mike Kearney, Sr. Director Enterprise	Vic Piercy, Finance Director, Finance and Business Administration

- G. We further acknowledge that each of the signatures of the persons referred to in paragraph A, B, C, D, E and F are binding upon the Corporation.
- H. We further acknowledge that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and from Finance/Central Support Functions, whom shall have the requisite signature authority to be legally binding upon the Corporation.
- I. We further acknowledge that each of the persons referred to herein is authorized to delegate such person's authority hereunder to additional members of his or her management team up to the limit of such person's delegation of authority, provided that such delegation is in written form signed by the delegator and filed with the Legal Department.
- J. We further acknowledge that the Secretary or an Assistant Secretary of the Corporation is authorized to issue certifications attesting to the incumbency, authority and status of any of the persons referred to in this resolution.

**IN WITNESS WHEREOF**, we have hereunto subscribed our names and affixed the corporate seal of the said Corporation, as of the 1st day of April, 2016



David Hopping  
President  
Siemens Industry, Inc.  
Building Technologies Division



Anton Duvall  
Vice President, Finance and Business Administration  
Siemens Industry, Inc.  
Building Technologies Division





# County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## ASSIGNMENT OF PUBLIC CONTRACTS

### GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)



**COUNTY OF ERIE**  
**MARK C. POLONCARZ**  
**COUNTY EXECUTIVE**  
**DIVISION OF PURCHASE**

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.
2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.
3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

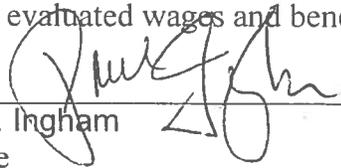
AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001  
AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001  
ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004  
ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004  
ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004  
AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226  
AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221  
AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221  
ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006  
AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052  
BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219  
BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892  
BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127  
BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025  
BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027  
BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202  
BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202  
BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378  
CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225  
CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386  
CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295  
CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227  
CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083  
CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031  
CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225  
CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Mapleview Dr., Cheektowaga, NY 14225

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033  
COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035  
CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187  
DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043  
DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043  
EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052  
EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057  
EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233  
ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223  
ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059  
ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227  
EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006  
FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061  
FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227  
GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070  
GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072  
GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072  
HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075  
HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075  
HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080  
HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080  
HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075  
IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059  
KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223  
KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223  
KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217  
LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218  
LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085  
LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086  
LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086  
MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102  
NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001  
NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205  
NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111  
NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111  
ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127  
ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127  
ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127  
SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134  
SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150  
SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212  
SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226  
SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227  
SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139  
SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140  
SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141  
SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228  
TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150  
TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150  
TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815  
TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217  
U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225  
UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223  
WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211  
WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169  
WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098  
WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224  
WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224  
WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224  
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051  
WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557  
WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569

**Erie County Equal Pay Certification**

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together " Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

  
\_\_\_\_\_  
Paul P. Ingham  
Signature

**Verification**

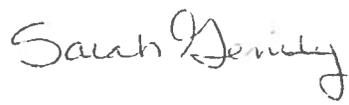
STATE OF New York )

COUNTY OF Erie ) SS:

A)  
  
\_\_\_\_\_, being duly sworn, states he or she is the owner of (or a partner in) \_\_\_\_\_, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)  
  
Paul P. Ingham, being duly sworn, states that he or she is the Name of ~~XXXXXX~~ Area Manager, of Siemens Industry, Inc., Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this 10th  
Day of May, 2016



SARAH GERRITY  
No. 01GE4793530  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Oct. 31, 2017

BID WILL NOT BE CONSIDERED IF THIS FORM IS NOT SUBMITTED WITH BID AS REQUIRED, REGARDLESS OF THE BID AMOUNT.

BID NO.: 216049-002  
BID DATE: 5-12-16

### ERIE COUNTY MINORITY/ WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT - PART A

COMPANY: Siemens Industry Inc.- Building Technologies Division  
AUTHORIZED REPRESENTATIVE: Paul P. Ingham Area Manager  
ADDRESS: 85 Northpointe Parkway Ste 8 Amherst, NY 14228  
TELEPHONE NUMBER: (716) 568-0983  
BID NAME: System Maintenance - Libraries

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) to bid on subcontracts for this project.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

II. List all bona fide Minority/Women Business Enterprise subcontractors and suppliers solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie. (Attach additional sheets if necessary.)

MBEWBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
--------------------	----------------	--------------------	---------------------	-------------------	--------------------------------

Name: _____	YES _____
Address: _____	NO _____
_____	
Telephone No. _____	
IRS # _____	

Name: _____	YES _____
Address: _____	NO _____
_____	
Telephone No. _____	
IRS # _____	

MBE/WBE OWNED FIRMS

SUPPLY/SERVICE

AMOUNT OF

PRIOR

CONTRACT

REASON IF

PROPOSAL

CERTIFICATION

EXECUTED

CONTRACT NOT AWARDED

Name: \_\_\_\_\_

YES \_\_\_\_\_

Address: \_\_\_\_\_

NO \_\_\_\_\_

Telephone No. \_\_\_\_\_

IRS # \_\_\_\_\_

Name \_\_\_\_\_

YES \_\_\_\_\_

Address: \_\_\_\_\_

NO \_\_\_\_\_

Telephone No. \_\_\_\_\_

IRS # \_\_\_\_\_

Name: \_\_\_\_\_

YES \_\_\_\_\_

Address: \_\_\_\_\_

NO \_\_\_\_\_

Telephone No. \_\_\_\_\_

IRS # \_\_\_\_\_

III. Total Dollar Amount to be subcontracted to  
Minority Business Enterprise(s).  
Women Business Enterprise(s).

\$  
\$

IV. Total Amount of Bid

\$

V. MBE Percent (%) of project bid  
WBE Percent (%) of project bid

%  
%

VI. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE  
AND DOCUMENTS, INCLUDING RETURN RECEIPTS.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

Paul P. Ingham, Area Manager

5/11/10

MBE/WBE UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs

(To be completed by the prime vendor and submitted to the Erie County Division of E.E.O. when contract is complete)

Erie County reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

VENDOR: \_\_\_\_\_ BID NO. \_\_\_\_\_

MBE	TOTAL AMOUNT EXPENDED
-----	-----------------------

WBE	TOTAL AMOUNT EXPENDED
-----	-----------------------

TOTAL OF ALL MBE SUBCONTRACTS \$ \_\_\_\_\_

TOTAL OF ALL WOMEN SUBCONTRACTS \$ \_\_\_\_\_

AMOUNT OF CONTRACT (PRIME) \$ \_\_\_\_\_

FINAL MBE PERCENTAGE \$ \_\_\_\_\_

FINAL WBE PERCENTAGE \$ \_\_\_\_\_

I \_\_\_\_\_, as an official representative of \_\_\_\_\_, do hereby certify that the information listed above is correct and complete.

SIGNATURE

TITLE

DATE

MAIL TO: Erie County Division of E.E.O.  
95 Franklin Street  
6<sup>th</sup> Floor  
Buffalo, NY 14202

**WAIVER RECOMMENDATION**

COMPANY: Siemens Industry, Inc. - Building Technologies Division

ADDRESS: 85 Northpointe Parkway Ste 8 , Amherst, NY 14228

TELEPHONE NUMBER: ( 716 ) 568-0983 BID NO.: 216049-002

1. Vendor has made a good faith effort to subcontract on this bid for which minority/women's business enterprises bids could be solicited; and
2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBEs and/or 2% WBEs.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no/insufficient (circle the appropriate term) minority/women's business enterprises in the market area of this bid.

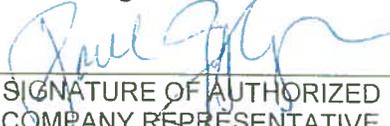
There are no sub-contracted services as part of this agreement. All labor is performed by Siemens factory trained technicians from our local office and Siemens materials are manufactured by

- |   |           |
|---|-----------|
| 1. <u>Siemens in Buffalo Grove, IL.</u> | 6. _____  |
| 2. _____                                | 7. _____  |
| 3. _____                                | 8. _____  |
| 4. _____                                | 9. _____  |
| 5. _____                                | 10. _____ |

(Use additional sheets if necessary.)

If a partial waiver is granted, the Vendor will make a good faith effort to meet the reduced goal.

5/11/16 DATE

 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE Paul P Ingham, Area Manager

Granted in Whole: \_\_\_\_\_

Granted in Part: \_\_\_\_\_

Comments: \_\_\_\_\_

DIRECTOR OF E.E.O.

DATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC 445 SOUTH STREET MORRISTOWN, NJ 07960-6454		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C No, Ext): <b>E-MAIL</b> <b>ADDRESS:</b>		<b>FAX</b> (A/C, No):	
100129-6-7BA-SBT1-15/16	552	MACAL	NOC60	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> SIEMENS INDUSTRY, INC BUILDING TECHNOLOGIES 1000 DEERFIELD PARKWAY BUFFALO GROVE IL 60089				INSURER A:	HDI-Genling America Insurance Company
				INSURER B:	The Travelers Indemnity Company
				INSURER C:	Travelers Property Casualty Co of America
				INSURER D:	
				INSURER E:	
				INSURER F:	

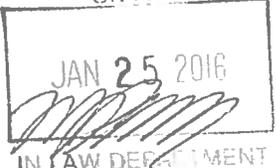
**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-008390006-01                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY		GLD1110107	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCL
	CLAIMS MADE X OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER					
X	POLICY PROJECT LOC					
	OTHER					
C	AUTOMOBILE LIABILITY		TC2ICAP7440L34A15	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
X	ANY AUTO					
X	ALL OWNED AUTOS	SCHEDULED AUTOS				
X	HIRED AUTOS	X NON-OWNED AUTOS				
A X	UMBRELLA LIAB X OCCUR		CUD1110207	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	EXCESS LIAB CLAIMS-MADE					
	DED RETENTION S					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		TC2JUB7440L27115 (AOS)	10/01/2015	10/01/2016	X PER STATUTE OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	Y/N	TRKUB7440L28315 (AZ, MA OR & WI)	10/01/2015	10/01/2016	E L EACH ACCIDENT \$ 1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	TWXJUB7440L33815 (OH & WA)	10/01/2015	10/01/2016	E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE PROJECT NAME FIRE ALARM SYSTEM MAINTENANCE - FAMILY COURT BUILDING  
  
SEE ATTACHED

<b>CERTIFICATE HOLDER</b>  COUNTY OF ERIE 95 FRANKLIN STREET BUFFALO NY 14202	<b>ORIGINAL DOCUMENT ON FILE</b>  	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  Manashi Mukherjee <i>Manashi Mukherjee</i>

AGENCY CUSTOMER ID: 100129

LOC #: Morristown



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC		NAMED INSURED SIEMENS INDUSTRY, INC. BUILDING TECHNOLOGIES 1000 DEERFIELD PARKWAY BUFFALO GROVE IL 60089	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE PROJECT NAME FIRE ALARM SYSTEM MAINTENANCE - FAMILY COURT BUILDING

COUNTY OF ERIE AND ANY BOARD BUREAU COMMISSION OR AGENCY THEREOF ARE INCLUDED AS ADDITIONAL INSURED UNDER THE ABOVE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES AND THE COVERAGE AFFORDED THE ADDITIONAL INSURED UNDER THESE POLICIES SHALL BE PRIMARY AND NON-CONTRIBUTORY INSURANCE TO THE EXTENT THAT A CLAIM ARISES FROM THE NEGLIGENCE OF SIEMENS INDUSTRY INC OR ITS SUBCONTRACTORS WITH RESPECT TO ALL OPERATIONS OF THE INSURED BUT ONLY WITH RESPECT TO ALL WORK PERFORMED BY AND ON BEHALF OF THE NAMED INSURED, SIEMENS INDUSTRY INC FOR CERTIFICATE HOLDER UNDER CONTRACT

THE OWNER AND CONTRACTOR WAIVE ALL RIGHTS AGAINST EACH OTHER AND ANY OTHER CONTRACTOR SUBCONTRACTORS SUB-SUBCONTRACTORS AGENTS AND EMPLOYEES FOR DAMAGES OR INJURIES CAUSED BY PERILS TO THE EXTENT COVERED BY INSURANCE EXCEPT SUCH RIGHTS AS THEY MAY HAVE TO PROCEEDS OF SUCH INSURANCE HELD BY THE OWNER AS A FIDUCIARY

EXCESS UMBRELLA LIABILITY FOLLOWS FORM

COMPLETED OPERATIONS COVERAGE IS INCLUDED IN THE GENERAL LIABILITY POLICY

IF THESE POLICIES ARE CANCELLED FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM THE INSURER WILL DELIVER NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER UP TO 60 DAYS PRIOR TO THE CANCELLATION OR AS REQUIRED BY WRITTEN CONTRACT, WHICHEVER IS LESS

# HDI-GERLING AMERICA INSURANCE COMPANY

MANUSCRIPT ENDORSEMENT # 34

Policy Number  
GLD11101-07

Named Insured  
SIEMENS CORPORATION

Policy Period:	Inception (M-D-Y)	Expiration (M-D-Y)	Effective Date and Time of Endorsement
	10-01-2015	10-01-2016	10-01-2015 12:01 a.m. Standard Time at Address of the Insured.

*This Endorsement Changes The Policy. Please Read It Carefully.*

## BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

### Commercial General Liability Coverage Form

Who is an insured is amended to include as an insured any person whom you are required to add as an additional insured on this policy under a written agreement. The insurance coverage provided to such additional insured applies only to the extent required within the written agreement.

The insurance coverage provided to the additional insured person shall not provide any broader coverage than you are required to provide to the additional insured person in the written agreement and shall not provide limits of insurance that exceed the lower of the Limits of Insurance provided to you in this policy, or the limits of insurance you are required to provide in the written agreement.

The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent, or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the written agreement specifically requires that this insurance apply on a primary basis, this insurance is primary. If the written agreement specifically requires this insurance apply on a primary and non-contributory basis this insurance is primary to other insurance available to the additional insured and we will not share with that other insurance.

This endorsement shall prevail over additional insured endorsements that may apply under this policy unless required otherwise in the written agreement.

  
Authorized Representative

All terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.**

POLICY NUMBER: TC2J-CAP-7440L34A-TIL-15

COMMERCIAL AUTO  
ISSUE DATE: 09-09-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHOM YOU HAVE  
AGREED TO ADD AS ADDITIONAL INSURED, BUT  
ONLY TO COVERAGE AND MINIMUM LIMITS  
REQUIRED IN A WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



**Workers' Compensation Board**

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name &amp; Address of Insured (use street address only)          SIEMENS INDUSTRY, INC.          85 NORTHPOINTE PARKWAY, SUITE 8          AMHERST, NY 14217</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured          732-321-3860</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured          45-12205-1</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number          13-2762488</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>COUNTY OF <u>ERIE</u>          95 FRANKLIN ST. ROOM 1634          BUFFALO, NY 14202</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p style="text-align: center;">JAN 25 2016</p> <p style="text-align: center;">IN LAW DEPARTMENT</p> </div>	<p>3a. Name of Insurance Carrier          The Charter Oak Fire Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a"          TC2JUB-7440L27-1-15</p> <p>3c. Policy effective period  <u>10/01/2015</u> to <u>10/01/2016</u></p> <p>3d. The Proprietor, Partners or Executive Officers are  <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?  YES  NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: Megan Hidalgo  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  1/18/16  
(Signature) (Date)

Title: Field Support Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 214-570-6532

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

## Workers' Compensation Law

### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.