



# Blackhawk School District

## Field Trip Request

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*Please forward a hard copy of this document to your building principal.*

Name of Lead Sponsoring Teacher: Zaccari Date request submitted: 11/13/2018

Date(s) of Field Trip: 12/17/2018 Title of Field Trip: Jazz to perform in Pittsburgh

Names of other Teachers in attendance: \_\_\_\_\_

Group or class: Jazz Ensemble School: HS Duration of Trip: 5 hours

Location of Trip: Market Square in Pittsburgh Number of Students involved: 15

Substitute required:  YES  NO Number of days of substitute time: \_\_\_\_\_ (Sub rate \$126 per day)

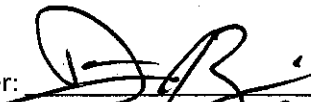
Bus costs: 1 Private cars (whose): \_\_\_\_\_

Financial support promised from other agencies (Student Council, PTO, etc.): \_\_\_\_\_

Other expenses: \_\_\_\_\_

Expenses are budgeted  Expenses collected from students  Expenses collected from other

Statement of educational value:  
Students have been invited to perform for the People's Gas Holiday Marketplace in downtown.  
Students will demonstrate their skills learned in class in an outdoor, holiday performance.

Signature of Lead Sponsoring Teacher:  Date: 11/13/2018

Signature of Building Principal/Superintendent:  Date: 11/13/18

**\*Building office: Please forward this document to the Superintendent's Secretary at District Office.**



# Blackhawk School District

## Field Trip Request

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*Please forward a hard copy of this document to your building principal.*

Name of Lead Sponsoring Teacher: Zaccari Date request submitted: 11/13/2018

Date(s) of Field Trip: 12/14 or TBD Title of Field Trip: Jazz and Chambers Tour

Names of other Teachers in attendance: \_\_\_\_\_

Group or class: Jazz Ensemble/Chambers School: HS Duration of Trip: All Day

Location of Trip: BIS, PPS, Elmcroft, Beaver Meadows, BV Mall Number of Students involved: 20

Substitute required:  YES  NO Number of days of substitute time: \_\_\_\_\_ (Sub rate \$126 per day)

Bus costs: 1 Private cars (whose): \_\_\_\_\_

Financial support promised from other agencies (Student Council, PTO, etc.): \_\_\_\_\_

Other expenses: \_\_\_\_\_

Expenses are budgeted  Expenses collected from students  Expenses collected from other

Statement of educational value:  
Students will perform holiday repertoire to display the skills learned in class for various organizations of our community and for our lower grade level schools.

Signature of Lead Sponsoring Teacher: [Signature] Date: 11/13/18

Signature of Building Principal/Superintendent: [Signature] Date: 11/15/18

**\*Building office: Please forward this document to the Superintendent's Secretary at District Office.**



# Blackhawk School District

## Field Trip Request

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*Please forward a hard copy of this document to your building principal.*

Name of Lead Sponsoring Teacher: Lyndsay Wilcox Date request submitted: 11/1/2018

Date(s) of Field Trip: March 17-19, 2019 Title of Field Trip: State Legislative Leadership Conference

Names of other Teachers in attendance: NA

Group or class: FFA School: BHS Duration of Trip: 3 days, 2 night

Location of Trip: Sheraton, Harrisburg, PA Number of Students involved: 6

Substitute required:  YES  NO Number of days of substitute time: 2 (Sub rate \$126 per day)

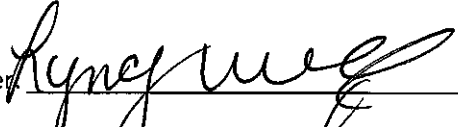
Bus costs: Van Fuel Private cars (whose): \_\_\_\_\_


Financial support promised from other agencies (Student Council, PTO, etc.): \_\_\_\_\_

Other expenses: Teacher registration \$150

Expenses are budgeted  Expenses collected from students  Expenses collected from other

Statement of educational value:  
Students will be working with students from across Pennsylvania to learn about the legislative process, meet with Pennsylvania legislators and complete community service.

Signature of Lead Sponsoring Teacher:  Date: 11/1/18

Signature of Building Principal/Superintendent:  Date: 11/5/18

**\*Building office: Please forward this document to the Superintendent's Secretary at District Office.**



# Blackhawk School District

## Field Trip Request

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*Please forward a hard copy of this document to your building principal.*

Name of Lead Sponsoring Teacher: Lyndsay Wilcox Date request submitted: 11/1/2018

Date(s) of Field Trip: February 2-3, 9-10 or 16-17, 2019 Title of Field Trip: ACES leadership conference

Names of other Teachers in attendance: NA

Group or class: FFA School: BHS Duration of Trip: 2 days, 1 night

Location of Trip: Sheraton, Harrisburg, PA Number of Students involved: 9

Substitute required:  YES  NO Number of days of substitute time: 0 (Sub rate \$126 per day)

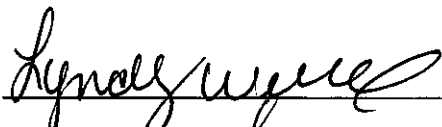
Bus costs: Van Fuel Private cars (whose): \_\_\_\_\_

Financial support promised from other agencies (Student Council, PTO, etc.): \_\_\_\_\_

Other expenses: Teacher registration

Expenses are budgeted  Expenses collected from students  Expenses collected from other

Statement of educational value:  
Students will be working with students from across Pennsylvania to increase teamwork, leadership skills, agricultural awareness and literacy, community service all in a overnight leadership conference.

Signature of Lead Sponsoring Teacher:  Date: 11/1/18

Signature of Building Principal/Superintendent:  Date: 11/5/18

**\*Building office: Please forward this document to the Superintendent's Secretary at District Office.**



# Blackhawk School District

## Field Trip Request

.....  
*Please forward a hard copy of this document to your building principal.*

Name of Lead Sponsoring Teacher: Meredith Oliver Date request submitted: 11-20-18

Date(s) of Field Trip: January 2019 Title of Field Trip: Hockey Scholar Math and Science

Names of other Teachers in attendance: \_\_\_\_\_

Group or class: 6th Grade math enrichment School: Highland Middle School Duration of Trip: 1 school day

Location of Trip: UPMC Lemieux Sports Complex, Cranberry Number of Students involved: 21

Substitute required:  YES  NO Number of days of substitute time: \_\_\_\_\_ (Sub rate \$126 per day)

Bus costs: \_\_\_\_\_ Private cars (whose): \_\_\_\_\_

Financial support promised from other agencies (Student Council, PTO, etc.): \_\_\_\_\_

Other expenses: students will pay for their own lunch, The Penguins Foundation is paying for their skating passes and skate rentals

Expenses are budgeted  Expenses collected from students  Expenses collected from other

Statement of educational value:  
The students have completed a technology math science and STEM program that has been offered through the Pittsburgh Penguins Foundation. As a reward, the students have been invited to enjoy a field trip at their complex in Cranberry. At the rink, students will be solving real world STEM problems applied to hockey similar to those that they have solved via the program that they have completed.

Signature of Lead Sponsoring Teacher: Meredith Oliver Date: 11-20-18

Signature of Building Principal/Superintendent: [Signature] Date: 112018

\*Building office: Please forward this document to the Superintendent's Secretary at District Office.

## **Proposal for a Demographic Study of the Blackhawk School District**

This proposal consists of five parts:

- (1) a description of the initial rather in-depth analysis that provides both the context and informs the parameters used in the projection model; it should also provide insight into how the expected student populations (eg by educational level) are changing and the factors affecting such change;
- (2) a brief description of the nature of the methodology and output expected for the ten-year projections (2019-2028) of the student population by year, grade and level;
- (3) a brief description of the extension of the projections in (2) above to the two individual primary (K-G2) schools;
- (4) a statement of data needs from the school district; and
- (5) completion date and fee.

### **I. Initial Analysis**

We will examine, in some depth, both population and economic factors affecting future expected student enrollment. We will primarily focus on the population side—births, reproductive age females, and net-migration. Additionally, we will pay particular attention to the shifts in population age structure or population waves due to the baby boom, baby bust and echo boom (Millennials) age cohorts—which will likely determine any potential change in births on the horizon—especially whether to expect such effects in the next 5 years and hence in the second five years of the 10-year projections in this study. These population waves, and in particular the baby bust, are responsible for the declines in births in the 1990s and early 2000s—especially in Southwest Pennsylvania, although some school districts have bucked this trend via substantial new housing development. The age structure is also pertinent for additional births --as the Echo Boom or Millennials replace the

baby bust in the key reproductive age cohorts. The most recent births in the last 5 years primarily determine the size of the entry Kindergarten cohorts in the next 5 years. But this can vary considerably, dependent on the Birth-to-Kindergarten ratio. For instance, a growing school district might have a Birth-to-Kindergarten ratio of 1.25, indicative of 125 Kindergarteners arriving per 100 births.

On the economic side, we will examine any new housing construction in the 8 municipalities comprising the school district—since 2000, and earlier, if possible, to establish a baseline for new home construction. A substantial higher level of new housing construction is not expected, but an increment in the level of such construction is possible stemming from the new cracker plant in central Beaver County. It is not yet clear, by any means, as to the magnitude of the short-term, nor long-term implications on the general economy, including additional firms moving in that will utilize the cracker plant's products. Uncertainties also exist as to the geographical location and dispersion of the effects, including new housing. Certain constraints, in terms of watersheds, water and sewerage lines and proximity to the cracker plant are perhaps known to a greater extent. We plan to have discussions with County Planning and key municipal staff to consider more informed possibilities and therefore to specify lower and upper bounds on the more likely housing construction alternatives. Thus, we will attempt to consider a few scenarios that take into account such possibilities—even if rather “speculative” and “early” in terms of the actual unfolding of such effects. This approach is basically constructing “What if” scenarios to make more explicit a “first take” on the potential student enrollment impacts and their range—whether modest or greater. We will also keep in mind that

such main effects may be minimal, or far more “down the road” in terms of timing, in which case the initial scenarios without direct effects from new housing would apply.

On the population side we will examine the births from 1990<sup>1</sup> to 2016 to establish the shifts in level of births and any potential changes in trajectory. This will involve an intensive examination of the distributions of births by age of mother. For the overall current level or expected level of births, based on the trend and direction, we will estimate a Birth-to-Kindergarten ratio. Second, to take into account migration of families with pre-K children, we will compare the 2005-09 births to the 2010 census population less than age 5 to provide insight into movement (in or out) of families with preschoolers. We can do the same for more recent births in 2010-14 and the 2015 American Community Survey (ACS). We will also compare the Birth-to-Kindergarten ratios over time to yet further probe into possible more recent shifts in preschoolers beyond those born by residents in the school district. Third, we will examine shifts in reproductive-age females by five-year cohorts to provide insight into the level and direction of the number of births and, in particular, to see if there is evidence of a shift toward the “echo boom” cohorts and/or the second wave of delayed childbearing—into the late thirties and early forties, as has been found in several of the school districts in Pennsylvania. We will also look at delayed child bearing into the early thirties where the largest number of births is often now found. Fourth, we will examine the net-migration of students in the Blackhawk SD. Based on a series of yearly enrollment data, we can now deduce the net migration. This is a relatively new method whereby we can decompose enrollment changes into those based on *net migration* (NM) versus a change in the difference between the number

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<sup>1</sup> The births in the 1990’s are now in high school, so such “distant” births are still pertinent.



of Senior (grade 12) students graduating and the number of new Kindergarten students entering the following fall. We refer to this K-G12 difference as the *Exit-Entry Exchange* (E3). The sum of E3 and NM equals the change in student enrollment and this specification provides a new way of looking at what is underlying enrollment shifts each year and in five-year periods. We can also derive the net-migration by educational level (primary, intermediate, middle and high school), as well as overall. Fifth, we will use a similar strategy to deduce the net migration of the overall population of residents in the district by 5-year age cohorts between 2000 and 2010 and 2010 and 2015 (from the ACS). This will enable us to differentiate the normal aging of the population and the replacement of one cohort by another versus the net-migration of the population—whether positive or negative, by age. Such comparisons are important for yielding insight into how the shifts in age structure are occurring, especially for the 5-year age cohorts in the key reproductive ages 15-44. For example, are the Millennials “showing up”, particularly in the 25-29 and 30-34 age cohorts, as is the case nationally? Or have they migrated out without replacements?

Using enrollment data, we will estimate four-year retention ratios—in the past and current. These ratios are important in two respects: (1) they are a fundamental part of the projections and (2) they are not survival rates (hence they can be greater than one), and can include embedded growth—from both migration and new housing. Last, we will examine any alternative education used by students living in the district and the directions and/or shifts that might have occurred—including home schooled, parochial/private students, charter and cyber-charter students.

## **II. Development and Analysis of Ten Year Student Projections by Year, Grade and Level (Primary, Intermediate, Middle and High School): 2019-2028**

Using the analysis and parameter estimates from Section I above, we will develop a set of student projections for the Blackhawk SD. These will use observed births for 2013-2017 and an estimated number of births for 2018-2022, based on the results from Section I. We will consider alternative scenarios for the level of births. Given the analysis on possible levels of housing development, we will then develop additional scenarios that take into account the potential direct impact of new housing.

## **III. Development and Analysis of Areal Specific Student Projections for the Two Primary (K-G2) Schools: 2019-2028**

Here we must disaggregate the birth, migration and housing data to the appropriate attendance areas. The projections, incorporating the more micro geographical areas, will maintain the most recent retention ratios and, if necessary, the student/housing ratios by housing type, as in the more aggregate projections. Additionally, for the most recent years, we will estimate the actual enrollment ratios per year at the K and G1 grades for each primary school, given the overall total primary school enrollments at these grades. This will involve an "iterative fitting" to most closely align the actual enrollments with births five years earlier. For the primary school projections, once such entries at K and G1 are determined, then the overall retention ratio for G1 will be used to move the students to G2. We will "test" these outcomes on the prior 2-4 years to iteratively refine the best fit to be used in the projections at this more detailed level.

Obviously, attendance areas are not "set in stone". Thus, the results may also be used in planning to consider alternatives or adjustments to the attendance boundaries to more closely align building capacities or planned building capacities to the expected enrollments. The results to be completed here will serve as a baseline for such considerations and will not involve such attendance boundary adjustments.

#### **IV. Data Needs from the School District**

To conduct the analysis will require data for the 8 municipalities (the boroughs of Darlington, Enon Valley, Patterson Heights and West Mayfield and the townships of Chippewa, Darlington, Patterson and South Beaver) involving (1) births from the Pennsylvania Department of Health; (2) population data from the U.S. Census, and (3) housing (building permits by year and address) from the municipalities, to be collected by the analyst. The analysis will also require data on students from the Blackhawk School District. The data needed from the school district includes data needed at the onset of the study [e.g. enrollment by grade and school building] and subsequent data [e.g., number of students in specific housing developments specified by the analyst later, once the housing data is collected.

##### Data needed initially from the school district:

(1) Enrollments by year and grade for school years from 2000-01 to 2018-19 (and, if available also 1990-91 to 1999-2000). These data should be October enrollments, for consistency with PDE enrollment data;

(2) Number of students by year and grade for 2007-2018:

- a. home schooled;
- b. attending parochial/private school (by school if possible);
- c. attending charter schools (by school); and
- d. enrolled in cyber-charter schools (by school);

- (3) Delineation of the attendance boundaries for the Primary (K-G2) Schools; and
- (4) Name of person in each municipality to contact regarding housing permit data.

Data needed later (once housing data is collected):

Number of students by grade for specific housing developments, if necessary  
(Analyst will provide the streets and/or addresses if needed,)

**V. Completion Date and Fee**

Expected Completion Date: May 2019

Cost: \$15,000-\$16,000

# SIEMENS

Phone: 1-800-736-5077, ext. 2489  
412-687-5000

FAX: 412-621-7169

**Tony P. Rinehart**  
Apparatus Division

**SCOTT ELECTRIC**  
39th & Butler Streets • Pittsburgh, PA 15201  
e-mail: trinehart@scottelectricusa.com

August 13<sup>th</sup> 2018

Darrin Fleischman  
Blackhawk School District  
Beaver Falls PA

c/o Scott Electric

Re: **Highland Middle School Upgrade and Maintenance**  
**Siemens Negotiation #: PGH-ES-180813-1-JDH**

Mr. Fleischman

In response to your request, we are pleased to provide the following proposal to upgrade the phase guard relay to an adjustable unit on the existing switchboard at the Highland Middle School 402 Shenango Rd, Beaver Falls, PA 15010. The phase guard relay will protect against power quality, however the existing unit is a fixed unit. Upgrading to an adjustable unit will enable settings to be calibrated to achieve the best balance of protection while avoiding nuisance tripping. Siemens also recommends replacing the failed surge protective device (SPD) to protect the facility.

While onsite, Siemens will also perform preventative maintenance on the existing switchboard per OEM specifications. Siemens recommends maintenance every three years to guarantee maximum reliability. The existing switchboard is currently past the recommended maintenance interval.

**Equipment Included:**

Switchboard SO#3003492083-63050-03

**Scope of Work:**

Siemens Industry, Inc. proposes to dispatch a NICET certified field service rep to the customer facility to perform the upgrade as follows:

1. Site Safety Meeting / Lock out
2. Replace phase guard relay with upgraded unit
3. Mount remote display on face of switchboard
4. Install new shunt trip and wire to relay
5. Perform preventative maintenance on the WL breaker and switchboard
6. Program and test phase protection system
7. Replace the defective SPD

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8. Re-energize equipment
9. Verify proper operation of phase protection system

**Scope of Supply:**

Siemens Industry, Inc has included supply of the following items in the scope of this proposal:

- QTY (1) Fully Adjustable Phase guard Relay w/remote display
- QTY (1) TPS3EL12300XD2 Surge suppressor
- QTY (1) misc wire and hardware

**Schedule:**

Siemens Industry, Inc. has provided this proposal based on the following schedule:

Dates Mutually agreeable

- Straight time: all work covered under this proposal is to be completed between the hours of 8 am to 5 pm on non-holiday weekdays.

Siemens will require and 8 – 12 hour utility outage to install both relays

Material Lead Time: 2-4 Weeks

**Price:**

The total price to perform the above work scope is:

**\$8200.00 PLUS TAX**

**Terms and Conditions:**

Siemens Standard Terms Attached.

**Terms of Payment:**

25% Mobilization charge in advance. An invoice for the remaining balance of the amount of the above firm price plus billing for any extra work or delay time will be issued upon completion of the defined scope of work. Payments are due and payable net within thirty (30) days from the date of each invoice. A 2.5% adder will be charged for payment via credit card.

**Offer Validity:**

This offer is valid for 30 days unless otherwise extended, modified or withdrawn, in writing, by Siemens. The return of a purchase order to Siemens during such validity period, along with credit approval, will be sufficient to form an agreement on the terms and conditions of this offer.

**Purchase Orders:**

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Please issue a purchase order referencing Negotiation No: PGH-ES-180813-1-JDH to:

Att: Jonathan D Hardt  
Siemens Industry, Inc.  
600 Bursca Drive, Suite 606  
Bridgeville, PA 15017  
724-816-2840  
[Jonathan.hardt@siemens.com](mailto:Jonathan.hardt@siemens.com)

To facilitate prompt order processing, Purchase Orders should include

- Purchase Order Number
- Customer legal entity, name and billing address
- Reference to this proposal negotiation number
- \$ Value, noting agreement of payment
- Payment Terms
- Authorized contact name and contact information. Authorized contact name and phone number

Thank you for the opportunity to provide this proposal, please do not hesitate to contact me with any questions.

Sincerely,

*Jonathan D Hardt*

**Jonathan D Hardt**  
Electrical Services Operations Manager  
724-816-2840  
[Jonathan.hardt@siemens.com](mailto:Jonathan.hardt@siemens.com)

**Qualifications/Clarifications/Limitations:**

**The above pricing is based on the following Qualifications, Clarifications, and Limitations. Any deviations may result in additional charges.**

- One mobilization(s) and demobilization(s) of manpower has(have) been included in this proposal. Any additional mobilizations will be charged in addition to the quoted price.
- Siemens will not perform work activities in situations where the proper level of PPE is not possible or practical.
- At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm<sup>2</sup>
- Customer shall be responsible to perform all switching. Any requirement of Siemens for perform switching will require customer signature and a minimum of two Siemens personnel present. Additional charges may apply.

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This submittal contains material which is Proprietary and Siemens Industry Inc. It may only be used to evaluate and respond to this proposal. Unauthorized use and/or disclosure is strictly prohibited.

- Siemens and its subcontractors reserve the right to work only when safety practices are acceptable to Siemens. Costs associated with any delays caused by disposition of substandard safety conditions will be outside the scope of this quotation and invoiced as additional work.
- Work performed around energized equipment with a rating of 1000 volt and above will require two (2) OSHA CFR1910.269 trained personnel minimum.
- This proposal based on the customer supplying a qualified electrical worker to be with the Siemens Field Service Representative at all times. If the customer is unable or unwilling to supply a qualified electrical worker Siemens will be required to dispatch additional personal to the job and additional charges will apply.
- An electrical outage at the main switchgear will be required to complete the installation
- Delays in performing the work out of the control of Siemens will be considered and billed as extra work to owner's account.
- Delays in the performance of work beyond the control of Siemens or its subcontractors will billed as additional work. Siemens will not be responsible for the completion of any additional "required" customer documentation regarding delay time in order to collect delay time charges as a condition of the acceptance of this quotation by the customer.
- Any repairs to the existing switchgear / electrical distribution / metering equipment other than specified are not included under this proposal. Replacement parts and additional labor required to implement any repairs necessary for proper operation of your equipment will be accomplished at your written direction and authorization, and will be billed as additional work.
- Siemens has not included any site specific training time or safety requirements for its personnel.
- Equipment being made accessible and available on a continuous basis when Siemens is on site.
- Any applicable taxes are not included in the quoted price.

#### Customer Responsibilities

- Provide the services of a Project Coordinator, Plant Electrical Engineer, or Facility Maintenance Technician, knowledgeable of the facilities electrical system, to assist Siemens in developing an organized sequence of work and to advise of safety requirements and lockout procedures.
- Make all equipment available including removal from service, switching, and operation of equipment (opening and closing of breakers, switches, etc.) and de-energizing as required to electrically isolate equipment and permit a continuous progression of work.
- Coordinating all outages and performing all switching.
- If necessary coordinating with the local utility switching its equipment to provide necessary clearances. The customer will be responsible for any utility fees.
- Provide free and clear access to perform the above work
- Provide all manufacture supplied equipment specific maintenance tools and accessories required for routine maintenance, such as racking tools, manual charge tools, OEM lifting tools
- Provide OEM drawings and O&M manuals of the equipment to be serviced.
- Providing single phase, 120 volt power for test equipment



**Siemens Industry, Inc.**  
**PROJECT TERMS AND CONDITIONS**  
**March 1, 2010 (Rev. 1)**

These Terms and Conditions are incorporated by reference and form an integral part of each proposal or agreement between Siemens Industry, Inc. ("SIEMENS") and the party for whom the Work is to be performed ("Customer"). The portions of each proposal or agreement relating to "Scope of Work" or "Proposed Solution" (in either case "Scope"), together with these Terms and Conditions, are collectively referred to as the "Agreement".

**Article 1: General**

**1.1** (a) The Agreement, when accepted in writing by Customer and approved by an authorized representative of SIEMENS, constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") and the equipment ("Equipment") to be provided by SIEMENS as described in the Scope (such Services and Equipment collectively referred to as "Work") and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter of the Agreement. The Agreement and any rights or obligations thereunder may not be assigned by either party without the prior written consent of the other, except that either party may assign this Agreement to its affiliates and SIEMENS may use subcontractors in the performance of the Work.

(b) The terms and conditions of this Agreement shall not be modified or rescinded except in writing, signed by an authorized representative of SIEMENS. SIEMENS' performance under this Agreement is expressly conditioned on Customer's assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to SIEMENS by Customer relating to the Work.

(c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.

(d) 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 obligations arising prior to this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and the termination of this Agreement.

**1.2** SIEMENS shall perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Agreement. SIEMENS has no authority to act or make any agreements or representations on behalf of Customer. This Agreement is not intended, and shall not be construed to create, between Customer and SIEMENS, the relationship of principal and agent, joint ventures, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of SIEMENS shall be, or shall be deemed to be, an employee or agent of Customer.

**1.3** This Agreement shall be governed by and enforced in accordance with the laws of the State of Delaware. All claims or disputes arising under this Agreement shall be litigated in the State, Commonwealth, or Province in which the Work is being provided to Customer hereunder.

**Article 2: Work by SIEMENS**

**2.1** 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.

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

**2.3** 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.

**2.4** All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("Instruments") and shall remain SIEMENS' property. To the extent specified in the Scope, Customer, its employees and agents ("Permitted Users") shall have a right to make and retain copies of Instruments except uncompiled code, and to use all Instruments, provided however, the Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular Work and location for which the Instruments were provided. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them 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' express written consent. Any reuse of Deliverables or Instruments for other work or locations without the written consent of SIEMENS, or use by any party other than Permitted Users will be at Permitted Users' risk and without liability to SIEMENS; and Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

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

**2.6** 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.

**Article 3: Responsibilities of Customer**

**3.1** 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 reached, any request for work received from a person located at Customer's premises will be deemed authorized by Customer, and SIEMENS will, in its 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;
- (e) 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 that conform to OSHA requirements related to all Hazardous Materials located at the site;
- (i) Furnish to SIEMENS any contingency plans related to the site; and

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(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.

3.2 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 without SIEMENS' express written consent.

3.3 Customer acknowledges that it is now and shall at all times remain in control of the project site. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to Customer's activities or operations, Customer's other contractors, 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 health or safety issues at Customer's site, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, SIEMENS shall not be liable or responsible on account thereof.

3.4 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.

3.5 Customer shall properly dispose of all ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, refrigerant and any other Hazardous Materials that at any time are present at Customer's premises, in accordance with all applicable federal, state, and local laws, regulations, and ordinances.

#### **Article 4: Changes; Delays; Excused Performance**

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

4.2 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 restricted to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted for additional costs SIEMENS incurs due to such delay.

#### **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 services, including but not limited to the following, Siemens Industry, Inc. Project Terms And Conditions 2 / 2 March 1, 2010 (Rev. 1) / Legal 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 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: Warranty, Insurance and Allocation of Risk**

6.1 (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 ninety (90) days after the earlier of the date the Work is substantially completed or the date of first beneficial use.

6.2 (a) The limited warranties set forth in Section 6.1 will be void as to, and shall not apply to, any Work (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per SIEMENS's 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's 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) re-performance 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.

**6.3 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, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT OR SERVICES PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN**

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**ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING SIGNED BY A DULY AUTHORIZED CORPORATE OFFICER OF SIEMENS.**

6.4 SIEMENS agrees to defend, indemnify and hold harmless Customer, and its officers, directors, employees and agents, from and against any third party claims for bodily injury, including death, or damage to tangible property, to the extent arising from SIEMENS' negligence in the performance of this Agreement.

6.5 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

6.6 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.

6.7 ANYTHING HEREIN NOTWITHSTANDING, IN NO EVENT SHALL SIEMENS BE RESPONSIBLE UNDER THIS AGREEMENT FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE AND/OR LOST BUSINESS OPPORTUNITIES, WHETHER ARISING IN WARRANTY, LATE OR NON-DELIVERY OF ANY WORK, TORT, CONTRACT OR STRICT LIABILITY, AND REGARDLESS OF WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, SIEMENS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES (INCLUDING ATTORNEYS FEES) ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY WORK 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. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder. 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.

6.8 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. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Work, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

**Article 7: Hazardous Materials Provisions**

7.1 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 7.3, 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 7.1. 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.

7.2 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 7.2 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.

7.3 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.

7.4 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 7.1, 7.2, or 7.3.

**Article 8: Import / Export Indemnity**

8.1 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 Services 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 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.**

## ELECTRICAL SERVICES CONTRACT TERMS AND CONDITIONS

### Article 1: General

1.1 (a) These Electrical Services Contract Terms and Conditions are attached to and made part of the Proposal, Advantage Services Agreement, or other document as the case may be, in which these Contract Terms and Conditions are incorporated, (the "Document") that, when approved in writing by the Customer and accepted by an authorized representative of Siemens shall constitute the entire, complete and exclusive contract (the "Agreement"), to implement the services identified in the Document (the "Work" or "Services") and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter thereof. In the event of any conflict between the other sections of the Document and these Electrical Services Contract Terms and Conditions, these Electrical Services Contract Terms and Conditions shall control.

(b) Neither party may assign the 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 the Agreement, and/or use subcontractors in performance of the Services. The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of Siemens and Customer and signed by duly authorized officers or managers of Siemens and Customer.

(c) 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 Services and termination of this Agreement.

(d) Certain terms and conditions contained herein may not apply to the Services 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 Services included.

1.2 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 Services are 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.

1.3 AFTER THE EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE YEAR PERIODS BEGINNING ON THE ANNIVERSARY DATE OF THE INITIAL TERM UNLESS STATED OTHERWISE IN THE AGREEMENT.

1.4 Either party may terminate this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of such intent not to renew.

1.5 If, during or within 90 days after the term of this Agreement, Customer engages any Siemens employee who has performed Services 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: Covered Equipment

2.1 "Covered Equipment" shall mean that equipment expressly identified in the Document. The Customer represents that at the commencement of this Agreement all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If removal of any Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take corrective action, then Siemens may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement 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 then current National Fire Protection Association ("NFPA") guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds Siemens harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than Siemens or a person authorized by it, Customer shall immediately notify Siemens in writing; and Siemens reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

### Article 3: Services by Siemens

3.1 Siemens shall only perform the Services identified in this Agreement.

3.2 Siemens shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or recommissioning that Siemens reasonably deems necessary; (b) notify Siemens of any modifications or changes to the Covered Equipment or unusual

or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events Siemens may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.3 Any repairs and replacements of Covered Equipment as may be expressly included in the Services are limited to restoring the proper working condition of such Covered Equipment. Siemens will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of Siemens, except Hazardous Materials, which under all circumstances remain the property and responsibility of Customer.

3.4 Unless agreed otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) installation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment; but not furnished by Siemens; (f) latent defects in the Covered Equipment that cannot normally be discovered through the provision of the Services or (g) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements. Siemens is not responsible for services performed on any Covered Equipment other than by Siemens or its agents.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 Siemens shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

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

3.8 All reports and drawings, specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to Siemens. Siemens may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for Siemens are instruments of Siemens' work ("Instruments") and shall remain Siemens property. Siemens conveys no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to Siemens, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without Siemens' express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of Siemens, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to Siemens; and, in addition to any other rights Siemens may have, Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising therefrom.

3.9 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 through 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.

### 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 Services and provide Siemens with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services 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 without cost all reasonable provisions, means and access for Siemens to any site where Services are to be performed and to the Covered Equipment;

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

(d) Furnish Siemens with all available information pertinent to the Services;

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

(f) Maintain the Services site in a safe condition; notify Siemens promptly of any site conditions requiring special care; and provide Siemens with any

W|B|K

WEISS  
BURKARDT  
KRAMER LLC  
Education & Municipal Law

November 27, 2018

Dr. Robert H. Postupac, Superintendent  
Blackhawk School District  
500 Blackhawk Road  
Beaver Falls, PA 15010

Dear Dr. Postupac:

The purpose of this letter is to indicate our desire to be reappointed to the position of Solicitor to the Blackhawk School District for 2019. The retainer fee will be \$500.00 per month, with a billing rate of \$125.00 per hour. There will be no increase in our rates for 2019.

We sincerely appreciate the opportunity to be of service to the District and we believe we have rendered excellent service to the School District and its staff in issues which have arisen throughout the year.

We look forward to the opportunity to continue to be of service to the School District.

Very truly yours,



Ira Weiss

IW:cr