PROFESSIONAL SERVICES AGREEMENT BETWEEN <u>WIDGERY STUDIO, LLC</u> AND THE CITY OF ANN ARBOR

FOR "ARBOR WINDS" PUBLIC ART AT THE STADIUM BRIDGES

Effective Date: MAY 20,2014

(to be filled in by City)

I. PARTIES

"City" means the City of Ann Arbor, a Michigan municipal corporation, with its address at 301 E Huron Street, Ann Arbor, Michigan 48104.

"Artist" means Widgery Studio, LLC, a Massachusetts limited liability company, with a mailing address of P.O. Box 400452, Cambridge, MA 02140.

II. EFFECTIVE DATE; DURATION

This agreement shall become effective on the date of the last signature of the parties and shall remain in effect until satisfactory performance of all services, unless terminated earlier.

III. DEFINITIONS

"Administering Service Area/Unit" means the City's Public Services Area.

"Contract Administrator" means the City's Public Services Area Administrator or designee.

"Project" means the design, fabrication, and installation of public art at the East Stadium Boulevard Bridges.

IV. SERVICES

- A. <u>Scope</u>: Artist shall provide professional services for the Project as specified in Exhibit A.
- B. Warranty of Skill and Quality: Artist warrants that he/she has all the skills and experience necessary to perform the services to be provided pursuant to this agreement. Artist warrants that the quality of Artist's services under this agreement shall conform to the level of quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. <u>City Review of Services</u>: Artist's services under this agreement shall at all times be subject to the City's general review and approval. Artist shall

confer with the City periodically during this agreement and shall provide details about the progress or adequacy of the services upon the City's request. Upon reasonable prior notice to Artist, the City shall have the right to make reasonable in-person inspections of the services. The City shall notify Artist of any defects in the services of which the City has actual notice.

- D. <u>Reliance on City Information</u>: Artist may rely upon the accuracy of information provided by the City except when defects should have been apparent to a reasonably competent artist or when Artist has actual notice of any defects in the information.
- E. <u>Access</u>: The City shall give Artist access to City staff and City-owned property as necessary to perform the services under the agreement.
- F. <u>Compliance with Applicable Law</u>: Artist shall perform the services under this agreement in compliance with all applicable laws, ordinances, and regulations.
- G. Additional Work: The City may desire to have Artist perform work or render services related to the Project other than those expressly provided for in the "Scope of Services" section of Exhibit A. This shall be considered extra work outside the scope of this agreement and shall not proceed unless authorized by a written amendment. Any cost incurred by either party due to the performance of extra work prior to execution of an amendment shall not be reimbursed.

V. COMPENSATION OF ARTIST

- A. <u>Total Fee</u>: The total fee for all services to be performed under this agreement, including administrative and overhead costs, will be Eight Thousand Two Hundred Forty Eight and 0/100 U.S. Dollars (\$8,248).
- B. <u>Payment Schedule</u>: Artist shall be paid at the times and in the manner set forth in Exhibit B. Artist must submit a completed IRS form W-9 before any payment will be made. Each payment shall be conditioned upon:
 - Artist's completion and the City's acceptance of the services specified for that payment; and
 - b. Artist's submission of invoices and approval of those invoices by the Contract Administrator.
- C. <u>Invoice Records</u>: Artist shall keep detailed records of time spent and materials used so that the City may verify invoices submitted by Artist.

Such records shall be made available to the City upon request and shall be submitted in summary form to support each invoice.

VI. RELATIONSHIP OF PARTIES

- A. <u>Independent Contractor</u>: This is not a contract of employment but is a contract to accomplish a specific result. Artist is an independent contractor performing services for the City. Nothing contained in this agreement shall be deemed to constitute any other relationship between the City and Artist.
- B. No Conflict of Interest: Artist certifies that he/she has no personal or financial interest in the Project other than the compensation to be received under this agreement. Artist further certifies that he/she shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Artist certifies that he/she does not and will not employ or engage any person with a personal or financial interest in this Project other than the compensation to be received under this agreement.
- C. <u>No Authority to Bind City</u>: Artist does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf or to bind the City in any way.
- D. <u>No Default</u>: Artist certifies that he/she is not and shall not become overdue or in default to the City for any contract, debt, or any other obligation, including real or personal property taxes. The City shall have the right to set off any such debt against compensation to be paid for services under this agreement.

VII. RIGHTS IN WORKS OF ART

- A. Waiver of "Droit Moral" and Rights Under Visual Artists Rights Act: As to Artist's rights in works of art to be produced under this agreement, the provisions of this agreement shall supersede the provisions of the Visual Artists Rights Act of 1990, 17 U.S.C. § 101 et. seq., as amended ("VARA"). Artist waives all rights in or protections applied to the works of art and any uses of the works of art set forth in VARA or in the nature of "Droit Moral."
- B. <u>Maintenance</u>, <u>Repairs</u>, <u>or Restorations</u>: The City shall have the right to determine, in its sole discretion, after consultation with a knowledgeable professional selected by the City, when and if maintenance, repairs, and restorations to any work of art will be made.

- C. <u>Damage or Alteration</u>: Subject to section VII, Paragraph D below, the City agrees that it will not intentionally alter Artist's works of art without the prior written approval of Artist. Artist acknowledges, for the benefit of the City, that installation of a work of art into the building, structure, landscape or other City facility for which it has been designed may subject the work of art to destruction, damage, distortion, mutilation, or alteration upon its removal.
- D. <u>Removal, Relocation, Sale, Donation or Destruction</u>: Nothing in this agreement shall preclude the right of the City, in its sole discretion, to remove, relocate, sell, donate, or destroy any work of art or discrete piece thereof produced under this agreement.

VIII. OWNERSHIP OF MATERIALS; INTELLECTUAL PROPERTY

- A. <u>Intellectual Property Rights</u>: All intellectual property rights, including any material produced under this agreement, shall vest in and at all times remain vested in the originator of the material produced. Artist shall identify and clearly mark all materials produced or given to the City that constitute intellectual property, the rights to which are vested in or retained by any other originator, and shall identify such other originator.
- B. <u>Copyright Identification</u>: When displaying or reproducing any image of the works of art or preliminary materials to be produced under this agreement that are subject to Artist's or another party's copyright (as identified and marked in accordance with section VIII, Paragraph A), the parties shall acknowledge such copyright with "©," as appropriate, in immediate adjacency to the image.
- C. <u>No Liability</u>: The City shall accept no liability for the further interpretation, design or implementation by others of ideas, concepts, or intellectual copyright materials generated under this agreement.
- D. <u>Ownership of Materials</u>: The City shall own the physical embodiment of the works of art, including art work proposals, preliminary studies, models, samples, and maquettes.
- E. Non-infringement: Art work designs produced by Artist shall not infringe or violate any copyright, trade secret, trademark, patent, or other proprietary or personal right held by any third party. If any of the art work designs is, in any action, held to constitute an infringement of any third party's rights and its use is enjoined, Artist shall immediately and at his/her expense (a) procure for the City the right to continue its use of the art work design in accordance with this agreement, (b) alter the art work design to eliminate infringing portions, subject to the City's approval, or (c) replace the art work design with a design acceptable to the City that is non-infringing.

F. <u>Survival</u>: The provisions of this section VIII shall survive the expiration or termination of this agreement.

IX. RISK OF LOSS; INSURANCE; INDEMNIFICATION

- A. <u>Protective Measures</u>: Artist shall take such measures as are reasonably necessary to protect the works of art and any preliminary materials produced under this agreement from loss or damage until Artist has delivered them to the City and the City has accepted them.
- B. <u>Insurance</u>: Artist is responsible for procuring and maintaining at Artist's own expense whatever insurance is required during this agreement to protect Artist from claims for bodily injuries, death, or property damage which may arise under this agreement and to cover bodily injuries, death, property damage, or other losses that Artist may suffer while performing services under this agreement, including damage to or loss of works of art while they are in Artist's possession or control.
- C. <u>Indemnification</u>: To the fullest extent permitted by law, Artist shall indemnify, defend, and hold the City, its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless, or intentional, wrongful, or tortious act or omission by Artist or his/her agents arising from the performance of this agreement.

X. TERMINATION

- A. <u>Breach</u>: In the case of a breach of this agreement by a party, this agreement may be terminated by the other party if the breaching party has not corrected the breach within 15 days after notice of termination.
- B. <u>Termination With or Without Cause</u>: The City shall have the privilege, with or without cause, to terminate this agreement at any time upon 30 days' written notice to Artist. If this agreement is terminated for any reason other than the breach of this agreement by Artist, Artist shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination. As a condition of receiving compensation from the City in such a case, Artist agrees to transfer to the City title to all partially completed works of art and related preliminary items, including plans, notes, sketches, drawings, proposals, preliminary studies, models, samples, and maguettes.

XI. ASSIGNMENT

- A. <u>Written Consent</u>: Artist shall not subcontract or assign any portion of these services without prior written consent from the City.
- B. <u>Pledge of Payments</u>: Artist shall retain the right to pledge payments due and payable under this agreement to third parties.

XII. NOTICES; CONTACTS

All notices shall be in writing. Notices and other deliverables shall be deemed to have been properly transmitted upon actual receipt when delivered or mailed to the following addresses or to such other address noticed hereafter by either party:

City: Craig Hupy,

Public Services Area Administrator

City of Ann Arbor P.O. Box 8647

Ann Arbor, MI 48107-8647

Artist: Widgery Studio, LLC

PO Box 400452

Cambridge, MA 02140

Artist's failure to keep the City reasonably informed regarding Artist's current address shall be deemed a waiver of any notice or delivery requirements provided for under this agreement.

XIII. MISCELLANEOUS

A. <u>Entire Agreement</u>: This agreement represents the entire understanding between the City and Artist and supersedes all prior representations or agreements. Neither party has relied on any prior representations in entering into this agreement. This agreement may be altered, amended or modified only by written amendment signed by Artist and the City.

- B. Severability: Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or other circumstances.
- C. <u>Governing Law</u>: This agreement shall be governed and interpreted under the laws of the State of Michigan. The parties agree to venue in a court of appropriate jurisdiction in Washtenaw County for any action arising under this agreement.

XIV. SIGNATURES

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Widgery Studio, LLC, a Massachusetts limited liability company,

By: Catherine Widgery, Manager

CITY OF ANN ARBOR, a Michigan municipal corporation

Bÿ. John Hieftje, Mayor

Jacqueline Beaudry, City Sterk

Steven D. Powers, City Administrato

Craig Hupy, Public Services Area

Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A Scope of Services

Artist shall complete the following services to finalize the design and structural engineering of the Project as described and depicted in the attached proposal:

- 1. Complete a final design of all artwork in the proposal, including final fabrication and installation specifications.
- 2. Prepare computer files for metal fabrication and cutting.
- 3. Design appropriate foundations, anchors, members, and structural supports for all artwork and obtain final, sealed approval of these designs from a professional engineer from Northwest Consultants, Inc., as described in the proposal.
- 4. Develop a project work plan and work schedule.
- 5. Submit a written description of the artwork, including a statement from the artist.
- 6. Address any design issues with City staff, the Project Development Task Force, and the Ann Arbor Public Art Commission.
- 7. Obtain City approval of the final structural engineering design.
- 8. Develop draft maintenance guidelines and include estimates of cost for regular and future maintenance.

If a provision in the attached proposal conflicts with a provision in this agreement, this agreement prevails. The parties acknowledge that the proposal describes additional services for fabrication and installation of the Project that are beyond the scope of this agreement. The City and Artist may agree to execute an amendment to this agreement to provide those additional services, however Artist shall not perform additional services for the Project beyond the scope of this agreement unless authorized by a written amendment. Any cost incurred by either party in the performance of additional services prior to execution of an amendment shall not be reimbursed.

PROPOSAL

widgery studio

CATHERINE WIDGERY

Widgery Studio PO Box 400452 Cambridge, MA 02140

(508) 237-1660 catwidgery@gmail.com www.widgery.com

ARBOR WINDS



STADIUM BRIDGES PROJECT CATHERINE WIDGERY 2014



CATHERINE WIDGERY

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Arbor Winds

Stadium Bridge public art project in Ann Arbor, MI

As one drives around Ann Arbor, the gracious stands of trees stand out as a clear expression of the town's identity so trees have symbolized this arbor town from the beginning.

On a deeper level, the trees as portrayed in the artwork *Arbor Winds* are a metaphor for our own paradoxical fragility and strength in the context of our life cycles. We speak of having "deep roots" or of "branching out" or of how someone is "blooming". After a long winter, the return to life of spring is expressed above all through the return of leaves to trees. We all feel the sense of being reborn in the spring with the blossoms and leaves and, in the autumn, the somewhat wistful sadness as the leaves reach their glory of color and then fall.

Arbor Winds evokes not just trees but wind and light as expressions of the energy that surrounds us. In each panel we see the ghostly afterimage as if the wind has blown the tree; we see both moments in time simultaneously. These images etched in glass are like those etched in our memories. We walk through a forest and it is our mental "snapshots" of the branches against the sky or the texture of the thick trunk, or the dense layers of the many trunks silhouetted against the forest underbrush that remain in our memories. Indeed each of these etched images is more the memory of moments rather than a physical reality: a subtle expression of our own ephemeral existence and the light traces we leave behind.

DESCRIPTION

ENTRY WORKS ON STADIUM BRIDGE EAST AND WEST SIDES

There are three entry works on both the East and West ends of the bridge. Each of these are made up of 22' high stainless steel frames that hold 15' tall laser etched glass panels in groups of three. The images trees are etched on the glass with two images of the same grouping of trees on each face of the glass but one has been moved as if we are seeing two moments in time simultaneously. See the attached pdf's showing the dimensions and other details.

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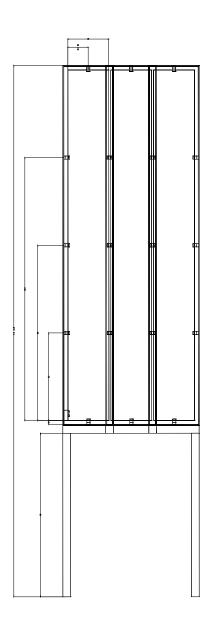


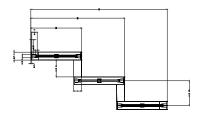


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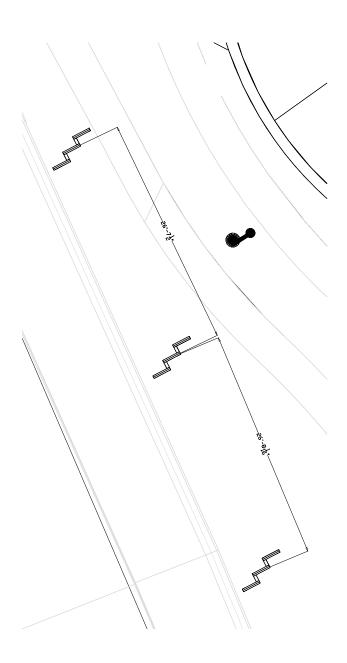




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location of three groups of panels on the east side of bridge; this is very similar to the west side



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30 ILLUMINATED GLASS PANELS ON THE WALLS OF STATE ST UNDERPASS

The underpass of State Street below the Stadium Bridge is a gateway to the town so the angled etched glass panels on the underpass walls suggest a colonnade to greet visitors to Ann Arbor. These trees are etched into glass panels set in alternating columns on the walls of the underpass. Each tree panel is lit at night by two "Lumiere" LED fixtures set flush with grade (see cut sheets for technical description) so the underpass glows at night.



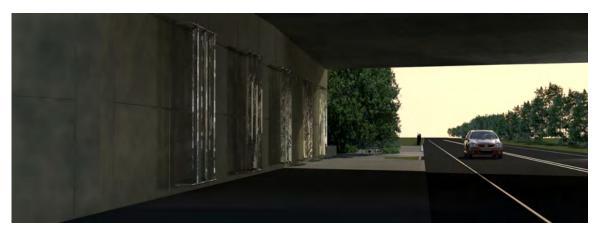
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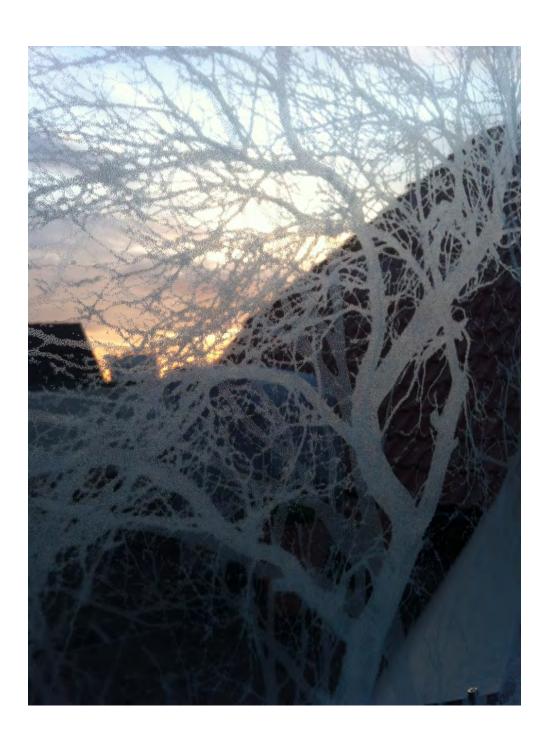


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Below is a photograph of a sample etching.

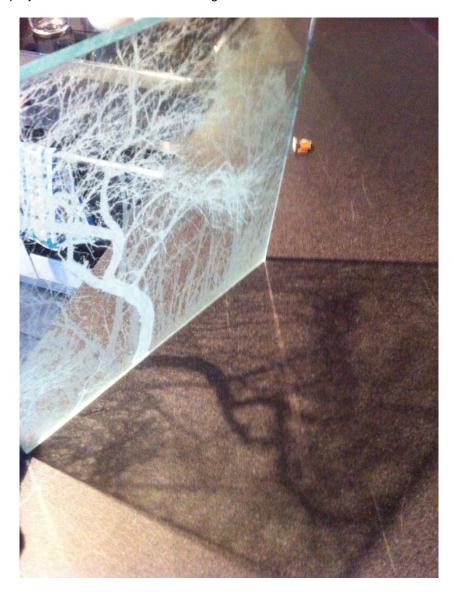


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The sun will project delicate shadows onto the ground....see below.



Glass is a durable, green material which at this thickness and "toughened" is very strong. Glass surrounds us; think of walking down a downtown street with all the glass storefronts.



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TIME LINE

Below is the preliminary time line for the work to be done after signing the contract:

Design and Planning: months 1-3

- · Purchase insurance
- Meet with the stakeholders and community members to get input about how this
 project might better reflect the wishes of the community. Take photographs of
 trees that are particularly well known and loved in the area.
- Have an engineer study the technical aspects of the design and make any necessary modifications
- Create the final designs and submit images for approval of the stakeholders
- · Arrange for this work to be in the fabrication schedule of my two main fabricators
- Have the fabrication drawings created and stamped by the engineer before being sent to the fabricators

Fabrication stage: months 4-10

- · Month 4 materials ordered, lighting fixtures ordered
- Month 7 50% completion documented by photographs submitted to the committee
- Month 10 100% completion documented by photographs submitted to the committee

Installation stage: months 11-12

- Month 11 obtain permits for sidewalk closure in the underpass and on the north side of the bridge, schedule the foundations to be poured, have electrical work roughed in ready for installation.
- Make arrangements for transport.
- Month 12 arrange for installation crews: stone, metal and electrical and supervise installation.
- · Test all systems for the lighting

PROPOSED FABRICATORS:

Engineer: Jon Drummond of Northwest consultants will be the engineer for the project. He has worked closely with Michael Nearing who has been the senior project manager for the Stadium Bridge project and is very familiar with all conditions in this area.

For the metal work: Michel Bernier, who has fabricated 10 of my major projects over more than 20 years. He is an exceptional fabricator from all standpoints: quality of workmanship, cost control and completing the job done on schedule.

For the glass work: Peters Studio. In the past four years, I have completed five major projects with them. They are renowned as one of the most prestigious art glass



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fabricators in the world, with enormous resources and staff as well as contacts in the glass fabrication world to bring projects in on time, within budget and at the very highest quality.

For the concrete foundation for the glass screens: Louis Wojtowicz. He has stressed the importance of putting plywood on the new sidewalks and his care in protecting them and any planting. He will remove all the dirt as part of his estimate.

I would recommend that the committee visit my web site www.widgery to see the over 45 projects pictured there. I believe the level of workmanship and materials shown in these projects is self evident.

MAINTENANCE

There is no maintenance required beyond a semi-annual pressure washing of the artwork. The glass panels may need to be cleaned twice a year depending on the conditions. It is difficult to calculate this cost as presumably the City of Ann Arbor has a bucket lift so that the tall panels can be cleaned. I estimate \$600 per washing. There will be salt spray on the glass panels in the underpass after the winter so I would recommend that these panels be washed in the spring and fall.

I have used LED lighting in nine projects and there had been no maintenance issues as the lights continue to function beautifully. LED lighting requires almost no maintenance as the bulbs last for years. The electrical cost of running them is minimal. I would include complete technical information about the lights at the time of project completion. We have included the cut sheets of the proposed fixtures in this document.

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100	A	В	C	D	E	F	G	H	1	J	K
1	PROPOSED CONSULTANT FEE	T 8 6 T-4				Legend and	Houly Rate	Year 2013/2	014)		
2	DETERMINATION BACKUP		-		19 30 10	Personnel C	ategory		Rate	111	
3						P = Principl	e, P.E.		\$0.00		
4	PROJECT: E. STADIUM BLVD. ART					PM = Project Manager, P.E.		P.E.	\$146.00		
5					8	PE = Engineer, PE			\$104.00	212	
6	CLIENT: CATHERINE WIDGERY					EI = Engineer, EI			\$63.00		
7	CONSULTANT: NORTHWEST CONSULTANTS, INC.		- == 1			FT = Field Technician			\$0.00	1212	
8	DATE: 1/7/2014					4					
9											
10	Task						Total	Direct	Total		
11	Description	P	PM	PE	EI	FT	Hours	Cost	Cost		
26											
27	UNDERPASS ELEMENT ANCHORS						1,27,123				
28	Calculate Loadings			2			2		\$208		
29	Research Available Products			2			2		\$208		
30	Design Anchors/Write Spec. for Manufactured Product			4	S -	8 4 4 4 5	4		\$416		
31	Coordination		2				2	4 4	\$292		
32	Sub-Total	0	2	8	0	0	10	\$0	\$1,124		
33											
34	UNDERPASS ELEMENT MEMBERS										
35	Calculate Loadings			2			2		\$208		
36	Analyze Provided Members for Loading			4			4		\$416	BALL	
37	Suggest 1 Alternative Member if Original Doesn't Pass		6 6.00	2			2		\$208		
38	Coordination		1 - 1	4-4-6	4 - 5		1		\$146		
39	Sub-Total	0	1	8	0	0	9	\$0	\$978		
40											
41			4				0				
47											

In my opinion I believe the construction cost for foundations for the 3 entrance structures (6 drilled shafts total) will be around \$30,000.

As for our engineering costs I've made the following assumptions:

- We will design/detail the Entrance Element Foundations
- We will check the Entrance Element Members as follows:
 - o You will provide us with structural element sizes & materials based on your judgment & preferences
 - o We will calculate loadings and check the members for those loads
 - o If an original member doesn't pass we will coordinate with you and make a suggestion for the final member
- For the Underpass Element Anchors we will:
 - o Compare a custom anchor design (built by your fabricator from commonly available hardware) with available pre-fabricated systems (that can be incorporated into your design)
 - o Coordinate with you on which method to proceed with
 - o Based on the results above either design the custom anchors, or write a special provision for the pre-fabricated anchor system
- We will check the Underpass Element Members as follows:
 - o You will provide us with structural element sizes & materials based on your judgment & preferences.
 - o We will calculate loadings and check the members for those loads
 - o If an original member doesn't pass we will coordinate with you and make a suggestion for the final member

See the attached spreadsheet for the assumed task list and their associated engineering costs. Let me know if you'd like me to add/remove anything to work within your budget. I'm completely flexible based on your needs/resources, so don't hesitate to let me know if you'd like to do something differently.

GLASMALEREI

Werkstätten für künstlerische Interpretation, Restaurierung & Denkmalpflege Studios for architectural glass design, artistic interpretation & restoration

PETERS STUDIOS

Glasmalerei Peters GmbH Am Hilligenbusch 23-25 D 33098 Paderborn

Ann Arbor

Date : 07.01.2014 Client : 20922

Shipping Project

Contact : Jan Wilhelm Peters Tel. : 0 52 51-16 097-18

Email : jan.w.peters@googlemail.com

Page :

ESTIMATE

Nr. N-13-00648

Project: ANN ARBOR

Pos. Nr. Description Length Width Amount Unitprice Total S (m) (m)

Entrance Elements

six entrance elements made out of three louvers of glass each. The laminated safety glass is made out of two tempered 6mm glasses. The glass is etched from both sides. Glass engraving and etching with a CO2 laser produces a frosted effect on the surface of the glass. Each element is 21" x 180" (53.3 cm x 457.2 cm) with a weight of approx. 73kg each.

each piece 18,00 piece 3.450,00 62.100,00 0

2. Underpath Wall elements

Five underpath elements made out of three elements of glass each. The laminated safety glass is made out of two tempered 6mm glasses. The glass is etched from both sides. Glass engraving and etching with a CO2 laser produces a frosted effect on the surface of the glass. Each element is 18" x 120" (45.7 cm x 304.8 cm) with a weight of approx. 41,9kg each.

each piece 30,00 piece 1.089,00 32.670,00 0

3. Shipping Costs

The glass will be shipped by ocean carrier

approx. 1,00 total 7.200,00 7.200,00 0

Sub-total 101.970,00



IBAN: DE 29 4726 0121 8608 7530 00 SWIFT: DGPBDE3M USD acc. Sparkasse PB-DT BIC: WELADE3LXXX IBAN: DE05 47650130 0039300280 CAD acc. Sparkasse PB-DT BIC: WELADE3LXXX IBAN: DE27 47650130 0039300272 GBP acc. Sparkasse PB-DT BIC: WELADE3LXXX IBAN: DE04 47650130 0039300298

ESTIMATE Nr. N-13-00648 Seite : 2 Datum : 07.01.2014

Pos. Nr. Description Length Width Amount Unitprice Total S (m) (m)

amount carried over 101.970,00

Payment within 30 days.	S	%-Satz	Netto	MwSt	subtotal	101.970,00 \$
	0	1	101.970,00		subtotal	101.970,00 \$
					additional costs	0,00 \$
					vat	0,00 \$
					total	101.970,00 \$



Volksbalik Paderbolin 600 8733 000 (BLZ 472 6012)
IBAN: DE 29 4726 0121 8608 7530 00 SWIFT: DGPBDE3M
USD acc. Sparkasse PB-DT BIC: WELADE3LXXX IBAN: DE05 47650130 0039300280
CAD acc. Sparkasse PB-DT BIC: WELADE3LXXX IBAN: DE27 47650130 0039300272
GBP acc. Sparkasse PB-DT BIC: WELADE3LXXX IBAN: DE04 47650130 0039300298

DESCRIPTION

Boca 696 is a compact 6.1/4 inch diameter in ground diminable LED turninaire. If comes with standard with either an integral 12V step down transformer or a low voltage fixture, in which case a remote low voltage transformer is required. The integral transformer allows the fixture to be connected directly to 120V, 230V, 230V, 277V at 347V line voltage (specify). The adjustable lamp assembly provides # 23° vertical filt and 360° horizontal rotation for gradision uplighting, wall washing or general illumination in constructed areas. Designed for recessed mounting in concrete, trick, atoms or dirt, it is suitable for drive over applications. Fixture is also suitable for recessed mounting in indoor or outdoor wood.

Caraleg #	Тура
Project	
Comments	Date
Prepared by	

SPECIFICATION FEATURES

A ... Material

Recessed neasing is constructed from comosion-resistant stainless steel. Trim ring and trim collar are die cest from corresion resistant solid brass. The trim ring and trim collar are also evaluable in machined stainless steel, mechined branza or mechined scoper.

B ... Finish

Solid crass, bronze, dopper or stamless steel trim ring and trim collar are unpainted to reveal the natural beauty of the material. Brass, bronze and copper will patina naturally over time. The brass trim ring and trim collar can also be painted a variety of standard colors or outlon colors as requested.

C ... Gasket

Recessed housing and frim ring are sented with a high temperature silicone n-ring guster to prevent water intrusion.

D ... Lens

Minimum 14* thick tempered glass lens, factory scaled with high temperature adhesive to prevent water intrusion and preakage due to thermal shock. Suitable for drive over applications up to 5000 pounds.

E ... Hardware

Stainless steel fundware is standard to provide meximum perosion-resistance.

F ... Socket

COOPER Lighting

Ceramic speket with 250° C Tellion Repaided lead wires and GUB.3 billion base.

G ... Electrical

When ordered as a line younge fixture, an integral 12V transformer is included for connection to 120V. 230Y, 240V, 277V, or 347V line veltage (spacify). Bottom of line voltage fixtures include two 1/2-14 NPSM brase female conduit finings for through wiring. When ordered as a low voltage forture, a remote. 12V transformer is required (not included). Sides of the low yorkege fixture include two 1/2-14 NPSM prass fernals conduit tittings 180" apart for through wiring, NOTE. nitial power fliaw on LED equipped futures is 15 writts. When sizing remote transformers use 15 wetts per LED fixture. Nominal power draw after start up a 5 watts or 10 watts accordingly.

H ... LED

LED modules are included and are available in four color temperatures (2700:3900;4000,5700) and three distributions is port narrow and flood). Both color temperature and distribution must be specified when ordering, see reverse side for details and cutalog logic.

I ... Labels & Approvals

UE and bUE listed, standard wet labet. Manufactured to 650 9001-2000 Quality Systems Standard, IBEW union made.

J ... Warranty

Lumière warrants its fixtures against defects in materiels & workmanship for three (3) years. Aux l'ary equipment such es transformers, ballasts and lamps carry the original manufacturer's warranty.

K ... Recessed Housing

Recessed housing is available to ship in advance of complete fixture for rough in purposes. Specify option 4.88 and order separately the accompanying recessed housing from below. Finish must be specified on recessed housing as this coller is permanently uttached and asseled to fine housing at the factory.

Une Vottage 696-NBR-xxx/12-BB Brass line voltage recessed nousing xxx specifies writege: 120.290,240, 277 or 347

696-NBZ xxx/12-88 Bronze line yoldaga recessed housing xxx specifies voltage: 120,230,240, 277 or 347

696-NCP xxx/12-88 Copper line voltage recessed housing xxx specifies voltage: 120,290,240, 277 or 347

896-NSS-xxxx12-BB Stainless steel line voltage recessed housing xxx.specifies voltage: 120,230,240, 277 or 347

696-yy-xxx/12-89
Palmed brass line voltage recessed housing
yy specific painted finish: BK, BZ, CS, VE, WT
xxx specifics voltage:
120,230,240, 277 or 347



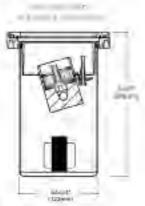
LUMIÈRE"

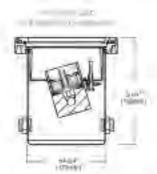
BOCA

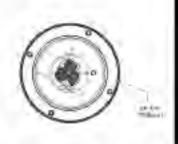
696

10W LED 6W LED Line Voltage w/ integral 12V transformer Low Voltage

Inground









Housing & Mounting - Medium Size

18 guada welded stast measuring 11 L x 7 W x #.5 H with 7 kinopiouts: Built in incurring stablet is designed for easy menalitation for both ali-planes of surface-mounting and supplies lim by two 3/8" threading rods. (Rods not included.) Standard finish is white powder cost.

Toroidal Transformer - Dual Tap (DT)

The QG Series Power Supply Center ublizes avo (2) phimary. tops (12V: £3V or 24V 25V) Leads may be connected to one (4) of the armary tace up to the full watt miling of the Power. Supply Center The advantage is that the FSC can be tapped to recover voltage drop and produce between 85% 100% light: number. See veltage drop calculator on dage 10.

Secondary Circuit

Protected by up to five magnetic circuit breakers, Appropriate sue to the feed load per N.E.C. Article 411 (not to exceed 25) amps per load). All wiring by a certified electrical contractor must be Class 1 compliant to N E.C. Chapter 3 available in 54 104 12 54 154 204 wid 254

Toroidal Choke

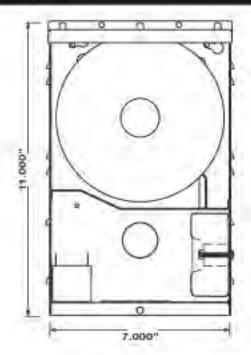
A Choke or Debuzzing Cor comes standard on every OSM unit to include noise and in-histropromit. Actions is especially: helpful when aimming

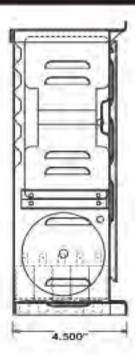
Mounting

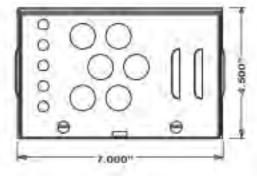
Standard - Explane surface mount

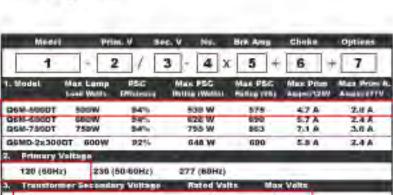
Standard Rod suspension (five 3/8) threaded rods)

NOTE Guspension roots are purchased separately and not from Q-Tran Inc



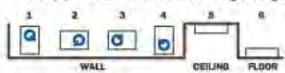






DEM SOCUT	500W	94%	538 W	575	47A	2.8 A
DENI-SBOOT	660W	250	626 W	650	5.7 A	2.4 A
95M-750DT	750W	54%	795 W	863	7.1.8	2.0 6
36MD-2×30	WOOD TOO	92%	648 W	680	5.8 A	2.4 A
Primary	Voltage		100			
120 (60)	(z) 236 (8	(0-60Hz)	277 (BBHz)			
Transfo	rmer Secondar	y Vultage	Rated Valte	. Mas	Volts	
12V			12 V	10	sv.	
24V			24 V	26	SV.	
Number	of Secondary	Brankers				
2	One to Five	Secondary (Breuft Brunhar	s can be u	ed	
	sry Breskers A	трегаде	_			
Amps	-	Max 12V Lon	d	Max	24V Lond	
5		BOW		1	28W	
10		120W		2	40W	
12.5		1,50W		3	WOO	
15		180W		3	WOR	
20		240W			WOR	
25		SDDM		- 6	waa	
Choke						
CKL	500W - 750V	W Chelke				
Options						
BK	Stack Fewd Shared Nor	er Coat Finis traf	· 0	nly availab	de on GRMD	
Ordens	g Example	A				
ORM - Ad	DOOT . 120 12	2425 ¥ CKI	ONE	the Twitte		

Six (6) - Plane Surface Mounting Design



LISTED

LOW VOLTAGE LIGHTING LUMINAIRE POWER SUPPLY CENTER

- SURFACE MOUNT ANY POSITION
- SUITABLE FOR DAMP LOCATIONS
- FOR SUPPLY CONNECTIONS USE WIRE RATED FOR AT LEAST 90 C. SUITABLE FOR INDOOR USE ONLY
- COMPLIES WITH N.E.C. ARTICLE 411
- COMPLIES WITH UL STANDARD 2108
- ISOLATION TOROIDAL TRANSFORMER
- USE DIMMERS RATED FOR MAGNETIC
- LOW VOLTAGE LOAD
- 50/60 CYCLE A.C. ONLY
- MADE IN THE U.S.A.

METAL ESTIMATE FROM MICHEL BERNIER

Tout l'inox sera en 316

Underpass
10 Fois
Tube 2X2X3/16
Plat 1/4X2 1/2
Plaques 1/4 pour la fixation
Passivation inclus
Avant taxes---2650.00/ch soit 26500.00 pour 10

Banners
12 fois
Tube 2X2X3/16
Plat 1/4X3
plaques 1/4 pour fixation
Passivation inclus
Avant taxes---2080.00/ch soit 24960.00 pour 12

Colonnes entrée 6 Fois Pattes tubes 4X4X1/4 Haut tube 2X4X3/16 Plat 3X1/4 Plaques au sol12X12X1/2 Passivation inclus Le bas et le haut sera démontable pour le transport Avant taxes---14750.00/ch soit 88500.00 pour 6

Les transports pour la passivation de toute les pièces sont inclus

Pour le matériel, les prix sont sujets à changement en tout temps selon la fluctuation du marché et sa disponibilité.

EXHIBIT B

Schedule of Compensation

Two payments will be made in the following amounts. The payments will be paid upon completion of the identified elements in the Scope of Services as set out in Exhibit A and upon receipt of invoices and evidence of completion from Artist. All payments are subject to the City's acceptance of the work invoiced, which acceptance shall be provided by the Contract Administrator. Payment shall be made within 30 days of acceptance.

First Payment

Upon execution of this agreement by all parties: \$3,000

Second Payment

Upon completion of all services specified in Exhibit A: \$5,248