

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
WIDGERY STUDIO, LLC
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. Scope: 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. City Review of Services: Artist's services under this agreement shall at all times be subject to the City's general review and approval. Artist shall

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. Independent Contractor: 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. No Authority to Bind City: 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. No Default: 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. Maintenance, Repairs, or Restorations: 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.

- F. Survival: The provisions of this section VIII shall survive the expiration or termination of this agreement.

IX. RISK OF LOSS; INSURANCE; INDEMNIFICATION

- A. Protective Measures: 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. Insurance: 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. Indemnification: 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. Breach: 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. Termination With or Without Cause: 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 maquettes.

- 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. Governing Law: 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

ARTIST:

Widgery Studio, LLC, a
Massachusetts limited liability
company.

By: 
Catherine Widgery, Manager

CF *and sole Member*

CITY OF ANN ARBOR, a Michigan
municipal corporation

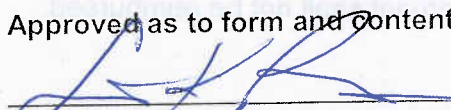
By: _____
John Hieftje, Mayor

By: _____
Jacqueline Beaudry, City Clerk


Steven D. Powers, City Administrator


Craig Hupy, Public Services Area
Administrator

Approved as to form and content

CF 
Stephen K. Postema, City Attorney

PROPOSAL

widgery studio

CATHERINE WIDGERY

Widgery Studio
PO Box 400452
Cambridge, MA 02140

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

ARBOR WINDS



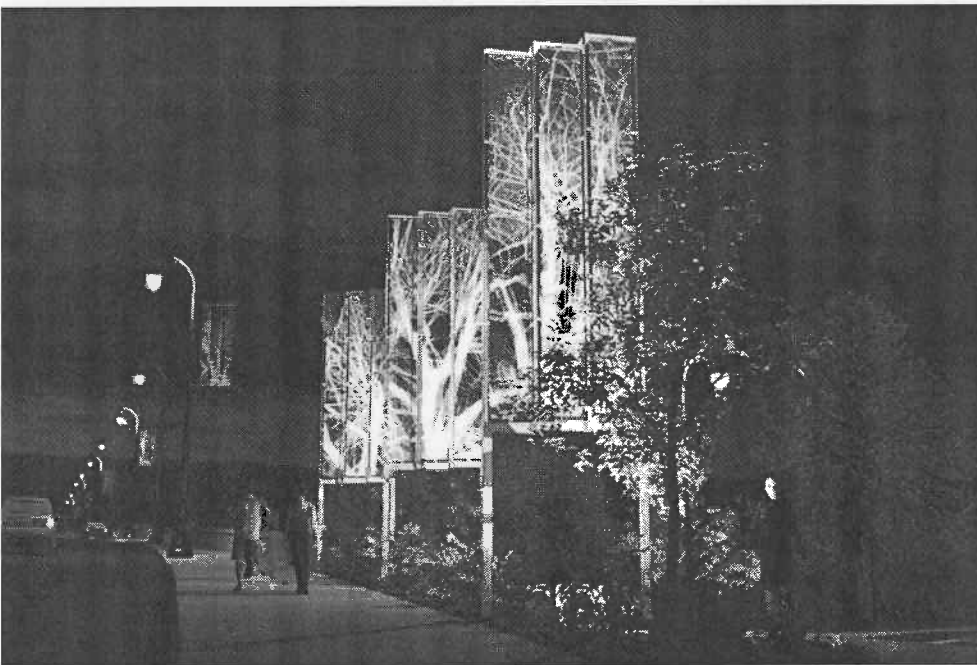
STADIUM BRIDGES PROJECT
CATHERINE WIDGERY
2014

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

widgery studio

ARCHITECTURE

INTERIOR DESIGN

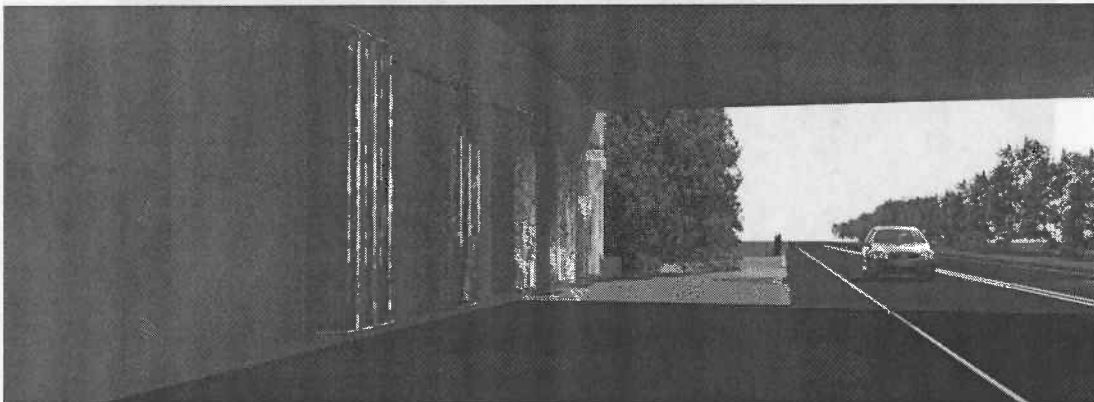
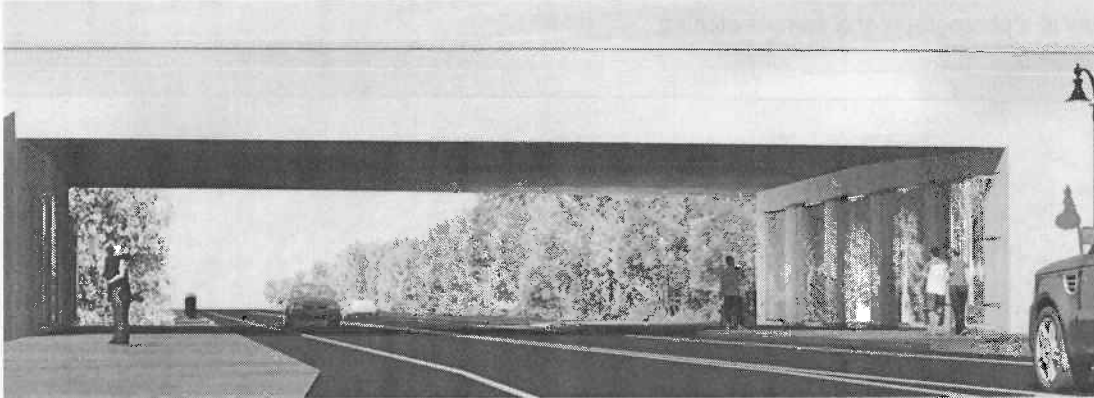
LANDSCAPE ARCHITECTURE

PLANNING & CONSULTING

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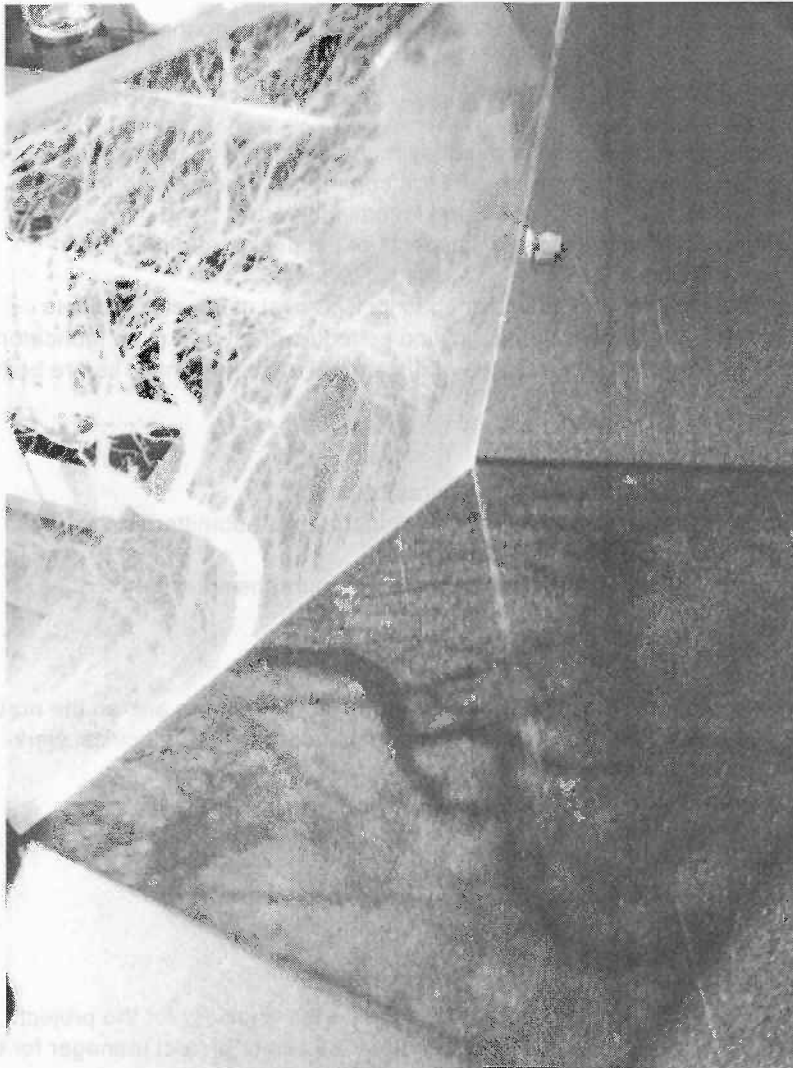
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The sun will project delicate shadows onto the ground....see below.



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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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.com 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.

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:
 - You will provide us with structural element sizes & materials based on your judgment & preferences
 - We will calculate loadings and check the members for those loads
 - 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:
 - 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)
 - Coordinate with you on which method to proceed with
 - 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:
 - You will provide us with structural element sizes & materials based on your judgment & preferences.
 - We will calculate loadings and check the members for those loads
 - 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.

ESTIMATE
N r. N - 13 - 00648

Seite : 2
 Datum : 07.01.2014

Pos. Nr.	Description	Length (m)	Width (m)	Amount	Unitprice	Total S
	amount carried over					101.970,00



Pos. Nr.	Description	Length (m)	Width (m)	Amount	Unitprice	Total S
001
002
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100

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


Anschrift / Address: Glasmalerei Peters GmbH, Am Hilligenbusch 23 - 25, D - 33098 Paderborn - Germany, Geschäftsführer: Wilhelm Peters, Christoph Sander, Jan Wilhelm Peters
Kommunikation / Communications: Fon: + 49 (0) 52 51 - 160 97 0, Fax: + 49 (0) 52 51 - 160 97 99, email: info@glasmalerei.de, Internet: www.glasmalerei.de, Internet: www.glass-art-peters.com, Ust.-Id.-Nr. DE 811660813, HRB 1279 Amtsgericht Paderborn
Bankverbindungen / Bank account: Sparkasse Paderborn-Detmold 1 041 433 (BLZ 476 501 30) IBAN: DE 81 4765 0130 0001 0414 33 BIC: WELADE3LXXX, Volksbank Paderborn 860 8753 000 (BLZ 472 601 21) 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

Q6M Model - Power Supply Center (PSC)

Q6M

Housing & Mounting - Medium Size

The Q6M is a medium size PSC with a 17.000" L x 7.000" W x 4.500" H with 17.000" depth. Built-in mounting bracket is designed for easy installation by both in-pliers if surface mounting and suspension by two 3/8" threaded rods (Rods not included). Standard finish is white powder coat.

Toroidal Transformer - Dual Tap (DT)

The Q6 Series Power Supply Center utilizes dual (2) primary taps (120V 13V or 24V 25V). Taps may be connected to one (1) of the primary taps up to the full watt rating of the Power Supply Center. The advantage is that the PSC can be tap out to its lower voltage drop and include between 65%-100% light output. See voltage drop data on page 10.

Secondary Circuit

Provided by up to five magnetic circuit breakers. Appropriate size for the feed load per N.E.C. Article 411 and to exceed 2" amps per load. All wiring by a certified electrical contractor must be Class 1 compliant to N.E.C. Chapter 9 available in Sec. 10A, 12.5A, 15A, 20A and 25A.

Toroidal Choke

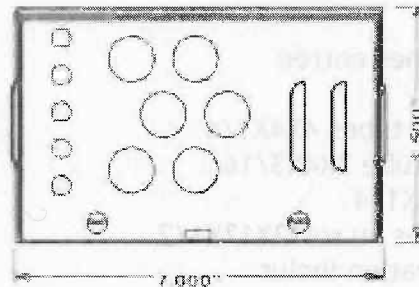
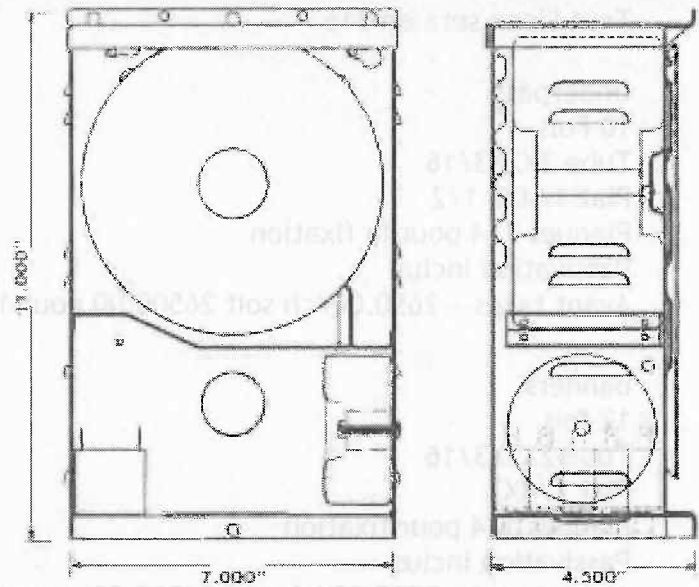
A Choke or "Bleeding Off" resistor attached to every Q6M unit to regulate noise and provide power without a secondary ballast when dimming.

Mounting

Standard - Surface or face mount

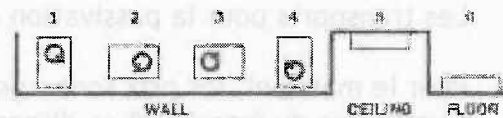
Standard - Rod suspension (two 3/8" threaded rods)


NOTE: Suspension rods are purchased separately and not from Q-Tran, Inc.



Model	Prim. V	Sec. V	No.	Brk. Amp	Options	Options
1	2	3	4	5	6	7
1. Model	Max Load Load Watt	Efficiency	Max PSC Watts (PSC)	Max PSC Watts (PSC)	Max PSC Amps (PSC)	Max Prim. A. Analog/TV
Q6M-400DT	400W	84%	410 W	475	4.7 A	2.0 A
Q6M-450DT	450W	84%	470 W	550	5.7 A	2.4 A
Q6M-750DT	750W	84%	795 W	925	9.2 A	3.0 A
Q6MD-2x200DT	800W	82%	810 W	680	5.8 A	2.4 A
2. Primary Voltage						
	120 (60Hz)	230 (50/60Hz)	277 (60Hz)			
3. Transformer Secondary Voltage - Rated Volts - Max Volt						
	12V	13V	24V	25V		
4. Number of Secondary Breakers						
	One to five Secondary Circuit Breakers can be used					
5. Secondary Breakers Ampage						
	Amps	Max 12V Load	Max 24V Load			
	5	60W	120W			
	10	120W	240W			
	12.5	150W	300W			
	15	180W	360W			
	20	240W	480W			
	25	300W	600W			
6. Choke						
	CR-L	50W - 750W Choke				
7. Options						
	BR	Blank Powder Coat Finish	*Only available on Q6MD			
	BN	Black Powder Coat Finish				
Ordering Example						
	Q6M-400DT	- 120/12 - 2x25 + CR-L	Only for 24 25A			

Six (6) - Plane Surface Mounting Design



LISTED  **US**

**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.

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