REQUEST FOR QUOTES

CUBE & CO.
PO Box 492
Lafayette, IN 47902

Phone (765) 269-4321
mswann@cubeandco.com

PROJECT: City of West Lafayette
Bridge Illumination

QUOTES DUE: Tuesday October 13, 2015
8:30 AM

QUOTE TO: Redevelopment Commission
C/O Clerk-Treasurer.
711 W. Navajo St.
West Lafayette, IN 47906

OWNER: City of West Lafayette
Redevelopment Commission
222 N. Chauncey Ave
West Lafayette, IN 47906

OWNER'S REP Cube & Company, Inc
302 Ferry Street, Suite 101
Lafayette, IN 47901

SCOPE OF WORK

This bid package consists of all work required to complete the installation associated with the two (x2) Bridge Illumination projects including equipment, materials and labor. These items include but are not limited to:

- Coordinate with local electrical utility to provide new metered electrical service to be located near each bridge location.
- Furnish and install new 100amp 120/240v single phase NEMA 3R electrical panel near new metered service at each bridge location and mount on a concrete and unistrut structure.
- Install new electrical circuits from electrical panel to light fixtures located on the underside of bridge deck at both locations. All conduits to be GRC.
- Furnish and install all new LED fixtures (as shown in each "Design and Photometrics" document prepared by ESL Spectrum), controller, timer and override control to me mounted adjacent to new NEMA 3R panel.
- Coordinate all required installations with the Owner and/or Owner's Representative.
- Provide Owner training and system start-up.

Bridge Location # 1: Soldiers Home Road / State Rd 52
Bridge Location # 2: Northwestern Avenue / State Rd 52

It shall be the responsibility of the vendor providing the quote to inform themselves of the actual site conditions within and around which the scope of this project will be performed.

Any and all associated permits are the responsibility of the Contractor submitting the quote.

INSURANCE

A. GENERAL

1. Contractor shall procure and maintain during the life of this contract and until final acceptance of the work the insurance specified in this Article. Such insurance shall be subject to the following conditions:

   a) Contractor shall furnish to Owner its Certificate(s) of Insurance, submitted in the format of the standard ACORD form, required coverage for Owner's approval prior to commencement of the work. Such certificate(s) shall clearly identify the project name and all coverage's and special conditions as required by this article. The City of West Lafayette and Cube & Company Inc., shall be named as Certificate Holder and Additional Insured on the certificate.

   b) Owner may, at his discretion, require Contractor to furnish the actual policies for inspection.

   c) All policies shall be underwritten by companies:
      (1) authorized to do business in the State of Indiana;
      (2) acceptable to Owner.

   d) Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in either coverage or limits until thirty (30) days prior written notice has been received by Owner via certified mail.

   e) Owner shall not be liable to any person for the failure of Contractor or any Subcontractor to carry any insurance specified or to furnish proof of such coverage to Owner.

B. SCOPE OF COVERAGE

1. Coverage shall be at least as broad as:

   a) Commercial General Liability policy insuring all operations by or on behalf of Contractor and including coverage for:
      (1) Premises and operations
      (2) Products and completed operations
      (3) Contractual liability insuring the obligations assumed by Contractor under this contract

(4) Personal injury liability
(5) Broad form property damage
(6) Explosion, collapse and underground (XCU)

b) Automobile Liability insurance covering all owned, hired and non-owned vehicles.

(1) NOTE: If Contractor's general liability insurance is provided by the Commercial General Liability form, Contractor's automobile liability insurance policy shall include coverage for contractual liability.

c) Worker's Compensation and Employer's Liability coverage as required by the laws of the State of Indiana.

C. COVERAGE LIMITS

1. Contractor shall maintain liability limits of not less than the following:

a) General Liability
(1) If insured under Commercial General Liability form: $1,000,000 each occurrence, bodily injury and property damage; $1,000,000 personal and advertising injury; $1,000,000 products and completed operations aggregate; $1,000,000 general aggregate.

b) Automobile Liability
(1) $1,000,000 combined single limit, per accident, for bodily injury and property damage.

c) Worker's Compensation
(1) As required by law.

d) Employer's Liability
(1) $100,000 Bodily injury by accident, each accident $100,000 Bodily injury by disease, each employee.
(2) $500,000 Bodily injury by disease, aggregate.

2. Contractor may substitute lower limits for any policy listed above, provided that Contractor maintains umbrella or excess liability coverage which provides a total minimum limit of $2,000,000 each for auto liability and general liability and under which all other requirements of this insurance clause are satisfied.

Proof of insurance listing the City of West Lafayette and Cube & Company Inc., as additional insured must be submitted to the Owner prior to mobilization.

INSTRUCTIONS TO CONTRACTORS

SUBMISSION OF QUOTES

a. Each Contractor shall submit their quote on the form enclosed.

b. Quotes shall be submitted sealed and by mail to:

Redevelopment Commission
C/O Clerk-Treasurer.
222 N. Chauncey Ave
West Lafayette, IN 47906

c. Quotes shall be clearly labeled with the project description and marked CONFIDENTIAL. Bids can be hand delivered or submitted by mail and need to be received prior to the established deadline.

d. The quote amount shall be deemed to include the entire cost and expense of every item of labor, material and equipment to complete the work described in the Contract Documents. Upon completion, the project shall be ready for the intended use with no outstanding items. The successful contractor assumes the risk of all such costs and expenses required to accomplish this work. There will not be extra payment given to the vendor/contractor for conditions that could have been foreseen by a thorough examination of the project site and all Contract Documents.

e. Quotes must be signed by a duly authorized officer of the company unless a power-of-attorney evidencing authority to sign on their behalf is included with the bidding documents.

f. Contractor shall direct all inquiries to the Owner's Representative if they have any question as to the meaning or intent of any of any item contained in the Contract Documents. All inquiries must be in writing and must be received at least 48 hours prior to quote due date. Any determination or modification to the Contract Documents will be made by addendum and distributed to all bidders of record. The Owner's Representative is:

Cube & Company Inc.
P.O. Box 492
Lafayette, IN 47902
(765) 269-4321
Attn: Mike Swann
Email: mswann@cubeandco.com

g. Each Contractor shall make their own quantity estimate and not rely on stated quantities contained in the Contract Documents.

h. It shall be the Contractors responsibility to inform themselves of the actual site conditions within and around which the scope of this project will be performed. Bidders can make arrangements with the Owner's Representative for job site access.

i. All permit and application fees will be paid by the Contractor. It will be the successful contractors responsibility to make application for and comply with the regulations of any required permits.

j. Quotes shall be based on the following schedule:

October 13, 2015	Bids due @ 8:30AM
October 31, 2015	Notice to proceed
December 31, 2015	Installations to be completed

k. Quote submission shall include:

   i. Quote Form

l. The successful Contractor will be required to execute and deliver to the Owner the following documents:

   i. Three original copies of the Contract within 5 days of notice to proceed.
   ii. Insurance certificates acceptable to the Owner.

Construction Documents Include:

- Cube & Company's Sample Contract.
- Cube & Company's Sample Contract Addendum # 1
- Cube & Company's Sample General Conditions.
- Location # 1 Design & Photometrics, prepared by ESL Spectrum.
- Location # 1 Design & Photometrics, prepared by ESL Spectrum.
- Light Fixture Spec Sheet
- Bridge Location Document

QUOTE FORM

Cube & Company Inc.
PO Box 492
Lafayette, IN 47902

Phone (765) 269-4321
mswann@cubeandco.com

PROJECT:	City of West Lafayette Bridge Illumination
QUOTES DUE:	Tuesday October 13, 2015 8:30 AM
QUOTE TO:	Redevelopment Commission C/O Clerk-Treasurer. 711 W. Navajo St. West Lafayette, IN 47906
OWNER:	City of West Lafayette Redevelopment Commission 222 N. Chauncey Ave West Lafayette, IN 47906
OWNER'S REP	Cube & Company, Inc 302 Ferry Street, Suite 101 Lafayette, IN 47901

City of West Lafayette

Bridge Illumination

Cube Project No. 1410

The undersigned, having visited the Project site and having become familiar with conditions thereof and having examined and become fully cognizant of Construction Documents, Drawings and General Conditions and all Addenda issued thereto, herby agrees to furnish labor, materials, equipment, fixtures, and incidentals required for the Bridge Illumination Project associated with the scope included in this package bid in conformance with the intent of the Construction Documents. Pursuant to these requirements, the undersigned submits the following quote(s), which include all applicable taxes, overhead and profit for the entire scope of the Bridge Illumination project.

CUBE
& COMPANY

Base Quote - Bridge Location # 1 (Soldiers Home Rd / State Rd 52)

$_____

Base Quote - Bridge Location # 2 (Northwestern Ave / State Rd 52)

$_____

TIME OF COMPLETION

The undersigned agrees to have work covered by this proposal completed and ready for use by the Owner on or before December 31, 2015.

We acknowledge receipt of the following addenda:

ADDENDUM #____ DATED ___ / ___ / ___

ADDENDUM #____ DATED ___ / ___ / ___

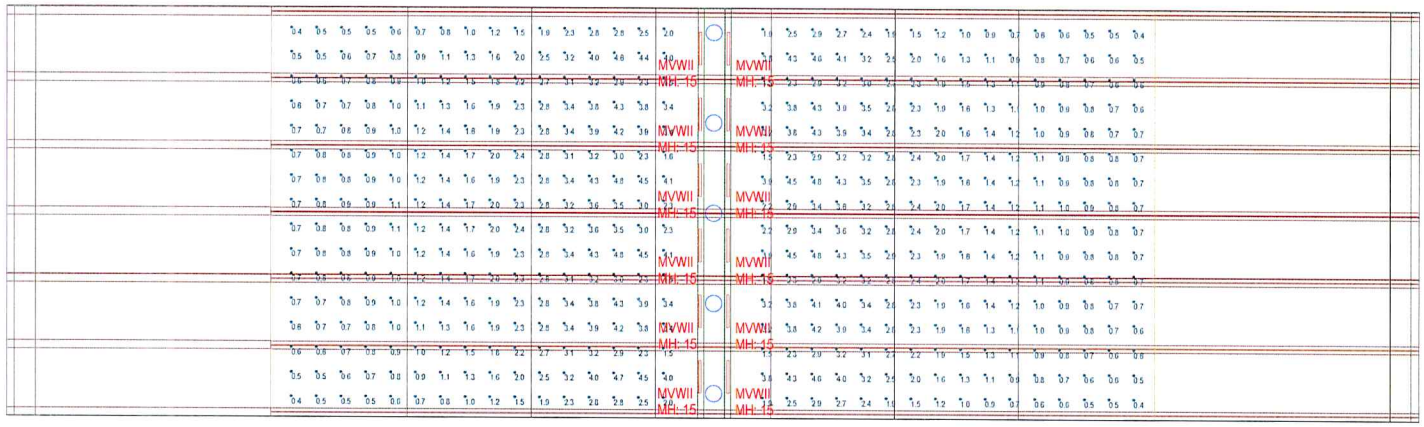
ADDENDUM #____ DATED ___ / ___ / ___

ADDENDUM #____ DATED ___ / ___ / ___

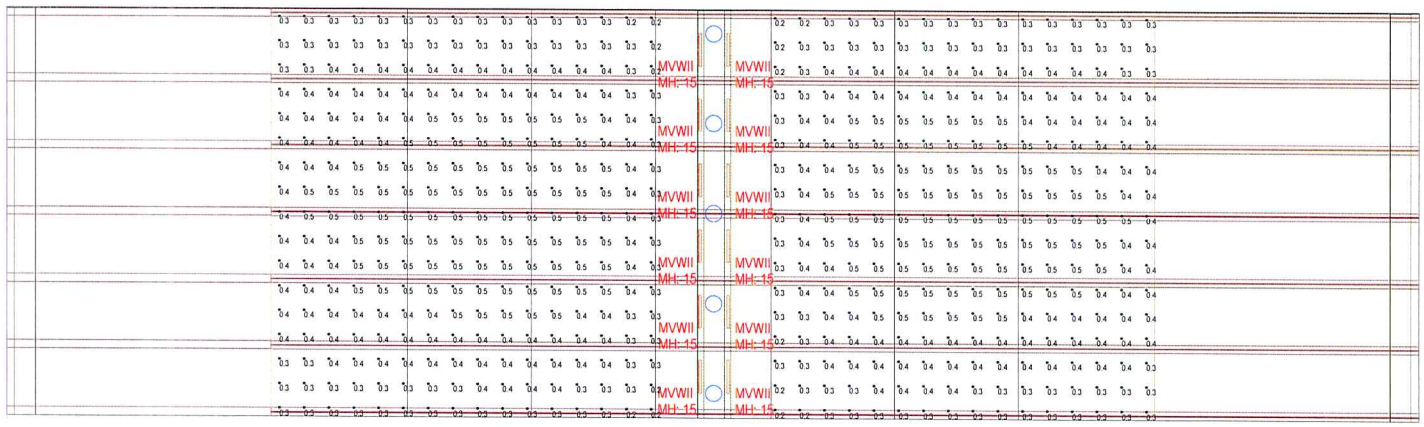
Contractor_____

By _____ Title _____

Date_____



PLAN VIEW - BEAM POINTS
Scale: 1 inch= 5.333 Ft.



PLAN VIEW - GRADE POINTS
Scale: 1 inch= 5.333 Ft.

PHOTOMETRIC PLAN DESIGNED BY ESL-SPECTRUM
WWW.ESL-SPECTRUM.COM
PHONE: 317.951.2300

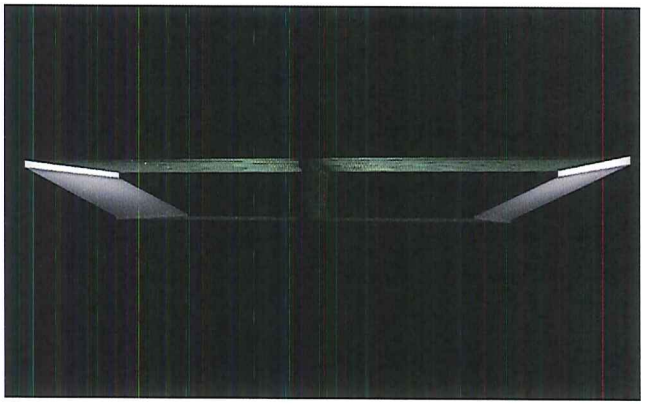
Luminaire Schedule							
Project: 20150245-TB HIGHWAY 52 BRIDGE OVERPASS WEST LAFAYETTE - LIGHTING							
Symbol	Qty	Label	Arrangement	Lum. Watts	Lum. Lumens	LLF	Description
	12	MVWII	SINGLE	85.19	2033	0.800	MVW_17_RGB_15_U_CES_48_INT-1_W

CALCULATIONS ARE MAINTAINED HORIZONTAL ILLUMINANCE FIGURES IN FOOT-CANDLES
POINTS SHOWN ARE AT GRADE & OVERPASS SURFACES
FIXTURES ARE MOUNTED 15'-0" A.F.G.

Calculation Summary							
Project: 20150245-TB HIGHWAY 52 BRIDGE OVERPASS WEST LAFAYETTE - LIGHTING							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Bottom of Beams	Illuminance	Fc	1.92	4.8	0.4	4.80	12.00
Street @ Grade	Illuminance	Fc	0.40	0.5	0.2	2.00	2.50

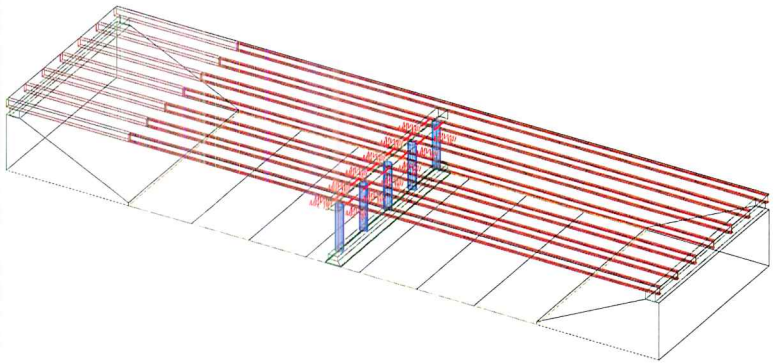
ESL-Spectrum's services are for estimation purposes only, and are not warranties.
Final design and illumination levels must be determined and specified by an electrical engineer.
Field results may differ from computer predictions because of many uncontrollable factors and adverse test conditions such as:
line voltage variances, lamp performance, product manufacturing tolerances, jobsite conditions, and other unrecoverable light loss factors.

THE FIXTURE TYPE(S) AND LAMPING(S) SPECIFIED ON THIS LAYOUT MUST BE USED IN ORDER TO MEET THE EXACT CRITERIA AND PERFORMANCE DATA SHOWN.
IES RECOMMENDED ILLUMINANCE TARGETS USED WHERE APPLICABLE.

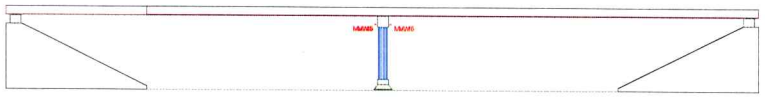


ESL/SPECTRUM
LIGHTING / CONTROLS / DESIGN

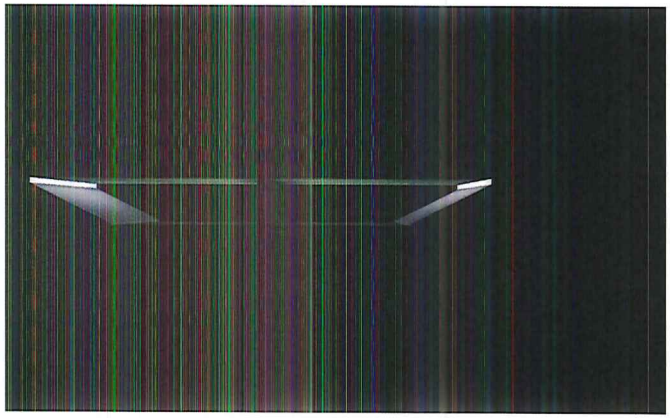
HIGHWAY 52 BRIDGE OVERPASS LIGHTING - WEST LAFAYETTE

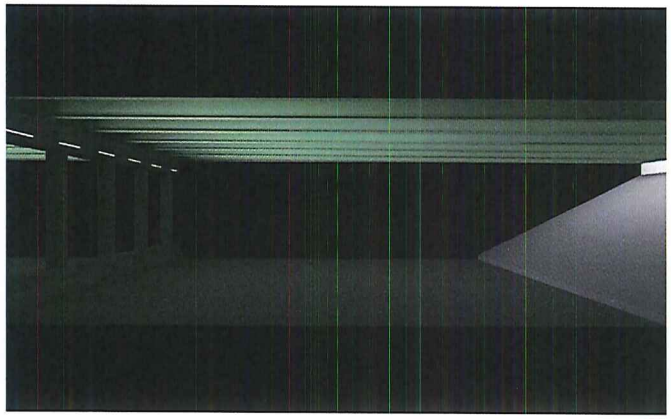


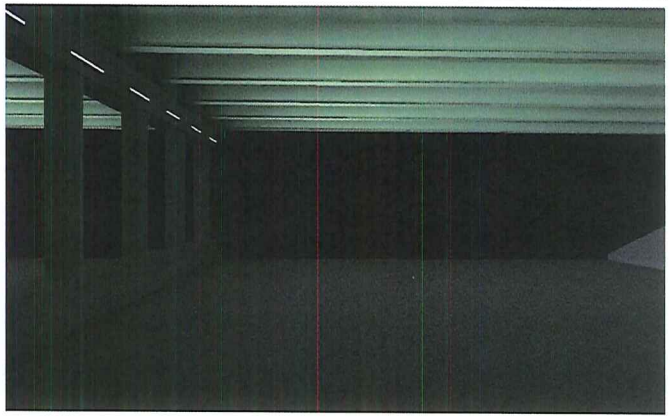
ISO VIEW
Scale: 1 inch= 10 Ft.



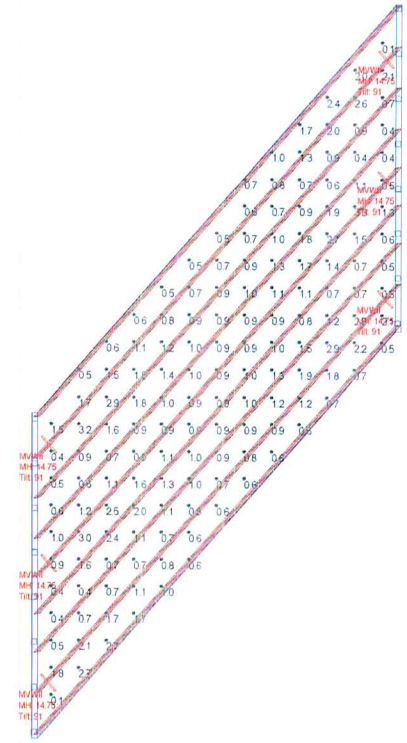
ELEVATION
Scale: 1 inch= 10 Ft.



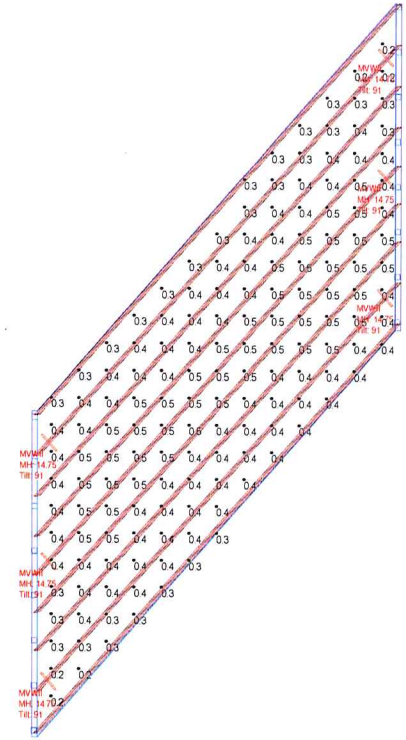




ESL/SPECTRUM
LIGHTING / CONTROLS / DESIGN



PLAN VIEW - BEAM POINTS
Scale: 1 inch= 8 Ft.



PLAN VIEW - GRADE POINTS
Scale: 1 inch= 8 Ft.

PLAN VIEW - GRADE POINTS
Scale: 1 inch= 8 Ft.

PHOTOMETRIC PLAN DESIGNED BY ESL-SPECTRUM
WWW.ESL-SPECTRUM.COM
PHONE: 317.951.2300

Luminaire Schedule							
Project: 20150290-TB LAFAYETTE BRIDGE - LIGHTING							
Symbol	Qty	Label	Arrangement	Lum. Watts	Lum. Lumens	LLF	Description
	6	MVWII	SINGLE	85.19	2033	0.800	MVW_17_RGB_15_U_CES_48_INT-1_W_LV

CALCULATIONS ARE MAINTAINED HORIZONTAL ILLUMINANCE FIGURES IN FOOT-CANDLES
POINTS SHOWN ARE AT GRADE & OVERPASS SURFACES
FIXTURES ARE MOUNTED 14'-9" A.F.G.

Calculation Summary							
Project: 20150290-TB LAFAYETTE BRIDGE - LIGHTING							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Bottom of Beams	Illuminance	Fc	1.15	3.3	0.1	11.50	33.00
Grade	Illuminance	Fc	0.41	0.5	0.2	2.05	2.50

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Final design and illumination levels must be determined and specified by an electrical engineer.
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line voltage variations, lamp performance, product manufacturing tolerances, jobsite conditions, and other unrecoverable light-loss factors.

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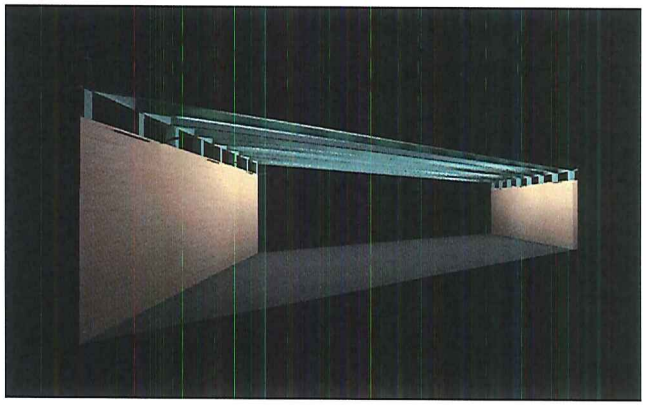
IES RECOMMENDED ILLUMINANCE TARGETS USED WHERE APPLICABLE.

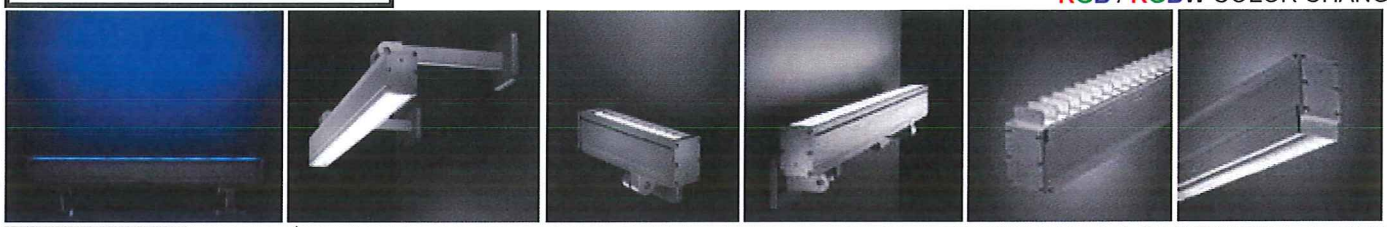


ESL/SPECTRUM
LIGHTING / CONTROLS / DESIGN

EXTERIOR ARCHITECTURAL
LED LINEAR LIGHTING

MEDLEY® VIEW II

RGB / RGBW COLOR CHANGING



ITEM	SPECIFICATION					
LIGHT SOURCE	6W/FT, 9W/FT, 12W/FT, 17W/FT					
DISTRIBTION	BEAM ANGLES	7°, 15°, 30°, 45°, 100°				
	COLOR	RGB, RGBW, RGBWWA, RGB+W				
OUTPUT		RGB (COLOR CHANGING) (4 foot fixture)				
	- TOTAL POWER CONSUMPTION (W/ft) - LUMENS - EFFICACY (lm/W) - MAX CANDELA (CD / m²)	FIXTURE / WATTAGE	OPTICS	LUMENS	EFFICACY	MAX CANDELA
		9 (12.1 W/ft)	12°	1044	22 lm/W	5104
		17 (18.9 W/ft)	7°	2247	30 lm/W	25313
	LUMEN MAINTENANCE	RGB: 75,000 hrs L70				
ELECTRICAL	AC LINE VOLTAGE	120V OR 277V				
	POWER SUPPLY	INTEGRAL TO THE LUMINAIRE				
CONTROL	DMX Ready					
PHYSICAL	HOUSING	Aluminum extrusion with cast aluminum end caps, powder-coat finish				
	DIMENSIONS	HEIGHT X WIDTH X LENGTH: 3-7/8" X 2-3/4" X 12"/ 24" / 36" / 48"				
	LENS	Tempered glass				
	OPERATING TEMPERATURE	-20° C to 40° C				
CERTIFICATION	CERTIFICATION	ETL approved for wet locations (pending)				
WARRANTY	5 YEAR	Limited				
All MEDLEY® products are tested to IES LM-79, LM-80 and ANSI C78.377A standards						

6W & 9W RGB Tri-chromatic

- Superior color saturation
- Eliminates individual colored dots (red dot, green dot & blue dot)

6W RGB

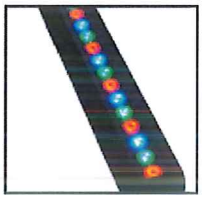
- Low wattage RGB
- Ideal for exterior cove, wash or direct view applications

9W RGB

- Ideal for line of site architectural applications to enhance the wall/façade

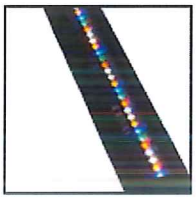
17W RGBW Discreet

- Individual colored diodes (red, green, blue and white) for maximum peak candela
- Ideal for large facades/walls



17W RGB Discreet

- Individual colored diodes (Red, Green & Blue) for maximum peak candela
- Ideal for large facades/walls.

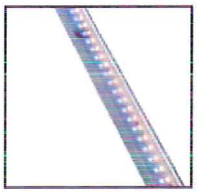


12W RGBWWA

- Delivers the complete color spectrum by combining red, green, blue, cool white, warm white and amber
- The perfect choice when for a smooth algorithm and a full spectrum.

17W RGBW Quad-Chromatic

- Ideal for line of site architectural applications to enhance the wall/façade
- Added white component



12W RGB+W

Delivers 76 lumens per watt (6 w/ft) of white light for general lighting with the added benefit of the RGB-tri chip (6 w/ft)

Ideal for archi-tainment, coves and accent lighting

INSIGHT

RoHS COMPLIANT

5 Year Limited Warranty

made in USA

Tel: 505-345-0888
www.insightlighting.com

EXTERIOR ARCHITECTURAL
LED LINEAR LIGHTING

MEDLEY® VIEW II

RGB / RGBW COLOR CHANGING

PREFIX	WATTS /FT	COLORS	OPTICS
MVWII MEDLEY VIEW II	**RGB COLOR CHANGING**		
	6	RGB Tri-chromatic	100°
	9	RGB Tri-chromatic	12° 20° 100°
	9W RGB is shipped as fixture control. Contact factory for foot/board control.		
	17	RGB Discreet	7° 15° 30° 45° 100°
	RGB+W COLOR CHANGING		
	12	RGB+W Tri-chromatic	100°
	6W RGB (tri-color) + 6W 40K (fixture control only)		
	RGBW COLOR CHANGING		
	17	RGBWd Discreet	7° 15° 30° 45° 100°
	17W RGBW (discreet): red, green, blue, 57K white		
	17	RGBW Quad-chromatic	10° 30° 100°
	17W RGBW (quad-color): red, green, blue, 40K white		
	RGBWWA COLOR CHANGING		
	15	RGBWWA Discreet	18° 42° 100°
	RGBWWA (discreet): red, green, blue, 35K white, 65K white & amber		

MOUNTING OPTION	FIXTURE LENGTH	VOLTAGE/ WIRING METHOD	CONTROLS	FINISH	OPTIONS
CONCEALED WIRE MOUNTINGS **SMSCW** = Surface **EASCW6** = 6" Extended Arm **EASCW12** = 12" Extended Arm **EASCW18** = 18" Extended Arm **CDSCW** = Conduit Mount	12" 24" 36" 48"	**INT1** = 120V integral power **INT2** = 277V power supply **ACV1** = 120V feed thru wiring for end-to-end fixture connection * **ACV2** = 277V feed thru wiring for end-to-end fixture connection *	**DMX** = DMX control protocol # # All color changing products require a DMX controller for proper mixing. Must order separately.	**TW** Textured White **TBL** Textured Black **TBR** Textured Bronze **TN** Textured Natural **TS** Textured Sandstone **CC** Custom Color # #Contact factory, additional charges will apply	**VS** = Visor ** **LV** = Louver ** ** Visor & Louver are field installable and cannot be combined. See page 10 for details. **WL** = White diffusing lens (to be used with 100° optics only) **CRF** = Corrosion Resistant Finish Corrosion Resistant Finish is recommended for coastal or extreme exterior environments
EXPOSED WIRE MOUNTINGS **SMS** = Surface Mount **EAS6** = 6" Extended Arm **EAS12** = 12" Extended Arm **EAS18** = 18" Extended Arm **FMS** = Fixed Mount **CDS** = Conduit Mount	24" 36" 48" 12" fixtures are not available with exposed wire mounting options	**INT1** = 120V integral power **INT2** = 277V power supply **ACV1** = 120V feed thru wiring for end-to-end fixture connection * **ACV2** = 277V feed thru wiring for end-to-end fixture connection * Exposed wire mounting options with ACV1, ACV2 require an AC jumper cable at the beginning of a fixture run. See below.			
		Load not to exceed 16 amps for all wiring methods			

- All Color Changing products require a DMX programmer for proper mixing. Must order separately #
- For DMX controls, please refer to www.insightlighting.com/products. php?family=LED%20Controls
- One LPT DMX Programming Tool is required for field re-addressing of factory DMX settings. See below.

DMX DISTRIBUTION & PROGRAMMING KIT - REQUIRED FOR ALL COLOR CHANGING AND ACTIVE WHITE LIGHT INSTALLATIONS

CATALOG NUMBER	DESCRIPTION
LPT	**DMX PROGRAMMING TOOL** One LPT is required for field re-addressing of factory DMX settings.
CDS-A	**DMX DISTRIBUTION KIT ONLY (3 OUTPUTS)** **CDS-A** consists of three outputs. Each output accommodates up to 32 fixtures in INT/REM wiring methods and unlimted fixtures in ACV wiring method. Four terminators are included for use as required.

For installation guidelines, please refer to the CDS DMX Splitter specification sheet: **www.insightlighting.com/pdfs/specs/CDS%20Spec%20Sheet.pdf**

JUMPER CABLES FOR EXPOSED WIRE MOUNTING OPTIONS WITH ACV1 OR ACV2 - ORDER SEPARATELY

ACV WIRING METHOD WITH EXPOSED WIRE MOUNTING OPTIONS
- An AC Jumper is required with each fixture run for connection from fixture to j-box.
- ACV WIRING METHOD allows for end-to-end fixture connection without additional jumpers. If fixtures are not mounted in an end-to-end continuous manner, AC jumpers are required.

CATALOG #	DESCRIPTION	CATALOG #	DESCRIPTION
ACJ-2	2' AC POWER/DATA JUMPER	ACJ-10	10' AC POWER/DATA JUMPER
ACJ-5	5' AC POWER/DATA JUMPER	ACJ-25	25' AC POWER/DATA JUMPER

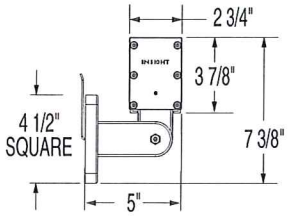
EXTERIOR ARCHITECTURAL
LED LINEAR LIGHTING

MEDLEY® VIEW II

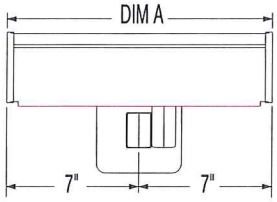
RGB / RGBW COLOR CHANGING

SMSCW - SURFACE MOUNT, CONCEALED WIRE

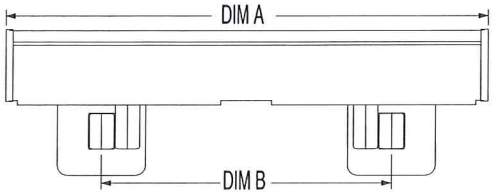
LEFT SIDE VIEW



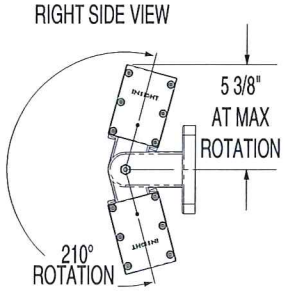
FRONT VIEW - 12" FIXTURE



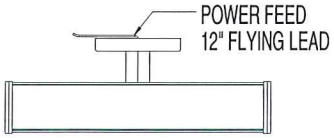
FRONT VIEW - 24" - 48" FIXTURES



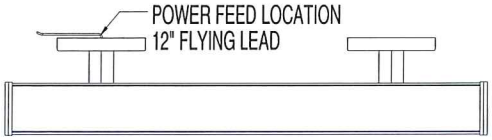
RIGHT SIDE VIEW



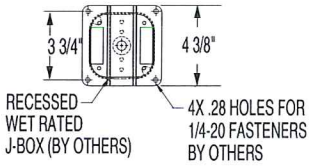
TOP VIEW - 12" FIXTURE, INT1, INT2



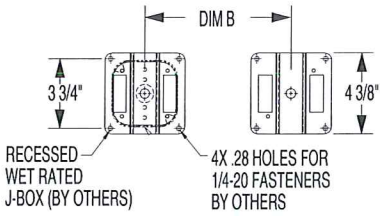
TOP VIEW - 24" - 48" FIXTURES, INT1, INT2



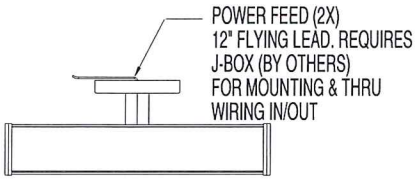
MOUNTING DETAIL - 12" FIXTURE, INT1, INT2



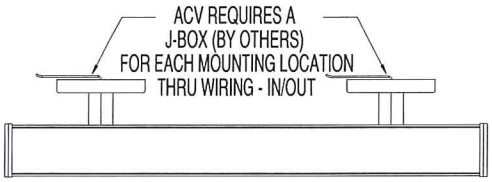
MOUNTING DETAIL - 24" - 48" FIXTURES, INT1, INT2



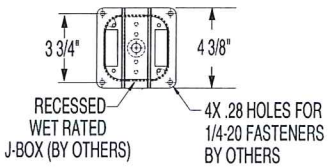
TOP VIEW - 12" FIXTURE, INT1, INT2



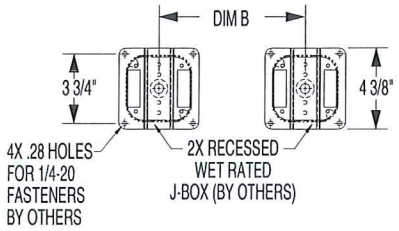
TOP VIEW - 24" - 48" FIXTURES, ACV1, ACV2



MOUNTING DETAIL - 12" FIXTURE, ACV, ACV2



MOUNTING DETAIL - 24" - 48" FIXTURES, ACV1, ACV2



Fixture Length	12"	24"	36"	48"
Dim A	14"	24-3/4"	36-3/4"	48-3/4"
Dim B	N/A	14-7/8"	26-7/8"	38-7/8"

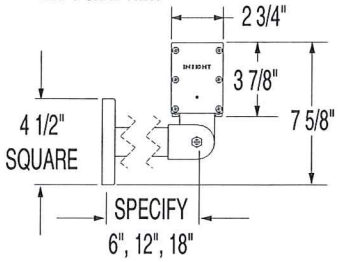
* Mounting dimensions tolerance +/- 1/2" variation may result in an unbalanced fixture

MEDLEY® VIEW II

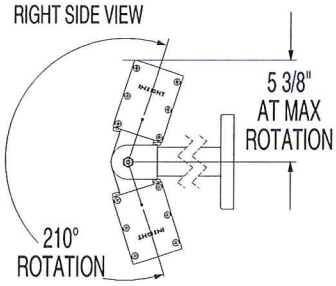
RGB / RGBW COLOR CHANGING

EASCW - EXTENDED ARM MOUNT, CONCEALED WIRE

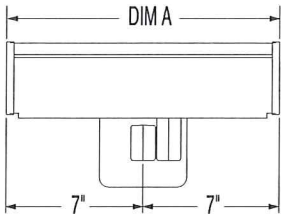
LEFT SIDE VIEW



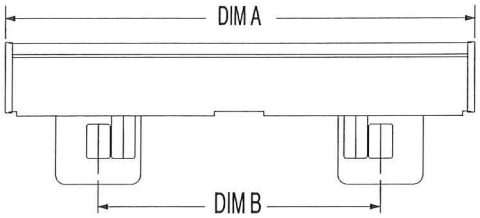
RIGHT SIDE VIEW



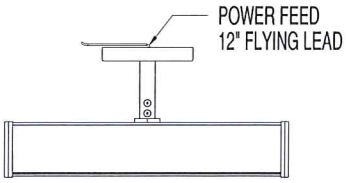
FRONT VIEW - 12" FIXTURE



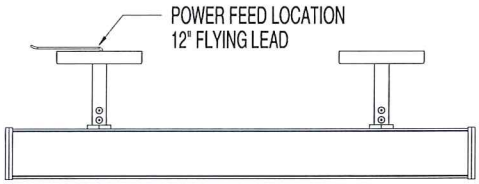
FRONT VIEW - 24" - 48" FIXTURES



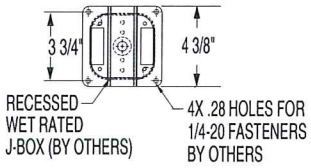
TOP VIEW - 12" FIXTURE, INT1, INT2



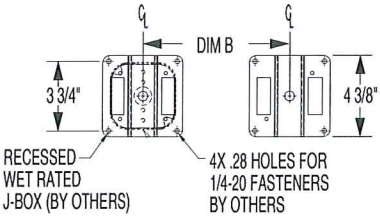
TOP VIEW - 24" - 48" FIXTURES, INT1, INT2



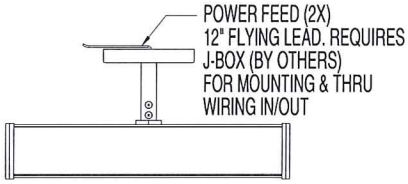
MOUNTING DETAIL - 12" FIXTURE, INT1, INT2



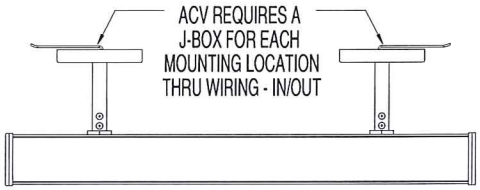
MOUNTING DETAIL - 24" - 48" FIXTURES, INT1, INT2



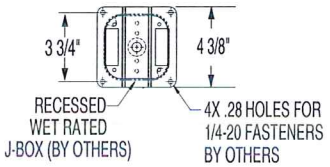
TOP VIEW - 12" FIXTURE, INT1, INT2



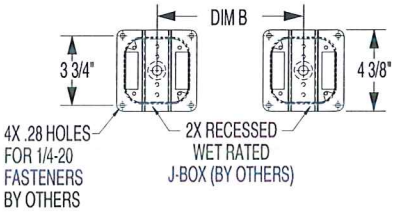
TOP VIEW - 24" - 48" FIXTURES, ACV1, ACV2



MOUNTING DETAIL - 12" FIXTURE, ACV, ACV2



MOUNTING DETAIL - 24" - 48" FIXTURES, ACV1, ACV2



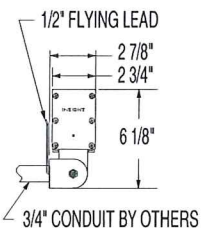
Fixture Length	12"	24"	36"	48"
Dim A	14"	24-3/4"	36-3/4"	48-3/4"
Dim B	N/A	14-7/8"	26-7/8"	38-7/8"

MEDLEY® VIEW II

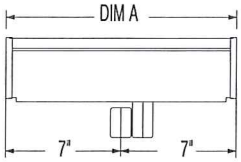
RGB / RGBW COLOR CHANGING

CDSCW - CONDUIT MOUNT, CONCEALED WIRE

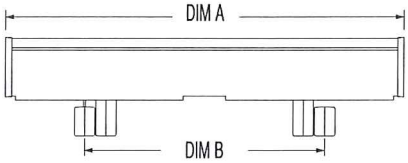
LEFT SIDE VIEW



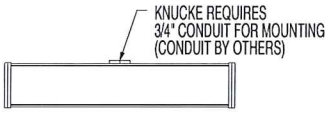
FRONT VIEW - 12" FIXTURE



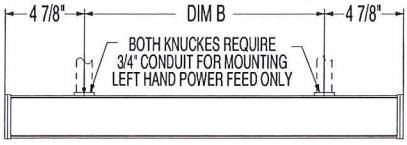
FRONT VIEW - 24" - 48" FIXTURES



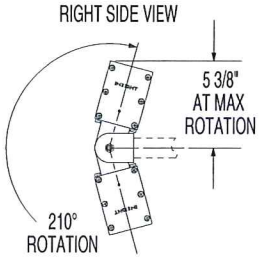
TOP VIEW - 12" FIXTURE, INT1, INT2



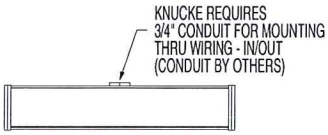
TOP VIEW - 24" - 48" FIXTURES, INT1, INT2



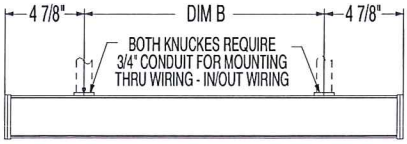
RIGHT SIDE VIEW



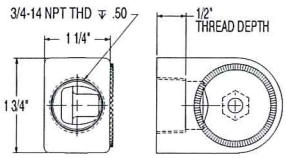
TOP VIEW - 12" FIXTURE, INT1, INT2



TOP VIEW - 24" - 48" FIXTURES, ACV1, ACV2



MOUNT KNUCKLE DETAIL



Fixture Length	12"	24"	36"	48"
Dim A	14"	24-3/4"	36-3/4"	48-3/4"
Dim B	N/A	14-7/8"	26-7/8"	38-7/8"

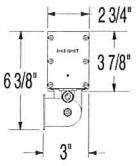
EXTERIOR ARCHITECTURAL
LED LINEAR LIGHTING

MEDLEY® VIEW II

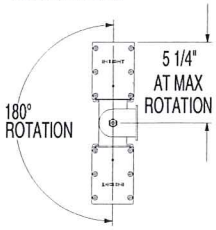
RGB / RGBW COLOR CHANGING

SMS - SURFACE MOUNT, EXPOSED WIRE

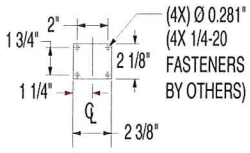
LEFT SIDE VIEW



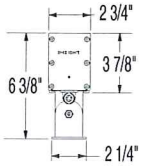
RIGHT SIDE VIEW



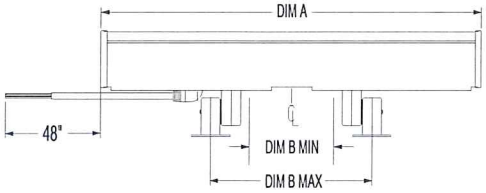
MOUNTING BRACKET DETAILS



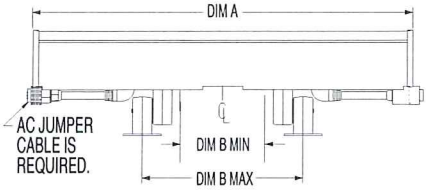
LEFT SIDE VIEW



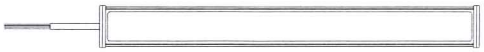
INT1, INT2 - FRONT VIEW



ACV1, ACV2 - FRONT VIEW



INT1, INT2 - TOP VIEW



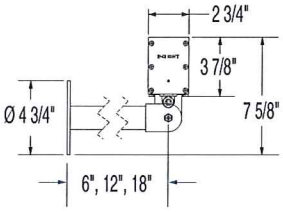
ACV1, ACV2 - TOP VIEW

Fixture Length	24"	36"	48"
Dim A	24-3/4"	36-3/4"	48-3/4"
Dim B Min/Max *	7" / 10"	12" / 22"	18" / 34"

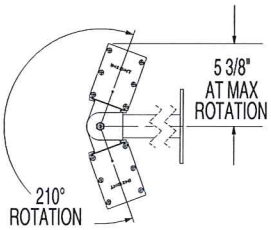
* Mounting dimensions tolerance +/- 1/2" variation may result in an unbalanced fixture

EAS-6, 12, 18 - EXTENDED ARM MOUNT, EXPOSED WIRE

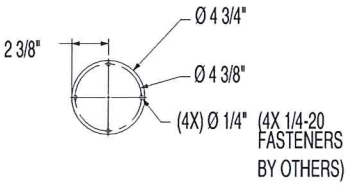
LEFT SIDE VIEW



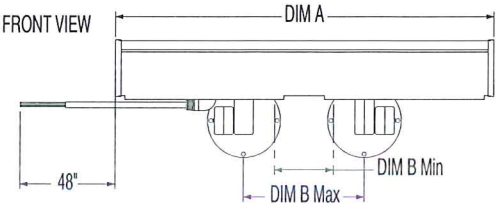
RIGHT SIDE VIEW



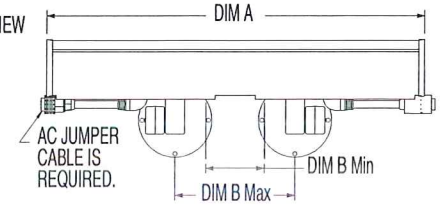
MOUNTING BRACKET DETAILS



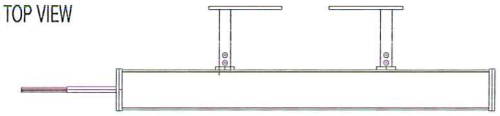
INT1, INT2 - FRONT VIEW



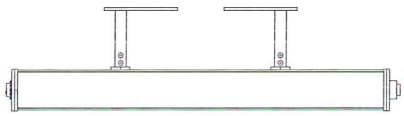
ACV1, ACV2 - FRONT VIEW



INT1, INT2 - TOP VIEW



ACV1, ACV2 - TOP VIEW



Fixture Length	24"	36"	48"
Dim A	24-3/4"	36-3/4"	48-3/4"
Dim B Min/Max *	5-1/2" / 7-1/2"	9-1/2" / 19-1/2"	15-1/2" / 31-1/2"

* Mounting dimensions tolerance +/- 1/2" variation may result in an unbalanced fixture

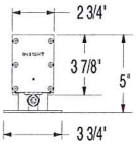
EXTERIOR ARCHITECTURAL
LED LINEAR LIGHTING

MEDLEY® VIEW II

RGB / RGBW COLOR CHANGING

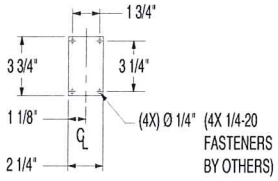
FMS - FIXED MOUNT, EXPOSED WIRE

LEFT SIDE VIEW

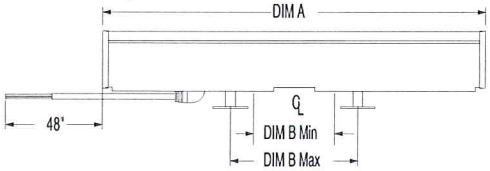


FIXTURE CAN BE MOUNTED IN ANY POSITION
NO ROTATION

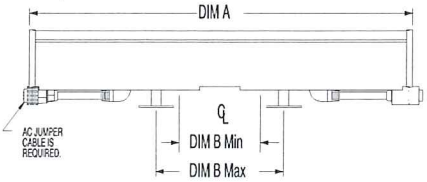
MOUNTING BRACKET DETAILS



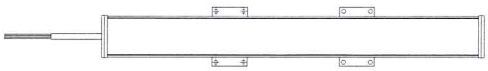
INT1, INT2 - FRONT VIEW



ACV1, ACV2 - FRONT VIEW



INT1, INT2 - TOP VIEW



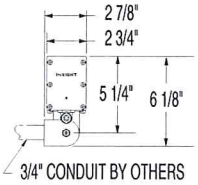
ACV1, ACV2 - TOP VIEW

Fixture Length	24"	36"	48"
Dim A	24-3/4"	36-3/4"	48-3/4"
Dim B Min/Max *	5" / 8"	10" / 20"	16" / 32"

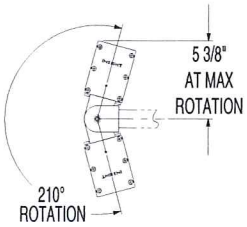
* Mounting dimensions tolerance +/- 1/2" variation may result in an unbalanced fixture

CDS - CONDUIT MOUNT, EXPOSED WIRE

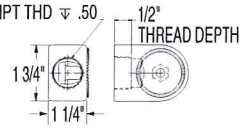
LEFT SIDE VIEW



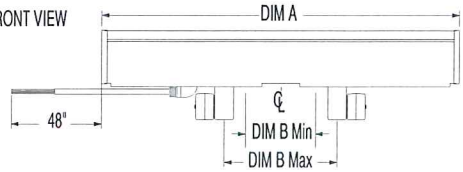
RIGHT SIDE VIEW



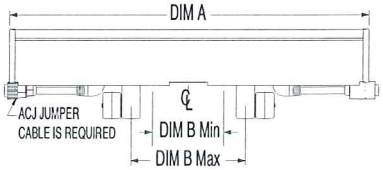
MOUNT KNUCKLE DETAIL



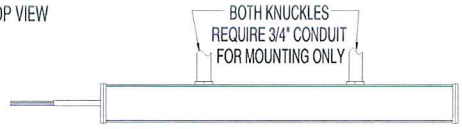
INT1, INT2 - FRONT VIEW



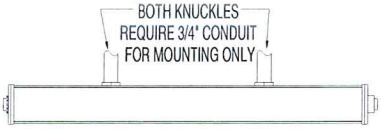
ACV1, ACV2 - FRONT VIEW



INT1, INT2 - TOP VIEW



ACV1, ACV2 - TOP VIEW



Fixture Length	24"	36"	48"
Dim A	24-3/4"	36-3/4"	48-3/4"
Dim B Min/Max *	5-1/2" / 7-1/2"	9-1/2" / 19-1/2"	15-1/2" / 31-1/2"

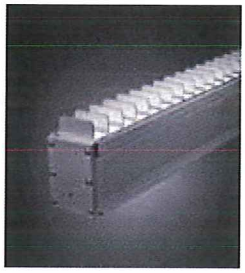
* Mounting dimensions tolerance +/- 1/2" variation may result in an unbalanced fixture

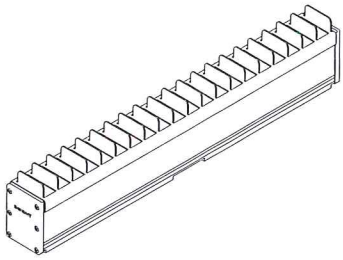
EXTERIOR ARCHITECTURAL
LED LINEAR LIGHTING

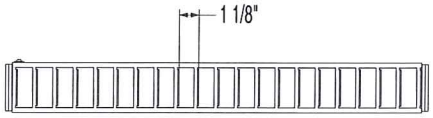
MEDLEY® VIEW II

RGB / RGBW COLOR CHANGING

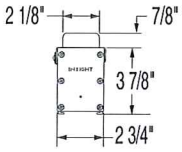
LOUVER DIMENSIONS



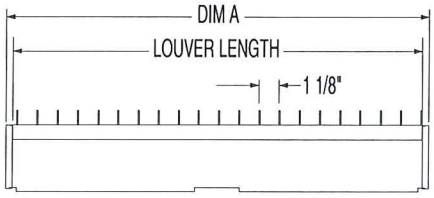




TOP VIEW



LEFT SIDE VIEW



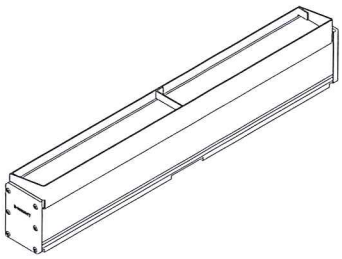
FRONT VIEW

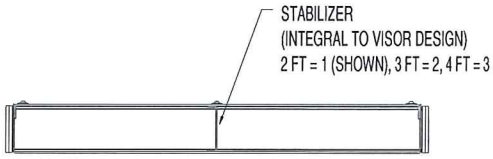
FIXTURE LENGTH	12"	24"	36"	48"
DIM A	14"	24-3/4"	36-3/4"	48-3/4"
LOUVER LENGTH	13 1/4"	24"	36"	48"

LOUVER INSTALL DIMENSIONS

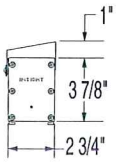
* FIELD INSTALLABLE
* APPLIES TO ALL VERSIONS AND MULTIPLE FIXTURE RUNS

VISOR DIMENSIONS

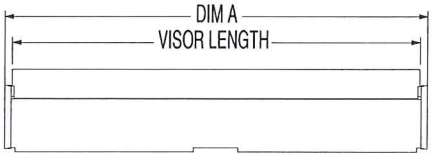




TOP VIEW



LEFT SIDE VIEW

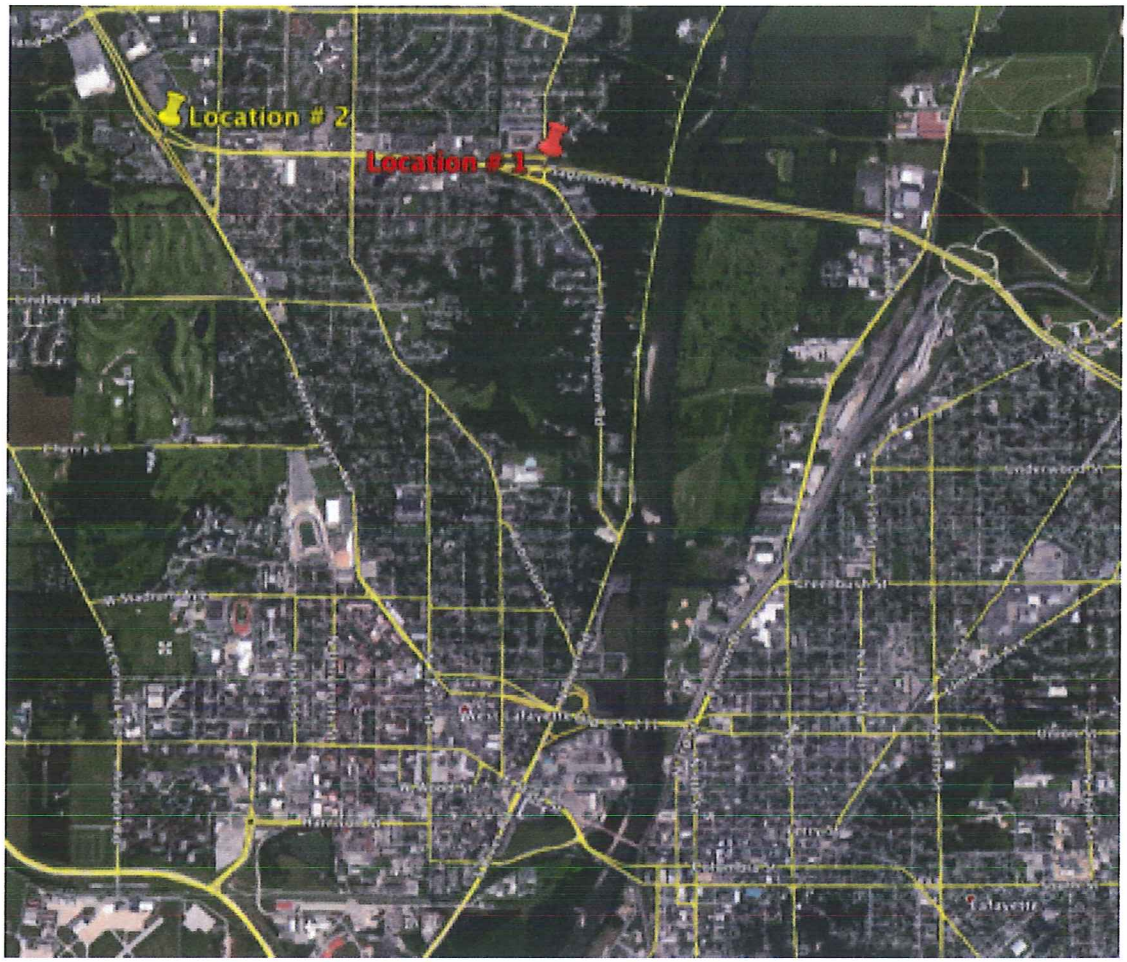


FRONT VIEW

FIXTURE LENGTH	12"	24"	36"	48"
DIM A	14"	24-3/4"	36-3/4"	48-3/4"
VISOR LENGTH	13 1/8"	23-7/8"	35-7/8"	47-7/8"

VISOR INSTALL DIMENSIONS

Bridge Locations



Agreement Between Owner and Vendor/Contractor

City of West Lafayette
Bridge Illumination Project
West Lafayette, IN

OWNER:
City of West Lafayette
Redevelopment Commission
222 Chauncey Ave
West Lafayette, IN 47906

Attn: Name
Phone: (765) Number
Fax: (765) Number

CONTRACTOR:
Jim Smith Company
123 North Street
Somewhere, IN 12345

Att: Jim Smith
Phone: (123) 456-7890
Fax: (123) 456-7890

Owner's Representative:
Cube & Company, Inc.
302 Ferry St, Suite 101
PO Box 492
Lafayette, IN 47902

Attn: Mike Swann
Phone: (765) 269-4321

Designer:
Name
Address
City, State, Zip

Attn: Name
Phone (765) Number
Fax: (765) Number

It is the intention of this agreement to cover all items specifically listed as well as those intended by normal practice of the trade unless specifically excluded. In any case where there is a conflict or difference between any of the Contract Documents, the more stringent document shall take precedence.

The scope of this contract shall include furnishing all labor, material, tools, services, supplies, equipment, and permits necessary to perform and complete fabrication and installation of two Gateway Signs. This includes all related accessories as specified and as required in accordance with the following Contract Documents prepared by MKSK and Cube & Company Inc., all of which form a part of a contract between the Owner and the Contractor hereby becomes a part of this agreement and herein is referred to as the Contract Documents.

The Vendor/Contractor agrees to warrant all work covered under this agreement for a period of at least (1) one year from the date of Substantial Completion.

The materials and equipment to be furnished and work to be done by the Vendor/Contractor shall be as outlined by the Contract Documents and Specifications which include:

- This Agreement
- Sample Contract Addendum # 1
- Vendor/Contractor quote dated ????, 2015.
- Location # 1 Design & Photometrics
- Location # 2 Design & Photometrics
- Bridge Location Document
- Cube & Company, Inc. Request for Quotes and Addendums 1, 2, 3, 4 & 5.
- Cube & Company, Inc. General Conditions

The scope of work includes but is not limited to:

- Utility Coordination
- New electrical service and panel
- Lighting fixtures, circuits & controls
- Training & start-up
- Any and all Required Permits

CONTRACT AMOUNT.....$xxxxxxxxxxxx

***This amount includes all state and local taxes**

SCHEDULE
The Contractor agrees to prosecute the work at such times and in such order as the Owner and/or Project Manager considers necessary to keep the work sufficiently in advance of the other parts of the contract and to avoid any delay in completion of the project as a whole. The Contractor shall reimburse the Owner for any loss or damage including but not limited to damages that might become due to the Owner under the Contract Documents, and extra expenses paid by the Owner which is due to the Contractor's failure to deliver any and all materials and / or supply labor, furnish equipment or services, etc., as required herein, and / or properly perform any and all work in keeping with the progress of the project.

The Vendor/Contractor acknowledges the essence of time and agrees to commence and complete the work described herein in accordance with a mutually agreed schedule. The Owner reserves the right to accelerate or modify this schedule if work activities progress at a different rate than originally scheduled.

This Vendor/contractor agrees to coordinate and cooperate with other work activities to accomplish the project intent as described in the construction documents.

- The date of commencement shall be the date of this Document
- The date of substantial completion of this project and issuance of local occupancy permit shall be not later than December 31, 2015. This scope shall be done in a timely manor to allow other trades to meet this deadline.

Final acceptance for this scope shall be granted when all punch list work is complete.

MSDS

The Contractor shall obtain and maintain Material Safety Data Sheets on all products furnished for their scope of work. It shall be the Contractor's responsibility to collect and compile the required Material Safety Data Sheets for each of his Subcontractors and Material Suppliers.

SAFETY

All work to be performed under this Agreement must comply with current safety regulations of the federal Occupational Safety and Health Act and the Indiana Occupational Safety and Health Law.

NONDISCRIMINATION

The Vendor/Contractor shall comply with all regulation, federal and state laws and executive orders pertaining to nondiscrimination against employees or applicants because of race, sex, color, religion or national origin.

ACCEPTANCE

Acceptance of this Contract Agreement is limited to acceptance of the express terms of the offer.

The Vendor/Contractor and Owner acknowledge that they have received this Contract Agreement and that they understand it includes specific Contract Documents, which they have read and understand.

Accepted this _____ day of_____, YEAR

Vendor/Contractor: Name of Contractor

By: _____

Title: _____

Owner: Name of Owner

By: _____

Title: _____

GENERAL CONDITIONS

I. DEFINITIONS

A. The Contract Documents consist of the Agreement, The General Conditions of the Contract, the Supplementary General Conditions (if any), the Specifications and Drawings including all modifications thereof incorporated in the documents before their execution. These form the Contract.

B. The Owner, the Contractor and the Project Manager are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and of no gender.

C. Owner or Owners shall mean City of West Lafayette, Redevelopment Commission.

D. Project Manager shall mean Cube & Company, Inc.

E. Architect shall mean N/A.

F. The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor or a contract with a Subcontractor of the Contractor, or a contract with a Subcontractor of a Subcontractor of the Contractor, etc., and it includes one who furnishes material worked to a special design according to the Specifications or Drawings of this work, but does not include one who merely furnishes material not so worked.

G. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, return receipt requested, to the last known business address.

H. The term "work" of the Contractor or Subcontractor includes labor or materials or both.

I. All time limits stated in the Contract Documents are of the essence of the Contract.

J. The law of the place of building shall govern Contract.

K. The date of Substantial Completion of the Project or a specified area of the Project is the date when construction is sufficiently completed, in accordance with Contract Documents, as modified by any change orders agreed to by the parties, so that the Owner can occupy the Project or a specified area of the project for the use it was intended.

L. Where the word "similar" occurs on the drawings or in the specifications, it shall be used in its general sense and not as meaning identical, and all details shall be worked out in proper relation to their location and their connection to other parts of the work.

M. Project Manager shall mean the designated representative of the Owner, or Owner's duly authorized representative, in charge of the supervision of the work.

II. INTENT OF THE CONTRACT DOCUMENTS

A. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work.

B. In interpreting the Contract Documents, the pertinent provisions of the Instructions to Bidders shall be considered. Words describing materials or work which have a well-known technical or trade meaning, unless other wise specifically defined in the. Contract Documents, shall be construed in accordance with such well-known meaning.

C. Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

III. THE PROJECT MANAGER

A. The Project Manager shall be the Owner's representative during the construction period for interpreting the Contract Documents. The Project Manager shall make decisions on all claims on these matters upon the request of the Owner or Contractor within a reasonable time and such decisions shall be conclusive and binding upon the Owner, Contractor, and all other persons for all purposes. The Project Manager shall be the Owner's representative in charge of

the supervision of the work. The Project Manager will make periodic visits to the site to become familiar generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. The Project Manager will not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the work and will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. During such visits and on the basis of observations while at the site, the Project Manager will keep the Owner informed of the progress of the work, will endeavor to guard the Owner against defects and deficiencies in the work of Contractors, and may condemn work as failing to conform to the Contract Documents. The Project Manager shall have authority to stop the work whenever such stoppage may be necessary in the Project Managers reasonable opinion to insure the proper execution of the Contract. The Project Manager shall within a reasonable time, make decisions on all matters relating to the execution and progress of the work and such decisions shall be conclusive and binding upon the Owner, Contractor, and all other persons for all purposes. The Project Manager shall be the interpreter of the conditions of the Contract and the judge of its performance. They shall side neither with the Owner nor the Contractor, but shall use their powers under the Contract to enforce its faithful performance by both.

IV. CONSTRUCTION PROGRESS SCHEDULE

A. Immediately after being awarded the Contract, the Contractor shall prepare an estimated Progress Schedule (bar graph type or critical path method) and submit it for the Project Manager's approval. The Progress Schedule shall indicate the date for the starting and completion of the various states of construction. The Contractor shall also submit with the Progress Schedule an estimated amount of the monthly payments becoming due in accordance with the Progress Schedule.

V. TIME OF COMPLETION

A. The work to be performed under the Contract Documents shall be commenced immediately after delivery of the Notice of Award, and the Contractor shall prosecute the work without interruption at the rate stated in the approved Progress Schedule to be submitted to and approved in writing by the Owner.

1. Submit the Project Progress Schedule within 7 days after the delivery of the Notice of Award.

B. Except as otherwise provided herein, this entire project, consisting of all of the work to be performed under the Contract Documents shall be completed on or before the specific number of consecutive calendar days listed in the project Requirements after the date of receipt of Notice of Award of contract. It is agreed that said time of completion is reasonable. The time for completion shall be extended for the period of any excusable delay, which term shall include only delays directly caused by any of the following:

1. Acts of God, floods, fires, tornadoes or other similar unforeseeable casualties (but adverse weather conditions not caused by the foregoing shall not be cause for excusable delay).

2. Governmental controls affecting the availability of materials.

3. Strikes

4. Acts of negligence by the Owner or Project Manager.

5. Changes or alterations authorized or ordered by the Owner.

6. The discovery of undisclosed hazardous materials.

7. Such other unforeseeable and unavoidable causes beyond the control of the Contractor as the Project Manager shall determine.

C. Unless the Contractor shall, within seven days from the commencement of any possible excusable delay or within seven days from the time when Contractor first learns of a possible excusable delay, notify the Project Manager in writing of all facts, when available, relating to the nature and extent of the delay and its anticipated effect, if any, upon the time for completion of the entire project, and shall also request that a determination be made as to whether or not the delay is an excusable delay so as to extend the time for completion of the entire project or any part thereof. The act or occurrence in question shall not thereafter be an excusable delay for any purpose except upon the written consent of the Owner.

D. The Project Manager shall promptly acknowledge any such request, but the Project Manager need not make a determination concerning the same until the nature and extent of the delay and its effect upon the time for completion and of the entire project can be determined with reasonable certainty.

E. An extension of time for an excusable delay, as defined above, shall be the Contractor's exclusive remedy in the event of such delay, no matter how or by whom caused. Contractor further specifically acknowledges that it shall have no claim for increase in Contract Price or damages because of any delays whatsoever to all or any part of the work whether foreseen or unforeseen, and whether caused by any person's active interference or hindrance.

F. If because of some act or occurrence constituting an excusable delay, only a part of the work is delayed beyond the time fixed for the completion of the entire project, and such delay does not effect the time for completion of the balance of the entire project, an extension of time may be granted for the performance of the work on that particular part. In such cases the Contractor: shall not be liable for the payment of any liquidated damages, if any, because of the delay in completing, that part of the work, however, such an extension shall not affect Contractor's liability for the payment of liquidated damages, if any, as hereinafter provided, for failure to complete and balance of the entire project on the date fixed for the completion of the entire project.

G. Any disputes between the Owner and the Contractor arising from the foregoing provisions relating to extensions of time shall be referred to the Project Manager whose decision shall be binding on the parties.

VI. MATERIALS, WORKMANSHIP AND EQUIPMENT

A. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

B. Unless otherwise stated in the Specifications, all materials, workmanship, equipment and articles incorporated in the work shall be new and of the best grade and quality of their respective kinds for the purpose intended, and the Contractor shall, on request, furnish satisfactory evidence of such kind and quality. No second hand or salvaged materials will be permitted unless specifically stated in the Specifications. The Contractor shall furnish to the Owner for the Owner's approval the name of the manufacturer of machinery, mechanical and other equipment which Contractor contemplates installing, together with their performance capacities and other pertinent information.

C. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to that person.

D. *Samples* of all materials and specifications of finish proposed to be used in the work shall be submitted to the Project Manager. All such samples will be turned over to the Project Manager as standards of quality and only materials conforming to samples shall be used in the work.

E. If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, engineers, and the trade. Machinery, equipment, materials and articles installed or used without such approval shall be at the Contractors risk of subsequent rejection by the Project Manager.

F. *Materials Furnished by Owner:* If the Specifications require that the Owner is to furnish certain items of materials or appliances which the Contractor is to install, the Contractor will be required to check each shipment, sign a receipt for all parts thereof and be entirely responsible for breakage or loss after receipt.

VII. DELIVERY AND STORAGE OF MATERIALS

A. The Contractor will be required to confine the delivery and storage of materials and all other operations to routes and areas as designated by the Project Manager.

VIII. TESTS AND INSPECTION OF MATERIALS

A. All tests or inspection of materials and construction shall be made at the expense of the Contractor. The Contractor shall only use the services of an independent testing company that has been approved by the Owner. All test and/or inspection reports shall be sent from the

independent testing company directly to the Owner/Owners Representative within seven (7) days of the test or inspection being completed.

IX. SPECIFICATIONS AND DRAWINGS

A. The work shall be executed in strict conformity with the Specifications and Drawings, and the Contractor shall do no work without proper drawings and instructions.

B. The Contractor shall keep at the job site at least one copy of all Specifications and Drawings in good order, available to the Owner, and Project Manager.

C. In addition to the Specifications and Drawings, the Contractor shall keep one copy of all addenda, change orders, approved shop drawings and manufacture's specifications, instructions or directions, in good order, at the job site.

D. Where in these Specifications any materials or appliances are specified as being installed in accordance with the manufacturer's specifications, instructions, or directions, the Contractor shall file copies in detail of the same in the number and procedure as required for shop drawings as set forth hereinafter in this Article. No work shall be done with that part of the work until such specifications, instructions, or directions have been approved. When such specifications, instructions, or directions have been approved as complying with the intent of the Specifications, they will be considered as a part of the Specifications and shall be carefully followed in the execution of the work. Whenever any shop drawings and/or brochure for equipment or material containing the manufacturer's recommendations for installation is approved, the Contractor shall be required to make the installation in strict accordance with those recommendations, regardless of whether the item was specifically noted. Any labor or materials required to comply with manufacturer's recommendations shall be provided at no additional expense to the Owner.

E. The Contractor shall use for data and dimensions, figures marked on the Drawings in preference to what the Drawings may measure to scale, but in the absence of figured dimensions, scale dimensions shall be accurately followed unless actual field dimensions can be obtained.

F. The Contractor shall verify all dimensions shown and check all measurements in connection with any present building or buildings, levels, grades, walks, driveways, or other existing conditions before executing any work.

G. It is understood that work not indicated on a part of the Drawings but reasonably implied to be similar to that shown at corresponding places on other Drawings, is to be repeated.

H. *Interpretation:* All disputes concerning the interpretation and meaning of the specifications, and Drawings shall be referred to the Project Manager whose decision shall be conclusive on the Contractor and Owner.

I. *Examination by Contractor - Discrepancies: The* Contractor shall thoroughly examine the Specifications and Drawings, including addenda, if any, as each word will be held in full force. No failure on Contractor's part to understand the Specifications and Drawings nor to discover any work noted on them or shown thereon or therein shall justify a claim for omission of said work from the Contract, or for any extra charge therefor.

J. The Contractor shall visit the project site and become acquainted with all conditions and shall call the Project Manager's attention to any discrepancy that may exist in the Specifications or Drawings, or between the Specifications and Drawings, or any conflicts, between existing conditions and requirements of the Specifications and Drawings, before submitting a bid. The submission of a bid, or proposal, will be considered as a conclusive evidence that the Contractor is thoroughly familiar with the true intent of the Specifications and Drawings in all their parts, and no extra orders will be issued for any additional labor or material required to rectify any discrepancy discovered or reported after the Contract is signed.

K. *Ownership of Drawings: All* Specifications, Drawings and copies thereof are the Owner's property. They are not to be used on other work, and, are to be returned to Owner on request, at the completion of the work.

L. *Copies Furnished:* Reproduction costs of construction documents shall be the responsibility of the Contractor.

M. *Detail Drawings and Instructions:* The Contractor shall furnish with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

N. The work shall be executed in conformity with the detail drawings and instructions and the Contractor shall do no work without proper drawings and instructions.

O. *Shop and setting drawings, brochures and schedules: The* Contractor shall submit to the Project Manager with such promptness as to cause no delay in Contractor's own work or the work of any other Contractor or Subcontractor, a minimum of two (2) copies in excess of Contractor's requirements, of all shop and setting drawings, brochures, and schedules required by the work of various trades.

P. The Contractor shall check and verify all field measurements in connection with shop and setting drawings, brochures and schedules, and shall check and approve the same for compliance with the Contract Documents.

Q. Each drawing, brochure or schedule shall bear the following wording typed or stamped thereon: "APPROVED TO BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS EXCEPT AS NOTED" SIGNED:_____ DATED:_____

R. The above approval shall be signed and dated by the Contractor.

S. All Subcontractors shall check all drawings, brochures and schedules, type or stamp, sign and date with the above approval wording before submitting them to the Contractor. The Contractor shall then check, type or stamp and sign them with the above approval wording before submitting them to the Project Manager.

T. Any drawings, brochures or schedules submitted without the approval wording stamp' shall be returned without review for resubmittal.

U. All brochures shall bear the name of the Project, Specification section reference and shall set forth the room or areas where items in the brochure are located. When a general catalog, or a set of manufacturer's typical details, are submitted all items relevant to the project shall be specifically marked and details not relevant to the project shall be deleted. All brochures or drawings submitted that do not clearly indicate which are applicable details shall be returned without review for resubmittal.

V. The Project Manager shall examine, with reasonable promptness, such drawings, brochures and schedules only for conformance with the concept of the Project and compliance with the information given in the Contract Documents.

W. Reviewed copies will be distributed as follows:

X. One (1) copy will be retained by the Project Manager, one (1) copy will be forwarded to the Owner, the balance to be returned.

Y. Shop Drawings which do not comply with the design concept and Contract Documents shall be returned for resubmittal.

Z. The Contractor shall make any corrections required by the Project Manager and resubmit two (2) corrected drawings for review.

AA. The Project Manager's examination of such drawings, brochures and schedules shall not relieve the contractor from responsibility for deviations from the Specifications or Drawings unless Contractor has, in writing, called the Project Manager's attention to such deviations at the time of submission, and secured Project Manager's written approval, nor shall it relieve Contractor from responsibility for errors in shop drawings, brochures or schedules.

BB. The Contractor shall maintain a complete file of all review shop drawings, brochures and schedules at the work site.

X. PROGRESS MEETINGS

A. Project meeting shall be held at the site on a biweekly basis for the life of the project. The purpose of these meetings is to review progress and share information which will result in the proper and timely completion of the Work.

1. The frequency of these meetings may be altered by the Owner or Project Manager according to the demand, critical operations, or schedule of the Project.

2. Notice for these meetings shall originate from the office of the Project Manager.

B. Attendees: In addition to representatives of the Owner, Architect and the Project Manager, the Contractor and their subcontractors, suppliers or other entities concerned with the current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings.

XI. "AS BUILT" DRAWINGS

A. Where changes in the work occur, the Contractor will submit one copy and one tracing of "As Built" drawings. The sheet size shall be the same as the original drawings unless otherwise authorized by the Owner. These drawings shall show the changes in size, material, location and elevation of all new, existing and/or abandoned underground utility lines, or other pertinent work. The drawings shall also show the location lines, or other valves, manholes, etc.; referenced by dimension to permanent structures such as building corners. These drawings shall be prepared by a competent draftsman in a neat and acceptable manner to scale and fully dimensioned.

B. See various sections of these specifications for additional requirements. All Subcontractors shall submit through their respective Prime Contractor "As Built" drawings showing their portions of the work including any changes.

C. "As Built" Drawings shall be completed to the satisfaction of all local building officials to obtain local certificate of occupancy.

D. Upon completion of the project, the "As Built" drawings shall be delivered to the Project Manager.

XII. OPERATIONAL MANUALS AND SPARE PARTS LISTS

A. Upon completion of the work and prior to final payment being made, each Contractor shall furnish, in triplicate to the Owner, complete operation and maintenance instructional manuals together with spare parts lists for all manufactured items of equipment furnished.

XIII. BONDS, CERTIFICATES, GUARANTEES, LISTS AND INSTRUCTIONS

A. Bonds, certificates, guarantees, material and parts lists, operating instructions on equipment and accessories specified shall be prepared in triplicate, bound in binders and submitted to the Project Manager at the completion of the project.

B. Should any piece of equipment fail to meet the guarantees or other requirements of the contract within the time covered by the guarantees, the Owner may reject the equipment or may direct the Contractor to proceed at once to make alterations or furnish new parts as may be necessary to meet the requirements. All expense of furnishing and installing new parts or making alterations to existing parts, and of tests made necessary by failure of the apparatus to meet the guarantees and other requirements of the specifications shall be borne by the Contractor. Any material or machinery not furnished by the Contractor, which must be removed to give access to the apparatus furnished by the Contractor, must be removed and replaced by the Contractor without cost to the Owner.

C. If, after due notice, the Contractor should refuse or persistently neglect to correct any defects, errors, omissions or any other failure of the apparatus to meet the requirements of the specifications which might develop during the guarantee period, the Owner may proceed at its own expense to correct such defects, errors, omissions or failure and deduct from any payment or moneys due to the Contractor an amount equal to the actual expense so incurred.

D. Should tests of any equipment show that it fails to meet the guaranteed efficiencies, and should the Contractor fail within a reasonable time to modify the equipment so that it will meet the guarantees for efficiency, Contractor shall remove and replace the equipment at no cost to the Owner.

XIV. RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT

A. The Owner shall have the right to operate any and all apparatus as soon as, and as long as, it is in operating condition whether or not such apparatus has been accepted as complete and satisfactory, except that this shall not be construed to permit operation of any apparatus which may be materially damaged by such operation before any required alterations or repairs have been made. All repairs or alterations, required of the Contractor, shall be made by the Contractor at such times as directed by the Owner. The repairs or alterations shall be made in such manner and at such a time as will cause the minimum interruption in the use of the apparatus by the Owner.

XV. CHANGES IN THE WORK

A. The Owner reserves the right at any time and from time to time, without in any way invalidating the Contract, to order extra work and/or to make changes in the work called for by the Contract by altering, adding to, or deducting from such work. All such changes shall be evidenced by a Contract Change Order and no change in the Contract Price or time for completion of the work shall be made or allowed by reason of any such change except as set forth in a Contract Change Order.

B. In giving instructions, the Project Manager shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the building, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the Owner signed or countersigned by the Project Manager, and no claim for an addition to the Contract Price shall be valid unless so ordered.

C. The value of any such extra work or change shall be determined in one or more of the following ways at the option of the Owner.

1. By estimate and acceptance in a lump sum.

2. By unit prices named in the Contract or subsequently agreed upon.

3. On a cost-plus-limited basis.

D. *Cost-plus-limited* basis is defined as the cost of labor, materials, social security, gross income tax, bond fee, and insurance, plus 10 percent of the said cost to cover superintendence, general expense, and profit.

E. If the principal Contractor performs work on a cost-plus-limited basis through a Subcontractor, then the compensation stated above shall apply to the Subcontractor and the principal Contractor shall add an additional five (5) percent for his overhead and profit.

F. If the principal Contractor proposes to accomplish the work on a lump sum basis through a Subcontractor, the principal Contractor shall add 5 percent for its overhead and profit to the Subcontractor's lump sum proposals. The lump sum proposals submitted by the Subcontractor to the principal Contractor shall be furnished to the Project Manager, upon request, along with the principal Contractor's proposal. At the completion of the work, the Contractor shall furnish to the Owner a set of record prints of drawings showing those changes made during the construction process, if any, that were not covered by revised drawings.

XVI. ACCESS TO WORK AND CORRECTION OF WORK

A. The Project Manager, Owner, and their representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access.

B. If the Specifications, the Project Manager's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Project Manager timely notice of its readiness for observation by the Project Manager, or inspection by another authority, and if the inspection is by another authority, of the date fixed for such inspection, required certificates of inspection being secured by the Contractor. Observations by the Project Manager shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Project Manager, it must, if required by the Project Manager, be uncovered for examination at the Contractor's expense.

C. Re-examination of questioned work may be ordered by the Project Manager, and if so ordered the work must be uncovered by the Contractor. If such work can be found in accordance with

the Contract Documents the Owner shall pay the cost of re-examination and replacement. If such work is found not in accordance with the Contract Documents the Contractor shall pay such cost.

XVII. CORRECTION OF WORK

A. *Correction of Work Before Substantial Completion: The* Contractor shall promptly remove from the premises all work condemned by the Project Manager as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute its own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

B. If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may cause the condemned work to be removed at the expense of the Contractor. Such expense shall be deducted from the Contract Price.

C. *Deduction for Uncorrected Work: If* the Owner deems it expedient to accept work injured or not done in accordance with the Contract then the difference in value, together with a fair allowance for the damages, shall be deducted from the Contract Price.

D. *Correction of Work After Substantial Completion: The* Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of Substantial Completion as defined in these General Conditions, and in accordance with the terms of any special guarantees provided in the Contract. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this Section shall be decided by the Project Manager notwithstanding final payment.

XVIII. PAYMENT TO CONTRACTOR

A. *Application for Payments:* At least ten days before each payment falls due, on or before the 5th of the month, the Contractor shall submit to the Project Manager an itemized application for payment, supported to the extent required by the Project Manager by receipts or vouchers, showing payments for materials and labor, payments to subcontractors and such other evidence of the Contractor's right to payment as the Project Manager may direct.

B. Before payment will be made to the Contractor, the Contractor must submit a lien waiver which says that upon the receipt of payment, it waives any right to submit a mechanic's lien for any work performed to date and agrees to indemnify the Owner against the amount of any liens filed by that Contractor's subcontractors, equipment lessors, laborers and material suppliers as well as costs and expenses (including attorney's fees) incurred by the Owner in connection with such liens.

C. If payments are made on valuation of work done, the Contractor shall, before the first application, submit to the Project Manager a schedule of values of the various parts of the work, including quantities, aggregating the total sum of the Contract, made out in such form as the Project Manager and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness as the Project Manager may direct. This Schedule, when approved by the Project Manager, shall be used as a basis for Application for Payment unless it is found to be in error.

D. *Monthly or periodic payments* shall be based on the true value of the work in place and materials, except cement, suitably stored on the premises less retainage and also less any amounts withheld under this Article. The remaining portion on the Contract shall be paid 61 days after the date of the Substantial Completion, provided that all work is fully completed and the Contract fully performed.

E. *Title to the Work: The* title of all work completed and in the course of construction and of all materials on account of which any payment has been made, shall be in the Owner.

F. *Work Ready for Final Inspection and Acceptance:* Upon receipt of written notice that the work is ready for final inspection and acceptance, the Project Manager shall promptly make such inspection, and when the Project Manager finds the work acceptable under the Contract and the Contract fully performed the Project Manager shall promptly approve final payment, stating that the work provided for in this Contract has been fully completed and is accepted under the terms and conditions thereof, and that the entire balance found to be due the Contractor and noted in said final application for payment, is due and payable.

G. In submitting application for final payment the Contractor shall submit evidence satisfactory to the Project Manager that all payrolls, material bills, and other indebtedness connected with the

work have been paid. If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Project Manager so approved, the Owner shall, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a final waiver of claims.

H. *Liens:* Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of the Contract, and an affidavit that so far as Contractor has knowledge or information the release includes all the labor and material for which a lien could be filed.

I. The final application for payment shall be accompanied by Contractor's Affidavit, Waiver of Lien, and Guarantee (one copy) (in form included in the Specifications) properly filled out and executed by the Contractor, each of Contractor's Subcontractors, and by each of Contractor's major material suppliers.

J. *Approval of Payments: If the* Contractor has made application for payments above, the Project Manager shall, not later than the date when each payment falls due, approve Payment to the Contractor for such amount as Project Manager decides to be properly due, or state in writing the reasons for withholding such approval. No approval of payment by the Project Manager nor payment made to the Contractor, nor partial or entire occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with the Contract. When advised by the Contractor that the work is substantially completed, the Project Manager and the Contractor shall within a reasonable time make a joint inspection of the work, and if the Project Manager shall determine that the work is substantially completed, he shall then prepare a Certificate of Substantial Completion, which shall be submitted to the Owner and the Contractor for execution. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing after Substantial Completion or from failure to comply with the Specifications and Drawings and the terms of any special guarantees specified in the Contract and of all claims by the Contractor, except those previously made and still unsettled.

K. *Payments Withheld: The* Project Manager may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any application for payment to such extent as may be reasonably necessary to protect the Owner from loss on account of:

1. Defective work not remedied.

2. Claims filed or reasonable evidence indicating probable filing of claims.

3. Failure of the Contractor to make payments when due to Subcontractors, or for material, equipment or labor.

4. A reasonable doubt that the Contract can be completed for the balance then unpaid.

5. Damage to another contractor.

6. Failure or refusal of the Contractor to prosecute the work in strict compliance with the approved progress schedule.

7. Unsatisfactory prosecution of the work by the Contractor.

L. When the above grounds are removed, payment shall be made for amounts withheld because of them.

M. *Claims for Extras: If* the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this Contract, Contractor shall give the Project Manager written notice thereof before proceeding to execute the work, and the Project Manager shall make a decision, as adviser to the Owner. Failure of the Contractor to give such notice shall be deemed a waiver of any such claim.

XIX. INSURANCE

A. Upon execution of this Agreement, and prior to the Contractor commencing any work or services, the Contractor shall carry commercial general liability on ISO form CG00 01 7/04 (or a substitute form providing equivalent coverage).

B. Contractor shall provide Cube & Company/Owner with the following:

1. CERTIFICATE OF INSURANCE – Prior to commencement of work, Contractor shall provide a Certificate showing proof of insurance for General Liability, Auto, and Workers Compensation. 30 days prior written notice of cancellation or termination, including material changes. (10 days for non- payment of premium.)

2. ADDITIONAL INSURED ENDORSEMENT: Cube & Company/Owner shall be named an Certificate Holder and Additional Insured on the general liability insurance of the Contractor. Contractor is to provide Additional Insured coverage which shall apply as primary insurance with respect to any other insurance afforded to Contractor using ISO CG 2010 7/04 and CG2037 7/04 (or a substitute form proving equivalent coverage.)

C. Coverage available to the (Cube & Company/Owner) as Additional Insured, shall not be less than:

General Liability
- $1,000,000 each occurrence
- $3,000,000 general aggregate (per project aggregate)
- $1,000,000 personal and advertising injury
- $3,000,000 products/completed operations aggregate

- Such insurance shall provide coverage arising from the following:
premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

All coverage shall be placed with an insurance company duly admitted in the State of Indiana and shall be reasonably acceptable to Cube & Company/Owner. All contractor insurance carriers must maintain an AM BEST rating of "A-"or better. Coverage shall be afforded to the Additional Insured whether or not a claim is in litigation.

The insurance coverage required shall be of sufficient type, scope, and duration to ensure coverage for Cube & Company/Owner for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Contractor in relation to the project.

Contractor agrees to maintain the above insurance for the benefit of Cube & Company/Owner for a period of 10 (ten) years, or the expiration of the Statute of Limitation/Repose for the State of Indiana

Waiver of Subrogation: Contractor shall obtain from each of its insurers a wavier of subrogation on Commercial General Liability in favor of Cube & Company and Owner with respects to losses arising out of or in connection with the work.

Additionally, and prior to commencement of the work, contractor shall provide Cube & Company / Owner a certificate of insurance showing the following coverages:

D. Business Auto Liability:

Written in the amount of not less than $1,000,000 owned, hired, and non-owned autos

E. Workers' Compensation and Employers' Liability Insurance:
Written in the amount of not less than:

- $1,000,000 bodily injury each accident
- $1,000,000 bodily injury by disease/employee
- $1,000,000 bodily injury by disease/ policy limit

A. OTHER INSURANCE PROVISIONS

1. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by Owner. At the option of Owner,
   a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner; or

b) the Contractor shall procure a bond which guarantees payment of losses and defense costs.

2. Claims-Made Coverage: If the general liability insurance required by this article is written on a "claims-made" policy form, the policy and all certificates of insurance as required hereunder shall show the "retroactive date." if the "retroactive date" is later than the date of this contract and the Contractor was Previously insured under a "claims-made" Commercial General Liability insurance policy during any portion of the period between the date of this contract and the "retroactive date" of the Contractor's current "claims-made" commercial General Liability insurance policy, the Contractor shall furnish a Certificate of Insurance showing that the Contractor has purchased the "extended reporting period" or "supplemental tail" endorsement under the previous policy to extend the period during which a claim may first be made.

3. Contractor's Failure to Comply with Policy Provisions: General Liability and Automobile Liability policies shall stipulate that Contractor's failure to comply with reporting provisions of the policies shall not affect coverage provided to Owner.

B. INSURANCE DURING CONSTRUCTION

1. OWNER'S RESPONSIBILITIES

a) Construction of New Building:

(1) If the subject of this contract is the construction of a new building, the Owner shall maintain during the course of construction, Builder's Risk insurance coverage under a standard form in an amount not less than 100 percent of the insurable value of the completed building, including materials, equipment and supplies of all kinds, destined to become a permanent part of said structure, while on the job site or within 1,000 feet thereof. Loss, which is covered under a Builder's Risk policy, shall be subject to a deductible of $1,000 per occurrence.

b) Construction Other Than New Building:

(1) If the subject of this contract is other than the construction of a new building, the Owner shall maintain coverage under a property policy in an amount not less than 100 percent of the insurable replacement value of the structure including materials, equipment and supplies of all kinds destined to become a permanent part of said structure, while on the job site or within 1,000 feet thereof.

(2) Coverage for all perils shall be subject to those limitations specified under the terms of the standard policy in effect. Loss, which is covered under the property policy, shall be subject to a deductible of $1,000 per occurrence.

(3) The insurance purchased by the Owner shall include the interest of the Contractor and his Subcontractors and evidence of coverage shall be made available to the Contractor upon written request to the Owner. Loss, if any, is to be made adjustable with and payable to the Owner as Trustee for the insureds as their interests may appear, except in such cases as may require payment of all or a portion of said insurance to mortgages as their interest may appear.

2. CONTRACTOR'S RESPONSIBILITIES

a) Contractor shall separately insure or be responsible for all materials destined to become a part of the completed structure when such materials are stored away from the site of the work. Such insurance shall include the interest of Owner and shall be subject to review and inspection by Owner.

b) Contractor shall separately insure or be responsible for all Contractor's equipment, tools, scaffolding, staging, towers, forms and temporary buildings, owned, borrowed, or rented by Contractor and Subcontractors, and all materials and supplies which are not intended to become a part of the construction.

c) The following or a similar Subrogation Clause shall appear in all insurance policies purchased in accordance with the provisions of this subsection (Insurance During Construction):

(1) "Subrogation Clause: It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to

a loss any or all right of recovery against any party for loss occurring to the property described herein."

d) The structure, including all materials, equipment and supplies of all kinds destined to become a part of the construction, shall be at Contractor's risk until accepted in its entirety by Owner. In the event of loss or damage, not covered by the insurance required to be provided by the Owner under the provisions of this subsection (Insurance During Construction), Contractor shall repair or replace the structure, materials and equipment so lost or damaged at Contractor's expense. Contractor shall protect Owner's property from, and shall be responsible for, any loss or damage arising out of the execution of the work described in this contract.

e) Anything herein contained to the contrary notwithstanding, the Owner and Contractor waive all rights, each against the other, for damages caused by perils covered by the insurance purchased in accordance with the provisions of this subsection (Insurance During Construction), except such rights as they may have to the proceeds of such insurance.

XX. OWNER'S RIGHT TO LET OTHER CONTRACTS

A. The Owner reserves the right to let other contracts under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs. If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Project Manager any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor so to inspect or report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work, except as to defects which may develop in the other Contractor's work after the execution of Contractor's work.

B. To insure the proper execution of subsequent work the Contractor shall measure work already in place and shall at once report to the Project Manager any discrepancy between the executed work and the Contract Documents.

XXI. OWNER'S USE OR OCCUPANCY

A. The use or occupancy by the Owner with the consent or acquiescence of the Contractor of any part or all of the work to be performed hereunder, at any time or from time to time, prior to full and complete performance of all of the work or prior to the final acceptance by the Owner, thereof, shall not constitute or be deemed acceptance by the Owner of the work so used or occupied, or an admission, acknowledgment or agreement by the Owner that such work has been performed in accordance with the Contract Documents or that such work was substantially completed on or before the commencement of such use or occupancy, or a waiver by the Owner of any provision of the Contract Documents or any of the Owner's right thereunder.

XXII. CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

A. This section includes Contractor requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection

B. Temporary utilities include, but are not limited to, the following:

1. Water distribution
2. Temporary light
3. Temporary heat
4. Ventilation
5. Telephone service
6. Sanitary facilities, including drinking water
7. Storm and sanitary sewer

C. Support facilities include, but are not limited to, the following:

1. Field office and storage sheds.
2. Temporary roads and paving
3. Dewatering facilities and drains
4. Temporary enclosures
5. Hoists
6. Temporary project identification signs and bulletin boards
7. Waste disposal services

8. Rodent and pest control
9. Construction aids and miscellaneous services and facilities

D. Security and protection facilities include, but are not limited to, the following:

1. Temporary fire protection
2. Barricades, warning signs, and lights
3. Sidewalk bridge or enclosure fence for the site
4. Environmental protection

XXIII. CONTRACTOR'S SUPERINTENDENT AND SUPERVISION

A. The Contractor shall keep on its work, during its progress, a competent General Superintendent and any necessary assistants, all satisfactory to the Owner & Project Manager. The Contractor's Superintendent shall not be changed except-with the consent of the Owner unless the Contractor's Superintendent proves to be unsatisfactory to the Contractor and ceases to be in Contractor's employ. The Contractor's Superintendent shall represent the Contractor in the Contractor's absence and all directions given to Contractor's Superintendent shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Owner's Project Manager shall not be responsible for the acts or omissions of the Contractor's Superintendent or assistants.

B. The Contractor shall give efficient supervision to the work using its best skill and attention. Contractor shall carefully study and compare all Specifications, Drawings and other instructions and shall at once report to the Project Manager any error, inconsistency or omission which he may discover.

C. The Owner's Project Manager may by written notice require the Contractor to remove from the project any employee of the Contractor, any Subcontractor or any employee of any Subcontractor if the Owner's Project Manager deems such person or persons to be incompetent or otherwise unsatisfactory.

XXIV. SUBCONTRACTORS AND MANUFACTURERS

A. The Owner reserves the right to reject and/or to permit substitutions of any subcontractor or any manufacturer proposed by the Contractor for cause at any time, and no such rejection or substitution by the Owner shall be cause for adjustment in the Contract Price.

B. In addition to the liability otherwise imposed upon the Contractor, the Contractor shall assume full responsibility to the Owner for the acts or omissions of the subcontractors, their agents and employees, and the acts or omissions of the Contractor's agents or employees.

C. The Contractor agrees to bind every Subcontractor (and every subcontractor of a subcontractor) and every Subcontractor, (and every subcontractor or a subcontractor) agrees and shall be deemed to be bound by the terms of the Contract Documents, unless specifically set forth to the contrary in a subcontract or other document approved in writing by the Owner.

D. The Project Manager shall, on request, furnish to any subcontractor, wherever practicable, evidence of the amounts approved on his account.

XXV. PROTECTION OF WORK AND PROPERTY

A. The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the Owner's property from injury or loss arising connection with the Contract. Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

B. The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by

such features of construction such as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials. Contractor shall designate a responsible member of its organization on the work, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Project Manager by the Contractor.

C. In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Project Manager or Owner, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury; and shall so act, without appeal, if so authorized or instructed, and the Contractor shall be entitled to reimbursement for any costs and expenses incurred in taking such emergency action unless the emergency situation was caused by Contractor's negligence or the negligence of any Subcontractor.

XXVI. ACCESS TO BUILDINGS AND SCHEDULING OF UTILITIES INTERRUPTIONS

A. The Owner will supply electricity and water for construction use. Contractor must provide support equipment and protection of all utility feeds, pipes, fixtures and accessories. This shall include but not be limited to winterzation, protection for water, snow and freezing temperatures.

B. The Contractor shall caution all workmen regarding blocking of roadway, illegal parking, blocking of loading docks and blocking of existing facilities or buildings. Blocking of access to buildings will not be permitted.

C. The Contractor shall file a schedule with the Project Manager showing the proposed dates when areas occupied and in use by the Owner will be involved in the construction and when any services, including electrical, heat, water, and drainage will be interrupted. Work in these areas or interruption of services shall be scheduled by the Project Manager and as specified under the subdivision of these specifications.

D. The Contractor shall maintain access to all adjacent buildings, walks, and properties at all times. Access by handicap or disabled persons shall be included and arrangements made at the Contractors expense to all areas disrupted by construction.

XXVII. CONTRACTOR'S GUARANTEES

A. Specifications for certain parts of the work hereinafter described demand a guarantee covering definite periods of time.

B. The Contractor shall guarantee these parts for the periods specified and all other parts of the work for a period of one year (or longer period if so specified) from date of Substantial Completion against defects in workmanship, materials and construction, fair wear and tear excepted, and shall make good, at its own expense, any such defects that may appear within the period covered by the guarantee.

C. The Contractor shall further guarantee that all work is executed in strict accordance with the Specifications and Drawings, including any changes or alterations that may be authorized in writing.

XXVIII. THE OWNER'S RIGHT TO DO WORK

A. If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the Owner, after three days written notice to the Contractor, may, without prejudice to any other remedy Owner may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

XXIX. OWNER'S RIGHT TO TERMINATE CONTRACT

A. If the Contractor:

1. should generally fail to pay his debts as they become due;

2. shall admit in writing his inability to pay such debts;

3. should make a general assignment for the benefit of creditors;

4. shall commence any case, proceeding or other action seeking to have an order for relief as debtor or to adjudicate Contractor as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Contractor or Contractor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors or seeking appointment of a receiver, trustee, custodian or other similar official for Contractor or for all or any substantial part of Contractor's property (or if any such case, proceeding or other action is commenced against the Contractor and such case, proceeding or other action
   a) results in the entry of an order for relief against the Contractor which is not fully stayed within seven business days after the entry thereof or
   b) shall remain undismissed for a period of forty-five [45] days);

5. shall take any corporate action in contemplation of or to authorize any of the actions set forth above in this Article;

6. should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workmen or proper materials;

7. should fail to make prompt payment to Subcontractors, or for material or labor;

8. should persistently disregard laws, ordinances or the instruction of the Owner, or Project Manager;

9. should otherwise be guilty of a substantial violation of any provision of the Contract;

B. then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor, and Contractor's surety, if any, seven days notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum shall exceed the expense of finishing the work including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense, incurred by the Owner as herein provided, and damage incurred through the Contractor's default, shall be certified by the Project Manager.

C. In the event of default and court action, the prevailing party in any such action shall be entitled to expenses of litigation and a reasonable attorney fee.

XXX. ASSIGNMENT

A. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due hereunder, without the previous written consent of the Owner.

XXXI. WAIVER

A. No waiver by the Owner of any breach of the provisions, conditions or covenants contained in the Contract Documents required to be performed by the Contractor shall be construed as a waiver of any succeeding breach of the same or any other provision, condition or covenants.

XXXII. CASH ALLOWANCES

A. The Contractor shall include in the Contract Price all allowances named in the Contract Documents and shall cause the work so covered, to be done by such Contractors and for such sums as the Project Manager may direct, the Contract Price being adjusted in conformity therewith. The Contractor declares that the Contract Price includes such sums for expenses and profit on account of cash allowances as Contractor deems proper. No demand for delivery costs, expenses or profit other than those included in the Contract Price shall be allowed. The Contractor shall not be required to employ for any such work persons against whom he has a reasonable objection.

XXXIII. PERMITS AND REGULATIONS

A. To the extent not otherwise provided for in these General Conditions or any supplementary conditions, the Contractor file all applications, pay all associated fees for permits, and licenses,

and shall give all notices required by laws, ordinances, rules and regulations bearing on the complete project.

XXXIV. CODES AND ORDINANCES

A. All building construction work, alterations, repairs, or mechanical installations and appliances connected therewith shall comply with the Indiana Administrative Rules, Codes and Standards, local ordinances and such statutory provisions pertaining to this class of work; such rules, regulations and local ordinances to be considered as a part of these Specifications.

B. If the Specifications and Drawings are at variance therewith, the Contractor shall notify the Project Manager before proceeding with the work and the value of any necessary changes in materials or construction shall be adjusted under methods hereinto fore stated. If any part of the Contractor's work shall be done contrary to such laws, ordinances, rules or regulations without such notice, Contractor shall bear all costs arising therefrom.

XXXV. ROYALTIES AND PATENTS

A. The Contractor shall pay all royalties and license fees and shall defend all suits or claims whatsoever for infringement of any patent rights, which may arise on this work and. shall save the Owner harmless from any claim, loss, or liability on account thereof.

XXXVI. USE OF PREMISES

A. The Contractor shall confine its apparatus, storage of materials and operations of its workmen to limits indicated by law, ordinances, permits or directions of the Project Manager, and shall not unnecessarily encumber the premises with materials. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

XXXVII. CLEANING UP

A. The Contractor shall at all times keep the premises free from the accumulation of waste materials or rubbish caused by Contractor's employees or work, and at the completion of its work Contractor shall remove all its rubbish from and about the building, and all tools, scaffold and surplus materials and shall leave its work "broom-clean" and ready for use. In case of dispute, the Owner may remove the rubbish and charge the cost to the several Contractors, as the Project Manager shall determine to be just.

B. The Contractor shall enforce the Owner's instructions regarding signs, advertisements, fires and smoking.

C. Surrounding roadways and streets must be cleaned on a daily basis.

D. The Contractor shall keep all public and all of the Owner's drives and streets, cleaned of spilled or tracked material from trucking operations. In case of dispute the Owner may remove the rubbish and charge the cost to the several Contractors as the Project Manager shall determine to be just.

1. Burning of trash on site is prohibited.

2. Debris, as defined by the Project Manager, shall become the property of the Contractor and shall be suitably disposed of away from the project site daily. No debris shall be allowed to accumulate in or around the building.

XXXVIII. CUTTING, PATCHING AND DIGGING

A. The Contractor shall do all cutting, fitting or patching of its work which may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the Specifications and Drawings for the completed structure, and Contractor shall make good after them as the Project Manager may direct.

B. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor.

C. The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor, without the consent of the Project Manager.

XXXIX. GROSS INCOME TAX - NON-RESIDENT CORPORATE CONTRACTORS

A. The Indiana Gross Income Tax [I.C. 6-2.1-1-1 et sect] requires the Owner to withhold and pay directly to the Indiana Gross Income Division, from amounts payable to non-resident contractors, the amount of Indiana Gross Income Tax required by I.C. 6-2.1-6-1 (presently 1.2% of all payments in excess of $1,000.00 per calendar year). For purposes of this Article, "non-resident contractors shall not include foreign corporations qualified with the Secretary of State to do business in the State of Indiana.

XL. INDIANA SALES AND USE TAX

This project is not exempt from Indiana State Sales Tax

XLI. NONDISCRIMINATION PROVISIONS

A. GENERAL

1. The Contractor shall perform, observe and comply with all applicable state, municipal and federal laws, rules, regulations and Executive Orders pertaining to nondiscrimination against employees or applicants for employment because of race, color, religion, sex, handicap, disability, national origin or ancestry. During the performance of this Contract, the Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder. When required by such laws, rules, regulations and Executive Orders, the Contractor shall include nondiscrimination provisions in all contracts and purchase orders.

B. SPECIFICALLY THE CONTRACTOR AGREES:

1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, neither the Contractor, any Subcontractor, nor any person acting on behalf of the Contractor or Subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry or handicap, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

2. That neither the Contractor, Subcontractor, nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry, or handicap.

3. That there may be deducted from the amount payable to the Contractor by the Owner, under this contract, a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of these nondiscrimination provisions; and

4. That this contract may be canceled or terminated by the Owner, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of these nondiscrimination provisions.

C. STATE REQUIREMENTS

1. By the act of submitting a bid, each bidder shall be deemed to have certified to the Owner that it has at all times complied with the nondiscrimination provisions of Senate Enrolled Act No. 484 - Section 4 enacted by the First Regular Session 99th General Assembly 1975, unless such bidder states otherwise in a written statement submitted with the Bid. The Owner will refrain from entering into any contract with any Bidder who states that it has failed to comply with said nondiscrimination provisions of said Senate Enrolled Act. No. 484 - Section 4. The applicable portion of Senate Enrolled Act No. 484 - Section 4 is as follows:

a) SECTION 4. IC1971, 22 0-10, as amended by Acts 1971, P.L. 347, SECTION 7, is amended to read as follows: Sec. 10. Every contract to which the state or any of its political or civil subdivisions is a party, including franchises granted to public utilities, shall contain a provision requiring the Contractor and his subcontractors not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, handicap, national origin or

ancestry. Breach of this covenant may be regarded as a material breach of the contract."

2. Each application for employment shall be accompanied by a nondiscrimination certificate.

D. COMPLIANCE AFFIDAVIT:

1. Each application for payment shall be accompanied by a certificate, dated and signed by the Contractor, substantially as follows:

a) "This is to certify that in the performance of this Contract, neither the undersigned Contractor nor (so far as the undersigned has knowledge) any of its Subcontractors has violated the provisions of 'Nondiscrimination Provisions' of these General Conditions".

XLII. COOPERATION OF CONTRACTORS

A. When work installed under this contract is adjacent to the construction area of work under other contracts, this Contractor shall schedule and coordinate its work as directed by the Project Manager. All contractors and subcontractors under this contract shall fully cooperate in all phases of the project so as not to impede the progress of the work on this project or adjacent projects.

XLIII. PARKING REGULATIONS

A. The Contractor and its employees are to conform to the Owner's Motor Vehicle and Traffic Regulations.

XLIV. SPECIAL PROVISIONS REGARDING RETAINAGE, BONDS AND PAYMENT OF CONTRACTORS AND SUBCONTRACTORS

A. For purposes of this Contract, the Owner has determined to withhold as retainage:

1. No more than 10 percent of the dollar value of all work satisfactorily completed until the Work is 50 percent complete; or

2. No more than 5 percent of the dollar value of the Contract sum to date until the work is substantially completed so long as the contractor has given no reason to continue holding 10%.

XLV. OCCUPATIONAL SAFETY AND HEALTH ACT

A. GENERAL:

1. The Contractor shall administer and comply with all the rules, standards, and regulations of the Construction Safety Act (40 U.S.C. 333) and the Williams-Stieger Occupational Safety and Health Act (OSHA) of 1970 (29 U.S.C. 650 et seq.) as administered and enforced by the Occupational Safety and Health Administration, Department of Labor. The Contractor shall further administer and comply with all the provisions, standards, rules and regulations of the Indiana Occupational Health and Safety Act (OSHA) of 1971 (I.C. 22-8-1.1-1, et seq) including, but not limited to, 29 C.F.R. 1926, Subpart P (trench safety systems).

B. REGULATION:

1. The Contractor shall not require or permit any laborer or mechanic, including apprentices and trainees, employed m the performance of this contract to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to by the Secretary of Labor by regulation (29 CFR Part 1926, 36 FR 7340, April 17, 1971) pursuant to Section 107 of the Contract Work Hours and Safety Standards Act.

XLVI. OPEN COMPETITION

A. Where in these Specifications one or more certain materials, trade names, or articles of certain manufacture are mentioned, it is done for the express purpose of establishing a basis of

durability and efficiency and not for the purpose of limiting competition. Other names or materials can be used, if in the opinion of the Project Manager they are equal in durability and efficiency to those mentioned and of a design in harmony within the work as outlined and the Project Manager gives written approval of a substitution before the articles and material are ordered by the Contractor.

XLVII. ENVIRONMENTAL PERMITS AND REQUIREMENTS

A. Contractor warrants that it is a competent Contractor, and has thoroughly familiarized itself with the Work that it is to perform, the manner in which it has determined to perform the Work and the materials and equipment it has determined to use in performing the Work. Contractor further warrants that it has familiarized itself with the environmental and health laws (federal and state) and regulations (federal and state and including, but not limited to, regulations issued or promulgated by the Environmental Protection Agency and the Indiana Department of Environmental Management) applicable to the Work to be performed, the manner in which Contractor intends to perform it and the materials and equipment Contractor intends to use in performing the Work.

B. To the extent that either the Work which the Contractor is to perform, the manner in which Contractor determined to perform the Work or the equipment or materials used (or to be used) by the Contractor in performing the Work are the subject of laws (federal or state) or regulations (federal or state, and including, but not limited to, regulations promulgated or issued by the Environmental Protection Agency or the Indiana Department of Environmental Management) requiring compliance by the Contractor or its Subcontractors, Contractor agrees to administer and comply with the applicable laws and regulations.

C. COMPLIANCE AFFIDAVIT:

1. Each application for payment shall be accompanied by an affidavit, signed and dated by Contractor, substantially as follows:

a) This is to certify that in the performance of this Contract, neither the undersigned Contractor, nor (so far as the undersigned has knowledge) any of its Subcontractors has violated any environmental or health laws, regulations or ordinances. This is to further certify that in the performance of this Contract, neither the undersigned Contractor, nor (as far as the undersigned has knowledge) any of its Subcontractors has violated any environmental or health permit applicable to the Work.

XLVIII. HAZARD COMMUNICATION

A. Contractor shall establish a program to coordinate the exchange of material safety data sheets or other hazard communication required to be made available to or exchanged between or among employers at the site in accordance with applicable laws or regulations. At all times during performance of the Work, Contractor shall be responsible for administering the hazard communication program and coordinating the hazard communication. Contractor shall provide Project Manager with copies of all material safety data sheets or other hazard communication exchanged among or made available to employers at the site.

B. HAZARDOUS MATERIALS

1. Owner shall be responsible for any Hazardous Materials, including asbestos, polychlorinated biphenyl ("PCBs"), petroleum (for example, oil, fuel oil, oil sludge, oil refuse, gasoline, kerosene and oil mixed with other non-Hazardous Materials), Hazardous Waste (as defined in Section 1004 of the Solid Waste Disposal Act [42 U.S.C. Section 6903] as amended from time to time) or Radioactive Material (including source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 [52 U.S.C. Section 2011 et seq.] as amended from time to time) which are uncovered or revealed at the site and which were not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. To the extent that Hazardous Materials are shown or indicated in Drawings or Specifications or identified in the Contract Documents, but are not made the subject of supplementary conditions, then Contractor shall be responsible for the Hazardous Materials so shown, identified or indicated. In no event shall the Owner be responsible for any Hazardous Materials brought to the site by Contractor, Subcontractors, Suppliers or anyone else for whom Contractor is responsible.

2. To the extent that Contractor discovers Hazardous Materials (as described above) or that Contractor discovers materials which it either believes, or has reason to believe, may constitute Hazardous Materials, and which were not shown or indicated in the Drawings or Specifications or not identified in the Contract Documents then the Contractor shall:

   a) immediately report the same to the Project Manager by the most expedient means available and confirm the report in writing; and

   b) immediately cease all work in the vicinity of the materials believed to be hazardous.

3. The Project Manager shall then take measures, reasonable and appropriate under the circumstances, to ascertain the true character of the materials believed to be hazardous and the measures, if any, necessary to make the job site reasonably safe for the Contractor's completion of the Work. Upon receiving notice from the Project Manager (which shall be confirmed in writing) to complete performance of the Work, Contractor shall immediately resume performance of the Work.

XLIX. INDEMNITY

A. Any work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless Cube & Company, the Owner, affiliated companies of Cube & Company, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors and assigns, from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) which arise or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend Cube & Company or Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

B. Contractor's indemnification and defense obligations hereunder shall extend to claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

END OF SECTION

City of West Lafayette Provisions Required in all Contracts

1. <u>Prevailing party – attorney fees</u>

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

2. <u>Engaging in activities w/Iran</u>

By signing this Contract, Contractor **certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.**

3. <u>E-Verify</u>

Contractor shall comply with E-Verify Program as follows:

a. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

b. Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractors subsequently learns is an unauthorized alien. If Contractor violates this Section 7(b), the City of West Lafayette require Contractor to remedy the violation not later than thirty (30) days after the City of West Lafayette notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, the City of West Lafayette shall terminate the contract for breach of contract. If the City of West Lafayette terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to the City of West Lafayette for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

c. If Contractor employs or contracts with an unauthorized alien but the City of West Lafayette determines that terminating the contract would be detrimental to the public interest or public property, the City of West Lafayette may allow the contract to remain in effect until the City of West Lafayette procures a new contractor.

d. Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 7(d), Contractor may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Contractor or the subcontractor.

e. By its signature below, Contractor swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the City of West Lafayette that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

4. Non-Discrimination

Contractor agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

(c) That the City of West Lafayette may deduct from the amount payable to the contractor a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by City of West Lafayette and all money due or to become due hereunder will be forfeited.