

[Form01]

City of Mt. Pleasant, Michigan

CONTRACT DOCUMENTS

For

LED Street Lighting Retrofit Project



Bruce Kilmer
Mayor

KATHY GRINZINGER
City Manager

Prepared By:
Department of Building Safety and Code Enforcement

Brian Kench
Building Official

October 2011

[Form08]

City of Mt. Pleasant, Michigan

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THE CITY OF MT. PLEASANT, MICHIGAN

CITY HALL

320 W. Broadway St. • 48858-2312
(989) 779-5300
(989) 773-4691 fax

PUBLIC SAFETY

804 E. High • 48858-3595
(989) 779-5100
(989) 773-4020 fax

PUBLIC WORKS

1303 N. Franklin • 48858-4682
(989) 779-5400
(989) 772-6250 fax

NOTICE TO BIDDERS

LED Street Lighting Retrofit Project - An ARRA Federally Funded Project

The City of Mt. Pleasant, Michigan, is requesting sealed bids at the Office of the City Clerk, City Hall, 320 W. Broadway Street, Mt. Pleasant, Michigan 48858, until 1:30 p.m. (local time), on November 15, 2011, at which time and place the bids will be publicly opened and read. All bids shall be submitted in a sealed envelope, plainly marked "LED Street Lighting Retrofit Project – November 15, 2011."

Proposals are solicited on a lump sum basis, for the following work:

Retrofit (56) 250w Metal Halide/High Pressure Sodium Fixtures located on 24' Poles
Retrofit (114) 150w Metal Halide/High Pressure Sodium fixtures located on 12' Poles

All bid proposals must be accompanied by a bid bond, bank cashier's check, bank draft, or certified check for not less than five percent (5%) of the bid price, made payable to the City of Mt. Pleasant.

To view and download complete Plans and Specifications at no charge, visit the City of Mt. Pleasant website at www.mt-pleasant.org/depts/engineering/biddinginfo.htm

The City of Mt. Pleasant reserves the right to accept or reject any or all bids, to waive any irregularities in the bids, and to select the bid considered most advantageous to the city.

Brian Kench
Building Official
(989) 779-5301

Jeremy Howard
City Clerk

[LED Street Lighting Retrofit Project – NB]

INSTRUCTIONS TO BIDDERS

1. Proposals

Proposals must be made upon the forms provided therefore, with the Bid amount both written and shown in figures, and all other data required submitted.

The Proposal, bound together with all Proposal Documents, must be enclosed in a sealed envelope marked as specified in the Notice to Bidders for such Bid and clearly indicating the name and address of the Bidder and must be received by the City Clerk, City Hall, 401 N. Main Street, Mt. Pleasant, Michigan 48858, no later than the time and date specified in the Notice to Bidders. At such specified time, Proposals shall be publicly opened and read aloud.

2. Basis of Proposals

Proposals are solicited on the basis of unit price(s) and/or lump sum(s), as specified on the Proposal form.

The City of Mt. Pleasant (also referred to as "Owner"), reserves the right to accept any Bid, to reject any or all Bids, to waive any irregularities in the Bids, reduce or increase the lump sum price based on unit pricing provided in the Bids, and to select the Bid considered most advantageous to the city.

3. Comparison of Bids

In comparing Bids, consideration shall be given to the time proposed for completion of the Contract, qualifications of Bidder, price differentials, alternate Proposals for the alternate items listed in the Proposal (if applicable), and any other pertinent factors. **The City of Mt. Pleasant grants a preference to businesses located within the Mt. Pleasant City Limits. The preference given is a differential above the low bid if the low bid is not from a City of Mt. Pleasant bidder. The differential allowed is 3% of the total for bids between \$5,000 and \$9999 and 2% of the total for bids over \$10,000. The maximum credit allowed is \$1500.00. In addition, the City has an in-state preference for businesses located within the State of Michigan which allows for an in-state differential of 1%, not exceeding \$1,500.** The Owner reserves the right to make an award to the Bidder whose Proposal is deemed to be in the best interest of the Owner.

4. Time

Time is of the essence in the performance of the Contract, and each Bidder, by submitting a Proposal, certifies his/her acceptance of the time allowed by the Contract for the completion of the work specified.

5. Indemnification

The Contractor shall save and hold harmless the city and its employees from and against all claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act of omission of the contractor, subcontractor, employee, or anyone under their direction. The Contractor shall

at his/her own expense, defend any and all such actions and shall pay all attorney's fees, costs, and expenses pertaining thereto.

6. **Bid Deposits**

Each Proposal shall be accompanied by a certified check, or a Bid Bond by a recognized Surety Company similar to a U. S. Government Standard Form Bid Bond, in the amount of five percent (5%) of the total amount of the Bid, made payable to the City of Mt. Pleasant, subject to forfeiture to the Owner in the event of failure on the part of the successful Bidder to enter into the attached form of agreement to do the work specified by said Proposal at the price and within the time stated therein. The Bid Deposit of all Bidders, except the three (3) lowest acceptable Bidders, shall be returned within two (2) weeks after opening of bids. The bid deposits of the three (3) lowest acceptable bidders shall be returned within 48 hours after the executed Contract(s) have been finally approved by the Owner.

7. **Liquidated Damages**

A liquidated damage clause, as given in the Contract form, provides that the Contractor shall pay the Owner as liquidated damages, and not as a penalty, the amount indicated in the Proposal for each and every calendar day that the Contractor may be in default of substantial completion of the work required under said Contract.

8. **Bonds**

The successful Bidder will be required to execute (2) Bonds, in the form attached hereto, with Surety acceptable to the Owner, as follows:

- a. Bond in the amount of 100% of the Estimated Contract Price running to the City of Mt. Pleasant, Michigan, to insure the completion of the entire work, according to the statutes of the State of Michigan in effect at that time.
- b. Bond in the amount of 100% of the Estimated Contract Price running to the People of the State of Michigan for the protection of Subcontractors and Labor and Material Men, according to the statutes of the State of Michigan in effect at that time

The successful bidder shall be required to furnish for each set of executed Contract Documents, and conformed copies thereof, an original conformed Performance Bond, Labor and Materials Bond, Maintenance Bond, and Insurance Certificates.

8. **Insurance**

The successful Bidder which will provide labor and/or material to accomplish work for the City or for others on or over street right-of-way or other City property shall carry insurance to protect the public and the City from exposure to unnecessary financial risks.

The successful Bidder will be required to maintain insurance requirements specified below. The insurance certificates shall:

- a. Show that the insurance is currently in force and termination date of each

policy.

- b. State the limits of liability of the policies covered by the certificate.
- c. Be issued to the City of Mt. Pleasant as the certificate holder.
- d. Provide that the City will receive not less than 10 days written notice of the cancellation of any listed policy.
- e. Be issued in the name of an insurance company authorized to conduct business in the state of Michigan.

Insurance shall meet or exceed the following requirements:

Type	Limit of Liability	City Contractors	Contractors on R.O.W.
Worker's Compensation and Employer's Liability	Statutory Coverage B \$100,000	X	X
Public Liability			
Bodily Injury	\$250,000 each person \$500,000 each accident	X X	X X
Property Damage	\$250,000 each accident \$250,000 each aggregate	X X	X X
Automobile Liability			
Bodily Injury	\$250,000 each person \$500,000 each accident	X X	X X
Property Damage	\$250,000 each accident \$250,000 each aggregate	X X	X X
Additional Insured			
Clause	City of Mt. Pleasant to be specifically named in policy as additional insured.	X	X
Excess liability (required unless risk nominal)	\$1,000,000 each occurrence	X	

9. **Permits and Local Codes**

The Owner shall procure the required permits for municipal sanitary sewer construction, municipal water system construction, and soil erosion control.

The Contractor shall obtain, at his/her expense, all other required local construction permits and shall comply with local building code and inspection requirements.

10. **Qualifications of Bidders**

It is the intent of the Owner to award the Contract to a Bidder fully capable, both financially and with regard to experience, to perform and complete all work in a satisfactory and timely manner. Evidence of such competency must be furnished on the forms included in the proposal, listing projects of similar difficulty, scope of work, and size which the Bidder has satisfactorily undertaken and completed.

It is the intention of the City to award the contract to a Contractor whose ability and financial resources are fully equal to the task of performing the work in a satisfactory manner. With this in view, the Proposal calls for at least five (5) references, using specific names of persons to contact concerning the Contractor's ability to do this particular class of work. References from municipalities are preferred. The mere ability to furnish a Performance Bond shall not be accepted as sufficient evidence of responsibility on the part of the Bidder. The Bidder may also be required to furnish evidence of his current financial status.

11. **Interpretation of Documents**

If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications or any Contract Document, he/she may submit to the Owner a written request for an interpretation thereof. Any interpretation made in response to such a query shall be made only by Addendum, duly issued, and a copy of such Addendum shall be mailed or duly delivered to each prospective Bidder. The Owner shall not be responsible for any other explanation or interpretation of the Contract Documents. Alternative proposals that are suggested by bidders will be given consideration, if presented before the bid opening. If accepted, an addendum will be issued and sent out to all potential bidders, so that they may bid on the alternatives that have been identified.

12. **Execution of Bid Proposal**

A Bid Proposal which is not signed by the individual making it should have attached thereto a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the person for whom it is signed.

A Bid Proposal which is signed by a partnership shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there should be attached to the Bid a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the partnership and such Power of Attorney shall be signed by all partners of the partnership.

A Bid Proposal which is signed for a corporation should have the correct corporate name thereof and the signature of the President, or other authorized officer(s) of the corporation, manually written below the corporate name and on the line indicating "By:_____." If such a Bid Proposal is manually signed by an officer other than the President of the corporation, a certified copy of a Resolution of the Board of Directors evidencing the authority of such officer(s) to sign the Bid Proposal should be attached thereto. Such a Bid Proposal should also bear the attested signature of the Secretary of the corporation and an impression of the corporate seal.

13. **Execution of Contract**

The successful Bidder to whom an award is made shall be required to enter into a

written agreement, in the form attached hereto, within ten (10) days after receipt of a Notice of Award and copies of the documents to be executed. In the event the successful Bidder fails to comply with this provision, he/she may be considered by the Owner to have abandoned all his/her rights and interests in the award and his/her certified check or amount of the Bid Bond may be declared to be forfeited to the Owner, and the Contract may be awarded to another.

14. **Bidder Responsibility For Conditions of Work and Site**

The Bidder, or his/her representative, shall make personal investigation of the site of work and of existing structures and shall determine to his/her own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved in making connections to existing structures and pipes, and any and all other factors affecting the work proposed under the Contract.

The Bidder to whom the Contract is awarded shall not be entitled to any additional compensation by reason of conditions being different from those anticipated or by reason of his/her failure to fully acquaint himself/herself with the conditions at the site affecting the work of the Contract.

15. **Changes in Work**

If any change is required to be made in the work of the Contract, a payment adjustment therefore shall be determined as specified in the "TECHNICAL SPECIFICATIONS, Section 1 - General Construction Specifications" of the Contract.

Revised: February 2006

[Form24a]

City of Mt. Pleasant, Michigan
BID PROPOSAL
LED Street Lighting Retrofit Project

TO: City Clerk
City Hall
320 W. Broadway Street
Mt. Pleasant, MI 48858

BID DATE: November 15, 2011
TIME: 1:30 p.m.

The undersigned, as Bidder, hereby declares that this bid is made in good faith without fraud or collusion with any person or persons bidding of the same Contract; that the Bidder has carefully read and examined the Contract Documents, including the Notice to Bidders, Instructions, Bid Proposal and Technical Specifications and Special Conditions for the designated work and understands all of the same; the Bidder, or the Bidder's representative, has made such a personal investigation at the site as is necessary to determine the character and difficulties attending the execution of the proposed work; and the Bidder proposes and agrees that if this Proposal is accepted, the Bidder will contract with the Owner in the form of the Contract hereto annexed, to provide necessary machinery, tools, apparatus and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials and equipment specified or referred to in the Contract Documents, including Addenda No. __, __, and __, in the manner and time therein prescribed, and according to the requirements of the Owner as therein set forth to furnish Contractor Bonds and Insurance required of the Contractor by the Contract Documents, and that the Bidder will take in full payment therefore the prices set forth in the following Proposal.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any irregularities in the bidding. The Owner may also reduce or increase the lump sum price based on unit pricing provided in the following Proposal.

The Bidder agrees that his bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving the bids.

Upon receipt of a written Notice of Award of the Bid, the Bidder shall execute the formal Contract Agreement attached hereto within ten (10) days and shall deliver to the Owner a Surety Bond or Bonds required. In the event the Contract and Bond are not executed within the time above set forth, the Bid Deposit attached in the sum of five percent (5%) of the Bid Proposal shall become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused thereby.

The Bidder hereby agrees to commence work under this Contract on or before the date to be specified in the written Notice to Proceed executed by the Owner and to fully complete the project as stipulated in the Special Conditions of these Specifications. The Bidder further agrees to pay as liquidated damages the sum indicated in the Special Conditions for each consecutive calendar day thereafter, until substantial completion, that

is when all work items in the proposal are complete and notification of substantial completion of work items and final quantities is given to the Director of Building Safety and Code Enforcement by the Bidder.

The below labor and equipment lump sum and unit prices shall include all overhead, profit, insurance, etc., to cover the finished work of the several kinds specified. The base bid includes Item #1 and #2, identified as Priority Area #1 on the Location Map. The Owner reserves the right to adjust the base bid based on the alternate pricing provided in Item #3-7. The Bidder agrees to perform all of the work described in the Specifications and/or shown on the Plans for the following prices:

**Total Lump Sum Bid (includes Item #1 and #2)
Priority Area #1 Identified on Location Maps**

Item Number	Description	Quantity	Equipment Cost	Labor Cost	Lump Sum Total Cost
#1	Retrofit 250w MH/HPS located on 24' Poles	56			
#2	Retrofit 150w MH/HPS located on 12' Poles	114			
Total Lump Sum Bid					

MH – Metal Halide; HPS – High Pressure Sodium

_____ and ____/100 Dollars
(written).

Alternate Unit Pricing (#3, 4 and 5)

Item Number	Description	Quantity	Equipment Cost Each	Labor Cost Each	Total Cost Each
#3	Retrofit 250w MH/HPS located on 24' Poles	1 (Each)			
#4	Retrofit 150w MH/HPS located on 12' Poles	1 (Each)			
#5	In-Line Fuses	1 (Each)			

**Alternate Lump Sum (Item #6 and #7)
Priority Area #2 Identified on Location Maps**

Item Number	Description	Quantity	Equipment Cost	Labor Cost	Lump Sum Total Cost
#6	Retrofit 250w MH/HPS located on 24' Poles	21			
#7	Retrofit 150w MH/HPS located on 12' Poles	6			
Total Lump Sum Alternate Bid					

_____ and ____/100 Dollars
(written).

Voluntary Alternates (use separate sheet if necessary):

Description DEDUCT	ADD
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____

RESPECTFULLY SUBMITTED,
COMPANY NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP CODE _____
AREA CODE/TELEPHONE NUMBER _____ DATE _____
Authorized Signature _____
Print or Type Name and Title _____
Fax Number _____

**EXPERIENCE QUESTIONNAIRE
TO BE FURNISHED BY BIDDER
CITY OF MOUNT PLEASANT, MICHIGAN**

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers hereinafter made.

1. How many years have you been in business as a contractor under your present name?

2. How many years have you been a principal officer of a firm under a different name?

Name of Firm _____

3. What projects of a similar nature has your organization contracted for within the past five years? (NOTE: Fill out each blank completely.)

Name of Owner & Location	Name/Address/Phone # of Person in Charge as Reference	Type of Work	Value of Work	Date Completed
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____

[LED Street Lighting Retrofit Project – BP]

SECTION 1 – General Construction Specifications

City of Mt. Pleasant, Michigan **AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the CITY OF MT. PLEASANT, MICHIGAN, a Michigan municipal corporation, whose principal offices are located at City Hall, 401 North Main Street, Mt. Pleasant, Michigan 48858, hereinafter referred to as CITY and _____ of _____

_____ hereinafter referred to as CONTRACTOR, for the considerations stated herein, agree as follows:

1. The CONTRACTOR agrees to forthwith perform specified services in accordance with the Specifications attached hereto and incorporated herein by reference.
2. The CITY shall pay to the CONTRACTOR, and the CONTRACTOR shall accept as full payment for the performance of this work, subject to any additions or deductions provided for, the total contract price of _____ DOLLARS (\$_____). Such payment shall be made within thirty (30) days of receipt of any invoice, pending completion and acceptance of work performed.
3. In the event of any disagreement or controversy arising between the parties hereto as to the meaning of the Specifications, the interpretation of the proper execution of this contract, the amount of work to be performed, measurements and quantities, material(s) to be used, rate of progress, or other disputes under this contract, such disagreement or controversy shall be submitted to the Mt. Pleasant Division of Public Works, and the decision of the Director of Public Works shall be final.
4. All work shall be performed in strict compliance with the Specifications attached hereto.
5. In the event the CITY determines, at any time, that the work to be performed hereunder is not being performed in a good, substantial, workmanlike or timely manner, the CITY may suspend or terminate work hereunder without any liability to the CITY.
6. It is understood and agreed that the Notice to Bidders, Proposal, Specifications, and all Addenda prepared for this project are all essential documents of this contract and are incorporated as a part of this Agreement by reference.

SECTION 1 – General Construction Specifications

7. In the event that any provision of any part of this contract conflicts with the provision(s) of another part of the contract, the provisions contained in the document first listed below, when applicable, shall govern:

- a) Agreement
- b) Addenda
- c) Special Conditions of Contract
- d) Contract Drawings
- e) Approved Shop and Working Drawings and Change Orders
- f) Contractor's Proposal and Bid Schedule
- g) Detailed Specifications
- h) Technical Specifications
- i) Instructions to Bidders
- j) Notice to Bidders

8. This agreement shall be binding upon the personal representatives, successors and assigns of the parties hereto.

In the WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

WITNESS:

CITY OF MT. PLEASANT

By: _____

Mayor

Clerk

WITNESSES:

Contractor

By: _____

[signature-authorized officer]

Print or Type Name & Title

SECTION 1 – General Construction Specifications

City of Mt. Pleasant, Michigan
PAYMENT BOND
(Under Act 213 of 1963)

KNOW ALL MEN BY THESE PRESENTS, That _____, of _____, as PRINCIPAL, and _____, a Corporation, organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Michigan, as SURETY, are held and firmly bound unto THE CITY OF MT. PLEASANT, MICHIGAN, as obligee, and hereinafter called "OWNER", in the just and full sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment whereof, the PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above PRINCIPAL has entered into a written contract with the OWNER, dated _____, for the work known as:

in accordance with the plans and specifications prepared by THE CITY OF MT. PLEASANT, DIVISION OF PUBLIC WORKS, Mt. Pleasant, Michigan, which contract is hereby referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein; and

WHEREAS, this bond is given in compliance with and subject to the provisions of the Act 213 of the Public Acts of Michigan for the year 1963, as amended by subsequent acts to date.

NOW, THEREFORE, the conditions of this obligation are that if the PRINCIPAL and its subcontractors shall make all payments as they become due and payable of all amounts owing to subcontractors and to parties supplying labor or materials to the PRINCIPAL, or to its subcontractors, in the prosecution of the work provided for in said contract (intending to include herein all claimants as defined in Section 6 of Act 213 of 1963, as amended), then this obligation shall be void; otherwise, the same shall be in full force and effect; and

PROVIDED, that any alterations which may be made in the terms of the said contract, or in the work to be done under it, or any extension of the time for the performance of said contract or any other forbearance on the part of either part to the other, or the placing of an inspector or resident engineer thereon by the OWNER, shall not in any way release the PRINCIPAL and the SURETY, or either of them, their heirs, executors, administrators, successors, or assigns, from any liability hereunder. Notice to the SURETY of any alterations, extensions of or of any forbearance being hereby waived.

SECTION 1 – General Construction Specifications

IN WITNESS WHEREOF, signed and sealed this ____ day of _____.

WITNESSES: PRINCIPAL: _____

_____ By: _____ (Seal)

_____ By: _____ (Seal)

SURETY: _____

_____ By: _____ (Seal)

_____ Title: _____

LOCAL ADDRESS OF AGENT FOR SURETY:

(Name)

(Street, City, State, ZIP Code)

SECTION 1 – General Construction Specifications

City of Mt. Pleasant, Michigan

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That _____, of _____, as PRINCIPAL, and _____, a Corporation, organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Michigan, as SURETY, are held and firmly bound unto THE CITY OF MT. PLEASANT, MICHIGAN, as obligee, and hereinafter called "OWNER", in the just and full sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment whereof, the PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above PRINCIPAL has entered into a written contract with the OWNER, dated _____, for the work known as:

in accordance with the plans and specifications prepared by THE CITY OF MT. PLEASANT, DIVISION OF PUBLIC WORKS, Mt. Pleasant, Michigan, which contract is hereby referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein; and

WHEREAS, this bond is given in compliance with and subject to the provisions of the Act 213 of the Public Acts of Michigan for the year 1963, as amended by subsequent acts to date.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL shall, in all respects, well and truly keep and perform the said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said contract, and shall defend, indemnify and save harmless the OWNER against any and all liens, encumbrances, damages, demands, expenses, costs and charges of every kind, except as otherwise provided in said contract documents, arising out of or in relation to the performance of said work and the provisions of said contract, and shall remove and replace any defects in the workmanship or materials, as provided by contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect; and

SECTION 1 – General Construction Specifications

PROVIDED, that any alterations which may be made in the terms of the said contract, or in the work to be done under it, or any extension of the time for the performance of said contract or any other forbearance on the part of either part to the other, or the placing of an inspector or resident engineer thereon by the OWNER, shall not in any way release the PRINCIPAL and the SURETY, or either of them, their heirs, executors, administrators, successors, or assigns, from any liability hereunder. Notice to the SURETY of any alterations, extensions of or of any forbearance being hereby waived.

IN WITNESS WHEREOF, signed and sealed this _____ day of _____.

WITNESSES: _____ PRINCIPAL: _____
By: _____ (Seal)
By: _____ (Seal)

SURETY: _____
By: _____ (Seal)
Title: _____

LOCAL ADDRESS OF AGENT FOR SURETY:

(Name)

(Street, City, State, ZIP Code)

LED STREET LIGHTING RETROFIT PROJECT SPECIAL CONDITIONS

SCOPE:

This project involves retrofitting existing 250w metal halide/high pressure sodium and 150w metal halide/high pressure sodium street lights with light emitting diode (LED) street lights. The project involves installing retrofit kits for existing 250w street lights located on 24 foot poles and 150w street lights located on 12 foot poles. Please refer to attached Existing Fixture.

The project's base bid will include retrofitting (56) 250w and (114) 150w street lights. The base bid will include the area identified on the Location Map as Priority #1. Alternate pricing is also requested for unit prices and the area identified on the Location Map as Priority #2. Alternate pricing for the area identified as Priority #2 includes retrofitting (21) 250w and (6) 150w street lights.

LED SPECIFICATIONS:

The Contractor shall supply and install Relume Illumadisk LED street light retrofit kits or equivalent retrofit fixture, as specified. The Illumadisk fixture or equivalent retrofit fixture, must match the current color of the existing fixture. The City of Mt. Pleasant will provide the color code before the order is placed. The Contractor shall complete the following in Priority Area #1:

- Retrofit (56) fixtures located on 24' poles. Existing fixtures are 250w Metal Halide/High pressure sodium and to be replaced with 85w Illumadisk retrofit kit or equivalent 120v/240v
- Retrofit (114) fixtures located on 12' poles. Existing fixtures are 150w Metal Halide/High pressure sodium and to be replaced with 65w Illumadisk retrofit kit or equivalent 120v/240v

Priority Area #1 identified in the Location Map is defined as north of Mosher St. South to West and East Illinois St. and from West Broadway St. at railroad tracks to North Arnold St. through the Downtown area. Please refer to attached Specifications for the Illumadisk lighting fixture.

Unit pricing is requested for Illumadisk retrofit kits for existing 250w and 150w street lights. Additionally, alternate pricing is requested for Priority Area #2 for the following:

- Retrofit (21) fixtures located on 24' poles. Existing fixtures are 250w Metal Halide/High pressure sodium and to be replaced with 85w Illumadisk retrofit kit or equivalent 120v/240v
- Retrofit (6) fixtures located on 12' poles. Existing fixtures are 150w Metal Halide/High pressure sodium and to be replaced with 65w Illumadisk retrofit kit or equivalent 120v/240v

Priority Area #2 is identified on the Location Map and defined as north of Mosher Street on Main Street.

Equivalent retrofit kits will be accepted. Equivalent retrofit kits must meet minimum performance specifications provided by Illumadisk, identified on the Specifications and LED Photometric Analysis. If equivalent retrofit kits are provided as a Voluntary Alternate on the Bid Proposal the following must be provided:

- Photometric Analysis
- Specification or Cut Sheets
- Statement of Compliance with the Buy American guidelines identified in Section 1605 of the American Recovery and Reinvestment Act (ARRA)

INSTALLATION REQUIREMENTS:

The Contractor must purchase and install the Illumadisk (or equivalent) lighting fixture specified above. The Contractor shall ensure the Illumadisk or equivalent fixture color matches the existing fixture color. The Contractor must follow the installation procedures outlined by the fixture manufacturer. The Contractor will ensure the installation meets these installation procedures so as to resolve any potential glare, wiring or any other issue that would reduce the performance or void any warranty of the product.

All existing lights and associated components must be properly disposed to meet all federal, state and local requirements. A Waste Management Plan must be provided and proof of proper disposal must be provided, as outlined in the attached ARRA Requirements.

The City of Mt. Pleasant Standard Construction Specifications dated 2007 must be followed for construction on this project. They are available on the City web page at www.mt-pleasant.org/depts/engineering/biddinginfo.htm

FUNDING AND BID PROPOSAL:

Funding for this project is limited and provided by a grant from the Michigan Economic Development Corporation. The Bid Proposal requires submittal of pricing on a lump sum basis for Priority Area #1. Priority Area #1 is the base bid, but unit pricing must also be provided. Additionally, lump sum pricing is requested for Priority Area #2.

The City of Mt. Pleasant reserves the right to accept any Bid, to reject any or all Bids, to waive any irregularities in the Bids, reduce or increase the lump sum price based on unit pricing provided in the Bids, and to select the Bid considered most advantageous to the city.

TIME CONSTRAINT:

The Contractor shall complete this work by February 10, 2012. Liquidated damages at the rate of \$300.00 per day will be assessed for each day the project is not completed beginning on February 13, 2012.

SCHEDULE:

The Contractor shall notify the Engineer regarding their schedule for performing the work at least a week prior to the work beginning.

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA):

This project is funded by ARRA. The Contractor is required to comply with the Davis Bacon Act, Buy American Provisions of the ARRA and the National Environmental Policy Act (NEPA) Waste Management Plan, in addition to the requirements outlined in the attached ARRA Requirements. Please refer to the following website <http://www1.eere.energy.gov/wip/guidance.html> for more information. Please provide a written statement in the proposal documenting compliance with these requirements.

5.030 WAGE RATE REQUIREMENTS (SECTION 1606)

All labors and mechanics, Contractors and subContractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606 & RFP Section 2.204 prevailing Wage). The secretary of Labor's determination regarding the prevailing wages applicable in Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>

[LED Street Lighting Retrofit Project– Spec. Cond.]

CITY OF MT. PLEASANT SITE LIGHTING
MT. PLEASANT, MICHIGAN

M.C. SMITH ASSOCIATES	
Approval of this submittal is subject to the provisions of the Contract Documents and Specifications. This action is for general concurrence only and the Landscape Architect is not responsible for errors or omissions.	
<input type="checkbox"/> APPROVED.	
<input type="checkbox"/> APPROVED AS NOTED; RESUBMITTAL REQUIRED.	
<input checked="" type="checkbox"/> APPROVED AS NOTED; RESUBMITTAL NOT REQUIRED.	
<input type="checkbox"/> NOT APPROVED; RESUBMIT.	
 SUBMITTAL REVIEWED BY	6.25.07 DATE

STANDARD ELECTRIC COMPANY
2650 TRAUTNER DRIVE
SAGINAW, MICHIGAN 48603

989 497-2100

STANDARD ELECTRIC COMPANY

JOB NAME: CITY OF MT. PLEASANT SITE LIGHTING
LOCATION: MT. PLEASANT, MICHIGAN

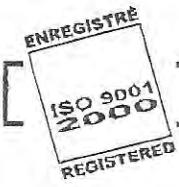
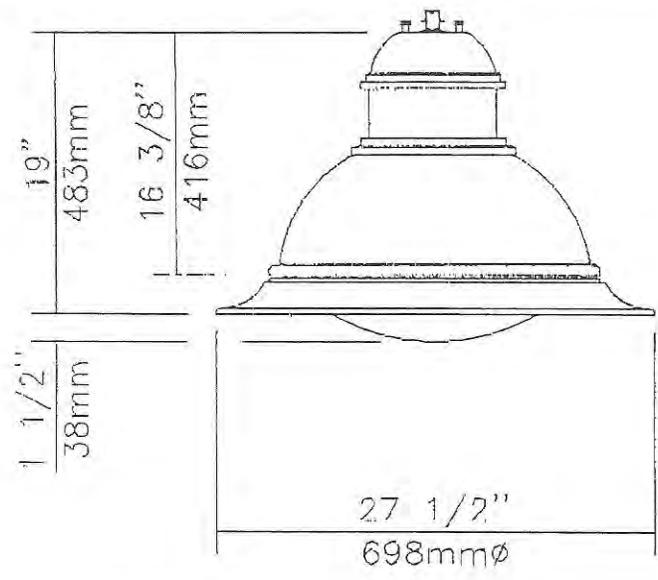
<u>TYPE</u>	<u>QTY</u>	<u>MANUF</u>	<u>DESCRIPTION</u>	<u>LAMP</u>	<u>QTY</u>
A1		LUM	LUMEC LMS12662A DMS50 250MH SCB3M QTA 240V NM BE2TX LUMINAIRE 1A BE2TX BRACKET ARM FOR DMS50 LUMINAIRE R92D 24' GFI (4) 3/4" X 24" X 3" 12 1/2" DEC BE2TX-POLE, GFI RECEPTACLE WITH "WHILE IN USE" COVER & BOLTS	INCLUDED	
A2		LUM	LUMEC LMS12662D DMS50 250MH SCB3M QTA 240V NM BE2TX LUMINAIRE 1ABE2TX BRACKET ARM FOR DMS50 LUMINAIRE R92D 24' GFI (4) 3/4" X 24" X 3" 12 1/2" DEC BE2TX-POLE, GFI RECEPTACLE ALSO W/TWIN BULLHORN FITTERS FOR TYPE C FLOODLIGHTS	INCLUDED	
B		LUM	LUMEC LMS33397A DMS30 150MH SG3 QTA/240V NM BE2TX LUMINAIRE 1ABE2TX BRACKET ARM FOR DMS30 LUMINAIRE R72D 12' GFI (4) 3/4" X 24" X 3"-12 1/2" DEC BE2TX-POLE, GFI RECEPTACLE WITH "WHILE IN USE" COVER & BOLTS	INCLUDED	
C		GAR	GARDCO DF12 HFL 250MH 240V UN F FLOODLIGHTS ONLY FOR USE ON TYPE A2 LUMEC POLES WITH CUTOFF HOOD AND BULLHORN SLIPFITTER ADAPTER TO MATCH LUMEC FINISH	INCLUDED	

A-1



640, Curé-Bolvin
Boisbriand (Québec)
Canada, J7G 2A7

Mount Pleasant City of (24334)



Qty	15	Type	A-1
		Luminaire	DMS50-250MH-SCB3M-QTA/240-BE2TX-LMS12662A

Description of Components:

Hood: A die cast A360 aluminum dome complete with a cast-in technical ring with latch and hinge. The mechanism shall offer toolfree access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing.

Reflector: A die cast A360 aluminum reflector complete with a cast-in technical ring.

Lens: Clear tempered glass curved lens, mechanically assembled on the lower part of the technical ring with brackets.

Lamp: (not included), 250 Watt Metal Halide (ANSI Code M58), ED 28 bulb, mogul base.

Optical System: (SCB3M), I.E.S. type III cut-off (asymmetrical), Smartseal system, composed of brightened anodized aluminum hydroformed reflector, permanently assembled on a sag lens. Weathertightness IP66 rating.

Ballast: High power factor of 90%. Primary voltage 120/208/240/277 volts, connected to 240 volts. Lamp starting capacity -20°F (-30 °C) degrees. Assembled on a unitized removable tray with quick disconnect plug.

Housing: In a round shape, this housing is made of cast 356 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 3/8-16 UNC. This suspension system permits for a full rotation of the luminaire in 90 degree increments.

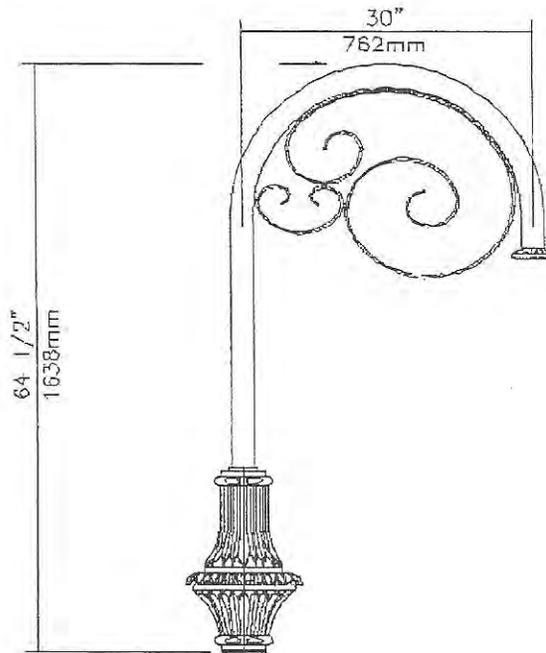
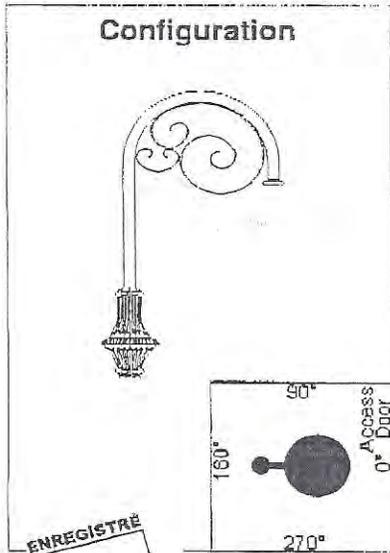
≡≡≡ **The DYNAMIC Group** ≡≡≡
 Metro • Corporate Office
 24415 Halsted Road
 Farmington Hills, Michigan 48335
 (248) 476-7676 • FAX (248) 476-0100
 Manufacturers Representatives

A-1

Mount Pleasant City of (24334)

LUMEC

640, Curé-Boivin
Boisbriand (Québec)
Canada, J7G 2A7



ENREGISTRÉ
ISO 9001
2000
REGISTERED

Qty	15	Type	A-1
		Bracket	NM-1A-BE2TX-LMS12662A

Description of Components:

Arm: Shall be made from bent 6061-T6 aluminum tubing, 2 3/8" (60mm) outside diameter, welded.

Decorative Element: Made of bent aluminum, welded.

Adaptor: Made of cast 356 aluminum welded to the arm, complete with a tenon penetrating 6" (152mm) inside the pole, mechanically fastened.

Tenon cover: Two-piece round tenon cover made from cast 356 aluminum.

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Manufacturers Representatives

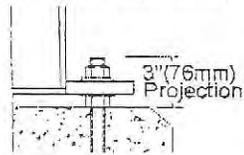
A-2

Mount Pleasant City of (24334)



640, Curé-Boivin
Boisbriand (Québec)
Canada, J7G 2A7

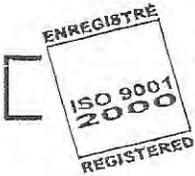
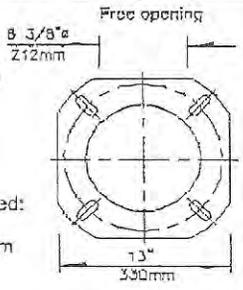
Base & Bolts Information



Comes with 4 steel anchor bolts, 3/4" X 24" + 3", 8 nuts and 8 washers. Important: Do not obstruct space between anchor plate and concrete base.

Anchor Plate

- B.C.: 12 1/2" (318mm)
- Thickness: 3/4" (19mm)
- NOTE: Bolt Circle Allowed: 11" to 13" 279mm to 330mm



Qty	15	Type	A-2
		Pole	R92D-24-GFI-BE2TX-LMS12662A

Description of Components:

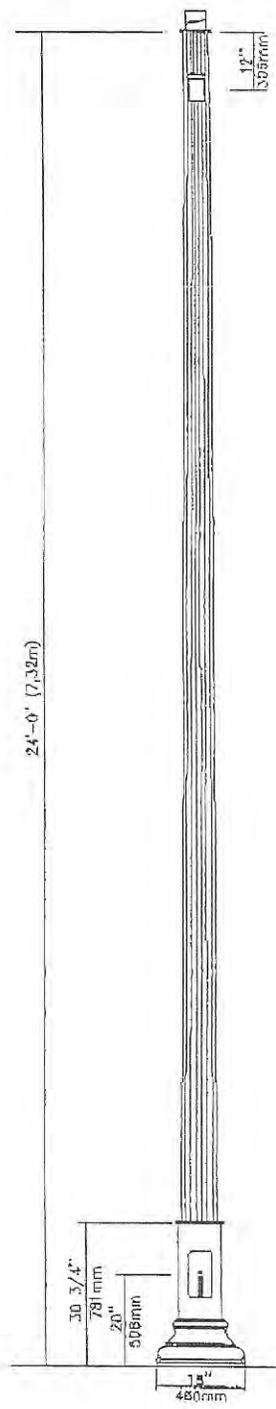
Pole Shaft: Shall be made from a 16 fluted round mandrel formed high tensile carbon steel tapered shaft, having a 0.120" (3.0mm) wall thickness, welded to the pole base. Complete with a tenon 4" (102mm) outside diameter by 6" (152mm) long.

Pole Base: Shall be made from a 8 5/8" (219mm) round high tensile carbon steel tubing base having a 0.180" (4.6mm) wall thickness, welded to both the bottom and top of the anchor plate.

Maintenance Opening: The pole shall have a 4" x 10" (102mm x 254mm) maintenance opening centered 20" (508mm) from the bottom of the anchor plate, complete with a weatherproof cast 356 aluminum cover and a copper ground lug.

Base Cover: Two piece round base cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.

Pole Options: (GFI) Duplex receptacle, 15 A, 120 volts, GFI "Taymac" #20110 type complete with a weatherproof aluminum cover.



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 Manufacturers Representatives

A-1



Mount Pleasant City of (24334)

640, Curé-Belvin
Boisbriand (Québec)
Canada, J7G 2A7

Miscellaneous

Description of Components:

Wiring: Gauge (#14) TEW wires, 6" (152mm) minimum exceeding the bracket.

Hardware: All exposed screws will be in stainless steel. All seals and sealing devices are made and/or lined with EPDM and/or silicone.

Finish: Color to be textured dark blue (BE2TX). Application of a polyester powder coat paint. (4 mils/100 microns). The chemical composition provides a highly durable UV and salt spray resistant finish in accordance to the ASTM-B117-73 standard and humidity proof in accordance to the ASTM-D2247-68 standard.

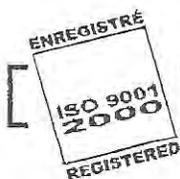
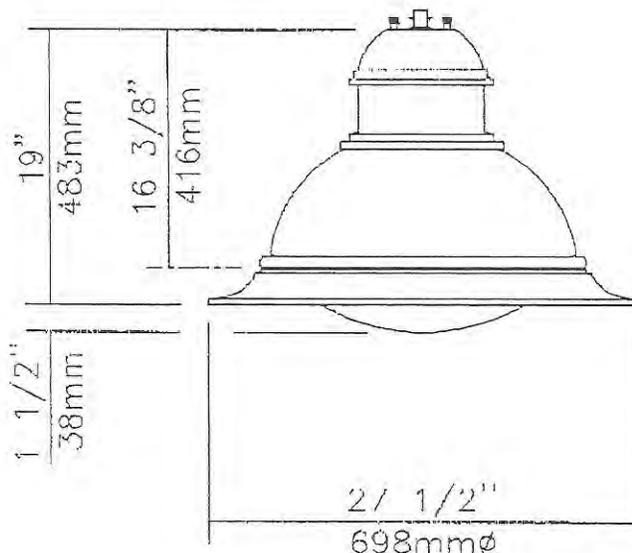
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Farmington Hills, Michigan 48335
(248) 476-7676 • FAX (248) 476-0100
Manufacturers Representatives

A-2



640, Curé-Bolvin
Boisbriand (Québec)
Canada, J7G 2A7

Mount Pleasant City of (24334)



Qty	3	Type	A-2
		Luminaire	DMS50-250MH-SCB3M-QTA/240-BE2TX-LMS12662D

Description of Components:

Hood: A die cast A360 aluminum dome complete with a cast-in technical ring with latch and hinge. The mechanism shall offer toolfree access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing.

Reflector: A die cast A360 aluminum reflector complete with a cast-in technical ring.

Lens: Clear tempered glass curved lens, mechanically assembled on the lower part of the technical ring with brackets.

Lamp: (not included), 250 Watt Metal Halide (ANSI Code M58), ED 28 bulb, mogul base.

Optical System: (SCB3M), I.E.S. type III cut-off (asymmetrical). Smartseal system, composed of brightened anodized aluminum hydroformed reflector, permanently assembled on a sag lens. Weathertightness IP66 rating.

Ballast: High power factor of 90%. Primary voltage 120/208/240/277 volts, connected to 240 volts. Lamp starting capacity -20°F(-30°C) degrees. Assembled on a unitized removable tray with quick disconnect plug.

Housing: In a round shape, this housing is made of cast 356 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 3/8-16 UNC. This suspension system permits for a full rotation of the luminaire in 90 degree increments.

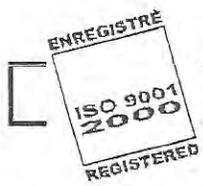
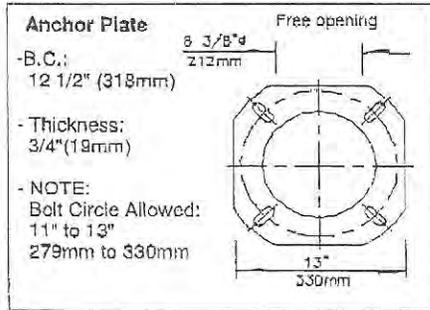
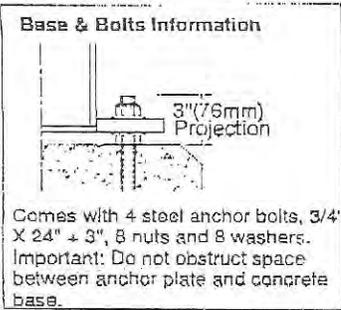
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 Manufacturers Representatives

A-2

Mount Pleasant City of (24334)



540, Curé-Boivin
Boisbriand (Québec)
Canada, J7G 2A7



Qty	3	Type	A-2
		Pole	R92D-24-GFI-BE2TX-LMS12662D

Description of Components:

Pole Shaft: Shall be made from a 16 fluted round mandrel formed high tensile carbon steel tapered shaft, having a 0.120" (3.0mm) wall thickness, welded to the pole base. Complete with a tenon 4" (102mm) outside diameter by 6" (152mm) long. Complete with a bracket mechanically assembled to the pole to accept floodlight by others.

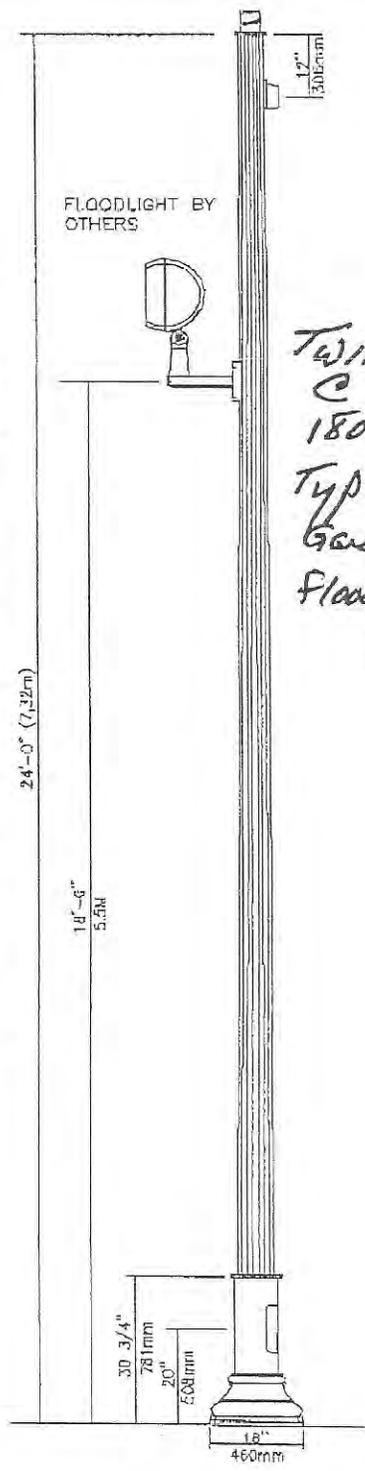
Pole Base: Shall be made from a 8 5/8" (219mm) round high tensile carbon steel tubing base having a 0.180" (4.6mm) wall thickness, welded to both the bottom and top of the anchor plate.

Maintenance Opening: The pole shall have a 4" x 10" (102mm x 254mm) maintenance opening centered 20" (508mm) from the bottom of the anchor plate, complete with a weatherproof cast 356 aluminum cover and a copper ground lug.

Base Cover: Two piece round base cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.

Pole Options: (GFI) Duplex receptacle, 15 A, 120 volts, GFI "Taymac" #20110 type complete with a weatherproof aluminum cover.

Note: IMPORTANT: To install the floodlight to bracket a PTA pole top adaptor is necessary.



*Twin
C
180°
Type C
Gardco
Floodlights*

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Manufacturers Representatives

A-2



Mount Pleasant City of (24334)

640, Curé-Bolvin
Boisbriand (Québec)
Canada, J7G 2A7

Miscellaneous

Description of Components:

Wiring: Gauge (#14) TEW wires, 6" (152mm) minimum exceeding the bracket.

Hardware: All exposed screws will be in stainless steel. All seals and sealing devices are made and/or lined with EPDM and/or silicone.

Finish: Color to be textured dark blue (BE2TX). Application of a polyester powder coat paint. (4 mils/100 microns). The chemical composition provides a highly durable UV and salt spray resistant finish in accordance to the ASTM-B117-73 standard and humidity proof in accordance to the ASTM-D2247-68 standard.

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Manufacturers Representatives

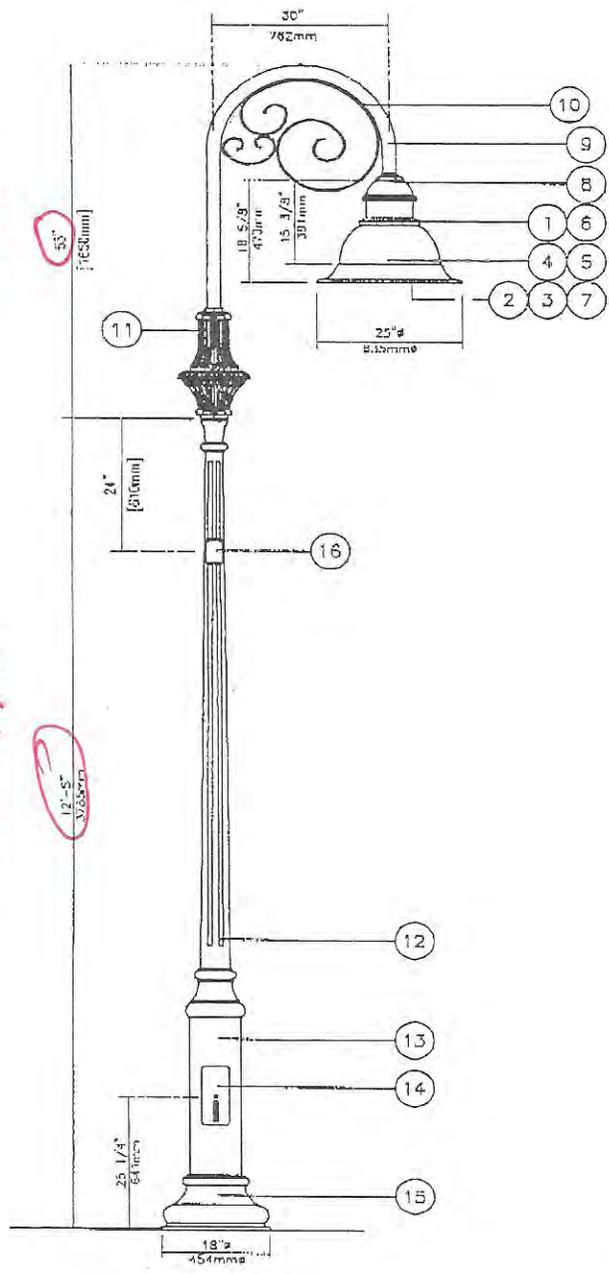
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840, boul. Cure Belvin,
Boisbriand (Qc),
Canada, J7G 2A7
Tel: (450) 430-7040
Fax: (450) 430-1463

Mount Pleasant City Of
DMS30 LMS33397A (Type: B)

(24334)
ENREGISTRÉ
ISO 9002
REGISTERED

65"
53"
11'-11"
12'-8"
330mm



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Manufacturers Representatives

Base & Bolts Information

3" (76mm) Projection

Comes with 4 steel anchor bolts, 3/4" x 17" + 3", 8 nuts and 8 washers.

Important: Do not obstruct space between anchor plate and concrete base.

ANCHOR PLATE

8" ϕ 203mm ϕ FREE OPENING

- B.C: 12 1/2" ϕ 318mm ϕ
- CAST ALUMINUM
- NOTE: This anchor plate accepts a bolt circle from 10 3/4" ϕ @ 13" ϕ 273mm ϕ @ 330mm ϕ

• NOT TO SCALE •

13" 330mm

Revision No. 1	Revision description Pole & GFI	Date: 06-13-03	Par/By: TV	Echelle/Scale: 1:30	No. de dessin/drawing no.: LMS33397A-76334D		Page: 1/2
				Date: 04-07-03	Verified:	Par/By: MAL	



Qty	Type	
9	Luminaire	150MH-DMS30-SG3-QTA/240-BE2TX-LMS33397A
9	Bracket	NM-1A-BE2TX-LMS33397A
9	Pole	R72-12-GFI-BE2TX-LMS33397A

Luminaire

- 1- Hood: Spun aluminum 1100-0 dome, mechanically assembled on the luminaire.
- 2- Reflector: Spun 1100-0 aluminum, mechanically assembled on the luminaire.
- 3- Lens: Clear tempered glass lens, mechanically assembled onto a cast aluminum frame.
- 4- Lamp: 150 watts metal halide Pulse Start Type (not included) , ED 17 bulb, medium base.
- 5- Optical System: (SG3), I.E.S. type III (asymetrical). Reflector composed of a chemically brightened multi-faceted anodized aluminum, mounted on a white frame. This assembly permits for a full rotation of the optical system in 90 degree increments.
- 6- Ballast: High power factor of 90%. Primary voltage 120/208/240/277 volts, connected to 240 volts. Lamp starting capacity -20F(-30C) degrees. Assembled on a unitized removable tray with quick disconnect plug.
- 7- Access-Mechanism: An integrated hinge on lens frame with stopper and a quarter-turn captive screw shall offer access to the inside of the luminaire and to the lamp. An embedded memory-retentive gasket shall ensure weatherproofing.
- 8- Housing: In a round shape, this housing is made of cast 356 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 3/8-16 UNC. This suspension system permits for a full rotation of the luminaire in 90 degree increments.

Bracket

- 9- Arm: Shall be made from bent aluminum tubing 6061-T6, 2 3/8" (60mm) outside diameter, mechanically assembled to the pole tenon.
- 10- Decorative Element: Made of bent aluminum, welded to the arm.
- 11- Decorative cover: Cover made of cast 356 aluminum, mechanically fastened.

Pole

- 12- Pole Shaft: Shall be made from a 8 fluted round cast 356 aluminum tapered shaft, having an average of 0.250" (6.4mm) wall thickness, welded to the pole base.
- 13- Pole Base: Shall be made from a 8 5/8" (218mm) round extruded 6061-T6 aluminum tubing base having a 0.148" (3.8mm) wall thickness, welded to both the bottom and top of the anchor plate.
- 14- Maintenance Opening: The pole shall have a 4" x 10" (102mm x 254mm) maintenance opening centered 25 1/4" (641mm) from the bottom of the anchor plate, complete with a weatherproof cast 356 aluminum cover and a factory assembled copper ground lug.
- 15- Base Cover: Two piece round base cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.
- 16- Pole Options: (GFI), Duplex receptacle, 15 A, 120 volts, GFI type complete with a Taymac "in use" weatherproof cover.

Miscellaneous

- Wiring: Gauge (#14) TEW wires, 6" (152mm) minimum exceeding the bracket.
- Hardware: All exposed screws will be in stainless steel. All seals and sealing devices are made and/or lined with EPDM and/or silicone.
- Finish: Color to be dark blue textured (BE2TX). Application of a polyester powder coat paint. (4 mils/100 microns). The chemical composition provide a highly durable UV and salt spray resistant finish in accordance to the ASTM-B117-73 standard and humidity proof in accordance to the ASTM-D2247-68 standard.

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Manufacturers Representatives

Notes:

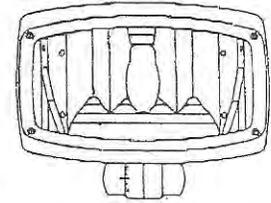
Job: CITY of MT PLEASANT, MI

Bullhorn Pole mount to LUMEC R92D POLE.

Type: C

DESIGNER FLOOD

DF12 - 12" DIAMETER



GENERAL DESCRIPTION: The Gardco DF12 is a flood luminaire with a choice of (5) precision faceted optical systems. Each is designed to provide a specific distribution and sharp cutoff of stray light. The contemporary soft-form cast housing is available in a variety of finishes creating compatibility with most architectural and landscape elements. The high strength diecast aluminum knuckle features an integral splice compartment eliminating the need for a supplementary junction box and thereby permitting closer to grade mounting.

ORDERING

PREFIX	MOUNTING	DISTRIBUTION	WATTAGE	VOLTAGE	FINISH	OPTIONS
DF12	Bullhorn	HFL	250MH	240V	BE2TX	CH
						SC

Enter the order code into the appropriate box above. Note: Gardco reserves the right to refuse a configuration. Not all combinations and configurations are valid. Refer to notes below for exclusions and limitations. For questions or concerns, please consult the factory.

PREFIX MOUNTING

DF12

Omit Mounting Code if ordering floodlight only.

- W** Wall/Ceiling Canopy Mount. For mounting over (not to) a 4" recessed outlet box. When mounted on vertical surface, provides vertical aiming from straight down to 100° up from nadir. When mounted on a vertical surface, long axis of luminaire must be horizontal (±7-30°). Mounts directly to wall or ceiling. The surface structure must be suitable to support the luminaire. Only suitable for use on non-combustible surfaces.
- WMB** Wall Mount with Bullhorn. For mounting over (not to) a 4" recessed outlet box. Provides full axial 180° vertical and 358° rotational aiming range. Mounts direct to wall. Surface structure must be suitable to support the luminaire. When mounted in wet locations, luminaire must be mounted as shown in diagrams on opposite page. In damp or dry locations, arm assembly may be inverted.
- W90** Wall Arm Mount. For mounting over (not to) a 4" recessed outlet box. Provides full axial 180° vertical and 358° rotational aiming range. Mounts direct to wall. Surface structure must be suitable to support the luminaire. When mounted in wet locations, luminaire must be mounted as shown in diagrams on opposite page. In damp or dry locations, arm assembly may be inverted.
- ST** Stanchion Mount. 18" stanchion for in-ground concrete burial mounting.
- SM** Surface Mount Stanchion. For mounting to 18" stanchion pole assembly.

DISTRIBUTION WATTAGE VOLTAGE

HFL	Horizontal Flood
VFL	Vertical Flood <i>Not available with 750PSMH</i>
MFL	Medium Flood
HSP	Horizontal Spot <i>Not available with 750PSMH</i>
NSP	Narrow Spot

WATTAGE	250PSMH'	250HPS
250MH	320PSMH'	400HPS
	350PSMH	750HPS'
	400PSMH'	
	750PSMH'	

1. M138 or M153.
 2. M132 or M154
 3. M136 or M155
 4. M149 only. Requires MG750/PS-BU-I-HOR/BT37 lamp.
- Not available with HSP or VFL optics.*

NOTE: All luminaires 400w and below include fusing standard. Fusing is NOT available with 750w types.

120
208
240
277
347
480

Verify?

FINISH OPTIONS

- BRP Bronze Paint
- BLP Black Paint
- WP White Paint
- NP Natural Aluminum Paint
- VP Verde Green Paint
- BGP Beige Paint

- OC Optional Color Paint
Specify RAL designation ex: OC-RAL7024
- SC Special Color Paint
Specify. Must supply color chip

BE2TX
Lumec Finish

- PCB Button Type Photocontrol *N/A w/750w*
- BD* Barn Doors
- CH* Cutoff Hood
Barn Doors (BD) and Cutoff Hoods (CH) are painted to match the luminaire. Either can be used concurrently with the Polycarbonate Shield (POLY)
- POLY Polycarbonate Shield *N/A w/750w.*
Should be replaced every 3-4 years
- F Fusing *All luminaires 400w and below include fusing standard. Fusing is NOT available with 750w types.*
- ESB Extended Splice Box
- LV Internal Louvers *MFL, HSP and NSP only.*
- QS Quartz Restrike *N/A above 400w.*

	DF12 Splice Compartment Wire Capacity		DF12 Pole Loading Data	
	Standard Units	Extended Splice Box		EPA ft ² / m ²
#12 AWG Conductors ¹	5	9	Single Luminaires on PTA Adapter	2.5 / .24
#10 AWG Conductors ²	3	7	Twin Luminaires on PT2 Adapter	3.7 / .34
			Twin Luminaires on TAB Adapter	5.6 / .52

6. Including ground

ADDITIONAL MOUNTING ACCESSORIES:

- PTA Pole top 2 3/8" tenon adapter
- TAB Twin arm bracket for use with ST or PTA
- PT2 Pole top 2 3/8" tenon adapter for twin back to back luminaire mounting.

Gardco Lighting reserves the right to change materials or modify the design of its product without notification as part of the company's continuing product improvement program.

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A Gardco Company

Gardco Lighting
1611 Clovis Barker Road,
San Marcos, TX 78666

(800) 227-0758
(512) 753-1000
FAX: (512) 753-7855
www.sitalighting.com



79115-93/1006



DESIGNER FLOOD

DF12 - 12" DIAMETER

SPECIFICATIONS

HOUSING: Single piece aluminum housing is cast in soft barrel form. One piece extruded gasket mates with door frame.

DOOR/LENS ASSEMBLY: Heat and impact resistant 3/16" (.48 cm) tempered glass lens and one piece silicone gasket are mechanically secured to door frame.

KNUCKLE: Diecast aluminum knuckle features an integral splice compartment. Single captive 3/8" (.95 cm) stainless steel allen-head bolt and stainless steel nut securely lock aiming teeth in 5° increments. Opposite cover plate is removable for access to splices. Knuckle assembly is fully gasketed.

OPTICAL SYSTEM: The wide flood, vertical flood, medium flood and horizontal

spot optical systems are homogenous sheet and extruded aluminum, electrochemically brightened, anodized and sealed. The narrow spot reflector is spun Alzak[®] aluminum.

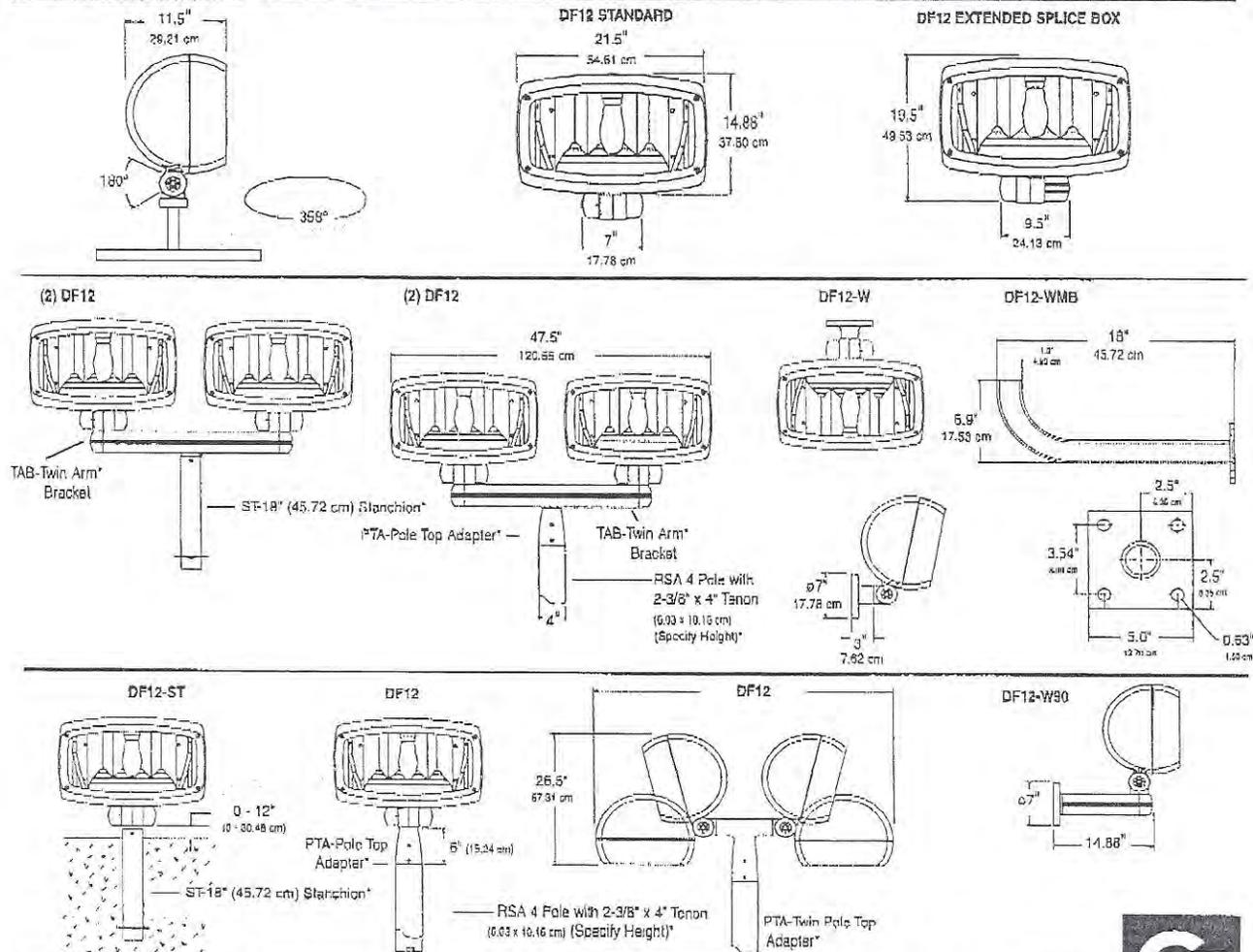
ELECTRICAL: Each high power factor ballast is the separate component magnetic type capable of providing reliable lamp starting to -20°F/-29°C.

LAMPHOLDER: Pulse rated lampholder is glazed porcelain with nickel plated screw shell. All lampholders are mogul base.

FINISH: Each luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured and textured polyester powdercoat finish.

LABELS: All fixtures bear UL or CUL (where applicable) Wet Location labels.

DIMENSIONS AND MOUNTING DETAIL



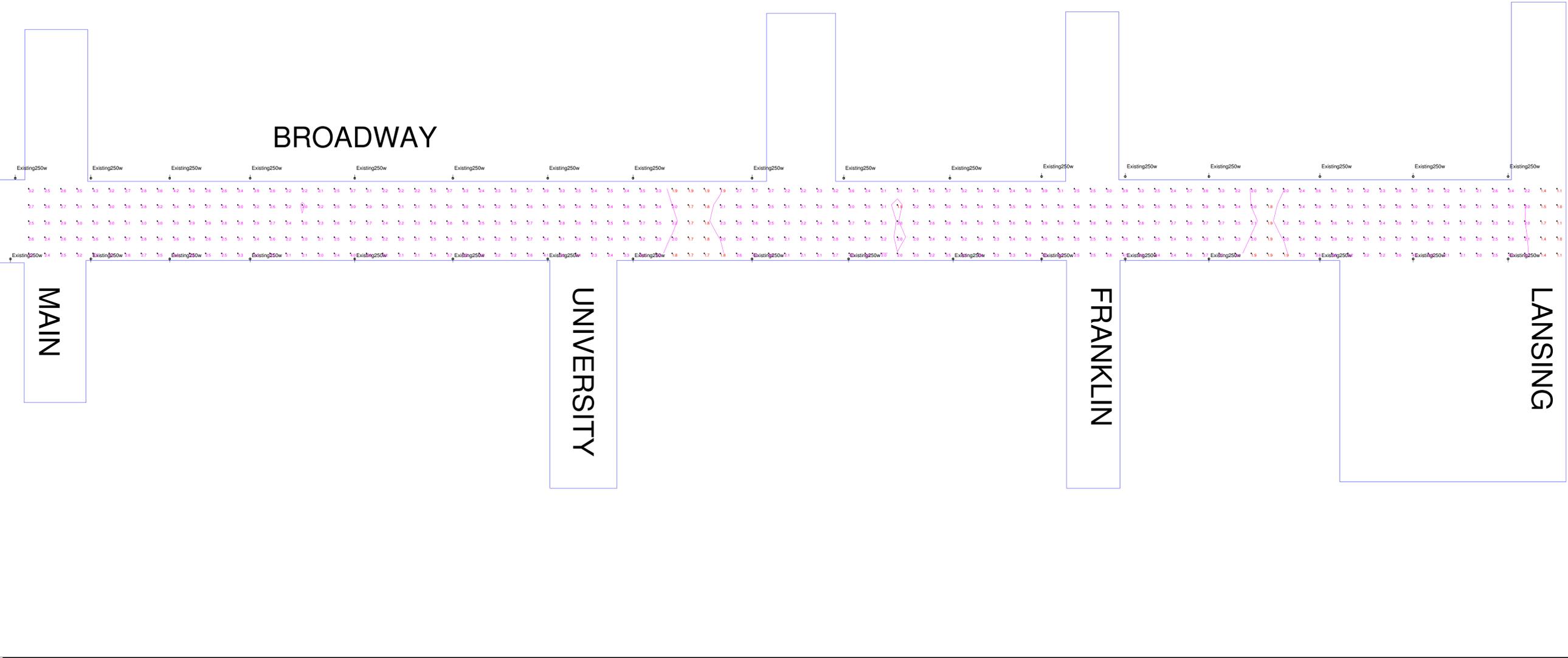
Gardco Lighting reserves the right to change materials or modify the design of its product without notification as part of the company's continuing product improvement program.

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A Genlyte Company

Gardco Lighting
1611 Clovis Barker Road,
San Marcos, TX 78666

(800) 227-0768
(512) 753-1000
FAX: (512) 753-7855
www.stellighting.com





Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Lumens	LLF	Description
—○	34	Existing250w	SINGLE	21500	0.600	250MH-DMS50-SCB3M

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
BROADWAY_Planar	Illuminance	Fc	2.61	4.5	1.0	2.61	4.50

Fixtures: Lumec DMS50
 261 watts; 14,092 lumens
 Mounting height: 24 ft

Metal Halide Luminaire degraded 40%
 to reflect current conditions

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE THE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP. THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

Illuminance Values

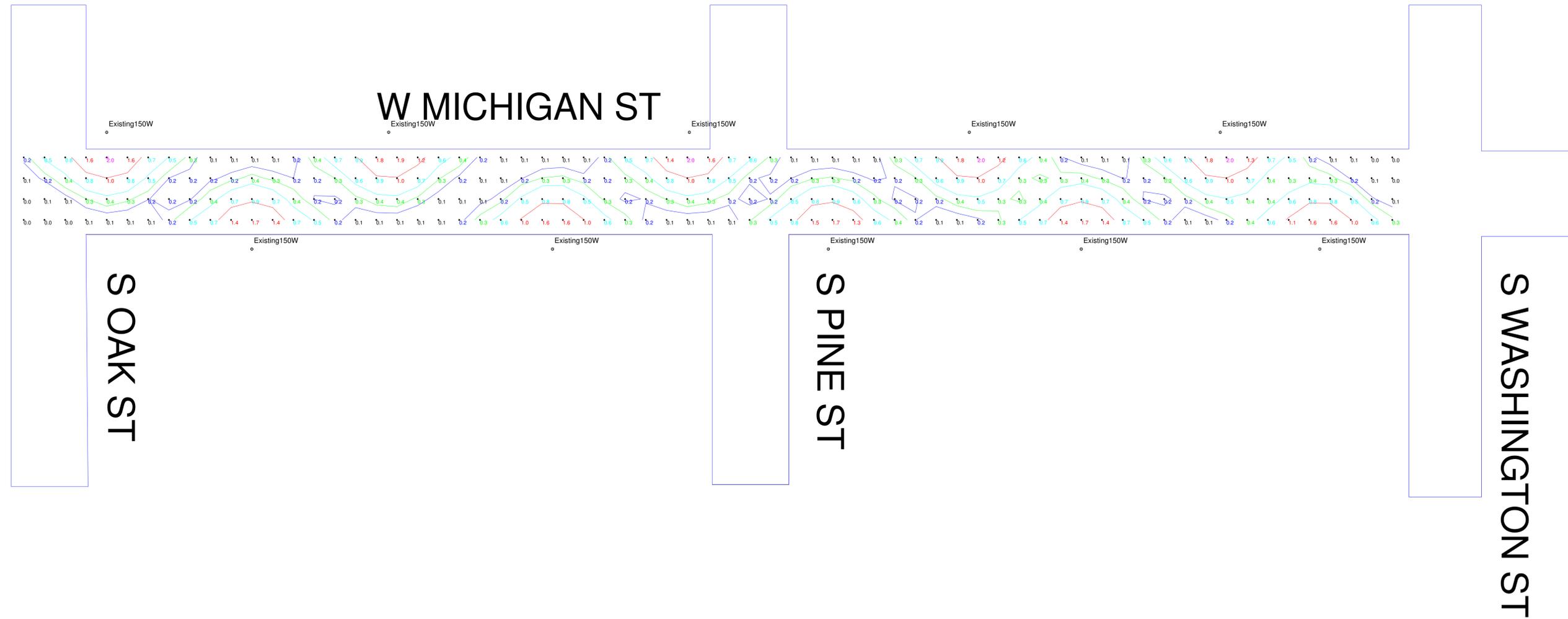
Blue	0.2 - 0.29 fc
Green	0.3 - 0.49 fc
Cyan	0.5 - 0.99 fc
Red	1.0 - 1.99 fc
Magenta	2.0 - 5.0 fc

#	Date	Comments

Revisions	

Drawn By: M. Wozniacki
 Checked By:
 Date: 10/24/2011
 Scale:

City of Mt Pleasant
 Existing 250W



Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Lumens	LLF	Description
☉	10	Existing150W	SINGLE	21500	0.324	DMS50-250MH-SCB3M (S0106)

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
W MICHIGAN ST_Planar	Illuminance	Fc	0.50	2.0	0.0	N.A.	N.A.

Fixtures: Existing 150w
 Mounting height: 12 ft
 * 150 watt model simulated by degrading
 250W model an additional 40%
 Metal Halide luminaire degraded an
 additional 40% to reflect current conditions

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE THE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP. THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

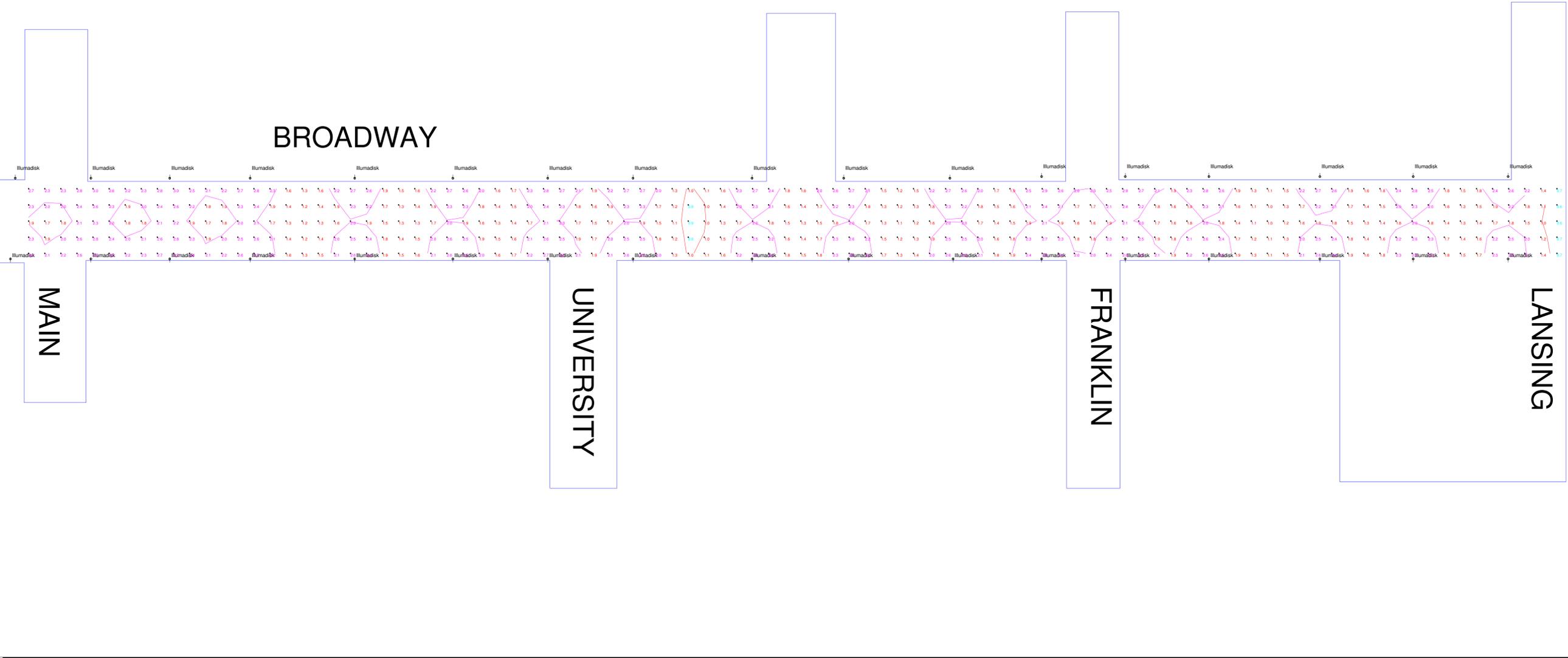
Illuminance Values

■	0.2 - 0.29 fc
■	0.3 - 0.49 fc
■	0.5 - 0.99 fc
■	1.0 - 1.99 fc
■	2.0 - 5.0 fc

#	Date	Comments

Drawn By: M. Wozniacki
 Checked By:
 Date: 10/24/2011
 Scale:

City of Mt Pleasant
 Existing 150w* @ 12ft



Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Lumens	LLF	Description
—○—	34	Illumadisk	SINGLE	N.A.	0.855	LTL21387

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
BROADWAY_Planar	Illuminance	Fc	1.94	3.0	0.6	3.23	5.00

Fixtures: Relume Illumadisk
 85 watts; 7,177 lumens
 Mounting height: 24 ft

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE THE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP. THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

Illuminance Values

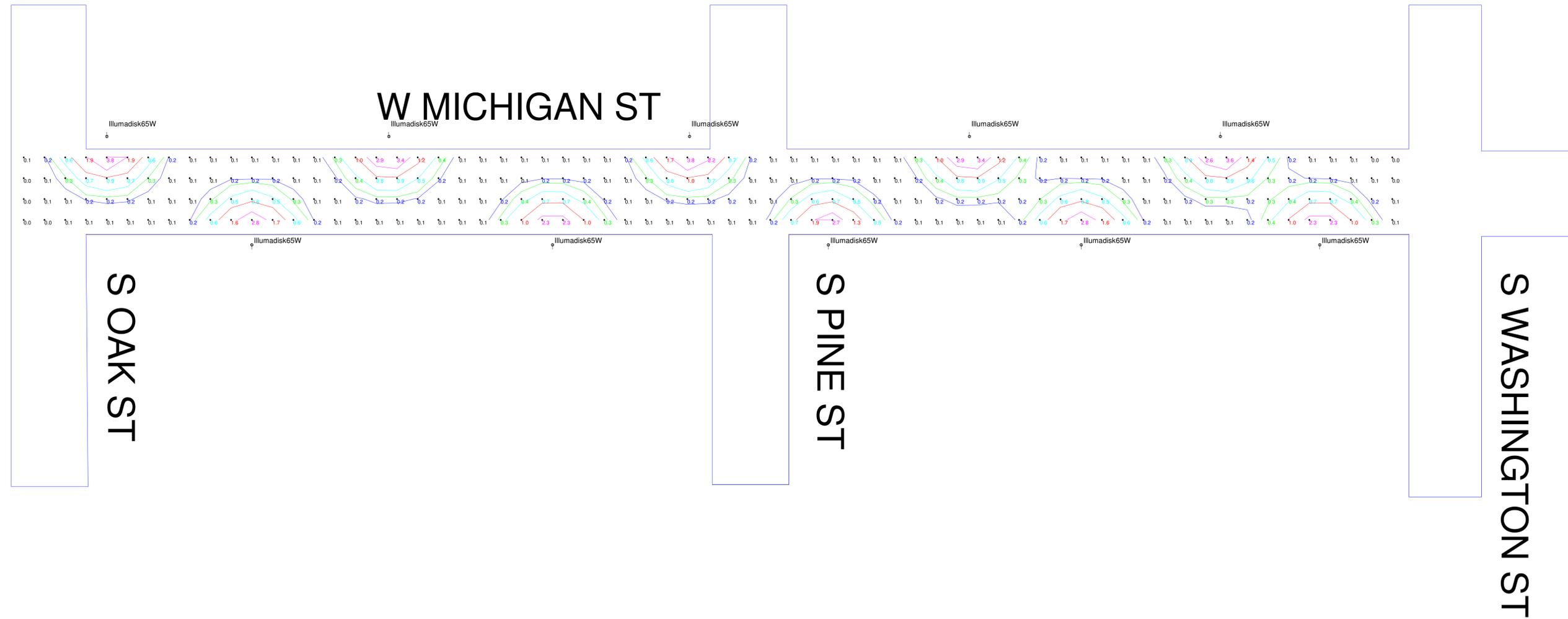
■	0.2 - 0.29 fc
■	0.3 - 0.49 fc
■	0.5 - 0.99 fc
■	1.0 - 1.99 fc
■	2.0 - 5.0 fc

#	Date	Comments

Revisions	

Drawn By: M. Wozniacki
 Checked By:
 Date: 10/25/2011
 Scale:

City of Mt Pleasant
 Illumadisk



Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Lumens	LLF	Description
—○	10	Illumadisk65W	SINGLE	N.A.	0.617	LTL21387

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
W MICHIGAN ST_Planar	Illuminance	Fc	0.48	3.8	0.0	N.A.	N.A.

Fixtures: Relume Illumadisk
 65 watts; 7,177 lumens
 Mounting height: 12 ft
 * 65 watt model simulated by degrading
 85W model an additional 28%

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE THE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP. THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

Illuminance Values	
■	0.2 - 0.29 fc
■	0.3 - 0.49 fc
■	0.5 - 0.99 fc
■	1.0 - 1.99 fc
■	2.0 - 5.0 fc

#	Date	Comments

Revisions	

Drawn By: M. Woznicki
 Checked By:
 Date: 10/25/2011
 Scale:



Retrofit Streetlight System

ILLUMADISK Lighting Fixture

Catalog number:
Type:
Notes: ~85 Watts @ .70 Amps drive current. ~65 Watts @ .53 Amps drive current. ~45 Watts @ .35 Amps drive current.

FEATURES & SPECIFICATIONS

Intended Use

Ideal for lighting main streets, municipalities and parking lots.

Construction

Proprietary aluminum heat management systems ensures excellent thermal management and low LED junction temperatures—the key to long LED life. The LED light engine is protected by a high-impact, UV stabilized, non-yellowing lens.

Electrical

Each power supply (driver) operates over voltages ranging from 120-277 or 377-480 volts (50/60 Hz). The driver is highly efficient with a power factor of greater than 0.98 and a total harmonic distortion (THD) of less than 20%. Fluctuations in line voltage have no effect on luminous output. Drivers have voltage surge protection to withstand high repetition noise transients. Unit meets radio frequency interference (RFI) emission limits set forth in FCC Title 47, Subpart B, Section 15.

Quality Assurance

Relume light engines have been independently tested and passed FDOT environmental requirements A615-2 (Operating Voltage and Frequency), A615-4 (Temperature and Humidity), A615-5 (Vibration), A615-6 (Shock), A615-7 (Transients: Power Service, Input-Output Terminals and Non-Destruct Transient Immunity). In production, each Light engine is burned-in and certified by Relume's internal QA process. A quality control tracking label, including date of manufacture, is mounted on the inside of each fixture for full ISO 9001:2008 compliance.

Installation

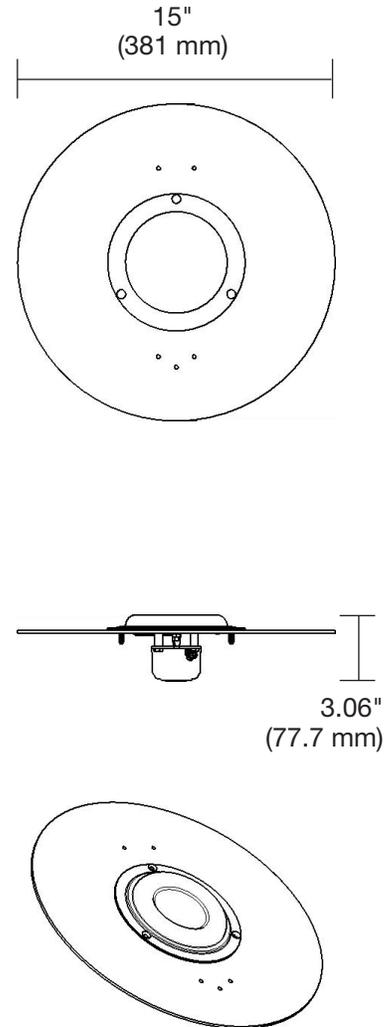
Installation usually takes 15 minutes or less and is easily accomplished by one worker. Connection to a photocell, if required, is straight forward.

Ordering Information

Lead times will vary depending on options selected. Consult with your sales representative or contact Relume at 248.969.3800. Fax us at 248.969.3804

Example: P ID D3 CW UL1 1

Retrofit Streetlight UA Acorn LED: Standard Dimensions:



FAMILY	TYPE	DISTRIBUTION	COLOR TEMPERATURE	VOLTAGE	CONTROLS
P = Pedestrian	ID = Illumadisk	D3 = Type 3 D5 = Type 5	CW = Cool White (5500K) NW = Neutral White (4500 K) WW = Warm White (3500 K)	UL1 = 120/277 UH1 = 347/480	1 = Sentinel 2 = Sentinel Ready 3 = None



Warranty

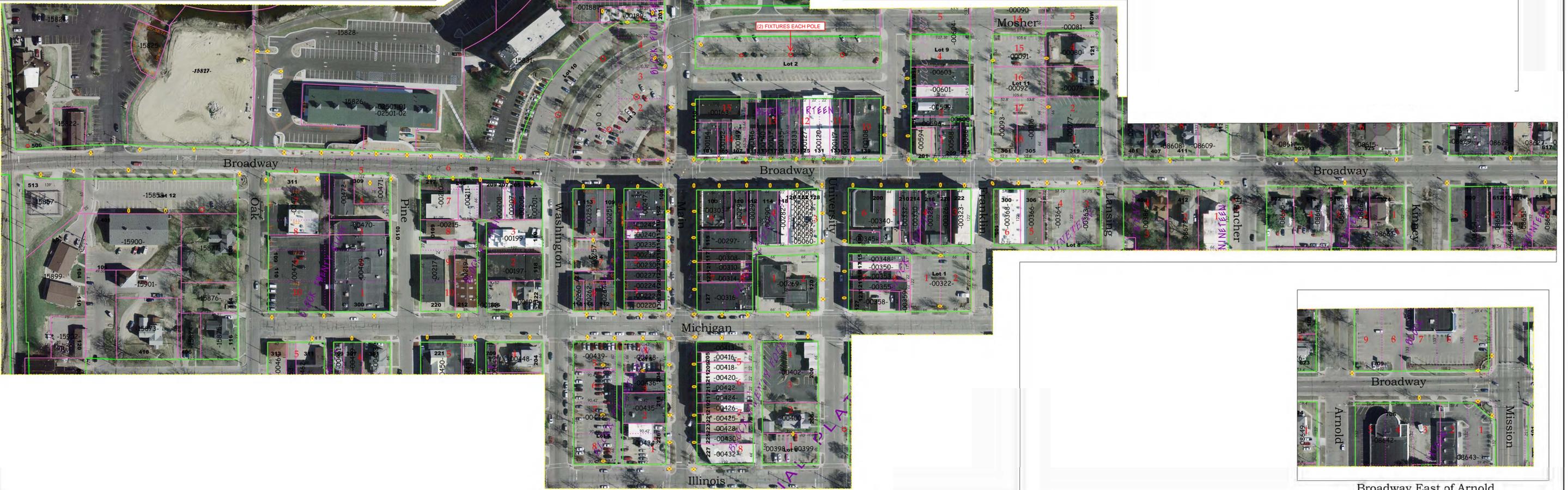
Relume guarantees unsurpassed quality by offering an industry leading 7 year limited warranty. Contact Relume for complete warranty language, exceptions, and limitations.



Location Map



1" = 100'



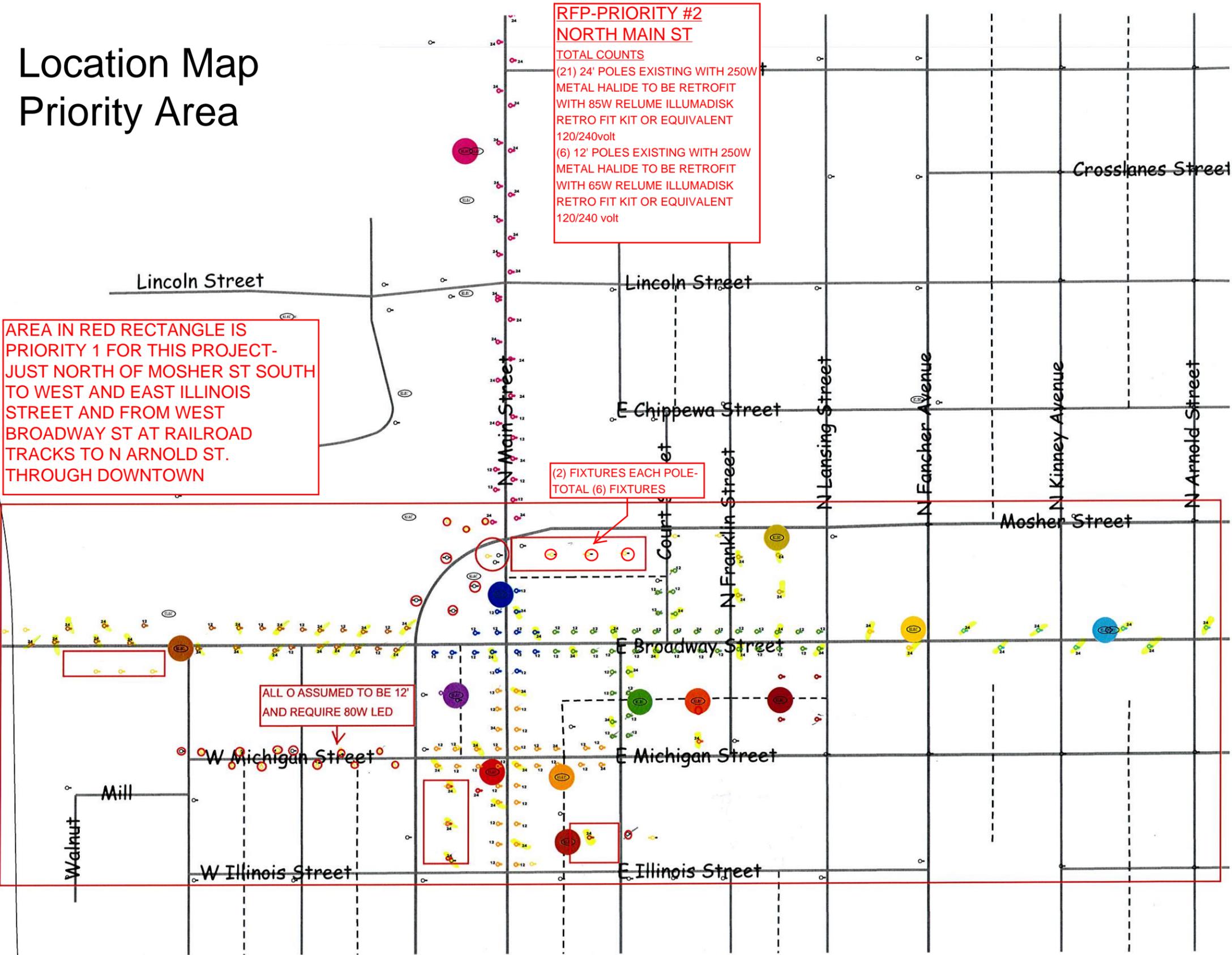
Broadway East of Arnold

Location Map Priority Area

RFP-PRIORITY # 1
 TOTAL COUNTS
 (56) 24' POLES EXISTING WITH 250W METAL HALIDE TO BE RETROFIT WITH 85W RELUME ILLUMADISK RETRO FIT KIT OR EQUIVALENT 120/240volt
 (114) 12' POLES EXISTING WITH 150W METAL HALIDE TO BE RETROFIT WITH 65W RELUME ILLUMADISK RETRO FIT KIT OR EQUIVALENT 120/240 volt

AREA IN RED RECTANGLE IS PRIORITY 1 FOR THIS PROJECT- JUST NORTH OF MOSHER ST SOUTH TO WEST AND EAST ILLINOIS STREET AND FROM WEST BROADWAY ST AT RAILROAD TRACKS TO N ARNOLD ST. THROUGH DOWNTOWN

RFP-PRIORITY #2
NORTH MAIN ST
 TOTAL COUNTS
 (21) 24' POLES EXISTING WITH 250W METAL HALIDE TO BE RETROFIT WITH 85W RELUME ILLUMADISK RETRO FIT KIT OR EQUIVALENT 120/240volt
 (6) 12' POLES EXISTING WITH 250W METAL HALIDE TO BE RETROFIT WITH 65W RELUME ILLUMADISK RETRO FIT KIT OR EQUIVALENT 120/240 volt



(2) FIXTURES EACH POLE- TOTAL (6) FIXTURES

ALL O ASSUMED TO BE 12' AND REQUIRE 80W LED

EQUAL OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11246)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept.

24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Addendum to Part II – General Provisions

SOLICITATION & AWARD TERMS FOR GRANT AGREEMENTS THAT INCLUDE FUNDS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUBLIC LAW 111-5

Grant Agreements must require recipients and sub-recipients to:

- 1. Maintain current registrations in the Central Contractor Registration (CCR) database.
<http://www.ccr.gov/>**
- 2. Report quarterly on project activity status in addition to any reporting requirements that currently apply to recipients of federal funds**
- 3. Follow Buy American guidelines (Sec. 1605 of ARRA Act and Sec. 5.020 of this document)**
- 4. Implement wage rate requirements (Sec. 1606 of ARRA Act and Sec. 5.030 of this document)**
- 5. Ensure proper accounting and reporting of Recovery Act expenditures in Single Audits.**

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Terms and Conditions for American Recovery and Reinvestment (ARRA) of 2009 Funded Grants

5.000 Sub-Recipients Requirements

Grantee shall include these terms, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

5.010 Reporting & Registration Requirements (Section 1512)

Division A, Title XV, Section 1512 of the ARRA outlines reporting requirements. Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of the ARRA. It is imperative all grants involving the use of ARRA funds include requirements that the Grantee supply the State with the necessary information to provide these reports (see RFP Section 1.042 Reports) in a timely manner. More detail will follow regarding the timing and submission of reports.

The Grantee's failure to provide complete, accurate, and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this grant upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

5.020 Buy American Requirement (Section 1605)

5.022 REQUIRED Use of American Iron, Steel, and Other Manufactured Goods

(a) **Definitions.** As used in this Section 5.020 —

"Designated Country" means Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

"Designated country iron, steel, and/or manufactured goods" mean iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of a Designated Country; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in a Designated County into a new and different manufactured good distinct from the materials from which it was transformed.

"Domestic iron, steel and/or manufactured good" is iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another county, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of goods occurs in the United States.

"Federal Agency" means the department or agency of the federal government that awarded funds to the State of Michigan from the ARRA that finance the project described in this RFP.

"Foreign iron, steel and/or manufactured good" means iron, steel and/or manufactured good that is not domestic or Designated country iron, steel and/or manufactured goods.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental

entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This term and condition implements:

(i) Section 1605(a) of Division A, Title XVI of the ARRA by requiring that all iron, steel, and manufactured goods used in the public building or public work are produced in the United States; and

(ii) Section 1605(d) of Division A, Title XVI of the ARRA, which requires the application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of Section 1605 of the ARRA do not apply to Designated country iron, steel, and/or manufactured goods procured for projects with an estimated value of \$7,433,000 or more.

(2) The Grantee shall use only domestic or Designated country iron, steel and/or manufactured goods in performing work funded in whole or in part with funds available under the ARRA, except as provided in subparagraphs (3) and (4) of this paragraph (b).

(3) The requirement in paragraph (2) of this Section 5.022(b) does not apply to the material listed by the Federal Agency as follows: none

(4) The Federal Agency may add other iron, steel, and/or manufactured goods to the list in paragraph (b) (3) of this Section if the Federal government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of section 1605 of the ARRA would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the ARRA.*

(1)(i) Any Bidder's request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b) (4) of this Section shall include adequate information for Federal Agency evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this Section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Grantee's request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Grantee could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Grantee does not submit a satisfactory explanation, the Federal Agency need not make a determination.

(2) If the Federal Agency determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the ARRA applies, the State will

amend the grant to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended grant shall reflect adjustment of the grant amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the State shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Agency determines that an exception to section 1605 of the ARRA applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under subparagraph (b)(4) of this Section based on unreasonable cost, the Bidder shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON				
Description	Unit of Measure	Quantity	Cost (Dollars)*	
Item 1:				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good	_____	_____	_____	
Item 2:				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good				
<p>[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</p> <p>[Include other applicable supporting information.]</p> <p>[* Include all delivery costs to the construction site.]</p>				

5.024 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) Definitions. "Designated country iron, steel and/or manufactured goods," "domestic iron, steel and/or manufactured goods", "Federal Agency", "Foreign iron, steel and/or manufactured good", "Manufactured good," "public building and public work," and "steel," as used in this Section, are defined in Section 5.022(a).

(b) **Requests for determinations of inapplicability.** A prospective Bidder requesting a determination regarding the inapplicability of section 1605 of the ARRA should submit the request to the Federal Agency in time to allow a determination before submission of applications or proposals. Bidders should provide a copy of this request to DELEG. The prospective applicant shall include the information and applicable supporting data required by paragraphs (c) and (d) of Section 5.022 of this RFP in the request. If Bidder has not requested a determination regarding the inapplicability of Section 1605 of the ARRA before submitting its application or proposal, or has not received a response to a previous request, the applicant shall include the information and supporting data in the application or proposal. The Federal Agency is sole entity authorized to make determinations regarding the inapplicability of Section 1605 of the ARRA.

(c) *Evaluation of project proposals.*

If the Federal Agency determines that an exception based on unreasonable cost of domestic iron, steel, and/or manufactured goods applies, the State will evaluate a project requesting an exception to the requirements of section 1605 of the ARRA by adding to the estimated total cost of the project 25 percent of the project cost, if foreign iron, steel, or manufactured goods are used in the project based on unreasonable cost of comparable manufactured domestic iron, steel, and/or manufactured goods.

(d) Alternate project proposals.

(1) When a project proposal includes foreign iron, steel, and/or manufactured goods, other than Designated country iron, steel and/or manufactured goods, not listed in paragraph (b)(3) of the Section 6.022, the Bidder also may submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.

(2) If an alternate proposal is submitted, the Bidder shall submit a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of Section 5.022 of this RFP for the proposal that is based on the use of any foreign iron, steel, and/or manufactured goods for which the Federal Agency has not yet determined an exception applies.

(3) If the Federal Agency determines that a particular exception requested in accordance with paragraph (b) of Section 5.022 of this RFP does not apply, the State will evaluate only those proposals based on use of the equivalent domestic or designated country iron, steel, and/or manufactured goods, and the Grantee shall be required to furnish such domestic or designated country items.

5.030 Wage Rate Requirements (Section 1606)

All laborers and mechanics employed by grantees, subgrantees, contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606 & RFP Section 2.204 Prevailing Wage). The Secretary of Labor's determination regarding the prevailing wages applicable in Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>.

5.040 Inspection & Audit of Records

The Grantee shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to, and involve transactions relating to, this grant; and (2) to interview any officer or employee of the Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

5.050 Whistle Blower Protection for Recipients of Funds

Grantee shall not discharge, demote or otherwise discriminate against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract or grant relating to Covered Funds; (2) a gross waste of Covered Funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Covered Funds; an abuse of authority related to implementation or use of Covered Funds; or (5) a violation of law, rule, or regulation related to an agency grant (including the competition for or negotiation of a grant) or grant, awarded or issued relating to Covered Funds. In this Subsection, "Covered Funds" shall have the same meaning as set forth in Section 1553(g)(2) of Division A, Title XV of the ARRA.

(a) Recipient must post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA. (For the Michigan Civil Service Whistle Blowers Rule 2-10 link to: http://www.michigan.gov/mdcs/0,1607,7-147-6877_8155-72500--,00.html)

(b) The Grantee shall include the substance of this clause including this paragraph (b) in all subcontracts and subgrants.

5.060 Funding of Programs

The Grantee acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

5.070 Fixed Price- Competitively Bid

Grantee, to the maximum extent possible, shall award any subgrants or subcontracts funded, in whole or in part, with ARRA funds as fixed-price contracts through the use of competitive procedures.

5.080 Segregation of Costs

Grantee shall segregate obligations and expenditures of ARRA funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

5.090 Publication

All grant solicitations funded in whole or in part with ARRA funds will be posted on the respective Michigan Energy Office website. All grants resulting from the ARRA will be published on the State of Michigan's Recovery Web site, www.michigan.gov/recovery.

Grantee shall include the Michigan Recovery logo on all signage or other publications in connection with the activities funded by the State of Michigan through funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

5.100 Buy Michigan Preference

A preference is given to products manufactured or services offered by Michigan-based firms if all other things are equal and if not inconsistent with federal statute (see MCL 18.1261).

5.110 Non- Discrimination

The Grantee shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of Federal financial assistance (see RFP Section 2.201 Non-Discrimination).

5.120 Prohibition on Use of Funds

None of the funds made available under this grant may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

5.130 False Claims Act

The Grantee shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

5.140 Conflicting Requirements

Where ARRA requirements conflict with existing state requirements, ARRA requirements control.

5.150 Job Opportunity Posting Requirements

Grantee shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent Bank, www.michworks.org/mtb.

ADDENDUM II TO PART II – GENERAL PROVISIONS

5.020.1 Buy American Requirement (Section 1605)

-*Designated country means:*

- (1) A World Trade Organization Government Procurement Agreement country,
- (2) A Free Trade Agreement (FTA) country, or
- (3) A United States-European Communities Exchange of Letters country

Countries not in the Addendum to Part II include Bahrain, Canada, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman and Peru.

5.090.1 Publication

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgement of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project as follows:

Acknowledgement: "This material is based upon work supported by the Department of Energy under Award Number(s) *DE-EE0000753*."

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