

**Proposal
And
Contract Documents
for**

**HISTORIC DISTRICT
STREET LIGHT REPLACEMENT
WITH LED UPGRADE**





CITY OF DUBLIN™

CITY OF DUBLIN

CONTRACT BID DOCUMENTS AND SPECIFICATIONS FOR

HISTORIC DISTRICT STREET LIGHT REPLACEMENT WITH LED UPGRADE

2013

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1. LEGAL NOTICE—INVITATION TO BID

Project Name: **HISTORIC DISTRICT STREET LIGHT REPLACEMENT WITH LED UPGRADE 2013**

Project No. **13-027-CIP**

City of Dublin is accepting bids for replacement light poles, light emitting diode (LED) streetlight luminaires and accessory items for certain fixtures within the historic district as specified by the City of Dublin. The successful bidder shall provide the best price for the best US manufactured luminaires that produce 150% initial lux/foot-candles at the street level of the IESNA recommendation for equivalent roadways. The fixtures shall be dark sky shielded to direct the light to the street surface and provide an ease of installation and long-term maintenance. Others shall complete the installation. The successful bidder may bid on any or all of the fixture sizes.

Bids must be submitted in sealed envelopes plainly marked SEALED BID FOR: CITY OF DUBLIN/ENGINEERING – Project Name: HISTORIC DISTRICT STREET LIGHT REPLACEMENT WITH LED UPGRADE 2013 , and must be addressed to Eagan Foster, Traffic Signal Engineer, City of Dublin, 5800 Shier Rings Road, Dublin, Ohio 43016. Bids must be submitted no later than 1:30 p.m. (local time) on November 7, 2013 and will be publicly opened at that time at the address above.

No Bidder may withdraw its bid within sixty (60) days after the bid opening. The City reserves the right to waive irregularities in bids, to reject any or all bids, and to conduct such investigation as necessary to determine the lowest and best bidder for the Contract.

Bid specifications and documents may be obtained or reviewed at 5800 Shier Rings Road, Dublin, Ohio 43016 between the hours of 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, beginning October 24, 2013. Paper copies can be purchased at a charge of \$75.00 per set or available by CD at no charge. Documents are also available online at <http://www.dublin.oh.us/business/bids>. When downloading bid documents from online you must register as a plan holder.

2. INSTRUCTIONS TO BIDDERS

2.1. SUBMISSION OF BID RESPONSES

- A. Bids shall be submitted to Eagan Foster, Traffic Signal Engineer, City of Dublin, 5800 Shier Rings Road, Dublin, Ohio 43016 by no later than 1:30 p.m. on November 7, 2013.
- B. The City intends to apply its own proceeds to the Project.
- C. The estimated cost for the Project is **\$600,000**.
- D. Each Bidder acknowledges that this is a public project involving public funds and that the City expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The City will reject collusive or sham bids.
- E. Bidders are responsible for notifying the City in a timely manner of any ambiguities, inconsistencies, errors, or omissions in the Contract Bid Documents and Specifications. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the Bid opening.

2.2. INSTRUCTIONS GOVERNING COMMUNICATIONS

- A. The Project Owner is The City of Dublin, Ohio. Questions shall be directed in writing to Eagan Foster, Traffic Signal Engineer, City of Dublin, Ohio. (Telephone: 614-410-4637; email: efoster@dublin.oh.us). Any interpretation of the bidding documents will be made by Addendum only, duly signed by the Owner, and a copy of such Addendum will be mailed, e-mailed, or otherwise delivered to each Bidder receiving a set of Contract Documents and each plan room where the Contract Documents are maintained. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.

2.3. THE SCOPE OF SUPPLIES AND/OR SERVICES TO BE PURCHASED

- A. In connection with the Legal Notice, the City of Dublin (hereinafter called the Owner or City), issues this Request for the provision of LED Street Lights ("Equipment" or "Goods") as further described in the Contract Bid Documents and Specifications. Others will install the Equipment.
- B. Proposed goods shall conform to the Owner's requirements as set forth in the Specifications.

2.4. GENERAL INSTRUCTIONS

- A. Investigation
 - 1. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Contract Documents. Each Bidder is solely responsible for conducting its own due diligence and investigation in support of the preparation of Bids, negotiation of agreements, and the subsequent delivery of all Goods or services to be provided by the successful Bidder. Failure to

furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

2. Bidders should carefully read the information contained herein. It is the responsibility of the Bidder to submit a complete response to all requirements and questions. Any information submitted by Bidders shall become the property of the City.

B. Public Information

1. The Owner considers all information, documentation and other materials requested to be submitted in response to this solicitation to be a non-confidential and/or non-proprietary nature and therefore subject to public disclosure under the Ohio Public Records Laws.

C. No Compensation

1. The Owner will not provide compensation to Bidders for any expenses incurred for Bid preparation or for any presentations made.

D. No Qualified Bids

1. Bids that are qualified with conditional clauses, alterations, or items not called for in the Contract Documents—or irregularities and deviations from the requirements of these Instructions to Bidders of any kind—are subject to disqualification by the Owner, at its option.

E. No Guarantee of Award/Reserved Rights

1. The Owner makes no guarantee that it will make an award because of this bid solicitation, and reserves the right to accept or reject any or all bids, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this bid solicitation or resulting contract when deemed to be in the Owner's best interest.

F. Interpretation

1. If a Bidder contemplating submitting a Bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to the Owner's representative using the form included in this bid package.
2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.

G. Contract Documents

1. The Contract Documents consist of the documents included in these Contract Bid Documents and Specifications. Bidders shall use complete sets of the Contract Documents in preparing Bids. The Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. The Owner, in making the Contract Documents available on the above terms, does so only for obtaining Bids on the Work and does not confer a license or grant for any other use.

H. Registered Contractors and Income Tax

1. Any person or company (including subcontractors) intending to do work in the City under these Contract Documents may—depending on the type of work—be required to register as a contractor with the City of Dublin and shall comply with the requirements set forth in City of Dublin Income Tax Ordinances.

2.5. SUBMITTING THE BID AND REQUIRED DOCUMENTS

- A. The Bid shall be delivered on time and consist of one original, two hard copies, and one PDF copy of:

1. The Bid Form—properly completed and executed in a manner sufficient to bind the bidder’s entity to the Bid.
2. Personal Property Tax Affidavit
3. Insurance Certificate
4. Non-Collusion Affidavit
5. Authority Affidavit (if applicable)
6. Workers Compensation Certificate
7. Bidder’s Qualification Statement

- B. After the City opens the bids, the Bidders may be required to submit additional financial information. The City shall keep additional financial information it receives pursuant to a request under this paragraph confidential, except under proper order of a court. The additional financial information is not a public record under section 149.43 of the Revised Code. (See O.R.C. 9.312).

2.6. CLARIFICATION OF BIDS

- A. To assist in the examination, evaluation, and comparison of the Bids and the qualifications of the Bidders, the Owner may—at its discretion—ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Owner shall not be considered. The Owner’s request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Owner in the evaluation of the Bids.

- B. If the Bid is substantially responsive, the Owner shall correct arithmetical errors it may discover as follows:
1. if there is a discrepancy between the lump sum price for a line item and the total lump sum price that is obtained by adding the lump sum prices for all line items, the line item lump sum price shall prevail and the total lump sum price shall be corrected, unless in the opinion of the Owner there is an obvious misstatement of the lump sum price for a line item, in which case the total lump sum price as quoted in the priced Schedule of Prices shall govern and the lump sum price for the line item shall be corrected;
 2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (2.6 A) and (2.6 B) above.

2.7. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

- A. The Owner reserves the right to waive all irregularities if the defects and irregularities do not affect the amount of the Bid in any material respect or otherwise give the Bidder a competitive advantage.

2.8. BONDS AND GUARANTEES

- A. Bid Guaranty: Not required.
B. Bonds: Not required.

2.9. EXECUTION OF CONTRACT

- A. Within 10 days after award of the Contract, the successful Bidder shall execute and deliver to the Owner the required number of copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents required by the Contract Documents. The successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until the Agreement is properly executed by the Owner.

2.10. ADDENDA

- A. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving Bids.
- B. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall NOT be legally binding. All Addenda shall become a part of the Contract Documents.

- C. Bidders shall submit written questions to the Owner in sufficient time in advance of the Bid opening to allow sufficient time for the Owner to respond. The Owner shall in its sole discretion determine whether an Addendum will be issued.
- D. Copies of each Addendum will be sent only to the Bidders to whom Contract Documents have been issued and to Plan Rooms where copies of the Contract Documents are maintained. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their Bid. Bidders should contact Owner prior to the Bid opening to verify the number of Addenda issued.
- E. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by Owner on its Bid Form, the Bid of such Bidder will be deemed to be responsive only if:
 - 1. The Bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be Bid upon and the Bidder submitted a Bid on that item; or
 - 2. The Addendum involves only a matter of form or is one that has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item Bid.
- F. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Owner any error, omission, inconsistency, or ambiguity therein.

2.11. STATE SALES AND USE TAXES

- A. The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. The Owner will execute properly completed certificates on request.

2.12. MODIFICATION/WITHDRAWAL OF BIDS

- A. Modification. A Bidder may modify its Bid by written communication to the Owner addressed to the Owner's Representative at any time prior to the scheduled closing time for receipt of Bids, provided such written communication is received by Owner's Representative prior to the Bid deadline. The written communication shall not reveal the Bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed Bid is opened. If the Bidder's written instructions with the change in Bid reveal the Bid amount in any way prior to the Bid opening, the Bid may be rejected as non-responsive.
- B. Withdrawal. Bids may be withdrawn in strict accordance with OHIO REVISED CODE Section 9.31.

2.13. COMPLIANCE WITH APPLICABLE LAWS

- A. By submitting a Bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
- B. Equal Employment Opportunity/Nondiscrimination. In addition to the applicable Federal Law requirements, the Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor nor any person on its behalf nor on behalf of any subcontractor, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, color, sex, or disability as defined in Section 4112.01 of the Ohio Revised Code.
- C. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

2.14. FINDINGS FOR RECOVERY

- A. By submitting its Bid, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24(F) of the Ohio Revised Code.

2.15. PREVAILING WAGES

- A. The contract that the City may award because of this solicitation is for the provision of the Goods indicated in the Contract Documents. The Contract Documents do not contemplate the winning bidder providing any construction services at the project site. If the bidder intends to provide construction services at the Project site, it shall notify the City and it shall comply with Ohio's Prevailing Wage Laws with respect to the on-site work.

2.16. METHOD OF AWARD

- A. All Bids shall remain open for acceptance for 60 days following the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid Guaranty prior to that date.
- B. The Owner reserves the right to reject any, part of any, or all Bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all Bids or to reject any incomplete or irregular Bid. The Owner will award a single contract for each of the Bid packages listed above, unless it determines to reject one or more Bid packages. Bidders must furnish all information requested. Failure to do so may result in disqualification of the Bid.

- C. Determination of the Bidder Submitting the Lowest and Best Bid. Subject to the right of the Owner to reject any or all Bids, the Owner will award the Contract for the Work to the Bidder submitting the lowest and best Bid, taking into consideration accepted alternates.
- D. In evaluating Bids, the Owner may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The Bidder authorizes the Owner and its representatives to contact the owners, design professionals, and others having knowledge (collectively "Contacts") on projects on which the Bidder has worked and authorizes and requests such Contacts to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its Bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such Contacts or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold such Contacts and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such Contacts and the employees of each of them.
- E. In addition to the forgoing, Owner may consider the following criteria in determining the lowest and best bidder; and, in its discretion, may consider and give such weight to these criteria as it deems appropriate:
1. Past Contract Performance
 - a. Whether Bidder has failed to sign a contract after submitting a bid security in the past five years.
 - b. Owner may also consider the Bidder's history of making claims against others or having claims made against it; and, if the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining whether the Bidder submitted the lowest and best Bid.
 2. Experience
 - a. Whether the Bidder has experience under contracts in the role that is the required of it by these Contract Documents for at least the last five years prior to Bid submission deadline.
 - b. Whether the Bidder has a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents.
 - c. The Owner's prior experience with the Bidder's surety.
 - d. Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the Specifications.

- e. The Owner may also consider the qualifications and experience of subcontractors and suppliers.
- F. Whether the Bidder meets the requirements set forth in the various provisions of the Specifications included with the Contract Documents. With its Bid, the Bidder will complete and submit to the Owner a completed Contractor's Qualification Statement (using the form included in the Contract Documents), and thereafter will provide the Owner with such additional information as the Owner may request regarding the Bidder's qualifications.
- G. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the lowest and best Bidder.
- H. By submitting its Bid, the Bidder agrees that the Owner's determination of which Bidder is the lowest and best Bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.
- I. The Owner reserves the right to reject proposed Subcontractors before the Contract is awarded. The Bidder shall replace rejected subcontractors will subcontractors acceptable to the Owner with no change in the amount of the Bid submitted by the Bidder to Owner. After approval by the Owner of the list of proposed Subcontractors, Suppliers, and manufactures submitted by the successful Bidder, the list shall not be changed unless written approval of the change is authorized by the Owner.
- J. No Bidder may withdraw its Bid within sixty (60) days after the date Bids are opened. The Owner reserves the right to waive any formalities or irregularities or to reject any or all Bids.
- K. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
- L. Award of Contract. The award of the Contract, when required, will only be made pursuant to a duly adopted resolution of the Owner.

END OF INSTRUCTIONS TO BIDDERS

3. BID GUARANTY AND CONTRACT BOND

Not Required for this contract.

4. NOTICE OF AWARD TO BIDDER

_____ (Bidder)

_____ (Address)

_____ (City/State/Zip)

Date: _____

PROJECT: CITY OF DUBLIN HISTORIC DISTRICT STREET LIGHT REPLACEMENT WITH LED UPGRADE 2013 .

The City of Dublin (Owner) has considered the Bid submitted by you for the above-described work in response to the Legal Notice dated _____.

You are hereby notified that your Bid has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Contract and furnish the required documents within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Contract within ten (10) days from the date of this notice, Owner may—at its discretion—exercise its rights with respect to your Bid guaranty and be entitled to such other rights as may be granted by Law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20____.

Sincerely,

Eagan Foster
Traffic Signal Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

Bidder _____

This _____ day of _____, 20____

By: _____

Title: _____

5. NOTICE OF AWARD TO SURETY AND SURETY'S AGENT (O.R.C. § 9.32)

_____ (Surety)

_____ (Address)

_____ (City/State/Zip)

_____ (Surety's Agent)

_____ (Address)

_____ (City/State/Zip)

Date: _____

SENT BY REGULAR U.S. MAIL

RE: NOTICE OF AWARD OF CONTRACT

To Whom It May Concern:

You are notified that your principal, _____, (Bidder)

has been awarded a contract for CITY OF DUBLIN HISTORIC DISTRICT STREET LIGHT REPLACEMENT

WITH LED UPGRADE 2013 (Project) in the amount of \$ _____ by the City of Dublin, Ohio.

Sincerely,

Eagan Foster
Traffic Signal Engineer

6. NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT (O.R.C. §1311.252)

NOTICE IS HEREBY GIVEN OF THE COMMENCEMENT OF A PUBLIC IMPROVEMENT AS FOLLOWS:

1. The public improvement is identified as CITY OF DUBLIN HISTORIC DISTRICT STREET LIGHT REPLACEMENT WITH LED UPGRADE 2013 located at 5800 Shier Rings Road, Dublin, Ohio 43016.

2. The public authority and Owner responsible for the public improvement is The City of Dublin Ohio, 5800 Shier Rings Road, Dublin, Ohio 43016.

3. The principal contractor(s) for the public improvement are as follows:

_____ (Name)

_____ (Address).

4. The date the City of Dublin first executed a contract with a principal contractor for this public improvement is _____.

5. The name and address of the representative for the City of Dublin upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is Eagan Foster, Traffic Signal Engineer for the City of Dublin, 5800 Shier Rings Road, Dublin, Ohio 43016.

The foregoing instrument was acknowledged before me this _____, day of _____, 20____ by Eagan Foster, Traffic Signal Engineer for the City of Dublin, Ohio.

Signature and Seal of person taking acknowledgement:

7. NOTICE TO PROCEED

To: _____

Date: _____

Project: _____

Owner: City of Dublin, Ohio, 5800 Shier Rings Road, Dublin, Ohio 43016.

You are hereby notified to commence Work in accordance with the Owner-Contractor Agreement dated _____ 20____, and you are to complete the Work in the time required by the Owner-Contractor Agreement and other Contract Documents. You are required to return an acknowledged copy of this Notice to Proceed, to the Owner, indicating Acceptance of this Notice to Proceed.

By: _____

Title: _____

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this the day of _____, 20____.

By: _____

Title: _____

8. REQUEST FOR INFORMATION (PRE-BID)

The person, firm, or corporation submitting a request for information shall be responsible for its prompt delivery and do so in a manner that will allow a sufficient period of time for the issuance and delivery of an Addendum as described in the Instructions to Bidders prior to the receipt of Bids. Please submit all pre-Bid questions in writing to Eagan Foster, City of Dublin, Ohio; 5800 Shier Rings Road, Dublin, Ohio 43016.

Name:	Phone:
Company:	Fax:
Requested Information:	

9. BID FORM

9.1. BID SUBMITTED BY:

(Bidder)

Date Bid submitted: _____

DELIVER TO: CITY OF DUBLIN OHIO
ATTN: EAGAN FOSTER, Traffic Signal Engineer
5800 Shier Rings Road, Dublin, Ohio 43016

Bidder certifies having received, read, and taken into account the following Addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____

Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the Bid.

BID: Include the cost of all design services, labor, and material for the Project.

BIDDER'S TOTAL FOR BASE BID: \$ _____

Bidder shall attach descriptions of the Goods included in base bid to Bid Form in tabular format.

ALTERNATE #1—The Goods listed below compose Alternate #1. The Bidder shall fill in the applicable blank with an amount that will increase, decrease or replace the Base Bid. The City reserves the right to accept or reject any or all Bids on Alternates, in whole or in part, and the right to reject any Alternate or Alternates and to accept any remaining Alternate or Alternates. Alternates may be accepted or rejected in any order. If no change in the Bid amount is required,

indicate "No Change" or zero dollars. Failure to make an entry or an entry of "No Bid," "N/A," or similar entry for any Alternate may cause the Bid to be rejected as nonresponsive, but only if that Alternate is selected.

Item	Est. Qty.	Unit	Description	Delivery ARO	Bid Price
1	124	EA	HISTORIC DISTRICT LED LUMINAIRE – Sternberg Model# 1843LEDTF/4ARC45T3/OSFHC/ML/CSA/BK		
2	20	EA	HISTORIC DISTRICT LED LUMINAIRE – Sternberg Model# 1843LEDTF/4ARC45T5/OSFHC/ML/CSA/BK		
3	12	EA	HISTORIC DISTRICT LED LUMINAIRE – Sternberg Model# 1843LEDTF/6A1RC45T3/OSFHC/ML/CSA/BK		
4	24	EA	Post Mount Twin Bracket Arm – Sternberg Model# 2-6236PT/BCC/BK		
5	138	EA	Holiday Decoration Faceplate		
6	115	EA	Decorative Ladder Rest		
7	120	EA	Adaptor Base with Decorative Skirt		
8	89	EA	Historic District Street Light Pole, 10' - Sternberg Virginia Series (Model# 3710T5.188/GFBGFI-LPIUC/BK		
9	31	EA	Historic District Street Light Pole, 12' - Sternberg Virginia Series (Model# 3712T5.188/GFBGFI-LPIUC/BDBA/BK		

COMPLETION OF THE WORK.

In submitting a Bid, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to complete its work as required by the Contract Documents.

NOTE A: The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

NOTE B: Bidder is cautioned to Bid only on the Brands or Standards specified or an Equivalent as defined in the Contract Documents.

INSTRUCTIONS FOR SIGNING

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

BIDDER CERTIFICATIONS.

By executing this bid, the Bidder certifies that:

- Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents that would preclude it from performing as required by the Contract Documents.
- Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards.
- The Bidder represents that the Bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
- The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a Bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Bid has been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Bid with any other Bidder; (b) unless otherwise required by law, the Bid has not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the Bid opening, directly or indirectly, to any other Bidder who would have any interest in the Bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to

submit or not to submit a Bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.

- The Bidder will execute the form of Owner-Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded based on this Bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.
- The Bidder agrees to furnish any information requested by the Owner to evaluate that the Bidder is the best Bidder and that the Bid is responsive to the Contract Documents.
- The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
- The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.
- By submitting its Bid, the Bidder agrees that the Owner's determination of which Bidder is the best Bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding and it is determined that the Owner did not abuse its discretion in making its selection, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.

LEGAL NAME OF BIDDER: _____

BIDDER IS (check one):

sole proprietor partnership corporation other legal entity

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

Name _____ Title _____

DATE SIGNED: _____ SIGNATURE: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

FEDERAL TAX I.D. # _____

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

Name _____

Address _____

10. INSURANCE CERTIFICATE ATTACHMENT SHEET

11. NONCOLLUSION AFFIDAVIT

State of _____

County of _____ ss:

Bid Identification: _____

_____ (Your Name), being first duly sworn, deposes and says that he is a _____ (sole owner, partner, president, secretary, etc.) of _____ (Company Name), the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the Owner awarding the contract to anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in its general business.

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires _____ Seal of Notary

12. PERSONAL PROPERTY TAX AFFIDAVIT

(O.R.C. § 5719.042)

State of _____ (State Where Completing this Form)

County of _____ (County Where Completing this Form) SS:

_____ (Your Name), Affiant, being first duly sworn, deposes and says:

1. I am the _____ (Title) of _____
(Business Name).
2. The Bidder's offices are located at _____
(Address).
3. I am the Bidder's duly authorized representative for making this affidavit.
4. Effective this _____ day of _____, 20__, the Bidder:

() is charged with delinquent personal property taxes on the general list of personal property as set forth below:

Choose One

County	Amount (include total amount, with penalties and interest thereon)
_____ County	\$ _____

() is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

(Your Name)

The foregoing instrument was acknowledged before me this _____ (date)
by _____ (name of person acknowledged).

Signature and Seal of person taking acknowledgement:

13. AFFIDAVIT OF AUTHORITY

(To be completed and executed if the Contractor is anything other than a sole proprietorship.)

State of _____ (State Where Completing this Form)

County of _____ (County Where Completing this Form) SS:

_____ (Your Name), being duly sworn, deposes and says that he or she is the _____ (Position) of _____ (Business Name), a _____ (Type of Entity) organized and existing under and by virtue of the laws of the State of _____ (State), and having its principal office at: _____ (Address), _____ (City), _____ (County), _____ (State).

Affiant further says that he is familiar with the records, minute books and by laws of _____ (Business Name).

Affiant further says that _____ (Name of Person Signing Contract) _____ (Title of Person Signing Contract) of _____ (Business Name) is duly authorized to sign the Contract for the _____ (Project) on behalf of _____ (Business Name) by virtue of _____

(Describe how the person signing the Contract has Authority to sign for example: "a provision of the by-laws" or "a resolution of the Board of Directors"—if by resolution, give date of adoption.)

_____, _____
(Your Signature) (Your Position)

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of person acknowledged).

Signature and Seal of person taking acknowledgement:

**14. STATE OF OHIO BUREAU OF WORKER'S COMPENSATION INSURANCE
CERTIFICATE ATTACHMENT SHEET**

15. BIDDER'S QUALIFICATION STATEMENT

The CONTRACTOR _____(Name) submits this Statement of Qualifications dated _____ to the OWNER in connection with the following PROJECT: CITY OF DUBLIN HISTORIC DISTRICT STREET LIGHT REPLACEMENT WITH LED UPGRADE 2013.

15.1. CONTRACTOR'S ORGANIZATION

A. General Information

Name: _____

Address: _____

Telephone and Facsimile: _____

E-mail address: _____

Web site: _____

If address given above is a branch office address, provide principal home office address:

Attach brochure or promotional information.

B. Type of Organization

The Contractor's Organization is a:

____ Professional Corporation

____ General Corporation

Date and State of Incorporation: _____

Executive Officers: (Names and Addresses) _____

____ Partnership

Date and State of Organization: _____

Type of Partnership: __ General __ Limited __ Limited Liability __ Other: _____

Current General Partners: (Names and Addresses) _____

____ Joint Venture

Date and State of Organization: _____

Joint Venturers: (For each indicate the name, address and form and state of organization, as well as the managing or controlling Joint Venturer if applicable.) _____

____ Limited Liability Company

Date and State of Organization: _____

Members: (Names and Addresses) _____

____ Sole Proprietorship

Date and State of Organization: _____

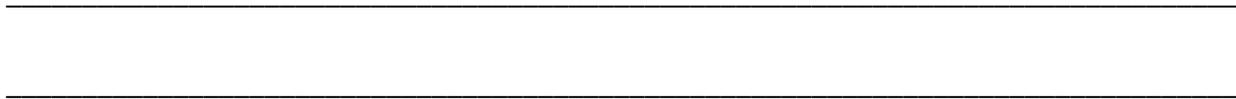
Owner or Owners: (Names and Addresses) _____

____ Other

Type of Organization: _____

State of Organization: _____

Owners or Principals: (Names and Addresses) _____



C. Performance

In the past five (5) years, has Contractor had any business or professional license suspended or revoked?

Yes No

If yes, describe circumstances on separate attachment, including jurisdiction and bases for suspension or revocation.

D. Past Projects.

List at least five (5) projects (with contact information) Contractor has worked on in the past five (5) years of similar nature and scope to that being bid. The Owner may contact the owners of the projects listed.

- 1.
- 2.
- 3.
- 4.
- 5.

In the past five (5) years, has Contractor defaulted, been terminated for cause or failed to complete a contract awarded to it?

___Yes ___No

If yes, describe circumstances on separate attachment, including dates and owner, and if applicable, Contractor's surety.

List any litigation against the company over the products that are the subject of the bid that has been filed within the last five years.

- 1.
- 2.
- 3.
- 4.
- 5.

E. Annual Sales Volume.

Indicate the annual volume of sales completed for the past three years:

Year _____

Year _____

Year _____

16. SUB CONTRACTORS LIST

The Bidder's particular attention is directed to the Owner/Contractor Agreement regarding Owner's right to reject contract subcontractors or suppliers.

The Bidder is required to state, in detail, in the space provided below, the name, address, experience and the work to be performed by sub-contractors in this Contract, including approximate percentage of the contract cost by sub-contractor.

If no sub-contractors are to be used, so state.

Note: The Bidder shall perform within its own organization, work amounting to not less than fifty percent (50%) of the total contract cost.

PROPOSED SUBCONTRACTORS:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____

Add additional sheets if necessary.

17. OWNER/CONTRACTOR AGREEMENT

CITY OF DUBLIN, OHIO STANDARD CONTRACT—PURCHASE OF GOODS

The City of Dublin, Ohio (DUBLIN), located at 5200 Emerald Parkway, Dublin, Ohio 43017, and _____ as seller (SELLER), an _____ Company, located at _____ hereby enter into this Contract on _____, 2013 for services in connection with the purchase of CITY OF DUBLIN HISTORIC DISTRICT STREET LIGHT REPLACEMENT WITH LED UPGRADE 2013 as described in the Contract Documents (“Goods” or “Equipment”).

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS EXECUTION, COMPLETION, AND MODIFICATION.

17.1. CONTRACT DOCUMENTS

This Contract is for performance of a portion of the Contract for the Contract identified above. All goods provided under this Contract by SELLER shall be provided in accordance with the Contract Documents. The Contract Documents comprise of and include this Owner/Contractor Agreement and all of the remaining documents included with the Contract Bid Documents and Specifications and all amendments thereto. The Contract Documents are hereby specifically incorporated herein as part of this Contract.

SELLER further represents and warrants that it is familiar with the entire Scope of its work under the Contract Documents and that the Contract Price includes all of its work that is specifically included in the Contract Documents or which is reasonably inferable from the Contract Documents.

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, SELLER shall (i) provide the better quality or greater quantity of goods or (ii) comply with the more stringent requirement.

17.2. TERM

The term of this Agreement will commence on the above date and continue for a period of one (1) year thereafter (“Initial Term”). Upon the expiration of the Initial Term, Seller shall have the option to extend the Term of this Agreement for two (2) additional independent periods of one (1) year each (“Extended Term”) upon mutual written agreement by Seller and Dublin. Seller shall notify Dublin in writing of its intent to exercise or not exercise an Extended Term at least sixty (60) days prior to the expiration of the applicable Initial or Extended Term.

17.3. DESCRIPTION OF GOODS

SELLER agrees to sell and deliver and DUBLIN agrees to buy, receive, and pay for during the term and in accordance with the provisions of this Contract, the Goods described in the Contract Documents at the quantity set forth therein and at the prices specified in the Seller’s Bid to DUBLIN.

17.4. CONTRACT PRICE

As full compensation for performance of the Contract, DUBLIN agrees to pay SELLER the Contract Price of \$ [REDACTED] for the satisfactory performance of the Contract and based upon the description of goods set forth in Section II of this Contract.

17.5. GOODS TO BE PURCHASED IN LOTS/PAYMENT

Seller and Dublin contemplate and agree that Dublin may purchase the Goods described in the Contract Documents in separate lots at Dublin's sole discretion. For each purchase made under this paragraph, Dublin shall issue a purchase order to Seller that contains a description of the Goods ordered, the quantity ordered, and price for the Goods to be purchased as specified in the Seller's Bid to Dublin. Every purchase order issued by Dublin to Seller following the effective date of this Agreement will be governed by and incorporate the provisions of the Contract Documents.

17.6. TIME FOR DELIVERY

SELLER shall deliver the goods under this Contract to coincide with the requirements of the Contract Documents. In addition to all other available remedies, DUBLIN may terminate this contract upon any default by SELLER under this contract. Any termination will be without prejudice to accrued rights of DUBLIN. All rights and remedies of DUBLIN are cumulative. Without prejudice to other rights or remedies, DUBLIN may, during any default by SELLER, withhold payment.

17.7. RECEIPT OF GOODS AND PRE-DELIVERY SERVICE

Pre-delivery Service: Equipment is to be delivered, as directed, unpacked, assembled, cleaned, and adjusted for immediate use at a location designated by DUBLIN. The equipment shall be clean and all instruments properly adjusted. Training, and Operating and maintenance manuals shall be provided at the time of delivery. Parts and price lists shall be included when special equipment is purchased or when requested by DUBLIN.

The goods will be deemed received by DUBLIN, SUBJECT to DUBLIN's rights of inspection and rejection under this Contract, when delivered and tested as required in the Contract Documents.

17.8. WARRANTY AGAINST ENCUMBRANCES

SELLER warrants that the goods are now free, and at the time of delivery will be free, from any security interest or other lien or encumbrance.

17.9. WARRANTY OF TITLE

SELLER warrants that at the time of signing this contract, SELLER neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of SELLER in the goods.

17.10. RIGHT OF INSPECTION

DUBLIN will have the right to inspect the goods at the time and place of delivery, and within 90 business days after installation of the Equipment, DUBLIN must give notice to SELLER of any claim for damages because of the condition, quality, or grade of the goods, and DUBLIN must specify in detail the basis of the claim. The failure of DUBLIN to comply with these conditions shall not constitute irrevocable acceptance of the goods by DUBLIN.

17.11. PROCEDURE AS TO REJECTED GOODS

On receipt of notification of rejection, SELLER will immediately arrange to receive back the goods for shipment and return. However, within 14 days, SELLER may have an agent inspect the goods for nonconformity; otherwise, the inspection will be made on return to SELLER's facility. When the goods are confirmed or acquiesced as nonconforming, SELLER will ship conforming goods within 14 days of the notice of rejection unless DUBLIN earlier notifies SELLER to forego the shipment.

17.12. RISK OF LOSS

The risk of loss from any casualty to the goods, regardless of the cause, will be on SELLER up to the time of receipt of the goods by DUBLIN at the place of delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, the risk will be on DUBLIN, including any goods returned to SELLER until their receipt by SELLER.

17.13. SURETY BONDING

NOT REQUIRED.

17.14. PERFORMANCE OF CONTRACT

TIME IS OF THE ESSENCE. It is expressly understood and agreed by and between the Parties that time is of the essence regarding completion of the Contract by SELLER. SELLER shall undertake all activities necessary for the performance of its Contract immediately upon Contract execution and shall commence performing hereunder so that the entire Contract may be completed in accordance with the Contract Schedule set forth in the Contract Documents. SELLER shall perform, coordinate, and schedule its obligations so as not to cause any delay or disruption to the Contract Schedule, the Contracts of other entities, or the completion date of the Contract.

SELLER acknowledges and agrees that DUBLIN will incur additional costs, damages, liabilities, lost profits or losses related to loss of use if this Contract is not completed within the time required in the Contract Documents. As a result, SELLER shall be liable for and shall reimburse DUBLIN for any such additional costs, damages, liabilities, lost profits, or losses related to loss of use for its failure to meet the Contract Schedule.

17.15. RELATIONSHIP OF THE PARTIES

SELLER accepts the relationship of trust and confidence established by this Contract to exercise its skill and judgment to further DUBLIN's interests, and to perform the Contract in an expeditious and

economical manner consistent with DUBLIN's interests. Nothing in this Contract shall be construed to constitute the relationship between SELLER and DUBLIN as a partnership, association, or joint venture.

SELLER shall perform its Contract under the general direction of DUBLIN (and/or DUBLIN's representative, construction manager, architect, or other duly authorized individual/entity) and in accordance with this Contract and as reasonably inferable from the Contract Documents as being necessary to produce the intended results as specified hereafter.

17.16. CONTRACT SCHEDULE

SELLER agrees to perform its Contract within the time set forth in the Contract Documents. (Referred to here as the "Contract Schedule"). By agreeing to perform its Contract in accordance with the Contract Schedule, SELLER has included reasonable allowances for weather and unusual or unforeseen delays. If requested by DUBLIN, SELLER shall participate and cooperate in the development of any revisions to the Contract Schedule.

17.17. PERFORMANCE

SELLER shall use its best care, skill, and diligence in supervising, directing and performing, the Contract. SELLER shall have sole responsibility for the performance of the Contract, including the methods, techniques, and means for completing all portions of the Contract. SELLER has the responsibility to ensure that all material suppliers and subcontractors adhere to the Contract Documents, and that they order materials in time, taking into account the current market regarding both pricing and delivery conditions.

17.18. EXTRAORDINARY MEASURES BY DUBLIN

In addition to its other rights under this Contract, DUBLIN will have the right to effect cover by purchasing or agreeing to purchase substitute goods in the open market in the event that SELLER breaches this sales agreement by failing to deliver the goods as specified in this agreement, or by repudiating the entire agreement. The purchase or agreement to purchase substituted goods must be reasonable and effected without unreasonable delay.

17.19. INTERPRETATION OF CONTRACT

17.19.1. INCONSISTENCIES AND OMISSIONS

Should inconsistencies or omissions appear in the Contract Documents, it shall be the duty of SELLER to so notify DUBLIN in writing within three (3) Contracting days of SELLER's discovery thereof. Upon receipt of said notice, DUBLIN shall instruct the SELLER as to the measures to be taken and SELLER shall comply with DUBLIN's instructions. If SELLER performs Contract knowing it to be contrary to any applicable laws, statues, ordinances, building codes, rules, or regulations without notice to DUBLIN and advance approval by appropriate authorities, then SELLER shall assume full responsibility for such Contract and shall bear all associated costs, charges, fees, and expenses necessarily incurred to remedy the situation.

17.20. LAW AND EFFECT

The parties acknowledge that the transaction that is the subject matter of this agreement bears a reasonable relation to the State of Ohio, and agree that in the event of any dispute or disagreement between them relating to this agreement, the law of the State of Ohio will govern their rights and duties under this agreement. The parties specifically intend that the provisions of Chapter 1302 of the Ohio Uniform Commercial Code will control as to all aspects of this agreement and its interpretation, and that all the definitions contained there will apply to this agreement except where this agreement may expressly provide otherwise.

17.21. SEVERABILITY

The partial or complete invalidity of anyone or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

17.22. ENTIRE CONTRACT

The parties to this contract intend the foregoing writing, in conjunction with the remainder of the Contract Documents, to be the final, complete, and exclusive expression of all the terms of their agreement. No course of dealing or usage of trade or course of performance may be used to supplement or explain the terms of this agreement or the obligations and rights of the parties to this agreement.

17.23. MODIFICATION OF UNCONSCIONABLE CLAUSES

If any clause of this Contract is held to be unconscionable by any court of competent jurisdiction, the clause in question will be modified to eliminate the unconscionable element and as so modified, the clause will be binding on the parties. The remaining provisions of this agreement will not be affected by the modification of any unconscionable clause.

"Unconscionable" will be deemed to mean that the enforcement of the entire agreement or a specific clause of the agreement will work oppression or cause unfair surprise to one of the parties. Unconscionability will be determined as of the time when the agreement is made, but will not be deemed established either by the fact that the agreement subsequently proved disadvantageous to one of the parties or by the fact that one of the parties has bargaining power superior to that of the other.

17.24. Failure to assert right or remedy—Nonwaiver of any other right or remedy

A failure to assert any rights or remedies available to a party under the terms of this sales Contract, or a waiver of the rights or remedies available to a party by a course of dealing or otherwise, will not be deemed to be a waiver of any other right or remedy under this contract, unless the waiver of the right or remedy is contained in a writing signed by the party alleged to have waived its other rights or remedies.

17.25. SUBCONTRACTING

SELLER shall provide to DUBLIN written notice that it intends to subcontract any of the work covered by the scope of the Contract Documents to a third party. DUBLIN shall have the right to approve any and all such subcontracts and SELLER shall not allow any work to be performed by any subcontractor that has not been approved in writing by DUBLIN. SELLER agrees that it shall not be entitled to any additional compensation in the event that DUBLIN does not approve a proposed subcontractor. SELLER further agrees to incorporate the terms and conditions of this Contract into every subcontract.

In the event that SELLER has work performed by a subcontractor who has not been approved by DUBLIN, DUBLIN shall have the right to terminate this Contract or supplement SELLER's Contract as necessary to have the same completed in accordance with the Contract Documents. All costs incurred by DUBLIN because of such action shall be the responsibility of SELLER and DUBLIN may back-charge SELLER therefore.

17.26. SHOP DRAWINGS SAMPLES, PRODUCT DATA AND MANUFACTURERS' LITERATURE

SELLER shall promptly submit to DUBLIN for approval all shop drawings, samples, product data, manufacturers' literature, EPA certifications, and similar submittals sufficient to establish that the goods meet the requirements of the Contract Documents. SELLER shall prepare and deliver its submittals to DUBLIN in such time and sequence so as not to delay the Contract. The approval of any SELLER submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Contract Documents unless express written approval is obtained from DUBLIN authorizing such deviation, substitution, or change.

17.27. COORDINATION AND COOPERATION

SELLER shall cooperate with DUBLIN and all others whose work may interfere or interface with the Contract.

17.28. AUTHORIZED REPRESENTATIVE

Unless otherwise stated in writing by DUBLIN, SELLER shall have a competent supervisor, superintendent, or representative, satisfactory to DUBLIN, on the Contract at all times with authority to act on behalf of SELLER with respect to the Contract and for receiving notices, orders, and instructions. SELLER shall identify the person or persons so authorized to act on its behalf, in writing, before commencing work on the Contract. All decisions or representations made by SELLER's designated representative for this Contract, whether oral or written, shall be binding on SELLER.

17.29. TESTS AND INSPECTIONS

SELLER shall schedule all required tests, approvals, and inspections required under the Contract Documents at appropriate times so as not to delay the progress of the Contract. SELLER shall bear all

expenses associated with tests, inspections and approvals required of the SELLER by the Contract Documents, unless otherwise agreed to.

17.30. MATERIALS FURNISHED BY OTHERS

In the event the scope of the Contract includes installation of materials or equipment furnished by others, it shall be the responsibility of SELLER to examine those items, store and install the items, unless otherwise provided for in the Contract Documents, with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to acts of SELLER shall be deducted from any amounts due or to become due SELLER under this Contract.

17.31. SUBSTITUTIONS

No substitutions shall be made in the Contract unless permitted in the Contract Documents and then only upon the SELLER first receiving all approvals required under the Contract Documents for substitutions including final approval by DUBLIN, which DUBLIN in its sole discretion may withhold.

17.32. EXPRESS WARRANTY

With respect to the goods purchased under this agreement and all other goods purchased from SELLER, SELLER expressly warrants for the warranty period as follows: (a) the goods will strictly conform to the requirements of the Contract Documents including but not limited to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods will be free from defects in workmanship and material and will be new and of the highest quality; (c) DUBLIN will receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods will be merchantable, safe and fit for the DUBLIN's intended purposes, which purposes have been communicated to SELLER; (e) the goods will be adequately contained, packaged, marked and labeled; (f) all services performed by SELLER will be performed in a competent, workmanlike manner; (g) the goods will be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to manufacture, labeling, transporting, licensing, approval or certification, and any law or order pertaining to discrimination; (h) the goods shall be Certified as required elsewhere in the Contract Documents. These warranties will be in addition to all other warranties, express, implied, or statutory. These warranties will survive inspection, test, delivery, acceptance, use, and payment by DUBLIN and will inure to the benefit of DUBLIN, its successors, assigns, customers and the users of DUBLIN's products. These warranties may not be limited or disclaimed.

If DUBLIN experiences any defect, failure or nonconformity during the warranty period, DUBLIN will have the right to take the following actions, at DUBLIN's option: (1) retain the defective goods in whole or in part with an appropriate adjustment in the price for the goods; (2) require SELLER to repair or replace the defective goods in whole or in part at SELLER's sole expense, including all shipping, transportation and installation costs; (3) correct or replace the defective items with similar items and recover the total cost from SELLER, including the cost of product recalls; or (4) exercise all other rights under the Ohio Uniform Commercial Code and any other applicable statutes.

For purposes of this agreement, "warranty period" will mean the period for each piece of equipment set forth in the Contract Documents; beginning from the day of first use of the goods by DUBLIN or acceptance by DUBLIN, whichever occurs later. If no Warranty Period is set forth for a particular component or piece of equipment, the Warranty Period shall be the Ohio Statute of Limitations for contract actions. Notwithstanding the foregoing, SELLER agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period, or a defect is discovered which, in DUBLIN's opinion, constitutes a threat of damage to property or to the health and safety of any person.

SELLER further agrees to furnish any manufacturer's or special warranties relating to its Contract prior to and as a condition of final payment. SELLER agrees to perform any remedial or corrective work necessary to satisfy its warranty obligations without cost to DUBLIN.

In addition to the foregoing Warranties, the SELLER shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by DUBLIN, for as many service calls as are necessary for the first one (1) year period after said goods are first supplied to DUBLIN.

17.33. SAFETY OF PERSONS AND PROPERTY

SELLER is responsible for the health and safety of its employees, agents, subcontractors, and other persons on and adjacent to the Contract delivery site. SELLER, however, shall take all necessary and prudent safety precautions with respect to its Contract and shall comply with all safety programs and measures, and with all applicable laws, ordinances, rules, regulations, and orders of any public authority for the safety of persons or property, including, but not limited to, OSHA. SELLER shall also coordinate Contract activities with DUBLIN, other contractors or entities, or any other parties involved with this Contract to reduce the risk of an accident or injury occurring.

SELLER shall protect any of its goods and materials susceptible to damage from moisture or hosting of mold at all times. SELLER agrees to indemnify, hold harmless and defend DUBLIN from any and all claims, losses, costs and expenses (including, but not limited to, all attorneys' and consultants' fees) relating to or arising from mold resulting from SELLER's Contract.

17.34. INSURANCE

17.34.1. SELLER'S INSURANCE

Prior to start of the Contract, SELLER shall procure and maintain in full force and effect Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive or Commercial General Liability Insurance on an occurrence basis, and any additional insurance required of SELLER. SELLER shall deliver all certificates of insurance to DUBLIN, or upon request, copies of the actual insurance policies. All liability insurance policies described above shall be written on a comprehensive form and shall conform to the laws of the State of Ohio. Before any of the SELLER's employees perform any work on the Contract, SELLER shall furnish DUBLIN with the Insurance Company's certificate that such coverage has been provided and each certificate shall contain the required limits. DUBLIN shall be specifically named and included as an additional insured party under all coverage required by

this Contract and coverage for such additional insured shall be amended to include a waiver of subrogation and primary and noncontributing endorsements in favor of the additional insured.

The types of insurance and minimum amount of limits, required hereunder are:

- (A) Workers' Compensation Insurance coverage: statutory requirements in the State of Ohio.
- (B) Employers Liability Insurance with limits of not less than \$1,000,000 to anyone person: USL&H; FELA; Jones Act; and, Continental Shelf Act Endorsements, if applicable.
- (C) Commercial General Liability Insurance, written on an occurrence form:
 - x Standard Limits
 - Excess Liability Policy, if applicable: \$_____.
 - Professional Liability, if applicable, \$1,000,000 Each Occurrence, with not less than a Five Year Completed Operations period if claims-made coverage.
 - Other policies.

17.35. NUMBER OF POLICIES

Commercial General Liability insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. The Umbrella Liability coverage must be as broad as or broader than the Primary Insurance Policies.

17.36. PROPERTY INSURANCE

SELLER is responsible to provide insurance coverage for tools, equipment, or personal belongings that are owned or leased by the SELLER or its employees at SELLER's own expense. SELLER accepts and shall bear the risk of loss for its property, material, or equipment, which is stored on-site and off-site.

17.37. SUBROGATION

SELLER on behalf of itself, its insurers, successors and assigns does hereby waive all rights of subrogation against DUBLIN relating to or arising from any loss or damage that is within any insurance coverage of SELLER, regardless of whether a claim has been submitted to or denied by the insurer.

17.38. INDEMNIFICATION AND DUTY TO DEFEND

Except to the extent expressly prohibited by statute, SELLER agrees to fully indemnify and hold harmless DUBLIN and its elected officials, agents, officers, representatives, attorneys, employees, volunteers, indemnities, independent contractors and invitees from and against any and all claims,

causes of action, amounts, damages, demands, expenses, judgments, liabilities, losses, obligations, proceedings and costs, including actual attorneys' fees, expert witness fees and costs incurred, that in whole or in part, arise out of, involve, result from, relate to or are alleged to have been caused by:

- (a) The performance of any aspect of the Contract by SELLER or any of its subcontractors, independent contractors, suppliers, manufacturers, materialmen or persons or entities for whose acts SELLER is or may be liable and/or their respective agents and/or employees;
- (b) Act(s), failure(s) to act, omission(s) or negligence of or by SELLER or any of its subcontractors, suppliers, manufacturers, materialmen or persons or entities for whose acts SELLER is or may be liable and/or any of their respective agents and/or employees.
- (c) Injury or death to persons or damage to property which arises out of, involves, results from, relates to or is caused by, in whole or in part, any action(s), inaction(s) and/or negligence of or by SELLER or any of its subcontractors, independent contractors, suppliers, manufacturers, materialmen or persons or entities for whose acts SELLER is or may be liable and/or any of their respective agents and/or employees including without limitation, breach of warranty or product liability; provided, however, that SELLER's obligation to indemnify DUBLIN will not apply to any liabilities solely arising from DUBLIN's negligence.
- (d) The failure of SELLER to pay its subcontractors, suppliers, materialmen, laborers, union fringe benefits or any other obligation arising in the performance of the Contract.
- (e) The failure of SELLER to meet any of its warranty obligations under the Contract.

This indemnification provision shall not be construed to negate, abridge, or reduce any other rights of DUBLIN and its elected officials, agents, officers, representatives, attorneys, employees, volunteers, indemnities, independent contractors and invitees.

In the event that any such claims, loss, cost, expense, liability, damage or other injury arise or are made or threatened against any indemnity hereunder, DUBLIN shall have the right to withhold any payments due or to become due to SELLER an amount sufficient in its judgment and sole discretion to protect and indemnify in accordance with this provision against any and all such claims, loss, damage, cost and expense.

All indemnity obligations set forth in this Contract shall survive the termination of this Contract or the completion of SELLER's Contract.

17.39. DELAYS/TIME IMPACT

Should SELLER delay the progress of the Contract so as to cause DUBLIN to suffer or become liable for any damages, SELLER agrees to pay to DUBLIN the full amount of any and all such damages. Such damages, at DUBLIN's option, may be deducted from any payments due, or which become due, under the Contract. Nothing in this paragraph shall limit DUBLIN's right to claim all actual damages sustained by it because of SELLER's delay. In addition, DUBLIN may terminate this Contract for default

as provided in this Contract. Such damages are in addition to the liquidated damages provision contained in the Contract Documents.

DUBLIN shall not be liable to SELLER for delay to SELLER's Contract due to fire or other casualty; or because of riots or of strikes, or other combined action of other persons; or because of any acts of God; or any other cause, whether foreseen or unforeseen, beyond DUBLIN's control.

17.40. DISPUTE RESOLUTION

17.40.1. INITIAL DISPUTE RESOLUTION

If a dispute arises out of, or relates to this Contract or the alleged breach thereof, the parties shall endeavor to settle the dispute first through direct discussions by and between the parties respective Managers or principals.

If the dispute cannot be settled through direct discussions, the parties may then endeavor to settle the dispute by mediation. Notice of demand for mediation shall be filed in writing with the other party to this Contract. The demand for mediation shall be made within a reasonable time after written notice of the claim, dispute or other matter in question has been given, but in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statutes of limitation. The location of the proceedings shall be in Dublin, Ohio, unless the parties agree otherwise. The parties shall share all costs of the mediation equally.

17.40.2. ARBITRATION/LITIGATION

In the event that a dispute is not resolved as set forth above, DUBLIN shall have the right, in its sole and exclusive discretion, to elect whether the dispute will then be decided by arbitration or litigation. In the event that DUBLIN should elect to resolve the dispute through Arbitration, it shall so notify SELLER in writing. The parties will then meet or confer to reach Contract on an arbitrator. The arbitration shall be conducted in general conformity with the Rules of the American Arbitration Association; however, the American Arbitration Association shall not administer the arbitration. The locale of any arbitration hearing shall be Dublin, Ohio. Any award rendered in the arbitration shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction.

In the event that Contractor should elect to resolve the dispute through litigation jurisdiction thereof shall reside exclusively with the Common Pleas court of Franklin County, Ohio and Ohio law shall apply in all respects.

17.40.3. PREVAILING PARTY

In the event of any arbitration, the prevailing party shall be awarded its share of the arbitration costs and arbitrator compensation. For the purpose of the application of this provision, the arbitrator(s) shall determine the prevailing party as follows: the prevailing party shall be that party who's last written settlement position (demand/offer) made before the commencement of the arbitration hearing(s) is closest to the final award rendered by the arbitrator(s). In order to be

considered for the purpose of this provision, any settlement position (demand/offer) must be in writing and must have been delivered by certified mail to the other party. It is the intent of this provision for the arbitrator(s) to identify the true party prevailing in any arbitration proceeding. To that end, in the event that a party seeking relief has not taken a settlement position, i.e. the claimant, the arbitrator(s) shall consider the settlement demand to be the full relief requested in the arbitration demand. In the event that the Bidder has not taken a settlement position, the arbitrator(s) shall consider the offer to be a complete rejection of the relief requested by the claimant. Where there are mixed claims and counterclaims, the determination of the prevailing party shall be within the discretion of the arbitrator(s) consistent with the intent of this provision."

17.41. CONTRACT CONTINUATION AND PAYMENT

SELLER shall carry on the Contract and maintain the Contract Schedule pending final resolution of a Claim including mediation, arbitration, or litigation, unless the Contract has been terminated or the Contract suspended as provided for in the Contract; or, the parties otherwise agree in writing to a partial or total suspension of the Contract. If SELLER is continuing to perform in accordance with the Contract, DUBLIN shall continue to make undisputed payments as required by the Contract.

17.42. RECOURSE BY DUBLIN

17.42.1. Termination by DUBLIN

1. Termination for Default/Cause

DUBLIN may terminate this agreement or any order under this agreement for cause in the event of any default by SELLER. The following are causes, among others, allowing DUBLIN to terminate this order: (i) late deliveries, (ii) deliveries of goods that are defective or that do not conform to this agreement, or (iii) failure upon request to provide DUBLIN with reasonable assurances of future performance. Additionally, DUBLIN may immediately cancel this agreement in the event of any of the following: (i) insolvency of SELLER; (ii) the filing of an involuntary or voluntary petition of bankruptcy against SELLER; (iii) the execution by SELLER of an assignment for the benefit of creditors; or (iv) the appointment of a receiver over SELLER's assets. In the event of termination for cause, DUBLIN will not be liable to SELLER for any amount, and SELLER will be liable to DUBLIN for all damages sustained because of the default that gave rise to the termination.

2. Termination for Convenience

DUBLIN reserves the right to terminate this agreement or any order under this agreement for its sole convenience. In the event of such a termination, SELLER immediately will stop all work, and will immediately cause all of its suppliers and subcontractors to cease work. Upon approval by DUBLIN, SELLER will be paid a reasonable termination charge consisting solely of a one percent of the order price reflecting the percentage of the work performed prior to the notice of termination. Within 14 days after receipt of a termination notice, SELLER will submit its claim. DUBLIN reserves the right to verify the claim by auditing all relevant records. SELLER will not be paid for any work performed after receipt of the notice of termination, nor for any costs incurred by SELLER's suppliers or subcontractors, which SELLER could reasonably have avoided. In no event will DUBLIN be liable for loss of profits or other cancellation charges.

In the event that any court or arbitration panel should determine that a termination of SELLER by DUBLIN for cause was a breach of the Contract, any such termination shall immediately be converted to a termination for convenience and SELLER's damages shall be so calculated.

3. Material Changes

DUBLIN will have the right to make any changes, additions, or alterations in the items, quantities, destination, specifications, drawings, designs, or delivery schedules. The parties will undertake to negotiate an appropriate adjustment in price and terms where the SELLER's direct costs are materially affected by the changes. Any request by SELLER for an adjustment in price or terms must be made within 14 days of any such change. All changes and adjustments, if any, must be in writing and signed by a duly authorized representative of DUBLIN.

17.43. NO DISCRIMINATION

In the hiring of employees for the performance of work under this Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates.

Further, no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

Breach of the foregoing shall result in:

Deduction from the amount payable to the contractor by the Owner, under this Contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract; and,

The Contract shall be canceled or terminated by the Owner, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

17.44. UNRESOLVED FINDINGS AND OHIO LICENSE

In addition to the foregoing, by executing this Contract the SELLER attests, confirms, and represents that it does not have an unresolved finding for recovery under Ohio Revised Code Section 9.24. Further, SELLER represents that it is authorized and licensed to conduct business in the State of Ohio as required by Ohio Revised Code Sections 1703.01 to 1703.31.

DUBLIN/OWNER:

CITY OF DUBLIN, OHIO

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

By: _____

By: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

SELLER:

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

Date: _____

Law Director

18. FISCAL OFFICER'S STATEMENT OF AVAILABILITY

(Section 5705.41, R.C.)

I Angel Mumma hereby certify that I am the City Finance Director for the City of Dublin, Ohio and that the amount of money to wit _____ required to meet the cost of the attached Contract between the City of Dublin, Ohio and _____ has been or will be, prior to the ordering of any materials, lawfully appropriated for the purpose of said Contract and the money so appropriated is on deposit or in process of collection to the credit of the appropriate fund free from any previous encumbrances. Moneys due in excess of the

Contract Sum and any Contingency amount assigned thereto shall require an additional and separate Fiscal Officer's Statement of Availability which shall not be given unless the Contract adjustment is directly attributable to one of the express methods for increasing the Contract Sum under the Contract Documents; and, such process is completed in the manner required by the Contract Documents.

_____, 2013

By: _____

Title: Finance Director

19.0 (SECTION OMITTED)

20.0 (SECTION OMITTED)

21.0 SPECIFICATIONS

21.1 **GENERAL.** Work covered under this section consists of furnishing the City of Dublin manufactured long-life, high-efficiency light emitting diode (LED) fixtures, street lighting poles, and pole accessories to execute the street lighting system upgrade in the Dublin Historic District as described in this specification.

21.2 INSTALLATION DRAWINGS

21.2.1 No drawings are furnished, this is materials only procurement.

21.2.2 Specifications are for assistance and guidance, but actual field conditions may dictate variances from fixture to fixture.

21.3 STANDARDS

21.3.1 The articles, devices, Materials, Equipment, forms of construction, fixtures and other items named in the Specifications to denote kind, quality, or performance requirements for each portion of the Work shall be known as Standards and all Bids shall be based upon those Standards. Where two or more Standards are named, the Bidder may furnish any one of those Standards. Items, which are not Standards, may be used only if accepted pursuant to the requirements of (B) and (C) below. The base Standards for this bid are established by the type, quality, and performance characteristics established by the Cree Lighting Equipment set forth in the tables included at the end of these Specifications.

21.3.2 Proposed Equals. If the Bidder proposes to use an article, device, material, Equipment, form of construction, fixture or item other than those Standards named in the Specifications, the Bidder shall certify that the item is equal in quality, and in all aspects of performance and appearance, to the Standards specified. In addition, the Bidder shall submit information to the Owner's Representative not later than ten Days prior to the Bid opening, which information shall include:

21.3.2.1 The name and a complete description of the Proposed Equal, including Drawings, performance and test data, and other information necessary for a complete evaluation of the Proposed Equal;

21.3.2.2 A statement setting forth any changes that the Proposed Equal will require in the Contract Documents or the Project.

21.3.3 Approval or Disapproval of Proposed Equals. If the Owner, in the exercise of its discretion, approves the Proposed Equal as a standard, the Owner shall issue an Addendum to that effect to each Person of record holding Contract Documents. If the Owner does not approve the Proposed Equal as a standard, the Owner shall inform the Bidder of the disapproval in writing, no later than ninety-six hours prior to the Bid opening, excluding Saturdays, Sundays and legal holidays, stating the reason for the disapproval, which decision shall be final. The Owner shall have the discretion to reject a Proposed Equal for the reason that the Bidder failed to provide sufficient information to enable the Owner to completely evaluate the Proposed Equal without delaying the scheduled Bid opening.

21.4 QUALITY ASSURANCE

21.4.1 All items provided shall be of uniform quality and appearance.

21.4.2 Manufacturers of LED Luminaires shall demonstrate a suitable testing program incorporating high heat, high humidity, and thermal shock test regimens to ensure system reliability and to substantiate lifetime claims.

21.4.3 The use of IESNA LM-80 data to predict Luminaire lifetime is not acceptable but is acceptable to predict loss of luminosity over time.

21.4.4 At time of manufacture, electrical and light technical properties shall be recorded for each Luminaire. At a minimum, this should include lumen output, CCT, and color rendering index (CRI). Technical properties must be made available for a minimum of 7 years after the date of manufacture.

21.4.5 The LED system must be capable of providing total luminaire efficacies in excess of 50 lumens per watt.

21.4.6 The luminaires shall be lead-free, mercury-free and meet Restriction of Hazardous Substances (RoHS) regulations.

21.4.7 All Solid State Lighting (SSL) should meet the requirements of accepted safety standards through the independent testing of a Nationally Recognized Testing Laboratory (NRTL) and be suitable for use in wet locations, and IP66 listed by a Nationally Recognized Testing Lab, per IEC 60529.

21.4.8 Warranties. In addition to any other warranties required by the contract documents, each luminaire shall have the following:

21.4.8.1 Minimum 10-year manufacturer's warranty applies to the LED product and driver. Failure of three (3) or more individual LED's in a luminaire fixture will be sufficient to invoke the warranty replacement.

21.4.8.2 Minimum 5-year warranty on finish.

21.5 **SUBMITTALS.** Submit product data on luminaires including, but not limited to, materials, finishes, approvals, photometric performance, and dimensional information. If a retrofit product is offered and actual product data is unavailable at the time of the proposal, it will be required before the award is made.

21.6 **ACCEPTABLE MANUFACTURERS.** Subject to compliance with these specifications, items described in this document shall be by the manufacturer specified per item, or City of Dublin engineer approved equal.

21.7 **ITEMS 1, 2 & 3 – HISTORIC DISTRICT LED LUMINAIRES.** Provide LED Luminaires from the Sternberg 1843 LED Carson City Series or approved equal that meet or exceed the Standards set forth herein to replace the present fixtures.

21.7.1 The luminaire design includes, as follows:

21.7.1.1 The 1843 LED Carson City Series is large scale, traditionally styled colonial fixture featuring a tapered four-sided cage and roof. The four-paneled roof shall be appointed with a decorative cast aluminum finial.

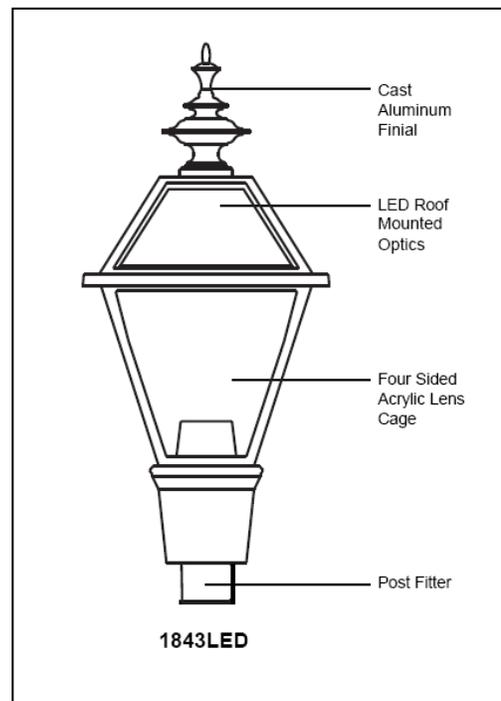
21.7.1.1.1 The luminaire shall measure 18 1/4" wide and 41 3/4" tall with a hinged roof for easy inside access.

21.7.1.1.2 The luminaire shall be supplied with line-ground, line-neutral and neutral-ground electrical surge protection in accordance with IEEE/ANSI C62.41.2 guidelines.

21.7.1.1.3 The luminaire shall be U.L. or E.T.L. listed in U.S. and Canada. Each Luminaire including all of its components shall be listed with Underwriters Laboratory, Inc. under the appropriate standards or UL1598 for luminaires, or an equivalent standard from a nationally recognized testing laboratory.

21.7.1.2 The post fitter at the base of the luminaire shall be heavy wall cast aluminum alloy for high tensile strength. The fitter shall have an inside diameter opening to accept a 3" diameter pole or tenon. The fitter shall be secured to the pole top or tenon with set screws

21.7.1.3 The LED driver housing shall be heavy wall cast aluminum for high tensile strength, attached to the driver housing to ensure high capacity heat sinking of driver thermals,



keeping the driver cooler and ensuring long life. The LED driver shall be supplied with a quick-disconnect electrical connector on the power supply, providing an easy power connection.

- 21.7.1.4 The light for the luminaire shall be high output, high brightness LEDs.
 - 21.7.1.4.1 The LEDs shall be mounted in arrays, on printed circuit boards designed to maximize heat transfer to the heat sink surface. The LED arrays shall be mounted to minimize up-light.
 - 21.7.1.4.2 The LEDs shall be attached to the printed circuit board with not less than 90% pure silver to insure optimal electrical and thermal conductivity. The LEDs and printed circuit boards shall be protected from moisture and corrosion by a conformal coating of 1 to 3 mils. The LEDs and printed circuit board construction shall be environmentally friendly and 100% recyclable. They shall not contain lead, mercury or any other hazardous substances and shall be RoHS compliant. The LED life rating shall be determined in accordance with IESNA LM-80-08.
 - 21.7.1.5 The optics of the luminaire shall be provided with individual, acrylic, refractor type optics applied to each LED. The luminaire shall provide Type II, III or V, as designated in the bid tab, light distribution per the IESNA classifications. Testing shall be done in accordance with IESNA LM-79-08.
 - 21.7.1.6 The performance of the LED arrays shall be built in series-parallel circuits which maintain overall light output in the event of single LED failures.
 - 21.7.1.6.1 The LEDs and LED driver shall operate over a -40°C (-40°F) to +50°C (122°F) ambient air temperature range. The High Performance white LEDs will have a life expectancy of approximately 70,000 hours with not less than 70% of original brightness (lumen maintenance), rated at 25°C.
 - 21.7.1.6.2 The High Brightness, High Output LED's shall be 4500K color temperature with a minimum of 75 CRI.
 - 21.7.1.6.3 The luminaire shall have a minimum initial delivered lumen rating per the table below when operated at steady state with an average ambient temperature of 25°C (77°F)

Light Source	Initial Delivered Lumens	Fixture Watts	Light Source	Initial Delivered Lumens	Fixture Watts
10A1R45T5	10325	189	10A1R45T3	9300	189
6A1R45T5	7360	125	6A1R45T3	6140	125
6ARC45T5	5615	97	6ARC45T3	4750	97
4ARC45T5	3660	66	4ARC45T3	3290	66
3ARC45T5	2920	52	3ARC45T3	2420	52

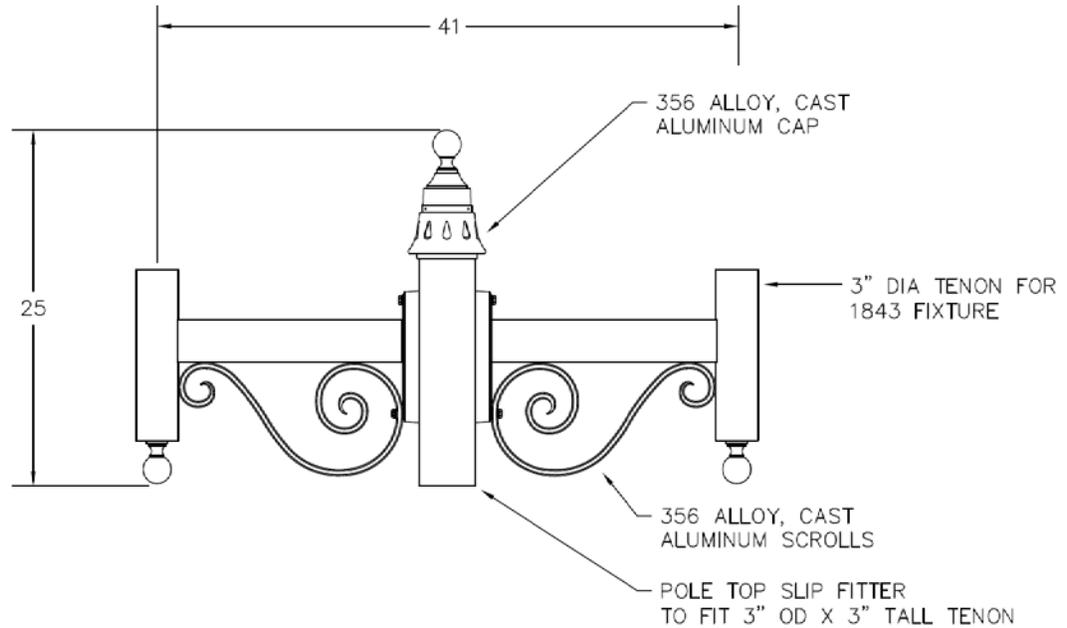
- 21.7.1.7 The chimney light shall be 20 Watt LED with 3700K color temperature of 3700 K.
- 21.7.1.8 The electronic driver shall be U.L. or E.T.L. Listed or Recognized.
 - 21.7.1.8.1 The driver shall have overload as well as short circuit protection. The driver shall be a DC voltage output, constant current design, 50/60HZ. The driver shall have a minimum efficiency of 90%.
 - 21.7.1.8.2 The driver shall be rated at full load with THD<20% and a power factor of greater than 0.90. The driver shall contain over-heat protection which reduces output to less than half rating if the case temperature reaches 85°C.
- 21.7.1.9 The luminaire housing shall be made of heavy wall cast aluminum alloy with a cast aluminum roof with optimized heat sinks to provide maximum life and performance for the LED light sources.
 - 21.7.1.9.1 The lens panels shall be made of vandal resistant, clear seeded acrylic (CSA).
 - 21.7.1.10 No photocell shall be provided.
- 21.7.2 ITEM 1 – HISTORIC DISTRICT LED LUMINAIRE – Sternberg Model Number 1843LEDTF/4ARC45T3/OSFHC/ML/CSA/BK.**
 - 21.7.2.1 Power consumption of 66 Watts.
 - 21.7.2.2 Lighting distribution – Type III.
- 21.7.3 ITEM 2 – HISTORIC DISTRICT LED LUMINAIRE – Sternberg Model Number 1843LEDTF/4ARC45T5/OSFHC/ML/CSA/BK.**
 - 21.7.3.1 Power consumption of 66 Watts.
 - 21.7.3.2 Lighting distribution – Type V.
- 21.7.4 ITEM 3 – HISTORIC DISTRICT LED LUMINAIRE – Sternberg Model Number 1843LEDTF/6A1RC45T3/OSFHC/ML/CSA/BK.**
 - 21.7.4.1 Power consumption of 125 Watts.
 - 21.7.4.2 Lighting distribution – Type III.

21.8 **ITEM 4 - POST MOUNT TWIN BRACKET ARM – STERNBERG MODEL# 2-6236PT/BCC/BK.** For installation on the twelve-foot (12') poles, provide twin post-mounted arm brackets manufactured by Sternberg model# 2-6236PT/BCC/BK or approved equal, or approved equal, to provide a mounting point for the luminaire eighteen and three/quarters inches (19.75") from the side of the pole. See Sternberg model# 2-6236PT/BCC/BK pictured below.

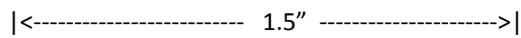
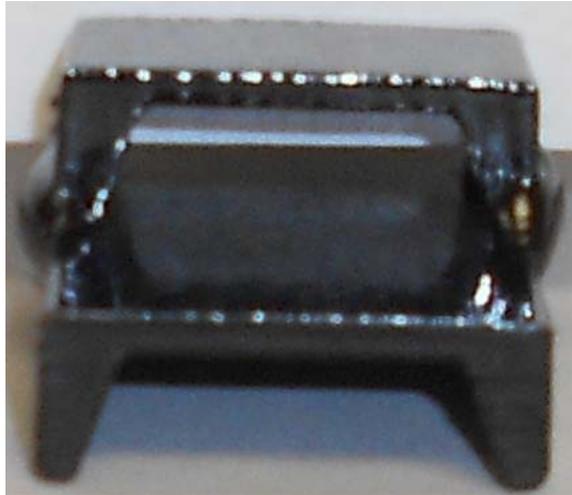
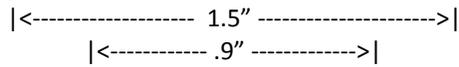
21.8.1 The arms shall be cast aluminum and/or extruded aluminum and powder-coated black. The arms shall be pre-wired for ease of installation.

21.8.2 The arms shall be bolted to a post mount adaptor, which is welded to the pole to ensure proper alignment to the base

21.8.3 The entire assembly of adaptor, arms and cap shall be powder-coated black.



21.9.2.4 The width of the faceplate is approximately 1½” and the slot is .9” at its narrowest point. See cross-section figure below:



21.9.2.5 The faceplate is intended to mate with the bracket shown in the following figures – the first is the bracket alone



21.9.2.6 and the second is the bracket inserted in the faceplate. This is for information purposes only, as the bracket will not be provided under this contract.



- 21.10 **ITEM 6 - DECORATIVE LADDER RESTS.** For installation on the ten-foot (10') poles, provide a decorative ladder rest manufactured by Philips Hadco (model M0012 A), or approved equal. See Philips Hadco product pictured below.



- 21.10.1 The ladder rest shall extend fifteen inches (15") out from each side of the pole.
- 21.10.2 Attachment shall be to the top of the three-inch (3") pole (or a three inch (3") tenon) and secured with a minimum of three (3) set screws.
- 21.10.3 The ladder rest shall include a three-inch (3") diameter tenon to which the luminaire is secured.
- 21.10.4 The item shall be powder-coated black.

21.11 DUBLIN HISTORIC DISTRICT STYLE POLES

- 21.11.1 Poles supplied shall conform in style to the existing street light poles in the Dublin Historic District. The City Engineer shall be the final judge of whether an alternative commodity offered conforms in appearance to the existing poles in Dublin.
- 21.11.2 The City intends to award poles of both sizes/configurations (Items 8 and 9) to the same manufacturer to promote uniformity of appearance for the streetlights throughout the Historic District and simplify stocking of spare items for maintenance or new installations. Based on pricing offered from the various bidders, this may mean the different size poles will be awarded to different suppliers offering items from the selected manufacturer.
- 21.11.3 The existing poles being replaced were manufactured by Hadco (Now part of the Philips Company). The poles were from the Hadco P1791 Series of various heights.
- 21.11.4 The poles supplied shall match the anchor bolts $\frac{3}{4}$ " in diameter in the existing foundations. The bolts on the existing foundation are ideally aligned to the corners of a square, with the bolt circle ideally of $11\frac{5}{8}$ " (11.625") but may range from 11.375" to 12.75". Since the base plate of many of the existing poles was designed in a "H" configuration and considering construction variations, the bolts may not be aligned to the corners of a four-sided figure not a true-square, i.e., rectangle, parallelogram or trapezoid. This compatibility with the existing bolts may be accomplished by the design of the pole supplied or by an adaptor base designed to match the existing foundation configuration and the new pole. The adaptor base shall be bid as ITEM 7.
- 21.11.5 The poles to be supplied shall be constructed of aluminum alloy resistant to corrosion, especially, that caused exposure to road salt.
- 21.11.6 The poles shall include a GFCI dual outlet mounted on the pole at a height approximately two feet (2') below the top of the tapered shaft/tube. The GFCI outlet shall have an "In Use" cover with provision for two power cords plugged into the outlets. Preference in selection for award of the pole may be given to products offered with low profile and/or colors matching the black finish of the pole in order to minimize the obtrusiveness of the fixture.
- 21.11.7 The cast aluminum base shall include a door to access the wiring to the luminaire and power outlets on/in the pole. The door shall be secured with tamper-resistant stainless steel screws, and shall include a keeper chain.

- 21.11.8 **ITEM 7 – ADAPTOR BASE WITH DECORATIVE SKIRT.** In order to install the proposed poles, an adaptor base will be needed to interface the base of the Sternberg Virginia Series poles with existing foundations, as described in Section 21.11.4 above.
- 21.11.8.1 This item will all bolt, washer and nut hardware to attach the adaptor base to the new pole and to the existing foundation bolts
- 21.11.8.2 The item will include a decorative skirt of sufficient height to cover the base plate of the street light pole (supplied as Item 8 and Item 9) with foundation bolt/nut and the adaptor plate and coming to rest on the concrete foundation.
- 21.11.8.3 The decorative skirt shall be powder-coated black.

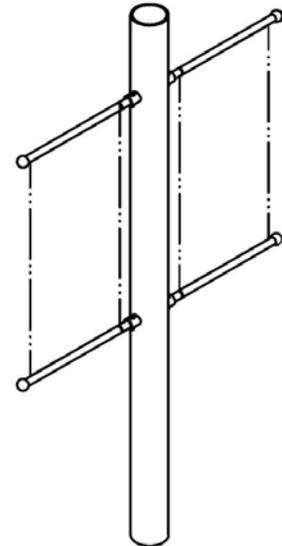
21.11.9 ITEM 8 - Dublin Historic District Style Pole, 10'

- 21.11.9.1 Pole supplied may be either a Sternberg Virginia Series (Model 3710T5.188/GFB-MH/BK), or approved equal as determined by the Dublin City Engineer.
- 21.11.9.2 The pedestal base portion of the pole shall have the appearance of the original Hadco Pole (Model 1791), as shown in Exhibit 1 on page 63.

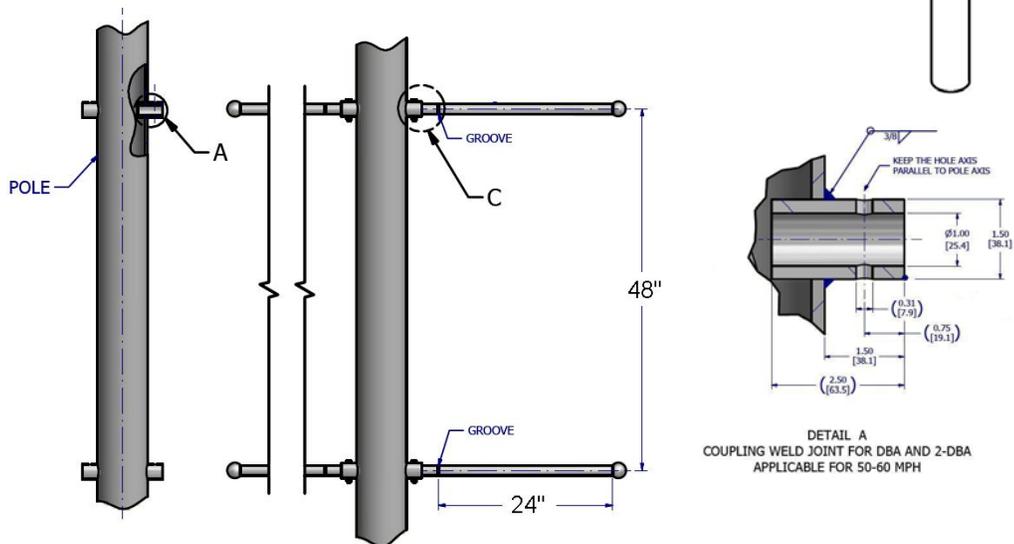
21.11.10 ITEM 9 - Dublin Historic District Street Light Pole, 12'

- 21.11.10.1 Pole supplied may be either a Sternberg Virginia Series (Model 3712T5.188/GFB-MH/BDDBA/BK), or approved equal as determined by the Dublin City Engineer.
- 21.11.10.2 The pedestal base portion of the pole shall have the appearance of the original Hadco Pole (Model 1791), as shown in Exhibit 1 on page 63.

21.11.10.3 These twelve-foot (12') poles shall include banner arms that hold banners twenty-four inches (24") wide by forty-eight inches (48") high from both sides of the pole oriented to the axis perpendicular to the roadway curb. See the following figure for the basic configuration of the installation of four (4) of the banner arms on a pole. The top arm is to be installed one foot (1') below the top of the pole



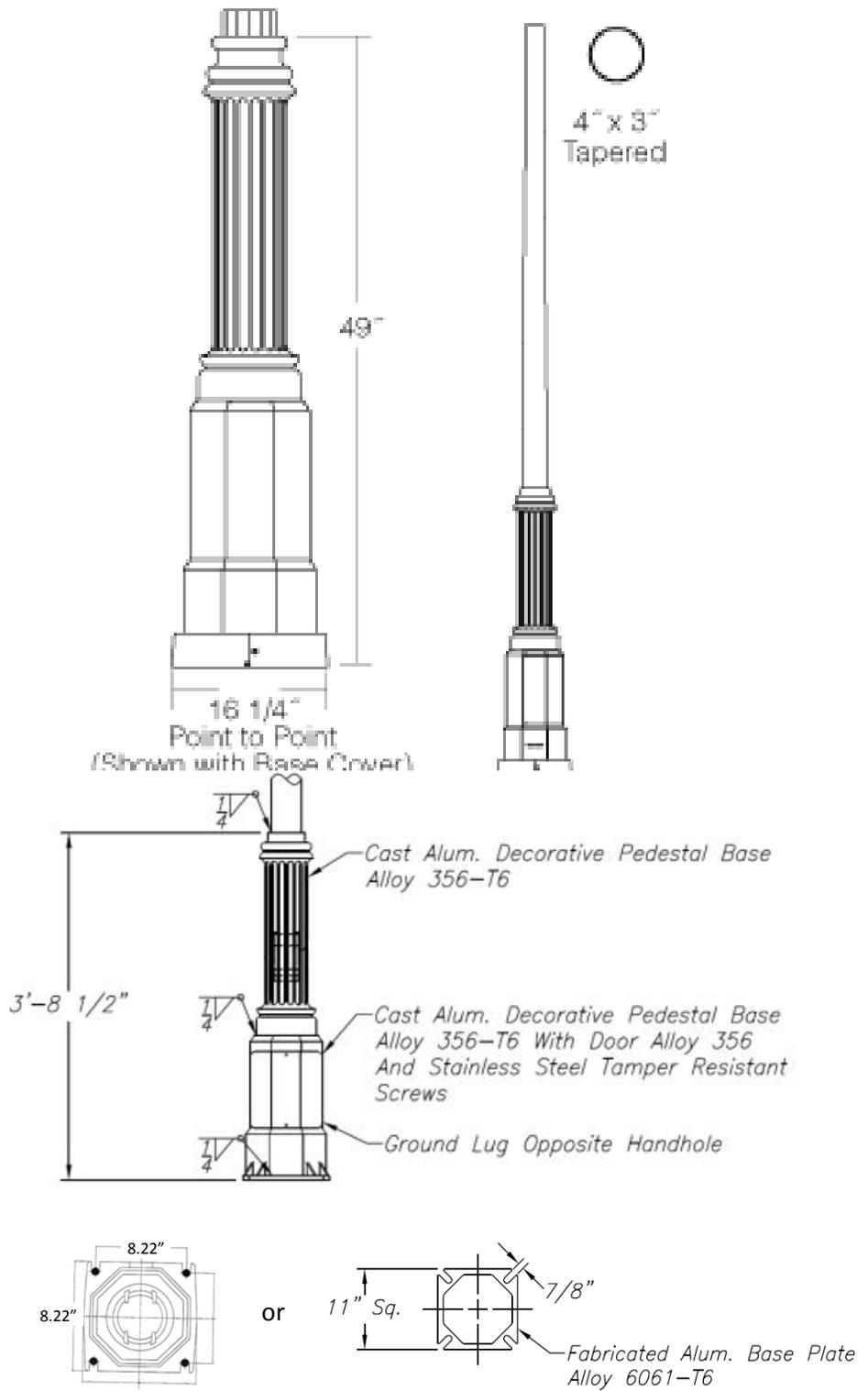
21.11.11 The arm shall be designed to be breakaway in order to prevent damage to the pole during winds in excess of fifty miles per hour (50 mph).



- 22.0 **PACKAGING, STORAGE, AND DELIVERY.** The supplier shall be responsible for proper packaging and safe delivery of all equipment and materials to the City. The bidder shall repair or replace any item or component damaged prior to acceptance by the City at no additional charge.
- 22.1 **PACKAGING:**
- 22.1.1 Provide luminaires and accessories in original cartons, protected from weather.
- 22.1.2 The supplier shall package and clearly label all luminaire units and pole accessories shipped secured to standard shipping pallets and protected by clear shrink-wrap material. All pallets shall be 48" wide by 48" deep. Loaded pallets shall neither exceed five hundred pounds (500 lbs.) gross weight nor forty-eight inches (48") total height, including pallet.
- 22.1.3 The supplier shall package poles to ensure that they are delivered free of structural damage and damage to the exterior finish.
- 22.2 **DELIVERY**
- 22.2.1 Deliver luminaires and components carefully to avoid breakage, bending and scoring finishes.
- 22.2.2 The supplier shall ensure that all items are protected from damage during shipping.
- 22.2.3 Each Bidder shall specify the number of days for delivery on the cost proposal page(s). Delivery time may be given consideration to determine contract award.
- 22.2.4 All items shall be delivered F.O.B. Destination, Freight Prepaid and Allowed to
City of Dublin, Ohio
Engineering Department
5800 Shier-Rings Road
Columbus, Ohio 43016
- 22.2.5 The Traffic Signal Engineer, Eagan L. Foster, shall be notified at (614) 410-4637 a minimum of 24 hours in advance of delivery. If Mr. Foster is not reachable at the above number, please contact Teresa Moore at (614) 410-4616. All deliveries shall be made Monday through Friday between 8:00 a.m. and 2:00 p.m. Late arrivals must unload the following day. No deliveries will be accepted on Saturday, Sunday, or City holidays.
- 22.2.5.1 Holidays observed by the City of Dublin (and their date of observance in 2014) are New Year's Day (January 1); Birthday of Martin Luther King, Jr. (January 20); Washington's Birthday (February 17); Memorial Day (May 26); Independence Day (July 4); Labor Day (September 1); Veterans Day (November 10); Thanksgiving Day (November 27); and Christmas Day (December 25).

22.3 **EXECUTION** – The supplier’s sole responsibility is to the safe and secure delivery of the specified new commodities in a timely fashion. Installation will be by City forces.

EXHIBIT 1
Existing Historic District Street Light Poles by HADCO



Item	Est. Qty.	Unit	Description	Proposed Item Manufacturer and Part Number	Delivery ARO	Bid Price
1	124	EA	HISTORIC DISTRICT LED LUMINAIRE – Sternberg Model# 1843LEDTF/4ARC45T3/OSFH C/ML/CSA/BK			
2	20	EA	HISTORIC DISTRICT LED LUMINAIRE – Sternberg Model# 1843LEDTF/4ARC45T5/OSFH C/ML/CSA/BK			
3	12	EA	HISTORIC DISTRICT LED LUMINAIRE – Sternberg Model# 1843LEDTF/6A1RC45T3/OSFH C/ML/CSA/BK			
4	24	EA	Post Mount Twin Bracket Arm – Sternberg Model# 2-6236PT/BCC/BK			
5	138	EA	Holiday Decoration Faceplate			
6	115	EA	Decorative Ladder Rest			
7	120	EA	Adaptor Base with Decorative Skirt			
8	89	EA	Historic District Street Light Pole, 10' - Sternberg Virginia Series (Model# 3710T5.188/GFBGFI-LPIUC/BK			
9	31	EA	Historic District Street Light Pole, 12' - Sternberg Virginia Series (Model# 3712T5.188/GFBGFI-LPIUC/BDBA/BK			

END OF SPECIFICATIONS