



INVITATION FOR BID (IFB)

CITY HALL LIGHTING RETROFIT

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A. Summary of Invitation for Bid

This bid is for a project to upgrade the complete facility to comply with the lighting provisions of the 2009 International Energy Conservation Code (IECC). The project, as designed, has been reviewed and approved for an energy rebate by NorthWestern Energy. The City's acquisition of the utility rebate depends on the strict compliance with the material purchase and installation specifications contained within this request for proposals. The bid will include labor, permits, and all materials. Hours of operation for work will be between 6:30 am and 5:00 pm Monday through Friday. **A mandatory walk-through of the premises is scheduled for Friday, May 24, 2013 at 11:00 am.** Meet at the 1st Floor Lobby near Administration at City Hall at 210 North 27th St in downtown Billings. Contractor must have a valid City of Billings Business License.

The successful bidder agrees to provide the City of Billings with an acceptable quality of service, performance and workmanship as determined by the City of Billings. **Pricing should include all cost of all necessary permits, materials, and labor to complete the work. This will include the cost of the performance bond.**

Contractor must be available to begin work immediately upon award of Bid and completion of a Contract. The pricing should include a complete installation and warranted to be fully operational upon completion.

It is the purpose of this bid to obtain the best quality of installation and service at the most favorable price to the City of Billings. Consideration will be given for the level of service offered and ability to meet stated specifications as outlined in the contract documents.

The lowest bid need not be accepted if it is documented that a specific supplier in the past has been a poor performer or has provided poor goods. The bidder will be selected based upon their skill sets, ability and integrity to fulfill the contract obligations.



B. Instructions to Bidders

Sealed bids entitled **CITY HALL LIGHTING RETROFIT** for the City of Billings, Facilities Management Department, Billings, Montana, must be sent and addressed to the City Clerk of Billings, Montana, at the office of the City Clerk, 210 N. 27th Street, Billings, Montana 59101, up until **2:00 PM on Tuesday, May 28, 2013**.

More specific additional information regarding this project may be obtained by contacting Saree Couture, Facilities Manager, at phone number 406-861-8100 or 406-237-6294 at 4848 Midland Rd, Billings, MT 59101 or email coutures@ci.billings.mt.us or Dave Houser, PE, NCAT, at phone number 406-490-2229 or email daveh@ncat.org.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of Billings, Montana, in the amount not less than ten percent (10%) of the total amount of the bid. The bid security will be retained by the City Clerk until the successful bidder enters into a contract with the City of Billings. If no contract is entered into, by the successful bidder, within sixty (60) days the bond will be forfeited to the City of Billings.

Successful bidder will be required to furnish an approved **Performance Bond** in the amount of one hundred percent (100%) of the contract amount. There will be no liquidated damages included on this project.

No bids may be withdrawn after the scheduled time for the **public opening of bids**, which is 2:00 PM on Tuesday, May 28, 2013 at City Hall, 201 N. 27th Street in the 1st floor Conference Room.

The right is reserved to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept that bid which is in the best interests of the City of Billings, Montana.

The City of Billings is an Equal Opportunity Employer.

EXAMINATION OF DOCUMENTS

Before submitting a bid, the bidder shall:

- a. Carefully examine the Bid Documents and specifications as well as all the attached drawings;
- b. Fully inform themselves of the existing conditions and limitations;
- c. Include with the bid sufficient information to cover all items required in the specifications.

BID COMPLIANCE

It shall be the responsibility of the bidder to see that all bids are sealed and submitted to



the office of the City Clerk at City Hall, 210 North 27th Street, Billings, Montana 59101 (P.O. Box 1178, Billings, MT 59103), before 2:00 PM on Tuesday, April 9, 2013.

BID MODIFICATIONS

Bids shall be made on the forms provided herein; they shall not contain any recapitulation of the work to be done. Modifications, additions or changes to the terms and conditions of this Invitation for Bid may be cause for rejection of the bid. Bids submitted on other forms may be rejected. No oral, telephone, email, fax or telegraphic bids or modifications will be considered.

CERTIFICATION OF ALTERATION OR ERASURE

A bid shall be rejected should it contain any material alteration or erasure, unless, before the bid is submitted, each such alteration or erasure has been initialed in INK by the authorized agent signing the bid.

INTERPRETATION PRIORITY

Should a bidder find discrepancies in, or omissions from, the specifications, or be in doubt as to their meaning, bidder shall notify Saree Couture, Facilities Manager at 406-861-8100 or 406-237-6294 or email coutures@ci.billings.mt.us, which will send written instructions or addenda to all bidders. The City will not be responsible for oral interpretation. All addenda issued prior to bid opening shall be incorporated into and become a portion and part of the contract/agreement upon award. Questions received less than ninety-six (96) hours before the bid opening cannot be answered.

SIGNATURE

All bids shall be typewritten or prepared in ink and must be signed in longhand by the bidder or bidder's agent or designee, with his/her usual signature. A bid submitted by a partnership must be signed with the partnership name to be followed by the signature and designation of the partner signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Bids submitted by a proprietorship must be signed by the owner; the name of each person signing shall be typed or printed legibly below the signature.

WITHDRAWAL OF BIDS

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until the award of the contract is delayed for a period exceeding sixty (60) days.

BID PRICE VALID

Bidders must honor their bid price for sixty (60) days from the date of sealed bid opening.



CERTIFICATION

The bidder certifies that the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. The bidder further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

INSURANCE

The bidder certifies that they can provide a statement and meet the City of Billings insurance requirements of:

- 1. Workers' compensation and employer's liability coverage as required by Montana law.**
- 2. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.**
- 3. Commercial automobile liability -- \$1,500,000 per accident.**

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the CITY prior to cancellation.

The CITY shall be listed as an additional insured on all policies except Worker's Compensation Policies. In addition, all policies except Worker's Compensation shall contain a waiver of subrogation against Billings.

EVIDENCE OF QUALIFICATION

Upon request of the City of Billings, a bidder whose bid is under consideration for award may be required to manifest satisfactory evidence of his financial resources, experience, the organization and equipment as well as service provisions bidder has available or will make available. In determining the lowest responsible bidder, in addition to price, the following considerations may be addressed:

- (a) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- (b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (c) Whether the bidder can perform the contract within time specified.
- (d) The quality of performance of previous contracts, agreements and/or performance.
- (e) Previous and/or existing compliance by the bidder with laws relating to the contract or services.
- (f) Such other information which may be secured having a bearing on the decision to award the contract.



CONTRACTORS' GROSS RECEIPTS TAX

The bidder understands that all contractors or subcontractors working on a publicly funded construction project at this amount are required to pay or have withheld from earnings one percent (1%) of the gross contract price on this project since the dollar amount applies. Upon submitting invoices for payment, the City of Billings will forward 1% to the State of Montana and will pay 99% of Invoice to the Contractor.

PREVAILING WAGE RATES

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.



The nature of the work performed or services provided under this contract meets the statutory definition of a “public works contract” under section 18-2-401(11)(a), MCA, and falls under the category of **Building Construction** Services. The booklet containing **Montana’s 2013 Rates for Building Construction** shall be attached to the Contract entered into with the successful Bidder and may also be found at the following location: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-information/current-prevailing-wage-rates.html>

C. Contract Requirements and Specifications

The project consists of the upgrade of the complete facility to comply with the lighting provisions of the 2009 International Energy Conservation Code (IECC). The project, as designed, has been reviewed and approved for an energy rebate by NorthWestern Energy. The City’s acquisition of the utility rebate depends on the strict compliance with the material purchase and installation specifications contained within this request for proposals.



D. PRICING – BID FORM (TO BE SUBMITTED IN SEALED BID)

Pricing for CITY HALL LIGHTING RETROFIT

Please bid net prices at which you will agree to furnish required goods and services.

TOTAL BID PRICE – to complete specified project:

_____ Dollars
Written amount

and _____ cents, or (\$ _____)
Amount in numbers

Addenda acknowledged: _____ (note Addendum #'s)

Name of Alternate Fixture(s) included in Bid:(if not pre-approved, attach cut sheet and other information specified to Bid Form): _____

Name/Address of Lamp Disposal Contractor and Disposal Method:

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____



E. Standard Terms and Conditions

In case of default by the successful bidder or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to bidders establish a standard of quality desired by the City of Billings. Any bidder may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.

The contractor warrants all articles supplied under this contract to conform to specifications, herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

In the event the City is entitled to a prompt payment or cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment of payment is necessary, the discount period shall commence on the date final approval for payment is authorized.

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City will reserve the right to cancel and terminate their contract forthwith upon giving 30 days written notice to the contractor. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner



arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, bidder is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the bid or termination of contract.

The successful bidder may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination.

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

The contractor may not assign or subcontract the agreement, or the right to receive reasonable performance of any act called for by the contract, shall be deemed waived by a waiver by City of a breach thereof as to any particular transaction or occurrence.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.



F. Conditions and Non-Collusion Agreement (To be submitted with Sealed Bid)

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the product/services specified at the prices stated herein. We additionally agree to deliver the products/services to the location and by the date set forth herein, if applicable.

In signing this bid, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

Legal Name of Firm/Corporation

Authorized Signature

Address

Printed Name

City/State/Zip

Title

Date

Telephone Number



ATTACHMENT A
BID SPECIFICATIONS
DRAWINGS – NCAT, E1-E6



CITY HALL LIGHTING RETROFIT **BID SPECIFICATIONS**

PART 1 GENERAL

SECTION INCLUDES

- 1.1 PROJECT SCOPE OF WORK
- 1.2 CONTRACTOR'S USE OF PREMISES
- 1.3 APPLICABLE CODES
- 1.4 USE OF FACILITIES
- 1.5 PARKING
- 1.6 FIRE PREVENTION FACILITIES
- 1.7 SAFETY
- 1.8 PRODUCTS
- 1.9 DELIVERY, HANDLING, STORAGE, AND PROTECTION
- 1.10 PRODUCT OPTIONS
- 1.11 ALTERNATES
- 1.12 FINAL CLEANING
- 1.13 PROJECT RECORD DOCUMENTS
- 1.14 OPERATION AND MAINTENANCE DATA
- 1.15 SPARE PARTS AND MAINTENANCE MATERIALS
- 1.16 WARRANTIES
- 1.17 LIST OF REQUIRED CONTRACTOR SUBMITTALS

1.1 PROJECT SCOPE OF WORK

- A. This lighting retrofit project will upgrade the complete facility to comply with the lighting provisions of the 2009 International Energy Conservation Code (IECC). The project, as designed, has been reviewed and approved for an energy rebate by NorthWestern Energy. The City's acquisition of the utility rebate depends on the strict compliance with the material purchase and installation specifications contained within this Invitation for Bids. The Contractor shall be responsible for providing all labor and materials necessary for a complete and operable installation in compliance with the 2009 IECC and the enclosed drawings and specifications.
- B. The Contractor shall also provide and install all new light fixtures, lighting controls, relays, and equipment as per the material specifications, manufacturers' recommendations, and all applicable codes.
- C. Drawings provide approximate locations and quantity of light fixtures and sensors. The Contractor shall field verify the exact location and wiring circuits for operable control of all ambient lighting within each area unless otherwise specified or directed by owner for emergency/night lighting. All lights wired to circuits on Generator Back-up will remain on those circuits.
- D. All existing light fixtures being re-lamped shall be thoroughly cleaned by the Contractor during the re-lamping process. The Contractor shall inspect existing fixture components such as wire, sockets and lens for damage. Upon completion of re-lamping, the Contractor shall test the fixture to verify that it is working appropriately and safely. The Contractor shall report any problems found to the Project Representative for the City of Billings and flag the fixture. The City's Representative will then decide whether they will



have their Maintenance Staff repair or replace the appropriate components or fixture or write a change order to the bid contract.

- E. The Contractor shall be responsible for the removal and proper disposal of all fluorescent / mercury lamps designated for removal or retrofit. The Contractor shall enter into an agreement with an approved mercury lamp disposal company that will provide approved containers, materials required for labeling, transportation, and recycling or incineration, in accordance with EPA requirements, and a copy of the manifest.

1.2 CONTRACTOR'S USE OF PREMISES

A. Limit use of premises to allow:

- 1. Owner occupancy.
- 2. Use of premises by public.

B. Site/Premises usage rules and regulations

- 1. Contractor is to observe Security Requirements of the City sites during the construction process.
- 2. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas in which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction
- 3. Keep existing driveways, entrances and hallways serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials.
- 4. Do not unreasonably encumber the site with materials and equipment. Confine stockpiling of materials to areas designated by the Owner. If additional storage is necessary, obtain and pay for such storage offsite.
- 5. The Contractor shall take any and all precautions necessary to protect the existing premises and surrounding areas from damage.

C. Existing Premises Condition:

- 1. Any damage to the existing premises which is found after/during construction and is not documented via photographs will be the responsibility of the Contractor to repair or replace to match the original conditions at no additional cost to the Owner.

D. Contractor Work Hours:

- 1. The Contractor shall conduct his work during normal working hours, 8:00 a.m. to 5:00 p.m., or as otherwise approved by Owner, pending coordination and maintaining security. The Contractor is not restricted from working after-normal hours or on weekends, if he so desires and if he obtains Owner/Project Manager permission. Any additional overtime cost for such work is to be included in the Contractor's Bid Proposal and will not be grounds for a Change Order.
- 2. All work must be coordinated with the Owner at all times, and the Owner must be informed about any work scheduling 48 hours in advance of work being conducted and shall require the Owner's approval.

E. Site Rules and Regulations:

- 1. Watch for and be careful of all pedestrians adjacent to work areas. Erect appropriate barricades to keep pedestrians and auto traffic out of work areas.
- 2. The Owner will not be responsible for the theft or damage of any item.
- 3. Do not leave ladders standing unattended; contain within work site.
- 4. Do not leave work areas in a hazardous fashion during non-working hours.
- 5. Temporary or mobile storage facilities of the Contractor are to be secured in a manner to prevent access by others.



F. Cleanup

1. Each Contractor/Subcontractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by construction activities. The work site shall be cleaned at the end of each working day. All loose materials and tools shall be picked and stored at the end of each working day. Do not use the Owner's dumpster for disposal of debris.
2. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly fashion.
3. Equipment cartons shall be removed from the site by the trade furnishing the equipment.
4. The Contractor and each Subcontractor shall be responsible for removal of stains, spots, marks, and dirt pertinent to the construction.
5. If the Contractors fail to clean up or if a dispute arises as to the responsibility for cleaning up, the Owner shall clean up and charge the cost to the Contractors. Failure to clean up shall be just grounds for the Owner to withhold payment to the Contractors until clean up is complete to the satisfaction of the Owner and the Project Manager.

G. Recycling/Proper Disposal

1. **The Contractor shall be responsible for the removal and proper disposal of all fluorescent / mercury lamps designated for removal or retrofit.** The Contractor shall enter into an agreement with an approved mercury lamp disposal company that will provide approved containers, materials required for labeling, transportation, and recycling or incineration, in accordance with EPA requirements, and a copy of the manifest. The City of Billings agrees to sign manifests of ownership for all mercury lamps removed from the Project Site(s).

1.3 APPLICABLE CODES

- A. Version listed below, or latest adopted version at date of Bid Opening.
 - a. 2008 National Electrical Code (NEC), NFPA 70®
 - b. The Uniform Building Code (UBC)
 - c. 2009 International Energy Conservation Code (IECC)

1.4 USE OF FACILITIES

- A. Existing restroom facilities within the building may be used by Contractor during work hours.
- B. Workmen shall not leave the Owner's facility in a dirty or unsanitary condition. The Owner reserves the right to charge the Contractor for additional cleaning of the Owner's facilities if they are left in a dirty or unsanitary condition.

1.5 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel. Coordinate with the Owner for use of Owner parking lots in the immediate area.

1.6 FIRE PREVENTION FACILITIES

- A. Smoking is prohibited on the Owner's premises – outdoors use only designated smoking areas.
- B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.



1. Portable Fire Extinguishers: NFPA 10, capacity and rating suitable for materials being stored and used to perform Work. Provide minimum one fire extinguisher in each Work location using heat-producing equipment.

1.7 SAFETY

- A. All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
- B. Comply with Federal, State, Local, and Owner fire and safety requirements.
- C. Advise the Owner whenever work is expected to be hazardous to the Owner's employees, public, etc.
- D. Maintain fire extinguisher within easy access where power tools and torches are being used.
- E. Erect barricades for any overhead operations which could endanger occupants. Barricades shall protect occupants from such operations.

1.8 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying, and erection of the Work. Products may also include existing materials or components specifically identified for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- C. Provide interchangeable components of same manufacture for components being replaced.

1.9 DELIVERY, HANDLING, STORAGE, AND PROTECTION

- A. Deliver, handle, store, and protect Products in accordance with manufacturer's instructions.
- B. Onsite Staging and Storage Area: Coordinate with the Owner to establish an onsite storage and staging area for the Contractor's use. Such space will be made available to the Contractor. If additional storage is required, obtain and pay for such storage offsite.
- C. The Contractor is responsible for protection of materials from inclement weather. Any such damaged material shall not be allowed for construction and shall be rejected. Replacement of such materials shall be done at no extra cost to the Owner.
- D. Delivery of Materials:
 1. Deliver materials to jobsite in same condition as received from the Material Vendor.
 2. Deliver materials in sufficient quantity to allow continuity of Work. Coordinate delivery with the Material Vendor's representative from warehouse.
- E. Material Handling:
 1. Do not bend, tear, shatter, puncture, or cause other damage during handling and installation.
 2. Do not operate or place material handling equipment in locations that will hinder the smooth flow of traffic.

1.10 PRODUCT OPTIONS

- A. Products Specified by Naming One or More Manufacturers: Three Products are Specified for the four foot, T8, 25 watt lamps. One Product is Specified per occupancy sensor. No options or substitutions allowed for these Products.



- B. "OR EQUAL" Specifications: it shall be the responsibility of the Contractor to provide data or other proof that products substituted under the "or equal" provisions of the product specifications are, in fact, of equal quality, appearance, and function. Material or equipment with a "prior approved equal" status must have any substitutions approved by the Representative prior to bid opening.

1.11 ALTERNATES

- A. Instructions to Bidders specify time for submitting requests for Alternates during bidding period to requirements specified in this section. Such Alternates to comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed Alternate with Contract Documents.
- C. Submit three (3) copies of request for Alternates for consideration or may be submitted electronically. Limit each request to one proposed Alternate.

1.12 FINAL CLEANING

- A. Execute final cleaning prior to final inspections.
- B. Clean construction debris from all areas.
- C. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.13 PROJECT RECORD DOCUMENTS

- A. Maintain on site one (1) set of Contract Documents to be utilized for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: legibly mark and record at each Product section description of actual Products installed.
- D. Record Documents and Shop Drawings: legibly mark each item to record actual construction.
- E. Submit documents to Representative with claim for final Application for Payment.

1.14 OPERATION AND MAINTENANCE DATA

- A. Submit two (2) hard copies to the owner of all operation and maintenance data of all installed Products.

1.15 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Submit two (2) hard copies to the owner of all operation and maintenance data of all installed spare parts and maintenance Products.

1.16 WARRANTIES

- A. Provide one (1) copy, notarized if required by Manufacturer. Submit Warranties prior to application for Final Payment.
- B. Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers.
- C. The successful Bidder will agree to provide a one-year unconditional guarantee covering the workmanship from the date of final Acceptance. The one-year guarantee shall be delivered to the Owner prior to the release of Final Payment.
- D. The Contractor shall, at his expense, during the guarantee period, make any repairs necessary as a result of defects in performance of the workmanship, or modifications and adjustments to Occupancy Sensor time delay and sensitivity necessary for acceptable operation as requested by Owner.



- E. For the purpose of this Guarantee, damage from unusual natural phenomena is not intended to be included.

1.17 LIST OF REQUIRED CONTRACTOR SUBMITTALS

- A. The Contractor shall provide submittals for all Products installed to the Owner.

END OF SECTION

PART 2 MATERIALS

SECTION INCLUDES

- 2.1 MATERIAL SPECIFICATIONS
- 2.2 LIGHT FIXTURES
- 2.3 EXISTING T8 FIXTURES TO BE RELAMPED
- 2.4 EXISTING T8 FIXTURES TO BE DE-LAMPED
- 2.5 EXISTING T12 FIXTURES TO BE RETROFITTED
- 2.6 COMPACT FLUORESCENT LAMPS
- 2.7 OCCUPANCY SENSOR CONTROLS

2.1 MATERIAL SPECIFICATIONS

- A. The Contractor is expected to supply and include in the bid(s) all materials as required to complete the Work, including, but not limited to, fixtures, lamps, junction boxes, conduit, wire, and miscellaneous hardware. Contractor shall be responsible for mounting and connecting light fixtures and controls in a neat, clean and professional manner.
 - The Contractor is required to bid on providing all of the specified materials and labor. Alternate bids, "OR EQUAL" specifications, for equivalent light fixtures identified in section 2.2 LIGHT FIXTURES will be evaluated for acceptance. When submitting alternate materials, the Contractor shall provide material specifications / cut sheets to Owner for review. The alternate fixture must meet the following:
 - Steel housing is at least 22 gauge.
 - Electronic Programmed Start ballast.
 - Manufacturer(s) is/are highly reputable, financially stable and in business at least 10 years and able to warranty fixture.
 - Minimum of one year warranty on fixture(s) with a standard ballast & lamp warranty.
 - Considered equivalent to the specified fixture in value/class.
- B. All new fluorescent light fixtures shall be provided by the Contractor and shall be equipped with Programmed Start Ballasts and the specified lamps.
- C. **If you want pre-approval on your alternate fixture(s), you must submit those in advance by May 23rd to City's Representative, Saree Couture, and notice of approval or disapproval will be given to later than May 24th if all specified information is included.**

2.2 LIGHT FIXTURES

- A. **New 2 Lamp Fixtures #CN2** - All fluorescent fixtures designated (CN2) on the bid drawing numbered E6 shall be new 2 lamp surface mounted T8 fixtures as specified below. The Contractor shall field verify the exact quantity and provide all labor and materials necessary for a complete installation. New fixtures shall be OW-N-2-32-UNV-



1/2-EB10R – Model fixtures as manufactured by Day-Brite Lighting of Tupelo, MS. All fixtures shall be lamped with any of the following specified lamps. Lamp quantity is included in the Lamp Specification (2.3).

1. F32T8/25W/SPX41/ECO lamps as manufactured by General Electric (GE).
2. F32T8/ADV841/XEW/ALTO 25W lamps as manufactured by Philips Lighting Co.
3. FO32/25W/841/XP/SS/ECO3 lamps as manufactured by Sylvania.

Fixture Quantity = 3

- B. **New 4 Lamp Tandem T8 Fixture #A4** – Fluorescent fixtures designated (A4) on the bid drawings numbered E3 & E5 shall be a Low Bay Industrial Strip new 4 lamp Tandem T8 fixture as specified below. The Contractor shall field verify the exact quantity and provide all labor and materials necessary for a complete installation. The new fixtures shall be TT-2-32-UNV-1/4-EB10R / (2)TSR-4 (TSR Symmetrical Steel Reflector) - Model fixtures as manufactured by Day-Brite Lighting of Tupelo, MS. All fixtures shall be lamped with any of the following specified lamps. Lamp quantity is included in the Lamp Specification (2.3).

1. F32T8/25W/SPX41/ECO lamps as manufactured by General Electric (GE).
2. F32T8/ADV841/XEW/ALTO 25W lamps as manufactured by Philips Lighting Co.
3. FO32/25W/841/XP/SS/ECO3 lamps as manufactured by Sylvania.

Chain Hung Fixture Quantity = 1

Surface Mount Fixture Quantity = 6

- C. **Exit Light Fixture #X1 Noted #6** – All existing Exit Lighting designated (X1) and identified with Note (#6) light fixtures shall be Galaxy Slim Die-Cast aluminum slim profile LED Exit Signs as manufactured by Lightalarms. Model shall be single or double faced TXE/Self Powered Series, (B) Black backplate, (R) Red legend color, (A) Brushed aluminum faceplate. The Contractor shall field verify the exact quantity and identify the appropriate number of single and double face signs. The new exit signs shall be installed in the appropriate existing locations and mounted as wall or ceiling hung. The Contractor shall provide all labor and materials necessary for a complete installation. All fixtures shall be a solid mount fastened securely to the building structure.

Note: Existing Exit Signs designated (X1) and identified with Note (#5) will remain and are not part of this bid.

Fixture Quantity = 33

2.3 EXISTING T8 FIXTURES TO BE RELAMPED

- A. **Existing T8 Linear Fixtures** – All existing light fixtures identified on the bid drawings as C1, A1e, W1e, A2, A2e, C2, R2, R2e, W2, R3, R3e, C4, C4e, P4, R4, R4e, W4, and R6e shall be re-lamped by the Contractor with any of the following specified lamps. All existing light fixtures being re-lamped shall be thoroughly cleaned by the Contractor during the re-lamping process. The Contractor shall inspect existing fixture components such as wire, sockets and lens for damage. Upon completion of re-lamping, the Contractor shall test the fixture to verify that it is working appropriately and safely.

1. F32T8/25W/SPX41/ECO lamps as manufactured by General Electric (GE).
2. F32T8/ADV841/XEW/ALTO 25W lamps as manufactured by Philips Lighting Co.
3. FO32/25W/841/XP/SS/ECO3 lamps as manufactured by Sylvania.



Total Lamp Quantity = 2,100

- B. **Existing T8 U-Tube Fixtures** – All existing U-Tube light fixtures, identified on the bid drawings as U2e, shall be re-lamped by the Contractor with either of the following specified lamps. All existing light fixtures being re-lamped shall be thoroughly cleaned by the Contractor during the re-lamping process. The Contractor shall inspect existing fixture components such as wire, sockets and lens for damage. Upon completion of re-lamping, the Contractor shall test the fixture to verify that it is working appropriately and safely.

1. FB32T8/ADV/6/XEW/ALTO lamps as manufactured by Philips Lighting Company.
2. FBO25/841XP/SS/6/ECO lamps as manufactured by Sylvania.

Total Lamp Quantity = 65

2.4 EXISTING T8 FIXTURES TO BE DE-LAMPED

- A. **Existing T8 Fixtures #R2** – Existing T8 4-lamp light fixtures identified (R2) on the project drawings shall be de-lamped to 2-lamp fixtures during the re-lamping process. The Contractor shall field verify the exact quantity and provide all labor and materials necessary for a complete installation. All fixtures shall be re-lamped with any of the following specified lamps. Lamp quantity is included in the Lamp Specification (2.3).
1. F32T8/25W/SPX41/ECO lamps as manufactured by General Electric (GE).
 2. F32T8/ADV841/XEW/ALTO 25W lamps as manufactured by Philips Lighting Co.
 3. FO32/25W/841/XP/SS/ECO3 lamps as manufactured by Sylvania.

Fixture Quantity to be de-lamped = 21

2.5 EXISTING T12 FIXTURES TO BE RETROFITTED

- A. **Existing T12 Fixtures #A1e & #A2** – The existing T12 fixtures identified on the bid drawings as (A1e) & (A2) shall be retrofitted with new T8 Electronic Programmed start ballasts. Model 96714 – GE232-MVPS-N Electronic Program / Rapid Start Ballast as manufactured by General Electric or owner approved equivalent. All fixtures shall be lamped with any of the following specified lamps. Lamp quantity is included in the Lamp Specification (2.3).
1. F32T8/25W/SPX41/ECO lamps as manufactured by General Electric (GE).
 2. F32T8/ADV841/XEW/ALTO 25W lamps as manufactured by Philips Lighting Co.
 3. FO32/25W/841/XP/SS/ECO3 lamps as manufactured by Sylvania.

Quantity of 1-lamp fixtures = 2

Quantity of 2-lamp fixtures = 1

2.6 COMPACT FLUORESCENT LAMPS

- A. Screw-in Compact Fluorescent Lamps (CFLs) must bear the ENERGY STAR label and meet the ENERGY STAR specifications for energy efficiency. All CFLs shall be sized with equivalent lumen output to the existing incandescent lamp as specified by the "Light Output Equivalency" table shown below and recommended by the US Department of Energy. The Contractor shall supply and install the appropriate number of lamps in each



area within the facility. The Contractor shall also field verify if any existing incandescent bulbs are currently on a dimming circuit, he/she will install an approved Dimmable Compact Fluorescent Lamp as the replacement.

LIGHT OUTPUT EQUIVALENCY		
To determine which ENERGY STAR qualified light bulbs will provide the same amount of light as your current incandescent light bulbs, consult the following chart:		
INCANDESCENT LIGHT BULBS	MINIMUM LIGHT OUTPUT	COMMON ENERGY STAR QUALIFIED LIGHT BULBS
WATTS	LUMENS	WATTS
40	450	9-13
60	800	13-15
75	1,100	18-25
100	1,600	23-30
150	2,600	30-52

- **Standard Bulb Quantity** = 36
- **Flood Lamp Quantity** = 10

2.7 OCCUPANCY SENSOR CONTROLS

A. DAY LIGHTING CONTROL NOTE:

1. The Contractor shall take special note that, as shown on the attached project drawings, approximately 16 work areas are designated with a dashed day lighting zone. These zones will require separate manual switching to be added to control all light fixtures within the zone for manual on/off capabilities. The installed manual switches shall override the occupancy controlled fixtures in the same zone. All lighting controls shall be installed in accordance to the manufacturer's recommendations. The Contractor shall field verify the work required and include in his/her bid price all labor and materials necessary for a complete and functional installation.

B. OCCUPANCY SENSOR NOTES

1. The Contractor shall provide and install all occupancy sensor lighting controls as shown on the Project Drawings and as identified in the 2.7 Occupancy Sensor Controls specifications. As specified, some areas will require additional wiring to controls and existing fixtures in order to create a dual control system for day lighting capabilities. All lighting controls shall be installed in accordance to the manufacturer's recommendations. The Contractor shall field verify the work required and include in his/her bid price all labor and materials necessary for a complete and functional installation.



2. Time parameters on all occupancy sensors shall be preset to a 15 minute time delay and reviewed with Owner upon final installation.
- C. **Office Sensors #P1** – Office Occupancy Sensor Controls designated #P1 shall be a line voltage wall switch of Infrared Technology replacing the existing standard single wall switch, and shall be equipped with a matching cover plate. The range, sensitivity, and time-delay settings shall be adjusted to function in the installed space and the sensor shall have been tested to NEMA guide publication WD 7-2000. Sensors shall be model PW-100-I, 120/277 VAC, as manufactured by Wattstopper of Santa Clara, CA. The Contractor shall field verify the exact quantity and provide all labor and materials necessary for a complete installation. All sensors shall be installed and tested in accordance with the manufacturer's recommendations.

Sensor Quantity #P1 = 102

- D. **Office Sensors #P2** - Office Occupancy Sensor Controls designated #P2 shall be a line voltage wall switch of Infrared Technology replacing the existing standard double wall switch, and shall be equipped with a matching cover plate. The range, sensitivity, and time-delay settings shall be adjusted to function in the installed space and the sensor shall have been tested to NEMA guide publication WD 7-2000. Sensors shall be model PW-200-I, 120/277 VAC, as manufactured by Wattstopper of Santa Clara, CA. The Contractor shall field verify the exact quantity and provide all labor and materials necessary for a complete installation. All sensors shall be installed and tested in accordance with the manufacturer's recommendations.

Sensor Quantity #P2 = 13

- E. **Open Office Sensors #D1** – Open Office Area Sensor Controls designated #D1 shall be Dual Technology Ceiling Sensors consisting of Ultrasonic and Infrared technology. Sensors are to be ceiling-mounted with a range of approximately 20 feet in all directions, controlling the lighting within the range. The range, sensitivity, and time-delay settings shall be adjusted to function in the installed space and the sensor shall have been tested to NEMA guide publication WD 7-2000. Sensors shall be model DT-300 Ceiling Sensor, with a BZ-50 Power Pack, as manufactured by Wattstopper of Santa Clara, CA. All sensors shall be installed and tested in accordance with the manufacturer's recommendations.

Sensor Quantity #D1 = 75

END OF SECTION

PART 3 DRAWINGS

- A. Drawings E1, E2, E3, E4, E5 and E6 are attached to these specifications and are a part of the Bid Documents.

END OF SECTION