



## CITY of NOVI CITY COUNCIL

Agenda Item E  
April 22, 2013

**SUBJECT:** Approval to award contract for fabrication and delivery of mast arms and poles to Farr and Faron Associates, the low bidder, in the amount of \$28,485 as part of the Novi Road/Old Novi Road/Sandstone Drive Signal Replacement Project.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>RTH</sup> <sub>BTC</sub>

**CITY MANAGER APPROVAL:** 

EXPENDITURE REQUIRED	\$ 28,485
AMOUNT BUDGETED	\$ 230,734
LINE ITEM NUMBER	202-202.00-865.115

### BACKGROUND INFORMATION:

The traffic signal at the intersection of Novi Road and Old Novi Road/Sandstone Drive was irreparably damaged by a vehicular crash on January 1, 2013. The crash caused major damage to the signal's electrical equipment (control panel, traffic detection system, communications, signals, etc.) requiring a complete replacement of the signal. The traffic signal is owned by the City, but is maintained by the Road Commission for Oakland County (RCOC) under a maintenance agreement. A temporary traffic signal was installed by RCOC to maintain the safe movement of traffic at the intersection, which is located on a curve with limited sight distance (location map, attached). The temporary signal was installed as a short-term solution for this intersection using salvaged equipment and should be replaced in a timely manner. Additionally, the temporary signal is unable to communicate with the Oakland County Traffic Operations Center, does not have push button controls for pedestrians, and does not include left turn phases for Novi Road; therefore, the operation of the temporary signal is not optimized.

The design for the new signal was awarded to URS Corporation at the February 11, 2013 City Council Meeting. The reconstruction of the signal provides an opportunity to upgrade the signal with the installation of mast arm signal poles at this intersection because Novi Road is one of the three corridors in the City designated for mast arm traffic signals. (Grand River Avenue and 12 Mile Road are the other two). There is a long lead time to procure the mast arms; therefore staff has worked with URS to publicly advertise mast arms in advance of awarding the construction contract to expedite the installation of the permanent signal.

Two bids were received and opened on April 9, 2013 following a public bid solicitation period. The lowest bidder is Farr and Faron Associates (FFA). FFA's bid is recommended as being in the best interest of the City as it is responsive (i.e., FFA has complied with all requirements of the bidding instructions) and it is the lowest price. (URS' award recommendation letter including the bid tabulation dated April 12, 2013 is attached.) A summary of the two bids is as follows:

Bidder	Total Bid Price
Farr and Faron Associates	\$28,485
Carrier and Gable	\$43,639

The traffic crash and the irreparable damage to the signal necessitated reconstruction of the signal, which requires that the signal be improved to meet current standards such as the flashing yellow arrow configuration for left turns (rather than the flashing red signal), improved pedestrian signals with countdown timers, and improvements to the sidewalk ramps to meet Americans with Disability Act requirements. Additionally, the signal will be improved to include mast arms and street lighting since Novi Road is a corridor that is master planned for mast arm signals.

Staff is working with the City's insurer to recoup costs for the reconstruction of the signal.

It is anticipated that the project would be ready for construction in summer 2013.

**RECOMMENDED ACTION:** Approval to award contract for fabrication and delivery of mast arms and poles to Farr and Faron Associates, the low bidder, in the amount of \$28,485 as part of the Novi Road/Old Novi Road/Sandstone Drive Signal Replacement Project.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				



# Location Map

Novi Road/Old Novi Road/Sandstone Drive Intersection



Project Location

Map Author: Brian Coburn  
Date: 2/4/13  
Project:  
Version #:

#### MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



City of Novi

Engineering Division  
Department of Public Services  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org



1 inch = 227 feet





April 12, 2013

Mr. Ben Croy, PE  
City of Novi  
Engineering Department  
26300 Lee Begole Drive  
Novi, MI 48375

Reference: Bid Analysis and Contract Award Recommendation  
Mast Arms and Standards Procurement  
URS Project Number 12943949

Dear Mr. Croy:

Attached are copies of the bids received for the above referenced project. Two (2) bids were received and opened. We understand that one bid was received after the deadline for submittal of bids and was not opened.

Competition appears to have been adequate. No irregularities were noted in the bids.

Farr and Faron Associates has previously supplied similar materials to the Road Commission for Oakland County.

We recommend award of the contract and issuance of a purchase order to the low bidder, Farr and Faron Associates for the bid amount of \$28,485.00.

Please call me at 616 574-8497 if you need anything else or wish to discuss the project.

Sincerely,

**URS, Inc.**

A handwritten signature in blue ink, which appears to read "Sean Kelsch".

Sean Kelsch, P.E.  
Project Manager

cc: Jason Fisher, URS



cityofnovi.org

**CITY OF NOVI  
BID FORM**

**Mast Arms and Standards Procurement**

We the undersigned as bidder, propose to furnish to the City of Novi, according to the conditions and instructions attached hereto and made a part thereof according to the attached terms and conditions.

A.                   \$ 28,485 Lump Sum

**Delivery date: Within 12 weeks from award of a contract.**

**NOTE: Attach two copies of detailed shop drawings for the materials specified with the bid.**

**EXCEPTIONS TO SPECIFICATIONS (all exceptions must be indicated here):**

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**COMMENTS:** No Anchor Bolts. The City of Novi  
will be invoiced by Valmont Industries.

**We acknowledge receipt of the following Addenda:** \_\_\_\_\_  
(please indicate numbers)

**THIS BID SUBMITTED BY:**

Company (Legal Registration) Farr & Faron Associates 40 Valmont Industries

Address 136 E. Grand River Suite #2

City Brighton State MI Zip 48116

Telephone (810) 229-7730 Fax (810) 229-7713

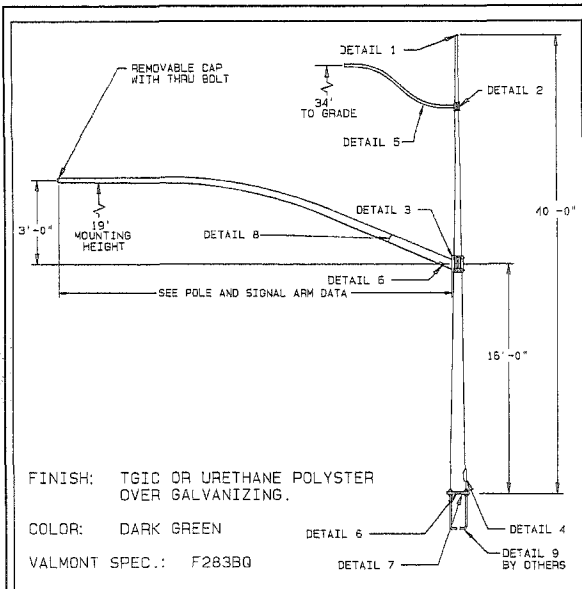
Representative's Name (please print) Ryan Faron

Representative's Title President

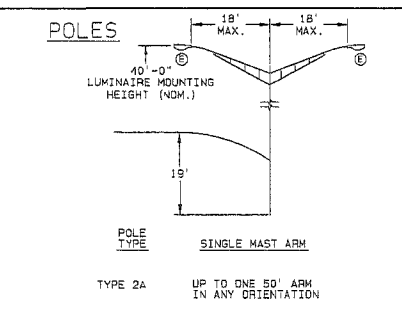
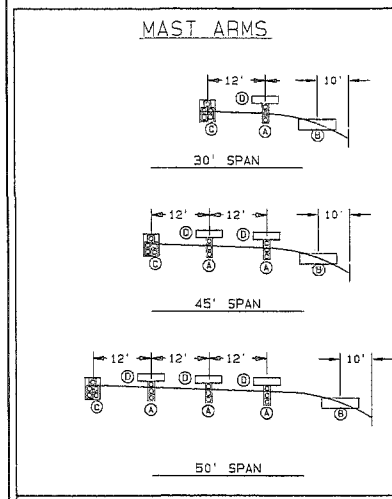
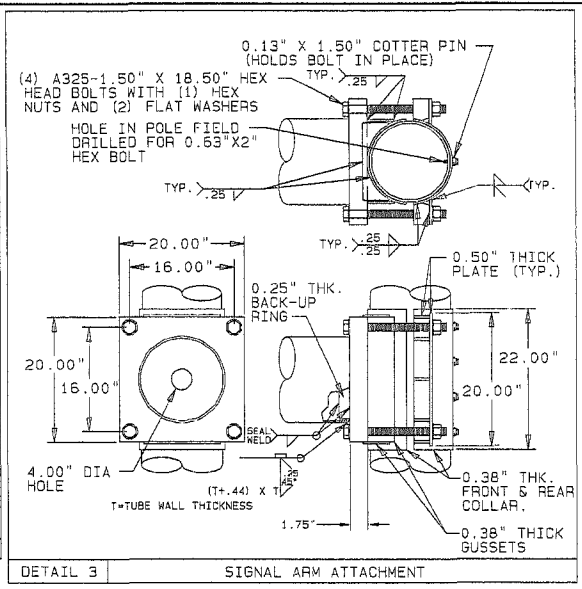
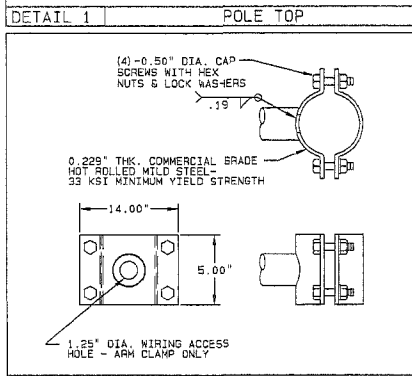
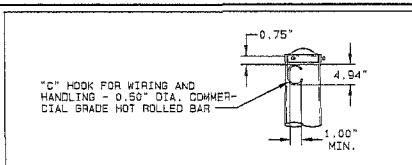
Representative's Signature 

E-mail FFARYAN@AOL.COM

Date 4-8-13



FINISH: TGIC OR URETHANE POLYESTER OVER GALVANIZING.  
 COLOR: DARK GREEN  
 VALMONT SPEC.: F283BG



DEVICE	DESCRIPTION	PRCJ. AREA (F <sup>2</sup> )	WEIGHT (LBS)
(A)	12'-3 SEC. SIGNAL W/ BACKPLATES	8.57	64
(B)	22"X96" STREET NAME SIGN ON POLE	14.67	120
(C)	12'-6 SEC. SIGNAL W/ BACKPLATES	13.72	100
(D)	12" X 27" SIGN	2.25	26
(E)	COBRA HEAD LUMINAIRE	3.00	75

DESIGN CRITERIA:  
 2001 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS, INCLUDING THE 2002 & 2003 INTERIMS.  
 CAT. III, W/BALLOPING, W/T-GUST (55 MPH)  
 WIND VELOCITY:  
 90 MPH ISOTACH.

TABLE 1: POLE, BASEPLATE, & ANCHOR BOLTS

QTY.	POLE TYPE	POLE TUBE					BASEPLATE			ANCHOR BOLTS			
		BASE DIA. (IN.)	TOP DIA. (IN.)	LENGTH (FT)	GAUGE OR THK.	MINIMUM YIELD STRENGTH (KSI)	SQUARE (IN)	BOLT DIA. (IN)	THICKNESS (IN)	DIA. (IN)	LENGTH (IN)	HOOK (IN)	THREAD LENGTH (IN)
4	28	14.00	8.40	40.00	0	55	18.50	18.00	2.00	2.00	114.00	6.00	10.00

TABLE 2: MAST ARM DATA

QTY.	MAST ARM SPAN (FT)	MAST ARM TUBE		
		FIXED END DIA. (IN)	FREE END DIA. (IN)	GAUGE OR THK.
1	50.00	12.50	10.30	0.313"
		11.00	5.86	7
1	45.00	11.00	10.30	0.313"
		10.00	5.02	7
2	30.00	10.00	5.80	3

TABLE 4: MATERIAL DATA

COMPONENT	ASTM DESIGNATION	MIN. YIELD (KSI)
POLE TUBE-0 GA.	A572	55
BASE PLATE	A36	36
MASTARM TUBE	A572, 595GR.A	55
CLAMP MATERIAL	A36	36
GALVANIZING TUBES	A123	NA
GALVANIZING ACCESSORIES	HOT DIP ZINC	NA
ANCHOR BOLTS	F1554	55

LOADING INFORMATION

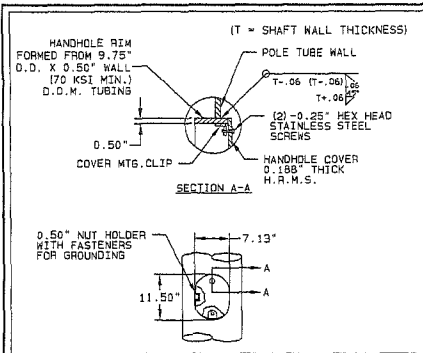
REV	DRAWN BY-DATE	CHECK BY-DATE	DESCRIPTION
A	JDF1 04/08/13	JDF1 04/08/13	REMOVED SPEAR CAP
	BDS1 04/08/13	JDF1 04/08/13	

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 TITLE: TRAFFIC STRUCTURE

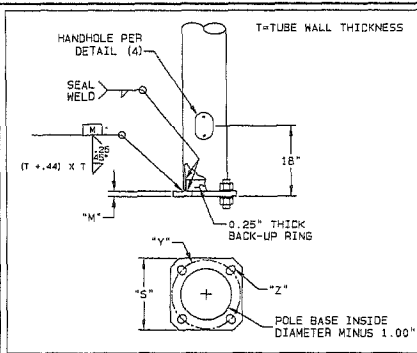
VALMONT INDUSTRIES, INC. RESERVES THE RIGHT TO INSTALL VARIOUS, ENGINEER APPROVED, MATERIAL HANGING ACCOMMODATIONS TO FACILITATE THE MANUFACTURING PROCESS.



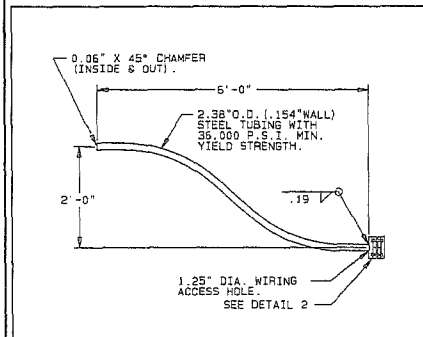
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 REV: A



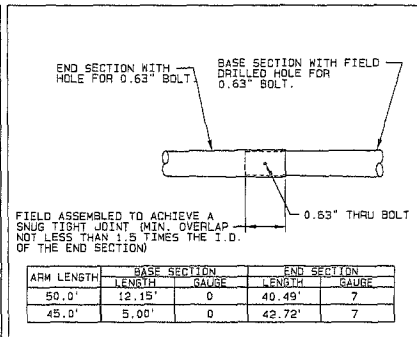
DETAIL 4 HANDHOLE



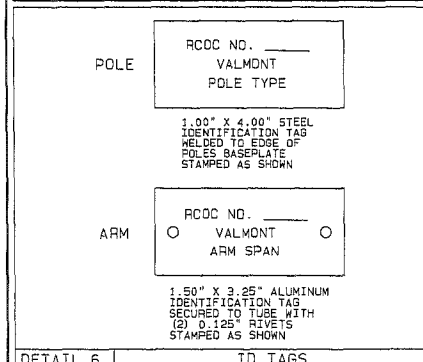
DETAIL 7 HN31AB POLE BASE



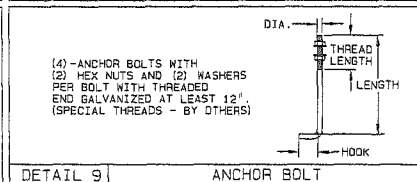
DETAIL 5 LUMINAIRE ARM



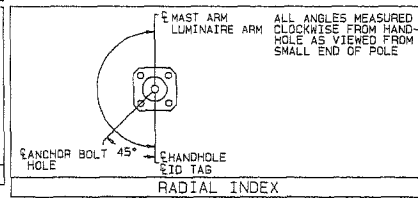
DETAIL 8 SIGNAL ARM SLIP JOINT



DETAIL 6 ID TAGS



DETAIL 9 ANCHOR BOLT



RADIAL INDEX

JOB OAKLAND COUNTY, MI.

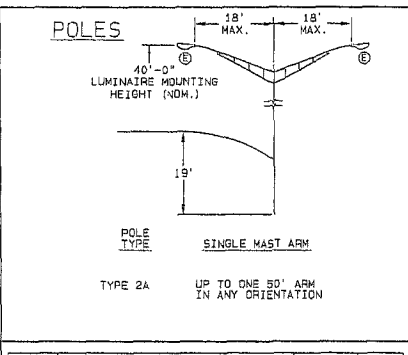
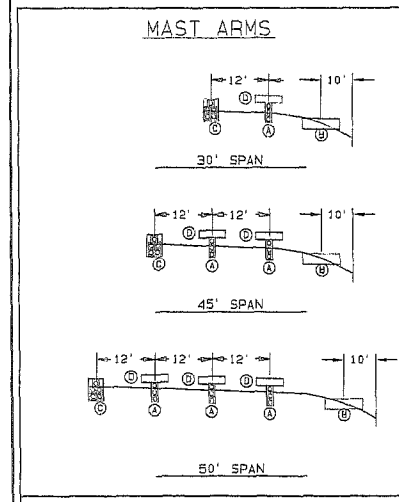
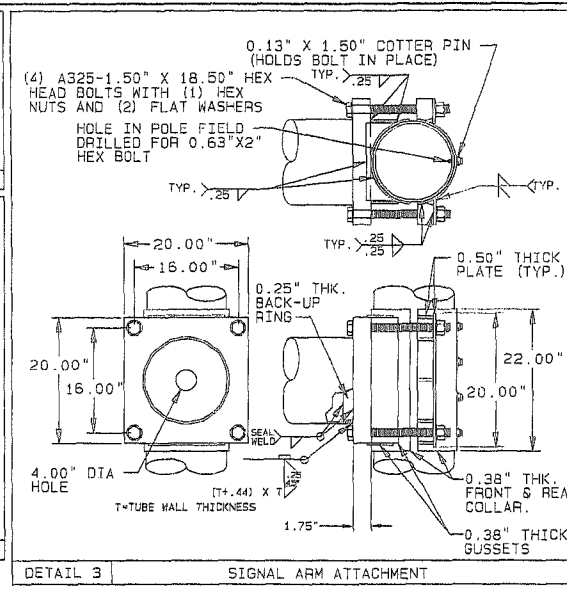
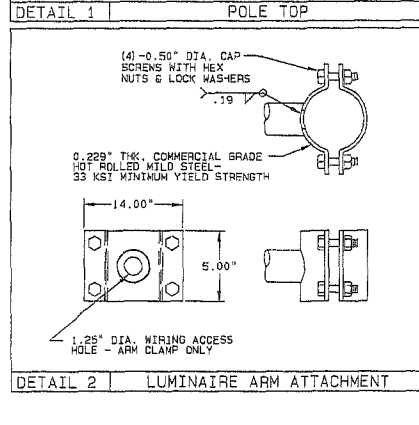
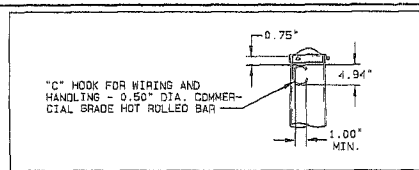
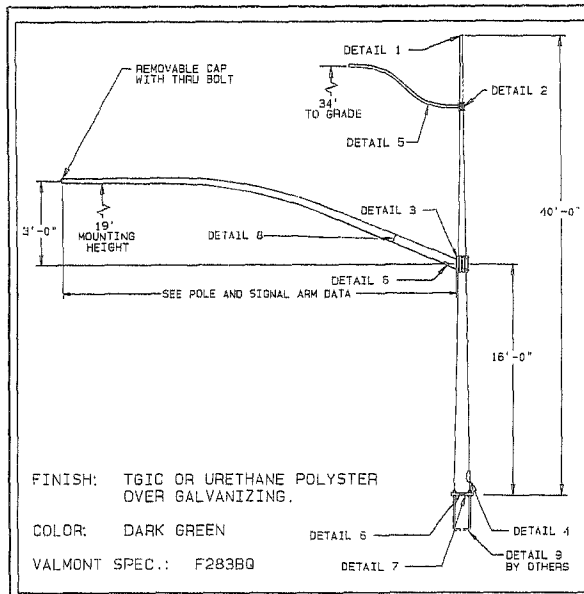
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**valmont**  
 Valley, NE 68054  
 (402) 399-2201

ORDER NUMBER: 216321-P1  
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WIND VELOCITY:  
 90 MPH 150TACH.

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4	2B	14.00	8.40	40.00	0	55	18.50	18.00	2.00	2.00	114.00	6.00	10.00

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GALVANIZING ACCESSORIES	HOT DIP ZINC	NA
ANCHOR BOLTS	F1554	55

LOADING INFORMATION

REV	DRAWN BY	DATE	CHECK BY	DATE	DESCRIPTION
A	JDF1	04/08/13	JDF1	04/08/13	REMOVED SPEAR CAP
B	BOS1	04/08/13	JDF1	04/08/13	

SOLE TO:	SHIP TO:	P.O. #:	AGENT:	FARON ASSOCIATES
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JOB: OAKLAND COUNTY, MI.

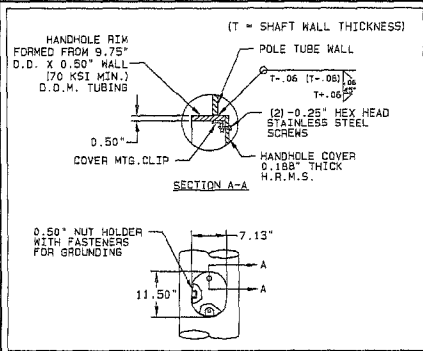
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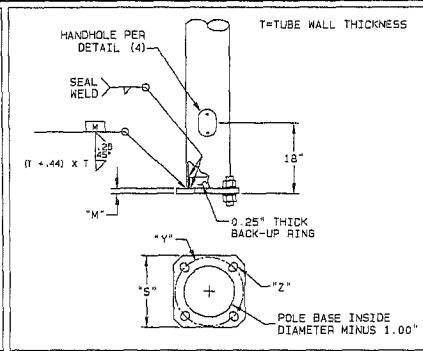
valmont

Valley, NE 68064  
 (402) 359-2201

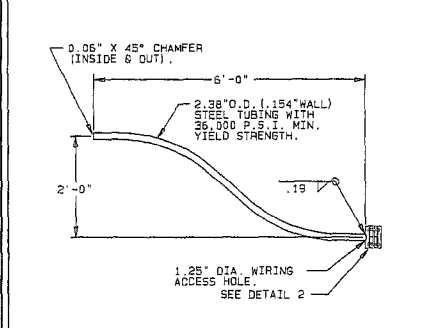
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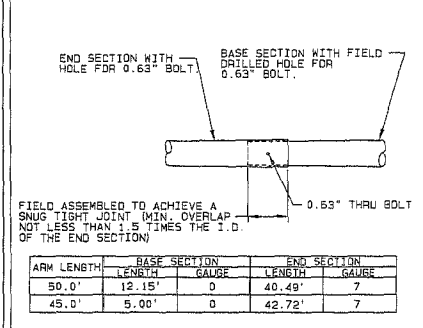
DETAIL 4 HANDHOLE



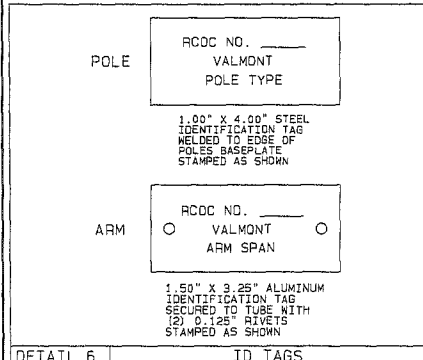
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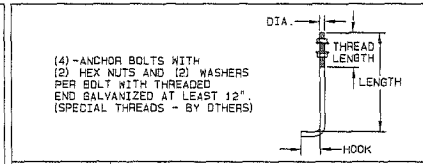
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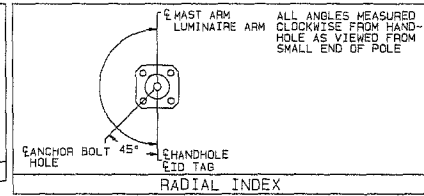
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DETAIL 6 ID TAGS



DETAIL 9 ANCHOR BOLT



RADIAL INDEX

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**valmont**  
Valley, NE 68064  
(402) 359-2201

ORDER NUMBER: 216321-P1  
PAGE NUMBER: 2 OF 2  
DRAWING NUMBER: MI216321P1  
REV: A



**NOTICE - CITY OF NOVI  
INVITATION TO BID**

**Mast Arms and Standards Procurement**

The City of Novi will receive sealed bids for the Mast Arms and Standards Procurement Project according to the specifications of the City of Novi.

Sealed bids will be received until **10:00 A.M.** prevailing Eastern Time, **Tuesday, April 9, 2013** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI  
CITY CLERK'S OFFICE  
45175 W. Ten Mile Rd.  
Novi, MI 48375-3024**

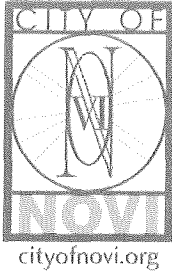
All bids must be signed by a legally authorized agent of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "Mast Arms and Standards Procurement"** AND MUST BEAR THE NAME OF THE BIDDER.

The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti  
Purchasing Manager

Notice Dated: March 25, 2013





## CITY OF NOVI

### Mast Arms and Standards Procurement

#### INSTRUCTIONS TO BIDDERS

#### **IMPORTANT DATES**

Bid Issue Date	March 25, 2013
Last Date for Questions	Tuesday, April 2, 2013 Please submit all questions via email to: Sean Kelsch, URS Corporation sean.kelsch@urs.com
<b>Response Due Date</b>	<b>Tuesday, April 9, 2013, 10:00 a.m. Eastern Time</b>

#### **QUESTIONS**

Please email all questions to the person listed above. Please write the name of the bid in the subject line. If you write anything else in the subject line, your email may be deleted as spam.

#### **TYPE OF CONTRACT**

If a contract is executed as a result of the bid, it stipulates a fixed price for products/services.

#### **BID SUBMITTALS**

An **Original and Three (3) copies** of each bid must be submitted. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

Attach two copies of detailed shop drawings for the materials specified with the bid.

FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

#### **CHANGES TO THE BID/ADDENDUM**

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum. Any addendum issued shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

### **SUBMISSION OF BID**

Bids must be submitted in a sealed envelope, box, or package, and clearly marked with: ITB Title, Deadline, Respondent's name, address, phone, fax, and contact name. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed bids must arrive at City Clerk's Office on or before the specified time and date. There will be no exceptions to this requirement. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids. The City reserves the right to postpone a bid opening for its own convenience.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the bid. Bids must be signed by an Authorized Representative of the submitting Company on the enclosed form. Bids must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern.

A bid may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Failure to include in the bid all information requested may be cause for rejection of the bid.

Bidders are expected to examine all specifications and instructions. Failure to do so will be at the bidder's risk.

Any samples, CDs, DVDs or any other items submitted with your bid will not be returned to the contractor.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR BID OR IN ANY OTHER MANNER IS PROHIBITED.

### **CONSIDERATION OF BIDS**

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

**RESPONSIVE BIDS**

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

**EXCEPTIONS**

The City will not accept changes or exceptions to the bid documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the bid documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the bid documents will be applicable during the term of the contract.

**CONTRACT AWARD**

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City of Novi. The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at [www.mitn.info](http://www.mitn.info) .



## **GENERAL CONDITIONS**

### **TAX EXEMPTION**

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

### **FREIGHT CHARGES/SHIPPING/HANDLING**

All bid pricing is to be quoted as F.O. B. destination.

### **DOWN-PAYMENTS OR PRE-PAYMENTS**

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

### **INVOICING**

Invoice must be mailed to: City of Novi, Attn: Finance Department, 45175 W. Ten Mile Road, Novi, MI 48375

### **CONTRACT TERMINATION**

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

### **TRANSFER OF CONTRACT/SUBCONTRACTING**

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

### **NON-DISCRIMINATION**

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

### **ACCEPTANCE OF BID CONTENT**

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

### **DISCLOSURE**

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This

Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

**ECONOMY OF PREPARATION**

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

**INDEPENDENT PRICE DETERMINATION**

By submission of a proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

(a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and

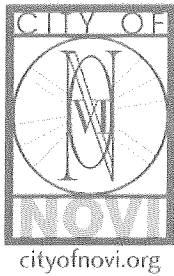
(b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



## CITY OF NOVI

### Mast Arms and Standards Procurement

### SPECIFICATIONS

#### MATERIALS TO BE PROVIDED

This project is for the fabrication and delivery of four mast arms and four mast arm supports and related materials. Specifically:

- 2 curved Mast Arms, 30 foot length
- 1 curved Mast Arm, 45 foot length
- 1 curved Mast Arm, 50 foot length
- 4 Mast Arm Standards, 40 foot height
- 2 Street Light Bracket Arms

All hardware, caps, mounting brackets, bolts, slip joints, handhole covers and other items outlined in the attached Special Provision for Mast Arm and Mast Arm, Std shall also be provided, excepting that the anchor bolts outlined in the specification and detail are not included in this contract.

All materials shall be in accordance with the attached Special Provision for Mast Arm and Mast Arm, Std, and the Road Commission for Oakland County details. The City of Novi Mast Arm Detail shows the required curve in the mast arms and takes precedence over the Road Commission details regarding the shape of the mast arms.

In addition to the galvanizing specified, all of the materials shall be finished with

**TGIC or Urethane Polyester, Dark Green, RAL #6005** or approved equal.

#### DELIVERY AND OWNERSHIP OF MATERIALS

The mast arms and supports shall be delivered to the Intersection of Novi Road and Old Novi Road in the City of Novi.

Delivery of all materials shall be made within **12 weeks (84 Calendar Days)** of award of a contract.

The date and time of delivery shall be coordinated with the Engineer. The Engineer and the Contractor that will be installing the traffic signals at the intersection (Contract has not yet been awarded for this project) must be present when delivery is made. The Contractor that will be installing the signals system will inspect the materials prior to unloading from the truck. If the materials are undamaged and acceptable, the



Contractor will take ownership of the materials after they are unloaded onto the ground.

If requested and agreed to by the City, supplier, and the Traffic Signal Contractor, a different delivery location and/or later date for delivery may be determined.

One pole and one mast arm shall be unloaded and placed on the ground and clear of the existing sidewalks behind the curb in each quadrant of the intersection, or at another location at the intersection as directed by the Contractor.

**WARRANTY**

All material shall be free from defects and workmanship under ordinary, normal and proper use and service, for a period of one (1) year after shipment from the factory.