



Invitation To Bid

Louisville/Jefferson Co Metro Government

Bid Number: 1915

Revision: 0
Date: 30-SEP-09

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

Mark envelope with Bid Number, Reply By Date and Address to:
Metro Purchasing Department
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Reply By: 10-NOV-09

Description

- 1 Price Contract for Louisville Metro to provide a portion of their requirements for Decorative Street Lighting for a twelve month period per the attached specifications

Original Bid Set

DELIVERY TIME: <u>20-40 WORKING DAYS</u> (# of days A.R.O.)	FIRM NAME: <u>ACCUSERV LIGHTING & EQUIPMENT</u>
We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.	OFFICIAL'S SIGNATURE: <u>[Signature]</u>
UNSigned BIDS WILL NOT BE CONSIDERED	ADDRESS: <u>3865 PRODUCE RD</u> <u>SUITE #208</u> <u>LOUISVILLE KY 40218</u>
	PHONE: <u>502-961-0096</u>
	DATE: <u>11/10/09</u>



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Standard Text

RENEWAL OPTION:

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.

Metro Government will accept no price increases for the first year of the annual price contract. All price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Purchasing may either accept the price change or cancel the contract.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Max Bradley at (502) 574-6430.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

SUBMIT BIDS WITH A COMPLETE ORIGINAL (please mark as original) AND THREE COPIES. All three copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

STANDARD TEXT

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [REDACTED] and your Federal Tax Identification Number [REDACTED]. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number 502-961-0357

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

PLEASE READ CAREFULLY

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

SIGNATURE PAGE

Sandy Hines
Contractor (Please sign here and type in company name on line
immediately below. Please leave all other lines blank)

ACCUSERV LIGHTING & EQUIPMENT
Company Name
Crissy A Bower
Director of Purchasing

Contract Term:
Effective: 1-1-10
Expires: 12-31-10

Items Covered:
All: _____
See Attached: _____

The Invitation for Bid and response will become part of the contract

LIVING WAGE PREFERENCE

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently **\$9.00/hour for all full time employees.**

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name _____
Authorized Official(Print) _____
Signature of Authorized Official _____
Title _____
Date _____

LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

.....

Company: _____

Address: Street _____

City _____ County _____ State _____ Zip _____

Revenue Commission Number: _____

Official: _____

Signature: _____ Date: _____

ATTENTION ALL BIDDERS WHO DO NOT PLAN TO SUB-CONTRACT ANY WORK:

TO BE DEEMED RESPONSIVE TO THIS BID, YOU MUST COMPLETE AND SIGN FORM GFE-1.

BELOW IS THE SECTION YOU WILL NEED TO FIND AND COMPLETE ON THE GFE-1 FORM WITHIN THIS BID/RFP. DO NOT COMPLETE THIS PAGE. THIS IS ONLY A SAMPLE!

DIVISIONS OF WORK BIDDER WILL SELF PERFORM

Signature of Company Official: _____

Date: _____

Printed Name: _____

IF YOU DECIDE TO SUB-CONTRACT THE WORK AFTER SUBMITTING YOUR RESPONSE, YOU SHOULD COMPLETE AND SEND FORM GFE-3.



Louisville
HUMAN RELATIONS COMMISSION
Carolyn Miller-Cooper, Executive Director

GOOD FAITH EFFORT (“GFE”) REQUIREMENTS

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises (“MFHBEs”):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBEs of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBEs;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBEs meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)
FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBES for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

NOTE: If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBES be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBES by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)
FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-2 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder shall submit with the Form GFE-2 one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.

• **Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBES as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)
FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:

<http://www.louisvilleky.gov/HumanRelations>



Louisville Jefferson County
Metro Government

Metro Public Works

BID #1915

Decorative Street Lighting

TABLE OF CONTENTS

REQUEST FOR COMPETITIVE SEALED BIDS

- I. Invitation and Instructions to Bidders**
- II. General Provisions**
- III. Insurance and Hold Harmless Agreement**
- IV. General Specifications**
- V. Evaluation Criteria**

SECTION I

INVITATION AND INSTRUCTION TO BIDDERS

- 1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting bids for a **Price Contract for Decorative Street Lighting**. The process of accepting bids and choosing the successful bidder shall be by Competitive Sealed Bidding. Sealed bids will be received at the office of Louisville Metro Department of Finance and Administration, Division of Purchasing until 3:00 PM November 10, 2009, 611 West Jefferson Street, Mezzanine Level, Louisville Kentucky, 40202. Prices for any bid item shall not be contingent upon the purchase of any other bid item included within this bid.

Bids received after the 3PM deadline on November 10, 2009 will be unopened.

Bidder Questions and Inquiries: Bidders having questions and inquiries on the specifications of this Competitive Sealed Bids shall be directed to:

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this CSB is prohibited and shall be cause for disqualification of the Bidder. No questions or inquiries will be allowed beyond the pre-bid conference date as stated in the cover letter (if one is scheduled).

Careful attention must be paid to all requested items contained in this Competitive Sealed Bid (CSB). Bidders are invited to submit bids in accordance with the requirements of this CSB. Please read the entire package before bidding. Bidders shall make the necessary entry in all blanks provided for the responses. The submitted bid shall be firm for an acceptance period of ninety (90) days from the date of the bid opening.

Submitted bid shall be for a firm, fixed price.

The entire set of documents constitutes the CSB. The Bidder must respond in total and in the same numerical order in which the CSB was issued. Bidder's notes and comments may be rendered on an attachment, provided the same format of this CSB text is followed. All notes and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All bids shall be returned in a sealed envelope with CSB number and opening date stated on the outside of the envelope.

By submitting a Bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation. This Competitive Sealed Bid document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Bid to the bidder hereunder. The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. The only terms and conditions acceptable to Metro Government are as outlined in this CSB. Bids containing additional and/or inconsistent terms and conditions will be considered non-responsive and shall be rejected. Purchase or sales agreements, supplied by the bidder, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this CSB, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Bid Opening: Sealed bids will be accepted in accordance with the instructions detailed in section 1.0. The bid opening is open to the public. The Bidder shall file all documents necessary to support its bid and include them with its bid. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for receipt of bids.

SECTION II

GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.2 Failure to submit ALL forms and information required in this CSB may be grounds for disqualification.

- 2.3 Addenda: All addenda, if any, shall be considered in making the bid, and such addenda shall be made a part of this CSB. Before submitting a bid, it is incumbent upon each Bidder to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that bid.

- 2.4 Bid Reservations: Metro Government reserves the right to reject any or all bids, to award in whole or part, and to waive minor immaterial defects in bids. Metro Government may consider any alternative bid that meets its basic needs.

- 2.5 Liability: Metro Government is not responsible for any cost incurred by a Bidder in the preparation of bids.

- 2.6 Changes/Alterations: Bidder may change or withdraw a bid at any time prior to bid opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted bid which is addressed in the same manner as the bid, and received by Metro Government prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid".

- 2.7 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Bidder.

- 2.8 Bribery Clause: By his/her signature on the bid, Bidder certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.

- 2.9 Additional Information: While not necessary, the Bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the Bidder's bid. Additional documentation shall not serve as a substitute for other documentation which is required by this CSB to be submitted with the bid.

- 2.15 Ambiguity, Conflict or other Errors in CSB: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the CSB, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.

2.16 Agreement to Bid Terms: In submitting this bid, the Bidder agrees that Bidder has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this bid. By acceptance of a Contract under this Competitive Sealed Bid, Bidder states that it understands the meaning, intent and requirements of the Competitive Sealed Bids and agrees to the same. The successful Bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Bidder shall be authorized for services or expenses reasonably covered under these provisions that the Bidder omits from its Bid.

2.17 Cancellation: If the services to be performed hereunder by the Bidder are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the Bidder, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the Bidder may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

2.18 Assignment of Contract: The Bidder shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be

required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.

- 2.19 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.20 Authority to do Business: The Bidder must be a duly organized and authorized to do business under the laws of Kentucky. Bidder must be in good standing and have full legal capacity to provide the services specified under this Contract. The Bidder must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Bidder to enter into this Contract. The Bidder will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Bidder is authorized to do business in the State of Kentucky if requested. All bids must be signed by a duly authorized officer, agent or employee of the Bidder.
- 2.21 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.22 Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against Bidder or, to the knowledge of the Bidder, threatened against Bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Bidder to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

COMPETITIVE SEALED BID
SUBMITTED BY:

By signing below you are agreeing to all Louisville-Jefferson County Metro
Government Terms & Conditions that are a part of this Request for Bid.

Include this page in your response to this bid.

Firm: ACCUSERV LIGHTING & EQUIPMENT
By: Sandy Hines
Title: VP / COO
E-Mail Address: shines@accu-serv.com
Address: 3865 PRODUCE RD #208
LOUISVILLE KY 40218
Telephone: 502-961-0096
Fax: 502-961-0357
Date: 11/10/09
Metro Louisville Revenue
Commission Number: [REDACTED]
Federal ID Number: [REDACTED]

Please include a copy of your W-9 with your submitted bid.

This must be submitted prior to the award of a contract.

I acknowledge receipt of the following Addendum:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (write in numbers): _____

Sandy Hines
Vendor Signature (all items above have been read and completed)

SECTION III

HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FOR CONTRACT TO SUPPLY PRODUCTS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Supplier shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Supplier's (or Supplier's subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

II. INSURANCE REQUIREMENTS

Prior to commencing work, Supplier shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040.). **The Supplier must submit a Certificate of Insurance evidencing coverage required below with their bid, prior to being awarded a contract by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division**

Without limiting Supplier's indemnification requirements, it is agreed that Supplier shall maintain in force at all times during the performance of this agreement the following policy of insurance covering its product and operations.

The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations Coverage
 - c. Contractual Liability

III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

IV. MISCELLANEOUS

- A. The Supplier shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of Purchasing shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice.
- B. Certificates of Insurance as required above shall be furnished, with your bid to the
- Louisville/Jefferson County Metro Government
Office of Management and Budget
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202
- C. The supplier agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the supplier will not reduce any coverage amount below the limits required in this agreement.
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Supplier hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Supplier.

SECTION IV

GENERAL SPECIFICATIONS OR DECORATIVE STREETLIGHTS AND MISCELLANEOUS MATERIALS

Louisville Metro Government is soliciting bids from qualified vendors to furnish pricing for decorative traffic signal poles, streetlights and miscellaneous materials. The Contract will be for variable quantities that range from zero (0) to two-hundred (200) per year of any of the bid items defined with this Contract.

Successful Bidders will be required to furnish the materials specified by the Delivery Order within the time frames as specified below:

<u>ITEM DESCRIPTION</u>	<u>MAXIMUM ALLOWABLE DELIVERY TIME (WEEKS)</u>
HADCO Streetlights	(8) weeks
HADCO Street Parts	(4) weeks

All poles shall be furnished with anchor bolts, fasteners, top and anchor bolt covers and other material to form a complete pole assembly ready for installation. All material and assemblies shall be subject to review by the Louisville Traffic Operation Staff.

Louisville Metro Government reserves the right to order any quantity of the specified bid items from zero (0) to two hundred (200) within the twelve (12) month period of this Contract. All prices shall include delivery, applicable taxes and insurance. All poles and material shall be provided with mounting bolt patterns and specification compliance certification. Drawings shall be provided that fully describe the pole, its materials and the fabrication details for each bid item. The Manufacturers Certification shall document that the bid items provided meet the requirements of the specification and are identical to that described within the drawings provided for each bid item.

Delivery shall be to:

Louisville Metro Government
Department of Public Works, Electrical Maintenance
636 E. Gray Street
Louisville, KY 40202

All deliveries shall be FOB prepaid destination.

Decorative Streetlights and Miscellaneous Parts and Materials

HADCO Streetlights
HADCO Streetlight Parts

Louisville Metro Government will receive bids for providing all materials, labor, transportation, insurance, testing and documentation required for furnishing decorative traffic signal poles, streetlights and miscellaneous material as described in these Technical Specifications. Bid prices shall be good for one year after award of Bid.

Single unit process will be used in determining the total amount of the Bid. The unit prices shall be based on the quantity of one (1) to fifty (50). Louisville Metro Government shall have the right to order, at the unit price for each bid item, any quantity, during a twelve (12) month period, between one (1) and fifty (50) units. Prices for any bid item shall be contingent upon purchase of any other bid item included with this Bid.

Time being of the essence the Bidder shall make best effort to deliver the materials within the delivery times shown above upon receipt of the delivery order for any item or group of items embraced within this Bid.

The following is a list of Manufacturers for the materials supplied upon which this Proposal is based. It is understood that the Manufacturers listed will actually be used in providing the materials and that no changed will be made in this list without the written approval of Louisville Metro's Traffic Engineer.

HADCO Streetlights HADCO
HADCO Streetlight Parts HADCO

This project consists of furnishing all labor, materials, equipment, insurance and transportation necessary for the Manufacturer, assembly, testing and delivery of the traffic signal equipment procurement project titled Streetlights and Miscellaneous Materials.

All materials shall be new and of good quality. All workmen fabricating products described within the Technical Specifications shall be skilled in their trades and all workmanship shall be of good quality. The Bidder guarantees the products or work to be free of defective materials or workmanship for a period of at least one (1) year from the date of Final Certification of payment is approved by Louisville Metro Government.

Where the Technical Specifications refer to specific products of one (1) or more Manufacturers or Vendors, such references designate the specific items comprising the Base Bid, and the Base Bid must be based on these specific products, however they are not intended to restrict competitive bidding. Substitutions for materials specified by name may be offered as a voluntary alternate. Louisville Metro's Project Manager shall decide if equivalent materials are acceptable. Whenever the word "APPROVED" is used in these Technical Specifications, it shall be interpreted as meaning approved specifically by Louisville Metro's Project Manager.

All streetlights shall meet the requirements of the most recent edition of the American Association of State Highway and Transportation Official (AASHTO). "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals."

The Bidder and each of its Subcontractors shall be responsible for the proper care and protection if all their materials until delivery of same is accepted by Louisville Metro Government. The Bidder shall be responsible for loss or damage for any reason whatsoever until delivery is accepted by any authorized representative of Louisville Metro Government. The Bidders responsibilities shall include the replacement of lost or damaged material to Louisville Metro Government delivery point within time allowed for delivery as defined in the Contract schedule.

Quality of Materials and Equipment

The specifications require that the materials and equipment furnished under this Agreement be of high quality, manufactured and supported by reputable and qualified vendors. Where materials and/or equipment are designated in the Technical Specifications by mention of the Manufacturer's name, make, brand or model, it shall be considered as indicating a standard of quality, style, grade and type. The Bidder's proposal shall include as a Base Bid, unless specifically exempted, materials and equipment so specified. If the Bidder's proposal is accepted, it shall be the obligation of the Bidder to furnish such materials and equipment unless substitutions are allowed by the acceptance of a voluntary alternate.

For this specific Bid, catalog cuts and complete description material must be submitted with the Bid. The submission shall consist of catalog cuts or other descriptive literature that includes the following:

Physical description of all poles, mast arms and pedestal assemblies, including mounting hardware and bolts, identified by Manufacturer's part number.

Technical description of all fabricated poles, mast arms, pedestals, mounting hardware and bolts. (Loading, yield strength, handling precautions and installation methods.)

Bill of materials and fabrication methods used to fabricate the poles, mast arms and pedestals, including the mounting hardware and bolts.

The material shall be included in a bound GBS or ACCO binder labeled CATALOG CUTS, Descriptive Streetlights and Miscellaneous Materials Contract.

Bid Schedule – Decorative Streetlights and Miscellaneous Materials

ITEM NO.	DESCRIPTION	Unit Prices per Quantities		
		1 to 10	11 20	21-200
1.	"City of Louisville" Standard Blk w/70HPS	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00
2.	"City of Louisville" Standard Blk w/100HPS	\$ 2,416.40	\$ 2,416.40	\$ 2,416.40

3.	"City of Louisville" Standard Blk w/150HPS	\$ <u>1,956.25</u>	\$ <u>1,956.25</u>	\$ <u>1,956.25</u>
4.	"City of Louisville" Standard Blk w/250HPS	\$ <u>1,968.75</u>	\$ <u>1,968.75</u>	\$ <u>1,968.75</u>

Unit Prices per Quantities

ITEM NO.	DESCRIPTION	1 to 10	11 20	21-200
5.	"City of Louisville" Standard Blk w/85WQL	<u>2,200.00</u>	<u>2,200.00</u>	<u>2,200.00</u>
6.	"The Olmstead Fixture" Bronze w/85WQL	<u>2,481.25</u>	<u>2,481.25</u>	<u>2,481.25</u>
7.	"The Olmstead Fixture" Bronze w/250HPS	<u>2,287.50</u>	<u>2,287.50</u>	<u>2,287.50</u>
8.	"City of Louisville" 2 nd St. Blk w/85WQL	<u>3,218.75</u>	<u>3,218.75</u>	<u>3,218.75</u>
9.	"City of Louisville" 2 nd St. Blk w/85WQL w/Flex Banner Arms	<u>3,681.25</u>	<u>3,681.25</u>	<u>3,681.25</u>
10.	"City of Louisville" 4 th St. Blk w/85WQL	<u>3,500.00</u>	<u>3,500.00</u>	<u>3,500.00</u>
11.	Flex Banner Arm - Spring Loaded Blk finish to match 2 nd St. Pole	<u>231.25</u>	<u>231.25</u>	<u>231.25</u>
12.	"The Olmstead" Fixture Only HADCO S6824B-85 WQL	<u>1,087.50</u>	<u>1,087.50</u>	<u>1,087.50</u>
13.	"The Olmstead" Streetlight Pole w/Base HADCO SP6824 10' Pole Bronze Finish	<u>1,393.75</u>	<u>1,393.75</u>	<u>1,393.75</u>
14.	"City of Louisville" Streetlight Fixture Only HADCO S5806 150 WHPS	<u>800.00</u>	<u>800.00</u>	<u>800.00</u>
15.	"City of Louisville" Streetlight Fixture Only HADCO S5806-A 250 WHPS	<u>821.56</u>	<u>821.56</u>	<u>821.56</u>
16.	"City of Louisville" Streetlight Fixture Only HADCO S5806-B 70 WHPS	<u>774.37</u>	<u>774.37</u>	<u>774.37</u>
17.	"City of Louisville" Streetlight Fixture Only HADCO S5806-C 100 WHPS	<u>800.00</u>	<u>800.00</u>	<u>800.00</u>
18.	"City of Louisville" Streetlight Fixture Only HADCO S5806-D 175 WHPS	No Quote -	175 watt	HPS manufactured No longer
19.	"City of Louisville" Streetlight Fixture Only HADCO S5806-E 85 WQL	<u>1,043.75</u>	<u>1,043.75</u>	<u>1,043.75</u>
20.	"City of Louisville" Streetlight Pole w/Base HADCO S5806 14' Pole Blk Finish	<u>1,156.25</u>	<u>1,156.25</u>	<u>1,156.25</u>
21.	"City of Louisville" 2 nd St. HADCO Fixture Only	<u>1,056.25</u>	<u>1,056.25</u>	<u>1,056.25</u>

Unit Prices per Quantities

ITEM NO.	DESCRIPTION	1 to 10	11 20	21-200
22.	"City of Louisville" 2 nd St. Light Pole w/Base HADCO 22' - 2 5/8" w/Blk Finish	<u>1,700.00</u>	<u>1,700.00</u>	<u>1,700.00</u>

23.	"City of Louisville" 4 th St. HADCO Fixture Only w/85 WQL w/Luminaires, Twin Arms and Banner Arms	<u>3,508.⁰⁰</u>	<u>3,508.⁰⁰</u>	<u>3,508.⁰⁰</u>
24.	"City of Louisville" 4 th St. Light Pole w/Base HADCO CPO268 14' Pole w/Blk Finish	<u>1,143.75</u>	<u>1,143.75</u>	<u>1,143.75</u>
25.	"City of Louisville" 4 th St. Luminaires HADCO CO268A	<u>1,393.75</u>	<u>1,393.75</u>	<u>1,393.75</u>
26.	"City of Louisville" 4 th St. Luminaires HADCO CO268B w/Internal Outlet	<u>1,425.⁰⁰</u>	<u>1,425.⁰⁰</u>	<u>1,425.⁰⁰</u>
27.	"City of Louisville" 4 th St. Luminaires HADCO CAO268 Twin Arms	<u>556.25</u>	<u>556.25</u>	<u>556.25</u>
28.	"City of Louisville" 4 th St. Luminaires HADCO CAO268A Twin Banner Arms	<u>406.25</u>	<u>406.25</u>	<u>406.25</u>
29.	"City of Louisville" 4 th St. Luminaires HADCO CPO268 Pole Only	<u>1,143.75</u>	<u>1,143.75</u>	<u>1,143.75</u>
30.	HADCO 93013042P Globe Top	<u>237.50</u>	<u>237.50</u>	<u>237.50</u>
31.	HADCO 26021024/01702758 Band/Flower	<u>133.75</u>	<u>133.75</u>	<u>133.75</u>
32.	HADCO 01702758 Flower Only	<u>27.50</u>	<u>27.50</u>	<u>27.50</u>
33.	HADCO 02000045 Screw for Band	<u>5.⁰⁰</u>	<u>5.⁰⁰</u>	<u>5.⁰⁰</u>
34.	HADCO 07114551 Globe Bottom	<u>112.50</u>	<u>112.50</u>	<u>112.50</u>
35.	HADCO Mogul Base Replacement Socket	NQ - Need more information		
36.	HADCO Twist-Lock Photocell Receptacle	<u>18.75</u>	<u>18.75</u>	<u>18.75</u>
37.	Hadco S5806 Door	<u>43.75</u>	<u>43.75</u>	<u>43.75</u>
38.	Hadco S58060-ZG70SE 70W 120V HPS Ballast/Socket Assembly	<u>140.⁰⁰</u>	<u>140.⁰⁰</u>	<u>140.⁰⁰</u>

Unit Prices per Quantities

ITEM NO.	DESCRIPTION	1 to 10	11 20	21-200
39.	Hadco S5806-ZG100SE 100W 120V HPS Ballast/Socket Assembly	<u>175.⁰⁰</u>	<u>175.⁰⁰</u>	<u>175.⁰⁰</u>
40.	Hadco S5806-ZG150SE 150 W 120 V HPS Ballast/Socket Assembly	<u>181.25</u>	<u>181.25</u>	<u>181.25</u>
41.	Hadco S5806-ZG250SE 250 W 120 V HPS Ballast/Socket Assembly	<u>200.⁰⁰</u>	<u>200.⁰⁰</u>	<u>200.⁰⁰</u>
42.	Hadco Clear Acrylic Window	NQ - Need more information		
43.	Stainless Steel Fasteners (per set)	<u>5.⁰⁰</u>	<u>5.⁰⁰</u>	<u>5.⁰⁰</u>

Technical Specifications – Replacement Parts for Hadco Lighting Standards

The Louisville Metro Government owns, operates and maintains several hundred Hadco light standards within the public right-of-way in the Louisville Metro area. This bid is to seek a price list for various parts needed to maintain these light standards. The street lights and parts needed are listed above in the Bid Schedule.

Technical Specification – “City of Louisville – Standard” Hadco Decorative Lighting Fixtures

Type V Refractive Globe Fixture Specifications

Globe shall be constructed of clear UV stabilized polycarbonate utilizing a slip-fit ½” overlap, two-piece design which eliminates “butt-glue” seam appearance. The bottom optical section of the globe shall have a neck opening of 7 ¼” at the smallest diameter and an outside dimension of 8” at the bottom, be a minimum of 15 ½” in height and 14 ½” in width at the top with 117 horizontal prisms and 360 vertical prisms which shall be highly polished. The top section of the globe shall be “Victorian” in appearance, a minimum of 10 ¼” in height and 14.338” in width with 79 horizontal prisms to evenly diffuse light. The top and bottom section shall be secured in slip-fit overlap design using four (4) #10-24 x 5/8” clear UV stabilized polycarbonate or stainless steel pan head screws with four (4) aluminum nutserts providing a mechanical lock and enabling easy future replacement of the top and bottom sections if required.

Reflectors (optional) shall be constructed of highly specula Alzak coated hydro formed aluminum with 24 flutes with a diameter of approximately 14 ¼” in height and approximately 6 ¼” in width. Reflector shall rest on the top internal prism wall of the bottom globe section and shall be secured by the top globe section slip-fit design.

Globe will be attached to a decorative heavy cast aluminum globe holder and have a 3” slip fitter with four (4) stainless fasteners. Cast aluminum finial and a decorative band with four flowers shall be attached to the top sections. 250 watt high pressure sodium, multi-tap ballast, electronic photo control and a house-side shield, color black.

Utility Ballast Housing Fixture Fitter

Fitter shall be constructed of die-cast aluminum with a die-cast hinged door assembly providing 180° entry into the fitter assembly for easy access for twist-lock photo-eye installation or replacement and internal or external receptacle access.

Heavy cast aluminum post fitters with four (4) black oxide stainless steel hex head bolts for secure mounting to shaft or tenon.

Globe folder fitter shall be die-cast aluminum and accommodate 8” or 9” diameter globe. Fitter designed with water-trap to prevent water from entering ballast compartment. Four (4) water ducts are concealed under scalloped fitter casting to provide additional water exit ways.

Ballast assembly shall be attached to heavy gauge galvanized steel ballast bracket. Ballast bracket shall be mounted to fixture fitter assembly with two (2) captive stainless steel screws to allow easy removal for maintenance. Spring clips shall be mounted to ballast bracket for igniter and capacitor. All electrical components shall have color-coded quick-disconnects including photo-eye, ballast assembly, igniter and capacitor. Terminal block shall be three-conductor type allowing easy input supply voltage with up to 8 gauge wire and shall be readily accessible.

Globe shall be secured utilizing four (4) black-oxide stainless steel hex head bolts with locking hex nuts.

“City of Louisville – Standard” Hadco Pole Specifications

Pole shall have an aluminum fluted shaft with twelve (12) individual flat flutes having a minimum wall thickness of .188” with internal gussets with a minimum wall thickness of .250” running the full length of the shaft. A heavy duty cast aluminum fitter shall be welded to the top with a three (3) inch diameter tenon with a length of four (4) inches. Pole shall have an overall height of 14”. Pole base shall have a large hand hole for easy access for mounting and wiring functions to be accomplished easily. Ground screw shall be mounted on the inside back of the base plate across from the hand hole. Base width is twenty (20) inches wide and twenty-seven (27) inches high with a variable blot circle eight (8) inches to sixteen (16) inches, four (4) holes, 90° apart. Color is black.

“City of Louisville – 4th Street” Hadco Decorative Lighting Fixtures

**SPECIFICATIONS – HADCO C0268 DWG. 02
CITY OF LOUISVILLE
FOURTH STREET PROJECT**

**DECORATIVE POST-TOP LUMINAIRE (C0268A),
DECORATIVE POST-TOP LUMINAIRE WITH INTEGRAL RECEPTACLE (C0268B),
ONE-PIECE ALUMINUM POLE WITH DECORATIVE BASE (CP0268),
TWIN ARM (CA0268), TWIN BANNER ARM (CA0268A)
FOR CITY OF LOUISVILLE FOURTH STREET PROJECT**

1. This specification state the requirements for a Decorative post-top luminaire (C0268A), decorative post-top luminaire with integral receptacle (C0268B), one-piece aluminum pole with decorative base (CP0268), twin arm (CA0268), twin banner arm (CA0268A).

SUBMITTAL INFORMATION REQUIRED

2. (a) Information Required: Each bidder shall submit a proposal, including information relative to the proposed luminaire as listed below and as further detailed in this Section, for review and approval. Incomplete submittals will not be reviewed and will be considered rejected:

Manufacturer Certification of Compliance,
Manufacturer's shop drawings and product data,
Photometric calculations and data,
Test reports and statements,
Paint specifications,
Sample luminaire, or similar product currently installed in City of Louisville.

- (b) Manufacturer's Certification of Compliance: The submittal information shall include a written certification of compliance with this Specification. The certification shall be made on the Manufacturer's corporate stationery and shall be dated and signed by a Manufacturer's Representative, local sales personnel or other non-responsible employee(s) of the company will not be acceptable and will result in the entire submittal package being rejected as an incomplete submittal.

- (c) Manufacturer's Shop Drawings and Product Data: Submittal shall be complete, coordinated, approvable and shall demonstrate compliance with all requirements specified herein. Submittal shall include the luminaire, pole and appurtenances and shall incorporate the following:

1. Scaled Manufacturer's shop drawings, showing actual luminaire, pole, arm, banner arms, dimensions, description and EPA. Shop drawings shall be original drawings created by the Manufacturer. Photocopied or scanned copies of the Standard Drawings will not be accepted and will be considered rejected as an incomplete submittal. These drawings shall also be submitted in electronic format in Adobe Acrobat (.pdf) if requested; failure to provide drawings in this format will be cause for rejecting the submittal.
2. Manufacturer's specifications. Including fabricating materials and processes.
3. Manufacturer's written warranty for luminaire and all components.
4. Manufacturer's written verification of ISO 9001 Certification for entire facility.
5. Manufacturer's written installation instructions and recommendations and/or procedures for assembly, orientation, relamping, component replacement and wiring and numeric tolerances for torquing any bolts.

- (d) Photometric Calculations and Data: Submittal shall include the following:

1. Photometric calculations in accordance with the PHOTOMETRIC REQUIREMENTS Section of this Specification.
2. Descriptive literature of luminaire, test date and test report.

3. Candlepower distribution curve showing the light distribution in the 70° cone and in a vertical plane through the maximum beam.
 4. Isofootcandle chart of horizontal foot-candles.
 5. Utilization efficiency charts and luminaire efficiency tables.
 6. Luminaire classification per ANSI designation.
 7. Candlepower values at every 5.0° intervals.
 8. Candlepower tables in I.E.S. format on CD ROM or 3 ½" diskette.
 9. Luminaire manufacturer and catalog number in photometric test report.
- (e) Test Reports and Statements: Submittal shall include the following:
1. Thermal Test Report and Procedures in accordance with U.L. Standard 1572 or Standard 1598 and in accordance with the TESTING Section of this Specification.
 2. Moisture Test Report and Procedures in accordance with U.L. Standard 1572 or Standard 1598 and in accordance with TESTING Section of this Specification.
 3. Statement of Intent to provide all testing in accordance with the TESTING Section of this Specification.
- (f) Material Delivery Schedule: Submittal shall include a schedule listing the time frame from placement of an order to time of delivery for various quantities of luminaires and all components. The schedule shall be coordinated with all required inspection and testing. Production shall not begin until the Material Delivery Schedule is approved. Once approved the Material Delivery Schedule will become binding under the Contract terms.
- (g) Paint Specification and Sample: Submittal shall include detailed specifications and procedures for the Manufacturer's powder coat paint process, liquid paint process and a color sample in accordance with the PAINTING Section of this Specification.
- (h) Sample: If requested by the City, one completely assembled luminaire with integral components, pole and appurtenances of the manufacture intended to be furnished, shall be submitted for review.

GENERAL

3. (a) Acceptance: All luminaires and component equipment shall be new. Luminaries and components that are not new or that do not conform to this Specification will not be accepted.
- (b) Products: Luminaires and component equipment shall be the product of established manufacturers and shall be suitable for the service required. Electrical components shall meet the applicable requirements of this Specification.
- (c) Labels: On the inside of the luminaire, in an easily readable position, shall be a label that includes the date of manufacture of the luminaire.
- (d) Assembly: Each luminaire shall be delivered completed assembled, wired and ready for installation; with or without the lamp, as indicated in the order. It shall consist per the details and style as indicated on **Drawing C0268 DWG.02**. It shall also consist of an optical system as required to meet the photometric requirements of this specification, lamp holder assembly, terminal block, ballast components, gaskets and all necessary hardware.
- (e) Warranty: The Contractor shall warrant the performance and construction of these luminaires, poles, arms and banner arms to meet the requirements of this Specification and

shall warrant all parts, components and appurtenances against defects due to design, workmanship or material developing within a period of three (3) years after delivery. This shall be interpreted particularly to mean compatible performance of ballast with lamps of various manufacture, failure of any ballast component, loss of reflectivity of any reflecting surface and discolorations or fogging of any portion of the optical system impairing the transmission of light. The globe shall not develop any discoloration over the normal life span of the luminaire. An extended warranty of ten (10) years, over and above the normal warranty, shall be furnished by the Manufacturer pertaining to the above and discoloration of globe. The extended warranty shall be furnished in writing guaranteeing replacement, including cost of shipment, free of charge to the City, of any globe, which, as determined would develop aforesaid discoloration. The extended warranty shall accompany submittal information. Any luminaire or part thereof not performing as required or developing defects within this period, shall be replaced by the Contractor at no cost to the City.

- (f) Approval: Whenever "approval" and "approved" are used in this Specification, they shall mean a written approval by the City to be secured prior to proceeding with manufacture of these luminaires.

LUMINAIRE (Decorative Post-Top – C0268A and C0268B)

4. (a) Material: Each component shall be cast aluminum, ASTM Grade 356, conforming to the Aluminum Association Standards for Aluminum Sand and Permanent Mold Castings, Washington, D.C., March 1980, or die-cast aluminum, ASTM Grade 360, conforming to the North American Die Casting Association, MADCA C-8-1-94/C-8-2-94. The roof can be spun or stamped out of aluminum. Color of shade (all surfaces) to be same as fixture.
- (b) Construction: The luminaire shall conform in detail and dimensions as shown on **Drawing C0268 DWG.02**. Each casting shall be made by either die-cast, permanent mold or sand casting process. Minimum thickness shall be 3/16" for permanent mold or sand casting process and shall be uniform within each casting and throughout all castings in an entire order. Minimum thickness shall be 3/32" for die-casting process and shall be uniform within each casting and throughout all castings in an entire order. Inconsistencies in casting thickness will be cause of rejection of the entire lot.
- (c) Appearance: Castings shall have smooth external surfaces free from protuberances, dents, cracks or other imperfections marring their appearance. Welding or plugging of casting defects is prohibited. The luminaire shall be of a design aesthetically as shown on **Drawing C0268 DWG.02**.
- (d) Luminaire Maintenance: The luminaire globe shall be positively secured to the ballast housing by four (4) 5/16-18 hex bolts with locking nuts, or four (4) 5/16-18 allen screws with locking nuts. The luminaire roof shall be permanently attached to the globe via stainless steel fasteners. The ballast housing shall have a latch that will provide tool-less entry into the housing for servicing the electrical components. A twist-lock photocontrol receptacle shall be mounted to the tool-less entry door for ease of maintenance. A high quality twist-lock photocontrol is included with luminaire. The door latch shall have a positive action, so that when closed, the door shall be drawn tight against the housing. The latch and hinge shall be a stainless steel spring locking clip and shall not affect the aesthetics of the fixture. The electrical components must be mounted onto a modular die-cast aluminum tray, ASTM Grade 360, (permanent mold process or sand casting are not acceptable) which allows for the removal of ALL electrical components (generator, coupler and vessel) in a tool-less manner and locks in place via rotating action and stainless steel spring locking clip. Access to this assembly is through the top of the fixture.
- (e) Optical Globe: The optical globe shall conform in detail and dimension as shown on **Drawing C0268 DWG.02**. The optical globe shall only be injection molded to ensure consistency in dimensions and optical performance. The optical globe shall be manufactured out of an impact modified acrylic, twice as impact resistant as typical impact modified acrylics. There shall be a minimum of 103 horizontal prisms on the globe exterior and a minimum of 360 vertical prisms on the globe interior to properly direct the output to conform

to meet the photometric requirements of this Specification. The globe shall be prismatic. Elongated stipple or blow molded parts will not be acceptable.

- (f) Optional Integral Convenience Receptacle: Internal to the tool-less entry luminaire ballast housing shall be a grounded convenience receptacle. The ballast housing door shall be notched to allow the exiting of the electrical extension cord. Also attached to the ballast housing shall be a nylon brush guard, that internally blocks the notched door and reduces the entry of bugs and dirt when the door is closed, even when on electrical extension cord is plugged into the receptacle.
- (g) Optional Reflector and House-Side Shield: The reflector attachment to the optical globe and house-side shield attachment to the socket shall provide the structural integrity to hold the reflector and house-side shield firmly in place during the vibrations anticipated due to wind loading and heavily loaded vehicles. The reflector may be hydro formed, anodized clear to achieve a minimum reflectivity of 80%. Alternate method to producing the reflector out of fabricated segmented pre-anodized lighting sheet with a minimum reflectivity of 90%. Lamp position to be in a vertical position. The house-side shield is to be produced in the same fashion as the reflector and must mount directly to the luminaire socket so that it can field oriented (by rotation) or removed as needed to produce the desired lighting performance. Performance must meet requirement as indication in this Specification.
- (h) Decorative Cage and Finial: The decorative cage and finial shall conform in detail and dimensions as shown on **Drawing C0268 DWG.02**. Each casting shall be made by either die-casting, permanent mold or sand casting process. Minimum thickness shall be 3/16" for permanent mold or sand casting process. The decorative cage is to be modular in design and can be added or removed without any field modification required. The cage shall be positively secured to ballast housing via the optical globe locking nuts.
- (i) Certification: The luminaire must be UL listed for suitable mounting in wet locations.

LUMINAIRE (Decorative Post-Top – C0268A and C0268B) PAINTING

- 5. (a) Oil and Grease Removal: All metal surfaces shall be washed with an alkaline detergent to remove any oil and grease.
- (b) Chemical Pretreatment: The cleaned metal surfaces shall be rinsed with de-ionized water, treated with a hot, pressurized phosphate wash and sealer, rinsed again with de-ionized water and then dried by convection heat.
- (c) Exterior and Interior Coat: A thermosetting, weathering, polyester powder coat shall be applied electrostatically to all cleaned and treated surfaces to a uniform three (3) to four (4) mil thickness in a one coat application. This powder coat shall be cured in a convection oven at a minimum 400°F to form a high molecular weight fusion bonded finish. Top coat shall be 90% gloss level for maximum life of color.
- (d) Alternate Methods: No other coating method will be accepted for the luminaire (C0268A and C0268B).
- (e) Durability: Both the exterior and interior coats shall be capable of passing 1,000 hours of salt spray exposure as per ASTM B117 in a 5% Na Cl (by weight) solution at 95°F and 95% relative humidity without blistering. Before test the sample of actual part shall be scribed with an "X" down to bare metal. The scribe part shall pass the ASTM 5B test with adhesion.
- (f) Coating Measurement: Measurement of coating thickness shall be done in accordance with SSPC-Pa 2-73T. "Measurement of Dry Paint Thickness with Magnetic Gauges", except that the lowest "single spot measurement" shall not be less than 2.0 mils.
- (g) Color: Preferred color shall be black. A 4" square color chip sample shall be submitted for approval prior to fabrication. The chip sample shall be on the same material as the luminaire

and shall include the Manufacturer's name and the Manufacturer's color name as well. The sample shall also include any other information which will be required to purchase the same color for the poles, arms, arm adapter, banner arms and split bases.

ELECTRICAL COMPONENTS

6. (a) **Terminal Board:** A barrier-type terminal board of molded plastic shall be provided within the ballast housing in a readily accessible location during installation. It shall provide the terminals needed to completely pre-wire all luminaire components.
- (b) **Lamp Generator, Coupler and Vessel**
 1. **General:** The integral generator, coupler and vessel shall be manufactured by Phillips Lighting, specifically the 85W QL inductive type and shall operate at temperatures as low as minus 40°F. The generator shall be able to operate at the specified voltage operation.
- (c) **Mounting:** The ballast components shall be mounted and fastened on a component mounting tray in a manner such that the components will remain secure and capable of withstanding the vibrations and shocks likely to occur when installed and in service. The tray shall be easily removed with ALL components attached (generator, coupler and vessel) for ease of service. This assembly shall be readily removable for replacement. Quick disconnects shall be provided for this purpose.
- (d) **Noise Level:** The noise level of this source shall be such that when installed in the luminaire and operating, no objectionable audible or radio noise shall be detected from directly beneath the luminaire when field tested in the actual installation.
- (e) **Measurements and Tests:** Measurements and tests, when required, shall be made with a nominal system in the luminaire and the generator operating at a stabilized temperature.
- (f) **Component Mounting**
 1. **Modular Construction:** ALL electrical components, (generator, coupler and vessel) shall be securely mounted to a die-cast aluminum tray that can be easily removed using a single stainless steel spring locking clip. The entire assembly should be easily disconnected and removed for replacement. Quick-disconnects should be used for these purposes.
 2. **Interchangeability:** Component mounting trays shall be mutually field interchangeable so that luminaires can be restored to working condition without trouble shooting individual components.

PHOTOMETRIC REQUIREMENTS

7. (a) **Parameters:** The Manufacturer shall demonstrate that the luminaires shall meet or exceed the specified photometric requirements under the following set of conditions. The Manufacturer shall provide photometric calculations using published luminaire data as part of the submitted package. The responsible material proposal shall contain luminaire photometric performance with results equal to or better than those shown in these Specifications. Submittal information shall include computer calculations based on the controlling given conditions which demonstrate achievement of all listed performance requirements. Computer calculations shall be performed for roadway lighting and for sidewalk/bikeway lighting in accordance with I.E.S. recommendations. The submitted roadway lighting calculations shall be done in accordance with I.E.S. and shall include point-by-point illuminance, luminance and veiling luminance as well as listings of all indicated averages and ratios. The submitted sidewalk/bikeway calculations shall be done in accordance with I.E.S. and shall include point-by-point horizontal illuminance and vertical illuminance, as well as listings of all

indicated averages and ratios. The program(s) used to perform the calculations shall be identified in the submittal.

- (b) Unless otherwise indicated, the light distribution shall be I.E.S. classified as Type V, as defined in the "American National Standard Practice for Roadway Lighting" approved June 27, 2000 by the "American National Standards Institute" (ANSI).
- (c) Verification of Date: All photometric data shall be based on the parameters listed above. This data shall be verified by an independent testing laboratory or approved Manufacturer's laboratory. All testing shall be performed on completed luminaires.
- (d) Uplight: Light output 90° above nadir shall not exceed 10%.

TESTING REQUIREMENTS

- 8. (a) Electrical testing shall conform to NEMA and ANSI standards and, as a minimum, shall yield:
 - 1. A complete check of wiring connections.
 - 2. A generator dielectric test.
 - 3. 100% functional operation prior to packaging.
- (b) Additional Types of Testing: The following tests shall be performed by the approved testing laboratory:
 - 1. Interchangeability of all component parts, mounting plates and globes.
 - 2. Thermal testing in accordance with U.L. Standard 1572 or Standard 1598. The fixture shall be placed in a controlled 25°C environment and be energized for a minimum of eight (8) hours. At no time shall any of the components exceed the Manufacturer's recommended operating temperatures. At no time shall any surface of the globe exceed the Manufacturer's recommended temperature limits.
 - 3. Moisture testing in accordance with U.L. Standard 1572 or Standard 1598. The luminaire shall be subjected to a water spray from various directions for a sufficient amount of time to verify that the inside lamp compartment stays dry and that the fixture does not take on water. After the water spray the inside of the refractor shall remain dry and the fixture should be demonstrated to operate properly.
- (c) A vibration test per ANSI C136.21.
- (d) Should any of the tested luminaires fail to satisfy the specifications and perform in accordance with approved submittal information, the luminaire shall be unacceptable and shall be either replaced or corrected.
- (e) The luminaire must be UL listed for wet locations.

ONE-PIECE ALUMINUM POLE WITH DECORATIVE BASE (CP0268)

- 9. (a) Material: The shaft shall be extruded aluminum (ASTM Grade 6005-T5), 5" OD with 12 flute cross-section. This extruded shaft will also have internal ribs to provide a 4" ID. This feature will allow a modular hub arm assembly to be easily attached and rotated to any desired position. The cast aluminum base will be permanently molded and cast out of aluminum (ASTM alloy 356). A variable bolt pattern is cast in the base to allow attachment to 1" dia. Anchor rods on an 8"-15" dia., equally spaced bolt circle. Stub up conduit area is

6" dia. on center.

- (b) **Construction:** The pole shall conform in detail and dimensions as shown on **Drawing C0268 DWG.02**. The shaft shall be made utilizing the extruded aluminum process. Minimum thickness shall be 0.188". Inconsistencies in shaft thickness will be cause for rejection of the entire lot. The 5" shaft shall be rotationally welded by AWS certified welders.
- (c) **Appearance:** Shaft shall have smooth external surfaces free from protuberances, dents, cracks or other imperfections marring their appearance. Welding or plugging of extrusion defects is prohibited. The pole shall be of a design aesthetically as shown on **Drawing C0268 DWG.02**.
- (d) **Structural Integrity:** The pole assembly shall provide the structural integrity to hole the system of luminaire, arm and banner arms up to a maximum as specified.

ONE-PIECE ALUMINUM POLE WITH DECORATIVE BASE (CP0268) PAINTING

- 10. (a) **Oil and Grease Removal:** All aluminum surfaces shall be shot blast with steel shot to a near white condition in order to remove any and all contaminants.
- (b) **Exterior Coat:** A2.8 VOC catalyzed Sherwin Williams epoxy primer with dry thickness 1.8-2.2 mils will be applied. The top coat will be catalyzed Sherwin Williams Polane HS Plus polyurethane enamel with dry thickness 1.5 mils. Top coat shall be 90% gloss level for maximum life of color. Both coats shall be applied by HVLP to all surfaces to a uniform three (3) to four (4) mil total thickness.
- (c) **Alternate Methods:** A thermosetting, weathering, polyester powder coat shall be applied electro statically to all cleaned and treated surfaces to a uniform three (3) to Four (4) mil thickness in a one coat application. This powder coat shall be cured in a convection oven at a minimum 400°F to form a high molecular weight fusion bonded finish. Top coat shall be 90% gloss level for maximum life of color.
- (d) **Durability:** The exterior coats shall be capable of passing 1,000 hours of salt spray exposure as per ASTM B117 in a 5% Na Cl (by weight) solution at 95°F and 95% relative humidity without blistering. Before test, the actual sample shall be scribed with an "X" down to bare metal. The scribed part shall pass the ASTM 5B test for adhesion.
- (e) **Coating Measurement:** Measurement of coating thickness shall be done in accordance with SSPC-Pa 2-73T, "Measurement of Dry Paint Thickness with Magnetic Gauges", except that the lowest "single spot measurement" shall not be less than 2.0 mils.
- (f) **Color:** Preferred color shall be black. A4" square color chip sample shall be submitted for approval prior to fabrication. The chip sample shall be of the same material as the ole, and shall include the Manufacturer's name and the Manufacturer's color name as well. The sample shall also include any other information which will be required to purchase the same color for the luminaires, arms, arm adapters, banner arms and split bases.

ONE-PIECE ALUMINUM POLE WITH DECORATIVE BASE (CP0268) TESTING REQUIREMENTS

- 11. Structural testing shall be done in a bending method to destruction of an actual sample and, as a minimum, shall yield: Validate structural strength as indicated in this Specification for thirteen (13) sq. ft. loading in a 70 mph wind zone.

ARM (CA0268)

- 12. (a) **Material:** The horizontal arm mounting hub, finial, decorative scroll arms, hub covers, shall be cast aluminum (ASTM Grade 356, conforming to the Aluminum Association Standards for Aluminum Sand and Permanent Mold Castings, Washington D.C. March 1980).

- (b) Construction: The arm assembly shall conform in detail and dimensions **Drawing C0268 DWG.02**. The horizontal arm shall be made utilizing the cast aluminum process. Minimum thickness of the horizontal arm shall be 0.188". Inconsistencies in arm thickness will be cause for rejection of the entire lot. The horizontal arm will be mechanically attached to the horizontal arm mounting hub. The arms are pre-wired with a wiring harness that allows additional fixtures in the future.
- (c) Appearance: Arm shall have smooth external surfaces free from protuberances, dents, cracks or other imperfections marring their appearance. Welding or plugging of extrusion defects is prohibited. The arm assembly shall be of a design aesthetically as shown on **Drawing C0268 DWG.02**.
- (d) Structural Integrity: The mechanical attachment between the hub and cast arms shall provide the structural integrity to hold the system of luminaires in a 70 mph wind zone as specified.
- (e) Optional Arms and Floodlights: The modular hub shall allow addition of twin arms 90° from post-top luminaire arms. The additional twin arms shall have the same appearance as the post-top luminaire arms. The additional arms will be designed to attach floodlights (1 per arm). The arms are to be pre-wired and quick connected to the existing wiring harness located in the modular hub.

ARM (CA0268) PAINTING

- 13. (a) Oil and Grease Removal: All metal surfaces shall be washed with an alkaline detergent to remove any oils and grease.
- (b) Chemical Pretreatment: The cleaned metal surfaces shall be rinsed with de-ionized water, treated with a hot, pressurized phosphate wash and sealer, rinsed again with de-ionized water and then dried by convection heat.
- (c) Exterior and Interior Coat: A thermosetting, weathering, polyester powder coat shall be applied electro statically to all cleaned and treated surfaces to a uniform three (3) to four (4) mil thickness in a one coat application. This powder coat shall be cured in a convection oven at a minimum 400°F to form a high molecular weight fusion bonded finish. Top coat shall be 90% gloss level for maximum life of color.
- (d) Alternate Methods: No other coating method will be accepted for the arm (CA0268).
- (e) Durability: Both the exterior and interior coats shall be capable of passing 1,000 hours of salt spray exposure per ASTM B117 in a 5% Na Cl (by weight) solution at 95°F and 95% relative humidity without blistering. Before test, the sample of actual part shall be scribed with an "X" down to bare metal. The scribed part shall pass the ASTM 5B test for adhesion.
- (f) Coating Measurement: Measurement of coating thickness shall be done in accordance with SSPC-Pa 2-73T, "Measurement of Dry Paint Thickness with Magnetic Gauges", except that the lowest "single spot measurement" shall not be less than 2.0 mils.
- (g) Color: Preferred color shall be black. A 4" square color chip sample shall be submitted for approval prior to fabrication. The chip sample shall be of the same material as the luminaire and shall include the Manufacturer's name and the Manufacturer's color name as well. The sample shall also include any other information which will be required to purchase the same color for the poles, arms, arm adapter, banner arms and split bases.

ARM (CA0268) TESTING REQUIREMENTS

14. Structural testing shall be done, in a bending method to destruction of an actual sample and as a minimum shall yield:
- (a) Validate structural strength as indicated in this Specification for eight (8) sq. ft. loading in a 70 mph wind zone.

TWIN BANNER ARM (CA0268A)

- 15 (a) **Material:** The banner arm collar and decorative ball end cap shall be cast aluminum (ASTM Grade 356, conforming to the Aluminum Association Standards for Aluminum Sand and Permanent Mold Castings, Washington, D.C., March 1980). The arm tube shall be extruded aluminum (ASTM Grade 6061), 1 ¼" OD.
- (b) **Construction:** The twin banner arm shall conform in detail and dimensions to **Drawing C0268 DWG.02**. The collar shall be made utilizing the cast aluminum process. Minimum thickness shall be ¼". Inconsistencies in adapter thickness will be cause for rejection of the entire lot. The banner arm tubing shall be welded to the banner arm collar. The decorative ball end cap shall be made utilizing the cast aluminum process. The banner arm tubing shall be welded to the decorative ball end cap.
- (c) **Appearance:** The twin banner arms shall have smooth external surfaces free from protuberances, dents, cracks or other imperfections marring their appearance. Welding or plugging of cast defects is prohibited. The two banner arm shall be of a design aesthetically as shown on **Drawing C0268 DWG.02**.
- (d) **Structural Integrity:** The mechanical attachment between the twin banner arm and pole shall provide the structural integrity to hold the banner up to a maximum loading of four (4) sq. ft. each side in a 70 mph wind zone. The banner arms must be adjustable on the pole in both height and direction (must be rotatable on the pole shaft.)

TWIN BANNER ARM (CA0268A) PAINTING

16. (a) **Oil and Grease Removal:** All metal surfaces shall be washed with an alkaline detergent to remove any oils and grease.
- (b) **Chemical Pretreatment:** The cleaned metal surfaces shall be rinsed with de-ionized water, treated with a hot, pressurized phosphate wash and sealer, rinsed again with de-ionized water and then dried by convection heat.
- (c) **Exterior Coat:** A thermosetting, weathering, polyester powder coat shall be applied electro statically to all cleaned and treated surfaces to a uniform three (3) to four (4) mil thickness in a one coat application. This powder coat shall be cured in a convection oven at a minimum 400°F to form a high molecular weight fusion bonded finish. Top coat shall be 90% gloss level for maximum life of color.
- (d) **Alternate Methods:** No other coating method will be accepted for the twin banner arm (CA0268A).
- (e) **Durability:** The exterior coat shall be capable of passing 1,000 hours of salt spray exposure as per ASTM B117 in a 5% Na Cl (by weight) solution at 95°F and 95% relative humidity without blistering. Before test the sample of actual part shall be scribed with an "X" down to bare metal. The scribed part shall pass the ASTM 5B test for adhesion
- (f) **Coating Measurement:** Measurement of the coating thickness shall be done in accordance with SSPC-Pa 2-73T, "Measurement of Dry Paint Thickness with Magnetic Gauges", except that the lowest "simple spot measurement" shall not exceed less than 2.0 mils.

- (g) Color: Preferred color shall be black. A 4" square color chip sample shall be submitted for approval prior to fabrication. The chip sample shall be of the same material as the banner arm and shall include the Manufacturer's name and the Manufacturer's color name as well. The sample shall also include any other information which will be required to purchase the same color for the poles, arms, arm adapter, luminaires and split bases.

SHIPMENT AND DELIVERY

17. (a) General: The luminaires shall be carefully inspected at the factory prior to shipment to assure that they are complete and free of defects. When luminaires are stacked together, they shall be supported with suitable spacers or shall, otherwise, be protected from dents and other potential shipping damage. The spacing and protective materials shall be suitable for and usable in the storage of the luminaires. All hardware shall be packaged in a clear container and labeled.
- (b) Packaging: Each luminaire assembly shall be securely packed in a suitable carton or alternate method so that it shall not be damaged by shipment and/or handling.
- (c) Marketing: Each carton containing a luminaire shall be clearly marked on the outside in letters not less than 3/8" tall. Name of Manufacturer, date of manufacture and contract number under which the luminaire is furnished shall also be clearly marked on the carton.
- (d) Delivery: Luminaires, poles, arms, arm adapters, banner arms and split bases shall be delivered as indicated on the order. Information submitted for approval shall include any recommendations of the Manufacturer for storage as required under the Specifications. All pole shafts shall be wrapped in a protective material to prevent scarring, scratches and other abrasions of the outer surface during shipping and handling. Pole hardware shall be bundled in shipping crates or other approved shipping containers. All material shall be warranted by the Manufacturer against defects in material and labor for a period of not less than one (1) year.

"City of Louisville – 2nd Street" Hadco Decorative Lighting Fixtures

18. (a) Submittal Information Required: Each bidder shall submit descriptive materials, including information relative to the proposal luminaire as listed below as further detailed in this Section for review and approval.

Manufacturer's Certificate of Compliance,
Manufacturer's shop drawings and product data,
Photometric calculations and data,
Certified test reports and statements,
Material delivery schedule,
Structural testing using a bending method to destruction of an actual sample and, as a minimum, shall yield test information that validates structural strength as indicated in this Specification for twelve (12) sq. ft. fixed solid banner loading in a 70 mph wind zone.

- (b) Manufacturer's Certificate of Compliance: The submittal shall include a written certification with this Specification. The Certification shall be made on the Manufacturer's corporate stationary and shall be dated and signed by a responsible officer of the company, with the signer's title listed. Signature by Manufacturer's Representative, local sales personnel or other non-responsible employee(s) of the company shall not be acceptable and will result in the entire submittal package being rejected as an incomplete submittal.
- (c) Manufacturer's Shop Drawings and Product Date: Submittal shall be complete, coordinated and approvable and shall demonstrate compliance with all requirements specified herein. Submittal shall include the luminaire and appurtenances and shall incorporate the following:

1. Scaled Manufacturer's shop drawings showing actual luminaire dimensions, description, weight and EPA. Shop drawings are original drawings created by Manufacturer. Photocopied or scanned copies of the Standard Drawings will not be accepted and will be considered rejected as an incomplete submittal. These drawings shall also be submitted in electronic format in AutoCAD, if requested. Failure to provide drawings in this format will be causes for rejecting the submittal.
 2. Manufacturer's catalog cut sheets showing luminaire designation(s), characteristics and catalog number(s). Also, Manufacturer's catalog cut sheets for all electrical components, including lamp, ballast, capacitor, igniter, lamp holders, receptacle, terminal board, fuse holders, fuses and wiring.
 3. Manufacturer's specifications, including fabricating materials and processes.
 4. Manufacturer's written warranty for luminaire and all components.
 5. Manufacturer's written verification of U.L. Listing for entire assembly.
 6. Manufacturer's written verification of ISO 9001 Certification for entire facility.
 7. Manufacturer's written installation instruction and maintenance manuals, including recommendations and/or procedures for storage, assembly, orientation, relamping, component replacement and wiring and numeric tolerance for torquing the allen head bolts to the tenon and the glore.
- (d) Certified Test Reports and Statements: submittal shall include the following:
1. Thermal Test Report and Procedures in accordance with U.L. Standard 1572 and in accordance with the TESTING Section of this Specification.
 2. Vibration Test Report and Procedures in accordance with ANSI Standard in accordance with the TESTING Section of this Specification.
 3. Moisture Test Report and Procedures in accordance with IEC 529/598 and in accordance with the TESTING Section of this Specification.
 4. Statement of intent to provide all testing in accordance with the TESTING Section of this Specification, including description and request for approval of the proposed laboratory.
- (e) Paint Specifications and Sample: Submittal shall include detailed specifications and procedures for the Manufacturer's powder coat paint process and a color sample in accordance with the CAPITAL AND FINIAL PAINTING Section of this Specification.

GENERAL

19. (a) Acceptance: All luminaires and component equipment shall be new. Luminaires that are not new or that do not conform to this Specification will not be accepted.
- (b) Products: Luminaires and component equipment shall be the product of established manufacturers and shall be suitable for the services required. Electrical components shall meet the applicable requirements of this Specification.
- (c) Labels: The completed luminaire shall be listed by an independent, nationally recognized testing laboratory to verify that it does not pose an electrical or fire hazard. Luminaires shall bear the U.L. Label "HID Fixture Suitable for Wet Locations". On the inside of the capital in an easily readable position shall be a label that includes the serial number and date of

manufacture of the luminaire.

- (d) Assembly: Each luminaire shall be delivered completely assembled, wired and ready for installation with or without the lamp as indicated in the order. It shall consist of the capital and globe as shown on Bureau of Electricity Standard Drawing 932. It shall also consist of an optical system as required to meet the photometric requirements of this Specification, lamp holder assembly terminal block fusing, ballast components, gaskets and all necessary hardware.

CAPITALS AND FINIALS

- 20. (a) Material: Each capital and finial shall be cast aluminum, Marine Grade 360, conforming to the Aluminum Association Standards for Aluminum Sand and Permanent Mold Castings, Washington, D.C., March 1980.
- (b) Construction: The capital and finial shall conform in detail and dimensions shown on the drawings. Each casting shall be made by the injecting molded process. Permanent mold processes and castings will not be acceptable. Minimum thickness shall be .125", excluding the ballast doorframe and the capital attachment to the pole and shall be uniform within each casting and throughout all castings in an entire order. Inconsistencies in casting thickness will be causes for rejection of the entire lot.
- (c) Structural Integrity: The capital attachment to the pole tenon shall provide the structural integrity to hold the luminaire firmly in place during the vibrations anticipated due to wind loading, passing elevated trains and heavily loaded vehicles. Where setscrews are used to secure the capital to the tenon, a minimum of 3/4" metal thickness shall be provided where setscrews are inserted. The setscrews shall be 3/8" x 16, allen head; stainless steel bolts with three (3) setscrews each spaced at 120° shall be provided. The setscrews shall be properly installed and torque to the Manufacturer's instructions. The finial shall be securely attached to the acorn globe such that it will remain an integral part of the globe during the loading described above.

CAPITAL AND FINIAL PAINTING

- 21. (a) Oil and Grease Removal: All metal surfaces shall be washed with an alkaline detergent to remove any oils and grease.
- (b) Chemical Pretreatment: The cleaned metal surfaces shall be finished with de-ionized water, treated with a hot, pressurized phosphate wash and sealer, rinsed again with de-ionized water and then dried by convection heat.
- (c) Exterior and Interior Coat: A thermosetting, weathering polyester powder coat shall be applied electro statically to all cleaned and treated surfaces to a uniform four (4) mil thickness in a one (1) coat application. This powder coat shall be cured in a convection oven at a minimum 400°F to form a high molecular weight fusion bonded finish.
- (d) Alternate Method: Alternate powder coat methods may be reviewed and tested on a case-by-case basis. However, no coating method will be accepted unless the City of Louisville judges such alternate to be equal to the coating herein specified.
- (e) Durability: Both the exterior and interior shall be capable of passing 1,000 hours of salt spray exposure as per ASTM B117 in a 5% Na Cl (by weight) solution at 95°F and 95% relative humidity without blistering. Before test, the panel shall be scribed with an "X" down to the bare metal.
- (f) Coating Measurement: Measurement of coating thickness shall be done in accordance with SSPC-Pa-73T. "Measurement of Dry Paint Thickness with Magnetic Gauges" except that the lowest "single spot measurement" shall not be less than 3.0 mils.

- (g) Color: Preferred color shall be corvel black. A 4" square color chip sample shall be of the same material as the capital and finian and shall include the Manufacturer's name and the Manufacturer's color name as well. The sample shall also include any other information which will be required to purchase same color for the poles and split pedestal bases. Preferred color shall be equal to Morton Powder Coat #20-7345.

ACORN GLOBE

- (a) Material/Construction: The globe shall be injection molded of clear impact resistant Poly Acrylic resin utilizing a type V distribution. The globe shall be construction utilizing a slip-fit tongue overlap; two (2) pieces assembly which eliminates a butt-glue seam. The top and bottom sections shall be secured in a slip-fit overlap design using Mechanical Fasteners. The globe shall be prismatic and of a similar design as manufactured by Hadco.
- (b) Appearance: The globe shall conform to that shown on Detail sheet.
- (c) Globe Mounting: The globe shall be mounted by four (4) ¼" x 20 stainless steel hex head screws mounted into the cast aluminum fixtures capital. Each screw shall securely contact a stainless steel mounting clip, which shall, in turn, pressure secure the globe neck to the housing. The globe shall be properly installed to provide the required bolt torquing in accordance with the Manufacturer's written installation instructions. The mounting shall afford the rigidity necessary to prevent the globe from twisting or rattling when subjected to the vibrating forces of wind loading, passing elevated trains or heavily loaded vehicles. The mounting shall not preclude any globe from being mutually interchangeable with any other globe intended for this function.

ELECTRICAL COMPONENTS

- (a) Lamp: QL 85 Watt Lamp and HF Generator.
- (b) Measurements and Tests: Measurements and tests when required shall be made with a nominal lamp burning in the luminaire and the ballast operating at a stabilized temperature.
- (c) Wiring: The lamp holder and ballast components shall be completely factory wired with non-fading color coded leads. These leads shall be insulated with an approval class of insulation and shall be #16 AWG conductor minimum. The use of wiring smaller than #16 AWG shall require the written approval from the City of Louisville. Color-coding shall be in a manner approved by the City of Louisville. A complete wiring diagram shall be displayed at an approved location on the interior of the luminaire and shall be provided on high quality material that will be resistant to cracking, yellowing and fading in a luminaire environment. Quick disconnects shall be provided for all components.
- (d) Components Mounting:
 - 1. Modular Construction: All electrical components shall be securely mounted to a plate, which is attached to the fixture body. Provisions shall be included to secure the component mounting place in its "disconnected" position to allow east access to terminal blocks and components for installation and maintenance.
 - 2. Interchangeability: Component mounting places shall be mutually field interchangeable so that units can be restored to working conditions without troubleshooting components.
 - 3. Other Methods: Other methods of component mounting may be considered if they are judged to provide the same ease of installation maintainability. No alternates will be allowed without the specific written approval from the City of Louisville.

- (e) Receptacle: A 120 volt grounded simplex receptacle shall be provided within the capital housing. It shall be independently wired to its own polarized quick disconnect connector. The access door on the capital shall be notched to provide an opening for a three (3) wire #2 AWG Type SO cord for the outlet. The receptacle and quick disconnect shall be wired to the twenty (20) foot lead cable.

PHOTOMETRIC REQUIREMENTS

- (a) Parameters: The Manufacturer shall demonstrate that the luminaires shall meet or exceed the specified photometric requirements under the following set of conditions. The Manufacturer shall photometric calculations using published luminaire data as part of the submitted package, and shall perform photometric calculations using actual completed luminaires for the specific order as part of the testing. The responsible material proposal shall contain luminaire photometric performance with results equal to or better than those shown in these Specifications. Submittal information shall include computer calculations based on the controlling giving conditions, which demonstrate achievements of all listed performance requirements. Computer calculations shall be performed for roadway lighting in accordance with I.E.S. recommendations. The submitted roadway lighting calculations shall be done in accordance with I.E.S. Standard and shall include point-by-point illuminance, luminance and veiling luminance as well as listings of all indicated averages and ratios. Program(s) used to perform the calculations shall be identified in the submittal.
- (b) Unless otherwise indicated, the light distribution shall be I.E.S. classified as Type V, as defined in the "American National Standard Practice for Roadway Lighting" approved June 27, 2000 by the "American National Standards Institute" (ANSI).
- (c) Verification of Data: All photometric data shall be based on the parameters listed above. This data shall be verified by an independent testing laboratory or Manufacturer's laboratory as approved by the City of Louisville. All testing shall be performed on completed luminaires. Where this data causes the photometric to fall below the values required by this Specification, the luminaire shall be redesigned in a manner acceptable to the City of Louisville and retested until all requirements of this Specification are met. Should the luminaire be incapable of meeting this Specification after modification, the Contractor shall provide a suitable replacement luminaire as approved by and at no additional costs to the City of Louisville.
- (d) Description:

Rated Lamp Lumens 6000
Max Candle 1260
Min. Total Downtown Efficiency 70%

"City of Louisville – 2nd Street" – Pole Specifications

An extruded straight fluted aluminum twenty-two (22) foot pole shall be supplied consisting of a two-piece sectional shaft. The pole shall be structurally strong enough to mount an 18" x 96" banner at the top and a decorative luminaire arm and bracket. The bottom piece of the sectional pole shall measure fourteen (14) foot and the top piece eight (8) foot. Each piece shall consist of twelve (12) individual flat flutes having a minimum wall thickness of .188" with internal gussets of a minimum .250" running the full length of each section. The top piece shall press-fit over a slip fitter type tenon which is welded to the bottom section. Additional attachment strength to be provided by screwing four (4) stainless steel setscrews through the top section to the slip fitter. The pole shall be structurally welded to a one (1) piece cast aluminum base. The base and pole shall be structurally reinforced with a bottom portion of the pole. Screwing four (4) stainless steel setscrews through the bottom section to the reinforcing sleeve shall further strengthen the attachment. Base shall incorporate a 9" x 7" x 5" hand hole for easy access for mounting and wiring. Ground screw shall be mounted on the inside of the base opposite of the hand hole. Base width to be 16" wide by 20.5" high for use with four (4) bolts 90° apart with a bolt circle range of 8" to 13". Entire assembly to be shot blasted clean prior to an antique bronze finish.

OTHER

- (a) Pole hardware shall be bundled in shipping crates or other approved shipping containers.
- (b) Pole height shall be as required to obtain the required over the road clearance as specified above. All material shall be warranted by the Manufacturer against defects in material and labor for a period of not less than one (1) year.
- (c) Poles, mast arms and mounting hardware furnished under this Specification shall be the same as those that have been installed and field tested in geographical areas where the wind loading meets or exceeds that estimated to exist by the US Weather Bureau 50 year mean Recurrence intervals for Louisville, Kentucky. Additionally, wind tunnel test data shall be used to determine the pole and mast arm strength requirements consistent with the loading described for each unit described within these Specifications.

DELIVERY

All material including documentation shall be delivered pre-paid, insured to:

Louisville-Jefferson County Metro Government
 Department of Public Works
 Electrical Maintenance
 636 E. Gray Street
 Louisville, KY 40202

Deliveries shall be made between the hours of 9:00 AM and 3:00 PM, Monday through Friday, and with notification to Electrical Maintenance at (502) 574-3261 at least twenty-four (24) hours in advance.

QUALITY ASSURANCE – ACCEPTANCE TESTING

All equipment designs proposed by the successful bidder shall be subjected to an initial order environmental and operational performance acceptance test certified by the Manufacturer. Prior to delivery all equipment shall be subjected to a pre-delivery test. The initial order shall demonstrate that the material and fabricated assemblies comply with the requirements of the technical specifications. Wind tunnel or other laboratory tests shall be conducted or certification by the Manufacturer must be made that the identical items were previously successfully tested and that the items meet or exceed the test requirements. The tests must be completed without failure of any component or performance parameter. Performance parameter is described as down weight loads, horizontal tension loads, wind loading and corrosion resistance to the elements.

The pre-delivery test shall include a visual inspection of the finished pole for defects in materials and workmanship. The Manufacturer shall certify that the pole or pole assembly is defect free prior to shipment to Louisville Metro. Both certifications, test requirements compliance and defect free, must accompany each order. Payments to the vendor shall be contingent upon receipt of this certification.

SUBMITTED BY:

Firm: ACCUSERV LIGHTING & EQUIPMENT
 By: Sandy Hines
 Title: VP/COO

Address:

3865 PRODUCE RD #208
LOUISVILLE KY 40218

Telephone:

502-961-0096

Fax:

502-961-0357

Date:

11/10/09

SECTION V

EVALUATION CRITERIA

The bids received pursuant to this Competitive Sealed Bid will be evaluated on the following selection criteria:

Single unit prices will be used in determining the total amount of the bid within the quantity ranges as indicated in the technical specifications. Metro Government shall have the right to order, at the unit price for each bid item, with the respective pricing, any quantity, during a twelve (12) month period. Prices for any bid items shall not be contingent upon the purchase of any other bid item included within this bid.

Proposals will be reviewed by a committee consisting of representatives from Louisville Metro Traffic Operations, Louisville Metro Planning and Design and the Electrical Maintenance Division.

