

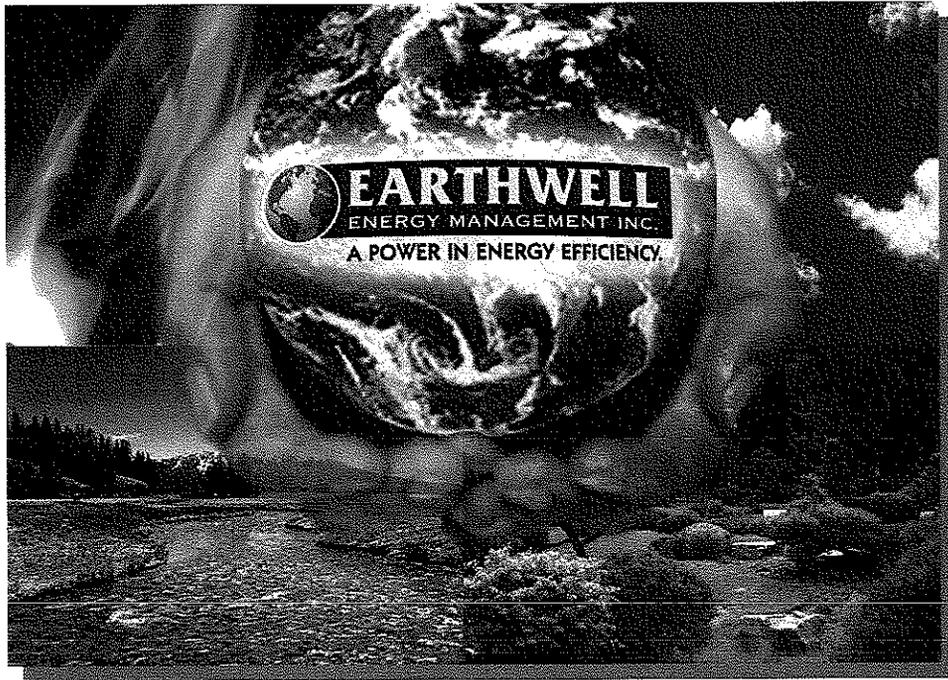


# Response to Request for Proposal

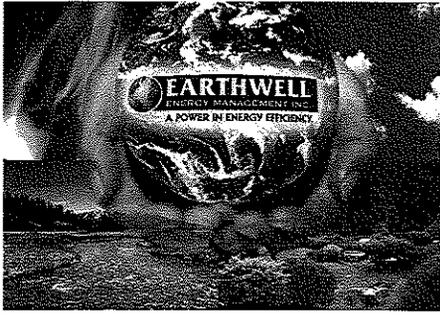
**Louisville / Jefferson Co. Metro Government**

**Bid Number: 1990**

**Solar Street Light Project, Louisville, KY**



**Earthwell Energy Management, Inc.**



**E  
A  
R  
T  
H  
W  
E  
L  
L**

<b>1</b>	<b>Invitation to Bid</b>
<b>2</b>	<b>Total Cost</b>
<b>3</b>	<b>Workscope</b>
<b>4</b>	<b>Schedule</b>
<b>5</b>	<b>Cost Breakdown</b>
<b>6</b>	<b>Installation</b>
<b>7</b>	<b>Model Specifications</b>
<b>8</b>	<b>References</b>
<b>9</b>	<b>Additions</b>
<b>10</b>	



# Request For Proposal

Louisville/Jefferson Co Metro Government

**Bid Number:** 1990

**Revision:** 0  
**Date:** 25-JAN-10

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:** 23-FEB-10

# Description

- 1 Request for Proposal a Price Contract for Louisville Metro to provide a portion of their requirements for the Solar Street Lighting Project for a twelve month period per the attached specifications.

MANDATORY PRE-BID  
TUESDAY FEBRUARY 9, 2010  
2:00PM  
Purchasing Department  
611 West Jefferson St  
Purchasing Conference Room (mezzanine level)

DELIVERY TIME: \_\_\_\_\_  
(# of days A.R.O.)

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.

UNSIGNED BIDS WILL NOT BE CONSIDERED

FIRM NAME: Earthwell Energy Management, Inc.  
OFFICIAL'S SIGNATURE: [Signature]  
ADDRESS: 1831 Plantside Dr.  
Louisville, Ky. 40299  
PHONE: (502) 587-8447  
DATE: 2/22/10



# Request For Proposal

Bid#: 1990

Louisville/Jefferson Co Metro Government

## 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. Renewal is contingent upon funding source being secured for future years.

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.

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.

**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) 587-8272.

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:

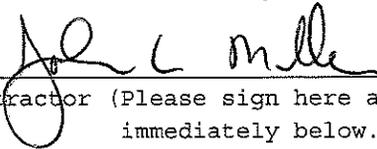
Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

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.

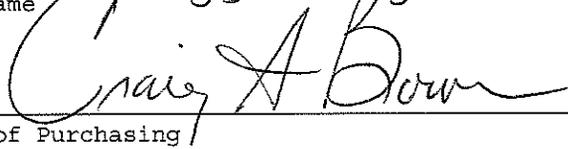
Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

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**

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

Earthwell Energy Management, Inc.  
Company Name

  
Director of Purchasing

Contract Term:  
Effective: 4-1-10  
Expires: 3-31-11

Items Covered:  
All: \_\_\_\_\_  
See Attached: \_\_\_\_\_

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

Are you a Disadvantaged Business Enterprise (DBE) and need bonding assistance for projects funded by the U.S. Department of Transportation(DOT) and its affiliates? For more information, visit <http://www.dot.gov/recovery/ost/osdbu/index.htm> or contact Devera Redmond at (202) 366-6397 or email [devera.redmond@dot.gov](mailto:devera.redmond@dot.gov).

All materials submitted in response to the solicitation document will become the property of Metro. One copy of a submitted proposal will be retained for official files and will become public record. Any material that a vendor considers as confidential, but does not meet the disclosure exemption requirements of the Kentucky Open Records Act (ORA), should not be included in the vendor's proposal, as it may be made available to the public.

If a vendor's proposal contains materials noted or marked as confidential and/or proprietary that, in Metro's sole opinion, meets the disclosure exemption requirements of the ORA, then that information will not be disclosed pursuant to a written request for public documents. If Metro does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its proposal because such information may be disclosed to the public.

Bidder agrees to pay all subcontractors, including but not limited to, all MFHBE and DBE vendors promptly.

Bidder's DUNS Number [REDACTED]

If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>

**The Metro Government and Bidder shall comply with *Title VI of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and Section 504 of the *Rehabilitation Act of 1973* (29 U.S.C. § 701) and the *Kentucky Equal Employment Act 1978* (K.R.S. § 45.550 to 45.640) and the *Americans with Disabilities Act* (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this bid or any contracting resulting from it on the basis of race, color, age, religion, sex, disability, or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this bid or resulting contract.**

**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 GET 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 FAILING TO MEET THE MFHBE GOALS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION** (Failure to timely submit Form GFE-2 by Bidders who did not meet the MFHBE goals on GFE-1 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 who did not meet the MFHBE goals (as presented on GFE-1) shall submit Form GFE-2 with 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 Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202  
502-574-3631 phone • 502-574-3577 fax • 502-574-4332 TDD



1/26/2010



Louisville Jefferson County  
Metro Government

**Public Works & Assets**  
**Solar Street Lighting Project**

Request for Proposal Number 1990

1/26/2010

## **TABLE OF CONTENTS**

### **REQUEST FOR PROPOSALS**

- I. Invitation and Instructions to Proposers**
- II. Required Federal Terms**
- III. Standard Terms & Conditions for Contracts and Grants Using ARRA Funds**
- IV. General Provisions**
- V. Hold Harmless Agreement**
- VI. General Specifications**
- VII. Proposal Form**

## SECTION I

### INVITATION AND INSTRUCTION TO PROPOSERS

1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting proposals for the **Solar Street Lighting Project**. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals using the competitive negotiation process under KRS 45A.370.

Metro Government finds that a purchase through competitive negotiation is necessary because:  
(check one of the reasons below)

- (a) Specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.
- (b) Sealed bidding is inappropriate because the available sources of supply are limited.
- (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.
- (d) Sealed bidding is inappropriate because the price is regulated by law.
- (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.
- (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower than the lowest rejected bid by any responsible bidder.

Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Where it can clearly be demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item an award may be made on the basis of the original submitted proposals. Sealed proposals will be received at the office of, until 3:00 PM February 23, 2010, 611 West Jefferson Street, Mezzanine Level, Louisville Kentucky, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

Proposals received after the 3PM deadline on February 23, 2010 will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed to:

**Christy Dooley**  
**Department of Public Works & Assets**  
**502-574-5924 (Fax)**  
**[christy.dooley@louisvilleky.gov](mailto:christy.dooley@louisvilleky.gov)**

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 RFP is prohibited and shall be cause for disqualification of the Proposer. No questions or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date as stated in the cover letter.

Careful attention must be paid to all requested items contained in this Request for Proposal (RFP). Proposers are invited to submit proposals in accordance with the requirements of this

RFP. Please read the entire package before bidding. Proposers shall make the necessary entry in all blanks provided for the responses. The submitted proposal shall be firm for an acceptance period of ninety (90) days from the date of the RFP opening.

Proposals submitted shall be for a firm, fixed price unless stated otherwise in the specifications.

The entire set of documents constitutes the RFP. The proposer must respond in total and in the same numerical order in which the RFP was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All notes, exceptions, 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 proposals shall be returned in a sealed envelope with RFP number and opening date stated on the outside of the envelope.

By submitting a Proposal, the proposer acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFP document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Proposal to the proposer hereunder unless otherwise agreed to in writing by the Metro Government. 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. Purchase or sales agreements, supplied by the proposer, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this RFP, 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 Proposal Opening: Sealed proposals will be accepted in accordance with the instructions detailed in section 1.0. The opening is open to the public. The Proposer shall file all documents necessary to support its proposal and include them with its proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

## 1.2 PUBLIC WORKS ACT

A. Wage and Hour Acts. In performing the work, the Contractor and Subcontractors are required to comply with the wage and hour requirements prescribed by KRS 337.505- 337.550.

B. Payment. The Contractor and Subcontractor shall pay all laborers, workmen and mechanics performing work under this contract not less than the wages set forth in the prevailing wage schedule, incorporated as part of the Bid and Contract Documents, as determined by the Kentucky Department of Labor in accordance with

provisions of KRS 337.505 through KRS 337.550. The designated wage rates represent minimum allowable rates of pay and shall not be construed to mean that higher rates may not have to be paid in order to secure labor. Thus, differences between designated wage rates and actual wage rates shall not be an appropriate basis for adjustment of the contract sum.

- C. **Prevailing Wage Rates.** The current version of the applicable prevailing wage rates have been issued with this Bid Document. The prevailing wage rates, set forth in the wage determination, are determined by the Kentucky Department of Labor in accordance with provisions contained in KRS 337.505 through KRS 337.550. Any Contractor or Subcontractor found to be in violation of any provisions of KRS 337.505 to 337.550 by the Commissioner of the Department of Labor and upon notification to the Vice President for Administrative Services Fiscal Affairs and the Secretary of the Finance and Administration Cabinet, the Secretary of the Finance and Administration Cabinet shall declare the offending Contractor ineligible to bid on public works until such time the Contractor is in substantial compliance as determined by the Commissioner of Labor.



**Steven L. Beshear**  
Governor

**Daniel Mongiardo**  
Lieutenant Governor

**KENTUCKY LABOR CABINET**  
DEPARTMENT OF WORKPLACE STANDARDS  
DIVISION OF EMPLOYMENT STANDARDS,  
APPRENTICESHIP & MEDIATION

1047 US Hwy 127 S - Suite 4  
Frankfort, Kentucky 40601  
Phone: (502) 564-3534  
Fax: (502) 696-1897  
[www.labor.ky.gov](http://www.labor.ky.gov)

**J. R. Gray**  
Secretary

**Mark S. Brown**  
Deputy Secretary

**Michael L. Dixon**  
Commissioner

December 29, 2009

CHRISTY DOOLEY  
LOU METRO GOVT  
444 S 5TH ST - STE 400  
LOUISVILLE KY 40202

Re: LOUISVILLE METRO GOVT, SOLAR STREET LIGHTS

Advertising Date as Shown on Notification: January 5, 2010

Dear CHRISTY DOOLEY:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 4-12, dated October 26, 2009 for JEFFERSON County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 056-H-01978-09-4, Heavy/Highway

Sincerely,

Michael L. Dixon  
Commissioner

KENTUCKY LABOR CABINET  
PREVAILING WAGE DETERMINATION  
CURRENT REVISION  
LOCALITY NO. 12

JEFFERSON COUNTY

Determination No. CR-4-012 2009

Date of Determination: October 26, 2009

**PROJECT 056-H-01978-09-4  
HEAVY/HIGHWAY**

This schedule of the prevailing rate of wages for Jefferson County has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-4-012 2009.

Apprentices shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

Welders will receive rate for craft in which welding is incidental.

NOTE: The type of construction shall be determined by applying the following definitions:

BUILDING CONSTRUCTION

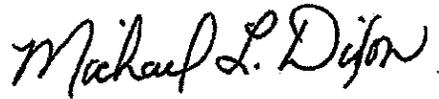
Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

HIGHWAY CONSTRUCTION

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.

A handwritten signature in black ink that reads "Michael L. Dixon". The signature is written in a cursive style with a large initial "M".

---

Michael L. Dixon, Commissioner  
Department of Workplace Standards  
Kentucky Labor Cabinet

Determination No. CR-4-012 2009  
October 26, 2009

**ASBESTOS/INSULATION WORKERS:**

Asbestos/Insulation Workers: (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems):

BASE RATE \$24.41  
 FRINGE BENEFITS 9.81

Hazardous Material Handlers: (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems):

BASE RATE \$20.75  
 FRINGE BENEFITS 8.55

**BOILERMAKERS:**

BASE RATE \$34.54  
 FRINGE BENEFITS 15.47

**BRICKLAYERS:**

Bricklayers, Caulkers, Cleaners, Pointers & Stone Masons:

BASE RATE \$24.11  
 FRINGE BENEFITS 9.97

Layout Man & Saw Man: BUILDING

BASE RATE \$24.36  
 FRINGE BENEFITS 9.97

Refractory & Acid Brick: BUILDING

BASE RATE \$24.61  
 FRINGE BENEFITS 9.97

Marble Setters, Terrazzo Workers & Tile Setters:  
 BUILDING

BASE RATE \$22.64  
 FRINGE BENEFITS 6.05

Marble, Terrazzo & Tile Finishers:  
 BUILDING

BASE RATE \$15.42  
 FRINGE BENEFITS 5.37

**CARPENTERS:**

Carpenters: BUILDING

BASE RATE \$21.64  
 FRINGE BENEFITS 11.45

Piledrivermen: BUILDING

BASE RATE \$21.89  
 FRINGE BENEFITS 11.45

Carpenters: HEAVY & HIGHWAY

BASE RATE \$24.84  
 FRINGE BENEFITS 10.23

Piledrivermen: HEAVY & HIGHWAY

BASE RATE \$25.09  
 FRINGE BENEFITS 10.23

Divers: HEAVY & HIGHWAY

BASE RATE \$37.64  
 FRINGE BENEFITS 10.23

**CEMENT MASONS/CONCRETE FINISHERS:**  
 BUILDING

BASE RATE \$20.40  
 FRINGE BENEFITS 8.25

**ELECTRICIANS:**

Electricians: BASE RATE \$28.30  
 FRINGE BENEFITS 12.55

**ELECTRICIAN/LINE CONSTRUCTION (BUILDING):**

Cable Splicer: BASE RATE \$26.86  
 FRINGE BENEFITS 10.27

Equipment Operator A: John Henry Rock Drill,  
 D6 (or equivalent) and above, Trackhoe Digger,  
 Cranes (greater than 25 tons and less than 45 tons) BASE RATE \$23.72  
 FRINGE BENEFITS 9.69

Equipment Operator B: Cranes (6-25 tons), Backhoes,  
 Road Tractor, Dozer up to D5, Pressure Digger-Wheeled  
 Or Tracked, all Tension Wire Stringing Equipment BASE RATE \$21.09  
 FRINGE BENEFITS 9.20

Equipment Operator C: Trencher, Vibratory Compactor,  
 Ground Rod Driver, Boom Truck (6 tons or below), Skid  
 Steer Loaders BASE RATE \$17.13  
 FRINGE BENEFITS 8.47

Groundmen: BASE RATE \$19.77  
 FRINGE BENEFITS 8.96

Linemen and Technician BASE RATE \$26.36  
 FRINGE BENEFITS 10.18

**Cranes 45 tons or larger to be paid 100% of journeyman lineman's rate.**

**ELEVATOR MECHANICS:**

BASE RATE \$35.71  
 FRINGE BENEFITS 18.285

**GLAZIERS:**

BASE RATE \$25.18

**IRONWORKERS:**

Structural, Ornamental, Reinforcing, & Precast Concrete Erectors:  
 BASE RATE \$24.78  
 FRINGE BENEFITS 17.04

**LABORERS/BUILDING:**

**GROUP 1:**

General, Carpenter Tender, Cement Finisher Tender, Placing of Concrete, Wrecking of Buildings, Hand Digging & Hand Backfilling of Ditches, Clearing of Rights-of-Way & Building Sites, Curing of Concrete, Application Hardener, Handling of Chemically Treated Lumber, Installing of Wood Sheeting & Shoring, Signal Laborer, Concrete Bucket & Masonry work, Cleaning & Moving of General Purpose Materials, General Cleanup of Scrap & Debris:

BUILDING	*BASE RATE	\$17.47
	FRINGE BENEFITS	7.68

**GROUP 2:**

Mason Tender, Side Rail Setter (Metal), Stackman, Fork Lift Operator (Masonry & Plastering Contractors Only), Power Driven Georgia Buggy, Chain Saw, Vibrator Operator, Mesh Handler, Power Tools (Air, Diesel, Electric, Gasoline), Wagon Drill, Pipe Layer, Wall Man, Treatment of Exposed Concrete (Chip, Bush Hammer & Rub), Concrete Saw, Gasoline Tamper Machine, Walk Behind Trenching Machine, Burner Man, Joint Maker, & Asphalt Raker & Mobile Sweeper:

BUILDING	*BASE RATE	\$17.67
	FRINGE BENEFITS	7.68

**GROUP 3:**

Air Track Driller, Introflax Burning Rod, Gunnite Nozzle Man Operator, Sewer, Tunnel Laborer (Free Air), & Sand Hog or Mucker (Free Air):

BUILDING	*BASE RATE	\$17.87
	FRINGE BENEFITS	7.68

**GROUP 4:**

Holeman Drilled Piers, Augered Caissons, Sand Miner (Tunnel Free Air), Caisson Workers, & Powderman:

BUILDING	*BASE RATE	\$18.47
	FRINGE BENEFITS	7.68

**GROUP 5:**

Tunnel Person & Tunnel Miner (Pressure & Free Air), Environmental Worker, Toxic & Hazardous Waste, Asbestos Removal:

BUILDING	*BASE RATE	\$18.97
	FRINGE BENEFITS	7.68

\* Free Hanging Scaffold above 30' receives \$.25 Premium on all of the above

**LABORERS/HEAVY HIGHWAY**

**GROUP 1:**

Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental – Nuclear, Radiation, Toxic & Hazardous Waste – Level D; Flagger; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Form; General Cleanup:

HEAVY & HIGHWAY	BASE RATE	\$20.51
	FRINGE BENEFITS	9.75

**LABORERS/HEAVY HIGHWAY (continued)**

**GROUP 2:**

Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental – Nuclear, Radiation, Toxic & Hazardous Waste – Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; & Wagon Driller:

HEAVY & HIGHWAY	BASE RATE	\$20.76
	FRINGE BENEFITS	9.75

**GROUP 3:**

Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditch; Screw Operator; Tunnel (Free air); & Water Blaster:

HEAVY & HIGHWAY	BASE RATE	\$20.81
	FRINGE BENEFITS	9.75

**GROUP 4:**

Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized:

HEAVY & HIGHWAY	BASE RATE	\$21.41
	FRINGE BENEFITS	9.75

**MILLWRIGHTS:**

BASE RATE	\$24.18
FRINGE BENEFITS	15.64

**OPERATING ENGINEERS/BUILDING:**

**CLASS A:**

Auto Patrol, Batcher Plant, Bituminous Paver, Cableway, Central Compressor Plant, Clamshell, Concrete Mixer (1 cu. ft. or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching & Trenching Machine, Dragline, Dredge Operator, Dredge Engineer, Elevating Grader & Loader, Hoe Type Machine, Hoist (1 drum when used for stack or chimney construction or repair), Hoisting Engine (2 or more Drums), Locomotive, Motor Scrapper, Carry-All Scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver, Power Blade, Motor Grader, Roller (Bituminous), Scarifier, Shovel, Tractor Shovel, Truck Crane, Winch Truck, Push Dozer, Highlift, Boom Cat, Core Drill, Hopto, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Gradeail, Hoist, Hyster, Pumpcrete, Ross Carrier, Boom, Tail Boom, Rotary Drill, Hydro Hammer, Mucking Machine, Rock Spreader (Attached to Equipment), Scoopmobile, KeCal Loader, Tower Crane (French, German & Other Types), Hydrocrane, Backfiller, Gurry, Subgrader, Tunnel Mining Machine, including Moles, Shield or similar types of Tunnel Mining Equipment, & Forklift (Regardless of Lift Height):

BUILDING	*BASE RATE	\$23.60
	FRINGE BENEFITS	12.65

\*Crane with boom 150 feet and over, including jib, shall receive \$.50 above Base Rate;

**OPERATING ENGINEERS/BUILDING: (continued)**

**CLASS B:**

Air Compressor (Over 900 CFM), Bituminous Mixer, Joint Sealing Machine, Concrete Mixer (Under 21 cu. ft.), Form Grader, Roller (Rock), Tractor (50 H.P. & Over), Bull Float, Finish Machine, Outboard Motor Boat, Flexplane, Fireperson, Boom Type Tamping Machine, Greaser on Grease Facilities Servicing Heavy Equipment, Switchman or Brakeman, Whirley Oiler, Self-Propelled Compactor, Tractair & Road Widening Trencher & Farm Tractor with attachments (Except Backhoe, Highlift, & End Loader), Elevator, Hoisting Engineer (1 drum or Buck Hoist, Firebrick Masonry Excluded), Well Point, Grout Pump, Throttle Valve Person, Tugger, & Electric Vibrator Compactor:

BUILDING	BASE RATE	\$20.11
	FRINGE BENEFITS	12.65

**CLASS C:**

Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Roller (Earth), Tamping Machine, Tractor (Under 50 H.P.), Vibrator, Oiler, Concrete Saw, Burlap & Curing Machine, Truck Crane Oiler, Hydro Seeder, Power Form Handling Equipment, Deckhand Steersman, & Hydraulic Post Driver:

BUILDING	BASE RATE	\$18.59
	FRINGE BENEFITS	12.65

**OPERATING ENGINEERS/HEAVY HIGHWAY:**

**CLASS A:**

A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-all Scoop; Carry Deck Crane; Central Compressor Plant; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment:

HEAVY & HIGHWAY	*BASE RATE	\$24.60
	FRINGE BENEFITS	12.65

**CLASS B:**

Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (when used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 HP or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler:

HEAVY & HIGHWAY	*BASE RATE	\$22.18
	FRINGE BENEFITS	12.65

**OPERATING ENGINEERS/HEAVY HIGHWAY: (continued)**

**CLASS B2:**

All Off Road Material Handling Equipment, Including Articulating Dump Truck; Greaser on Grease Facilities servicing Heavy Equipment:

HEAVY & HIGHWAY	*BASE RATE	\$22.56
	FRINGE BENEFITS	12.65

**CLASS C:**

Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steersman; Tamping Machine; Tractor (Under 50 HP); & Vibrator:

HEAVY & HIGHWAY	*BASE RATE	\$21.92
	FRINGE BENEFITS	12.65

\*Cranes with booms 150 ft. & over (including jib) \$1.00 premium. Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

-----

**PAINTERS:**

Brush, Roller, Drywall Finisher & Paperhanger:

BASE RATE	\$18.50
FRINGE BENEFITS	9.84

Spray, Sandblast, Waterblast (4000 PSI and above), Fireproofing & Lead Abatement:

BASE RATE	\$19.50
FRINGE BENEFITS	9.84

Sign Painter & Erector:

BUILDING

BASE RATE	\$17.57
FRINGE BENEFITS	4.55

-----

**PLUMBERS & PIPEFITTERS:**

BASE RATE	\$30.00
FRINGE BENEFITS	14.17

-----

**ROOFERS** (excluding metal roofs):

BASE RATE	\$20.78
FRINGE BENEFITS	7.05

-----

**SHEETMETAL WORKERS** (including metal roofs):

BASE RATE	\$27.86
FRINGE BENEFITS	14.46

-----

**SPRINKLER FITTERS:**

BASE RATE	\$29.50
FRINGE BENEFITS	14.80

-----

**TRUCK DRIVERS/BUILDING:**

3 Tons & Under, Greaser, Tire Changer, & Mechanic Tender:  
 BUILDING \*BASE RATE \$19.57  
 FRINGE BENEFITS 12.17

Over 3 Tons, Semi-Trailer or Pole Trailer, Dump Tandem Axles, Farm Tractor (When used to pull building material & equipment):  
 BUILDING \*BASE RATE \$19.68  
 FRINGE BENEFITS 12.17

Concrete Mixer (Hauling on jobsites), & Truck Mechanic:  
 BUILDING \*BASE RATE \$19.75  
 FRINGE BENEFITS 12.17

Euclids & Other Heavy Moving Equipment, Lowboy, Winch, A-Frame & Monorail Truck (To transport building materials):  
 BUILDING \*BASE RATE \$19.85  
 FRINGE BENEFITS 12.17

\* Work on Hazardous or Toxic Waste Sites - \$4.00 Premium

**TRUCK DRIVERS/HEAVY HIGHWAY:**

Mobile Batch Truck Tender: HEAVY & HIGHWAY BASE RATE \$16.57  
 FRINGE BENEFITS 7.34

Greaser, Tire Changer, & Mechanic Tender:  
 HEAVY & HIGHWAY BASE RATE \$16.68  
 FRINGE BENEFITS 7.34

Single Axle Dump & Flatbed, Semi-Trailer or Pole Trailer when used to pull building materials & equipment; Tandem Axle Dump; Distributor; Mixer, & Truck Mechanic:  
 HEAVY & HIGHWAY BASE RATE \$16.86  
 FRINGE BENEFITS 7.34

Euclid, Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat Truck & 5 Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Fork Lift Truck when used to transport building materials; & Drivers on Pavement Breaker:  
 HEAVY & HIGHWAY BASE RATE \$16.96  
 FRINGE BENEFITS 7.34

-----  
 END OF DOCUMENT  
 CR-4-012 2009  
 October 26, 2009

#### **1.4 WASTE STREAM**

A Waste Stream plan has been provided to the Department of Energy in accordance with ARRA guidelines, demonstrating that it has prepared a disposal plan for sanitary or hazardous waste generated by the proposed activities. The Contractor/Vendor is required to discard waste in accordance with the plan provided by Louisville Metro Government.

#### **1.5 REPORTING**

The attached Monthly Employment Report must be completed in its entirety and turned in with each billing. However, the reports must be submitted to Metro by the 5<sup>th</sup> day of each month for review. Other reports may be required as needed.

**ARRA MONTHLY EMPLOYMENT REPORT**

Louisville Metro Government

Construction Services

**SAMPLE**

Contractor/Consultant/Agency information				
1. Contractor/Consultant/Agency Name:	ABC Construction			
2. Address:	123 First Street, Louisville, KY. 40202			
3. DUNS Number	000000000000			
4. Name of Preparer:	Joe Sample			
5. Title of Preparer:	Chief Financial Officer			
Project Information				
6. Project Control Number:				000000
7. Federal-Aid Project Number	000000			
8. Contracting Agency:	Louisville Metro Government			
9. Project Location:	100 Louisville Way			
Payroll Information				
10. Payroll Report Month				5/2009
11. Date Prepared:				6/4/2009
DBE Payments				
12 Total DBE Payments Made:				\$12,200.00
Prime Contractor/Consultant/Agency Monthly Employment Data				
	(A) Employees Created/Employees Retained	(B1) Hours Created	(B2) Hours Retained	(C) Payroll
13. Prime/Consultant/Agency Employment:	5/0	200	0	11,875
Subcontractor Monthly Employment Data				
	(A) Employees Created/Employees Retained	(B1) Hours Created	(B2) Hours Retained	(C) Payroll
14. Subcontractor/Subconsultant Name:				
XYZ Excavation Co.	0/3	0	144	3,168
EZ Pavement Marking	0/2	0	40	812
<b>Monthly Grand Totals:</b>	10	200	184	15,855
<p><b>Narrative of Employee Jobs Created/Retained: ABC Construction retained 5 jobs due to this ARRA funded project. 1 Construction Manager, 1 Concrete Site Superintendent, 1 Demolition Superintendent and 2 laborers were employed.</b></p>				

## Coding Instructions

1. **Contractor Name:** The name of the Prime Contractor, Consultant or Agency.
2. **Address:** The address of the Prime Contractor, Consultant or Agency.
3. **DUNS number:** This is your Company or Agency identification number provided by Dun & Bradstreet, Inc. This identification number is required for all Prime Contractors, Consultants and Agencies. Information on acquiring this number for no charge is available here: <http://www.dnb.com/us/>
4. **Name of Preparer:** Indicate the person responsible for preparation of the form. By completing the form the person certifies that they are knowledgeable of the hours worked and employment status for all the employees. Contractors, Consultants, Agencies and their subcontractors and subconsultants are responsible to maintain data to support the employment form and make it available to Louisville Metro Government should they request supporting materials.
5. **Title of Preparer:** Company title of the person responsible for preparation of the form.
6. **Project Control Number (PCN):** The project identification code for each Project. Project Control Numbers are five digit numbers shown next to each Federal-Aid Project number on the Proposal cover page.
7. **Federal Aid Project Number:** The Federal-Aid Project Number shown on the Proposal cover page.
8. **Contracting Agency:** The owner of the Project. The owner of the Project is entity that signs the Contract in the Proposal as the owner.
9. **Project Location:** The location of the project. This information is provided on the Proposal cover sheet.
10. **Payroll Report Month:** The month and year covered by the report, as *mm/yyyy* (e.g. "May 2009" would be coded as "05/2009").
11. **Date Prepared:** The date when the employment report was completed by the Preparer.
12. **Total DBE Payments Made:** Cumulative actual dollars paid to DBE's for labor, materials, equipment, etc., from the start of the project. Include payments to all DBEs, included payments to DBE's on ARRA-funded projects that had no DBE goal or commitment.
13. **Prime Contractor/ Consultant/ Agency Monthly Employment Data:** Report the direct, on-the-project jobs for their workforce during the reporting month. These jobs include employees actively engaged in projects who work on the jobsite, in the project office, in the home office or telework from a home or other alternative office location. Include any engineering personnel, inspectors, sampling and testing technicians employed by the Contractor, Consultant, or Agency performing work directly in support of the ARRA funded project. Do not include material suppliers such as steel, culverts, guardrail, and tool suppliers.
  - a. **Employees:** The number of project employees on the Contractor, Consultant or Agency workforce for the report month.
    - a. **Employee Jobs Created** means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act).
    - b. **Employee Jobs Retained** means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act).
  - b. **Hours:** The total hours on the specified project for all employees reported on the Contractor, Consultant or Agency workforce for the report month.
  - c. **Payroll:** The total dollar amount of gross wages paid by the Contractor to employees on the specified project. Do not include overhead, vacation, benefit or any other indirect payroll cost.

**14. Subcontractor Monthly Employment Data:** The name of each subcontractor or subconsultant that was active on the project for the reporting month. For each subcontractor entry, report the Employees, Hours and Payroll information as defined above for Prime Contractors and Consultants.

**15. Narrative of Employee Jobs Created or Retained:** Provide a brief description of the types of jobs created and a narrative description of the employment impact to your firm.

**16. Timeliness of Reports:** ARRA Monthly Employment Reports are due at the end of the third day of the prior month for which work was performed. For example, January's Monthly Employment Report is due February 3. If the third business day is not a weekday, then the report is due on the next business day.

## **1.6 BILLING**

Contract shall provide itemized billing, separated by completed work item and location. These bills shall be submitted monthly for all work performed during that month. Bills should be submitted by the 5<sup>th</sup> of each month.

## SECTION II

### REQUIRED FEDERAL TERMS

Per 10 CFR 600.236:

1. Contractor agrees to provide the Purchaser, the United States Department of Energy Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the U.S. Department of Energy, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
3. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.
4. Clean Water –
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the Department of Energy and the appropriate EPA Regional Office.
  - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the United States Department of Energy.
5. Clean Air –
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the U.S. Department of Energy and the appropriate EPA Regional Office.
  - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Justice.
6. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.
7. Copyrights –
  - a. The United States Department of Energy reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
    - i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
    - ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
8. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:
  - a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Metro Government and Contractor agree to take actions necessary to

- provide immediate notice and a detailed report to the party at a higher tier until the United States Department of Energy is ultimately notified.
- b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Metro Government and the Contractor agree to take the necessary actions to provide, through the United States Department of Energy, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
  - c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the United States Department of Energy.
9. The Contractor agrees that the reporting requirements contained in 10 CFR 600.240 and 600.241 apply to this Contract and further agrees to abide by any of the requirements therein applicable to it.
  10. This contract is a covered transaction for purposes of 29 CFR Part 98. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 29 CFR 98.995, or affiliates, as defined at 29 CFR 98.905, are excluded or disqualified as defined at 29 CFR 98.940 and 98.945.

The contractor is required to comply with 29 CFR 98, Subpart C and must include the requirement to comply with 29 CFR 98, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by The United States Department of Energy. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the United State Department of Energy, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## SECTION III

### STANDARD TERMS AND CONDITIONS FOR CONTRACTS AND GRANTS USING ARRA FUNDS

*Revised August 14, 2009*

#### **PREAMBLE**

*To the extent that this contract or grant involves the use of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("ARRA") funds, the following terms and conditions apply.*

*For the purposes of applying these terms and conditions, the following definitions apply:*

- I. A "prime recipient" is a non-Federal entity that receives Recovery Act funding as Federal awards in the form of grants, loans, or cooperative agreements directly from the Federal government.*
- II. A "subrecipient" is a non-Federal entity that expends Federal awards received from another entity to carry out a Federal program but does not include an individual who is a beneficiary of such a program.*
- III. A "vendor" is defined as a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. Prime recipients or subrecipients may purchase goods or services needed to carry out the project or program from vendors. Vendors are not awarded funds by the same means as subrecipients and are not subject to the terms and conditions of the Federal financial assistance award.*

*The vendor or subrecipient specifically agrees to comply with each of the terms and conditions contained herein.*

*The vendor or subrecipient understand and acknowledges that the federal stimulus process is evolving and that new requirements for ARRA compliance may still be forthcoming from federal government, the Commonwealth of Kentucky and the Louisville/Jefferson County Metro Government ("Metro Government"). Accordingly, the subrecipient/vendor specifically agrees that both it and any subgrantees/subcontractors will comply with all such requirements during the contract period.*

#### **AVAILABILITY OF FUNDING**

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

#### **BUY AMERICAN REQUIREMENT (IF APPLICABLE)**

Vendor/subrecipient agrees that in accordance with ARRA, Section 1605, neither vendor/subrecipient or its subcontractors/subgrantees will use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are

**STANDARD TERMS AND CONDITIONS FOR  
CONTRACTS AND GRANTS USING ARRA FUNDS**

*Revised August 14, 2009*

produced in the United States in a manner consistent with United States obligations under international agreements. The vendor/subrecipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

**CONFLICTING REQUIREMENTS**

Vendor/subrecipient agrees that, to the extent ARRA requirements conflict with Commonwealth of Kentucky and Metro Government requirements, the ARRA requirements shall control.

**FALSE CLAIMS ACT**

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

**ENFORCEABILITY**

Vendor/subrecipient agrees that if the vendor/subrecipient or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the Metro Government may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Metro Government under all applicable state and federal laws.

**INSPECTION OF RECORDS**

Vendor/subrecipient agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of vendor/subrecipient or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

**PROHIBITION ON USE OF ARRA FUNDS**

Vendor/subrecipient agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

**REPORTING REQUIREMENTS**

**STANDARD TERMS AND CONDITIONS FOR  
CONTRACTS AND GRANTS USING ARRA FUNDS**

*Revised August 14, 2009*

Pursuant to Section 1512 of the ARRA, entities receiving ARRA funds must submit reports to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below.

Accordingly, each subrecipient agrees to provide the Metro Government with the following information in a timely manner:

- a. Subrecipient's DUNS number;
- b. Award number or other identifying number assigned by the prime recipient;
- c. The total amount of ARRA funds received by subrecipient during the reporting period;
- d. The amount of ARRA funds that were expended or obligated during the reporting period;
- e. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
  - i. the name of the project or activity;
  - ii. a description of the project or activity;
  - iii. an evaluation of the completion status of the project or activity; and
  - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
  - v. the primary place of performance of the subaward, including the city, state, congressional district and country;
  - vi. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- f. Any other information reasonably requested by the Metro Government or required by state, local or federal law or regulation.

Each vendor must supply their DUNS number and an estimate of the number of jobs created and number of jobs retained as a result of the award of ARRA funds.

OMB Memorandum M-09-21 dated June 22, 2009 outlines the standard data elements and federal implementation guidance for use in complying with the reporting requirements under Section 1512 of the ARRA.

**SEGREGATION OF FUNDS**

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

**SUBCONTRACTOR/SUBGRANTEE REQUIREMENTS**

**STANDARD TERMS AND CONDITIONS FOR  
CONTRACTS AND GRANTS USING ARRA FUNDS**

*Revised August 14, 2009*

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

**WAGE REQUIREMENTS (IF APPLICABLE)**

Vendor/subrecipient agrees that, in accordance with Section 1606 of the ARRA, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Kentucky, and therefore in Metro Louisville as well, are located at: <http://www.gpo.gov/davisbacon/ky.html>

**WHISTLEBLOWER PROTECTION**

Vendor/subrecipient agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Vendor/subrecipients of ARRA funds, including the Metro Government, and all contractors and grantees of the Metro Government, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds.

Vendor/subrecipient agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

**Please disregard any reference in the RFP to this being a “bid”. This is a Request for Proposals.**

**SECTION IV**

**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 RFP may be grounds for disqualification.
- 2.3 Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer 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 proposal.
- 2.5 Proposal Reservations: Metro Government reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. Metro Government may consider any alternative proposal that meets its basic needs.
- 2.6 Liability: Metro Government is not responsible for any cost incurred by a proposer in the preparation of proposals.
- 2.7 Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by Metro Government prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal".
- 2.8.1 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.
- 2.10 Bribery Clause: By his/her signature on the bid, Proposer 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.
- 2.11 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the proposer's response Additional

documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.

- 2.12 Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 2.13 Agreement to Bid Terms: In submitting this proposal, the proposer agrees that proposer has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer 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 proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 2.14.1 Cancellation: If the services to be performed hereunder by the proposer 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 proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer 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.

- 2.15 Assignment of Contract: The Proposer 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.
- 2.16 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.
- 2.17 Authority to do Business: The proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing and have full legal capacity to provide the services specified under this Contract. The Proposer 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 Proposer to enter into this Contract. The proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested 11/21/2005. All proposals must be signed by a duly authorized officer, agent or employee of the proposer.
- 2.18 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.
- 2.19 Ability to Meet Obligations: Proposer affirmatively states that there are no actions, suits or proceedings of any kind pending against proposer or, to the knowledge of the proposer, threatened against proposer 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 proposer 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.

**RFP 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 Proposals.**

**Include this page in your response to this RFP**

Firm: Earthwell Energy Management, Inc.  
 By: John Miller  
 Title: President  
 E-Mail Address: johnny.miller@earthwell.cc  
 Address: 1831 Plantside Dr.  
Louisville, Ky. 40299  
 Telephone: 502-587-8447  
 Fax: 502-587-8272  
 Date: February 22, 2010  
 Louisville/Jefferson County Metro Revenue Commission Number: [REDACTED]  
 Federal ID Number: [REDACTED]  
 DUNS Number: [REDACTED]

If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>

Bidder must be registered as a vendor in the federal Central Contractor Registration (CCR). The online registration is at [www.ccr.gov](http://www.ccr.gov). Is the bidder registered in CCR? Yes  No

Non-collusion Statement: By my signature below, I, individually and as an agent for the bidder responding to this Request for Bids, certify that neither I, nor the business entity for which I am an agent, nor any other agent for that business entity, have entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this submitted bid. I understand that failure to submit this statement as part of the bidding documents shall make this bid nonresponsive and therefore not eligible for award consideration.

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



## SECTION V

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

#### I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor 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 Contractor's (or Contractor'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 award of contract and commencing work, Contractor 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). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. **The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved 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).** *The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.*

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. 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
    - c. Contractual Liability
    - d. Broad Form Property Damage
    - e. Independent Contractors Protective Liability
    - f. Personal Injury
  2. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
  3. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

### 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 Contractor 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 prior to 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. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government Department of Purchasing at least 30 days prior to the expiration of any policy(s).
- B. Certificates of Insurance as required above shall be furnished, as called for:

1. No later than five (5) days after the successful bidder is notified of award by the Division of Purchasing to:

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Purchasing Division  
611 West Jefferson Street  
Louisville, Kentucky 40202

- C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor 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 Contractor 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 Contractor.

## SECTION VI

### GENERAL SPECIFICATIONS SOLAR STREET LIGHT PROJECT LOUISVILLE, KY

#### 1. GENERAL

Louisville-Jefferson County Metro Government, Public Works & Assets Department, is accepting proposals for the purchase and installation of Solar Street Lights in Louisville, Kentucky. The scope of work, budget, time schedule and selection process is included later in this RFP. The responders should provide evidence of experience related to the scope of work described in this RFP.

The owner's project manager will be a representative of Louisville Metro Public Works & Assets Department. The review committee will include members of the project team and a representative of the Louisville/Jefferson County Metro Purchasing Department.

#### 2. PROJECT DESCRIPTION

This project is for the purchase and installation of solar powered street lights for locations to be determined, in Louisville's urban and suburban public areas where there is a need for lighting and where no electric infrastructure exists. Projects included within this scope will be to furnish solar powered street lights to be installed at school and public transit bus stops and at poorly lit public areas in the Louisville Metro area.

The goal is to reduce energy costs, protect and improve our environment, provide safety to our school children and citizens, and assist in fulfilling Metro's "Green Initiative" goals to reduce electricity use and utilize renewable energy.

#### 3. SPECIFICATIONS

It is the intent of Metro Government to purchase energy efficient solar powered Streetlights in lieu of the conventional electric high-pressure sodium streetlights. All lights and associated parts to complete this project must have been manufactured in the United States. Certification must be provided by the manufacturer to be included with this bid. The requirements for the product and installation include:

- a. Light, Pole and Panels - The light shall be effective in this region of the country. The design should fit aesthetically in a suburban, urban or rural setting
- b. Base - All pole bases shall conform to the standard specifications for structural supports as published by the American Association of State Highway and Transportation Officials (AASHTO), latest edition.
- c. Battery - The battery shall be universal or standard in design of size, shape, terminals, and voltage output.
- d. Maintenance Requirements - Provide detailed information

- e. Installation - All footing shall meet to the standard specifications as published by the American Association of State Highway and Transportation Officials (AASHTO), latest edition. Locations of installations will be on both existing pavement/concrete and dirt. All areas should be BUD located prior to excavation of any materials at the cost to the contractor. Restoration of any disturbed areas is required to meet the Department of Public Works & Assets standards.
- f. Warranty – Provide detailed information on the light, all components, and construction materials

Parts must be available for purchase for a minimum of twenty (20) years

#### **4. TIME SCHEDULE**

The projects will be executed over a fifteen (15) month period. The model of light selected must be available for fifteen months from the beginning of the contract

#### **5. SUBMITTAL OF PROPOSAL**

##### **A. GENERAL**

Metro Government reserves the right to accept or reject any or all proposals or to waive any informalities in award of a contract when determined to be in Metro Government's best interest.

##### **B. SUBMITTAL DEADLINE**

Respondents shall submit one original copy and one downloaded to CD (if possible) of their "Proposal" to the Louisville and Jefferson County Purchasing Department no later than 3:00 p.m., February 23, 2010. The Proposal should follow the schedule, format and instructions indicated herein.

##### **C. SUBMITTAL FORMAT**

Submittals shall be in a bound 8 1/2 x 11 inch format and organized as follows:

1. Cover shall include: Solar Street Light Project, Louisville, KY, Vendor Name.
2. Index
3. Invitation to Bid– The forms provided in this document shall be submitted.
4. Total Cost – The proposal form provided in this document shall be submitted.
5. Workscope – Descriptions, Drawings, and/or Submittals conveying the proposer's product and approach to meeting the owner's minimum requirements
6. Schedule – Provide the timeline from order to installation
7. Cost Breakdown - Proposal Form

8. Installation – Provide detailed description and drawings of light installation procedures
9. Model Specifications – Provide documentation and specifications on model proposed. Include certification that manufactured product is American Made
10. References: Contact information for a minimum of five (5) customers that have purchased the model of light proposed - three (3) of which should be from the same Geographical Region as Louisville.

**6. PROPOSAL REVIEW AND SELECTION PROCESS**

The Review Committee will evaluate each proposal according to the following weighted criteria: A score between 0 –100 will be given to each proposal with 100 being the best possible score. The highest score will be ranked number 1, the second highest score ranked number 2, etc.

A.	Aesthetics of Light	15%
B.	Customer References	15%
C.	Warranty	15%
D.	Cost	25%
E.	Effectiveness of Light in our Geographical Region	15%
F.	Maintenance Requirements	15%

**7. OTHER CONTRACTUAL REQUIREMENTS**

Prospective proposers are advised that Metro Ordinance 16, Series 1987 requires that any business awarded a contract by Metro Government shall have in place, an Affirmative Action Plan approved by the Louisville/Jefferson County Human Relations Commission. Questions in this regard should be directed to that agency at (502) 574-3635. Prospective proposers are also advised that the successful proposer must be properly registered with the Louisville/Jefferson County Revenue Commission for tax purposes, and must not be in a delinquent position with said office at the time of contract approval. Questions in this regard may be directed to that agency at (502) 569-2942.

**8. OWNER'S REPRESENTATIVE**

A representative of the Public Works & Assets Dept will serve as the Project Manager for Louisville Metro.

**9. QUESTIONS OR ADDITIONS**

Any questions, shortcomings, mistakes or inconsistencies in this document or additional items that might better attest to the qualifications of the proposer should be addressed by the proposer as an attachment at the end of the RFP.

SECTION VII  
PROPOSAL FORM

COMPETITIVE SEALED BID  
FOR  
LOUISVILLE METRO GOVERNMENT

TO: LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT  
DIVISION OF PURCHASING  
611 WEST JEFFERSON  
LOUISVILLE, KENTUCKY 40202

RE: SOLAR STREET LIGHT PROJECT

We hereby submit our proposal for the "Solar Street Light Project" as outlined in the Specifications as prepared for the Louisville-Jefferson County Metro Government by the Public Works & Assets Department.

ADDENDUM # 1 DATED: 02/09/10

ADDENDUM # 2 DATED: 02/16/10

ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_

(IF NONE HAVE BEEN RECEIVED, THE WORD "NONE" SHALL BE INSERTED)

**BID**

Manufacturer: Visionaire Lighting Model: Solar Vision/20' Pole

Price per Light (Base, Pole, Battery, Panels, Lamp): 5924.00

Installation cost per light: \$ 8632.00

Price per Light (Base, Pole, Battery, Panels, Lamp), Qty 50-99: 5674.00

Installation cost per light, Qty 50-99: \$ 7476.00

Price per Light: (Base, Pole, Battery, Panels, Lamp), Qty 100-150: 5425.00

Installation cost per light, Qty 100-150: \$ 7199.00

Add Alternate One -

**Programmable Capabilities**

Cost per unit: \$ Programmable Controllers come  
Standard equipment with Solar Vision

**SUBMITTED BY:**

Firm: Earthwell Energy Management, Inc  
By: JL Miller  
Title: President  
Address: 1831 Plantside Dr  
Louisville, Ky 40299  
Telephone: (502) 587-8447  
Fax: (502) 587-8272  
Date: 02/22/10

Alternate Two

Deduct for breakaway base \$250.00

Alternate Three

ADD for Pole top fixture ARI-1-PT  
\$125.00

Alternate Four

Deduct for (15) fifteen foot pole \$100.00

SECTION VII  
PROPOSAL FORM

COMPETITIVE SEALED BID  
FOR  
LOUISVILLE METRO GOVERNMENT

TO: LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT  
DIVISION OF PURCHASING  
611 WEST JEFFERSON  
LOUISVILLE, KENTUCKY 40202

RE: SOLAR STREET LIGHT PROJECT

We hereby submit our proposal for the "Solar Street Light Project" as outlined in the Specifications as prepared for the Louisville-Jefferson County Metro Government by the Public Works & Assets Department.

ADDENDUM # 1 DATED: 02/09/10  
ADDENDUM # 2 DATED: 02/16/10  
ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_

(IF NONE HAVE BEEN RECEIVED, THE WORD "NONE" SHALL BE INSERTED)

**BID**

Manufacturer: Visionaire Lighting Model: Solar Vision/20' Pole

Price per Light (Base, Pole, Battery, Panels, Lamp): 5924.00

Installation cost per light: \$ 8632.00

Price per Light (Base, Pole, Battery, Panels, Lamp), Qty 50-99: 5674.00

Installation cost per light, Qty 50-99: \$ 7476.00

Price per Light: (Base, Pole, Battery, Panels, Lamp), Qty 100-150: 5425.00

Installation cost per light, Qty 100-150: \$ 7199.00

Add Alternate One -

Programmable Capabilities

Cost per unit: \$ Programmable Controllers come  
Standard equipment with Solar Vision

SUBMITTED BY:

Firm: Earthwell Energy Management, Inc  
By: J. L. Miller  
Title: President  
Address: 1831 Plantside Dr  
Louisville, Ky 40299  
Telephone: (502) 587-8447  
Fax: (502) 587-8272  
Date: 02/22/10

Alternate Two

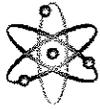
Deduct for breakaway base \$250.00

Alternate Three

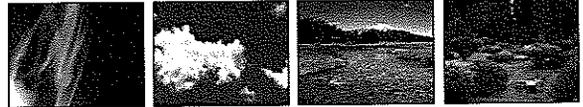
ADD for Pole top fixture ARI-1-PT  
\$125.00

Alternate Four

Deduct for (15') fifteen foot pole \$100.00



**EARTHWELL**  
ENERGY MANAGEMENT INC.



**A POWER IN ENERGY EFFICIENCY.**

### Workscope

Included in this section are drawings and submittals for the Visionaire Lighting model ARI-1 fixture in conjunction with a SMR-1 Solar Vision Pole™ / Base. Also included is documentation for Pole Safe Model No. 4100 breakaway supports. While Earthwell has selected a 50W LED fixture and twenty foot pole as our standard base proposal, other pole heights, fixture types, and fixture wattages are available. Earthwell has provided alternates to allow Louisville / Jefferson County government maximum flexibility. Earthwell will work with Louisville / Jefferson County government to select the best solution for each site.

# Solar Vision

OFF THE GRID SOLAR-POWERED LIGHTING

WITH A SMART POLE THAT SOAKS UP THE SUN!

## Fixture - Aria

- 25 Watt or 50 Watt LED Lighting.
- 60,000 Hours of Operation.
- Type 3 and Type 5 IES Patterns.

## Smart Pole

- Durable, Wraparound Flex Solar Panels Eliminate the Need for Unsightly Wings.
- Solar Controller with Motion Sensor has a Variety of Settings beyond Dusk-On/Dawn-Off.
- Max. Power (Pmax): 105 Watts.
- Voltage at Pmax (Vmp): 30.8 Volts.
- 24 Volt DC Operation.

## Base

- Decorative Steel.
- Houses 2-4 Rechargeable Gel Batteries.
- Lockable, Hinged Access Door.

## Batteries

- Four-Hour Charge Powers a Night's Use.
- 40 Hours of Illumination.
- Each Battery: 12VDC, 26Ah.
- Solar Controller Protects Batteries From Over/Under Charging.

## Benefits

- LED the WAY... with Lighting that has become a Presidential Mandate!
- Go All-Out-Wireless for NO Energy Bills! (or Connect with the Grid for Backup).
- No Wiring, Conduit or Electric Panels Needed.
- Superior Optics.
- LEED Qualifiable in Several Areas, Including "Innovation in Design."
- 20-Year Solar Panel Warranty.

19645 Rancho Way  
Rancho Dominguez, CA 90220  
[www.VisionaireLighting.com](http://www.VisionaireLighting.com)  
3-10-512-6480 - ofc 3-10-512-6486 - fax



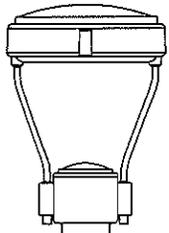
**VISIONAIRE LIGHTING**

Performance In A Whole New Light

# Solar Vision Pole™/Base

# Solar Vision

Aria Series – ARI-T3/T5-50 LED



**Solar Powered**  
**No Traditional Flat Panels**  
**No Electricity Needed**  
**Contemporary Appearance**  
 **UL Listed**  
**CSA**

### ARIA FIXTURE FEATURES

- Die cast aluminum housing and arm.
- Low profile, 7" overall fixture depth.
- 20" diameter fixture housing.
- 50 watt LED lighting.
- Type III and Type V IES patterns.
- 5-year LED warranty.

### SOLAR VISION POLE™/BASE FEATURES

- Round, non-tapering 5" diameter steel pole.
- 5.5' base. Hinged access door with tamper-proof screws.

### Wraparound Solar Flex Panels

- 20-year warranty.
- Durable material continuously mounted to pole with low profile, tamper-proof hardware.

### Solar Controller

- Variable-timer settings include dusk-on/dawn-off.
- Temperature compensation protects batteries from over/under charging.

### Rechargeable Gel Batteries

- 12VDC 30.5Ah each.
- 6-hour charge powers a night's use.
- 40 hours of continuous illumination.
- -76 °F ambient temperature rating.

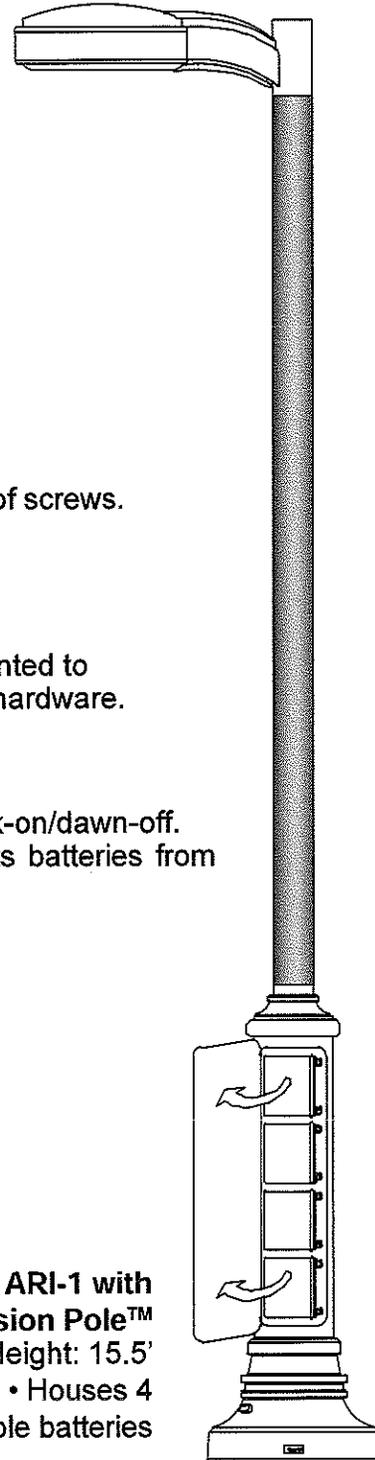
5.5 ft.

### ARI-1-PT Post Top with SMR-1 Solar Vision Pole™

- Height: 15.5'
- Houses 4 rechargeable batteries

### ARI-1 with SMR-1 Solar Vision Pole™

- Height: 15.5'
- Houses 4 rechargeable batteries



For more detailed information on mounting, wiring, or installation instructions, please consult factory. Note that if Poles are not ordered with fixtures, please specify the mounting requirements. This document contains proprietary information of Visionaire Lighting, LLC. Any use of this information requires the written approval of Visionaire Lighting, LLC. In keeping with our TQM policy of continuous improvement, Visionaire reserves the right to change any specifications contained herein without prior notice.

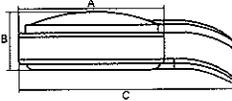
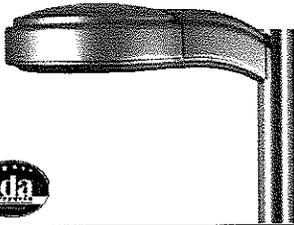
**VISIONAIRE LIGHTING**  
Performance In A Whole New Light

19645 Rancho Way • Rancho Dominguez, CA • 90220  
Tel: (310) 512-6480 • Fax: (310) 512-6486  
www.visionairelighting.com

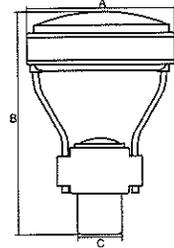
# Fixture - Aria

# Solar Vision

ARI-1



ARI-1-PT

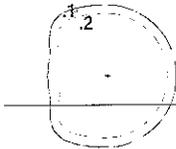


Fixture	A	B	C	Max. Watts	Lbs	Fixture	A	B	C	Max. Watts	Lbs
ARI-1	20"	7 1/4"	28 3/4"	50w	41	ARI-1-PT	20"	29 3/4"	6"	50w	41.5

Model	Optics	Wattage	Source	Voltage	Mounting	Finish	Options
ARI-1 Low Profile	Type III (T3)	LED 50 (50)	LED (LED)	12 VDC (12VDC)	Arm Mount (AM)	Black (BK)	Painted Bars (PB) <small>*For Post Top: Painted same color as housing. Bars come standard with chrome finish.</small>
	Type V (T5)				Post Top (PT) <small>*Slips over 3"Ø tenon x 4" tall with special threaded mounting plate.</small>		

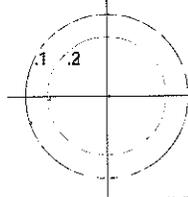
\*Comes w/ 4 batteries.

### Isolux Curves



VISIONAIRE LIGHTING  
ARIA-1-T3-50LED-SOL X 15.5 MT. HEIGHT

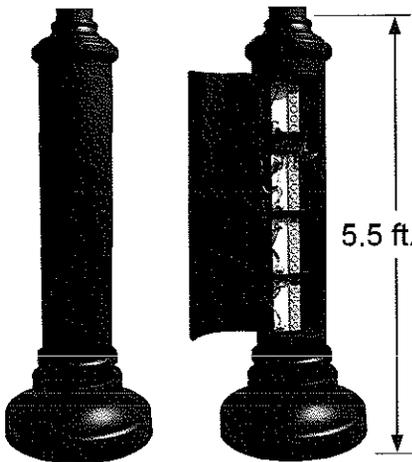
Horizontal Footcandles  
Scale: 1 Inch = 15 Ft.  
Light Loss Factor = 1.00  
Total Lumens Per Luminaire = 3000  
Mounting Height = 15.50 Ft  
Maximum Calculated Value = 2.24 Fc  
Arrangement: Single



VISIONAIRE LIGHTING  
ARIA-1-T5-50LED-SOLAR X 15.5 MT. HEIGHT

Horizontal Footcandles  
Scale: 1 Inch = 15 Ft.  
Light Loss Factor = 1.00  
Total Lumens Per Luminaire = 3158  
Mounting Height = 15.50 Ft  
Maximum Calculated Value = 1.89 Fc  
Arrangement: Single

# Solar Vision Pole™/Base



5.5 ft.

### Solar Vision Pole™ Shaft

- Wraparound Flex solar panels.
- Not for use with in-line voltage.

### Base

- Hinged door, with tamper-proof screws.

### Finish

- All bases and poles are shot-blasted and cleaned to a near-white finish prior to painting. A Quali-Guard® textured thermoset polyester powder coat is then applied to a minimum of 3 millimeters and oven baked at a temperature of 400 degrees Fahrenheit to promote exceptional adherence and finish hardness.
- Pole finish is warranted for a full two (2) years.

### Anchorage

- Hot rolled steel bar - minimum yield strength of 50,000 PSI. Bolts have "L" bend on one end and are threaded on the other end. Bolts are galvanized and are furnished with double nuts and washers. All Anchor Bolts are in accordance with ASTM A-153.

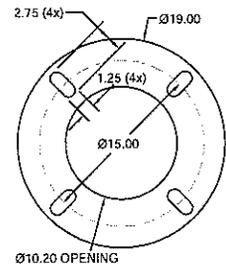
### Solar Controller

- Variable-setting timer includes dusk-on/dawn-off.
- Temperature compensation protects batteries from over/under charging.

### Rechargeable Gel Batteries

- 12VDC 30.5Ah each.
- 6-hour charge powers a night's use.
- 40 hours of illumination.
- -76 °F ambient temperature rating.

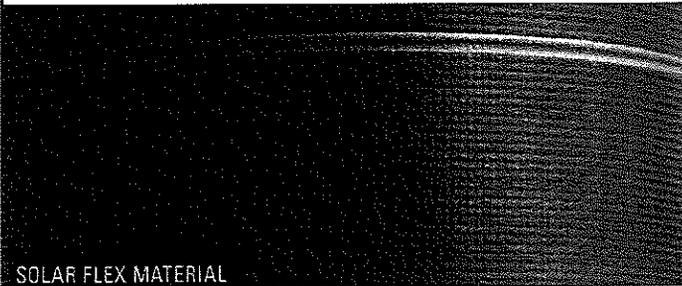
SOLAR VISION POLE™ BASE PLATE  
1.00" THK. H.R.S.



Model	Height	Size	Gauge	Anchorage	Mounting	Finish	Features
SMR-1	Pole Height 15.5' (15.5) <small>*Consult factory for taller poles.</small>	5" O.D. Smooth (5RS)	Steel 5 Gauge (5G)	1" x 36" (136) <small>*15 in. Bolt Circle. *Consult factory for Pole Base Template</small>	Bolt on Arm (BOA)  3" Round Tenon (AT3)	Black (BK)	Solar Controller (SCMS)

For more detailed information on mounting, wiring, or installation instructions, please consult factory. Note that if Poles are not ordered with fixtures, please specify the mounting requirements. This document contains proprietary information of Visionaire Lighting, LLC. Any use of this information requires the written approval of Visionaire Lighting, LLC. In keeping with our TQM policy of continuous improvement, Visionaire reserves the right to change any specifications contained herein without prior notice.

## Solar Flex Fact Sheet



SOLAR FLEX MATERIAL

### SMR-1 FEATURES

- High Temperature and Low Light Performance
- 20-Year Warranty on Power Output at 80%
- Multi-Contact Connectors
- Bypass Diodes for Shadow Tolerance
-  UL Listed to 600 VDC
- Meets IEC 61646 Requirements

### PERFORMANCE CHARACTERISTICS

**Rated Power (Pmax):**

68W

**Production Tolerance:**

± 5%

### CONSTRUCTION CHARACTERISTICS

**Dimensions:**

**Length:** 2849 mm (112.1")

**Width:** 394 mm (15.5")

**Depth:** 4 mm (0.2"), 16 mm (0.6") including junction box

**Weight:**

3.9 kg (8.7 lbs.)

**By-pass Diodes:**

Connected across every solar cell

**Laminate Encapsulation:**

Durable ETFE (e.g. Tefzel®) high light-transmissive polymer

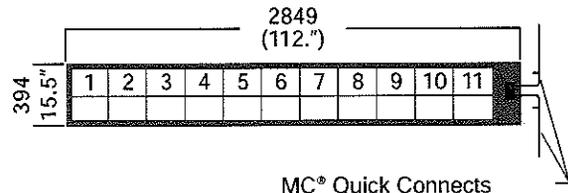
**Adhesive:**

Ethylene propylene copolymer adhesive-sealant with microbial inhibitor

**Cell Type:**

11 triple junction amorphous silicon solar cells

356 x 239 mm (14" x 9.4") connected in series



MC® Quick Connects

### QUALIFICATIONS AND SAFETY

 Listed by Underwriter's Laboratories for electrical and fire safety (Class A Max. Slope 2/12, Class B Max. Slope 3/12, Class C Unlimited Slope fire ratings) for use in systems up to 600 VDC.

### LAMINATE STANDARD CONFIGURATION

Photovoltaic laminate with potted terminal housing assembly with output cables and Multi-Contact (MC®) connectors.

### ELECTRICAL SPECIFICATIONS

**Standard Test Conditions**

(1000 W/m<sup>2</sup>, AM 1.5, 25 °C Cell Temperature)

Maximum Power (Pmax): 68 W

Voltage at Pmax (Vmp): 16.5 V

Current at Pmax (Imp): 4.1 A

Short-circuit Current (Isc): 5.1 A

Open-circuit Voltage (Voc): 23.1 V

Maximum Series Fuse Rating: 8 A

**Temperature Coefficients**

(at AM 1.5, 1000 W/m<sup>2</sup> irradiance)

Temp. Coefficient of Isc: 5.1 mA/K

Temp. Coefficient of Voc: -88 mV/K

Temp. Coefficient of Pmax: -143 mW/K

Temp. Coefficient of Imp: 4.1 mA/K

Temp. Coefficient of Vmp: -51 mV/K

**Notes:**

1. During the first 8-10 weeks of operation, electrical output exceeds specified ratings. Power output may be higher by 15%, operating voltage may be higher by 11% and operating current may be higher by 4%.
2. Electrical specifications (± 5%) are based on measurements performed at standard test conditions of 1000 W/m<sup>2</sup> irradiance, Air Mass 1.5, and cell temperature of 25 °C after stabilization.
3. Actual performance may vary up to 10% from rated power due to low temperature operation, spectral and other related effects. Maximum system open-circuit voltage not to exceed 600 VDC per UL.
4. Specifications subject to change without notice.



PROJECT: CITY OF LOUISVILLE

THIS PRINT IS SUBMITTED FOR YOUR APPROVAL PROCESSING OF OUR PART WILL NOT CONTINUE UNTIL WE RECEIVE A COPY APPROVAL FOR PRODUCTION.

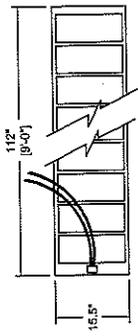
APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**SOLAR CHARGE CONTROLLER**

High Reliability: Simple, rugged electronics. Low component count and streamlined design ensure long term reliability.  
Efficient, over 99% efficiency when charging.  
No minimum voltage required, can charge a dead battery.

- Features:
- 10 Amps, Continuous;
  - Lead current, Max. (60 seconds): 13 Amps;
  - Array Voltage, Max Voc.: 26 Volts;
  - Charge Termination: 14.3 ±2 Volts;
  - Operating Temp. Range: -40 to 50 deg. C

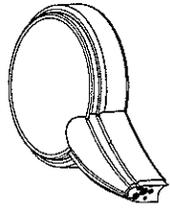


**FLEXIBLE SOLAR PANEL**

Require a minimum of 40 hours for a complete charge of 4 totally discharged batteries.  
Features:  
High Temperature and Low Light Performance.  
20 Year Warranty on Power Output at 80%  
UL Listed to 600 VDC.  
Meet IEC 61646 Requirements.  
Laminated Encapsulation, Durable ETFE (e.g. Tefzel)  
high light-transmissive polymer

Electrical Data:

Maximum Power (Pmax)	[W]	68
Maximum Power Voltage	[V]	16.5
Maximum Power Current	[A]	4.1
Open Circuit Voltage (Voc)	[V]	23.1
Short Circuit Current (Isc)	[A]	5.1



MADE IN AMERICA  
ARRA PRODUCT QUALIFICATION

**ARIA 1-T3-50-LED: 50 WATTS**  
Requires 4 hrs. Min. Sun light for a night of operation.  
CAT. NO.: ARL-1-T3-50-LED-12VDC-AM-BK-RPP  
SMR-1-15.5-5RS-5G-136-BOA-BK (4 BATTERIES / SOLAR STRETCH)  
OR  
SMR-1-20-5RS-5G-136-BOA-BK (4 BATTERIES / SOLAR STRETCH)

**PRODUCT WARRANTY:**

- Element fixture and LED system: 5 years.
- Pole paint finish: 5 years.
- Solar panel: 2 years.
- Material and Workmanship: 10 years 90% Output  
25 years 80% Output.
- Solar Battery: 2 years.

**Pole:**  
Ø5.0" Round Non-Tapered Steel X 7GA.  
ASTM-A500 Grade B tubing with minimum yield strength of 46,000 PSI.

**Base Plate:**  
1" thick ASTM-A36 hot rolled steel with minimum yield strength of 36,000 PSI

**Anchor Bolts:**  
1" x 36" galvanized J-Bolts, conform to ASTM-A36 with minimum yield strength of 36,000 PSI

**Base Cover:**  
2-piece Fabricated aluminum

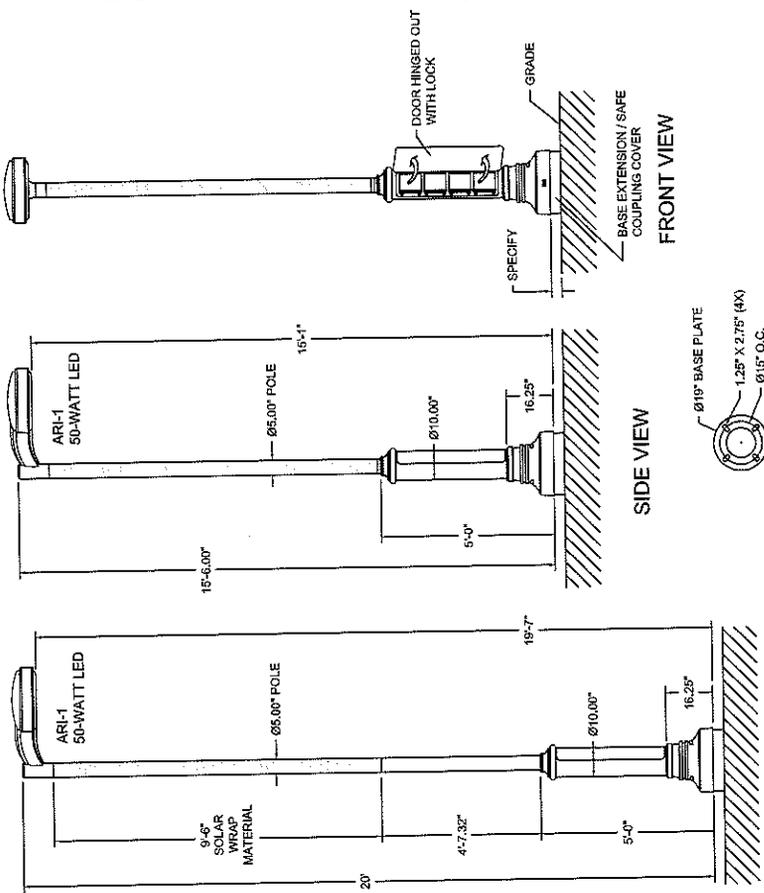


**GEL BATTERY SPECIFICATIONS:**  
4 BATTERIES (50+ Hours of operation on 50-watt LED).

Benefits:  
Completely maintenance free. Hold charge upto 6 months.  
Sealed construction eliminates periodic watering, corrosive acid fumes and spills.  
Electrolyte will not stratify, no equalization charging required. Allow faster recharge.  
Increases durability and deep cycle ability for heavy demand applications.  
Tank formation ensures voltage matching between cells.

**Specifications:**

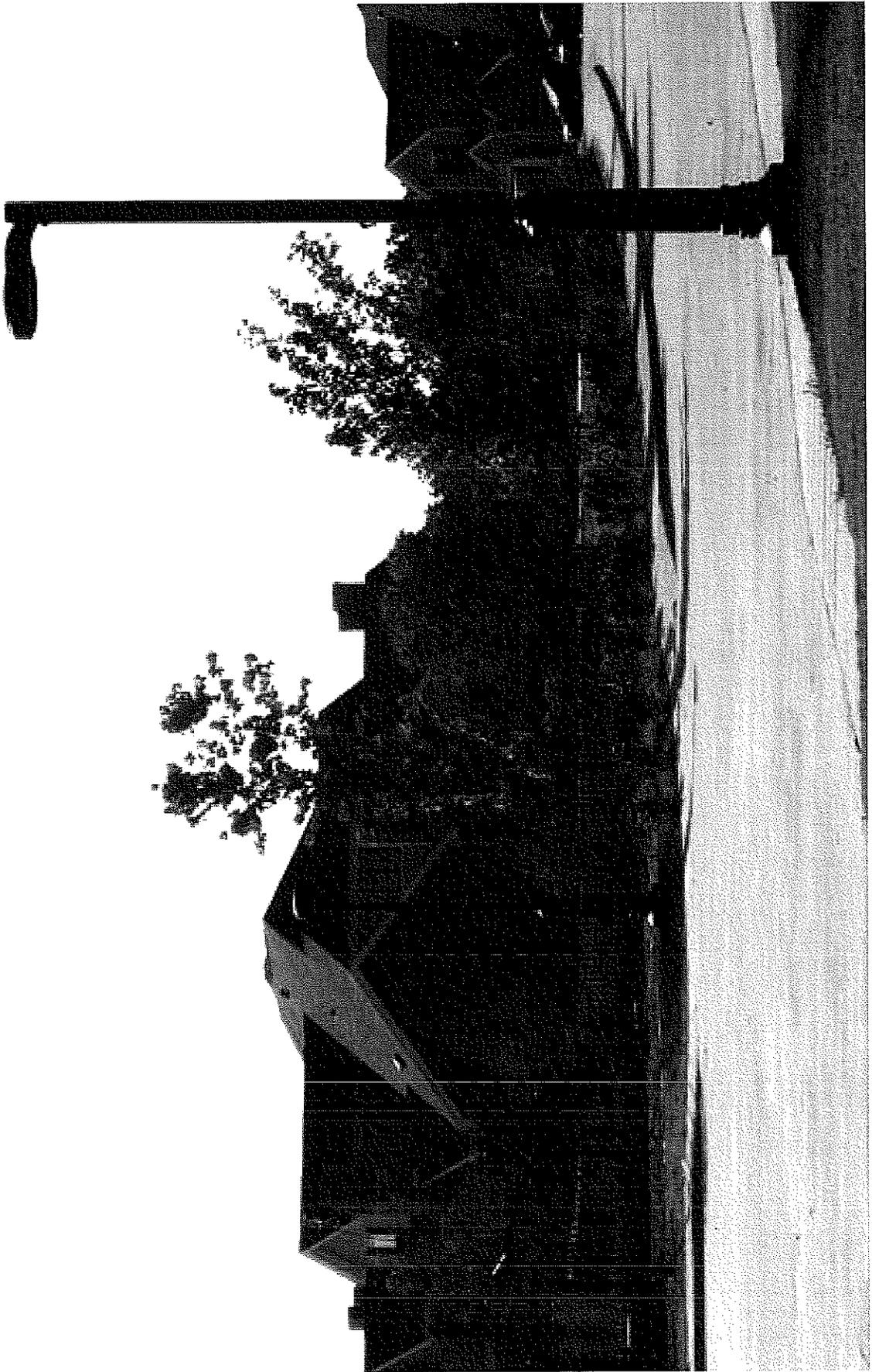
- Voltage: 12 DC volts
- Plate Alloy: Lead calcium
- Charge Voltage @ 68F (20C): 2.30 to 2.35
- Cycle 2.30 to 2.35
- Floal 2.25 to 2.30 v.p.c.
- Electrolyte: Sulfuric acid thixotropic gel
- Vent: Self sealing (2psi operation)
- Operating temperature: -76F (-60C) to 140F (60C)
- Weight: 23.4 lbs each.



**POLE-SAFE COUPLING**  
(by Others)









# SPECIFICATIONS

## Performance Criteria

1. Double-Neck™ Pole-Safe® conforms to AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals."
2. Double-Neck™ Pole-Safe® has been crash-tested and FHWA approved in accordance with the requirements of NCHRP Report 350, "Recommended Procedures for the Safety Performance Evaluation of Highway Features."
3. Maximum Allowable Pole Mass = 450 kg (992 lb.) (total, including fixtures).

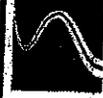
## Physical Properties per Coupling:

1. Ultimate Tensile Strength = 221.5 kN (49.8 kips), minimum.
2. Tensile Yield Strength = 192.0 kN (43.2 kips), minimum.
3. Ultimate Restrained Shear Strength = 24.5 kN (5.5 kips), minimum.

## Corrosion Protection:

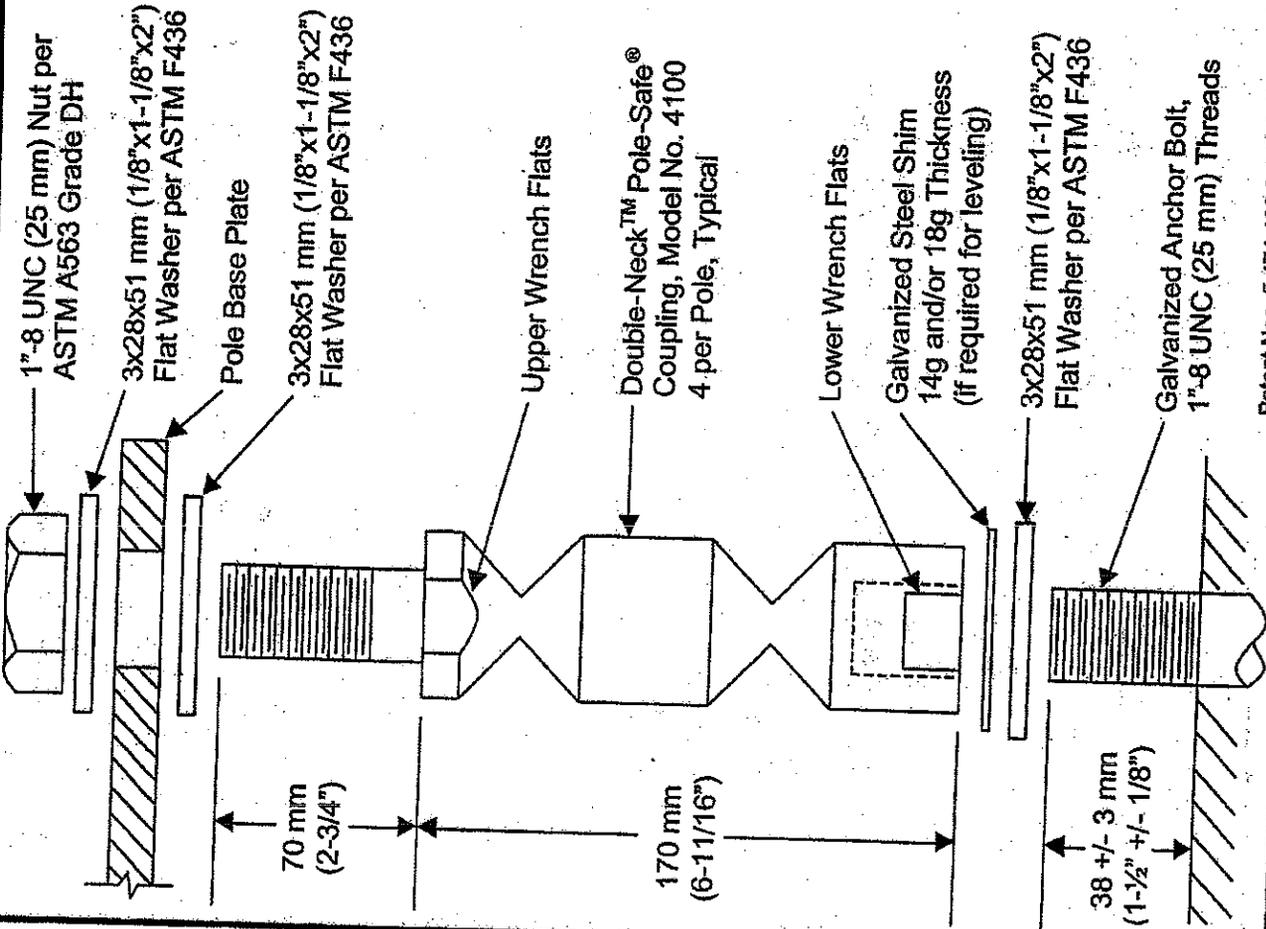
1. All Double-Neck™ Pole-Safe® couplings, nuts, bolts, washers, and shims are galvanized after fabrication in accordance with ASTM A153.

**Pole-Safe® Model No. 4100**  
Breakaway Support System for Light Poles



**TRANSPRO**  
INDUSTRIES, INC.  
The Smart Solutions Company

20 Jones Street  
New Rochelle, NY 10801  
914-636-1000



Patent Nos. 5,474,408 & 6,056,471 6/00



U.S. Department  
of Transportation

Federal Highway  
Administration

400 Seventh St., S.W.  
Washington, D.C. 20590

JAN 16 1997

Refer to: HNG-14

Mr. Arthur M. Dinitz  
Transpo Industries, Inc.  
20 Jones Street  
New Rochelle, New York 10801-6024

Dear Mr. Dinitz:

This is in response to your December 12, 1996, letter to Mr. Gerald L. Eller requesting Federal Highway Administration's (FHWA) acceptance of your double neck Pole-Safe breakaway support couplings for light poles, call boxes, and small sign posts. Transmitted with your letter were a report and video of full-scale testing conducted by E-Tech Testing Services, static test reports from PSI\Pittsburgh Physical Testing, and drawings of the couplings.

Requirements for breakaway supports are those in the American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals. We also recognize the testing and evaluation guidelines found in the National Cooperative Highway Research Report Number 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features.

Drawings of the Series 4000 and 5000 Pole-Safe couplings are enclosed. The various coupling series and sizes are manufactured of proprietary "E.T.D. 150" steel. Dimensions and physical properties of the couplings are summarized in the following table:

Model	4062	4100*	4125	5062	5100*	5125
Coupling:						
Length	188.9 mm	227.0 mm	257.0 mm	184.1 mm	227.0 mm	254.0 mm
Neck Diam.	11.18 mm	16.51 mm	16.51 mm	11.17 mm	16.51 mm	16.51 mm
U.T.S. **	133.5 kN	267 kN	267 kN	133.5 kN	267 kN	267 kN
Yield Strength	89 kN	191 kN	191 kN	89 kN	191 kN	191 kN

Model	4062	4100*	4125	5062	5100*	5125
Anchor Bolt:						
Threads	External	External	External	Internal	Internal	Internal
Diameter	16 mm	25 mm	32 mm	16 mm	25 mm	32 mm
Diam. (English)	5/8"	1"	1 1/4"	5/8"	1"	1 1/4"

\*Couplings used in tests. Because the neck diameter of the largest of the three couplings in both the 4000 and 5000 series is the same as that of the tested coupling, similar performance can be expected.

\*\* Ultimate Tensile Strength of the coupling.

A summary of the crash testing is presented in the following table:

Test Number	03-8287-001 ✓	03-8287-002
Test Article - Model Number	4100	5100
Pole Mass	423 kg (1000 #)	423 kg (1000 #)
Pole Height	16.8 m (55 ft)	16.8 m (55 ft)
Vehicle Mass	829 kg (1828 #)	839 kg (1850 #)
Impact Speed	34.35 km/h (21.3 m/h)	101.56 km/h (63.11 m/h)
Occupant Impact Speed	4.35 m/s (14.37 ft/s)	3.27 m/s (10.73 ft/s)
Approximate Stub Height	54 mm (2 1/8 in)	25.4 mm (1 in) *

\*Three couplings broke at the lower notch. The fourth broke at the upper wrench flat and was left nearly intact attached to the foundation. It was judged that the remaining coupling would not present a significant hazard.

The results of the tests meet the change-in-velocity and stub height criteria adopted by the FHWA. Therefore, Pole Safe Couplings Series 4000 and 5000, as noted in the table above, are acceptable for use on the National Highway System (NHS) within the range of conditions tested when requested by a State.

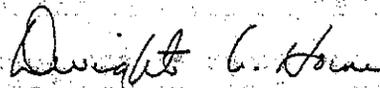
Our acceptance is limited to the breakaway characteristics of the couplings and does not cover their durability or structural performance. Presumably, you will supply potential users with sufficient information on design and installation requirements to ensure proper performance. We anticipate that the States will require certification from Transpo Industries that the hardware

furnished has essentially the same mechanical properties and geometry as those used in the crash testing, and that they will meet the FHWA change in velocity requirements.

The loading eccentricity in the reported fatigue test was not very significant in comparison to an eccentricity in excess of half the bearing diameter of the hold-down nut that will result from an out-of-plumb anchor bolt. However, because our review does not include the structural adequacy of your new couplings, the fatigue testing is not relevant to our review. Our reason for commenting on the eccentricity is to ensure that we will not be interpreted as having accepted the distance used. In addition we have offered no opinion on the relevance of the loading range used in the fatigue testing from minus 6.3 percent to 17.4 percent of the reported minimum yield strength of the couplings. We would also point out that the fatigue test report supplied did not contain adequate descriptions of the items tested.

The Pole-Safe couplings are a proprietary product. To be used in Federal-aid projects, except exempt, non-NHS projects: they (a) must be supplied through competitive bidding with equally suitable unpatented items; (b) the highway agency must certify that they are essential for synchronization with existing highway facilities or that no equally suitable alternative exists; or (c) they must be used for research or for a distinctive type of construction on relatively short sections of road for experimental purposes. Our regulations concerning proprietary products are contained in Title 23, Code of Federal Regulations, Section 635.411, a copy of which is enclosed.

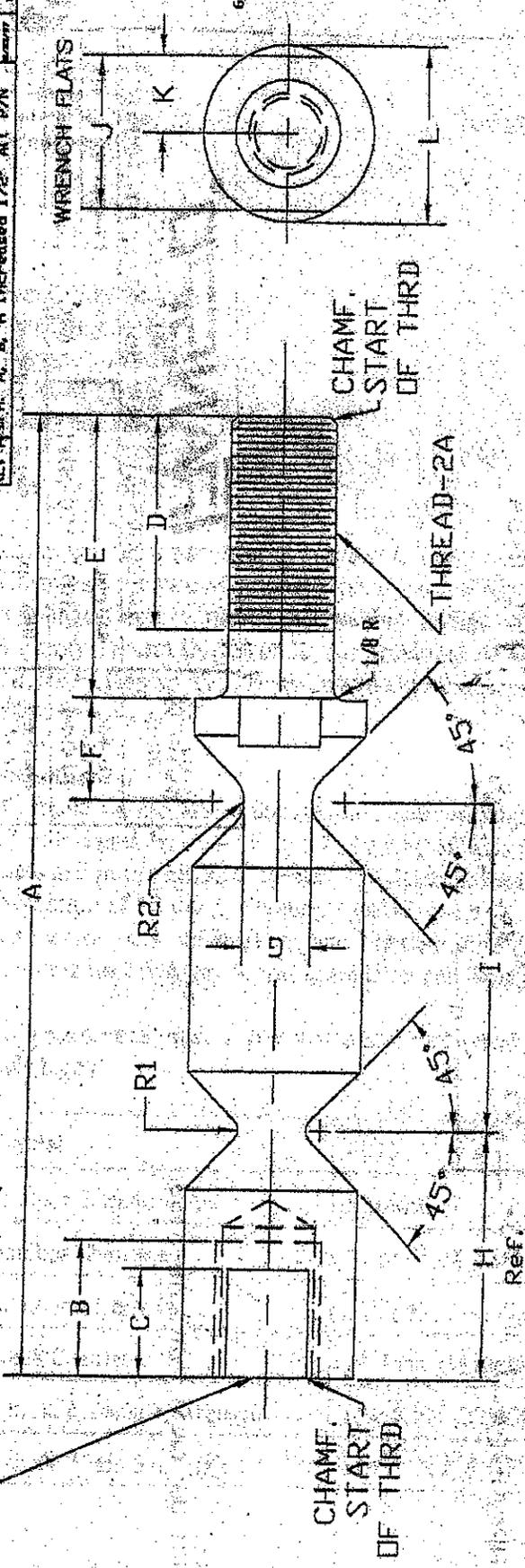
Sincerely yours,



Dwight A. Horne, Chief  
Federal-Aid and Design Division

2 Enclosures

THREAD-2B  
NOTE 2 & 3



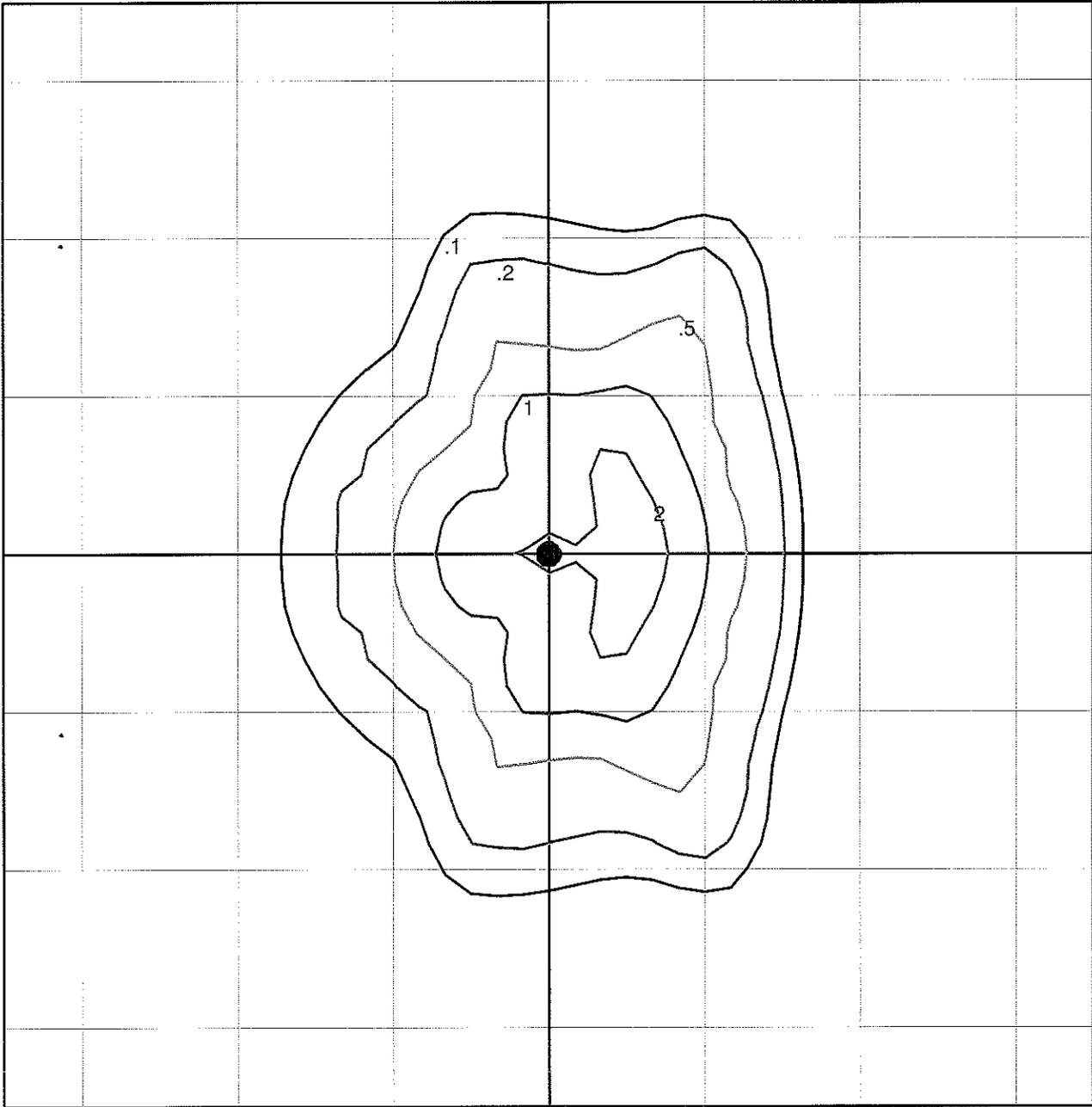
DATE	REVISION RECORD	AUTH. CLK
	REV. A D. H. A. B. H increased 1/2" A1 P/N	

- NOTES:
1. HOT DIP GALV. PER ASTM A153.
  2. INTERNAL THREADS TO BE TAPPED AFTER GALV.
  3. INTERNAL THREADS TO BE TAPPED OVERSIZE AS FOLLOWS:  
OVER 7/16" - 1" --- 0.021" OVERSIZE  
OVER 1" --- 0.031" OVERSIZE

TOLERANCES (EXCEPT AS NOTED)	DECIMAL	SCALE	DRAWN BY:	TH
	+ 0.015 IN - [0.4MM]	"E.T.D." 150 STEEL	N.T.S.	APPROVED BY:
FRACTIONAL	TITLE			
+ 1/32 IN. - [0.8MM]	HOLE-SAFE COUPLING 4000 SERIES			
ANGULAR	DRAWING NO.		DATE	
± 1.0°	SPC4000		7/26/95	

**FRANSTO**  
INDUSTRIES, INC.

20 JONES ST., NEW ROCHELLE, NY 10801



VISIONAIRE  
ARIA SOLAR POLE T3-2 BAR 50WATT

Horizontal Footcandles  
Scale: 1 Inch = 25 Ft.  
Light Loss Factor = 1.00  
Lumens Per Lamp = 5168  
Total Lumens = 5168  
Mounting Height = 20.00 Ft  
Maximum Calculated Value = 2.89 Fc  
Arrangement: Single

PHOTOMETRIC FILENAME : ELE-1\_T3R\_530MA.IES

**DESCRIPTIVE INFORMATION (From Photometric File)**

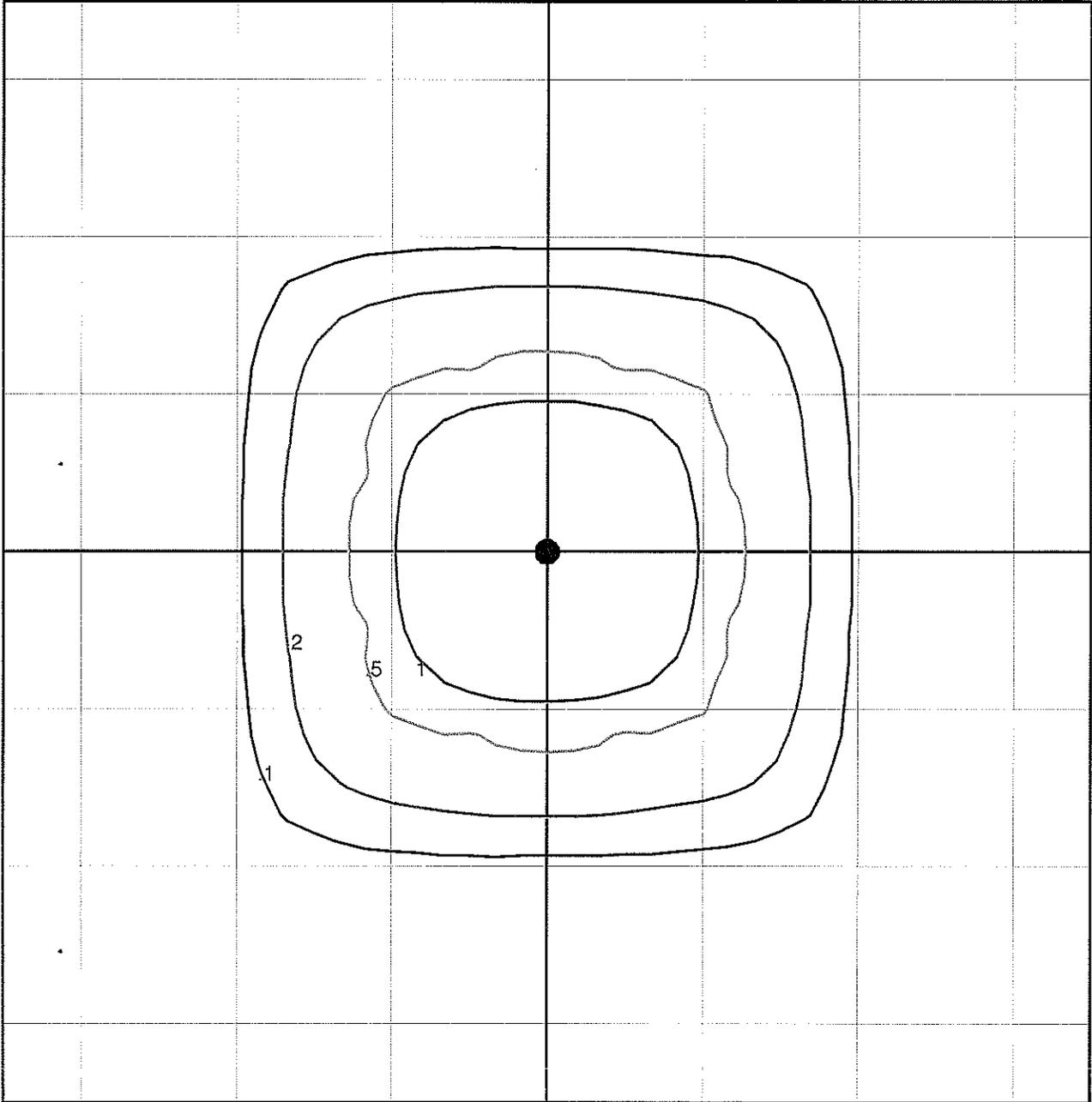
VISIONAIRE  
ARIA SOLAR POLE T3-2 BAR 50WATT

**TEMPLATE SPECIFICATION**

Horizontal Footcandles  
Scale: 1 Inch = 25 Ft.  
Light Loss Factor = 1.00  
Lumens Per Lamp = 5168  
Total Lumens = 5168  
Mounting Height = 20.00 Ft  
Maximum Calculated Value = 2.89 Fc  
Arrangement: Single

**LUMINAIRE LAYOUT INFORMATION**

<u>#</u>	<u>X</u>	<u>Y</u>	<u>Z</u>	<u>Orient</u>	<u>Tilt</u>	<u>Roll</u>	<u>Spin</u>	<u>Tilt Correction</u>
1	0.00	0.00	20.00	0.00	0.00	0.00	0.00	1.00



VISIONAIRE SOLAR POLE  
Aria-1-2 BAR 50 WATT Single V Bar T5

Horizontal Footcandles  
Scale: 1 Inch = 25 Ft.  
Light Loss Factor = 1.00  
Lumens Per Lamp = 5244  
Total Lumens = 5244  
Mounting Height = 20.00 Ft  
Maximum Calculated Value = 1.48 Fc  
Arrangement: Single

**PHOTOMETRIC FILENAME : ARI-1\_T5\_350MA.IES**

**DESCRIPTIVE INFORMATION (From Photometric File)**

VISIONAIRE SOLAR POLE  
Aria-1-2 BAR 50 WATT Single V Bar T5

**TEMPLATE SPECIFICATION**

Horizontal Footcandles  
Scale: 1 Inch = 25 Ft.  
Light Loss Factor = 1.00  
Lumens Per Lamp = 5244  
Total Lumens = 5244  
Mounting Height = 20.00 Ft  
Maximum Calculated Value = 1.48 Fc  
Arrangement: Single

**LUMINAIRE LAYOUT INFORMATION**

<u>#</u>	<u>X</u>	<u>Y</u>	<u>Z</u>	<u>Orient</u>	<u>Tilt</u>	<u>Roll</u>	<u>Spin</u>	<u>Tilt Correction</u>
1	0.00	0.00	20.00	0.00	0.00	0.00	0.00	1.00

## **Schedule**

- Six week lead time from date of Purchase Order to Delivery
- To maximize efficiency Earthwell will request that locations in same general area be released simultaneously in minimum groups of ten poles at a time
- Earthwell is prepared to start construction immediately upon receipt of shipment
- Estimated time of completion for (50) locations released at the same time would be approximately four weeks from receipt of material, barring inclement weather
- Estimated time of completion for (100) locations released at the same time would be approximately eight weeks from receipt of material, barring inclement weather

SECTION VII  
PROPOSAL FORM

COMPETITIVE SEALED BID  
FOR  
LOUISVILLE METRO GOVERNMENT

TO: LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT  
DIVISION OF PURCHASING  
611 WEST JEFFERSON  
LOUISVILLE, KENTUCKY 40202

RE: SOLAR STREET LIGHT PROJECT

We hereby submit our proposal for the "Solar Street Light Project" as outlined in the Specifications as prepared for the Louisville-Jefferson County Metro Government by the Public Works & Assets Department.

ADDENDUM # 1 DATED: 02/09/10

ADDENDUM # 2 DATED: 02/16/10

ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_

(IF NONE HAVE BEEN RECEIVED, THE WORD "NONE" SHALL BE INSERTED)

**BID**

Manufacturer: Visionaire Lighting Model: Solar Vision/20' Pole

Price per Light (Base, Pole, Battery, Panels, Lamp): 5924.00

Installation cost per light: \$ 8632.00

Price per Light (Base, Pole, Battery, Panels, Lamp), Qty 50-99: 5674.00

Installation cost per light, Qty 50-99: \$ 7476.00

Price per Light: (Base, Pole, Battery, Panels, Lamp), Qty 100-150: 5425.00

Installation cost per light, Qty 100-150: \$ 7199.00

Add Alternate One -

Programmable Capabilities

Cost per unit: \$ Programmable Controllers come  
Standard equipment with Solar Vision

**SUBMITTED BY:**

Firm:

Earthwell Energy Management, Inc

By:

J L Miller

Title:

President

Address:

1831 Plantside Dr

Louisville, Ky 40299

Telephone

(502) 587-8447

Fax:

(502) 587-8272

Date:

02/22/10

Alternate Two

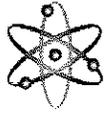
Deduct for breakaway base \$250.00

Alternate Three

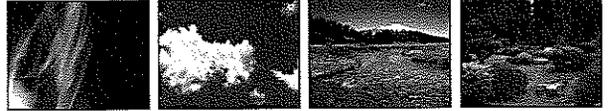
ADD for Pole top fixture ARI-1-PT  
\$125.00

Alternate Four

Deduct for (15) Fifteen foot pole \$100.00



**EARTHWELL**  
ENERGY MANAGEMENT INC.



**A POWER IN ENERGY EFFICIENCY.**

## Installation

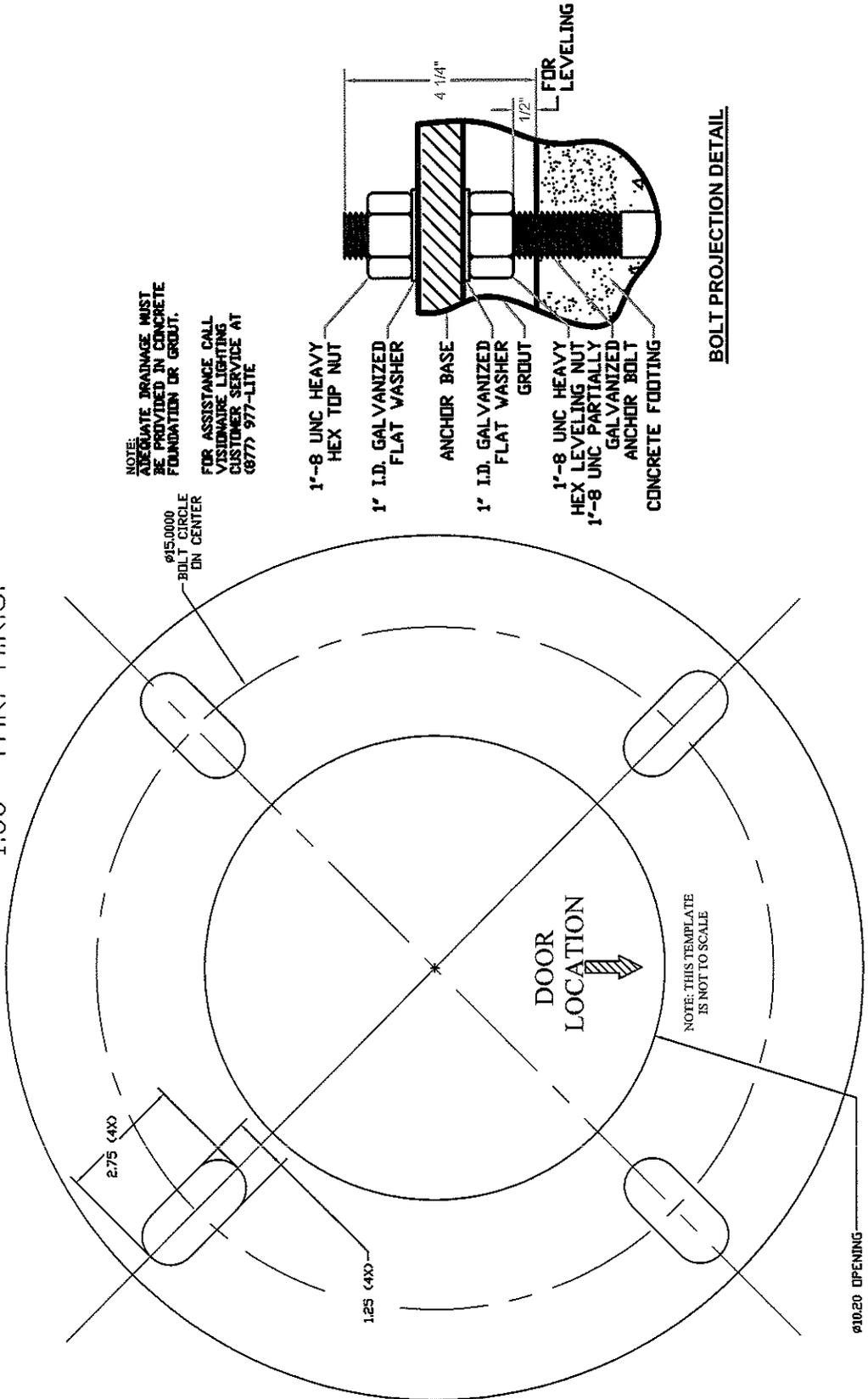
Following is a simplified description of the installation procedure. The pole base will be constructed using the bolt hole pattern as seen on the attached drawing. When handling the Solar Vision Pole™ / Base, only 4" or wider nylon lifting straps will be used. Batteries will come pre-mounted in the pole. Once the pole has been unloaded, the fixture will be mounted to the pole as seen in the typical fixture mounting diagram excluding references to the ballast assembly. After securing the fixture to the pole, the pole will be lifted into place with the correct orientation. Once the pole has been secured in place, terminations will be made following the six step procedure outlined on the battery installation instructions included in this section. Once the terminations have been completed, the door will be secured close and the installation is complete.



# VISIONAIRE LIGHTING

19645 RANCHO WAY, RANCO DOMINGUEZ, CALIFORNIA 90220  
PH(310)512-6480 FAX(310)512-6486  
www.visionairelighting.com

## SOLAR POLE BASE PLATE 1.00" THK, H.R.S.



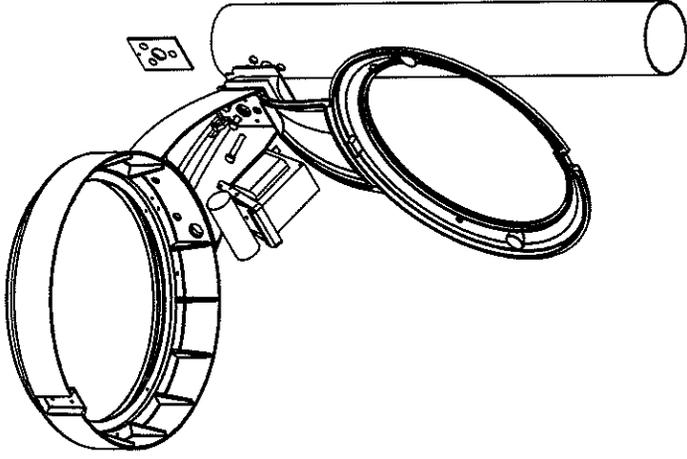
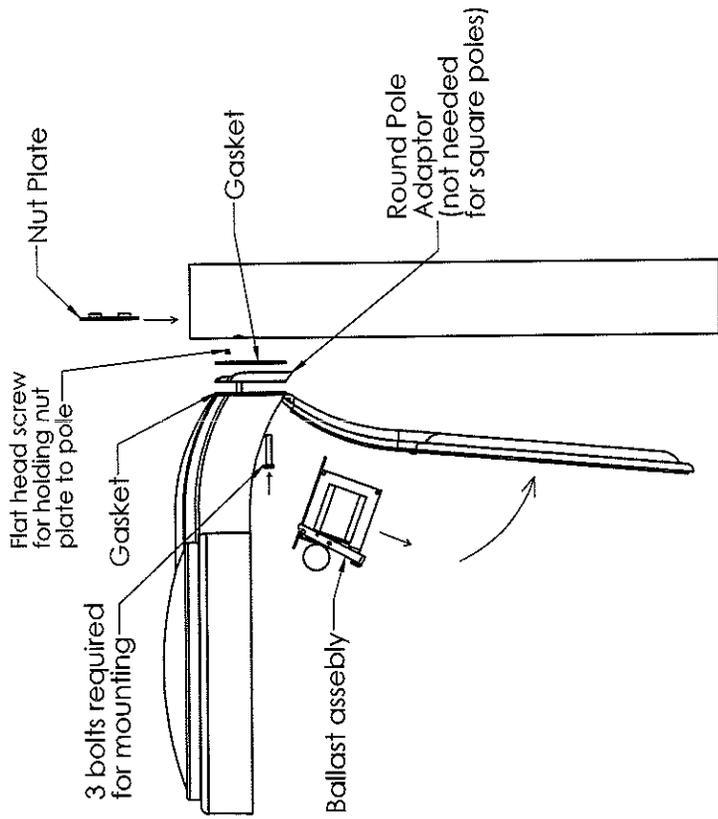
NOTE: ADEQUATE DRAINAGE MUST BE PROVIDED IN CONCRETE FOUNDATION OR GROUT.  
FOR ASSISTANCE CALL VISIONAIRE LIGHTING CUSTOMER SERVICE AT (877) 977-LITE

- 1'-8 UNC HEAVY HEX TOP NUT
- 1' I.D. GALVANIZED FLAT WASHER
- ANCHOR BASE
- 1' I.D. GALVANIZED FLAT WASHER
- GROUT
- 1'-8 UNC HEAVY HEX LEVELING NUT
- 1'-8 UNC PARTIALLY GALVANIZED ANCHOR BOLT
- CONCRETE FOOTING

### BOLT PROJECTION DETAIL

NOTE: THIS TEMPLATE IS NOT TO SCALE

Ø10.20 OPENING

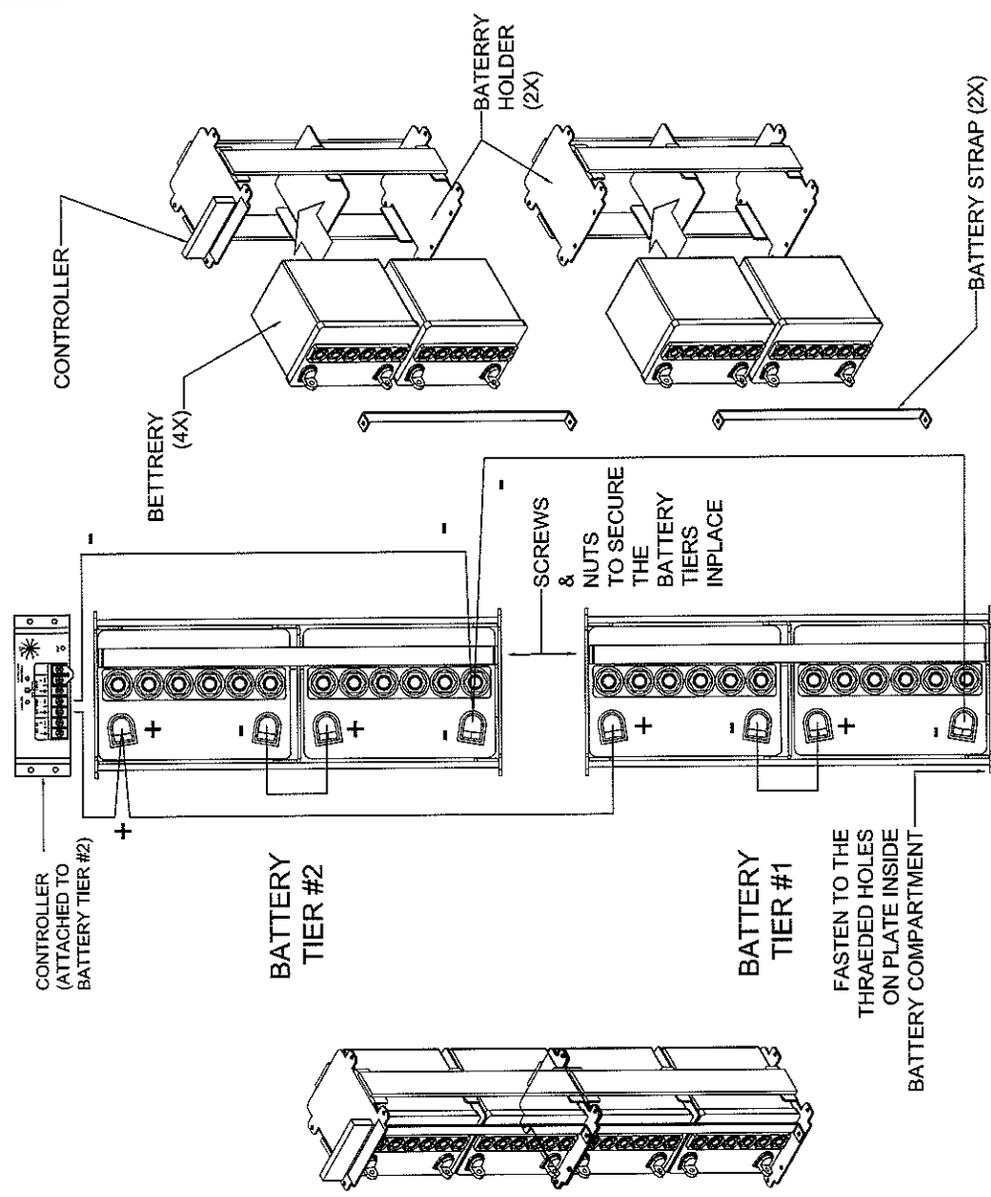
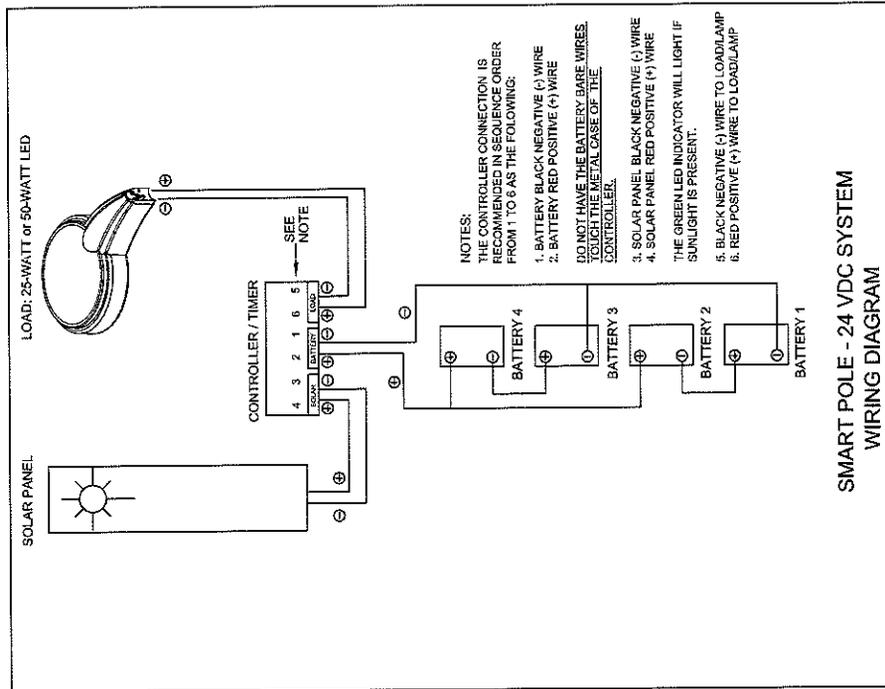


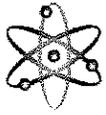
- Install nut plate to pole. Use flat head screw hole nut plate to pole.
- Remove ballast assembly and disconnect quick connects. Set aside.
- Feed wire through wire ways in gaskets and if necessary through adaptors and through to the inside of pole.
- Put bolt through the inside of arm/ballast housing to the nuts on the nut plate inside the pole.
- Tighten bolts infill fixture is secure.
- Install ballast and connect quick connections
- Close bottom cover.



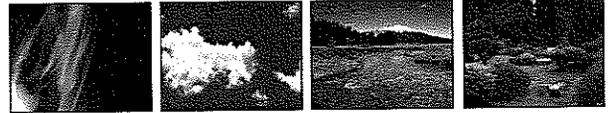
**VISIONAIRE LIGHTING**  
 18415 RANCHO WAY, RANCO DOMINGUEZ, CALIFORNIA 90220  
 PH: (909) 572-5488 FAX: (909) 572-4888  
 WWW.VISIONAIRELIGHTING.COM

## BATTERY INSTALLATION INSTRUCTION





**EARTHWELL**  
ENERGY MANAGEMENT INC.

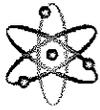


**A POWER IN ENERGY EFFICIENCY.**

### Model Specifications

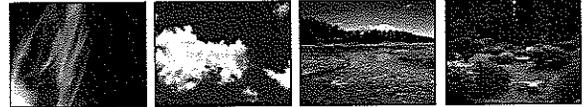
Earthwell's base proposal is for a Visionaire Lighting model ARI-1-T3-50-LED-12VDC-AM-BK-RPP fixture in conjunction with a SMR-1-20-5RS-5G-136-BOA-BK-SCMS Solar Vision Pole™ / Base. Cut sheets for both the fixture and pole/base are included in Section 3 of this proposal. Also included in the base proposal are Pole Safe Model No. 4100 breakaway supports and custom skirt. Earthwell has offered alternate deducts to change to a fifteen foot pole (including four batteries for a 50 watt LED) and eliminate the breakaway supports where they are not necessary as well as an alternate add to switch to a ARI-1-PT post top fixture. No additional price has been quoted for programming capabilities as the solar controller is standard.





# **EARTHWELL**

**ENERGY MANAGEMENT INC.**



**A POWER IN ENERGY EFFICIENCY.**

**Featured Energy Projects:**

- 2007 Humana Waterside Building
- 2003 Humana World Headquarters Building

**Major energy conservation measures included on these projects include:**

- Investment grade audit
- Retrofit / Replacement of existing lighting system
- Installation of 1116 occupancy sensors
- New fluorescent lighting in the parking garage

- 4) Earthwell has had a relationship with Department of Army at Fort Knox since 1996. Contact: [REDACTED]. Testimonial Letter included in Appendix. Below is a sampling of Earthwell's projects at Ft. Knox:

**Featured Energy Projects:**

- 2007 Ft. Knox Eco 75
- 2006 Ft. Knox Eco 42 – 46
- 2006 Ft. Knox Eco 56 High Bays
- 2005 Ft. Knox Bldg. 2807 High Bays
- 2004 Ft. Knox Disney Barracks
- 2004 Ft. Knox Eco 51

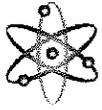
**Major energy conservation measures included on these projects include:**

- Investment grade audit
- Energy efficient lighting
- Lighting controls
- Agricultural water service
- Domestic water booster pump replacement
- Domestic water conservation
- Solar Photovoltaic/Thermal energy installation
- Hydrogen Fuel Cell installation

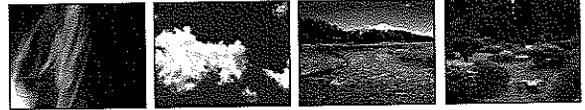
- 5) Earthwell has had a relationship with the Commonwealth of Kentucky since 2004. Contact: Joe Wolford, Finance and Administration Cabinet, [REDACTED]. Testimonial Letter included in Appendix. Below is a summary of projects with the Commonwealth of Kentucky:

**Featured Energy Projects:**

- 2007 Kentucky International Convention Center
- 2005 Library and Archives
- 2004 Capital Plaza Tower
- 2004 London Madisonville State Office Building
- 2004 Commonwealth of Ky Postal Service Building
- 2004 L&N Building



**EARTHWELL**  
ENERGY MANAGEMENT INC.



**A POWER IN ENERGY EFFICIENCY.**

### 2004 Frankfort Surplus Properties

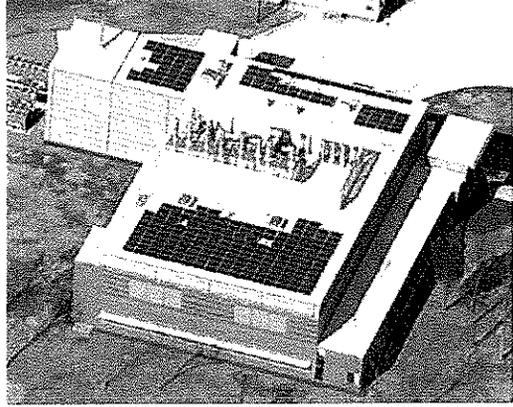
Major energy conservation measures included on these projects:

- Investment grade audit
- Energy efficient lighting
- Lighting controls
- Agricultural water service
- Domestic water booster pump replacement
- Domestic water conservation
- Condenser water pump variable frequency drive (VFD)
- Energy management and control system strategies

## Earthwell Solar Examples

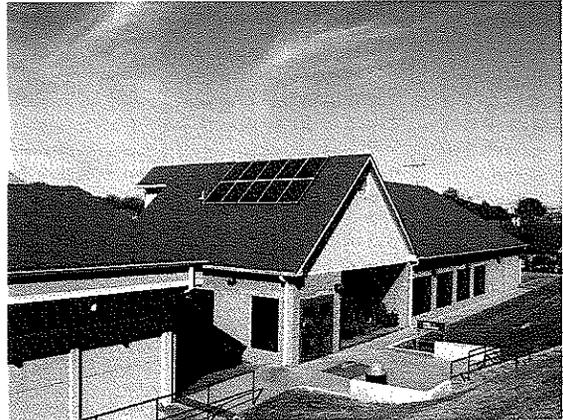
- University of Louisville Center for Predictive Medicine

This system comprises of 256 photovoltaic panels, producing 51 kW of solar energy output. The Level 3 biosafety building was completed in 2008 and houses research facilities for allergens and infectious diseases.



- Ft. Knox Anderson Pool

This 2 kW system provides enough energy to run all of the building's security equipment. This was a great location for a solar installation because of the large energy needs for an Olympic sized pool.



- University of Louisville Speed School of Engineering

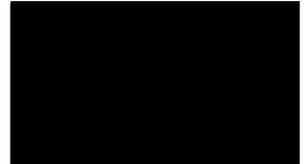
This tracking unit provides 2 kW of power, enough to run the building's computer lab. The system is able to maximize solar energy by following the sun as it moves through the sky. It also provides domestic hot water to the building through the thermal system in the center of the panel.





Mr. Johnny Miller  
Earthwell Energy Management, Inc.  
1831 Plantside Drive  
Louisville, KY 40299-1931

**E.ON U.S. LLC**  
Customer Energy Efficiency  
220 West Main Street  
Louisville, KY 40202  
[www.eon-us.com/ee](http://www.eon-us.com/ee)



January 29, 2010

**Subject: 2009 Year End Evaluation**

Dear Mr. Miller

This is a note regarding the 2009 year end evaluation of Earthwell Energy Management, Inc.'s performance during its first year as a Business Partner with LG&E/KU on our commercial energy audit program.

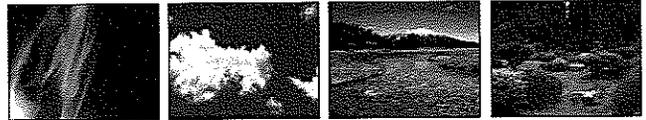
You and your employees were instrumental in helping LG&E/KU surpass the intended 2009 objective of completed audits for our large commercial customers. Our aggressive target of 655 audits was exceeded by 9 with the help of your highly competent staff. The flexibility of your workforce allowed us to provide a large quantity of customers a high quality energy audit in a short amount of time. Strong commitments to safety and customer service are characteristics LG&E/KU continue to seek as we build relationships with Business Partners such as Earthwell.

Earthwell Energy Management, Inc. has exceeded our expectations as an Energy Management Company by demonstrating the proficient knowledge in identifying and implementing energy measures. In addition, we strongly encourage Earthwell to continue to offer E.ON their ideas on how the commercial audit program can be more efficiently implemented and marketed to our customers.

E.ON is proud to partner with an organization such as yours. We are looking forward to another successful year.

Sincerely,

A handwritten signature in cursive script that reads "Lisa P. Keels".  
Lisa P. Keels



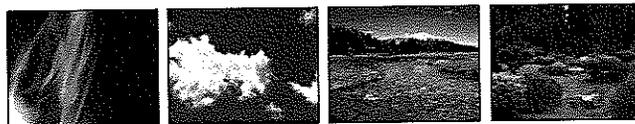
## Overview of Staff Experience



**John L. Miller, CSLT** is the Founder and President of Earthwell Energy Management, Inc. and has twenty years of marketing and managerial experience in both structured and entrepreneurial environments. Aside from managing all aspects of the business, Johnny focuses on customer and supplier relations, marketing and company vision. Johnny's responsibilities include business/strategic planning, all financial and administrative responsibilities, facilitation of the establishment of short and long-term goals in the areas of capital allocations and expenditures, sales and team development. Johnny has created the business model that has driven Earthwell from a start-up operation to an organization that has seen positive growth in each of the past fourteen years. Johnny is a graduate of the University of Louisville with a Bachelor of Arts degree in Marketing and is certified by the National Association of Lighting Management Companies. Johnny was recently elected to the Bingham Fellows program for 2010. The topic for the class will be how to position Louisville as a "green" leader in the sustainability movement.



**Phillip R. Kruer, P.E., CEM, CMVP, CSDP, CLEP, CLMC** is the Vice President of Engineering for Earthwell. Phil joined the Earthwell team in 1999. Phil's responsibilities include the development of comprehensive, cost-effective technical solutions to increase customer's operational and energy efficiency, measurement and verification, and new technology research. Phil assists in the design, specification and selection of HVAC systems as well as other energy conservation measures and is primarily responsible for the design of interior and exterior lighting systems and controls. Phil also assists in the measurement and verification of ECM's. Prior to joining the Earthwell team, Phil had over seven years of experience in building automation, facility management, and multi-site energy conservation implementation with BellSouth and Honeywell, Inc. At BellSouth, Phil was the manager of mechanical / building facility management systems (BFMS) where he managed major mechanical and BFMS projects, designed, specified, and selected HVAC systems, supervised consulting engineers, administered HVAC maintenance for over 200 buildings, managed capital and expense budgets, and developed control sequences for energy conservation. At Honeywell, Inc., Phil was a Performance Contracting Engineer (PCE). His responsibilities as a PCE included developing operational and energy efficiency improvements and designing, specifying, and selecting HVAC systems.



**A POWER IN ENERGY EFFICIENCY.**

Phil is a graduate of Purdue University with a Bachelor of Science in Mechanical Engineering and is a licensed professional engineer in the State of Kentucky.



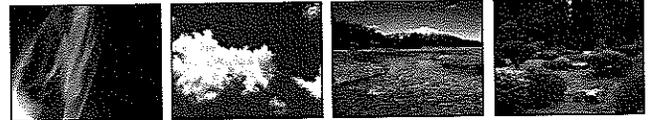
**Mary Cabral Minoff** is the Commercial Energy Audit Manager for Earthwell Energy Management. Mary joined Earthwell in 2009. Mary's responsibilities include managing the daily operations of Earthwell's audit program and performing technical audits and energy surveys. Prior to joining the Earthwell team, Mary has over twenty eight years of experience in various capacities in the commercial lighting industry including electrical distribution, independent manufacturer's sales representative, and manufacturer sales. As an independent manufacturer's sales representative, Mary was responsible for providing technical lighting support to architects, electrical engineers and lighting designers while securing and managing projects. As a National Accounts Regional Sales Manager for a major lighting manufacturer, Mary was responsible for a territory that covered over twenty states. Mary helped end users, lighting designers, architects, and electrical distributors develop energy efficient, lighting designs that enabled businesses to increase sales while lowering their operating costs. Mary has a Bachelor of Science in Sociology from Towson University in Baltimore, Maryland.



**Justin A. Brown, EIT, EMIT, LEED AP, CSLT** is an Energy Engineer and a member of the Audit Team for Earthwell Energy Management, Inc. Justin's responsibilities include identifying energy efficiency opportunities that will generate energy savings, lower operational cost and reduce carbon emissions. Justin also assists in the design, specification, and selection of solar photovoltaic and solar hot water systems ranging from residential to large scale commercial projects. He is proficient with energy efficiency and solar design software including ESim and AutoCad. Prior to working with Earthwell, Justin served as a co-op with General Electric's Appliance Park where he assisted in the organization and efficiency of an assembly line consisting of over 50 employees. Justin also has field experience with Indoor Comfort Controls, a HVAC services company, where he both serviced and repaired residential HVAC systems. Justin is a graduate of the University of Dayton with a Bachelor of Science in Mechanical Engineering and a focus in energy efficiency.



**Gus E. Probus P.E., CSLT** is a Project Engineer and a member of the Audit Team for Earthwell Energy Management, Inc. Gus's responsibilities include identifying energy efficiency opportunities that will generate energy savings, lower operational cost and reduce carbon emissions. Prior to joining Earthwell, Gus had over twenty years in the field of construction project management and project



**A POWER IN ENERGY EFFICIENCY.**

development. He most recently worked for Brash and Barry General Construction as a Project Manager. Gus has managed projects in excess of \$15,000,000 for both the public and private sector and has run his own construction company for six years. In the field of construction project management, Gus obtained valuable experience in cost control, resource allocation and customer satisfaction. Gus is a graduate of the University of Louisville Speed School and is a licensed professional engineer in both Kentucky and Indiana.



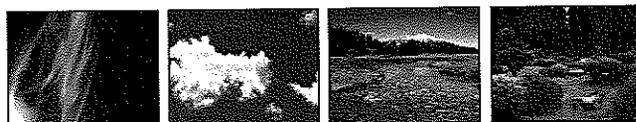
**David J. Underwood, EIT, CSLT, LEED GA**, is an Energy Engineer and a member of the Audit Team for Earthwell Energy Management, Inc. David's responsibilities include identifying energy efficiency opportunities that will generate energy savings, lower operational cost and reduce carbon emissions. Prior to joining Earthwell, David worked at the University of Louisville conducting graduate research on active and passive solar energy and facilitated the usage of solar energy equipment for educational purposes. David's former research team has submitted a journal article regarding the blockage of passive solar heating during the summer months on a passive solar heating wall. David also traveled to Belize with Engineers without Borders to work on bringing water and waste treatment to a remote village. David has a Masters of Mechanical Engineering and a Certificate in Environmental Engineering from the University of Louisville.



**Joshua L Tennen, CSLT, CRM, LEED Green Associate** is an Environmental Scientist and a member of the Audit Team for Earthwell Energy Management, Inc. Josh's responsibilities include identifying energy efficiency opportunities that will generate energy savings, lower operational cost and reduce carbon emissions. Prior to joining Earthwell, Josh worked as an Environmental Scientist for the Louisville Metro Air Pollution Control District and the State of Indiana Office of Water Quality. Josh has successfully completed courses in the field of building science and is a Certified Infrared Thermographer. Josh graduated Magna Cum Laude from Northern Arizona University with a Bachelor of Science in Microbiology and Minor in Chemistry. He then continued his formal education at Indiana University School of Public and Environmental Affairs and received a Masters of Science in Environmental Science.



**Ross Wojcik, CSLT, LEED-AP** is a Sales Engineer and a member of the Audit Team for Earthwell Energy Management, Inc. Ross's responsibilities include identifying energy efficiency opportunities that will generate energy savings, lower operational cost and reduce carbon emissions. Ross has 14 years of experience in the



**A POWER IN ENERGY EFFICIENCY.**

commercial HVAC industry, including manufacturing, marketing, and new system design and application. Prior to joining Earthwell, Ross worked six years for Thermal Equipment Inc. as a Sales Engineer. His responsibilities included HVAC system design, application and sales to contractors and end users. In that capacity, he had the opportunity to work with numerous architects and engineers assisting in the application and design of heating and air conditioning systems. Ross has been a member of the U.S. Green Building Council (USGBC) for 3 years and serves as the Chapter Programs/CTTC Chairman for the Louisville chapter of the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE). Ross has his Bachelors Degree in Business Administration – Marketing and Management from the University of Louisville



**Ron Grobmeier** is a Senior Sales Associate and a member of the Audit Team for Earthwell Energy Management, Inc. Ron's responsibilities include identifying energy efficiency opportunities that will generate energy savings, lower operational cost and reduce carbon emissions. Prior to joining the Earthwell, Ron had over twenty eight years of experience with Osram Sylvania as a Senior Account Manager. In this capacity, Ron was responsible for the account management of two major electrical distributors with over twenty eight locations and a sales budget of \$7.5 million. His other responsibilities included national training for electrical distributors, end users, and architects in developing energy efficient lighting designs. In that position, Ron gained valuable expertise in lighting system design and product application, which has brought tremendous lighting resources to the Audit Team.

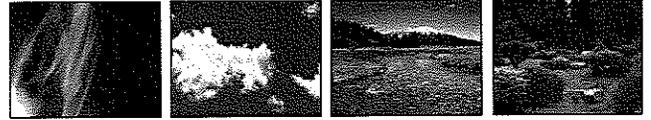


**Desmond Gardner** is a Motors and Drives Specialist and a member of the Audit Team for Earthwell Energy Management, Inc. Desmond's responsibilities include identifying energy efficiency opportunities that will generate energy savings, lower operational cost and reduce carbon emissions. Desmond has been with Earthwell for nine years. He also has fifteen years of experience in automation controls, is a Certified Andover Controls technician, and has installed Honeywell, Trane and Siemens automation systems. Desmond served five years in the United States Air Force as an Electrical Power Production Specialist where he operated and maintained diesel generators and electrical distribution systems. He also gained experience with large commercial uninterruptible power supply systems (UPS). In addition, Desmond is a Certified Healthcare Technician, which allows him to work inside hospitals that require such a certification to perform construction tasks in close proximity to patients and health care providers using proper construction and isolation protocols to isolate patients from the work area.



# EARTHWELL

ENERGY MANAGEMENT INC.



**A POWER IN ENERGY EFFICIENCY.**



**Patricia T. Gravelle** joined Earthwell in 2009 as Audit Support Manager and is responsible for data base management, company call/assistance and handles all administrative duties associated with the day to day operations of Earthwell's auditing services. She also assists the Office Manager and President in other various administrative duties. Patti's career encompasses over 30 years of corporate administration, accounting, inventory management and distribution, and information technology. Before joining the Earthwell team, Patti worked for OneSource Energy Services for eight years as the Division's Contract Manager. She was responsible for coordinating and preparing bids, processing specifications and compiling the information for data on all the service procurements. In addition, she implemented a customer based invoicing system which resulted in an 85% increase in the division's accounts receivable. Patti attended Jefferson Community College and majored in Business Administration. She has taken numerous business courses over the years and is proficient in Excel, Microsoft, Great Plains, Epicor, Vantage, Outlook, Access, Microsoft Outlook, PowerPoint, and other reference Software Training.



**Melanie S. Hawkins** is Earthwell's Office Manager and has been with the company since 2001. Melanie maintains all office records, employee records, accounts payable and receivable, and performs all other office administrative duties. Melanie assists the entire Earthwell team with the development of proposals and other official documents. Prior to joining the Earthwell team, Melanie was with Honeywell Inc. for over nine years where she was a Sales Support Specialist. In that position, she contributed to the achievement of key team goals by providing sales and marketing support to the team members and team leader. Melanie was also responsible for understanding customer needs, preparing proposal materials and assisting sales representatives in the presentation of Honeywell's proposed solutions. Her responsibility also included managing the Louisville Field Office. She has an excellent knowledge of Windows, Word, Excel, and Power Point. Melanie has a Bachelor of Science degree from Western Kentucky University.

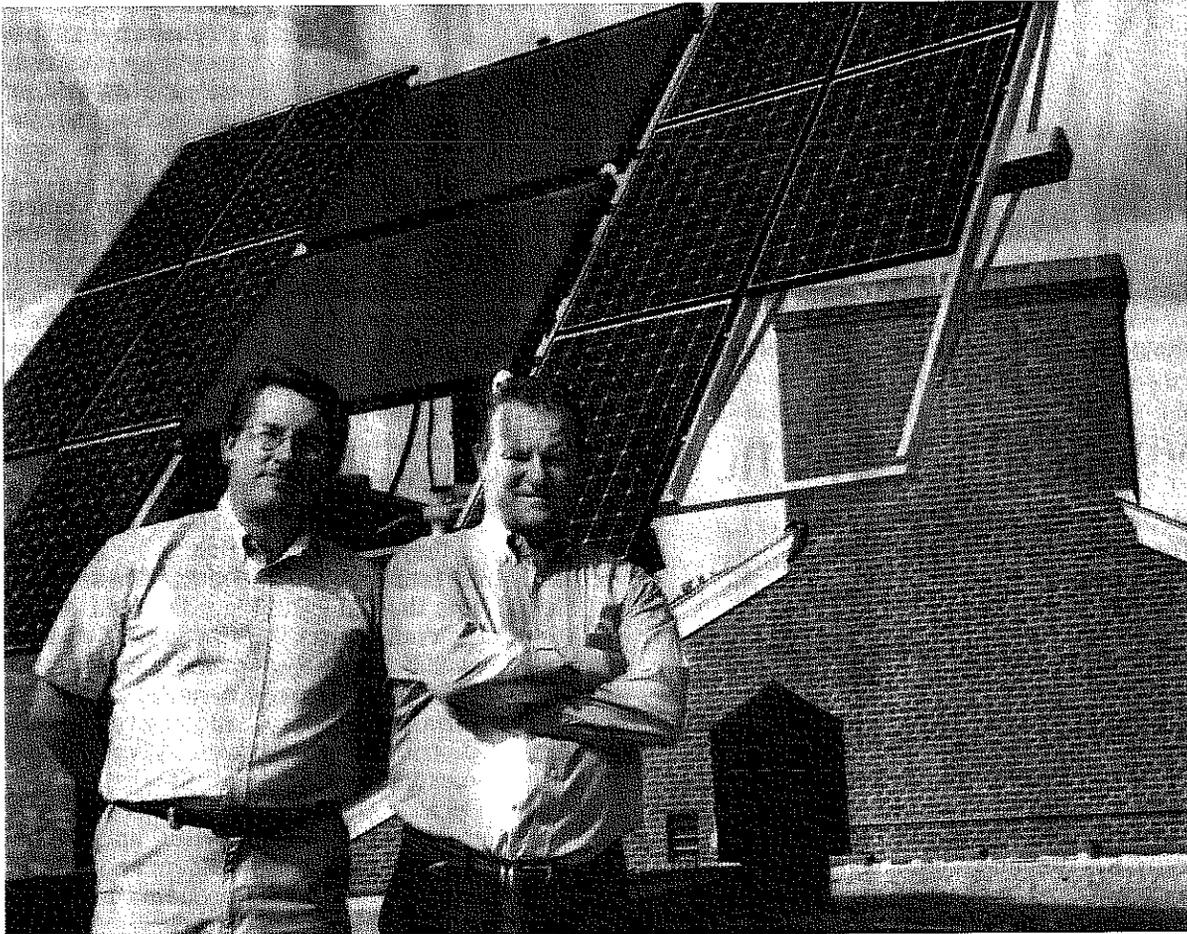
# The Courier-Journal

Dan Blake, editor dblake@courier-journal.com | 502-4651 | Fax: 582-4360

MONDAY OCTOBER 20, 2008

*"We are in the middle of a green building boom."*

JOHNNY MILLER, president, Earthwell Energy Management



By Bill Wolfe, The Courier-Journal

Chris Curry, left, Earthwell's renewable energy manager, and President Johnny Miller stood near a 2,000-watt solar-power system that the company installed at the University of Louisville's Henry Vogt Building.

## Earthwell forecasts bright green future

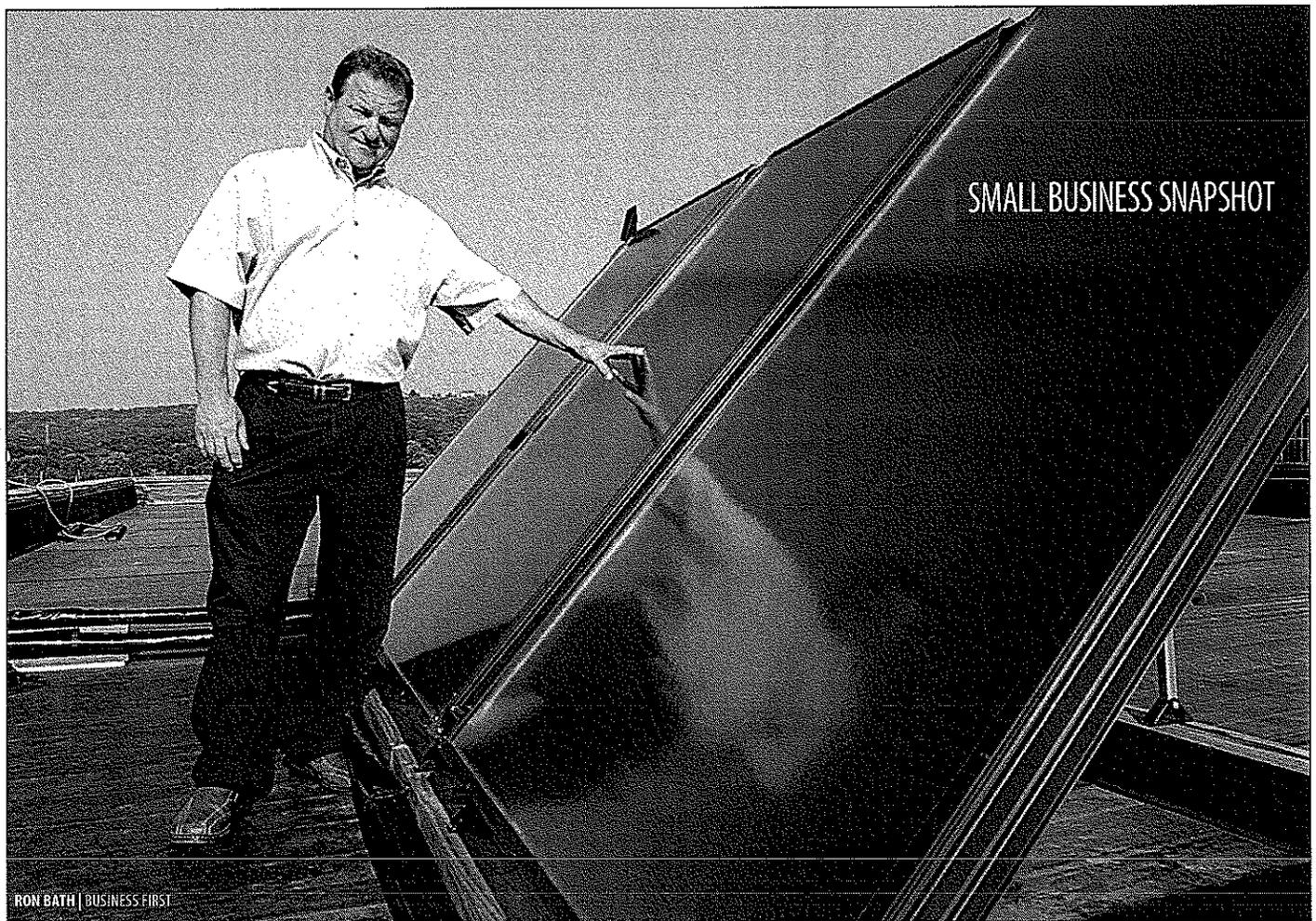
# BUSINESS FIRST

21 | STRATEGIES

SEPT. 7, 2007 BUSINESS FIRST

[louisville.bizjournals.com](http://louisville.bizjournals.com)

## Salt of the Earth



BY BEN ADKINS | STAFF WRITER  
[badkins@bizjournals.com](mailto:badkins@bizjournals.com)

Louisville native Johnny Miller had invested more than a decade of his career as an advertising executive by the early 1990s.

He had moved his family four times and was living in Dayton, Ohio. He had

had enough.

"I was tired of justifying my existence with billboards," he said. "I wanted to feel better about what I was doing."

Ready for a career change and troubled by turmoil over oil in the Middle East, he began to turn his attention toward environmental concerns, attending an environmental conference in Los Angeles.

During the conference, a speaker as-

serted that any serious environmental discourse must include discussion about energy because this was at the root of environmental degradation.

The conference was enough to help Miller determine his next career move. He founded Earthwell Energy Management Inc. in 1994.

Earthwell's services include designing, purchasing materials, installing

ATTN: BRADY

**VISIONAIRE LIGHTING**

*Performance In A Whole New Light*

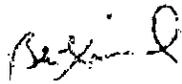
**Buy American**

Visionaire Lighting supports the Buy American Act. We are committed to the idea that the majority of the total cost of a Visionaire fixture originates with United States suppliers. Visionaire has production facilities in Ensenada, Baja California. A small portion of the total cost of our products, less than 15%, originates at Visionaire subsidiary (Ensenada based) Facility. As such the majority of all material and labor which makes up Visionaire products originates in the United States of America. Visionaire is in compliance with Buy American Act, American Reinvestment and Recovery Act (ARRA) and are FAR-52.225-11 trade compliant.

Furthermore, all purchase orders marked "Buy American" are made and assembled in the USA.

Please feel free to contact us for further information or clarification.

Sincerely,



Bryan A. Fried  
Chief Executive Officer

