

**CONTRACT NAME: AGREEMENT BETWEEN K & B
ELECTRIC, INC. AND DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement is between K & B Electric, Inc. and Davis Joint Unified School District to install new exterior lighting for the Emerson Junior High School tennis courts and bike storage areas and to replace existing exterior light pole heads to match the replacements made under Proposition 39 Lighting Retrofit Project.

The cost of this service is not to exceed \$11,804 and will be paid for by Proposition 39 Funds. There will be no impact to the General Fund.

DAVIS JOINT UNIFIED SCHOOL DISTRICT
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into as of March 2, 2017 (the “Effective Date”) by and between the Davis Joint Unified School District, a public school district of the State of California (the “District”), and K&B Electric, Inc , a CA Licensed Elect. Contractor (“Provider”). The District and the Provider are collectively referred to in this Agreement individually as “Party” and collectively as the “Parties.” This Agreement is made with reference to the following facts:

WHEREAS, the District requires services and/or advice of a highly specialized and technical nature in connection with certain financial, economic, accounting, consulting and/or administrative matters and such services and advice are not available within the District and cannot be performed satisfactorily by District employees; and

WHEREAS, Provider possesses the necessary expert knowledge, experience, and ability to perform services not available through District personnel, and Provider is specially experienced and competent to provide to the District certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, the District desires to engage Provider pursuant to Government Code Section 53060 because of Provider’s special expertise and experience, and Provider desires to be engaged by the District; and

WHEREAS, the District and Provider desire to reduce to writing the terms and conditions of the District’s engagement of Provider; and

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

ARTICLE 1.
SERVICES TO BE PERFORMED BY PROVIDER

Section 1.1 Performance Of Services.

Provider agrees to perform services for the District as described in Appendix A to this Agreement (the “Services”) and shall provide other services as may be requested by the District from time to time.

Section 1.2 Method Of Performance And General Supervision.

Provider will determine the methods, details, and means of performing the Services required by this Agreement. Subject to the foregoing, the District retains the right to inspect, to stop work, to prescribe alterations and generally to monitor Provider’s work to ensure its conformity with the terms of this Agreement.

Section 1.3 Employment Of Assistants.

Provider may, at Provider's own expense, employ such assistants as Provider deems necessary to perform the services required of Provider by this Agreement. District may not control, direct, or supervise Provider's assistants or Providers in the performance of those services.

Section 1.4 Provider's Certifications, Representations and Warranties

Provider makes the following certifications, representations and warranties for the benefit of the District. Provider acknowledges and agrees that the District, in deciding to engage Provider pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representation and warranties and their effectiveness throughout the term of this Agreement and the course of Provider's engagement hereunder.

(a) Provider is qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable law, Provider has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.

(b) Provider, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

(c) Provider will perform their services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Provider will furnish, at their expense, those services that are set forth in this Agreement and represents that such services are within the technical and professional areas of expertise of the Provider or any sub-Provider the Provider has engaged or will engage to perform the service(s).

**ARTICLE 2.
TERM AND TERMINATION**

Section 2.1 Term.

(a) This Agreement shall become effective on the Effective Date and shall continue through April 14, 2017 (the "Term"), unless the Agreement is earlier terminated by either Party in accordance with Section 2.2, below. Pursuant to Education Code Section 17596, the Agreement Term including all renewals shall not exceed five (5) years.

Section 2.2 Termination.

(a) This Agreement may be terminated by either Party upon fourteen (14) days written notice to the other Party in the event of a substantial failure of performance by such other Party, including insolvency of Provider or if the District should decide to abandon or indefinitely postpone the Project.

(b) In the event of a termination based upon abandonment or postponement by District, the District shall pay the Provider for all services performed and all expenses incurred under this

Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement, plus any sums due to the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the District or in the possession of the Provider. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased Provider and replacement Provider costs, shall be deducted from payments to the Provider.

(c) In the event a termination for cause is determined to have been made wrongfully, or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 2.2 (d) below, and Provider shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Provider.

(d) This Agreement may be terminated for convenience by District without cause, upon twenty (20) days written notice to the Provider. In the event of a termination without cause, the District shall pay to the Provider for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination, plus any sums due the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to other documents, whether delivered to the District or in the possession of the Provider.

(e) In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, Provider agrees to continue the work diligently to completion. If the dispute is not resolved, Provider agrees it will neither rescind the Agreement nor stop the progress of the work, but Provider's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. The Parties may agree in writing to submit any dispute between the Parties to arbitration. The District agrees to pay the Provider the undisputed amounts due under this Agreement.

The Parties understand and agree that this Termination Article shall govern all termination rights and procedures between the Parties. Any termination provision that is attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.

ARTICLE 3. COMPENSATION

Section 3.1 Terms Of Payment.

[Section 3.1 and 3.3 to be modified by the District as needed to address specific payment terms.]

In consideration for all Services to be performed by Provider, the District agrees to pay Provider Eleven Thousand Eight Hundred and four Dollars (\$11,804.00) for all labor and materials hours worked by Provider.

Provider shall submit to the District a statement of services rendered with an invoice. The District agrees to pay the amount due to Provider for the Services within 30 days after the Services are performed.

Section 3.2 No Payroll Or Employment Taxes.

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Provider. The payroll or employment taxes that are the subject of this Section include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

Section 3.3 Expenses.

Provider shall be reimbursed for the reasonable and actual out-of-pocket expenses incurred by Provider in the performance of Provider's duties and responsibilities under this Agreement, as provided for in Appendix A, provided that Provider shall first furnish proper vouchers and expense accounts setting forth the information required by the Internal Revenue Service for deductible business expenses.

Section 3.4 Accounting Records Of The Provider.

Records of the Provider's direct personnel and authorized reimbursable expenses and records of accounts between the District and Provider shall be kept on a generally recognized accounting basis, and shall be available for inspection by the District at mutually convenient times.

**ARTICLE 4.
OTHER OBLIGATIONS OF PROVIDER**

Section 4.1 Nonexclusive Services.

Provider may represent, perform services for, and/or be employed by such additional companies, persons, or clients as Provider, in Provider's sole discretion, chooses.

Section 4.2 Workers Compensation And Unemployment Insurance And Licenses.

Provider shall be responsible for providing, at Provider's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for Provider and for Provider's employees, agents and independent Providers, as may be required by law.

Section 4.3 Materials And Equipment.

Provider shall supply all materials and equipment required to perform the Services under this Agreement, except as may be otherwise specified in Appendix A.

Section 4.4 Licenses, Permits, Fees And Assessments.

Provider shall obtain at Provider's sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Provider shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Provider's performance of the Services required by this Agreement.

Section 4.5 Fingerprinting.

For any work performed by Provider at District facilities, if and when requested by the District, Provider's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site pursuant to Education Code section 45125.1. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as those terms are defined in Penal Code sections 667.5(c) and 1192.7(c), respectively. Provider shall not permit an employee to come into contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45125.1. Provider shall provide District with a list of names of employees who may come into contact with students and must certify in writing to the District that none of its employees who may come into contact with students have been convicted of a felony as defined in Education Code section 45125.1. District may request the removal of an employee from a District site at any time. Failure to comply with any of the provisions of this Section may result in termination of this Agreement.

Section 4.6 Confidentiality.

Provider acknowledges that, during the term of this Agreement, Provider may have access to privileged and confidential materials and information in the custody of clients of the District. Provider covenants and agrees to keep such information confidential and not to disclose such information directly or indirectly during, or subsequent to, the term of this Agreement. Provider further acknowledges that, during the term of this Agreement, Provider may obtain and have access to certain proprietary or confidential information, knowledge, technology, data, methods, files, records, and client lists relating to the District's business (collectively, the "Confidential Information"), which the District and Provider agree are proprietary or confidential in nature.

Provider acknowledges that:

- (a) The Confidential Information will be developed and acquired by the District at great expense, is of great significance and value to the District, and constitutes trade secrets;
- (b) The Confidential Information will be made known to the Provider in full reliance on this Agreement;
- (c) The Confidential Information is material and critically important to the effective and successful conduct of the District's business operations and activities; and
- (d) Any use of the Confidential Information by Provider other than for the District's benefit in connection with the business relationship between Provider and the District established by this Agreement will constitute a wrongful usurpation of the Confidential Information by Provider. The Provider hereby agrees to forever hold the Confidential Information in strict confidence and secret; provided, however, that Provider may disclose any or all of the Confidential Information to any corporation, partnership, trust, firm or other business entity not affiliated with the District if prior written consent of the District is obtained by Provider.

Section 4.7 [Reserved]

Section 4.8 Insurance.

Provider shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Provider and District from claims which may arise out of or result from Provider's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLAR (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- (i) owned, non-owned and hired vehicles;
- (ii) blanket contractual;
- (iii) broad form property damage;
- (iv) products/completed operations; and
- (v) personal injury.

Section 4.9 Indemnification.

To the fullest extent permitted by law, Provider shall fully indemnify, defend and hold harmless the District, its employees, agents and independent Providers from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Provider's services performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

Section 4.10 Return Of District Property.

On the termination of this Agreement or whenever requested by the District, Provider shall immediately deliver to the District all property in Provider's possession or under Provider's control belonging to the District in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Provider excepted.

ARTICLE 5. PROVIDER'S WORK PRODUCT

Section 5.1 Ownership Of Provider's Work Product.

(a) Provider agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written, or contributed by Provider, either individually or in collaboration with others, pursuant to this Agreement, shall belong to and be the sole property of District.

(b) Provider agrees that all rights in all works prepared or performed by Provider pursuant to this Agreement, including patent rights and copyrights applicable to any of the intellectual properties described in Subsection (a) above, shall belong exclusively to District and shall constitute “works made for hire.”

(c) The provisions of this Section shall not apply to any of Provider’s rights in any invention for which no equipment, supplies, facilities, or trade secret information of District was used, which was developed entirely on Provider’s own time, and which:

(i) Does not relate, at the time of conception or reduction to practice of the invention, to District’s business or to District’s actual or demonstrably anticipated research or development; or

(ii) Does not result from any work performed by Provider for District.

Section 5.2 Use Of Copyrighted Materials.

Provider warrants that any materials provided by Provider for use by District pursuant to this Agreement shall not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of “fair use,” as that concept is defined in the Copyright Act, and except to the extent that Provider has obtained permission to use such work from the copyright holder. Provider shall be solely responsible for ensuring that any materials provided by Provider for use by District pursuant to this Agreement satisfy this requirement. Provider agrees to hold District harmless from all liability or loss, including debt or exercise for attorneys’ fees to which District is exposed on account of Provider’s failure to perform this duty.

**ARTICLE 6.
GENERAL PROVISIONS**

Section 6.1 Disputes Resolution.

In the event of any disputes or disagreement between the District and Provider with respect to the interpretation of any provision of this Agreement, or to the performance of the Parties under this Agreement, each Party shall appoint a designated representative to meet in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this Agreement. Such negotiations shall be conducted in a timely manner to avoid undue delay in resolving the dispute. No formal proceeding for judicial resolution of any dispute or disagreement shall be commenced until a Party concludes in good faith and provides written notice to the other Party that an amicable resolution of the matter at issue through continued negotiation does not appear likely.

Section 6.2 Default.

A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

Section 6.3 Amendments.

This Agreement may not be altered or modified, except by a writing signed by the Parties.

Section 6.4 Status Of Provider.

Provider enters into this Agreement, and will remain throughout the term of the Agreement, an independent Provider. Neither Provider nor its employees, agents or independent Providers shall become an employee, joint venturer, partner, agent or principal of the District while this Agreement is in effect. Provider's employees, agents and independent Providers shall not be entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit.

Section 6.5 Governing Law.

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all Parties were residents of California and the Agreement was made and performed in California.

Section 6.6 Notices.

All notices and demands between the Parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:

To the District:

Attn: Bruce Colby,
Chief Business Officer

Davis Joint Unified School District
526 B Street
Davis, CA 95616-3811

To the Provider:

Attn: Kurt Holdren

K&B Electric, Inc.
P.O. 2233
Loomis, CA 95650

Each Party may designate in writing such other place or places that notices and demands may be given.

Section 6.7 Assignment.

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

Section 6.8 Order Of Precedence.

In the event of any conflict or inconsistency in the interpretation of this Agreement (including Attachments), such conflict or inconsistency shall be resolved by giving precedence to the body of this Agreement, then to the Attachments.

Section 6.9 Agreement Interpretation.

This Agreement is the result of arm's length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party.

Section 6.10 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

Section 6.11 Entire Agreement.

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary agreements, understanding, and commitments between the Parties with respect to the subject matter of the Agreement.

Section 6.12 Severability.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 6.13 Effect Of Recitals.

The Recitals and Exhibits herein are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same.

Section 6.14 Force Majeure.

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other events of force majeure beyond the Party's control, then such Party shall, upon written notice to the other Party hereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

DISTRICT:

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: _____

Name and Title: Bruce Colby, Chief Business Officer

PROVIDER:

By: _____

Name and Title: Kurt Holdren, President

APPENDIX A

SCOPE OF SERVICES

(attached)

Install (2) new 12' exterior LED light standard on new concrete foundation base, connected to existing lighting circuit near the school's tennis court & bike storage area per the attached proposal dated 2/17/2017 # 1048. Also included in this scope is to replace existing exterior head assembly to match what has been replaced under the Proposition 39 Lighting Retrofit Project.

This new work will be funded and paid for by Proposition 39 Funds and will have no impact to the General Fund.

K & B Electric Inc

P.O. BOX 2233
 Loomis, CA 95650
 Lic. No. 937299
 916 652 6524 Fax 916 404 4819
 kandbelectric916@sbcglobal.net

PROPOSAL

DATE	PROPOSAL...
2/17/2017	1048

NAME / ADDRESS
DJUSD George Parker 1919 5th Street Davis, CA 95616

PROJECT
Emerson Pole Lighting at Tennis Courts.

We take pleasure in submitting the following proposal in accordance with specifications included herein and subject to the conditions on reverse side hereof for acceptance within 30 days from the above date.
 If this Proposal meets with your satisfaction, please sign and return the enclosed copy.

DESCRIPTION	COST	TOTAL
Emerson Jr. High School Pole Lighting at Tennis Courts. This estimate is based on job site visit with George Parker and Mel Nelson on February 12, 2017 and as follows. Supply and Install: 2- 12' light poles with a LED light head near the tennis courts. Provide 2- new concrete light pole bases. Intercept lighting circuit from existing light pole near by. Replace existing light pole head with new LED light head to match new. Troubleshoot existing lighting circuit and repair. this estimate is based on working hours between 7:00 AM and 4:00 PM. Asphalt patch is excluded. FOR THE SUM OF: \$11,804.00	11,804.00	11,804.00

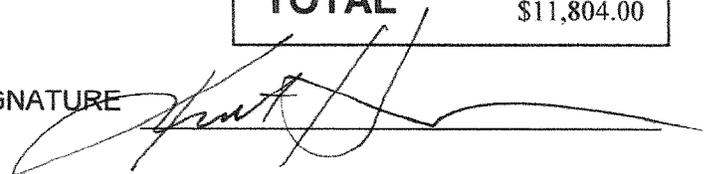
Accepted by: _____

 Date: _____

Fax #
916-404-4819

TOTAL	\$11,804.00
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SIGNATURE





FEATURES & SPECIFICATIONS

INTENDED USE — Square Straight Steel is a general purpose light pole for up to 39-foot mounting heights. This pole provides a robust yet cost effective option for mounting area lights and floodlights.

CONSTRUCTION — **Pole Shaft:** The pole shaft is of uniform dimension and wall thickness and is made of a weldable-grade, hot-rolled, commercial-quality steel tubing with a minimum yield of 55 KSI (11-gauge, .1196"), or 50 KSI (7-gauge, .1793"). Shaft is one-piece with a full-length longitudinal high-frequency electric resistance weld. Uniformly square in cross-section with flat sides, small corner radii and excellent torsional qualities. Available shaft widths are 4", 5" and 6".

Pole Top: A top cap is provided for all poles that will receive drilling patterns for side-mount luminaire arm assemblies or when ordered with PT option.

Handhole: A reinforced handhole with grounding provision is provided at 18" from the base. Positioning the handhole lower may not be possible and requires engineering review; consult Tech Support-Outdoor for further information. Every handhole includes a cover and cover attachment hardware. The handhole has a nominal dimension of 2.5" x 5".

Base Cover: A durable ABS plastic two-piece full base cover, finished to match the pole, is provided with each pole assembly. Additional base cover options are available upon request.

Anchor Base/ Bolts: Anchor base is fabricated from steel that meets ASTM A36 standards and can be altered to match existing foundations; consult factory for modifications. Anchor bolts are manufactured to ASTM F1554 Standards grade 55, (55 KSI minimum yield strength and tensile strength of 75-95 KSI). Top threaded portion (nominal 12") is hot-dipped galvanized per ASTM A-153.

HARDWARE — All structural fasteners are high-strength galvanized carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

FINISH — Standard powder-coat finishes include Dark Bronze, White, Black, Medium Bronze and Natural Aluminum colors. Classic finishes include Sandstone, Charcoal Gray, Tennis Green, Bright Red and Steel Blue colors. Architectural Colors and Special Finishes are available by quote and include, but are not limited to Hot-dipped Galvanized, Paint over Hot-dipped Galvanized, RAL Colors, Custom Colors and Extended Warranty Finishes. Factory-applied primer paint finish is available for customer field-paint applications.

WARRANTY — 1-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

NOTE: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

Catalog Number	SSS-12-4C-DM19-DDB-BC
Notes	
Type	



Anchor Base Poles

SSS

SQUARE STRAIGHT STEEL

ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: SSS 20 SC DM19 DDB

SSS Series	Nominal fixture mounting height	Nominal shaft base size/wall thickness	Mounting	Options	Finish ¹⁶	
SSS	(See technical information table.)	(See technical information table.)	Tenon mounting PT Open top (includes top cap) T20 2-3/8" O.D. (2" NPS) T25 2-7/8" O.D. (2-1/2" NPS) T30 3-1/2" O.D. (3" NPS) T35 4" O.D. (3-1/2" NPS) KAC/KAD/KSE/KSF/KVR/KVF Drill mounting ³ DM19 1 at 90° DM28 2 at 180° DM28 PL 2 at 180° with one side plugged DM29 2 at 90° DM39 3 at 90° DM49 4 at 90° CSX/DSX/AERIS™/OMERO™ Drill mounting ³ DM19AS 1 at 90° DM28AS 2 at 180° DM29AS 2 at 90° DM39AS 3 at 90° DM49AS 4 at 90°	AERIS™ Suspend drill mounting ⁴ DM19AST_ 1 at 90° DM28AST_ 2 at 180° DM29AST_ 2 at 90° DM39AST_ 3 at 90° DM49AST_ 4 at 90° OMERO™ Suspend drill mounting ⁴ DM19MRT_ 1 at 90° DM28MRT_ 2 at 180° DM29MRT_ 2 at 90° DM39MRT_ 3 at 90° DM49MRT_ 4 at 90°	Shipped installed L/AB Less anchor bolts VD Vibration damper TP Tamper resistant handhole cover fasteners HAxy Horizontal arm bracket (1 fixture) ^{5,6} FULxy Festoon outlet less electrical ⁷ CPL12/xy 1/2" coupling ⁵ CPL34/xy 3/4" coupling ⁵ CPL1/xy 1" coupling ⁵ NPL12/xy 1/2" threaded nipple ⁵ NPL34/xy 3/4" threaded nipple ⁵ NPL1/xy 1" threaded nipple ⁵ EHLxy Extra handhole ^{5,7} MAEX Match existing ⁸ USPOM United States point of manufacture ⁹ IC Interior coating ¹⁰	Standard colors DDB Dark bronze DWH White DBL Black DMB Medium bronze DNA Natural aluminum Classic colors DSS Sandstone DGC Charcoal gray DTG Tennis green DBR Bright red DSB Steel blue Architectural Colors and Special Finishes ¹¹ Galvanized, Paint over Galvanized, RAL Colors, Custom Colors and Extended Warranty Finishes available.

See footnotes next page.

SSS Square Straight Steel Poles

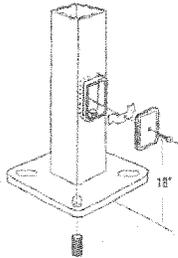
NOTES:

1. Wall thickness will be signified with a "C" (7 Gauge) or a "G" (11-gauge) in nomenclature. "C" = 0.1196 "G" = 0.1793.
2. PT open top poles include top cap. When ordering tenon mounting and drill mounting for the same pole, follow this example: DM2B/T20. The combination includes a required extra handhole.
3. The drilling template pattern to be used for a particular luminaire depends on the luminaire that is used. Refer to the Technical Data Section of the Outdoor Blender for Drilling Templates. Matrix with Generic Template Link at <http://www.acuitybrands.com/~/media/Files/Acuity/Resources/Tools-and-Documents/Pole%20Resources/Pole%20Anchorage/Matrix%20Document/AnchorBoltMatrix.pdf?la=en>
4. Insert "1" or "2" to designate fixture size; e.g. DM19AST2.
5. Specify location and orientation when ordering option. For "x": Specify the height above the base of pole in feet and inches; separate feet and inches with a "-". Example: 5ft = 5 and 20in, 3 m = 20-3 For "y": Specify orientation from handhole (A,B,C,D). Refer to the Handhole Orientation diagram below. Example: 1/2" coupling at 5'8", orientation C: SSS 20 SC DM19 CP1 12/5-BBC 0/0B
6. Horizontal arm is 18" x 2-3/8" (I.D. tenon standard, with radius curve providing 12" rise and 2-3/8" O.D.).
7. Combination of tenon-top and drill mount includes extra handhole.
8. Must add original order number of existing pole(s).
9. Use when mill certifications are required.
10. Provides enhanced corrosion resistance.
11. Additional colors available; see www.lithonia.com/archcolors or Architectural Colors brochure (Form No. 794.3). Available by formal quote only, consult factory for details.

TECHNICAL INFORMATION -- EPA (ft ²) WITH 3-SECOND GUST PER AASHTO 2013																
Series	Mounting Height (ft)	Shaft Base Size	90 MPH	Max. weight	100 MPH	Max. weight	110 MPH	Max. weight	120 MPH	Max. weight	130 MPH	Max. weight	140 MPH	Max. weight	150 MPH	Max. weight
SSS	10	4C	20	500	16	400	13	325	10.5	263	8.5	213	7	175	6	150
SSS	12	4C	16	400	13	325	10	250	8	200	6.5	163	5	125	4	100
SSS	14	4C	13.5	338	10	250	7.5	188	6	150	4.5	113	3.5	88	2.5	63
SSS	16	4C	10.5	263	7.5	188	5.5	138	4	100	3	75	1.5	38	1	25
SSS	18	4C	8	200	5.5	138	4	100	2.5	63	1.5	38	0.5	13	-	-
SSS	20	4C	6	150	4	100	2.5	63	1	25	-	-	-	-	-	-
SSS	20	5C	10	250	7	175	4.5	113	2.5	63	1	25	-	-	-	-
SSS	20	5G	14	350	10	250	7	175	5	125	3	75	1.5	38	0.5	13
SSS	25	4C	2	50	0.5	13	-	-	-	-	-	-	-	-	-	-
SSS	25	4G	5.5	138	3	75	1.5	38	-	-	-	-	-	-	-	-
SSS	25	5C	4.5	113	2	50	-	-	-	-	-	-	-	-	-	-
SSS	25	5G	7.5	188	4.5	113	2	50	0.5	13	-	-	-	-	-	-
SSS	30	4G	1.5	38	-	-	-	-	-	-	-	-	-	-	-	-
SSS	30	5C	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SSS	30	5G	2.5	63	-	-	-	-	-	-	-	-	-	-	-	-
SSS	30	6G	11	275	6	150	2.5	63	-	-	-	-	-	-	-	-
SSS	35	5G	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SSS	35	6G	4	100	-	-	-	-	-	-	-	-	-	-	-	-
SSS	39	6G	-	-	-	-	-	-	-	-	-	-	-	-	-	-

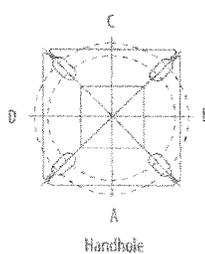
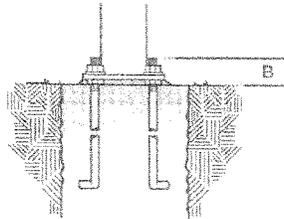
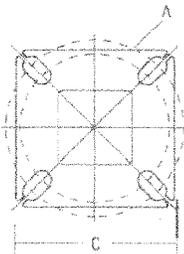
AASHTO 2013 criteria is the most conservative existing EPA calculation. For poles not showing EPA values under AASHTO 2013, EPA values may exist under commercial criteria. Consult Outdoor Tech support to obtain these values.

BASE DETAIL



POLE DATA						
Shaft base size	Bolt circle A	Bolt projection B	Base square C	Template description	Anchor bolt description	Anchor bolt and template number
4"C	8" - 9"	2-3/4" - 4"	8"	ABTEMPLATE PJ50004	AB18-0	ABSSS-4C
4"G	8" - 9"	2-3/4" - 4"	8"	ABTEMPLATE PJ50004	AB30-0	ABSSS-4G
5"	10" - 12"	3-3/8" - 4"	11"	ABTEMPLATE PJ50010	AB36-0	ABSSS-5
6"	11" - 13"	3-3/8" - 4"	12-1/2"	ABTEMPLATE PJ50011	AB36-0	N/A

HANDHOLE ORIENTATION



IMPORTANT INSTALLATION NOTES:

- Do not erect poles without having fixtures installed.
- Factory-supplied templates must be used when setting anchor bolts. Lithonia Lighting will not accept claim for incorrect anchorage placement due to failure to use Lithonia Lighting factory templates.
- If poles are stored outside, all protective wrapping must be removed immediately upon delivery to prevent finish damage.
- Lithonia Lighting is not responsible for the foundation design.

IMPORTANT:

- These specifications are intended for general purposes only. Lithonia reserves the right to change material or design, without prior notice, in a continuing effort to upgrade its products.



POLE-SSS



FEATURES & SPECIFICATIONS

INTENDED USE — Ideal for parking areas, street lighting, walkways and car lots.

CONSTRUCTION — Rugged, die-cast, soft corner aluminum housing with 0.12" nominal wall thickness. Die-cast door frame has impact-resistant, tempered glass lens that is fully gasketed with one-piece tubular silicone.

Finish: Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mm thickness for a finish that can withstand extreme climate changes without cracking or peeling. Standard Super Durable colors include dark bronze, black, natural aluminum and white. Available in textured and non-textured finishes.

OPTICS — Precision acrylic refractive optics for optimum light distribution through the flat glass lens. Available with Type 2, Type 3, Type 4 and Type 5.

ELECTRICAL — High-efficiency nominal 4000K, 65 CRI LEDs mounted to a metal-core circuit board and aluminum heat sink, ensuring optimal thermal management and long life. Designed to provide more than 60,000 hours of performance (L85) at 25°C (77°F) ambient temperatures. Maximum ambient 40°C (104°F). Standard and dimming drivers are available in 120-277V and 347-480V; 50/60 Hz. Drivers have power factor >90% and THD <20%. Expected driver life is over 60,000 hours, matching the light engine life. Integral surge protection tested in accordance with IEEE/ANSI C62.41.2 to Category C Low.

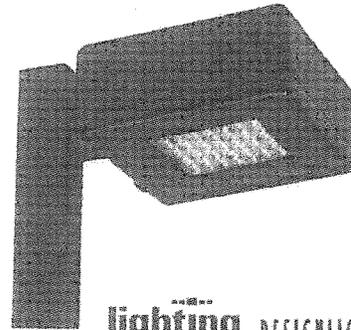
INSTALLATION — Extruded aluminum arm for pole or wall mounting.

LISTINGS — CSA certified to U.S. and Canadian standards for 40°C (104°F) ambient. IP65 rated.

WARRANTY — Five-year limited warranty.

Note: Specifications subject to change without notice.

Catalog Number	KADLED-40C-700-40K0R3-MVOLT-SPD04-DDBXD
Notes	
Type	



CONTOUR
SERIES

Area Luminaire

KAD LED

lighting facts
LED Product Partner

DESIGNLIGHTS
CONSORTIUM



Specifications

Width: 17-1/2 (44.5)

Length: 17-1/2 (44.5)

Depth: 7-1/8 (18.1)

EPA: 1.2 ft³

*Weight: 36.2 lbs. (16.4 kg)

*Weight as configured in example below.

All dimensions are inches (centimeters) unless otherwise specified.



ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: KAD LED 1 63B350/40K SR5 MVOLT SPD04 DDBXD

KAD LED	1												
Series	Number of light engines	Performance package ¹	Distribution	Voltage	Mounting	Options	Options	Options	Finish ⁸				
KAD LED	1	49B350/40K	SR2 Type II	MVOLT ³	Type	Shipped installed in fixture	PER	NEMA twist-lock receptacle only (no photocontrol)	DDBXD	Dark bronze			
		63B350/40K	SR3 Type III	120	SPD___ Square pole				04 4" arm	DBLXD	Black		
		63B530/40K	SR4 Type IV	208	RPD___ Round pole				06 6" arm	DNAXD	Natural aluminum		
		Optional:	SR5 Type V	240	WBD___ Wall bracket				09 9" arm	DWHXD	White		
		49B350/30K		277	WWD___ Wood pole or wall				12 12" arm	DDBTXD	Dark bronze textured		
		63B350/30K		347	Shipped separately ^{4,5}					DBLTXD	Black textured		
		63B530/30K		480	RMA Mast arm external fitter					DNATXD	Natural aluminum textured		
		49B350/50K								DSS124 F 1.5 T1JE U	Photocell solid-state twist-lock (120, 208, 240, 277) ^{2,9}	DWHGXD	White textured
		63B350/50K								REN480 NMX J1	Photocell-ROAM [®] node (480) ^{2,9}		
										SC U	Shorting cap for PER option ⁷		
										VG	Vandal guard ⁸		
					WG	Wire guard ⁹							

Tenon O.D.	One@90°	Two@180°	Two@90° ¹¹	Three@120°	Three@90° ¹¹	Four@90° ¹¹
2-3/8"	T20-190	T20-280	T20-290	T20-320 ¹¹	T20-390	T20-490
2-7/8"	T25-190	T25-280	T25-290	T25-320	T25-390	T25-490
4"	T35-190	T35-280	T35-290	T35-320	T35-390	T35-490

Notes

- Configured with 4000K (1/40K) provides the shortest lead times. 3000K (1/30K) and 5000K (1/50K) are also available. Please consult factory for additional information.
- Multi-volt driver capable of operating on any line voltage from 120V-277V.
- May be ordered as an accessory.
- Must specify finish when ordered as an accessory.
- Must specify voltage. Not available with MVOLT.
- Not available with 347 or 480V.
- Must order PER option. Must be ordered as separate line item.
- Order from Acuity Brands Controls. Not available for 347V.
- Prefix with KAD when ordered as an accessory (e.g., KADVG).
- Must be specified.
- Must use 9" or longer round pole arm.

KAD LED Area Lighting

PERFORMANCE DATA

Number of light engines	Total number of LEDs	Current	Performance package	Distribution	Lumens ¹	W	U	G	Nominal system watts	LPW ²
1	49	350	498350/40K	SR3	4,846	1	1	1	58	84
				SR4	4,762	1	1	1	59	80
				SR5	5,013	3	1	1	59	85
	63	350	638350/40K	SR3	6,661	1	1	1	74	90
				SR4	6,495	1	1	1	75	87
				SR5	6,720	3	1	1	74	91
	530	638520/40K	SR3	8,988	2	1	2	110	82	
			SR4	8,658	2	1	2	110	79	
			SR5	8,912	3	1	1	108	83	

Note

1 Tested to IESNA LM79-06 standards.

Lithonia Lighting

lighting facts[®]

A Program of the U.S. DOE

Light Output (Lumens) 4846

Watts 58

Lumens per Watt (Efficacy) 84

Color Accuracy
Color Rendering Index (CRI) 66

Light Color
Correlated Color Temperature (CCT) 3971 (Bright White)

2700K 3000K 3500K 4000K 4500K 5000K 5500K 6000K 6500K

All results are according to IESNA LM-79-2008: Approved Method for the Electrical and Photometric Testing of Solid-State Lighting. The U.S. Department of Energy (DOE) verifies product test data and results.

Visit www.lightingfacts.com for the Label Reference Guide.

Registration Number: NLSM-01EXE4
Model Number: KAD LED 1 498350/40K SR3
Type: Outdoor area roadway fixture

Lithonia Lighting

lighting facts[®]

A Program of the U.S. DOE

Light Output (Lumens) 6661

Watts 74

Lumens per Watt (Efficacy) 90

Color Accuracy
Color Rendering Index (CRI) 63

Light Color
Correlated Color Temperature (CCT) 4031 (Bright White)

2700K 3000K 3500K 4000K 4500K 5000K 5500K 6000K 6500K

All results are according to IESNA LM-79-2008: Approved Method for the Electrical and Photometric Testing of Solid-State Lighting. The U.S. Department of Energy (DOE) verifies product test data and results.

Visit www.lightingfacts.com for the Label Reference Guide.

Registration Number: NLSM-01DTCT
Model Number: KAD LED 1 638350/40K SR3
Type: Outdoor area roadway fixture

Lithonia Lighting

lighting facts[®]

A Program of the U.S. DOE

Light Output (Lumens) 8988

Watts 110

Lumens per Watt (Efficacy) 82

Color Accuracy
Color Rendering Index (CRI) 63

Light Color
Correlated Color Temperature (CCT) 4056 (Bright White)

2700K 3000K 3500K 4000K 4500K 5000K 5500K 6000K 6500K

All results are according to IESNA LM-79-2008: Approved Method for the Electrical and Photometric Testing of Solid-State Lighting. The U.S. Department of Energy (DOE) verifies product test data and results.

Visit www.lightingfacts.com for the Label Reference Guide.

Registration Number: NLSM-01KYFY
Model Number: KAD LED 1 638520/40K SR5
Type: Outdoor area roadway fixture

Note

- 1 Additional Lighting Facts available; please consult factory.
- 2 Photometric data can be accessed from the Lithonia Lighting website (www.lithonia.com)



KAD-LED