

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2026-27

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A CONTRACT WITH SAMSON ELECTRIC, INC. FOR THE LED LIGHTING REPLACEMENT PROJECT AT THE RECREATION CENTER

WHEREAS, the City of Unalaska has identified the need to replace existing lighting with energy-efficient LED fixtures at the Recreation Center; and

WHEREAS, the project supports energy efficiency and facility improvement goals; and

WHEREAS, Samson Electric, Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, sufficient financial resources have been formally identified and secured to support the implementation of the project, such funding being made available through the RE-VEEP Grant program.

NOW THEREFORE BE IT RESOLVED that the Interim City Manager is authorized to enter into a contract with Samson Electric, Inc. in an amount not to exceed \$133,000 to install LED lighting at the Recreation Center.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on May 12, 2026.


Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:


Estkaileen P. Magdaong, CMC
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Roger Blakeley, PCR Director
Through: Abner Hoage, Interim City Manager
Date: May 12, 2026
Re: Resolution 2026-27: LED Lighting Replacement Project with Samson Electric, Inc in an amount not to exceed \$133,000

SUMMARY: Staff seeks approval to enter into a contract with Samson Electric, Inc. for LED lighting replacement at the Recreation Center in the amount of \$133,000.00.

PREVIOUS COUNCIL ACTION: There has been no previous council action on this resolution.

BACKGROUND: The proposed project seeks to address inefficiency within the Recreation Center: the persistence of outdated lighting infrastructure. By transitioning to modern LED fixtures, we are not merely upgrading equipment, we are making a deliberate move toward long-term sustainability, and fiscal prudence.

This project will be funded through the RE-VEEP grant, allowing the City to undertake this conversion of all existing lighting in the PCR Recreation Center to energy-efficient LED systems without undue burden on local resources. The result is twofold: a reduction in ongoing maintenance demands and a measurable decrease in energy consumption.

DISCUSSION: An RFP was issued for this project and two proposals were received. Staff scored the proposals in accordance with the evaluation criteria set in the RFP. It was determined that Samson Electric Inc was the highest scoring proposal. Samson Electric will provide installation, materials, and compliance with electrical code. Project will be completed Summer 2026.

ALTERNATIVES: Council may choose to:

- Approve Resolution 2026-27 as presented.
- Amend Resolution 2026-27 and approve as amended.
- Postpone action to a date certain and request additional information.
- Reject Resolution 2026-27.

FINANCIAL IMPLICATIONS: Total cost of \$133,000 funded by the RE-VEEP grant.

LEGAL: The contract and procurement process have been reviewed for compliance with City requirements.

STAFF RECOMMENDATION: Staff recommends approval.

PROPOSED MOTION: This item is included in the Consent Agenda; adopting the Consent Agenda will approve it. If the Council moves it to the regular agenda for discussion, the proposed motion is "I move to adopt Resolution 2026-27".

CITY MANAGER COMMENTS: This project aligns with the City's ongoing efforts to improve energy efficiency and reduce long-term operating costs within municipal facilities. The Recreation Center's existing lighting system is outdated and increasingly difficult to maintain, and the transition to LED fixtures will provide both operational and fiscal benefits.

The RE-VEEP grant fully funds this work, allowing the City to complete the upgrade without drawing on local resources. The procurement process was conducted in accordance with City requirements, and Samson Electric, Inc. submitted the lowest responsive and responsible bid.

If approved, the project will proceed on the schedule outlined in the memo, with installation planned for Summer 2026.

ATTACHMENTS:

- RFP LED Light Project
- RFP Addendum 1
- AKE Proposal
- Samson Electric Proposal
- Bid Tabulation
- LED Lighting Replacement Contract.



CITY OF UNALASKA Request for Proposals

**City of Unalaska – Department of Parks, Culture and Recreation
LED Lighting Replacement Project**

1. Introduction

The City of Unalaska, Department of Parks, Culture and Recreation (PCR), is seeking qualified contractors to provide proposals for the replacement of existing lighting systems with energy-efficient LED lighting in the following facilities:

- Unalaska Community Center
- Burma Road Chapel
- Henry Swanson House
- Aquatic Center

The intent of this project is to improve energy efficiency, reduce maintenance costs, and enhance lighting quality within these facilities.

2. Scope of Work

The selected contractor shall provide all labor, materials, equipment, and supervision necessary to complete the following:

- Remove and properly dispose of existing lighting fixtures and components
- Supply and install new LED lighting fixtures throughout each facility
- Retrofit or replace fixtures as required to meet current electrical and energy codes
- Ensure all lighting meets appropriate illumination levels for each space
- Minimize disruption to facility operations during installation
- Perform testing, commissioning, and final adjustments of installed systems

- Provide product data, warranties, and as-built documentation upon completion
-

3. Qualifications

Proposers must demonstrate:

- Experience with commercial or municipal LED lighting retrofit projects
 - Appropriate business licensing and ability to work in the State of Alaska
 - Knowledge of applicable electrical codes and safety standards
 - Ability to complete work within an agreed-upon schedule
-

4. Proposal Requirements

- **Build America, Buy America:** This project is partially or fully grant funded. All furnished materials shall be made in America as required by the United States Office of Management and Budget. See federal requirements (madeinamerica.gov) for details.

Proposals shall include:

- Company background and relevant project experience
 - Project approach and timeline
 - Detailed cost estimate (labor, materials, equipment)
 - Product specifications for proposed LED fixtures
-

5. Schedule

- RFP Issued: 3/19/26
 - Proposal Due Date: 4/20/2026
 - Project Completion: 6/30/2026
-

6. Selection Criteria

Proposals will be evaluated based on:

- Relevant experience and qualifications
- Cost-effectiveness

- **Project timeline**
 - **Quality and suitability of proposed materials**
-

8. Additional Information

The City of Unalaska reserves the right to reject any or all proposals, waive informalities, and accept the proposal deemed in the best interest of the City.

8. Submission Instructions and Deadline

Proposals must be received by the Unalaska City Clerk no later than 5:00 p.m. Alaska Time on Monday, April 20, 2026. Proposals may be delivered via email, U. S. Mail, other delivery service or by hand delivery. Late submissions will not be considered.

City Clerk
City of Unalaska
43 Raven Way
P. O. Box 610
Unalaska, AK 99685
Email: emagdaong@unalaska.gov

CONTACT INFORMATION: For questions or further information about this RFP, please contact:

Jolene Longo
Business and Operations Manager
City of Unalaska
Parks, Culture & Recreation
P. O. Box 610
Unalaska, Ak 99685
(907) 581-1297
Email: jlongo@unalaska.gov

ADDENDUM PCR Lighting Replacement Project City of Unalaska – Parks, Culture & Recreation

This addendum is issued to clarify scope and funding considerations for the PCR Lighting Replacement Project. The project currently has a total available funding amount of \$133,000. Work will be completed within the Community Center to the greatest extent possible within this budget. At this time, it is anticipated that the project scope may require prioritization of areas to ensure the work remains within the available funding. Contractors should account for potential adjustments in scope based on cost efficiency and feasibility. Bidders are encouraged to consider how project volume may impact labor costs, material procurement, and delivery timelines when preparing proposals.

Estimate

AKE Electric Services LLC
P.O. Box 141443
Anchorage Alaska 99514
Phone: 907 885 7227
akelectric49@gmail.com



City Of Unalaska
Unalaska AK

Customer number	Document number	Page	Date	Valid to
1185	1222	1 / 5	4/20/2026	5/20/2026

Item	Quantity	Price	Sales tax	Total
<p>LED LIGHTING UPGRADE PROCKECT Project Overview</p> <p>AKE Electric Services LLC proposes to provide complete electrical services for the LED lighting upgrade at the Unalaska Community Center.</p> <p>Scope of Work</p> <p>AKE Electric Services LLC will provide all labor, materials, equipment, and supervision required to:</p> <ul style="list-style-type: none">* Remove and properly dispose of existing lighting fixtures* Furnish and install new energy-efficient LED lighting systems* Retrofit or replace fixtures as required to meet current NEC and energy codes* Verify proper illumination levels for each space* Perform testing, commissioning, and final adjustments* Provide as-built documentation, product data, and warranties <p>All work will be performed in compliance with the National Electrical Code (NEC) and all applicable local and State of Alaska requirements.</p>	1			0.00

Continued on page 2

This estimate is valid for 30 days. Prices are subject to change based on material availability, market conditions, project specifications, and other factors.

Estimate

AKE Electric Services LLC
 P.O. Box 141443
 Anchorage Alaska 99514
 Phone: 907 885 7227
 akelectric49@gmail.com



City Of Unalaska
 Unalaska AK

Customer number	Document number	Page	Date	Valid to
1185	1222	2 / 5	4/20/2026	5/20/2026

Item	Quantity	Price	Sales tax	Total
<p>Project Approach</p> <ul style="list-style-type: none"> * Coordinate with facility staff to minimize disruption to operations * Execute work in phases for efficiency and safety * Procure and stage materials in advance to address Alaska logistics * Ensure all materials meet Buy American requirements <p>Schedule</p> <p>Estimated project duration: 3-5 weeks The schedule will be coordinated with the City to maintain facility accessibility and minimize operational disruptions.</p> <p>Cost Proposal</p> <p>Total Project Cost: \$139,500.00</p> <p>This price includes all labor, materials, equipment, mobilization, freight, and project management required to complete the scope of work.</p>				

Continued on page 3

This estimate is valid for 30 days. Prices are subject to change based on material availability, market conditions, project specifications, and other factors.

Estimate

AKE Electric Services LLC
 P.O. Box 141443
 Anchorage Alaska 99514
 Phone: 907 885 7227
 akelectric49@gmail.com



City Of Unalaska
 Unalaska AK

Customer number	Document number	Page	Date	Valid to
1185	1222	3 / 5	4/20/2026	5/20/2026

Item	Quantity	Price	Sales tax	Total
<p>Qualifications</p> <ul style="list-style-type: none"> * Alaska-based, licensed and insured electrical contractor * Experience with lighting upgrades, electrical retrofits, and troubleshooting * Strong knowledge of NEC and local code requirements * Commitment to safety, quality, and reliable scheduling <p>AKE Electric Services LLC qualifies for applicable Alaska bidder preferences, where permitted.</p> <p>Warranty</p> <ul style="list-style-type: none"> * One (1) year warranty on labor and materials * Manufacturer warranties on all installed equipment * Three (3) year workmanship warranty in accordance with MOA/Development Services <p>Exclusions</p>				

Continued on page 4

This estimate is valid for 30 days. Prices are subject to change based on material availability, market conditions, project specifications, and other factors.

Estimate

AKE Electric Services LLC
 P.O. Box 141443
 Anchorage Alaska 99514
 Phone: 907 885 7227
 akelectric49@gmail.com



City Of Unalaska
 Unalaska AK

Customer number	Document number	Page	Date	Valid to
1185	1222	4 / 5	4/20/2026	5/20/2026

Item	Quantity	Price	Sales tax	Total
Structural modifications, hazardous material abatement, ceiling or roof repairs, and work outside the defined scope are excluded unless otherwise noted.				
Closing Statement				
AKE Electric Services LLC is committed to delivering a safe, code-compliant, and high-quality installation that provides long-term value to the City of Unalaska. Our proposal is structured to provide the best balance of cost efficiency, reliability, and performance.				
We appreciate the opportunity to be considered for				
- Troubleshoot outdoor motion sensor light	1			0.00
Material Lights Sicher Lin Vhucal Dunk fee	1	97,000.00		97,000.00

Continued on page 5

This estimate is valid for 30 days. Prices are subject to change based on material availability, market conditions, project specifications, and other factors.

Estimate

AKE Electric Services LLC
P.O. Box 141443
Anchorage Alaska 99514
Phone: 907 885 7227
akelectric49@gmail.com



City Of Unalaska
Unalaska AK

Customer number	Document number	Page	Date	Valid to
1185	1222	5 / 5	4/20/2026	5/20/2026

Item	Quantity	Price	Sales tax	Total
Labor Demo 445 Fixtures Install 421 Fixtures	1	101,900.00		101,900.00
Espences Fly Hotel And Food	1	12,100.00		12,100.00
Overhead and profec	1	42,200.00		42,200.00

Total ex. tax	\$253,200.00
No Sales Tax	\$0.00
Total	\$253,200.00

This estimate is valid for 30 days. Prices are subject to change based on material availability, market conditions, project specifications, and other factors.



SAMSON ELECTRIC, INC.

Anchorage

129 W. Potter Drive
Anchorage, AK 99518
(907) 336-1258
(907) 336-1254 Fax

Fairbanks

3125 N. Van Horn Road
Fairbanks, AK 99701
(907) 451-0252
(907) 451-6103 Fax

Kodiak

1247 Mill Bay Road Unit E
Kodiak, AK 99615
(907) 394-2738

City of Unalaska – Department of Parks, Culture, and Recreation

LED Lighting Replacement Project

1: Cover Letter

Samson Electric, Inc.
Alaska Business License # 65682
Contractor's License # 17214
129 West Potter Drive, Anchorage, Alaska 99518
Designated Contact: Richard (Rick) Novotny
Email: rn@sei-ak.com
Phone: 907-336-1258 Ext 106
Fax: 907-336-1254

Samson Electric, Inc. is a corporation
Date of incorporation: March 11, 1985
State of incorporation: Alaska
Type of Work: Electrical/General Contracting

Organization History: Samson Electric, Inc. was formed in 1985 as an electrical/general contractor and has never been in business or operated under any other name.

Samson Electric, Inc. is legally qualified to perform general and electrical construction in the State of Alaska, on all federal property as well as the Marshall Islands. Working under Richard Novotny's electrical administrator's license #EADE1876, we are qualified to perform all premises electrical work up to the utility point of demarcation. In addition, we are qualified to perform all communication and low voltage signaling installations.

Samson Electric, Inc. is very interested in the City of Unalaska LED Lighting Replacement project and became aware of the project due to another project that SEI is going to be working on in Unalaska during the same time frame scheduled for the LED Lighting Replacement project. We have successfully performed Lighting Replacement projects in a variety of locations across the State of Alaska and have the management and field personnel that have a broad experience and knowledge base of working with and installing various types and configurations of LED Lighting Fixtures, both interior and exterior types and varieties of shapes and sizes.

SEI Key Staff include;

Tony Samson – SEI President
Greg Roads – SEI Vice-President
Rick Novotny – SEI Corporate Treasurer
Mike Nichols – SEI Corporate Secretary
Rob Catlett – SEI Service Department Manager
O.B. McCreary – SEI Parts Department Manager

SEI maintains two fully staffed and equipped offices, one in Fairbanks and one in Anchorage and has recently opened a branch office in Kodiak. SEI' Anchorage and Fairbanks locations each have a dedicated service department, purchasing and material management staff, and office administration. All three offices share project-oriented personnel based on their areas of expertise and work load and have a combined nine estimators/project managers. We have a dedicated human resources and safety manager. Our apprenticeship program is run through Associated Builders and Contractors (ABC), a federally approved apprenticeship training program. We are continuously recruiting and training our next generation of workforce. ABC operates a correspondence program allowing our apprentices to remain on the project as they study and advance towards their journeyman license. With our network of resources, personnel, and training, SEI is able to act quickly and effectively to respond to whatever situation may arise during a project lifetime.


Our capabilities have been honed by years of successful completion of numerous logistically challenging remote projects. Through the uniqueness of our past experiences, we've learned that preparing for success guarantees that accomplishment will not be a surprise. We know the key to great project results is to develop, from the earliest involvement on a project, a sound procurement, shipping, and work plan. Samson Electric has highly trained, dedicated, and experienced managers, superintendents, and journeyman that make our routine capabilities seem special.

Samson Electric is one of the largest electrical contractors in Alaska with offices in Anchorage, Fairbanks, and Kodiak. As a merit shop, we have the ability to hire throughout the region we are working in and we have the federally approved apprentice training program to develop this workforce.

The average annual construction work performed by Samson Electric, Inc. over the last five years is \$25 million.

Rick Novotny

Samson Electric, Inc.

 April 20, 2026
Richard (Rick) Novotny Date

2: Project Requirements, Experience, Compliance

If SEI is awarded this project, our first priority would be to obtain submittal approval from the City of Unalaska for all longer lead time light fixtures involved in the retrofit. Once that step is accomplished, SEI will then move to procuring the immediately available fixtures for the project.

The Submittal process will include information for each fixture that will include lumen levels and lighting patterns to ensure that the retrofit of the fixtures meets the appropriate illumination requirements for each intended space along with any energy savings that can be realized by the City of Unalaska by using current LED technology.

As part of the project close out documents, material Operations & Maintenance manuals (O&M's) will be included and provided for the Community Center staff' use. Project red-line documents will be kept as the retrofit activities progress and a final redline drawing showing as-built/installed information will be included with as part of the O&M's. Product Warranty information will also be included as part of the close out documents package.

Material delivery and logistics will be prepared in coordination with the Installation crew' arrival to the project location. Upon arrival, the SEI crew will coordinate with the Community Center staff for identification of areas that will have little to no impact on the daily operations of the center and plan for initial installation in these areas. If required, the SEI installation crew will work a night shift schedule to avoid and/or minimize facility disruptions during the lighting retrofit operations.

The SEI retrofit installation will meet all current NEC code requirements applying to LED fixture installation and seismic support, flexible conduit whip utilization for the final connections to the new LED fixtures, and, if any code deficiencies are noted of the existing lighting conduit/switching installation, will notify the owner and make recommendations for bringing any non-compliant code issues up to current code compliance.

Samson' Installation procedure will comply with all current applicable NEC code references for the installation of all new LED fixtures involved in the retrofit. SEI will also remove, store, and dispose of all existing fixtures and associated components in compliance with City of Unalaska requirements.

SEI will ensure that the LED Lighting Replacement project complies with the pertinent regulatory requirements including; Current NEC 2023 code articles 410 (LED Installation, Mounting, and Wiring), 411 (Low Voltage Lighting Systems), 725 (Class 2 & 3 Circuit Wiring) along with other pertinent code requirements involving Switching and Neutrals, and Battery Powered Controls.

As the retrofit activities progress, operational testing of the light fixture installation will be ongoing. This testing will provide that the replacement lights are operational for day-to-day usage by staff and clientele and also provides SEI' installation crew a functional check as the installation proceeds.

Upon completion of the entirety of the fixture replacement, testing and commissioning procedures will be undertaken and any final adjustments will be completed. The pertinent Community Center Staff will be invited to attend functional testing and training once commissioning activities have been completed.

Samson Electric has never failed to complete a project we have undertaken, nor has our work resulted in any claims or legal disputes being brought against us. Since our personnel are our greatest strength, we try to utilize them in the most productive way. Upon award of a contract, our management personnel plan for the success of a project, bringing in the field personnel as needed for insight from the technician's point of view. If another project manager has an area of specialty that can assist with the project, they are consulted to determine the best way to approach it. When the project transitions to field activities, the process is seamless due to the involvement of the project lead craftsperson. Our project managers maintain an active role throughout construction to keep field personnel focused on what they do best - professional, on-time electrical installations.

This proposal is predicated on the information contained in Addendum #01 indicating a budgeted dollar amount of \$133,000.00. Upon receiving light fixture quotes from two different vendors, the budgeted amount will not allow for installation of the entire lighting package as indicated by the project documents. SEI has taken the liberty of reducing the amount of light fixtures by a combination of eliminating the installation of fixtures in areas including non-public spaces such as storage closets, utility rooms and areas assumed to be lightly used. SEI also deleted the installation of light fixtures in the gym and track areas to be able to reduce the dollar amount and labor costs related to relatively large amounts of fixtures in labor intensive areas while keeping with the spirit of the projects intent to upgrade the lighting and reduce labor and maintenance costs with more energy efficient fixtures.

3: Cost Breakdown

See Attachment 1 – Detailed Cost Breakdown

4: Estimated Project Timeline

See Attachment 2 – Project Draft Schedule

5: References

Southcentral Foundation (SCF) Alaska Native Medical Center Campus

Customer Representative: James Sears, MBA

Director of Facilities Operations

Southcentral Foundation

4501 Diplomacy Drive

Anchorage, Alaska 99508

(907) 729-4928

jsears@SouthcentralFoundation.com

Projects:

- **SCF 4145 Tudor Centre Drive – LED Lighting Upgrades**
Full retrofit replacement at a single-level daycare facility, including all interior lighting, building exterior lighting, and one pole light head.

- **SCF 4175 Tudor Centre – LED Lighting Upgrades**
Full retrofit replacement of the 2nd floor of the medical administration facility.
 - **SCF 4341 Tudor Centre – LED Lighting Upgrades**
Full retrofit replacement across the 2nd and 3rd floors, including dental clinic, eye care, and behavioral health spaces.
-

Global Credit Union (formerly Alaska USA Federal Credit Union) Various Branch Offices in Anchorage

Customer Representative: Robert Helzer

Facilities Project Manager

Global Credit Union

P.O. Box 196613

Anchorage, AK 99519-6613

(907) 519-7291

R.Helzer@globalcu.org

www.globalcu.org

Projects:

- **Alaska USA B Street South – LED Lighting Upgrade**
Replacement of all interior and exterior lighting in a two-story facility.
- **Alaska USA B Street North – LED Lighting Upgrade**
Replacement of all interior and exterior lighting in a 3-story facility
- **Alaska USA Huffman Branch – LED Lighting Upgrade**
Single-level facility with full interior, exterior, and site lighting replacement.
- **Alaska USA Abbott Branch – LED Lighting Upgrade**
Single-level facility with full interior, exterior, and site lighting replacement.

6: Proof of Insurance and Required Licensing

See Attachment 3 – Certificate of Insurance and SEI Business Licenses

7: Product Specifications for Proposed LED Light Fixtures

See Attachment 4 – Product Specification Sheets

Schedule of Attachments

- 1) Detailed Cost Breakdown
- 2) Project Draft Schedule
- 3) Certificate of Insurance, Business Licenses, Electrical Administrators License
- 4) Product Specification Sheets

Acknowledgement of Addenda;

- 1) Addenda #01 – Date 04.07.2026

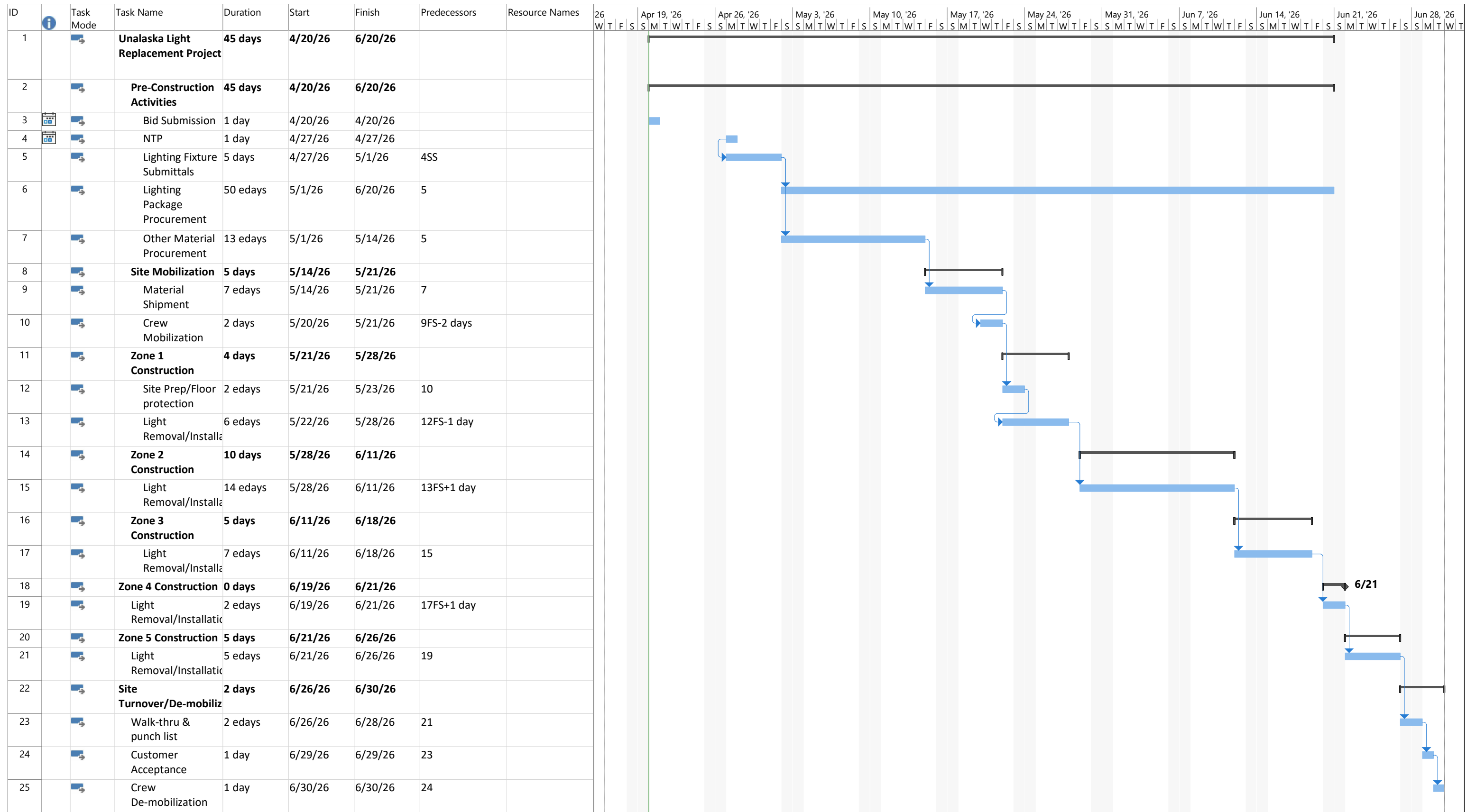
Attachment 1

Detailed Cost Breakdown

City of Unalaska - Division of Parks, Culture and Recreation	
LED Lighting Replacment Project	
	Total
Long Lead Item Procurement	\$71,500.00
Material Procurement	\$3,948.00
Mobilization/Demob	\$13,667.00
General Conditions	\$20,114.00
Rental Equipment	\$1,406.00
Div - 26 Electrical	\$22,365.00
Total	\$133,000.00
Bid Sum total	\$133,000.00

Attachment 2

Project Draft Schedule



Project: Project1 Date: 4/20/26	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

**Attachment 3
Certificate of Insurance
and SEI Business Licenses**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hale & Associates 100 Cushman Street, Suite 200 Fairbanks AK 99701		CONTACT NAME: JoAnna R Lewis PHONE (A/C, No, Ext): (907) 456-6671 E-MAIL ADDRESS: JoAnna@hale-ins.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: CopperPoint Insurance Group (Alaska National)		COPIN0
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		
INSURED Samson Electric, Inc. 3125 N. Van Horn Road Fairbanks AK 99701-7321				

COVERAGES**CERTIFICATE NUMBER:** CL25101729465**REVISION NUMBER:**

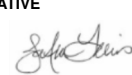
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			25J LS 58363	10/31/2025	10/31/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			25J AS 58363	10/31/2025	10/31/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Uninsured/underinsured	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			25J LU 58363	10/31/2025	10/31/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			25J WS 58363	10/31/2025	10/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Samson Electric, Inc. 3125 N. Van Horn Road Fairbanks AK 99701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

SAMSON ELECTRIC, INC

3125 N VAN HORN RD, FAIRBANKS, AK 99701

owned by

SAMSON ELECTRIC, INC

is licensed by the department to conduct business for the period

October 14, 2024 to December 31, 2026
for the following line(s) of business:

23 - Construction



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Sande
Commissioner

License #: CONE17214
Effective: 12/9/2024
Expires: 09/30/2026

State of Alaska

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing

Regulation of Construction Contractors and Home Inspectors

Licensee: **SAMSON ELECTRIC INC**

License Type: **General Contractor Without Residential Contractor Endorsement**

Status: **Active**

Doing Business As: **SAMSON ELECTRIC INC**

Commissioner: Julie Sande

Relationships

Relation Type	License #	License Type	Owners/Entities	Name/DBA
Electrical Administrator Assignee	EADE771	Electrical Administrator	MICHAEL SAMSON	

Designations

No designations found.

SAMSON ELECTRIC INC
3125 N VAN HORN RD
FAIRBANKS, AK 99701-7321

Wallet Card

State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors		
SAMSON ELECTRIC INC DBA: SAMSON ELECTRIC INC As General Contractor Without Residential Contractor Endorsement		
License CONE17214	Effective 12/9/2024	Expires 09/30/2026

CITY OF UNALASKA

P.O. BOX 610 UNALASKA, ALASKA 99685 (907)581-1251

No: 2648

Municipal Business License

Pursuant to Unalaska City Code Section 9.04.010 this authorizes

SAMSON ELECTRIC, INC.

3125 N. VAN HORN ROAD

FAIRBANKS	AK	99701
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to operate a business in Unalaska, Alaska for 2026

Issuance of a Municipal Business License does not imply expertise or qualifications to conduct a trade or business, nor imply compliance with Federal or State licensing requirements

Hepp Maydaong

City Clerk's Office

12/10/2025

Date



Department of Commerce, Community, and Economic Development

Corporations, Business & Professional Licensing

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LICENSE DETAILS

This serves as primary source verification* of the license.

License #: EADE1876

Program: Electrical Administrators

Type: Electrical Administrator

Status: Active

Issue Date: 01/11/2012

Effective Date: 12/08/2025

Expiration Date: 12/31/2027

Mailing Address: ANCHORAGE, AK, UNITED STATES

Licensure Basis Type: Examination

*Primary Source verification: License information provided by the Alaska Division of Corporations, Business and Professional Licensing, per AS 08 and 12 AAC.

Owners

Owner Name	Entity Number
RICHARD JOSEPH NOVOTNY	

Relationships

Title	License/Entity #	Name	License Status	Expiration Date
Endorser	CONE17214	SAMSON ELECTRIC INC	Active	09/30/2026

Designations

Type	Group	Start Date	End Date
UCW - Unlimited Commercial Wiring	Categories		12/31/2027

Agreements & Actions

No Agreements Or Actions

12/8/2025 11:00:49 AM (Alaskan Standard Time)

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**Attachment 4
Light Fixture
Specification Sheets**



DIGITAL NAVIGATION

[Ordering Tree](#) [SensorSwitch SSAIR](#) [nLight Platform](#) [Photometrics](#) [Performance Data](#)

FEATURES & SPECIFICATIONS

INTENDED USE — The CPX Series LED is a low-glare back-lit panel featuring an external driver. This cost-effective, reliable flat panel is visually comfortable and can be recessed mounted. Suitable for many applications such as schools, offices, retail, convenience stores, hospitals, healthcare facilities and other commercial spaces. A typically configured CPX features a **Unified Glare Rating (UGR)** starting at 17. Certain airborne contaminants can diminish the integrity of acrylic. [Click here for Acrylic Environmental Compatibility table for suitable uses](#). **U.S. Patent No. 10,681,784.**

CONSTRUCTION — A metal frame with satin white lens provides excellent shielding and uniform luminance. CPX's low-profile design provides increased installation flexibility especially in restricted plenum spaces. The back plate includes integral T-bar clips for installation into T-grid ceilings.

ELECTRICAL — Direct-lit Panel with Long-Life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. Greater than 70% LED lumen maintenance at 60,000 hours (L80>60,000). 0-10V dimming driver. Options available for dimming to 1% or 10%. Contains non-isolated dimming leads.

Integrated Wireless Sensor (single room control) — SensorSwitch wireless dimming (SSAIR) or luminaire embedded occupancy sensor control (APIR) with SSAIR pairing for wall switch On/Off/Dimming control or auto off when the space is unoccupied. See page 8 for more details of the integrated wireless sensor.

Integrated Sensor (nLight® Wired Networking) — This sensor is nLight-enabled, meaning it has the ability to communicate over an nLight network. When wired, using CAT-5 cabling, with other nLight-enabled sensors, power packs, or WallPods, an nLight control zone is created. Once linked to a Gateway, directly or via a Bridge, the zone becomes capable of remote status monitoring and control via SensorView software.

Integrated Smart Sensor (nLight Air Wireless Platform) — The RES7 sensor is nLight AIR enabled, meaning it has the ability to communicate over the wireless nLight control platform. It is available with an automatic dimming photocell, and either a digital PIR or a microphonics (PDT) dual technology occupancy sensor. It pairs to other luminaires and wall switches through our mobile app, CLAIRITY+, which allows for simple sensor adjustment.

LISTINGS — CSA certified to meet US and Canadian standards. Damp location listed. IC rated. IP5X Rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. Rated for NSF/ANSI Standard 2 - Light Fixture for Splash Zone and Non-Food Zone. NOM Certified. For use in non-fire-rated installations only.

GOVERNMENT PROCUREMENT — BAA — Product with the BAA option qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America regulations.

BABA — Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act.

Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed.

Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

Specifications subject to change without notice.

Catalog Number
Notes
Type

CPX LED PANEL

Configurable
1' x 4', 2' x 2' and 2' x 4'



[†] Tested in accordance with ISO 14644-14; suitable for ISO Class 5-9 positive and negative pressure clean rooms.

Embed nLight controls today. Prepare for tomorrow.

Now

- User-friendly install
- Enhanced energy savings
- Code compliance

Tomorrow

- Scalability
- Space configuration
- Future-ready

A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning when used with Acuity Brands controls products.

All configurations of this luminaire are calibrated and tested to meet the Acuity Brands' specifications for chromatic consistency – including color rendering, color fidelity, and color temperature tolerance around standard CIE chromaticity coordinates.


To learn more about Acuity A+ standards, specifications, and testing visit www.acuitybrands.com/aplus.



Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.

*See ordering tree for details

Configurable CPX LED Flat Panel

 Design Select options indicated by this color background.

 Looking for Contractor Select readily available configurations? Click here to visit Contractor Select™ spec sheet or go to www.contractorselect.com

ORDERING INFORMATION

Example: CPX 2X2 3200LM 80CRI 40K SWL MIN10 ZT MVOLT E10W

Series	Fixture Dimension	Lumen Output ‡	CRI	Color Temperature	Diffuser	Minimum Dimming Level	
CPX LED Panel	1X4 1' X 4'	Standard lumens:	80CRI 80 CRI 90CRI 90 CRI ‡	30K 3000K	SWL Satin White A12 Prismatic A12 Pattern	MIN10 Dims to 10%	
		2000LM 2000 Lumens		35K 3500K		MIN1 Dims to 1% ‡	
		3200LM 3200 Lumens		40K 4000K			
	2X2 2' X 2'	High Efficiency lumens:					
		3200LM 3200 Lumens	3200LMHE 3200 Lumens				
		4000LM 4000 Lumens	4000LMHE 4000 Lumens				
	2X4 2' X 4'	5000LM 5000 Lumens					
		6000LM 6000 Lumens					
		3000LM 3000 Lumens	4000LMHE 4000 Lumens				
4000LM 4000 Lumens		5000LMHE 5000 Lumens					
5000LM 5000 Lumens							
6000LM 6000 Lumens							
	7200LM 7200 Lumens						
	8500LM 8500 Lumens						
	10000LM 10000 Lumens ‡						

Dimming ‡	Voltage	Step Level Dimming	Emergency Option
(blank) If Controls are being used.	MVOLT MVOLT, 120-277V	(blank) None	(blank) No battery
ZT Generic 0-10V Dimming	120 120V	SLD Step Level Dimming ‡	E10W Emergency battery pack, 10W Linear Constant Power, Certified in CA Title 20 MAEDBS, CA Title 20 MAEDBS, User selectable Self-Diagnostic, AC Activate with Integral Test Switch (LINK) ‡
EZT eldoLED 0-10V Dimming ‡	277 277V		E10WRSTAR Emergency battery pack, Enabled with STAR ‡
	347 347 ‡		E7W Emergency Battery Pack, 7W, CA Title 20 Noncompliant ‡
			GTD Generator Transfer Device ‡

Control Input	Sensor	Options
(blank) No controls	(blank) No sensor	GLR Fast-blowing fuse ‡ GMF Slow-blowing Fuse ‡
SSE Sensor Switch Embedded	APIR Passive Infrared Occ sensor with auto-dimming photocell APDT Occ sensor dual tech (passive infrared & microphonics) and auto dimming photocell VAPIR Vertex low-profile on/off occupancy sensor with auto dimming photocell	PWS1836 6' pre-wire, 3/8" diameter, 18 gauge, 1 circuit ‡ PWS1846 6' pre-wire, 3/8" diameter, 18 gauge, 2 circuit ‡ PWS1856LV 6' pre-wire, 3/8" diameter, 18 gauge, 1 circuit w/ low voltage ‡ PWS1846 PWSLV Two cables: one 6' pre-wire, 3/8" diameter, 18 gauge, 2 circuits; one 6' pre-wire, 3/8" diameter, 18 gauge ‡
NLIGHT nLight enabled	(blank) No sensor, Control Input function only	DWAM Anti-Microbial paint
NLIGHTER nLight enabled, for use with generator supply EM power	PIR Occ sensing with passive infrared - on/off functionality	CP Chicago plenum ‡
NLIGHTLM nLight enabled with lumen management	PDT Occ sensor dual tech (passive infrared & microphonics)	NPLT Narrow Pallet
NLIGHTERLM nLight enabled with lumen management, for use with generator supply EM power	APIR Passive Infrared Occ sensor with auto-dimming photocell APDT Occ sensor dual tech (passive and microphonics) and auto dimming photocell.	BAA Buy America(n) Act and/or Build America Buy America Qualified
NLTAIR2 nLight AIR Generation 2 (wireless) enabled ‡	(blank) No sensor, Control Input function only	
NLTAIREM2 nLight AIR Generation 2 (wireless) enabled and UL924 Emergency Operation, via power interrupt detection. ‡	APIR Passive Infrared Occ sensor with auto-dimming photocell APDT Occ sensor dual tech (passive and microphonics) and auto dimming photocell APIREM Occ sensing with passive infrared - on/off functionality and auto dimming photocell and UL924 Emergency operation, via power interrupt detection APDTEM Occ sensing dual tech- (passive infrared & microphonics) and auto dimming photocell and UL924 Emergency operation, via power interrupt detection	
SSAIR Wireless standalone embedded control by SensorSwitch. ‡	(blank) No sensor, Control Input function only VAPIR Vertex low-profile on/off occupancy sensor with auto dimming photocell	

NOTE: ‡ indicates option chosen has ordering restriction or note. Please reference restrictions/notes chart on next page. Restriction notes are sorted in the sequence they appear in the ordering tree.

OPTION VALUE RESTRICTIONS/ NOTES

‡ Option Value Ordering Notes/ Restrictions	
Option value	Restriction
Lumen Output High Efficiency (HE)	HE is not available with 90CRI.
10000LM	Not available with SSAIR or with APIR.
MIN1	Required for all Control Input Options, except SSAIR.
90CRI	Not available with any HE lumen package.
Dimming	If Control Input option selected leave this section blank.
EZT	Not available with 10000LM combined with 2X4.
347	347 not available with SLD, E10W, E7W, and GTD Options.
SLD	Leave Minimum Dimming Level and Dimming option sections blank. Not available with MIN1, MIN10, EZT, ZT or GTD. Not available with any controls.
E10W, E7W	Not available with 347. Configurations with E10W or E7W to be used in daisy chaining or through wiring will require a Y connector not supplied. If used with CP option the contractor must verify that the Y connector is Chicago Plenum rated.
E10WRSTAR	Not compatible with 347.
GTD	Not available with 347, SLD or in 1X4 combined with 6000LM.
NLTAIR2	See UL924 Sequence of Operation Chart below. Can be used as a normal power sensing device for nLight AIR devices and luminaires with EM emergency options. NLTAIR2 Control Input with no Sensor not compatible with SMKSH.
NLTAIREM2	See UL924 Sequence of Operation Chart below. Leave Sensor option section blank, not available with APIR, APDT, APIREM, or APDTEM. NLTAIREM2 Control Input with no Sensor not compatible with SMKSH.
GLR, GMF	Must specify voltage, only available with 120 or 277V.
PWS1836	Not available with E10W, E7W, GTD or E10WRSTAR.
PWS1846	Only available with E10W, E7W or SLD.
PWS1856LV	Not available with E10W, E7W or Controls.
PWS1846 PWSLV	Not available with Controls or SLD.
CP	CP Not available with PWS1836, PWS1846, PWS1856LV, or PWS1846 PWSLV, NLIGHT, NLIGHTER, NLIGHTLM, NLIGHTERLM options.

ACCESSORIES

Accessories: Order as separate catalog number.	
ILBLP CP10 HE SDA	IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20 ‡
ELA PSDMT	Remote mount tray for ILBLP battery.
DGA14	Drywall grid adapter for 1x4 recessed fixture.
DGA22	Drywall grid adapter for 2x2 recessed fixture.
DGA24	Drywall grid adapter for 2x4 recessed fixture.
1X4SMKSH	Multi-Use Surface Mount Kit 1x4, Shallow Depth
2X2SMKSH	Multi-Use Surface Mount Kit 2x2, Shallow Depth
2X4SMKSH	Multi-Use Surface Mount Kit 2x4, Shallow Depth
1X4SMKSH PAF	Multi-Use Surface Mount Kit 1X4 Post-Paint
2X2SMKSH PAF	Multi-Use Surface Mount Kit 2X2 Post-Paint
2X4SMKSH PAF	Multi-Use Surface Mount Kit 2X4 Post-Paint
PAC 2DNF 36	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed, 36 inches. Recommended for 2X2 or 1X4 Panel Fixture.
PAC 2DF 36	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 2X2 or 1X4 Panel Fixture. ¹
PAC 4DNF 36	Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4 or 2X2 or 1X4 Panel Fixtures.
PAC 4DF 36	Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4 or 2X2 or 1X4 Panel Fixtures. ¹
PAC 2DNF 72	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 2X2 or 1X4 Panel Fixture.
PAC 2DF 72	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 2X2 or 1X4 Panel Fixture. ¹
PAC 4DNF 72	Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4 or 2X2 or 1X4 Panel Fixtures.
PAC 4DF 72	Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4 or 2X2 or 1X4 Panel Fixtures. ¹
RK8BDP 2P U	Disconnect Plug (BDP), 2 Pole, Package of 1
RK8BDP 3P U	Disconnect Plug (BDP), 3 Pole, Package of 1
RK8BDP 2P J10	Disconnect Plug (BDP), 2 Pole, Package of 10
RK8BDP 2P J40	Disconnect Plug (BDP), 2 Pole, Package of 40
CPX Gasket Kit	Fixture/Grid foam gasket, cut to size, 2x4/1x4/2x2 ²

Emergency Battery Delivered Lumens
Use the formula below to determine the delivered lumens in emergency mode
Delivered Lumens = 1.25 x P x LPW
P = Output power of emergency driver (10W for PS1055)
LPW = Lumen per watt rating of the luminaire.

Notes

- ¹ For MVOLT only, not available with 347V.
- ² CPX Gasket kit accommodates a single 1x4, 2x2 or 2x4 CPX fixture. This kit does not make the fixture IP65 compliant.

UL924 Sequence of Operation
The below information applies to all nLight AIR devices with an EM option.
<ul style="list-style-type: none"> EM devices will remain at their high-end trim and ignore wireless lighting control commands, unless a normal-power-sensed (NPS) broadcast is received at least every 8 seconds. Using the CLAIRITY+ mobile app, EM devices must be associated with a group that includes a normal power sensing device to receive NPS broadcasts. Only non-emergency rPP20, rLSXR, rSBOR, rSDGR, and nLight AIR luminaires with version 3.4 or later firmware can provide normal power sensing for EM devices. See specification sheets for control devices and luminaires for more information on options that support normal power sensing.

Emergency Battery Pack Options - Field Installable




Battery Model Number	Wattage	Runtime (Minutes)	Lumen Output* @ 120 Lumens/Watt	Other
ILB CP07 2H A	7W	120	840	Storm Shelter/ 2-hour Runtime
ILB CP10 A	10W	90	1200	
ILBLP CP10 HE SD A	10W	90	1200	Title 20, Self Diagnostic
ILB CP10 HE AELR A	10W	90	1200	Title 20; Enabled with Self Testing, Automated Reporting (STAR)
ILBLP CP15 HE SD A	15W	90	1800	Title 20, Self Diagnostic
ILB CP20 HE A	20W	90	2400	Title 20
ILB CP20 HE SD A	20W	90	2400	Title 20, Self Diagnostic


All the above are UL Listed products that are certified for field install external/remote to the fixture.
 *Minimum delivered lumen output to assist in product selection for increased fixture mounting height.
 The CP10 delivered emergency illumination outperforms legacy 1400 lumen fluorescent emergency ballast.
 Please contact us at techsupport@iotaengineering.com for any Emergency Battery related questions.

Enabled with STAR

Emergency Lighting with Self-Testing Automated Reporting (STAR), enables self-testing and automated reporting to aid in life safety code compliance. Build your solution and choose your preferred deployment from Mobile STAR, where test data is logged in each individual unit and broadcast to the CIAIRity™+ app, or Connected STAR, where test data is logged in the STAR Gateway by IOTA® and emailed directly. **Leave the ladders, disruptions and written records behind with emergency lighting solutions with STAR!**

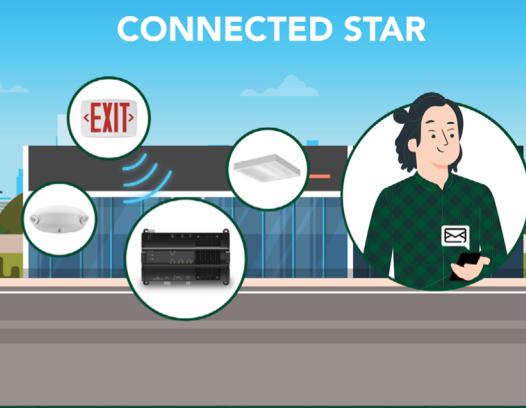
Life Safety Code NFPA 101 testing and reporting requirements for emergency lighting include:

-  Testing for 30 seconds every 30 days
-  Testing for 90 minutes once a year
-  Record keeping and to report to the authority having local jurisdiction



MOBILE STAR

For small scale applications



CONNECTED STAR

For large scale applications

PERFORMANCE DATA

Model #	Lumens	LPW	Watts
CPX 2X2 2000LM 80CRI 30K SWL	2092	134.1	15.6
CPX 2X2 2000LM 80CRI 30K A12	2013	129.1	15.6
CPX 2X2 2000LM 80CRI 35K SWL	2167	138.9	15.6
CPX 2X2 2000LM 80CRI 35K A12	2085	133.7	15.6
CPX 2X2 2000LM 80CRI 40K SWL	2206	141.4	15.6
CPX 2X2 2000LM 80CRI 40K A12	2122	136.1	15.6
CPX 2X2 2000LM 80CRI 50K SWL	2212	141.8	15.6
CPX 2X2 2000LM 80CRI 50K A12	2128	136.4	15.6
CPX 2X2 3200LM 80CRI 30K SWL	3542	117.7	30.1
CPX 2X2 3200LM 80CRI 30K A12	3408	113.2	30.1
CPX 2X2 3200LM 80CRI 35K SWL	3669	121.9	30.1
CPX 2X2 3200LM 80CRI 35K A12	3530	117.3	30.1
CPX 2X2 3200LM 80CRI 40K SWL	3734	124.1	30.1
CPX 2X2 3200LM 80CRI 40K A12	3593	119.4	30.1
CPX 2X2 3200LM 80CRI 50K SWL	3744	124.4	30.1
CPX 2X2 3200LM 80CRI 50K A12	3603	119.7	30.1
CPX 2X2 3200LMHE 80CRI 30K SWL	3542	127.1	27.9
CPX 2X2 3200LMHE 80CRI 30K A12	3408	122.3	27.9
CPX 2X2 3200LMHE 80CRI 35K SWL	3669	131.7	27.9
CPX 2X2 3200LMHE 80CRI 35K A12	3530	126.7	27.9
CPX 2X2 3200LMHE 80CRI 40K SWL	3734	134.0	27.9
CPX 2X2 3200LMHE 80CRI 40K A12	3593	129.0	27.9
CPX 2X2 3200LMHE 80CRI 50K SWL	3744	134.4	27.9
CPX 2X2 3200LMHE 80CRI 50K A12	3603	129.3	27.9
CPX 2X2 4000LM 80CRI 30K SWL	4272	117.7	36.3
CPX 2X2 4000LM 80CRI 30K A12	4111	113.2	36.3
CPX 2X2 4000LM 80CRI 35K SWL	4425	121.9	36.3
CPX 2X2 4000LM 80CRI 35K A12	4257	117.3	36.3
CPX 2X2 4000LM 80CRI 40K SWL	4504	124.1	36.3
CPX 2X2 4000LM 80CRI 40K A12	4334	119.4	36.3
CPX 2X2 4000LM 80CRI 50K SWL	4516	124.4	36.3
CPX 2X2 4000LM 80CRI 50K A12	4346	119.7	36.3
CPX 2X2 4000LMHE 80CRI 30K SWL	4272	123.7	34.5
CPX 2X2 4000LMHE 80CRI 30K A12	4111	119.0	34.5
CPX 2X2 4000LMHE 80CRI 35K SWL	4425	128.1	34.5
CPX 2X2 4000LMHE 80CRI 35K A12	4257	123.3	34.5
CPX 2X2 4000LMHE 80CRI 40K SWL	4504	130.4	34.5
CPX 2X2 4000LMHE 80CRI 40K A12	4334	125.5	34.5
CPX 2X2 4000LMHE 80CRI 50K SWL	4516	130.8	34.5
CPX 2X2 4000LMHE 80CRI 50K A12	4346	125.8	34.5
CPX 2X2 5000LM 80CRI 30K SWL	5186	124.1	41.8
CPX 2X2 5000LM 80CRI 30K A12	4990	119.4	41.8
CPX 2X2 5000LM 80CRI 35K SWL	5371	128.5	41.8
CPX 2X2 5000LM 80CRI 35K A12	5168	123.6	41.8
CPX 2X2 5000LM 80CRI 40K SWL	5468	130.8	41.8
CPX 2X2 5000LM 80CRI 40K A12	5261	125.9	41.8
CPX 2X2 5000LM 80CRI 50K SWL	5482	131.2	41.8
CPX 2X2 5000LM 80CRI 50K A12	5275	126.2	41.8
CPX 2X2 6000LM 80CRI 30K SWL	6354	117.4	54.1
CPX 2X2 6000LM 80CRI 30K A12	6114	113.0	54.1
CPX 2X2 6000LM 80CRI 35K SWL	6581	121.6	54.1
CPX 2X2 6000LM 80CRI 35K A12	6332	117.0	54.1
CPX 2X2 6000LM 80CRI 40K SWL	6699	123.8	54.1
CPX 2X2 6000LM 80CRI 40K A12	6446	119.1	54.1
CPX 2X2 6000LM 80CRI 50K SWL	6717	124.1	54.1
CPX 2X2 6000LM 80CRI 50K A12	6463	119.4	54.1

Model #	Lumens	LPW	Watts
CPX 2X4 3000LM 80CRI 30K SWL	3207	130.5	24.6
CPX 2X4 3000LM 80CRI 30K A12	3102	126.3	24.6
CPX 2X4 3000LM 80CRI 35K SWL	3287	133.8	24.6
CPX 2X4 3000LM 80CRI 35K A12	3180	129.4	24.6
CPX 2X4 3000LM 80CRI 40K SWL	3368	137.1	24.6
CPX 2X4 3000LM 80CRI 40K A12	3258	132.6	24.6
CPX 2X4 3000LM 80CRI 50K SWL	3412	138.9	24.6
CPX 2X4 3000LM 80CRI 50K A12	3300	134.3	24.6
CPX 2X4 4000LM 80CRI 30K SWL	4700	128.1	36.7
CPX 2X4 4000LM 80CRI 30K A12	4546	123.9	36.7
CPX 2X4 4000LM 80CRI 35K SWL	4818	131.3	36.7
CPX 2X4 4000LM 80CRI 35K A12	4660	127.0	36.7
CPX 2X4 4000LM 80CRI 40K SWL	4936	134.5	36.7
CPX 2X4 4000LM 80CRI 40K A12	4775	130.1	36.7
CPX 2X4 4000LM 80CRI 50K SWL	5000	136.3	36.7
CPX 2X4 4000LM 80CRI 50K A12	4837	131.8	36.7
CPX 2X4 4000LMHE 80CRI 30K SWL	4814	138.3	34.8
CPX 2X4 4000LMHE 80CRI 30K A12	4657	133.8	34.8
CPX 2X4 4000LMHE 80CRI 35K SWL	4986	143.3	34.8
CPX 2X4 4000LMHE 80CRI 35K A12	4823	138.6	34.8
CPX 2X4 4000LMHE 80CRI 40K SWL	5075	145.8	34.8
CPX 2X4 4000LMHE 80CRI 40K A12	4910	141.1	34.8
CPX 2X4 4000LMHE 80CRI 50K SWL	5089	146.2	34.8
CPX 2X4 4000LMHE 80CRI 50K A12	4923	141.4	34.8
CPX 2X4 5000LM 80CRI 30K SWL	4945	123.6	40.0
CPX 2X4 5000LM 80CRI 30K A12	4783	119.6	40.0
CPX 2X4 5000LM 80CRI 35K SWL	5069	126.7	40.0
CPX 2X4 5000LM 80CRI 35K A12	4904	122.6	40.0
CPX 2X4 5000LM 80CRI 40K SWL	5193	129.8	40.0
CPX 2X4 5000LM 80CRI 40K A12	5024	125.6	40.0
CPX 2X4 5000LM 80CRI 50K SWL	5261	131.5	40.0
CPX 2X4 5000LM 80CRI 50K A12	5089	127.2	40.0
CPX 2X4 5000LMHE 80CRI 30K SWL	5437	136.6	39.8
CPX 2X4 5000LMHE 80CRI 30K A12	5260	132.1	39.8
CPX 2X4 5000LMHE 80CRI 35K SWL	5631	141.5	39.8
CPX 2X4 5000LMHE 80CRI 35K A12	5447	136.8	39.8
CPX 2X4 5000LMHE 80CRI 40K SWL	5732	144.0	39.8
CPX 2X4 5000LMHE 80CRI 40K A12	5545	139.3	39.8
CPX 2X4 5000LMHE 80CRI 50K SWL	5748	144.4	39.8
CPX 2X4 5000LMHE 80CRI 50K A12	5560	139.7	39.8
CPX 2X4 6000LM 80CRI 30K SWL	5777	138.3	41.8
CPX 2X4 6000LM 80CRI 30K A12	5588	133.8	41.8
CPX 2X4 6000LM 80CRI 35K SWL	5983	143.2	41.8
CPX 2X4 6000LM 80CRI 35K A12	5788	138.6	41.8
CPX 2X4 6000LM 80CRI 40K SWL	6091	145.8	41.8
CPX 2X4 6000LM 80CRI 40K A12	5892	141.1	41.8
CPX 2X4 6000LM 80CRI 50K SWL	6107	146.2	41.8
CPX 2X4 6000LM 80CRI 50K A12	5908	141.4	41.8
CPX 2X4 7200LM 80CRI 30K SWL	7405	130.9	56.6
CPX 2X4 7200LM 80CRI 30K A12	7163	126.6	56.6
CPX 2X4 7200LM 80CRI 35K SWL	7669	135.6	56.6
CPX 2X4 7200LM 80CRI 35K A12	7419	131.2	56.6
CPX 2X4 7200LM 80CRI 40K SWL	7807	138.0	56.6
CPX 2X4 7200LM 80CRI 40K A12	7552	133.5	56.6
CPX 2X4 7200LM 80CRI 50K SWL	7828	138.4	56.6
CPX 2X4 7200LM 80CRI 50K A12	7573	133.9	56.6
CPX 2X4 8500LM 80CRI 30K SWL	8831	124.6	70.9
CPX 2X4 8500LM 80CRI 30K A12	8543	120.5	70.9
CPX 2X4 8500LM 80CRI 35K SWL	9146	129.0	70.9
CPX 2X4 8500LM 80CRI 35K A12	8848	124.8	70.9
CPX 2X4 8500LM 80CRI 40K SWL	9310	131.4	70.9
CPX 2X4 8500LM 80CRI 40K A12	9007	127.1	70.9
CPX 2X4 8500LM 80CRI 50K SWL	9336	131.7	70.9
CPX 2X4 8500LM 80CRI 50K A12	9031	127.4	70.9
CPX 2X4 10000LM 80CRI 30K SWL	10422	119.0	87.6
CPX 2X4 10000LM 80CRI 30K A12	10082	115.1	87.6
CPX 2X4 10000LM 80CRI 35K SWL	10794	123.3	87.6
CPX 2X4 10000LM 80CRI 35K A12	10442	119.3	87.6
CPX 2X4 10000LM 80CRI 40K SWL	10988	125.5	87.6
CPX 2X4 10000LM 80CRI 40K A12	10629	121.4	87.6
CPX 2X4 10000LM 80CRI 50K SWL	11018	125.8	87.6
CPX 2X4 10000LM 80CRI 50K A12	10658	121.7	87.6

Model #	Lumens	LPW	Watts
CPX 1X4 2000LM 80CRI 30K SWL	2048	119.2	17.2
CPX 1X4 2000LM 80CRI 30K A12	2010	117.0	17.2
CPX 1X4 2000LM 80CRI 35K SWL	2100	122.2	17.2
CPX 1X4 2000LM 80CRI 35K A12	2061	120.0	17.2
CPX 1X4 2000LM 80CRI 40K SWL	2151	125.2	17.2
CPX 1X4 2000LM 80CRI 40K A12	2111	122.9	17.2
CPX 1X4 2000LM 80CRI 50K SWL	2179	126.9	17.2
CPX 1X4 2000LM 80CRI 50K A12	2139	124.5	17.2
CPX 1X4 3200LM 80CRI 30K SWL	3232	110.3	29.3
CPX 1X4 3200LM 80CRI 30K A12	3172	108.2	29.3
CPX 1X4 3200LM 80CRI 35K SWL	3313	113.1	29.3
CPX 1X4 3200LM 80CRI 35K A12	3251	111.0	29.3
CPX 1X4 3200LM 80CRI 40K SWL	3394	115.8	29.3
CPX 1X4 3200LM 80CRI 40K A12	3331	113.7	29.3
CPX 1X4 3200LM 80CRI 50K SWL	3439	117.3	29.3
CPX 1X4 3200LM 80CRI 50K A12	3375	115.2	29.3
CPX 1X4 3200LMHE 80CRI 30K SWL	3353	124.3	27.0
CPX 1X4 3200LMHE 80CRI 30K A12	3291	122.0	27.0
CPX 1X4 3200LMHE 80CRI 35K SWL	3473	128.8	27.0
CPX 1X4 3200LMHE 80CRI 35K A12	3408	126.4	27.0
CPX 1X4 3200LMHE 80CRI 40K SWL	3535	131.1	27.0
CPX 1X4 3200LMHE 80CRI 40K A12	3469	128.6	27.0
CPX 1X4 3200LMHE 80CRI 50K SWL	3545	131.4	27.0
CPX 1X4 3200LMHE 80CRI 50K A12	3479	129.0	27.0
CPX 1X4 4000LM 80CRI 30K SWL	4069	114.6	35.5
CPX 1X4 4000LM 80CRI 30K A12	3994	112.4	35.5
CPX 1X4 4000LM 80CRI 35K SWL	4172	117.4	35.5
CPX 1X4 4000LM 80CRI 35K A12	4094	115.3	35.5
CPX 1X4 4000LM 80CRI 40K SWL	4274	120.3	35.5
CPX 1X4 4000LMHE 80CRI 40K A12	4194	118.1	35.5
CPX 1X4 4000LM 80CRI 50K SWL	4330	121.9	35.5
CPX 1X4 4000LM 80CRI 50K A12	4249	119.6	35.5
CPX 1X4 4000LMHE 80CRI 30K SWL	4154	123.8	33.5
CPX 1X4 4000LMHE 80CRI 30K A12	4077	121.5	33.5
CPX 1X4 4000LMHE 80CRI 35K SWL	4302	128.2	33.5
CPX 1X4 4000LMHE 80CRI 35K A12	4222	125.9	33.5
CPX 1X4 4000LMHE 80CRI 40K SWL	4380	130.5	33.5
CPX 1X4 4000LMHE 80CRI 40K A12	4298	128.1	33.5
CPX 1X4 4000LMHE 80CRI 50K SWL	4391	130.9	33.5
CPX 1X4 4000LMHE 80CRI 50K A12	4310	128.5	33.5
CPX 1X4 5000LM 80CRI 30K SWL	4988	118.1	42.2
CPX 1X4 5000LM 80CRI 30K A12	4895	115.9	42.2
CPX 1X4 5000LM 80CRI 35K SWL	5166	122.3	42.2
CPX 1X4 5000LM 80CRI 35K A12	5070	120.0	42.2
CPX 1X4 5000LM 80CRI 40K SWL	5259	124.5	42.2
CPX 1X4 5000LM 80CRI 40K A12	5161	122.2	42.2
CPX 1X4 5000LM 80CRI 50K SWL	5273	124.8	42.2
CPX 1X4 5000LM 80CRI 50K A12	5175	122.5	42.2
CPX 1X4 6000LM 80CRI 30K SWL	6373	114.9	55.4
CPX 1X4 6000LM 80CRI 30K A12	6254	112.8	55.4
CPX 1X4 6000LM 80CRI 35K SWL	6601	119.0	55.4
CPX 1X4 6000LM 80CRI 35K A12	6478	116.8	55.4
CPX 1X4 6000LM 80CRI 40K SWL	6719	121.2	55.4
CPX 1X4 6000LM 80CRI 40K A12	6594	118.9	55.4
CPX 1X4 6000LM 80CRI 50K SWL	6737	121.5	55.4
CPX 1X4 6000LM 80CRI 50K A12	6612	119.2	55.4

Optical Performance

UGR Values of CPX 1x4 @ 80CRI and 3500K (70% 50% 20% reflectance using a 4H x 8H room size)				
Lumen Package	A12		SWL	
	Crosswise	Endwise	Crosswise	Endwise
2000LM	17.5	17.6	19.8	19.5
3200LM	19.1	19.2	21.4	21.1
3200LMHE	19.3	19.3	21.5	21.3
4000LM	19.9	20	22.2	21.9
4000LMHE	20	20.1	22.3	22
5000LM	20.6	20.7	22.9	22.6
6000LM	21.5	21.6	23.8	23.5

UGR Values of CPX 2x2 @ 80CRI and 3500K (70% 50% 20% reflectance using a 4H x 8H room size)				
Lumen Package	A12		SWL	
	Crosswise	Endwise	Crosswise	Endwise
2000LM	17.3	17.6	19.7	19.5
3200LM	19.1	19.4	21.5	21.3
3200LMHE	19.1	19.4	21.5	21.3
4000LM	19.7	20.1	22.2	22
4000LMHE	19.7	20.1	22.2	22
5000LM	20.4	20.8	22.9	22.6
6000LM	21.1	21.5	23.6	23.3

UGR Values of CPX 2x4 @ 80CRI and 3500K (70% 50% 20% reflectance using a 4H x 8H room size)				
Lumen Package	A12		SWL	
	Crosswise	Endwise	Crosswise	Endwise
3000LM	16.2	16.4	18.5	18.4
4000LM	17.4	17.8	19.9	19.7
4000LMHE	17.6	17.9	20	19.9
5000LM	17.7	17.9	20	19.9
5000LMHE	18	18.3	20.4	20.3
6000LM	18.2	18.5	20.6	20.5
7200LM	19.1	19.4	21.5	21.4
8500LM	19.7	20	22.1	22
10000LM	20.3	20.6	22.7	22.5

*UGR varies based on luminaire options and is affected by application dependent parameters. Numbers depicted here are considered "Luminaire-UGR and/or "Point-UGR" values. To determine a more precise maximum UGR value ("Application-UGR"), a full lighting design layout should be completed with the selected luminaire configuration for each application.

Lumen Maintenance

Reported Lumen Maintenance	Forecasted Lumen Maintenance
L90 @ 37k Hrs / L80 @ >60k Hrs / L70 @ > 60k Hrs	L90 @ 37k Hrs / L80 @ 76k Hrs / L70 @ 120k Hrs

*Note - Reported LM based on IES standard 6X test period for LM-80 report. Forecasted LM based on TM-21 report extrapolation past 6X LM-80 testing.

CPX compatible with Sensor Switch™ [WSX-D](#) and [SPOD](#) wall switches.



WSX-D



SPOD

PHOTOMETRICS

See www.lithonia.com for photometry reports.

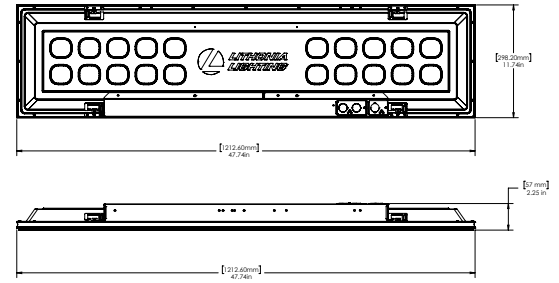
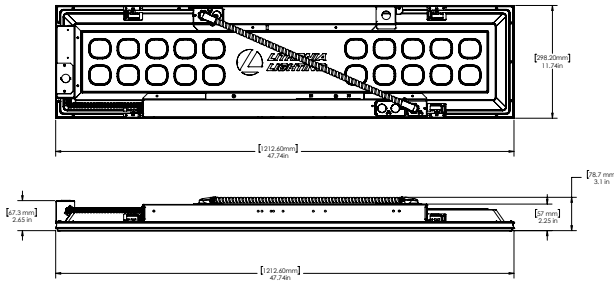
Intelligent Luminaire Technology Guide

Choose nomenclature from these columns

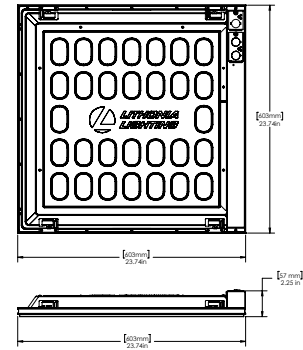
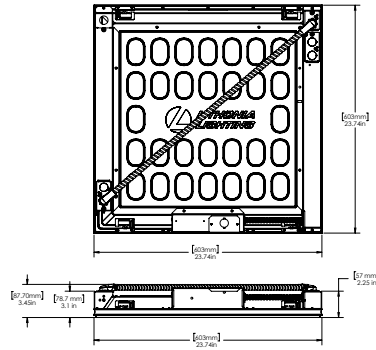
Control Input	+	Sensor	=	Sensor	Notes
				MSD 7 ADCX	Individual fixture control only. PIR integral occupancy sensor with automatic dimming control photocell.
SSA	+	APIR	=	MSD 7 ADCX	Individual fixture control only. PIR integral occupancy sensor with automatic dimming control photocell.
SSA	+	APDT	=	MSD PDT 7 ADCX	Individual fixture control only. PDT integral occupancy sensor with automatic dimming control photocell.
SSA	+	VAPIR	=	VERTEX EZ ADC VLP	Vertex passive Infrared occupancy sensor with automatic dimming photocell with VLP programming
SSA	+	(blank)	=	BTRM SSA BTA	Wireless room control with SensorSwitch AIR
SSA	+	VAPIR	=	BTRM SSA BTA + VERTEX EZ ADC VLP	Wireless room control with SensorSwitch AIR and Vertex passive Infrared occupancy sensor with automatic dimming photocell with VLP programming.
NLIGHT	+	(blank)	=	nIO EZ PH	nLight enabled only. No onboard sensor.
NLIGHT	+	PIR	=	nIO EZ PH + nES 7	nLight enabled with PIR integral occupancy sensor.
NLIGHT	+	PDT	=	nIO EZ PH + nES PDT 7	nLight enabled with dual technology occupancy control sensor.
NLIGHT	+	APIR	=	nIO EZ PH + nES 7 ADCX	nLight enabled with PIR integral occupancy sensor with automatic dimming photocell.
NLIGHT	+	APDT	=	nIO EZ PH + nES PDT 7 ADCX	nLight enabled with dual technology occupancy controls sensor with automatic dimming photocell.
NLIGHTER	+	(blank)	=	nIO EZ PH ER	Emergency nLight enabled only. No onboard sensor.
NLIGHTER	+	PIR	=	nIO EZ PH ER + nES 7	Emergency nLight enabled with PIR integral occupancy sensor.
NLIGHTER	+	PDT	=	nIO EZ PH ER + nES PDT 7	Emergency nLight enabled with dual technology occupancy control sensor.
NLIGHTER	+	APIR	=	nIO EZ PH ER + nES 7 ADCX	Emergency nLight enabled with PIR integral occupancy sensor with automatic dimming photocell.
NLIGHTER	+	APDT	=	nIO EZ PH ER + nES PDT 7 ADCX	Emergency nLight enabled with dual technology occupancy controls sensor with automatic dimming photocell.
NLIGHTLM	+	(blank)	=	nIO EZ PH N80	nLight enabled only with 80% constant lumen management. No onboard sensor.
NLIGHTLM	+	PIR	=	nIO EZ PH N80 + nES 7	nLight enabled with 80% constant lumen management with PIR integral occupancy sensor.
NLIGHTLM	+	PDT	=	nIO EZ PH N80 + nES PDT 7	nLight enabled with 80% constant lumen management with dual technology occupancy control sensor.
NLIGHTLM	+	APIR	=	nIO EZ PH N80 + nES 7 ADCX	nLight enabled with 80% constant lumen management with PIR integral occupancy sensor with automatic dimming photocell.
NLIGHTLM	+	APDT	=	nIO EZ PH N80 + nES PDT 7 ADCX	nLight enabled with 80% constant lumen management with dual technology occupancy controls sensor with automatic dimming photocell.
NLIGHTERLM	+	(blank)	=	nIO EZ PH ER N80	Emergency nLight enabled only with 80% constant lumen management. No onboard sensor.
NLIGHTERLM	+	PIR	=	nIO EZ PH ER N80 + nES 7	Emergency nLight enabled with 80% constant lumen management with PIR integral occupancy sensor.
NLIGHTERLM	+	PDT	=	nIO EZ PH ER N80 + nES PDT 7	Emergency nLight enabled with 80% constant lumen management with dual technology occupancy control sensor.
NLIGHTERLM	+	APIR	=	nIO EZ PH ER N80 + nES 7 ADCX	Emergency nLight enabled with 80% constant lumen management with PIR integral occupancy sensor with automatic dimming photocell.
NLIGHTERLM	+	APDT	=	nIO EZ PH ER N80 + nES PDT 7 ADCX	Emergency nLight enabled with 80% constant lumen management with dual technology occupancy controls sensor with automatic dimming photocell.
NLTAIR2	+	(blank)	=	RIO EZ PH 180D G2	nLight AIR Generation 2 enabled.
NLTAIREM2	+	(blank)	=	RIO EZ PH ER 180D G2	nLight AIR Generation 2 enabled
NLTAIR2	+	APIR	=	RES7 G2	nLight AIR Generation 2 enabled.
NLTAIR2	+	APDT	=	RES7 PDT 90D G2	nLight AIR Generation 2 enabled.
NLTAIR2	+	APIREM	=	RES7 EM 90D G2	nLight AIR Generation 2 enabled.
NLTAIR2	+	APDTEM	=	RES7 PDT EM 90D G2	nLight AIR Generation 2 enabled.

DIMENSIONS

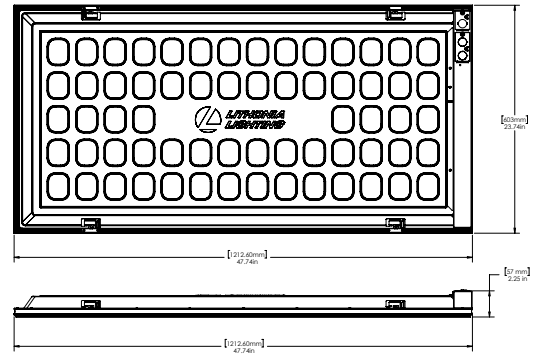
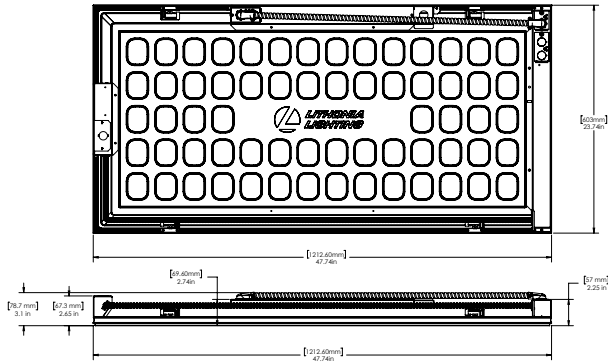
Length: 47.8" 121.4cm
 Width: 11.8" 30.0cm
 Depth: 2.3" 5.7cm
 Weight:
 Unit: 9.25 lbs
 Unit Carton: 10.25 lbs



Length: 23.8" 60.5cm
 Width: 23.8" 60.5cm
 Depth: 2.3" 5.7cm
 Weight:
 Unit: 9.45lbs
 Unit Carton: 10.45lbs



Length: 47.8" (121.4cm)
 Width: 23.8" 60.5cm
 Depth: 2.3" 5.7cm
 Weight:
 Unit: 17.25 lbs
 Unit Carton: 19.25 lbs



All dimensions are the same except the height with the STAR configuration. Includes conduit
 1X4- 3.21"-depth
 2X2- 3.24"-depth
 2X4-3.25"-depth

IVO™ 6" Square Cylinders Adjustable Wall Mount

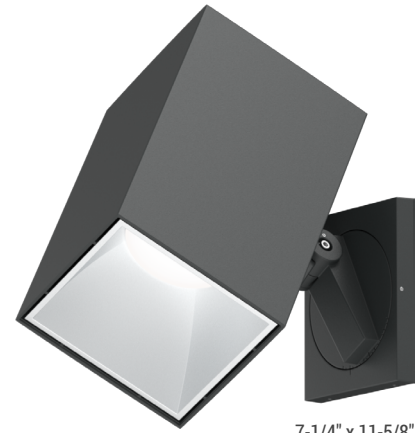
MOUNTING STYLES AND TRIM COLORS



Adjustable Wall Mount with Recessed J-box (JBX)



Adjustable Wall Mount with Surface J-Box (JBX)



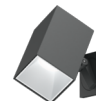
7-1/4" x 11-5/8"

Cylinder Lengths



6-3/4"

Shallow



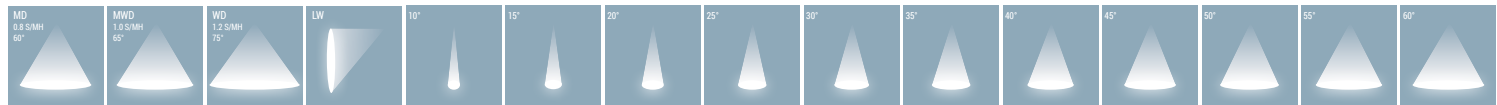
11-5/8"

Standard

Feature Set

- Perfect Color™ consistency within 1/2-step MacAdam Ellipse
- 45° visual cut-off angle to source (65° cut-off for L7 length)
- Bounding Ray™ optical design ensures no source image up to cut-off angle, minimizing glare
- Available with 10%, 1%, or 0.1% dim to dark
- Downlight and Wall Wash trims are interchangeable
- 90% lumen maintenance at 55,000 hours
- Clean beams with soft transitions
- Adjustable Wall Mount tilts -20° to +40°, and rotates +/-40°
- Batwing distributions with feathered edges to provide even illumination fixture-to-fixture
- Exceptional color with 80 CRI, 90 CRI, or 95 CRI min
- Field changeable optics available every 5°
- Wet Location optional, covered ceiling

Distribution / Beam Angles



Superior Performance*

Nominal Lumens	05LM	07LM	10LM	15LM	20LM	25LM	30LM	35LM	40LM	45LM	50LM	60LM	70LM	80LM
Delivered Lumens	492	739	991	1483	1970	2370	2935	3467	3807	4237	4964	5941	6944	7647
Wattage	4.9	7.3	9.8	15.0	20.5	25.2	31.1	37.4	42.8	45.1	49.3	60.6	68.4	74.9
Lumens per Watt	100	101	101	99	96	92	104	101	99	99	110	106	103	102

*Based on Downlight performance: 3500K 80CRI MD P AR LSS, for L12, L18, and L20. See IES files available online for L5 performance.

IVO 6" Square Product Family



PRODUCT FAMILY



Luminaire Type:

Catalog Number:

EXAMPLE: IVO6SQCYL WTRC D 20LM 35K 80CRI MWD MIN10 MVOLT EZT L7 JBX DN P AR LD DWH

ORDERING INFORMATION

Series	Cylinder Style	Function	Lumen Packages	Kelvin Temperature	Color Rendering Index	Distribution
IVO6SQCYL IVO 6" Square Cylinder	WTRC Wall Mount Tilt/Rotate Cylinder	D Downlight	05LM¹ 500 Lumens 07LM 750 Lumens 10LM 1000 Lumens 15LM 1500 Lumens 20LM 2000 Lumens 25LM 2500 Lumens 30LM 3000 Lumens 35LM 3500 Lumens 40LM 4000 Lumens 45LM 4500 Lumens 50LM² 5000 Lumens 60LM 6000 Lumens 70LM³ 7000 Lumens 80LM⁴ 8000 Lumens	27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K	80CRI 80+ CRI 90CRI⁵ 90+ CRI, R9 50+ 95CRI⁵ 95+ CRI, R9 80+	Narrow / Flood ⁶ 10D 10° 30D 30° 50D 50° 15D 15° 35D 35° 55D 55° 20D 20° 40D 40° 60D 60° 25D 25° 45D 45° General Illumination / Batwing MD Medium Batwing (0.8 s/mh, 60°) MWD Medium Batwing Wide (1.0 s/mh, 65°) WD Wide Batwing (1.2 s/mh, 75°)

Dimming Level	Voltage	Control Input ⁸	Cylinder Length	Mounting Style
MIN10 Min 10% Dim Level MIN1 Min 1% Dim Level DARK Min 0.1% Dim Level, Dim-to-Dark	MVOLT Multi-Volt Input, 120V-277V 120 120V Input 277 277V Input 347⁷ 347V Input	ZT⁹ Generic 0-10V ELV¹⁰ Phase Dimming (Forward/Reverse) (120V only) EZT EldoLED 0-10V DALI¹¹ DALI-2 DMX¹¹ DMX NLIGHT¹² Wired controls by nLight NLTAIR¹² Wireless controls by nLight NLIGHTER¹² Wired controls by nLight with UL924 listed emergency operation NLTAIREM¹² Wireless controls by nLight with UL924 listed emergency operation	L7 Shallow 6-3/4" Cylinder L12 Standard 11-5/8" Cylinder	JBX Integral driver, Recessed or Surface J-box

Fixture Orientation	Fusing	Emergency Pack ¹³	Wet/IP Listing
DN Downlight Position UP Uplight Position	(blank) No Options SF Single Fuse, specify 120V or 277V	(blank) No Emergency Pack E7W¹⁴ 7W Emergency battery pack, Constant Power, Title 20 compliant, user selectable Self-Diagnostic, AC Activate with Integral Test Switch. Max 40LM. E7WR 7W Emergency battery pack, Constant Power, Title 20 Compliant, User selectable Self-Diagnostic, AC Activate with Remote Test Switch (Sidecar) E10WR 10W Emergency battery pack, Constant Power, Title 20 Compliant, User selectable Self-Diagnostic, AC Activate with Remote Test Switch (Sidecar) E15WR 15W Emergency battery pack, Constant Power, Title 20 Compliant with Remote Test Switch (Sidecar)	(blank) Damp Location WL¹⁵ Wet Location

Trim Style	Trim Color	Baffle Color ¹⁸	Trim Lens ¹⁸	Trim Finish ¹⁶	Cylinder Color	
P Parabolic Trim BEV¹⁶ Bevel Trim	AR Clear Anodized BR Black Painted GR Gold Anodized PR Pewter Anodized WTR Wheat Anodized WRAMF¹⁶ White with Anti-Microbial Painted WMR¹⁶ Soft White Painted BZR¹⁶ Dark Bronze Painted TRALTBD¹⁷ RAL Paint TCPCTBD Custom Paint	(Blank) non-Bevel ARS Clear Anodized Semi-Specular WMRS Soft White BRS Black Semi-Specular BRD Black Diffuse	(Blank) no lens SLG Solite Lens CLR Clear Lens	LSS Semi Specular LD Matte Diffuse	DWH Gloss White DBL Matte Black DNA Gloss Natural Aluminum DWHAMF Gloss White Anti-Microbial DMB Matte Medium Bronze DDB Gloss Dark Bronze DSS Gloss Sandstone DGC Gloss Charcoal Grey DTG Gloss Tennis Green DBR Gloss Bright Red DSB Gloss Steel Blue	DBBT Textured Dark Bronze DBLB Textured Black DWHG Textured White DBNH Textured Bronze DNAT Textured Natural Aluminum DSST Textured Sandstone DSPD Textured Dark Grey DSPE Textured Green DSPH Textured Light Red RALTB¹⁷ Cylinder RAL Paint (TBD for pricing only) CPC Cylinder Custom Paint Color



ORDERING NOTES

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. 05LM only available with ZT or ELV Control Inputs. 2. 50LM max for L7 Cylinder Length. 3. 70LM only available with ZT, ELV or DMX Control Input options for L12. 4. 80LM not available with L12. 5. 90CRI not available with 50K Kelvin Temperature. 95CRI not available with 35K, 40K or 50K Kelvin Temperature. 6. Not available with L7 Cylinder Length. 7. 347 only available with ZT Control Input. Min 07LM-Max 40LM for L7 Cylinder Length. Min 07LM – Max 40LM for L12, L18 or L21 Cylinder Length. Not available with nLight, Emergency or SF Options. 8. Refer to Tech-240 for compatible dimmers. 9. ZT not available with DARK. 10. ELV only available with MIN1 and 120 volt. 11. DALI and DMX only available with DARK. | <ol style="list-style-type: none"> 12. nLight controls are provided with each fixture and can be remote mounted or mounted to the junction box. Wired NLIGHT and NLIGHTER controls include nPS 80 EZ dimming pack. Wireless NLTAIR2 and NLTAIREM2 controls include rPP20 power pack. Includes EZT driver. See Tables of Use on page 10. 13. Sidecar Emergency Options available L7: 05-LM-45LM for ZT & ELV. L7-L21: 07LM-35LM for EZT, DMX, & DALI. L12-L21: 05-LM-50LM for ZT & ELV. 14. Integral E7W 05-40LM ZT, 05LM not available EZT, Dali or DMX. WL E7W 05-30LM ZT, 05LM not available EZT, DALI or DMX. Not available for L7 or 347. 15. WL only available with JBX. Not available with DMX, UP or Emergency options. 05LM not available with EZT or DALI for L7 Cylinder Length. 05LM-35LM for ZT & ELV for L12, L18, & L21 Cylinder Lengths. 16. Optical finishes are not available with WRAMF WMR and BZR trim colors. 17. Replace with applicable RAL number and finish when ready to order. See RAL BROCHURE for available color options. 18. Baffle Color and Trim lens only available with BEV trim style. |
|--|---|

ACCESSORIES – order as separate catalog numbers (shipped separately)

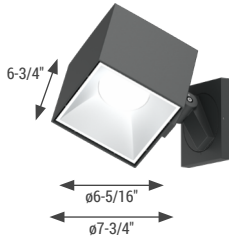
GCOLORS KIT	Architectural colors chip kit, consisting of powder-coat and plated finishes
GOTHAM IVO REFLECTOR COLOR KIT	Trim colors & finishes sample kit for standard IVO anodized and painted trim color options.
IV060PTC D MD	Field Replaceable 6" Downlight Optic, Medium Batwing Distribution, 0.8 s/mh
IV060PTC D MWD	Field Replaceable 6" Downlight Optic, Medium Wide Batwing Distribution, 1.0 s/mh
NO60PTC D WD	Field Replaceable 6" Downlight Optic, Wide Batwing Distribution, 1.2 s/mh
IV060PTC D 10D	Field Replaceable 6" Downlight Optic, 10°
IV060PTC D 15D	Field Replaceable 6" Downlight Optic, 15°
IV060PTC D 20D	Field Replaceable 6" Downlight Optic, 20°
IV060PTC D 25D	Field Replaceable 6" Downlight Optic, 25°
IV060PTC D 30D	Field Replaceable 6" Downlight Optic, 30°
IV060PTC D 35D	Field Replaceable 6" Downlight Optic, 35°
IV060PTC D 40D	Field Replaceable 6" Downlight Optic, 40°
IV060PTC D 45D	Field Replaceable 6" Downlight Optic, 45°
IV060PTC D 50D	Field Replaceable 6" Downlight Optic, 50°
IV060PTC D 55D	Field Replaceable 6" Downlight Optic, 55°
IV060PTC D 60D	Field Replaceable 6" Downlight Optic, 60°
IV06SOPTC D MD U	Field Replaceable Optic, Medium Distribution
IV06SOPTC D MWD U	Field Replaceable Optic, Medium Wide Distribution
IV06SOPTC D WD U	Field Replaceable Optics, Wide Distribution



Cylinder Length

- Dimensions in inches [centimeters]
- L7 length Cylinder has a 65° visual cut-off angle and trims and optics that are not interchangeable with the other Cylinder lengths

L7 - Shallow



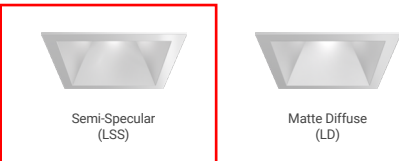
L12 - Standard



Trim Style

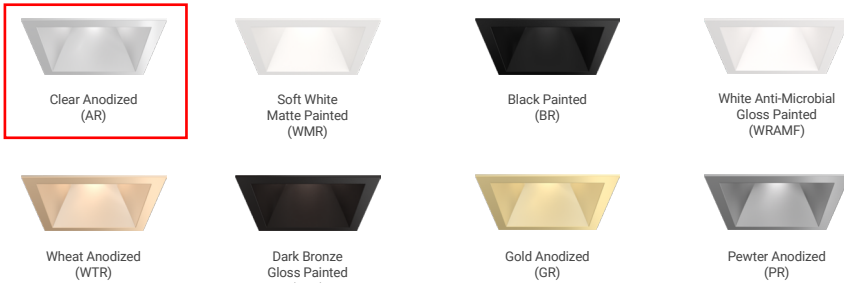


Optical Finish



Parabolic Clear Anodized shown

Trim Color



Parabolic shown

Textured Colors



Textured White (DWHG)



Textured Black (DBLB)



Textured Aluminum (DNAT)



Textured Light Red (DSPH)



Textured Green (DSPE)



Textured Bronze (DBNH)



Textured Dark Bronze (DBBT)



Textured Dark Grey (DSPD)



Textured Sandstone (DSST)

Gloss Colors



White Gloss (DWH)



Aluminum Gloss (DNA)



Bright Red Gloss (DBR)



Tennis Green Gloss (DTG)



Steel Blue Gloss (DSB)



Charcoal Grey Gloss (DGC)



Dark Bronze Gloss (ddb)



Sandstone Gloss (DSS)



AM White Gloss (DWH)

Matte Colors



Black Matte (DBL)



Medium Bronze Matte (DMB)

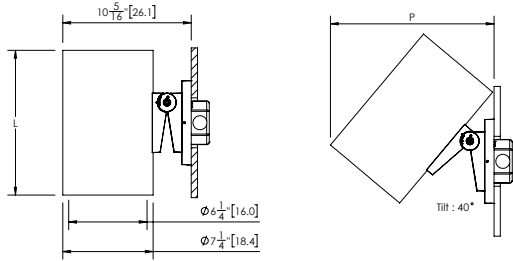
Note: These colors were carefully reproduced to give as true a depiction as possible of the finished product color. Some colors, however, may vary slightly from actual appearance due to display/printing variations and limitations. Please contact a Gotham representative for an Architectural Color Chip Kit (GCOLORS KIT), consisting of Powder-Coated and Plated Finishes.

Wall Mounting Options

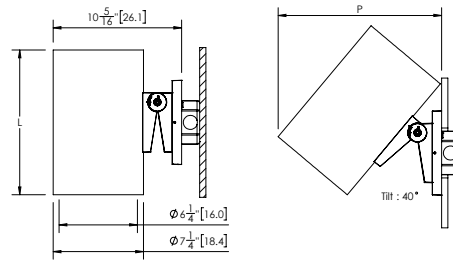
- Dimensions in inches [centimeters]
- J-boxes available by others (see Compatibility Table).
- Fixture can be specified in Uplight or Downlight orientation

CYLINDER LENGTH (L)	L DIMENSIONS INCHES (CM)	P DIMENSIONS INCHES (CM)
L7	6-3/4"	9-5/8"
L12	11-5/8"	13-1/8"

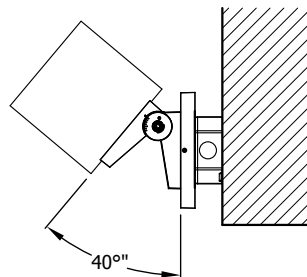
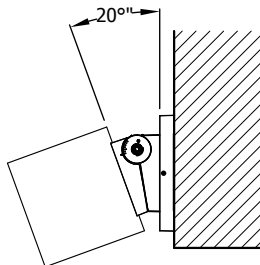
Wall Mount with Recessed J-Box (JBX)



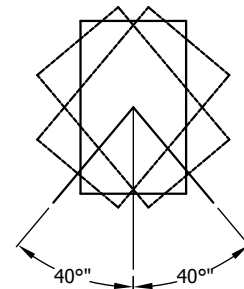
Wall Mount with Surface J-box (JBX)



Tilt and Rotate Range



Tilt range: -20° to 40°



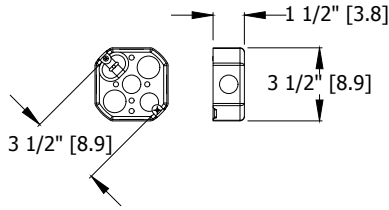
Rotation range: -40° to 40°

JUNCTION BOX AND CANOPY

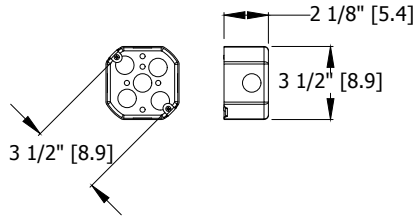
Junction Box Details

- Dimensions in inches [centimeters]
- J-boxes available by others. (see Compatibility Table).

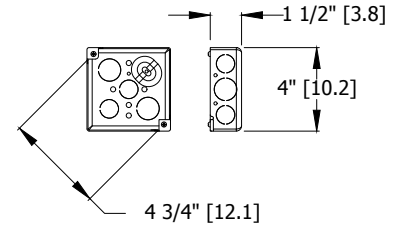
4" Octagonal j-box, 1-1/2" deep



4" Octagonal j-box, 2-1/8" deep



4" Square j-box, 1-1/2" deep



Mounting Compatibility Matrix		Cylinder Configurations		
		JBX	JBX w/ DMX	JBXCC
J-box (by others)	4" Octagonal 4x4x1.5 deep	✓	✗	✓
	4" Octagonal 4x4x2.125 deep	✓	✓	✗
	4" Square 4x4x1.5 deep	✓	✗	✗

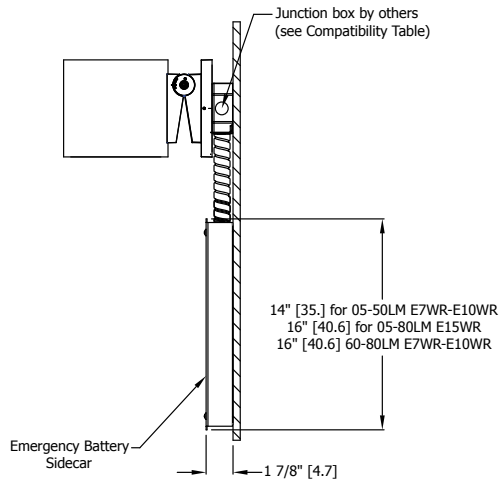
JUNCTION BOX AND CANOPY

Emergency Battery Sidecar

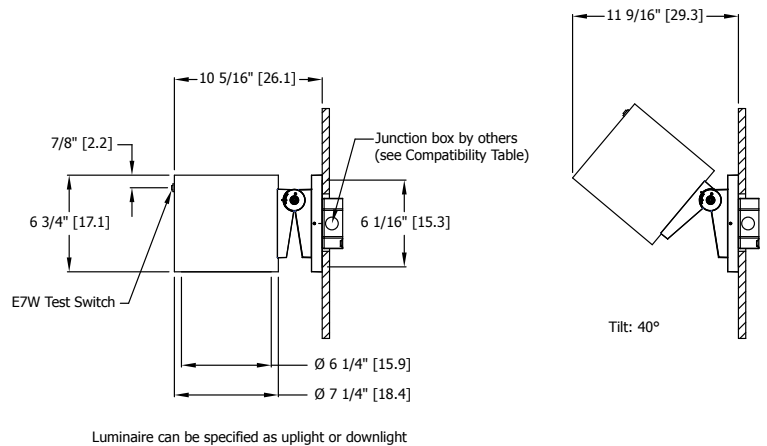
- Dimensions in inches [centimeters]
- J-boxes available by others. (see Compatibility Table).

Emergency Battery Sidecar Enclosure

Emergency Battery Remote Test Switch (E7WR, E10WR, E15WR)



Emergency Battery Integral Test Switch (E7W)



How to Estimate Delivered Lumens in Emergency Mode

Delivered Lumens = 1.25 x P x LPW

P = Output Power/Wattage of Emergency Battery Driver (E7WR* = 7W, E10WR* = 10W, E15WR* = 15W)

LPW = Lumen per Watt rating of luminaire based on Ordering Code selections



Optical System

- Bounding Ray™ optical design delivers low brightness apertures for a comfortable lighting experience. Bounding Ray™ optical design ensures no source image up to cut-off angle, minimizing glare.
- 45° visual cut-off angle to source for L12, L18 and L21 lengths and 65° visual cut-off for L7 length per CIE 117-1995 Discomfort Glare in Interior Lighting ([UGR FAQ](#))
- Top-Down Flash characteristics avoid flash on trim until source becomes visible.
- Batwing distributions with feathered edges to provide even illumination fixture-to-fixture. Available with 0.8, 1.0, and 1.2 spacing-to-mounting-height ratio (s/mh).
- Clean beams with soft transitions from narrow spot 10° up to wide flood 60° distributions and available every 5°.
- Optics are field changeable. However, L5 Cylinder Length optics are not interchangeable with other Cylinder Length optics.

LED Light Engine

- Perfect Color™ consistency within 1/2-step MacAdam Ellipse using proprietary pick and place algorithm.
- 90% lumen maintenance at 55,000 hours.
- Available in 80, 90, or 95 CRI. 90 CRI has R9 greater than 50, 95 CRI has R9 greater than 80.

Trims

- Trims are field changeable via twist-lock (tool-free). However L5 Cylinder Length trims are not interchangeable with other Cylinder Lengths.
- Trims are available in 9 colors and 3 surface finishes (standard)
- Custom RAL and Paint colors available upon request.

Electrical

- 120, 277, 347, or Multi-Volt (MVOLT) 120-277 VAC input at 50/60 Hz.
- Power Factor > 85%.
- Input wires 18 AWG, 600V minimum, solid copper.

EMI/RFI

- EMI/RFI per FCC Title 47 CFR, Part 15, Class A rated standard.
- EMI/RFI per FCC Title 47 CFR, Part 15, Class B rated for Phase Dimming driver (ELV) except when used with Emergency Battery (E7WR, E10WR, E15WR) or at 15LM and above.

Controls (Optional)

- Luminaire can be equipped with interface for nLight wired, allowing it to communicate over an nLight network. nLight wired options ship with an nPS 80 EZ power pack to be mounted to a plenum j-box through (via 1/2" knockout) and connected to the Fixture control wires. Couple with nLight-enabled sensors, power packs, or WallPods using CAT-5 cabling to create an nLight Control Zone. Link Control Zone to a Gateway directly or via a Bridge for remote status monitoring and control using SensorView software.
- Luminaire can be equipped with interface for nLight Air, allowing it to communicate over the wireless nLight control platform. nLight Air options ship with an rPP20 power pack to be mounted to a plenum j-box through (via 1/2" knockout) and connected to the Fixture control wires. Can be paired to other luminaires and wall switches through CLAIRITY+, a mobile app, which allows individual fixture control.

Dimming

- Luminaire is capable of continuous dimming without perceivable flicker (stroboscopic) as measured by flicker index (ASNI/IES RP-16-10).
- Available dimming ranges include: 100%-10% (MIN10), 100%-1% (MIN1), and 100%-0.1% (DARK) of rated lumen output.
- Available with smooth shut off function from minimum dimming level to 0%.
- EldoLED drivers (EZT, DALI) conform to IEEE P1789 standards.
- Drivers are inaudible in 24dB environment and stable even when input voltage conditions experience typical commercial environment fluctuations.

Emergency Battery (Optional)

- Luminaires equipped with battery pack (E7WR, E10WR, E15WR) comply with NFPA 101 (Life Safety Code) and deliver constant light output for a duration of 90 minutes minimum with AC power loss.
- Emergency battery is mounted to ceiling via remote enclosure (sidecar).
- Emergency battery is CEC T20 compliant.

Installation

- Adjustable Wall Mount tilts -20° to +40°, and rotates +/-40°
- Wall Mount can be oriented either Up or Down depending on ordering configuration
- Luminaire can be installed to 4" Octagonal j-box (1-1/2" or 2-1/8" deep depending on ordering configuration).
- Luminaire can be installed to 4" Square j-box (1-1/2" deep) when used with Cylinder Adaptor Plate (CYLBOXADPT SQ 4SQ2OCT).
- Optional, field configurable Conduit Covers are available and match Cylinder finish and size.

Construction

- Heavy-gauge extruded Aluminum construction.
- Reflector design allows air flow across heatsink to improve thermal management.
- Light Engine and Driver are field replaceable and serviceable from below the ceiling.

Listings

- Fixtures are CSA certified to meet US and Canadian standards.
- All fixtures are manufactured in strict accordance with the appropriate and current requirements of the "Standards for Safety" per UL.
- Damp Location standard.
- Wet Location available.

Photometrics

- All photometry is conducted by IESNA standard LM-79-08 in an accredited lab.
- LEDs are tested to LM-80 standards. Lumen maintenance is calculated via TM-21.

Warranty

- 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note:

- Actual performance may differ as a result of end-user environment and application.
- All values are design or typical values, measured under laboratory conditions at 25 °C.
- The product images shown are for illustration purposes only and may not be an exact representation of the product.

Dimming Configurations	Dimming Level		Control Input	Dimming Level	Driver Dim Curve	Recommended Control Dim Curve
	MIN10	+	ZT	100% to 10%	Linear	Linear/Logarithmic
			EZT	100% to 10%	Linear	Linear/Logarithmic
	MIN1	+	ZT	100% to 1%	Linear	Linear/Logarithmic
			EZT	100% to 1%	Linear	Linear/Logarithmic
			ELV	100% to 1%*	n/a	n/a
	DARK	+	EZT	100% to 0.1%	Logarithmic	Linear
			DMX	100% to 0.1%	Square	Linear
			DALI	100% to 0.1%	Logarithmic	Linear

* ELV Minimum Dimming level depends on dimmer and dimmer load

Night Configurations	Dimming Level		Control Input	Dimming Level	Control Provided	Driver Provided
	MIN10	+	NLIGHT	100% to 10%	NPS 80 EZ	eldoLED EC0drive
			NLIGHTER	100% to 10%	NPS 80 EZ ER	eldoLED EC0drive
			NLTAIR2	100% to 10%	RPP20	eldoLED EC0drive
			NLTAIREM2	100% to 10%	RPP20 EM	eldoLED EC0drive
	MIN1	+	NLIGHT	100% to 1%	NPS 80 EZ	eldoLED EC0drive
			NLIGHTER	100% to 1%	NPS 80 EZ ER	eldoLED EC0drive
			NLTAIR2	100% to 1%	RPP20	eldoLED EC0drive
			NLTAIREM2	100% to 1%	RPP20 EM	eldoLED EC0drive
	DARK	+	NLIGHT	100% to 0.1%	NPS 80 EZ	eldoLED SOLOdrive
			NLIGHTER	100% to 0.1%	NPS 80 EZ ER	eldoLED SOLOdrive
			NLTAIR2	100% to 0.1%	RPP20	eldoLED SOLOdrive
			NLTAIREM2	100% to 0.1%	RPP20 EM	eldoLED SOLOdrive

IVO6SQCYL D L7	Title 24, JA8		Energy Star	
	Drivers:	EZT, ZT, ELV	EZT, ZT, ELV, DALI, DMX	
80CRI	2700K			✓ ²
	3000K			✓ ²
	3500K			✓ ²
	4000K			✓ ²
	5000K			✓ ²
90CRI	2700K			✓ ^{2,5}
	3000K			✓ ^{2,5}
	3500K	✓ ¹		✓ ^{2,5}
	4000K	✓ ¹		✓ ^{2,5}
95CRI	2700K	✓ ¹		
	3000K	✓ ¹		

Applicable for L7 length Downlight Cylinders only.

- 1 - E7WR, E10WR, and E15WR are not T24 compliant.
- 2 - E7WR and 05LM are not Energy Star compliant.
- 3 - 35LM-80LM with ZT or ELV are not T24 compliant.
- 4 - EZT with DARK is T24 compliant at 07LM, 10LM, 25LM, 30LM, and 35LM only.
- 5 - 90CRI with 07LM is not Energy Star compliant.

A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control capability with simple commissioning when used with Acuity Brands controls products.

All configurations of this luminaire are calibrated and tested to meet the Acuity Brands' specification for chromatic consistency - including color rendering, color fidelity and color temperature tolerance around standard CIE chromaticity coordinates.

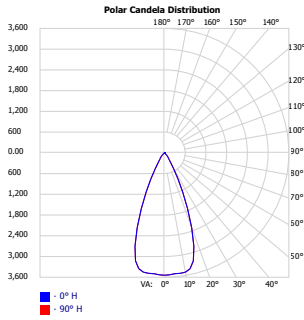
To learn more about A+, visit www.acuitybrands.com/aplus.



MD Medium Beam

IVO6SQCYL WC D 20LM 35K 80CRI MD L12 P AR LSS

Wattage: 20.5, Lumens: 1969.9, LPW: 96, S/MH: .75, Test No: 25-029-5P4266



Candela Summary	
0°	3383
10°	3212
20°	2149
30°	558
40°	119
50°	16
60°	5
70°	2
80°	0
90°	0

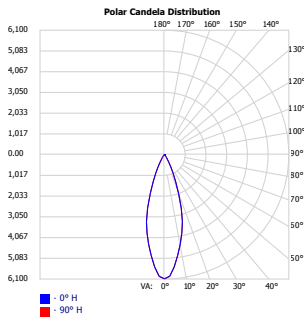
Zonal Lumen Summary		
Zone	Lumens	%
0-30	1696.7	86.1%
0-40	1906.2	96.8%
0-60	1965.8	99.8%
0-90	1969.9	100.0%

Cone of Light			
Mounting Height	Initial FC Center Beam	Beam Diameter (ft)	
		Horizontal	Vertical
8'	52.86	6.6	6.7
10'	33.83	8.2	8.4
12'	23.5	9.9	10.1
14'	17.26	11.5	11.7
16'	13.22	13.1	13.4

35 Degree Beam

IVO6SQCYL WC D 20LM 35K 80CRI 35D L12 P AR LSS

Wattage: 20.5, Lumens: 2034, LPW: 99, S/MH: 0.66, Test No: 25-029-17P4266



Candela Summary	
0°	4404
10°	3931
20°	2136
30°	443
40°	85
50°	13
60°	4
70°	2
80°	0
90°	0

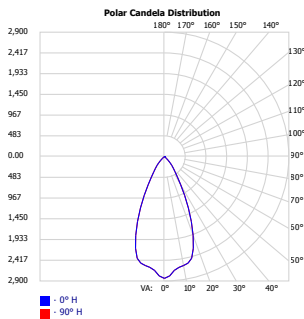
Zonal Lumen Summary		
Zone	Lumens	%
0-30	1817	89.3%
0-40	1987.4	97.7%
0-60	2030.1	99.8%
0-90	2034	100.0%

Cone of Light			
Mounting Height	Initial FC Center Beam	Beam Diameter (ft)	
		Horizontal	Vertical
8'	68.81	5.6	5.7
10'	44.04	7	7.2
12'	30.58	8.4	8.6
14'	22.47	9.8	10
16'	17.2	11.2	11.5

50 Degree Beam

IVO6SQCYL WC D 20LM 35K 80CRI 50D L12 P AR LSS

Wattage: 20.5, Lumens: 1858.8, LPW: 91, S/MH: .81, Test No: 25-029-11P4266



Candela Summary	
0°	2591
10°	2454
20°	1843
30°	740
40°	194
50°	20
60°	5
70°	2
80°	1
90°	0

Zonal Lumen Summary		
Zone	Lumens	%
0-30	1464	78.8%
0-40	1762.6	94.8%
0-60	1854.2	99.7%
0-90	1858.8	100.0%

Cone of Light			
Mounting Height	Initial FC Center Beam	Beam Diameter (ft)	
		Horizontal	Vertical
8'	40.49	7.4	7.5
10'	25.91	9.2	9.4
12'	17.99	11.1	11.2
14'	13.22	12.9	13.1
16'	10.12	14.8	15

CRI/CCT Multiplier Table		
CRI	CCT	Multiplier
80	2700K	0.92
	3000K	0.96
	3500K	1.00
	4000K	1.01
	5000K	1.04
90	2700K	0.80
	3000K	0.85
	3500K	0.85
	4000K	0.89
95	2700K	0.68
	3000K	0.75

Trim Type Multiplier		
Trim Style	Trim Finish	Multiplier
P	LSS	1.00
BEV	ARS	0.60
BEV	WMRS	0.73
BEV	BRS	0.54
BEV	BD	0.59

TRIM Finish Multiplier		
Trim Color	Optical Finish	Multiplier
AR	LSS	1.00
AR	LS	1.06
AR	LD	0.97
GR	LSS	0.97
GR	LS	0.98
GR	LD	0.92
PR	LSS	0.97
PR	LS	0.97
PR	LD	0.90
BR	LSS	0.68
BR	LS	0.68
BR	LD	0.68
WTR	LSS	0.87
WTR	LS	0.89
WTR	LD	0.87
WMR		1.03
WRAMF		1.04
BZR		0.68

UGR (70% 50% 20% reflectance using a 4H x 8H room size)						
Lumen Package	Crosswise			Endwise		
	MD	MWD	WD	MD	MWD	WD
05LM	1.3	0	0	1.4	0	0
07LM	2.7	0.6	0.4	2.8	0.8	0.7
10LM	3.5	1.4	1.2	3.6	1.7	1.5
15LM	4.8	2.7	2.5	4.9	3	2.8
20LM	5.8	3.7	3.5	5.9	3.9	3.8
25LM	6.6	4.5	4.3	6.7	4.7	4.6
30LM	7.3	5.1	5	7.4	5.4	5.2
35LM	7.6	5.5	5.4	7.7	5.8	5.6
40LM	8.1	6	5.8	8.2	6.2	6.1
45LM	8.5	6.4	6.2	8.6	6.6	6.5
50LM	8.9	6.7	6.6	9	7	6.9

Lens Multiplier	
None	1.00
SLG	0.96
CLR	0.93



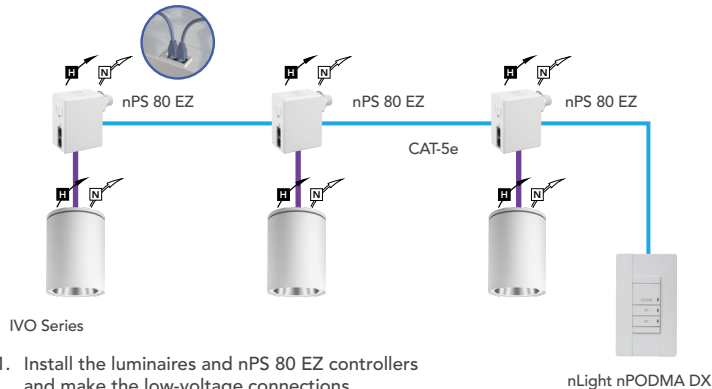


Single Lighting Controls Platform for Indoor & Outdoor Spaces

nLight® is your networked lighting controls platform, for indoor and outdoor applications, providing wired or wireless options. Scaling from room to campus-wide applications, it is the one platform that grows with your business today and tomorrow; to seamlessly address energy cost optimization, building code compliance, improved occupant comfort, and much more. nLight also interfaces with DALI®, BACnet®, DMX and additional third-party devices.

nLightcontrols.com

Wired Controls



1. Install the luminaires and nPS 80 EZ controllers and make the low-voltage connections
2. Install the nLight Wired wall switch
3. Connect the nLight devices using standard CAT-5e cables and the controls devices will automatically discover each other and work (plug and play)

Wireless Controls



1. Install the luminaires and rPP20 power/relay packs
2. Install the nLight AIR battery-powered wall switch
3. Use CLAIRITY™ + mobile app to pair the luminaires with the wall switch and if desired, customize the device settings

UL924 Sequence of Operation

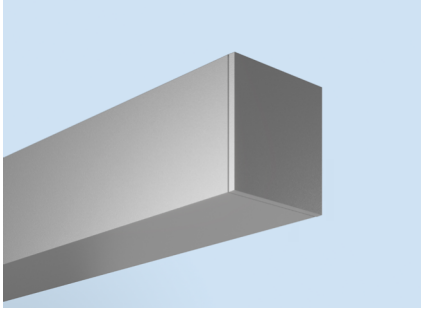
- The below information applies to all nLight AIR devices with an EM option.
- EM devices will remain at their high-end trim and ignore wireless lighting control commands, unless a normal-power-sensed (NPS) broadcast is received at least every 8 seconds.
 - Using the CLAIRITY+ mobile app, EM devices must be associated with a group that includes a normal power sensing device to receive NPS broadcasts.
 - Only non-emergency rPP20, rLSXR, rSBOR, rSDGR, and nLight AIR luminaires with version 3.4 or later firmware can provide normal power sensing for EM devices. See specification sheets for control devices and luminaires for more information on options that support normal power sensing.



SPECIFICATIONS

TYPE:

PROJECT:



SLOT 4

PENDANT INDIRECT
TUNABLE WHITE

HIGHLIGHTS

- 300 to 1500 lumens per foot Indirect
- 3 indirect distributors: Lambertian, Batwing or Asymmetric
- Optional Top Glow lens treatment
- Integrated control with nLight for system networking
- White, black or silver paint with satin finish
- Declare listed
- UGR is less than 10 for fixtures with 100% indirect only optics per CIE 117-1995 Discomfort Glare in Interior Lighting.



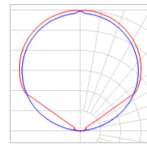
FIXTURE PERFORMANCE

	Indirect			
Nominal Lumens/Foot				
Delivered Lumens/Foot				
Input Watts/Foot				
Lumens/Watt				

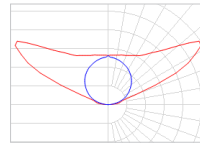
Based on a 4ft 35K fixture with standard lambertian distribution



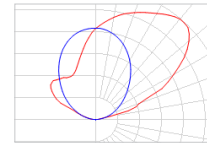
INDIRECT DISTRIBUTION



Lambertian (No Optic)



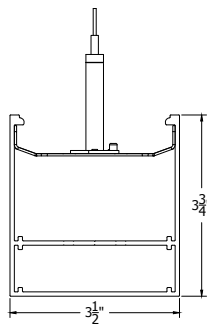
Batwing (BW)



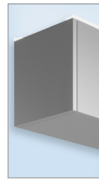
Asymmetric (AS)

DIMENSIONS

See page 5 for additional details.



DIFFUSERS/SHIELDING



Top Glow (TGLD)

ORDERING

Example: S4PI LLP 32FT MSL8 TUWH RHYP I90CRI I120OLMF DARK SCT MVOLT WHTT NLT F1/36A RDCY WHTCY WCRD

Series	Linear Plan	Total Run Length	Max Section Length	Dynamic Feature	Dynamic Range	Indirect Light Source Color Rendering	Indirect LED Light Output
S4PI Slot 4 Pendant Indirect	LLP Linear Longest Possible LCB Linear Center Balanced LSL Longest Same Length For more information on linear plans, see page 4.	_FT Specify continuous run length in 1" increments, 2' minimum, i.e. 24FT2. Unit length may affect available options. Please contact your Acuity representative for assistance. For runs longer than 8FT: ALWAYS order the run by the TOTAL RUN LENGTH. Ordering the sections individually will not provide the correct joining hardware to allow connection in the field.	MSL3 3' MSL4 4' MSL6 6' MSL7 7' MSL8 8'	TUWH Tunable White	RHYP Rhythm Range (2700K - 6500K)	I80CRI 80CRI+ I90CRI 90CRI	300LMF 300 Lumens per FT 400LMF 400 Lumens per FT 600LMF 600 Lumens per FT 800LMF 800 Lumens per FT 1000LMF 1000 Lumens per FT 1200LMF 1200 Lumens per FT 1400LMF 1400 Lumens per FT 1500LMF 1500 Lumens per FT _LMF Specify Lumens between I300LMF - I1500LMF in 50LMF increments. Lumen output may affect available options. Please contact your Acuity representative for assistance.

Indirect Distribution	Switching	Minimum Dimming Level	Indirect Shielding	Voltage	Finish
(blank) Lambertian BW Batwing Distribution AS Asymmetrical Distribution Indirect Distribution options are only available in whole foot increments.	SCT Single Circuit	DARK Constant Current, Dimming To 0.1%	(blank) No Indirect Shielding TGLD ¹ Top Glow Lens DC Clear Dust Cover DCF Frosted Dust Cover 1. TGLD is only available in whole foot increments.	MVOLT Multi-Volt, 120-277 120 120V 277 277V	WHTT White, Satin BLKT Black, Satin SLVT Silver, Satin RALTB RAL paint finishes. RALTB is for pricing only. Replace with applicable RAL number & finish when placing order. Click here for more information on our paint finishes.

Secondary Power Options	Control Input	Mounting	Overall Suspension	Canopy Form	Canopy Color
(blank) No Secondary Power Option EC # of Emergency Circuits GTD ¹ Generator Transfer Device (remote) 1. GTD is remote mounted. (See more information on page 9.) GTD is not available with MVOLT.	NLT nLight nTune Device For additional ordering assistance consult "Intelligent Luminaire Technology Guide" on page 7.	F1 T-Bar Ceiling (universal mounting bracket) FIA T-Bar Ceiling (UMB with integrated J-BOX) F2 Hard ceiling (horizontal J-box) 1. Please reference page 5 for ceiling type details.	36A 36" Adjustable 72A 72" Adjustable 144A 144" Adjustable 240A 240" Adjustable 300A ¹ 300" Adjustable 1. BCRD is not available with 300A.	RDCY Round Canopy SQCY Square Canopy	WHTCY White Canopy SLVCY Silver Canopy BLKCY Black Canopy

Cord Color	Options
WCRD White Cord BCRD Black Cord CCRD Clear Cord CAT5 cord, when included will be white.	(blank) No Options PIF ¹ Feed Cord Installed MCS Matching Canopy BAA Buy America(n) Act and/or Build America Buy America Qualified 1. Cord length will match overall suspension length specified.

NOTE: Unit length and lumen outputs may affect available options. Please contact your Acuity representative for assistance.

LINEAR PLAN

Mark Lighting offers the ability to provide a continuous run plan to suit your requirements by optionally offering three different methods of configuration.

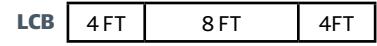
LLP- Linear Longest Possible

In this configuration, the longest length available is optimized, resulting in the fewest segments and mounting locations. Caution should be used where balanced appearance is a concern. Example: 20 FT run would have 2, 8 FT segments and 1, 4 FT segment at the end of the run.



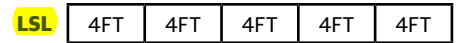
LCB- Linear Center Balanced:

This configuration incorporates the longest center segment(s) along with any additional lengths required to fill the run length, added to the run ends. Example: 16 FT run would have 2, 4 FT segments (one at each end) and 1, 8 FT segment in the center.



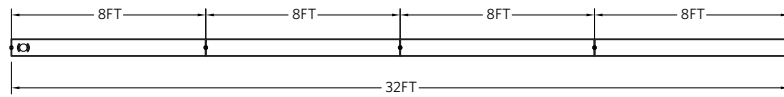
LSL- Linear Same Length:

In this configuration, each segment is the same length and is standardized based on the longest length available and is the only option provided. Because it is dependent on one segment length and there are mathematical limitations on what overall row lengths can be achieved. Example: 20 FT row would be achieved with 5, 4 FT long segments equaling 20 FT (nominal).

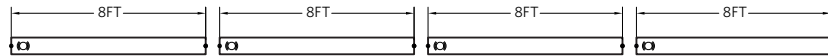


Total Run Length

This system is not modular. Runs longer than 8FT will be automatically configured with left, intermediate and right sections, based on how you specify the TOTAL RUN LENGTH and MAXIMUM SECTION LENGTH parameters in the ordering information. Always order the total run length, not the individual sections.



Example: This run must be ordered as 1pc "S4PI LLP 32FT MSL8..."



Example: If you order as 4pcs "S4PI LLP 8FT MSL8..." you will receive these INDIVIDUAL sections that cannot be joined together

Maximum Section Length

The run will be broken out using as many sections at the chosen maximum section length as possible. Shorter sections will then complete the desired run length.

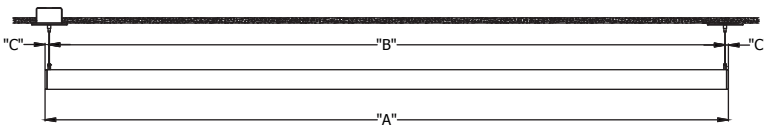
Examples:

S4PI LLP 21FT MSL5... = 5FT / 4FT / 4FT / 4FT / 4FT

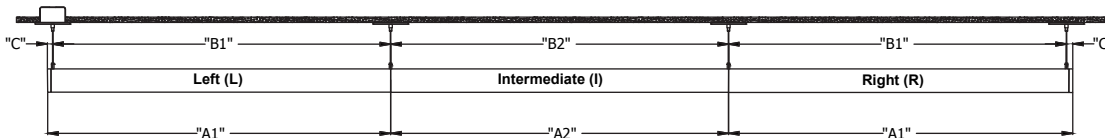
S4PI LLP 21FT MSL6... = 6FT / 6FT / 5FT / 4FT

S4PI LLP 21FT MSL7... = 7FT / 7FT / 7FT

S4PI LLP 21FT MSL8... = 8FT / 8FT / 5FT



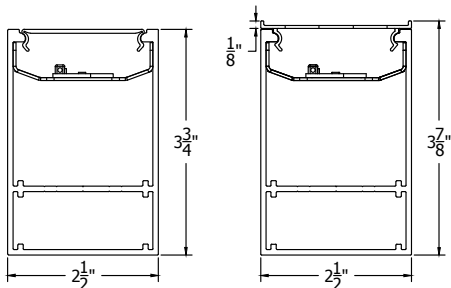
INDIVIDUAL FIXTURES				
ORDERED LENGTH	"A" O.A.L.	"B" O.C.	"C" FROM END	APPROX. WEIGHT
3FT	3'- 0 9/16"	2'- 11 13/16"	3/8"	2.4 LBS
4FT	4'- 0 9/16"	3'- 11 13/16"	3/8"	3.2 LBS
6FT	6'- 0 9/16"	5'- 11 13/16"	3/8"	4.8 LBS
7FT	7'- 0 9/16"	6'- 11 13/16"	3/8"	5.6 LBS
8FT	8'- 0 9/16"	7'- 11 13/16"	3/8"	6.4 LBS



RUN LAYOUT						
ORDERED LENGTH	"A1" O.A.L.	"A2" O.A.L.	"B1" O.C.	"B2" O.C.	"C" FROM END	APPROX. WEIGHT
4FT	4'- 0 1/4"	4'- 0"	3'- 11 15/16"	4'- 0"	3/8"	4
6FT	6'- 0 1/4"	6'- 0"	5'- 11 15/16"	6'- 0"	3/8"	6
7FT	7'- 0 1/4"	7'- 0"	6'- 11 15/16"	7'- 0"	3/8"	7
8FT	8'- 0 1/4"	8'- 0"	7'- 11 15/16"	8'- 0"	3/8"	8

SHIELDING, OPTICS & CONNECTORS

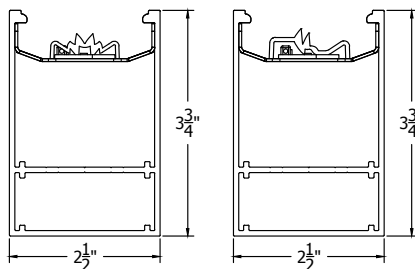
Indirect Shielding



Dust Cover
(DC, DCF)

Top Glow (TGLD)

Indirect Optics



Batwing (BW)

Asymmetric (AS)

MOST COMMON MOUNTING TYPES AND OPTIONS Options available for this specific luminaire are checked in the boxes below.

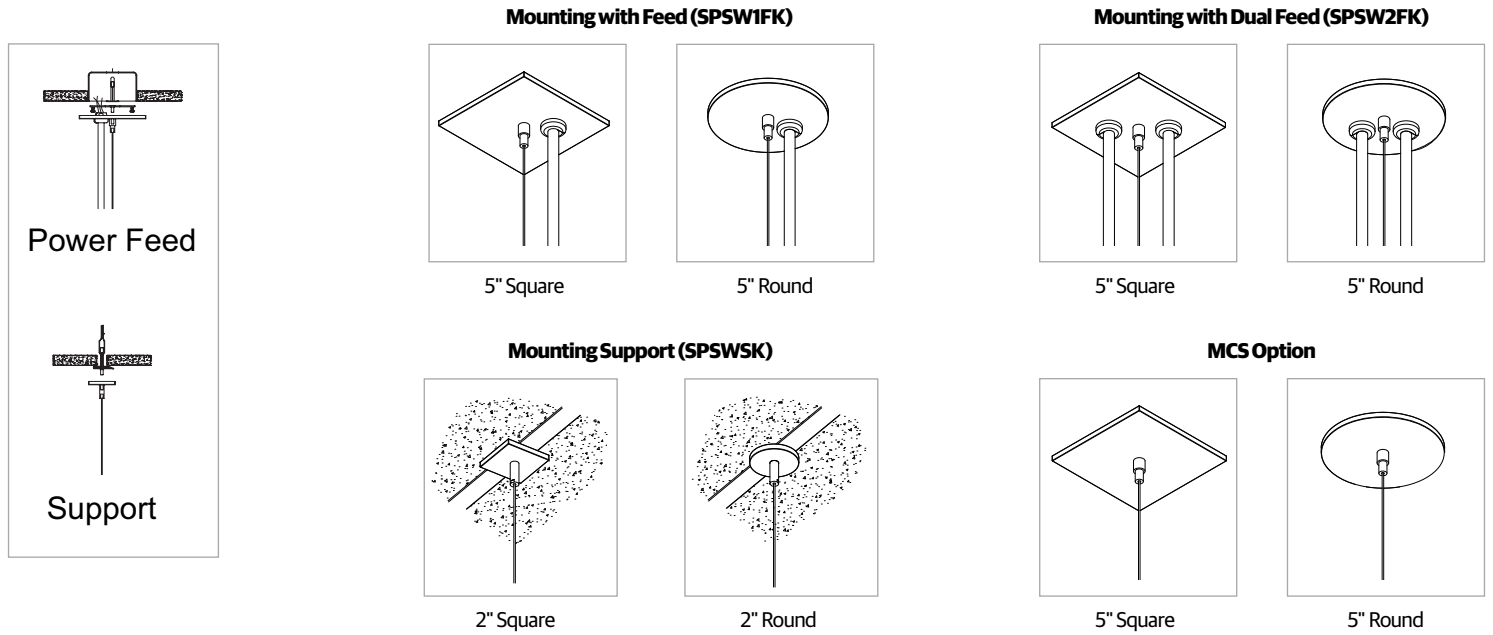
Mounting Type

- F1/*** For use with most T-Bar and screw slot grid ceilings. Designed for on-grid and off-grid applications. (J-box by others)
- F1A/*** For use with most T-Bar grid ceilings. Designed for on-grid applications. Comes complete with J-box with built-in cutout to go over grid
- F2/** For use with recessed or surface mount horizontal J-box applications. (J-box by others)

*For use with flush ceiling tiles only.
For regular ceiling tiles, purchase of new universal bracket with longer bolt is required. (*249E5A)

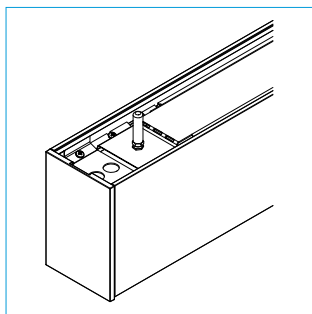
Mounting Options

- MCS** MCS canopy supplies 5" canopy to match feed point canopy size. Matching canopy at support for aesthetics.
- PIF** Feed cord installed in fixture.



nLight Air Wireless Antenna Location

Note: Antenna will be shipped separately and will need to be attached to the coax connector.



INTELLIGENT LUMINAIRE TECHNOLOGY GUIDE

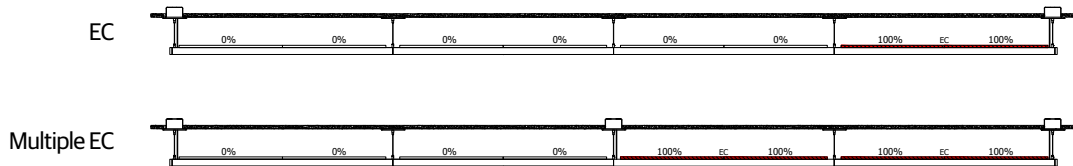
Choose nomenclature from these columns				
Driver Configurations	Minimum Dimming Level	Control Input	Dimming Range	Notes
	DARK	NLT	100 to 0.1%	

UL924 Sequence of Operation
<p>The below information applies to all nLight AIR devices with an EM option.</p> <ul style="list-style-type: none"> EM devices will remain at their high-end trim and ignore wireless lighting control commands, unless a normal-power-sensed (NPS) broadcast is received at least every 8 seconds. Using the CLAIRITY+ mobile app, EM devices must be associated with a group that includes a normal power sensing device to receive NPS broadcasts. Only non-emergency rPP20, rLSXR, rSBOR, rSDGR, and nLight AIR luminaires with version 3.4 or later firmware can provide normal power sensing for EM devices. See specification sheets for control devices and luminaires for more information on options that support normal power sensing.

nLight Wired control Accessories	
Wall Switches	Model Number
On/Off two pole & Raise/Lower CCT	nPODMA 2P DX CCT (color)
On/Off, 4 scene control, Dimming, TUWH	nPODMA 4S DX EDUTW (color)
On/Off, 4 scene control, TUWH	nPODMA 4S EDUTW (color)
Graphic Touchscreen	nPOD TOUCH (color)

SECONDARY POWER OPTION

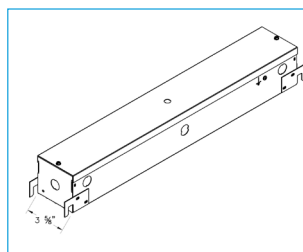
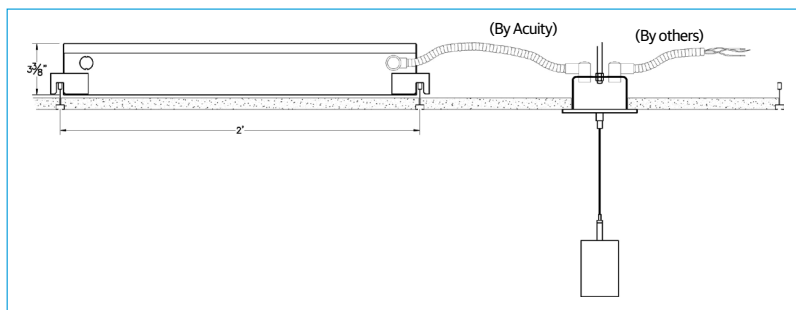
Secondary Power



Section Length	EC
U2	Entire unit
U3	Entire unit
U4	Entire unit
U5	Entire unit
U6	Entire unit
U7	Entire unit
U8	Entire unit

Remote GTD Mounting Option

Recessed in ceiling. Consult factory for other ceiling types or canopy options.
6 foot flexible conduit included, GTD option should be mounted within 6 feet of junction box above fixture.



Accessible Ceiling

SPECIFICATIONS

Housing

One-piece extruded aluminum housing

Finish

Standard colors for fixtures and end caps are polyester powder coated white, black, or silver with satin sheen. Consult factory for custom colors and RAL color options.

Optics (Distribution)

Indirect batwing (BW) and Asymmetric (AS) distributions incorporate injection molded, optical grade, UV-resistant acrylic optic.

Lenses/Shielding

Indirect: Clear acrylic, dust cover (DC), frosted, acrylic dust cover (DCF), Extruded acrylic top glow lens (TGLD).

LED Components

Multiple lumen packages available with 2700K, 3000K, 3500K, 4000K and 5000K CCT. The Acuity Brands circuit boards for the linear LED components use a precise binning algorithm which creates a consistent color temperature from board to board. The color a variation of no greater than a 2.5 Step MacAdam (2.55DECM) along the black body locus from board to board.

Electrical

Long-life LEDs, coupled with high-efficiency drivers, provide superior quantity and quality of illumination for extended service life. 90% LED lumen maintenance at 60,000 hours (L90/60,000).

Controls System Networking Options

Optional integrated nLight® controls make each fixture addressable - allowing it to digitally communicate with other nLight enabled controls such as dimmers, switches, occupancy sensors, and photocontrols. connection to nLight is simple. It can be accomplished with remote nLight AIR wireless or through standard Cat-5 cabling. (cabling "by others") nLight offers unique plug-and-play convenience as devices and luminaires automatically discover each other, while nLight AIR is commissioned easily through an intuitive mobile app.

Emergency Option

Remote generator transfer device (GTD) works in conjunction with an auxiliary generator or a central inverter system to power fixtures for safe egress lighting.

Dimming Drivers

Factory tuned constant current electronic dimming driver is standard. Flicker free dimming available down to <1%. LED drivers perform within the recommended operating areas for flicker as a function of frequency and modulation (%) IEEE Standard 1789-2015 (IEEE Recommended Practices for Modulating Current in High-Brightness LEDs for Mitigating Health Risks to Viewers), in typical operating conditions at representative dimming levels. Electrical specifications at maximum driver load: PF > 0.9 and THD <20%. Meets FCC Title 47 Class A or Class B. Other available drivers include Lutron and DALI protocol drivers. All drivers are RoHS compliant.

Environment

Suitable for damp location. Indoor use only.

Certification

CSA certified to meet U.S. and Canadian standards (UL1598 and UL8750).

Ambient Operating Temperature

-20°C (-4° F) to +25°C (+77°F).

Government Procurement

BAA - Buy America(n) Act: Product qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product also qualifies as manufactured in the United States under DOT Buy America regulations.
BABA - Build America Buy America: Product qualifies as produced in the United States under the definitions of the Build America, Buy America Act. Please refer to www.acuitybrands.com/buy-american for additional information.

Fixture Weight

1 lbs per foot, less packaging.

Warranty

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

The product images shown are for illustration purposes only and may not be an exact representation of the product.

Specifications subject to change without notice.



Catalog Number
Notes
Type

Rest Room Area Fixtures

Contractor Select™

TRUM LED Wrap

TruWrap Medium Body Curved

2" profile, linear wraparound with traditional wrap performance and modern aesthetic. Features include conduit end feed/through wire capability, captive end caps and a microprismatic polycarbonate diffuser providing uplight & widespread uniform illumination. Ideal for many applications including corridors, classrooms, break rooms, utility work areas, laundry rooms, basements and stairways.



FEATURES:

- Fully captive Microprismatic™ diffuser providing floor to ceiling illumination
- Low profile evenly illuminated diffuser offering a modern aesthetic appearance
- Conduit end feed and through-wire capable
- Adjustable lumens (3ALO) & color temperature (3CCT)
- MVOLT (120-277VAC) & 0-10V dimming to 10%



Catalog Number	UPC	Description	Nominal Lumens	Input Watts	Voltage	Color Temperature	Dimming	Pallet qty.
TRUM 48 ALO6 CMP 8SWW2 ZT MVOLT	197589468861	4' LED Wrap	4000, 5000, 6000	52W @6000LM	120-277V	3000, 4000, 5000	0-10V	80

Note: *When using 0-10v dimming with ALO options it is recommended to set the ALO to the MAX output.

Accessories: Order as separate catalog number.							
CI Code	Model	Kit Type	Voltage	Dimming	Length	Ceiling Type*	
*208XVT	STACG36 F1	Adjustable aircraft cable gripper suspension kit	NA	NA	36 inch	F1	
*208XVY	STACG36 F2					F2	
*208XW2	STACG72 F1				72 inch	F1	
*208XVW	STACG72 F2					F2	
*208XW7	STACGF36 F1	Adjustable aircraft cable gripper w/ power feed	120-277V	Non-Dimming	36 inch	F1	
*208XVY	STACGF36 F2					F2	
*208XW3	STACGF72 F1				72 inch	F1	
*208XW0	STACGF72 F2					F2	
*2594WC	STACGF36 F1			0-10V Dimming		36 inch	F1
*2594WK	STACGF36 F2						F2
*2594WP	STACGF72 F1					72 inch	F1
*2594WV	STACGF72 F2						F2

Accessories: Order as separate catalog number.	
Swivel-Stem Hanger: Complete assembly with trim. 5/8" O.D. stem. Swivels 30° from vertical in any direction.	
SQ12 M10	
SQ18 M10	
SQ24 M10	
SQ36	
SQ48 M10	
Ceiling spacer	
1B J2	Hanger spaces fixtures 1 1/2" to 2 1/2" from ceiling

*Reference mounting data for ceiling type:
 F1 – for use with most T-bar and screw slot grid ceiling applications. Designed for on-grid and off-grid installations.
 F2 – for use with recessed or surface-mount horizontal J-box applications.



Specifications

INTENDED USE:

The TruWrap LED wrap platform was designed with the renovator in mind, while compatible with new construction. It's no mystery the flexibility of the TruWrap will keep renovation simple. The platform is designed to be backwards compatible with existing legacy wraps to perfectly cover blemishes from older fixtures. Conduit end feed and through wire capability makes challenging installations a breeze. The option to adjust lumens and color temperature grants the perfect amount of light to any room. This is capped off with standard 0-10v dimming and a uniform microprismatic diffuser that offers floor to ceiling light. All this means the TruWrap shines in, hallways, laundry rooms, offices, utility work areas, and more.

CONSTRUCTION:

The LED wrap is constructed of a metal chassis with decorative captive plastic end caps. The microprismatic diffuser provides even illumination and softens the appearance of the LEDs for improved aesthetics.

OPTICS:

ALO6 8SWW2: Wraps are switchable between 4,000, 5,000, and 6,000 lumens. Wrap color temperature is switchable between 3000K, 4000K and 5000K.

80CRI

Diffuser utilizes state of the art Microprismatic technology which provides a uniformly illuminated surface with no lamp image. This also provides unmatched volumetric floor to ceiling light and a modern aesthetic.

ELECTRICAL:

Long-life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. 80% LED lumen maintenance at 60,000 hours (L80/60,000). Fixture mounts to recessed junction box, electrical connections must be made inside junction box.

LISTINGS:

CSA certified to US and Canadian standards. Listed for damp locations, at -4-194°F (-20-90°C).

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:

www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

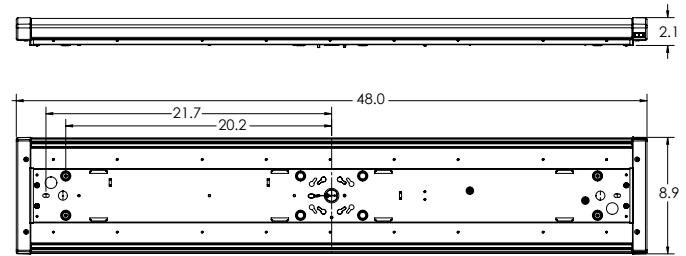
All dimensions are inches (centimeters) unless otherwise indicated.

Width 8-7/8" (22.54cm)

Length 48" (121.92cm)

Depth 2-1/8" (5.4cm)

Weight 6.6lbs (3kg)



Catalog Number
Notes
Type

FEATURES & SPECIFICATIONS

INTENDED USE — Typical applications include corridors, lobbies, conference rooms and private offices.
CONSTRUCTION — Retrofit, remodel, and new construction mounting types. See table for compatible ceiling openings and thickness range.

Optional goof rings available for additional overlap trim coverage.

1/2"-1-1/2" ceiling thickness

25° ambient temperature

IC rated up to 1000lm

OPTICS — LEDs are binned to a 3-step Mac Adam Ellipse. 55° cutoff

New construction frame accessories approved for 8 (4 in/4 out) No. 12 AWG conductors rated for 90°C through wiring.

80CRI standard (90CRI optional)

UGR — UGR is zero for fixtures aimed at nadir with a cut-off equal to or less than 60deg, per CIE 117-1996 Discomfort Glare in Interior Lighting. [UGR FAQ](#)

ELECTRICAL — Adjustable lumen output with four module options. Fixed lumen options also available. MVOLT 120/277V 50/60Hz driver (0-10V & 120V Phase Dimming to 10% or 1% min dimming level) FCC CFR Title 47 Part 15 Class A for 277V. FCC CFR Title 47 Part 15 Class B for 120V.

LUMEN MAINTENANCE — L80 at 60,000 hours

LISTINGS — Certified to US and Canadian safety standards. Damp location standard (Wet Location (WL) optional, requires covered ceiling). TAA compliant. UFC (3-530-01) specification compliant for power factor and THD. GSA P100 6.2.4 compliant for power quality at full output; compliant up to 2000lm at fully dimmed output. Drivers are ROHS compliant

Title 24 compliant (90CRI, up to 1000lm).

WARRANTY — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

LBR6



6" Open and Wallwash LED Retrofit/Remodel Downlight

Retrofit | Remodel



Open Trim



Wallwash Trim

Performance Data

LBR6 AR LSS MWD		80CRI							
Lumen Output	Wattage	30K/80CRI		35K/80CRI		40K/80CRI		50K/80CRI	
		Delivered Lumens	LPW	Delivered Lumens	LPW	Delivered Lumens	LPW	Delivered Lumens	LPW
ALO1 (500LM)	6	571	99	585	101	599	103	617	105
ALO1 (750LM)	9	905	102	926	103	948	105	977	108
ALO1 (1000LM)	13	1270	98	1300	100	1330	102	1372	104
ALO2 (1000LM)	13	1346	108	1378	110	1410	112	1454	115
ALO2 (1500LM)	19	1965	105	2011	107	2059	109	2123	111
ALO2 (2000LM)	25	2476	100	2533	101	2593	103	2674	106
ALO3 (2000LM)	25	2547	103	2606	105	2668	107	2751	109
ALO3 (2500LM)	32	3075	98	3146	100	3221	101	3321	104
ALO3 (3000LM)	38	3492	93	3573	95	3658	96	3771	99
ALO4 (4000LM)	39	4180	107	4265	109	4350	112	4393	113
ALO4 (4500LM)	44	4613	105	4707	107	4801	109	4848	110
ALO4 (5000LM)	49	5017	102	5119	104	5221	107	5273	108

LBR6 MS MWD		80CRI							
Lumen Output	Wattage	30K/80CRI		35K/80CRI		40K/80CRI		50K/80CRI	
		Delivered Lumens	LPW	Delivered Lumens	LPW	Delivered Lumens	LPW	Delivered Lumens	LPW
ALO1 (500LM)	6	480	99	584	101	597	102	616	105
ALO1 (750LM)	9	760	102	924	103	946	105	975	108
ALO1 (1000LM)	13	1067	98	1297	100	1328	102	1369	104
ALO2 (1000LM)	13	1131	108	1375	110	1408	112	1451	115
ALO2 (1500LM)	19	1651	105	2007	106	2055	108	2118	111
ALO2 (2000LM)	25	2079	99	2528	101	2588	103	2668	105
ALO3 (2000LM)	25	2139	103	2601	104	2663	106	2745	109
ALO3 (2500LM)	32	2583	98	3140	99	3214	101	3314	103
ALO3 (3000LM)	38	2933	93	3566	94	3651	96	3764	98
ALO4 (4000LM)	39	3511	90	3583	92	3654	94	3690	95
ALO4 (4500LM)	44	3875	88	3954	90	4033	92	4072	93
ALO4 (5000LM)	49	4214	86	4300	88	4386	90	4429	90

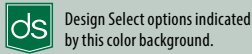
- Tested in accordance with IESNA LM-79-08. u8226
- Tested to current IES and NEMA standards under stabilized laboratory conditions.
- CRI: 80 typical

design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect. *See ordering tree for details



battery pack



Module ordering

ORDERING INFORMATION

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

Example: LBR6 ALO2 SWW1 AR LSS MWD MVOLT UGZ 90CRI

Series	Lumens ‡		Color temperature ‡		Reflector Color	Reflector Flange ‡	Reflector Finish
LBR6 6" Retrofit	Adjustable Lumen Output		Fixed CCT		AR Clear	(blank) Self-flanged	LSS Semi-specular
LBR6WW ‡ 6" Retrofit Wallwash	AL01 500/750/1000lm	Fixed Lumen Output	SWW1 3000K-3500K-4000K-5000K	27K 2700K	BR ‡ Black painted	TRW White painted flange	
	AL02 1000/1500/2000lm	05LM 500lm		30K 3000K	MS ‡ Metallic Silver	TRBL Black painted flange	
	AL03 2000/2500/3000lm	07LM 750lm		35K 3500K	WR ‡ White painted	FCPC Custom painted flange only	
	AL04 4000/4500/5000lm	10LM 1000lm		40K 4000K	TCPC ‡ Custom painted trim	FRALTBDD RAL painted flange only	
		15LM 1500lm		50K 5000K	TRALTBDD ‡ RAL painted trim		
		20LM 2000lm					
		25LM 2500lm					
		30LM 3000lm					
		40LM 4000lm					
		45LM 4500lm					
		50LM 5000lm					

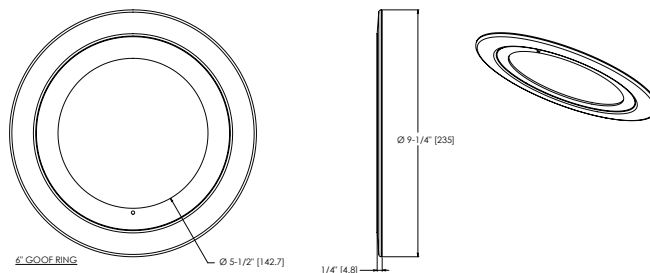
Distribution	Voltage	Driver	Emergency ‡	Control Input ‡	Options
MWD Medium wide (1.0 s/mh)	MVOLT 120	UGZ Universal dimming to 10% 0-10V; line voltage dimming (120V)	(blank) No Emergency Needed	(blank) No Control Input Needed	90CRI High CRI (90+)
WD Wide (1.2s/mh)	277	UGZ1 Universal dimming to 1% 0-10V; line voltage dimming (120V)	ELR Battery pack (10W constant power) Non-T20 Compliant remote test switch	SSAIR Wireless standalone embedded control by SensorSwitch	AT ‡ Airtight
WW ‡ Wallwash	347	DALI ‡ DALI dimming to 1% D1 Minimum dimming 1% driver for use with SSAIR	ETS Iota Emergency Transfer System	NLIGHT Embedded wired controls from nLight	EC1 ‡ Extended Conduit (18")
			E10WCP Battery pack (10W constant power) T20 Compliant integral test switch	NLIGHTER Embedded wired controls from nLight with UL924 listed emergency operation	EC6 ‡ Extended Conduit (6ft)
			E10WCPR Battery pack (10W constant power) T20 Compliant remote test switch	NLTAIR2 nLight® Air enabled	WL ‡ Wet Location (IP55)
			E10WRSTAR Emergency battery pack, 10W with remote test switch and Iota STAR technology	NLTAIREM2 nLight® AIR Dimming Pack Wireless Controls. UL924 Emergency Operation, via power interrupt detection.	QDS ‡ Quick disconnect plugs
					CP ‡ Chicago Plenum

NOTE: ‡ indicates option value has ordering restrictions. Please reference the Option Value Ordering Restrictions chart below.

‡ Option Value Ordering Restrictions	
Options	Restriction
Adjustable Lumens/CCT	Adjustable Lumen Output and Switchable CCT must be specified together (for Example: ALO1 SWW1)
Fixed Lumens/CCT	Fixed Lumen Output and Fixed CCT must be specified together (for Example: 10LM 30K)
WW	Not available with WL, EL, E10WCP.
MS, WR, BR	Not available with LSS reflector finish
WR	Not available with TRW
BR	Not available with TRBL
TRALTBDD, FRALTBDD	RALTBDD for pricing only. Replace with applicable RAL number and finish when ready to order. See the RAL BROCHURE for available color options. Not available with TCPC or FCPC.
TCPC, FCPC	CPC options for pricing only. Custom color chip needs to be sent in to your Customer Resolution specialist before order can be processed. Click HERE for more details. Not available with TRAL or FRAL.
TRW, TRBL	Available with MS and AR reflectors only.
LSS	Not available with BR or WR or MS
347V	Not available with CP, QDS, ELR, E10WCP, E10WCPR, NLIGHT, NLIGHTER, NLTAIR2, or NLTAIREM2
DALI	Not available with fixed lumens or CCT. Max 4500 lumens.
E10WCPR	Not available with EC1, EC6, AT, QDS, CP, 347V, NLIGHTER, NLTAIREM2, WL, ALO3 & ALO4 w/DALI, OR 2000-4500 lumens w/SSAIR.
E10WCP	Not available with WW, EC1, EC6, AT, QDS, CP, 347V, NLIGHTER, NLTAIREM2, WL, ALO3 & ALO4 w/DALI, OR 2000-4500 lumens w/SSAIR.
E10WSTAR	Not available with wet location, EC1, EC6, QDS, CP, 347V, NLIGHTER, NLTAIREM2, ALO3 & ALO4 w/DALI, OR 2000-4500 lumens w/SSAIR. Top access installation or 17.5" plenum clearance required for roomside installation. Not available with integral test switch
ELR	Not available EC1, EC6, QDS, CP, 347V, NLIGHTER, NLTAIREM2, ALO3 & ALO4 w/DALI, OR 2000-4500 lumens w/SSAIR.
ETS	Not available with QDS, ELR, E10WCP, E10WCPR, 347V, SSAIR, NLIGHT, NLIGHTER, NLTAIR2, NLTAIREM2, DALI, or D1 driver
SSAIR	Only available with D1 driver. Not available with CP, NLIGHT, NLIGHTER, NLTAIR2, NLTAIREM2, UGZ, or DALI drivers. Max 4500 lumens. Fixed lumens and CCT only. Not available with 2000-4500lm in conjunction with emergency battery packs.
NLIGHT	Must specify UGZ1. Not available with CP, QDS, SSAIR, ETS, UGZ, DALI, or D1 drivers. Not available with 347V.
NLIGHTER	Must specify UGZ1. Not available with CP, QDS, ELR, E10WCP, E10WCPR, DALI, or D1 drivers. Not available with 347V.
NLTAIR2	Must specify UGZ1. Not available with CP, QDS, SSAIR, ETS, UGZ, DALI, or D1 drivers. See UL 924 Sequence of Operation table. Non-emergency luminaires with this option can be used as a normal power sensing device for nLight AIR devices and luminaires with EM emergency options. Not available with 347V.
NLTAIREM2	Must specify UGZ1. Not available with CP, QDS, SSAIR, ETS, ELR, E10WCP, E10WCPR, DALI, D1, OR D10 drivers. See UL 924 Sequence of Operation table.
WL	Not available with WW, All CP is wet location, except WW (Damp). IP55 rated. Not available with E10WCP
QDS	Must be specified for use with LBR_PFWQDS. Not Available with CP, emergency options, or 347V.
EC1, EC6	Not Available with CP, QDS, ELR, E10WCP, or E10WCPR.
AT	Standard for CP and IP55, not available with WW. Not available with E10WCP
CP	Not available with, QDS, EC1, EC6, ELR, E10WCPR, 347V, SSAIR, NLTAIR2, NLTAIREM2, D1 drivers. For new construction applications, must be specified with LBR_PFWCP.

LBR6

Accessories: Order as separate catalog number. Shipped separately.	
LBRGR78 **	Goof ring 7-3/4" to 8-3/4" for LBR6 (** specify BR,WR)
LBRCPGR78 **	Chicago Plenum Goof ring 7-3/4" to 8-3/4" for LBR6 (** specify BR, WR)
LBR06 AR LSS TRIM	6" clear, semi-specular reflector
LBR06 ** TRIM	6" reflector (** specify MS, WR, BR)
LBRW6 AR LSS TRIM	6" clear, semi-specular wallwash
LBRW6 ** TRIM	6" wallwash (** specify MS, WR, BR)
LBR46810HB FPAN U	Mounting plate 4"-10" unit pack
LBR46810HB FPAN J10	Mounting plate 4"-10" 10-pack
LBR SDT 347V 75W ASM	Field installed 347V Step-down transformer
SCA6	Sloped Ceiling Adapter. Degree of slope must be specified (5D, 10D, 15D, 20D, 25D, 30D). Ex: SCA6 10D.



Module	Mounting Frame Accessory	Compatible Fixture Options
LBR6	LBR6PF	QDS, EC1, EC6,
	LBR6PFW	Base fixture only
	LBR6PFW EM	ELR, E10WCPR, E10WCP, E10WRSTAR
	LBR6PFWQDS	QDS fixture only
LBR6WW	LBR6PF	QDS, EC1, EC6,
	LBR6PFW	Base fixture only
	LBR6PFW EM	ELR, E10WCPR, E10WRSTAR
	LBR6PFWQDS	QDS fixture only

Emergency Battery Pack Options - Field Installable

Battery Model Number	Wattage	Runtime (Minutes)	Lumen Output* @ 120 Lumens/Watt	Other
ILB CP07.2H A	7W	120	840	Storm Shelter / 2 Hour Runtime
ILB CP10 A	10W	90	1200	
ILBLP CP10 HE SD A+	10W	90	1200	Title 20, Self Diagnostic
ILBLP CP15 HE SD A+	15W	90	1800	Title 20, Self Diagnostic
ILB CP20 HE A	20W	90	2400	Title 20
ILB CP20 HE SD A	20W	90	2400	Title 20, Self Diagnostic
ILBHI CP10 HE SD A+	10W	90	1200	347-480V AC Input, Title 20, Self Diagnostic
ILBHI CP15 HE SD A+	15W	90	1800	347-480V AC Input, Title 20, Self Diagnostic

All the above are UL Listed products that are certified for field install external/remote to the fixture.
 *Minimum delivered lumen output to assist in product selection for increased fixture mounting height.
 The CP10 delivered emergency illumination outperforms legacy 1400 lumen fluorescent emergency ballast.
 Please contact us at techsupport@iotaengineering.com for any Emergency Battery related questions.

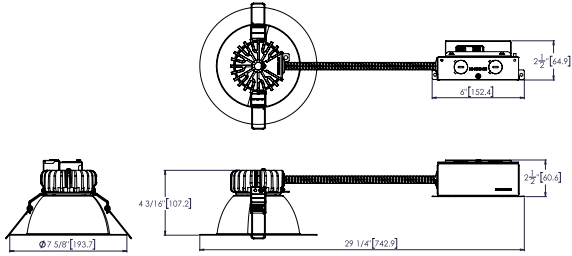
LBR6

PLENUM DEPTH TABLE				
Aperture Size/Output	Plenum Depth*	IC	Non-IC	Non-IC Marked Spacing
LBR6 500-1000 Lumen	3.69	X		
LBR6 1000-2000 Lumen	3.69		X	
LBR6 2000-3000 Lumen	-			24x24x9
LBR6 4000-5000 Lumen	-			24x24x9

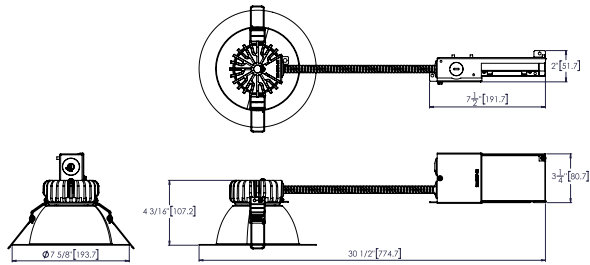
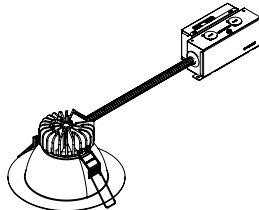
*Above unfinished 1/2" ceiling plane

* All dimensions are inches (millimeters) unless otherwise noted.

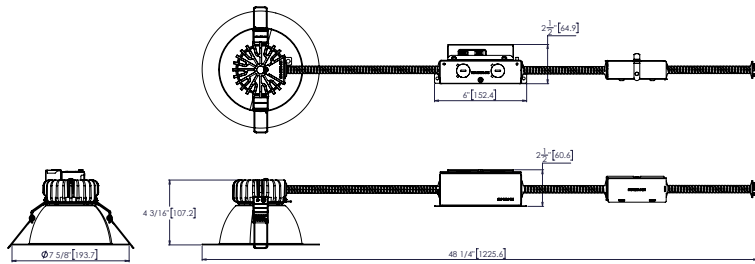
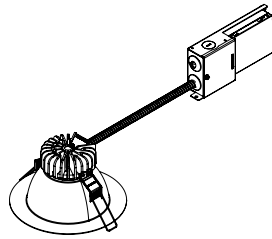
CEILING COVERAGE TABLE								
Series		Aperture	Trim Flange OD	Min ceiling opening	Ceiling Thickness	Max ceiling opening	Max Ceiling Opening with Goof Ring	Overall Goof Ring OD
LBR6	ROUND	5-5/16"	7-5/8"	5-3/4"	1/2"	7-1/8"	7-1/8"	9-1/4"
LBR6					1-1/2"	7-3/8"	7-1/2"	



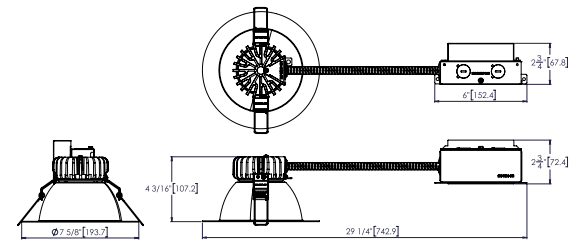
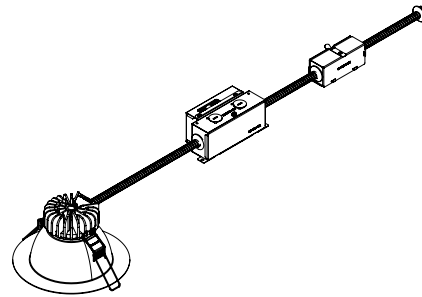
LBR6 SWW1 AL0x xx xxx MVOLT UGZ



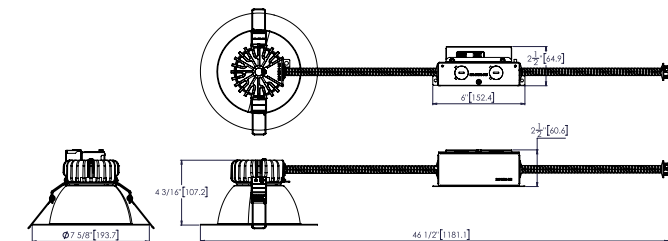
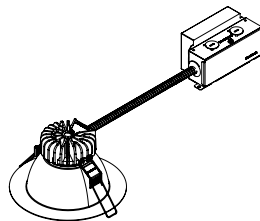
LBR6 SWW1 AL03 xx xxx MVOLT DALI



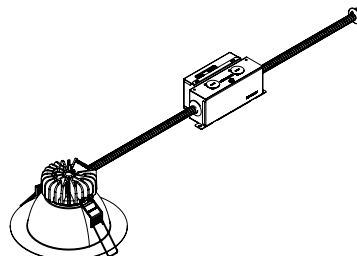
LBR6 SWW1 AL0x xx xxx MVOLT UGZ QDS



LBR6 SWW1 AL0x xx xxx MVOLT DALI



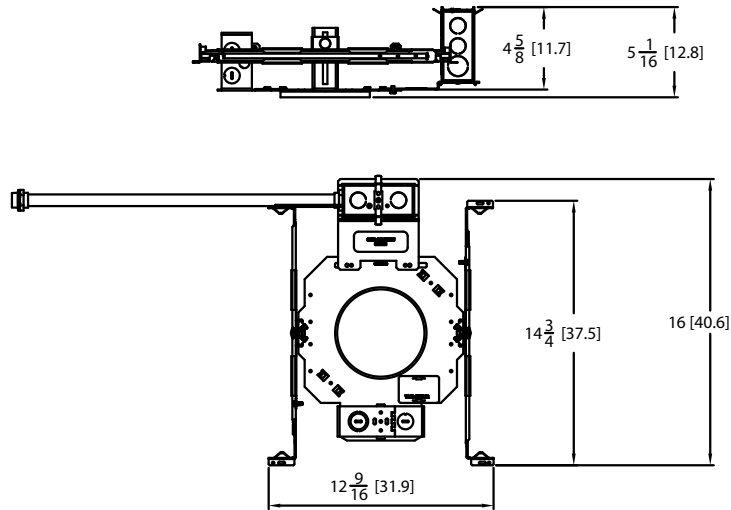
LBR6 SWW1 AL0x xx xxx MVOLT UGZ EC1



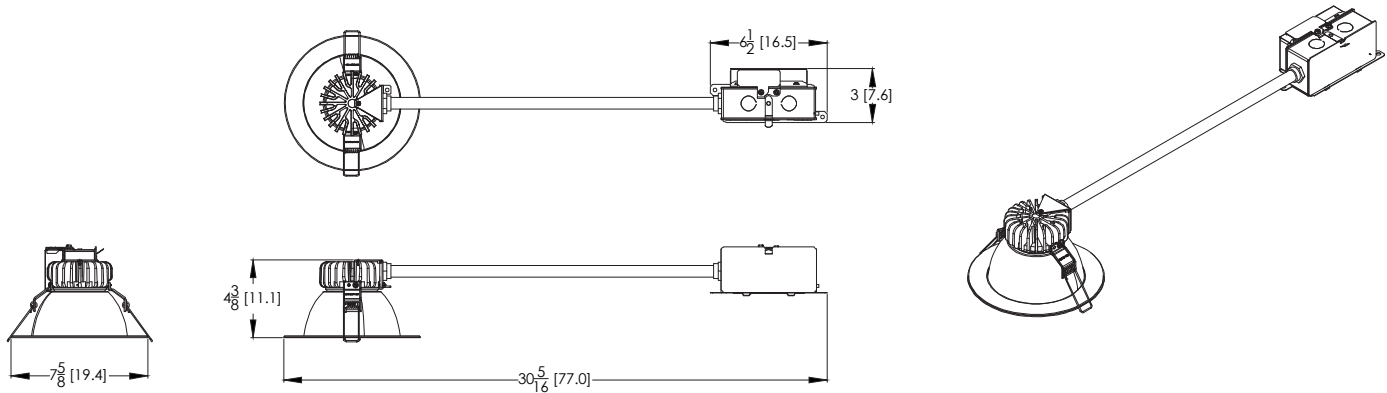
LBR6

* All dimensions are inches (millimeters) unless otherwise noted.

LBR6PFWCP



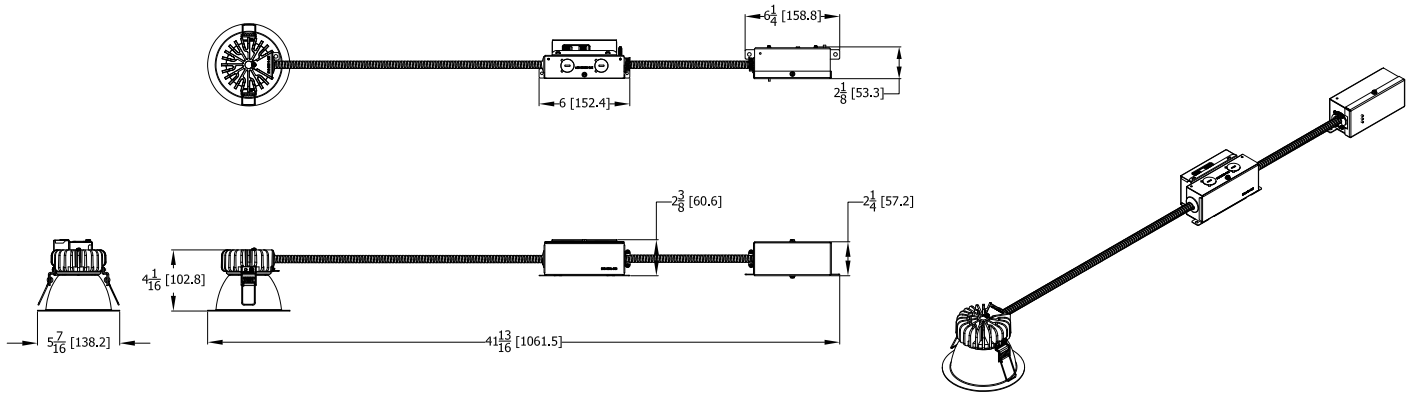
LBR6 SWW1 ALOx MVOLT UGZ CP



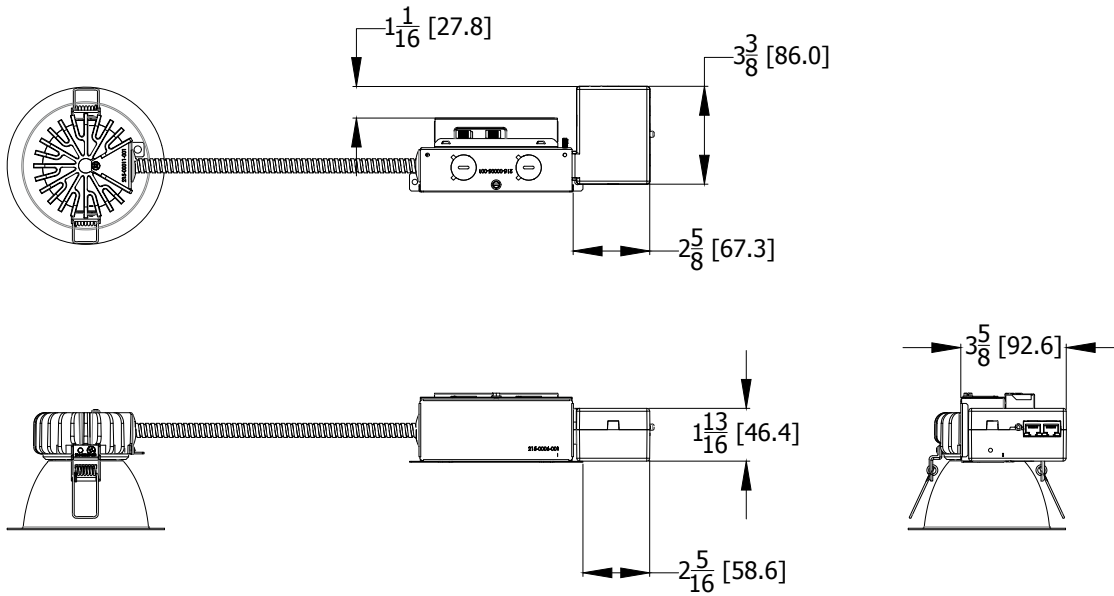
LBR6

* All dimensions are inches (millimeters) unless otherwise noted.

LBR6 ALOx SWW1 xx xxx 347 UGZ



LBRx nLIGHT

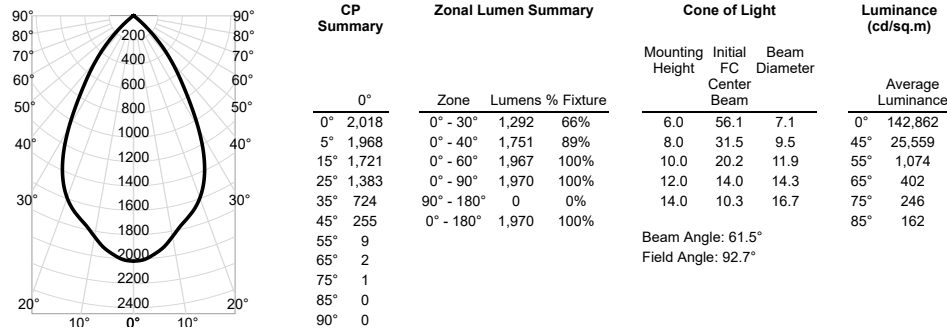


LBR6

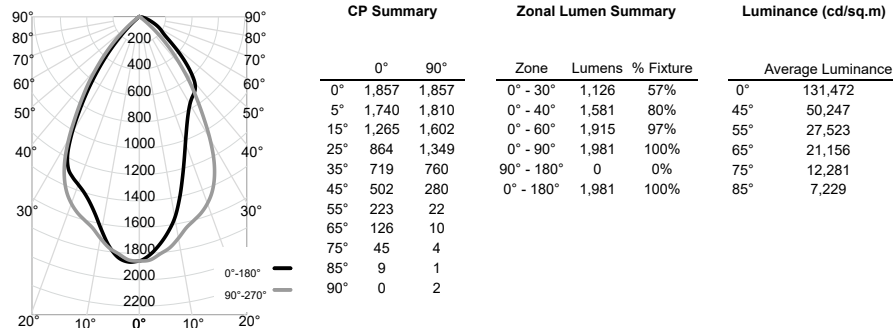
PHOTOMETRY

Distribution Curve Distribution Data Output Data Illuminance Data at 30" Above Floor for a Single Luminaire

LBR6 SWW1 AL02 AR LSS MWD MVOLT UGZ, Input Watts: 18.1, Delivered Lumens: 1970, LPW: 108.8, S/MH: 0.94, Test No: 20-518-03



LBR6WW SWW1 AL02 AR LSS WW, Input Watts: 18.7, Delivered Lumens: 1981, LPW: 105.9, S/MH: 0.67, Test No: 20-518-A1



LUMEN OUTPUT MULTIPLIERS - CCT			
3000K	3500K	4000K	5000K
0.98	1.0	1.01	1.03

LUMEN OUTPUT MULTIPLIERS - FINISH	
Clear Semi-spec (AR LSS)	1.0
Metallic Silver (MS)	0.84
White Painted (WR)	1.03
Black Painted (BR)	0.60

LUMEN OUTPUT MULTIPLIERS - CRI	
80	1.0
90	0.874

HOW TO ESTIMATE DELIVERED LUMENS IN EMERGENCY MODE

Use the formula below to estimate the delivered lumens in emergency mode

Delivered Lumens = 1.25 x P x LPW

P = Output power of emergency driver. P = 10W

LPW = Lumen per watt rating of the luminaire. This information is available on the ABL luminaire spec sheet.

The LPW rating is also available at Designlight Consortium.

LED Lighting Replacement Summary

Reviewer	Samson Electric Inc	Alaska Electrical Contractor
1	4.85	2.40
2	5.00	2.89
3	5.00	4.04
4	5.00	4.39
5	5.00	3.74
AVG	4.97	3.492

ATTACHMENT A

LED Lighting Replacement

FORM OF CONTRACT

THIS CONTRACT is effective as of the ____ day of _____, 2026 ("Effective Date"), by and between the City of Unalaska ("City") and _____, ("Contractor").

WITNESSETH THAT:

WHEREAS the City issued Request for Proposals for LED Lighting Replacement ("RFP") on March 19, 2026; and

WHEREAS Contractor submitted a proposal and this contract is being awarded to Contractor on the basis of the RFP and responsive proposal; and

WHEREAS the City desires to engage Contractor to perform the LED Lighting Replacement; and

WHEREAS Contractor represents that it has the experience and ability to perform such services; and

WHEREAS the parties hereto desire to enter into an agreement setting forth the terms under which the Contractor will, as requested, perform such services;

NOW THEREFORE the parties hereto do mutually agree as follows:

1. THE WORK

Contractor shall complete all work as specified or indicated in the Contract Documents, which are enumerated in Section 12 of this Contract. In general, the Work will include but not be limited to; the removal existing lighting and replacement with energy efficient LED lights..

2. CONTRACT TIME

The Contractor shall have a completion date of June 30, 2026

3. CONTRACT PRICE AND PAYMENT

A. City shall pay to Contractor \$133,000.00 pursuant to this Contract.

B. Contractor shall submit monthly invoices as services are performed and costs are incurred. City may, at its option, withhold ten percent (10%) from each monthly payment pending satisfactory completion of the work by Contractor. Provided that Contractor submits a proper invoice, in such form accompanied by such evidence in support thereof as may be reasonably required by the City, invoices are otherwise due and payable within thirty (30) days of receipt by City.

4. REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICES

If any defined action, duty, or service, or part thereof, assigned or required by the Contract is not performed by the Contractor, the value of such action, duty, or service (or part thereof) will be determined by the City and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service or part thereof has been completed and is determined to be unsatisfactory by the City, the Contractor will be notified and given the opportunity to correct any deficiencies within a certain time as designated by the City. Payment for unsatisfactory work will be withheld by the City from any invoice or monthly billing period until such time as the work is determined to be acceptable.

5. INSURANCE

Contractor shall obtain and maintain for the duration of the term of this Contract, including any extension, the insurance requirements set forth in the Request for Proposal, Insurance Requirements

6. INDEMNIFICATION

Contractor covenants and agrees to defend, indemnify and hold harmless the City, its officers, employees, agents, subcontractors, insurers, successors and assigns from and against each and every demand, claim, cause of action, liability, damage, loss, cost and expense (including, but not limited to, reasonable attorney's fees and expenses) arising from or relating to (a) any breach of Contractor's representations or warranties under this Contract; (b) any breach of Contractor's obligations under this Contract; (c) any act or omission of Contractor, its officers, contractors, subcontractors, licensees, agents, servants, employees, invitees or visitors in connection with this Contract or concerning the work; PROVIDED, however, that Contractor shall not be under any obligation to defend, indemnify or hold the City harmless against claims to the extent arising out of City's gross negligence or intentional misconduct. Contractor's obligations under this paragraph shall survive termination of this Contract.

7. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warrant, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct the price of such consideration from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

8. NOTICES

All notices required or permitted to be given under this Contract shall be in writing and (i) delivered personally to the designated officer of the party to whom directed; or (ii) sent by registered or certified United States mail, postage prepaid, return receipt requested. All such notices shall be addressed to the party to whom directed as follows:

City: Brian Thacker, Director of Public Works
City of Unalaska
P.O. Box 610
Unalaska, Alaska 99685

**Contractor: Samson Electric Inc.
129 W Potter Drive
Anchorage, AK 99518**

Either party may change the address for receipt of written notice by notice to the other party in writing.

9. GOVERNING LAW AND FORUM

This Contract shall be construed and interpreted in accordance with, and governed and enforced in all respects by, the laws of the State of Alaska. In the event of a dispute under or as to the terms of this Contract, the parties agree that jurisdiction and venue shall lie exclusively in the state courts of the Third Judicial District, Alaska.

10. ASSIGNMENT

This Contract may not be assigned without the prior written consent of the City, which consent may be withheld at the City's reasonable discretion.

11. WAIVER

The failure of either party to insist on the strict performance by the other party of any provision of this Contract or to exercise any right, power or remedy upon a breach hereof shall not constitute waiver of any provision of this Contract or limit either party's rights thereafter to enforce any provision or exercise any right, unless such waiver is evidenced in writing and executed. Any waiver shall extend only to the particular performance or breach so waived and shall not limit either party's rights with respect to any future performance or breach.

12. CONTRACT DOCUMENTS, INTERGRATION AND MODIFICAITON

A. The Contract Documents which together with this Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter herein and supersedes any prior oral or written representations or agreements concerning the same. The Contract Documents consist of the following:

- i. This Contract;
- ii. Request for Proposal (including Attachments);
- iii. Addendum(s) No's 1;
- iv. Contractor's Proposal;
- v. Performance Bond;
- vi. Payment Bond;
- vii. General Conditions;
- viii. Insurance Requirements; and
- ix. Change Orders, if any.

B. Both Parties warrant that they are not relying on any representations other than those

contained in this Contract. No modification of the Contract shall be binding unless such modification is in writing and executed by both parties subsequent to the date hereof. The paragraph headings in this Contract are for convenience and reference only, and do not modify the provisions of this Contract.

IN WITNESS WHEREOF, the City and Contractor have signed all counterparts of this Contract. All portions of the Contract Documents have been signed or identified by the City and Contractor.

CONTRACTOR

By: _____

Its: _____

Date: _____

CITY OF UNALASKA, ALASKA

By: _____
Abner Hoage, Interim City Manager

Date: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

as Principal, hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the **City of Unalaska**, Alaska, PO Box 610, Unalaska AK, 99685, as Obligee, in the sum of ____Dollars, (\$____) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has a written agreement dated _____ day of _____ 2026, entered into a Contract with Owner for the City of Unalaska **LED Lighting Replacement**, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as the Work progresses (even though there should be a default or a succession of defaults under the contract or contracts completion arranged under this paragraph)sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the

Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of six (6) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

SIGNED AND SEALED, this _____ day of _____, 2026.

(Witness)

(Principal) Seal

(Title)

(Witness)

(Surety) Seal

(Title)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor, and _____ as Surety, are held and firmly bound unto City of Unalaska hereinafter called "OWNER", in the sum of _____ dollars, for the payment of which sum, well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said CONTRACTOR has been awarded and is about to enter into City of Unalaska **LED Lighting Replacement** with said OWNER to perform the WORK as specified or indicated in the Contract Documents.

NOW THEREFORE, if said CONTRACTOR, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 2026.

(Witness)

(Principal) Seal

(Title)

(Witness)

(Surety) Seal

(Title)

ATTACHMENT B

PCR LED Light Project

INSURANCE REQUIREMENTS

Contractor shall procure and maintain, at its own expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with contracted services provided by Contractor, its employees, agents or representatives.

A. Minimum Scope and Limit of Insurance: coverage shall be at least as broad as:

1. **Commercial General Liability** shall have limits not less than \$1,000,000 per occurrence and \$2,000,000 Aggregate, including coverage for Bodily Injury and Property Damage, Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, and Personal Injury Liability.

2. **Commercial Automobile Liability** on all owned, hired, non-hired and rented vehicles of not less than \$1,000,000 combined single limit per accident/occurrence for bodily injury and property damage.

3. **Workers' Compensation** insurance in accordance with the statutory coverages required by the State of Alaska, and Employers Liability insurance with limits not less than the following:

Bodily Injury by accident: \$1,000,000 per accident
Bodily Injury by disease \$1,000,000 policy limit
Bodily injury by disease \$1,000,000 each employee

and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act.

The State of Alaska has no reciprocal agreements with any other state for Workers' Compensation insurance coverage. An Alaska Workers' Compensation insurance policy is required to work in Alaska.

4. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Unalaska, its officials, employees, volunteers or agents (collectively, "the City"), shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5. Other lines of Insurance may be required depending upon final scope of work.

All insurance policies as described above are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, Contractor agrees to maintain "claims made" coverage for a minimum of three years after project completion.

B. Additional Insurance Provisions

1. Acceptability of Insurers and Cancellation Notification: Contractor shall place coverage with insurance companies rated A-:VII by A.M. Best Company, or companies specifically approved by the City. These policies providing coverage shall contain provisions and endorsements stating that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice to the City of Unalaska.

2. Additional insureds: The City shall be covered as additional insured as respects liability arising out of contracted services performed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City and this additional insured status must be endorsed upon the Commercial General Liability policy and Commercial Auto Liability Policy and any other policy where so allowed. This provision applies regardless of whether or not the City has received an additional insured endorsement from the insurer.

3. Primary Coverage: For any claims related to contracted services performed by the Contractor, Contractor's insurance coverage shall be primary coverage as respects the City. Any issuance of self-insurance maintained by the City shall be excess of Contractor's insurance and shall not contribute with it.

4. Waiver of Subrogation: There shall be no right of subrogation against the City for losses arising out of contracted services provided by Contractor by any insurer of Contractor or Subcontractors and this waiver of subrogation shall be endorsed upon the Commercial General Liability, Commercial Auto, and Workers' Compensation policies, and any other policies where so allowed. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, or Contractor may be required to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense.

6. Verification of Coverage: Before service begins Contractor shall furnish the City with Certificates of Insurance on standard Accord forms evidencing required insurance coverage, including all required amendatory endorsements. Failure to obtain the required certificates and endorsements prior to beginning service shall not waive Contractor's obligation to provide them and shall not affect the coverage provided to the City. Acceptance of Certificates of Insurance with deficient or erroneous coverage does not absolve Contractor from carrying and maintaining the required coverage.

Certificates of Insurance shall be prepared and emailed to:

Certificate Holder: City of Unalaska, Dept. of Public Utilities
P.O. Box 610, Unalaska
Unalaska, AK 99685

Email to: bthacker@unalaska.gov and risk@unalaska.gov

The City reserves the right to request complete, certified copies of full insurance policies, including endorsements.

7. Sub-Contractors Coverage: If the Contractor employs Sub-Contractors to perform any work hereunder, the Contractor agrees to require such Sub-Contractors to obtain, carry, maintain, and keep in

force during the time in which they are engaged in performing any work or service hereunder, policies of insurance which comply with all requirements. This requirement is applicable to Sub-Contractors of any tier. It is further agreed, that upon request by the City, the Contractor will provide copies of any and all Sub-Contractor certificates of insurance and endorsements for review of compliance.

8. Maintenance of Coverage: Failure by the Contractor to maintain the required insurance coverage or to comply with the above, may, at the option of the City, be deemed defective work and remedied in accordance with the service contract.

9. Notification of Change in Requirements: The City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, after 30 days prior written notification to Contractor.

ATTACHMENT C
LED Lighting Replacement
GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

ARTICLE 2 -AUTHORITIES AND LIMITATIONS

- 2.1 Authorities and Limitations
- 2.2 Evaluations by Contracting Officer
- 2.3 Means and Methods
- 2.4 Visits to Site

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

- 3.1 Incomplete Contract Documents
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- 4.1 Availability of Lands
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- 5.3 Replacement of Bond and Surety
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- 6.1 Supervision of Work
- 6.2 Superintendence by CONTRACTOR
- 6.3 Character of Workers
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- 6.6 Anticipated Schedules
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- 6.9 Substitutes of "Or-Equal" Items
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- 6.12 Dividing the Work
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- 7.1 Laws to be Observed
- 7.2 Permits, Licenses, and Taxes
- 7.3 Patented Devices, Materials and Processes
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- 7.13 Preferential Employment
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- 8.1 Related Work at Site
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- 13.2 Preliminary Payments
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- 15.1 Notification
- 15.2 Presenting Claim
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- 15.4 Contracting Officer's Decision
- 15.5 Notice of Appeal
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Wherever used in the Contract Documents the following terms, or pronouns in place of them, are used, the intent

and meaning, unless a different intent or meaning is clearly indicated, shall be interpreted as set forth below.

The titles and headings of the Sections, Subsections and Articles herein are intended for convenience of reference and shall not be considered as having bearing on their interpretation.

Whenever used in the Specifications or other Contract Documents the following terms have the meaning indicated which are applicable to both the singular and plural thereof. Working titles which have a masculine gender, are intended to refer to persons of either sex.

Terms not defined below shall have their ordinary accepted meanings within the context in which they are used. "Webster's Third New International Dictionary of the English Language, Unabridged, Copyright 1961", or subsequent revision thereof; shall provide ordinarily accepted meanings. Words which have a well-known technical or trade meaning when used to describe work, materials or equipment shall be interpreted in accordance with such meaning. Words defined in Article 1 are capitalized throughout these General Conditions.

Addenda - All clarifications, corrections, or changes issued graphically or in writing by the CITY after the advertisement but prior to the opening of bids.

Advertisement - The public announcement, as required by law, inviting Bids for work to be performed or materials to be furnished.

Application for Payment - The form provided by the CITY which is used by the CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Approved or Approval - Means written approval by Contracting Officer or his authorized representative as defined in Article 2.1.

Award - The acceptance, by the City, of the successful Bid.

Bid - The offer of a bidder, on the prescribed form to perform the work at the prices quoted. Bid Bond - A type of bid Guarantee.

Bid Guaranty - The security furnished with a bid to guarantee that the bidder will enter into a contract if his proposal is accepted by the Department.

Bidder - Any individual, firm, corporation or any acceptable combination thereof, or joint venture submitting a bid for the advertised Work.

Calendar Day - Every day shown on the calendar, beginning and ending at midnight.

Change Order - A written order by the CITY directing changes to the contract, within its general scope. City - The City of Unalaska, Alaska. References to "owner" or "Contracting Agency" mean the city. Conditions of the Contract - Those portions of the Contract Documents which define the rights and responsibilities of the contracting parties and of others involved in the Work. The Conditions of the Contract include General Conditions, Supplementary Conditions and other Conditions.

Contract - The written agreement between the CITY and the CONTRACTOR setting forth the obligations of the parties and covering the Work to be performed, all as required by the Contract Documents. Contract Documents - The Contract Form, Addenda, the Bidding Requirements and CONTRACTOR's Bid (including all appropriate bid tender forms), the Bonds, the Conditions of the Contract and all other Contract Requirements, the Specifications, and the Drawings furnished by the CITY to the CONTRACTOR, together with all change orders and documents approved by the Contracting Officer for inclusion, modifications and supplements issued on or after the Effective Date of the Contract.

Contracting Officer - The person authorized to enter into and administer the contract on behalf of the CITY. He has authority to make findings, determinations and decisions with respect to the contract and, when necessary, to modify or terminate the contract. The Contracting Officer is identified on the Construction Contract.

Contractor - The individual, firm, corporation or any acceptable combination thereof, contracting with the CITY for performance of the Work.

Contract Price - The total moneys payable by the CITY to the CONTRACTOR under the terms of the Contract Documents.

Contract Time - The number of Calendar Days or the date specified in the Construction Contract and authorized time extensions which identify how much time the CONTRACTOR is allowed to achieve Final Completion.

Consultant - A person, firm, agency or corporation retained by the CITY to prepare Contract Documents, perform

construction administration services, or other Project related services.

Defective - An adjective which refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the CITY's approval of final payment.

Directive - A written communication to the CONTRACTOR from the Contracting Officer interpreting or enforcing a contract requirement or ordering commencement of an item of work.

Drawings - The drawings which show the character and scope of the Work to be performed and which have been furnished by the CITY or the CITY's Consultant and are by reference made a part of the Contract Documents.

Effective Date of the Contract - The date on which the Contract is fully executed by both CONTRACTOR and the CITY.

Final Completion - The Work (or specified part thereof) has progressed to the point that all Work is complete as determined by the Contracting Officer.

General Requirements - Sections of Division 1 of the Specifications which contain administrative and procedural requirements as well as requirements for temporary facilities which apply to Specification Divisions 2 through 16.

Holidays - The City of Unalaska recognizes the following holidays:

- New Years Day - January 1
- President's Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Veteran's Day - November 11
- Thanksgiving Day - Fourth Thursday in November
- Christmas Day - December 25

If any holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal holidays. If the holiday should fall on a Sunday, Sunday and the following Monday are both legal holidays.

Install - Means to build into the Work, ready to be used in complete and operable condition and in compliance with Contract Documents.

Invitation for Bids or Invitation to Bid - A portion of the Bidding Documents soliciting bids for the Work to be performed.

Notice of Intent to Award - The written notice by the CITY to all Bidders identifying the apparent successful Bidder and establishing the CITY's intent to execute the Contract when all conditions required for execution of the Contract are met.

Notice to Proceed - A written notice to the CONTRACTOR to begin the Work and establishing the date on which the Contract Time begins.

Payment Bond - The security furnished by the CONTRACTOR and his surety to guarantee payment of the debts covered by the bond.

Performance Bond - The security furnished by the CONTRACTOR and his surety to guarantee performance and completion of the work in accordance with the contract.

Project - The total construction, of which the Work performed under the Contract Documents is the whole or a part, where such total construction may be performed by more than one prime contractor.

Project Manager - The authorized representative of the Contracting Officer who is responsible for administration of the Contract.

Proposal - The offer of a bidder, on the prescribed form to perform the work at the prices quoted.

Proposal Guaranty - The security furnished with a proposal to guarantee that the bidder will enter into a contract if his proposal is accepted by the Department.

Regulatory Requirement - Laws, rules, regulations, ordinances, codes and/or orders of the United States, State of Alaska or City of Unalaska to the extent applicable to the Work.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the CONTRACTOR to illustrate material, equipment, fabrication, or erection for some portion of the Work.

Specification - Those portions of the Contract Documents consisting of written technical descriptions of materials,

equipment, construction systems, standards and workmanship as applied to the Work and certain administrative and procedural details applicable thereto.

Subcontractor - An individual, firm, or corporation to whom the CONTRACTOR sublets part of the contract.

Substantial Completion - Although not fully completed, the Work (or a specified part thereof) has progressed to the point where, in the opinion of the CITY as evidenced by the CITY's written notice, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "Substantially Complete" and "Substantially Completed" as applied to any Work refer to Substantial Completion thereof.

Supplemental Agreement - A written agreement between the CONTRACTOR and the CITY covering work that is not within the general scope of the contract.

Surety - The corporation, partnership, or individual, other than the CONTRACTOR, executing a bond furnished by the CONTRACTOR.

Unit Price Work - Work to be paid for on the basis of unit prices.

Using Agency - The entity who will occupy or use the completed Work.

Work - Work is the act of, and the result of, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents. Such Work, however incremental, will culminate in the entire completed Project, or the various separately identifiable parts thereof.

ARTICLE 2 - AUTHORITIES AND LIMITATIONS

2.1 Authorities and Limitations:

2.1.1 The Contracting Officer alone, shall have the power to bind the CITY and to exercise the rights, responsibilities, authorities and functions vested in the Contracting Officer by the Contract Documents, except that the Contracting Officer shall have the right to designate in writing authorized representatives to act for him. Wherever any provision of the Contract Documents specifies an individual or organization, whether Governmental or private, to perform any act on behalf of or in the interests

of the CITY that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this Contract but only to the extent so specified. The Contracting Officer may, at any time during the performance of this Contract, vest in any such authorized representatives additional power and authority to act for the Contracting Officer or designate additional representatives, specifying the extent of their authority to act for the Contracting Officer; a copy of each document vesting additional authority in or removing that authority from an authorized representative or designating an additional authorized representative shall be furnished to the CONTRACTOR. The City Council reserves the right to appoint a new Contracting Officer without affecting any of the CONTRACTOR's obligations to the CITY under this Contract.

2.1.2 The CONTRACTOR shall perform the Work in accordance with any written order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authorized representative's authority to act for the Contracting Officer. The CONTRACTOR assumes all the risk and consequences of performing the Work in accordance with any order (including but not limited to instruction, direction, interpretation or determination) of anyone not authorized to issue such order, and of any order not in writing.

2.1.3 Should the Contracting Officer or his authorized representative designate Consultant(s) to act for the CITY as provided for in Paragraph 2.1.1, the performance or nonperformance of the Consultant under such authority to act, shall not give rise to any contractual obligation or duty of the Consultant to the CONTRACTOR, any Subcontractor, any Supplier, or any other organization performing any of the Work or any Surety representing them.

2.1.4 The term "Contracting Officer" when used in the text of these General Conditions or other Contract Documents following this section shall also mean any duly authorized representative of the Contracting Officer when authorized in accordance with Paragraph 2.1.1.

- 2.2 Evaluations by Contracting Officer:
- 2.2.1 The Contracting Officer will decide all questions which may arise as to;
- a. Quality and acceptability of materials furnished;
 - b. Quality and acceptability of Work performed;
 - c. Compliance with the Schedule of Progress;
 - d. Interpretation of Contract Documents;
 - e. Acceptable fulfillment of the Contract on the part of the CONTRACTOR.

2.2.2 In order to avoid cumbersome terms and confusing repetition of expressions in the Contract Documents whenever the terms "as ordered", "as directed", "as required", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used it shall be understood as if the expression were followed by the words "the Contracting Officer". When such terms are used to describe a requirement, direction, review or judgment of the Contracting Officer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to the CITY any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provision of paragraphs 2.3 or 2.4.

2.2.3 Means & Methods:

The means, methods, techniques, sequences or procedures of construction, or safety precautions and the program incident thereto, and the failure to perform or furnish the Work in accordance with the Contract Documents are the sole responsibility of the CONTRACTOR.

2.2.4 Visits to Site:
The Contracting Officer will make visits to the site and approved remote storage sites at

intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Such observations or the lack of such observations shall in no way relieve the CONTRACTOR from his duty to perform the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Incomplete Contract Documents:

The submission of a Bid by the Bidder is considered a representation that the Bidder examined the Contract Documents to make certain that all sheets and pages were provided and that the Bidder is satisfied as to the conditions to be encountered in performing the Work. The CITY expressly denies any responsibility or liability for a Bid submitted on the basis of an incomplete set of Contract Documents.

3.2 Copies of Contract Documents:

The CITY shall furnish to the CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

3.3 Scope of Work:

The Contract Documents comprise the entire Contract between the CITY and the CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Regulatory Requirements.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create in the public or any member thereof a third party benefit, or to authorize anyone not a party to this Contract to maintain a suit pursuant to the terms or provisions of the Contract.

3.4 Intent of Contract Documents:

3.4.1 It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any Work, materials or

equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied, without any adjustment in Contract Price or Contract Time, whether or not specifically called for.

3.4.2 Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Regulatory Requirements, whether such reference be specific or by implication, shall mean the edition stated in the Contract Documents or if not stated the latest standard specification, manual, code or Regulatory Requirements in effect at the time of Advertisement for the Project (or, in the Effective Date of the Contract if there was no Advertisement). However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the CITY and the CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the CITY or any of the CITY's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

3.5 Discrepancy in Contract Documents:

3.5.1 Before undertaking the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures, and dimensions shown thereon and all applicable field measurements. Work in the area by the CONTRACTOR shall imply verification of figures, dimensions and field measurements. If, during the above study or during the performance of the Work, the CONTRACTOR finds a conflict, error, discrepancy or omission in the Contract Document, or a discrepancy between the Contract Documents and any standard specification, manual, code, or Regulatory Requirement which affects the Work, The CONTRACTOR shall promptly report such discrepancy in writing to the Contracting Officer. The CONTRACTOR shall obtain a written interpretation or clarification from the Contracting Officer before proceeding with any

Work affected thereby. Any adjustment made by the CONTRACTOR without this determination shall be at his own risk and expense. However, the CONTRACTOR shall not be liable to the CITY for failure to report any conflict, error or discrepancy in the Contract Documents unless the CONTRACTOR had actual knowledge thereof or should reasonably have knowledge thereof.

3.5.2 Discrepancy - Order of Precedence:

When conflicts, errors, or discrepancies within the Contract Documents exist, the order of precedence from most governing to least governing will be as follows:

Supplementary Conditions

General Conditions

General Requirements

Technical Specifications

Drawings (recorded dimensions will govern over scaled dimensions, large details over small scale, schedules over plans, architectural drawings over structural drawings over mechanical and electrical drawings)

3.6 Clarifications and Interpretations:

The Contracting Officer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as the Contracting Officer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

3.7 Reuse of Documents:

Neither the CONTRACTOR nor any Subcontractor, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the CITY shall have or acquire any title to or ownership rights in any of the Contract Documents (or copies thereof) prepared by or for the CITY and they shall not reuse any of the Contract Documents on extensions of the Project or any other project without written consent of the Contracting Officer.

Contract Documents prepared by the CONTRACTOR in connection with the Work shall become the property of the CITY.

ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS

4.1 Availability of Lands:

The CITY shall furnish as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for use of the CONTRACTOR in connection with the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Visit to Site:

The submission of a Bid by the CONTRACTOR is considered a representation that the CONTRACTOR has visited and carefully examined the site and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract Documents.

4.3 Explorations and Reports:

The Supplementary Conditions identify those reports of explorations and tests of subsurface conditions at the site that have been utilized by the CITY in preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the factual data contained in such reports, but not upon interpretations or opinions drawn from such factual data contained therein or for the completeness or sufficiency thereof. Except as indicated in the immediately preceding sentence and in paragraphs 4.4 and 9.9, CONTRACTOR shall have full responsibility with respect to surface and sub- surface conditions at the site.

4.4 Utilities:

4.4.1 The horizontal and vertical locations of known underground utilities as shown or indicated by the Contract Documents are approximate and are based on information and data furnished to the CITY by the owners of such underground utilities.

4.4.2 The CONTRACTOR shall have full responsibility for:

- a. Reviewing and checking all information and data concerning utilities.
- b. Locating all underground utilities shown or indicated in the Contract Documents which are affected by the Work.

- c. Coordination of the Work with the owners of all utilities during construction.
- d. Safety and protection of all utilities as provided in paragraph 6.17.
- e. Repair of any damage to utilities resulting from the Work in accordance with 4.4.4 and 4.5.

4.4.3 If Work is to be performed by any utility owner, the CONTRACTOR shall cooperate with such owners to facilitate the Work.

4.4.4 In the event of interruption to any utility service as a result of accidental breakage or as a result of being exposed or unsupported, the CONTRACTOR shall promptly notify the utility owner and the Contracting Officer. If service is interrupted repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

4.5 Damaged Utilities:

When utilities are damaged by the CONTRACTOR, the utility owner shall have the choice of repairing the utility or having the CONTRACTOR repair the utility. In the following circumstances, the CONTRACTOR shall reimburse the utility owner for repair costs or provide at no cost to the utility owner or the CITY, all materials, equipment and labor necessary to complete repair of the damage:

- a. When the utility is shown or indicated in the Contract Documents.
- b. When the utility has been located by the utility owner.
- c. When no locate was requested by the CONTRACTOR for utilities shown or indicated in the Contract Documents.
- d. All visible utilities. When the CONTRACTOR could have, otherwise, reasonably been expected to be aware of such utility.

4.6 Utilities Not Shown or indicated.

If, while directly performing the Work, an underground utility is uncovered or revealed at the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.19) identify the owner of such underground facility and give written notice thereof to that owner and to the Contracting Officer. The Contracting Officer will promptly review the underground utility to determine the extent to which the Contract Documents and the Work should be modified to reflect the impacts of the discovered utility. The Contract Documents will be amended or supplemented to the extent necessary through the issuance of a change document by the Contracting Officer. During such time, the CONTRACTOR shall be responsible for the safety and protection of such underground utility as provided in paragraph 6.17. The CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are directly attributable to the existence of any underground utility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of.

4.7 Survey Control:

The CITY will identify sufficient horizontal and vertical control data to enable the CONTRACTOR to survey and layout the Work. All survey work shall be performed under the direct supervision of a registered Land Surveyor when required by paragraph 7.8.

ARTICLE 5 - BONDS, INSURANCE, AND INDEMNIFICATION

5.1 Delivery of Bonds:

When the CONTRACTOR delivers the executed Contract to the Contracting Officer, the CONTRACTOR shall also deliver to the Contracting Officer such bonds as the CONTRACTOR may be required to furnish in accordance with paragraph 5.2.

5.2 Bonds:

The CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount as shown on the Contract as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These bonds shall remain in effect for one year after the date of Final Completion and until all obligations under this

Contract, except special guarantees as per 12.7, have been met. All bonds shall be furnished on forms provided by the CITY (or copies thereof) and shall be executed by such Sureties as are authorized to do business in the State of Alaska. The contracting Officer may at his option copy the Surety with notice of any potential default or liability.

5.3 Replacement of Bond and Surety:

If the Surety on any bond furnished in connection with this Contract is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.2, or otherwise becomes unacceptable to the CITY, or if any such Surety fails to furnish reports as to his financial condition as requested by the CITY, the CONTRACTOR shall within five days thereafter substitute another bond and Surety, both of which must be acceptable to CITY.

5.4 Insurance Requirements:

5.4.1. The CONTRACTOR shall comply with the Insurance Requirements set forth as Attachment B to the ITB.

5.4.2. Failure by the Contractor to maintain the required insurance coverage or to comply with the above, may, at the option of the City of Unalaska, be deemed Defective Work and remedied in accordance with the contract.

5.5 Indemnification:

5.5.1 The CONTRACTOR and his Subcontractors will name the owner as "Additional Insured" and will provide a "Waiver of Subrogation" on all required policies of insurance.

5.5.2 The CONTRACTOR shall indemnify, save harmless, and defend the CITY and its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from the CONTRACTOR's performance of this contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the negligence of the City or its agents.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision of Work:

The CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. All Work under this Contract shall be performed in a skillful and workmanlike manner. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

6.2 Superintendence by CONTRACTOR:

The CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent. The Contracting Officer shall be advised in writing of the superintendent's name, local address, and telephone number. This written advice is to be kept current until Final Acceptance by the CITY. The superintendent will be the CONTRACTOR's representative at the site and shall have full authority to act and sign documents on behalf of the CONTRACTOR.

All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall cooperate with the Contracting Officer in every way possible.

6.3 Character of Workers:

The CONTRACTOR shall provide a sufficient number of competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. The Contracting Officer may, in writing, require the CONTRACTOR to remove from the Work any employee the Contracting Officer deems incompetent, careless, or otherwise detrimental to the progress of the Work, but the Contracting Officer shall have no duty to exercise this right.

6.4 CONTRACTOR to Furnish:

Unless otherwise specified in the General Requirements, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 Materials and Equipment:

All materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents. If required by the Contracting Officer, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the CITY or any of the CITY's Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

6.6 Anticipated Schedules:

6.6.1 Within reasonable time prior to the preconstruction conference the CONTRACTOR shall submit to the Contracting Officer for review an anticipated progress schedule indicating the starting and completion dates of the various stages of the Work.

6.6.2 Within fifteen days after the date of the Notice to Proceed, the CONTRACTOR shall submit to the Contracting Officer for review:

Anticipated schedule of Shop Drawing submissions; and Anticipated Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the CONTRACTOR at the time of submission.

6.7 Finalizing Schedules:

Prior to processing the first Application for Payment the Contracting Officer and the CONTRACTOR will finalize schedules required by paragraph 6.6.

Acceptance by the CITY of the progress schedule, will neither impose on the CITY nor relieve the CONTRACTOR from full responsibility for the progress or scheduling of the Work. If accepted, the finalized schedule of Shop Drawing and other required submissions will be

acceptable to the CITY as providing a workable arrangement for processing the submissions. If accepted the finalized Schedule of Values will be acceptable to the CITY as an approximation of anticipated value of Work accomplished over the anticipated Contract Time. Receipt and acceptance of a schedule submitted by the CONTRACTOR shall not be construed to assign responsibility for performance or contingencies to the CITY or relieve the CONTRACTOR of his responsibility to adjust his forces, equipment, and work schedules as may be necessary to insure completion of the Work within prescribed Contract Time. Should the progress of the Work be discontinued for any reason, the CONTRACTOR shall notify the Contracting Officer at least 24 hours in advance of resuming operations.

6.8 Adjusting Schedules:

Upon substantial changes to the schedule or upon request, the CONTRACTOR shall submit to the Contracting Officer for acceptance (to the extent indicated in paragraph 6.7 and the General Requirements) adjustments in the schedules to reflect the actual present and anticipated progress of the Work.

6.9 Substitutes or "Or-Equal" Items:

6.9.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by the Contracting Officer only if sufficient information is submitted by the CONTRACTOR which clearly demonstrates to the Contracting Officer that the material or equipment proposed is equivalent or equal in all aspects to that named. The procedure for review by the Contracting Officer will include the following as supplemented in the General Requirements.

6.9.2 Requests for review of substitute items of material and equipment will not be accepted by the Contracting Officer from anyone other than the CONTRACTOR.

6.9.3 If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the Contracting Officer for acceptance thereof, certifying that the proposed substitute will

perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not delay the CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CITY for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.

6.9.4 All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Contracting Officer in evaluating the proposed substitute. The Contracting Officer may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed substitute. The Contracting Officer may reject any substitution request which the Contracting Officer determines is not in the best interest of the CITY.

6.10 Substitute Means and Methods:

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Contracting Officer, if the CONTRACTOR submits sufficient information to allow the Contracting Officer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Contracting Officer will be similar to that provided in paragraph 6.9 as applied by the Contracting Officer and as may be supplemented in the General Requirements.

6.11 Evaluation of Substitution:

The Contracting Officer will be allowed a reasonable time within which to evaluate each proposed substitute. The Contracting Officer will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Contracting Officer's prior written acceptance which will be evidenced by either a Change Order or a Shop Drawing approved in accordance with Sections 6.20 and 6.21. The Contracting Officer may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

6.12 Dividing the Work:

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.13 Subcontractors:

The CONTRACTOR may utilize the services of licensed specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by licensed specialty Subcontractors, in accordance with the following conditions:

6.13.1 The CONTRACTOR shall not award any Work to any Subcontractor without prior written approval of the Contracting Officer. This approval will not be given until the CONTRACTOR submits to the Contracting Officer a written statement concerning the proposed award to the Subcontractor which shall contain required E.E.O. documents, evidence of insurance, and a copy of the proposed subcontract executed by the subcontractor. No acceptance by the Contracting Officer of any such Subcontractor shall constitute a waiver of any right of the CITY to reject Defective Work.

6.13.2 The CONTRACTOR shall be fully responsible to the CITY for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.

6.13.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate

written agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY and contains waiver provisions as required by paragraph 13.17 and termination provisions as required by Article 14.

6.13.4 Nothing in the Contract Documents shall create any contractual relationship between the CITY and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Regulatory Requirements. The CITY will not undertake to settle any differences between or among the CONTRACTOR, Subcontractors, or Suppliers.

6.13.5 The CONTRACTOR and Subcontractors shall coordinate their work and facilitate general progress of Work. Each trade shall afford other trades every reasonable opportunity for installation of their work and storage of materials. If cooperative work of one trade must be altered due to lack of proper supervision, or failure to make proper provisions in time by another trade, such conditions shall be remedied by the CONTRACTOR with no change in Contract Price or Contract Time.

6.13.6 The CONTRACTOR shall include on his own payrolls any person or persons working on the contract who are not covered by written subcontract, and shall ensure that all Subcontractors include on their payrolls all persons performing work under the direction of the Subcontractor.

6.14 Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project limits and approved remote storage sites and lands and areas identified in and permitted by Regulatory Requirements, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. The CONTRACTOR shall assume full responsibility for any damage to any such land

or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the CITY by any such owner or occupant because of the performance of the Work, the CONTRACTOR shall hold the CITY and its agencies harmless.

6.15 Structural Loading:

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.16 Record Documents:

The CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Field Memos, Work Orders, Change Orders, Supplemental Agreements, and written interpretations and clarifications (issued pursuant to paragraph 3.6) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to the Contracting Officer for reference and copying. Upon completion of the Work, the annotated record documents, samples and Shop Drawings will be delivered to the Contracting Officer. Record documents shall accurately record variations in the Work which vary from requirements shown or indicated in the Contract Documents.

6.17 Safety and Protection:

The CONTRACTOR alone shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 6.17.1 All employees on the Work and other persons and organizations who may be affected thereby;
- 6.17.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 6.17.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

6.17.4 The CONTRACTOR shall comply with all applicable Regulatory Requirements enacted for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR with no change in Contract Price or Contract Time except as stated in 4.6, except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God or the public enemy. The CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until Final Acceptance (except as otherwise expressly provided in connection with Substantial Completion).

6.18 Safety Representative:

The CONTRACTOR shall designate a responsible safety representative at the site. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the Contracting Officer.

6.19 Emergencies:

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CITY, is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall give the Contracting Officer prompt written notice if the CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents is required because of the action taken in response to an emergency, a change will be authorized by one of the

methods indicated in Paragraph 9.2, as determined appropriate by the Contracting Officer.

6.20 Shop Drawings and Samples:

- 6.20.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the Contracting Officer for review and approval in accordance with the accepted schedule of Shop Drawing submissions the required number of all Shop Drawings, which will bear a stamp or specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Contracting Officer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Contracting Officer to review the information as required.
- 6.20.2 The CONTRACTOR shall also submit to the Contracting Officer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 6.20.3 Before submission of each Shop Drawing or sample the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 6.20.4 At the time of each submission the CONTRACTOR shall give the Contracting Officer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall

cause a specific notation to be made on each Shop Drawing submitted to the Contracting Officer for review and approval of each such variation. All variations of the proposed shop drawing from that specified will be identified in the submission and available maintenance, repair and replacement service will be indicated. The submittal will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such variation, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the CITY in evaluating the proposed variation. If the variation may result in a change of Contract Time or Price, or contract responsibility, and is not minor in nature; the CONTRACTOR must submit a written request for Change Order with the variation to notify the CITY of his intent. The CITY may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed variation. The Contracting Officer may reject any variation request which the Contracting Officer determines is not in the best interest of the CITY.

6.21 Shop Drawing and Sample Review:

- 6.21.1 The Contracting Officer will review with reasonable promptness Shop Drawings and samples, but the Contracting Officer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate acceptance of the assembly in which the item functions. The CONTRACTOR shall make corrections required by the Contracting Officer and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. The CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by the Contracting Officer on previous submittals.

6.21.2 The Contracting Officer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless the CONTRACTOR has in writing advised the Contracting Officer of each such variation at the time of submission as required by paragraph 6.20.4. The Contracting Officer if he so determines, may give written approval of each such variation by Change Order, except that, if the variation is minor and no Change Order has been requested a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review comments shall suffice as a modification. No approval by the Contracting Officer will relieve the

6.21.3 CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.20.3.

6.21.4 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to the Contracting Officer's review of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR.

6.22 Maintenance During Construction:

The CONTRACTOR shall maintain the Work during construction and until Substantial Completion, at which time the responsibility for maintenance shall be established in accordance with paragraph 13.10.

6.23 Continuing the Work:

The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the CITY. No work shall be delayed or postponed pending resolution of any disputes, disagreements, or claims except as the CONTRACTOR and the Contracting Officer may otherwise agree in writing.

6.24 Consent to Assignment:

The CONTRACTOR shall obtain the prior written consent of the Contracting Officer to any proposed assignment of any interest in, or part of this Contract. The consent to any assignment or transfer shall not operate to relieve the CONTRACTOR or his Sureties of any of his or its obligations under this Contract or the Performance Bonds. Nothing herein contained shall be construed to hinder, prevent, or

affect an assignment of monies due, or to become due hereunder, made for the benefit of the CONTRACTOR's creditors pursuant to law.

6.25 Use of Explosives:

6.25.1 When the use of explosives is necessary for the prosecution of the Work, the CONTRACTOR shall exercise the utmost care not to endanger life or property, including new Work and shall follow all Regulatory Requirements applicable to the use of explosives. The CONTRACTOR shall be responsible for all damage resulting from the use of explosives.

6.25.2 All explosives shall be stored in a secure manner in compliance with all Regulatory Requirements, and all such storage places shall be clearly marked. Where no Regulatory Requirements apply, safe storage shall be provided not closer than 1,000 feet from any building, camping area, or place of human occupancy.

6.25.3 The CONTRACTOR shall notify each public utility owner having structures in proximity to the site of his intention to use explosives. Such notice shall be given sufficiently in advance to enable utility owners to take such steps as they may deem necessary to protect their property from injury. However, the CONTRACTOR shall be responsible for all damage resulting from the use of the explosives, whether or not, utility owners act to protect their property.

6.26 CONTRACTOR's Records:

6.26.1 Records of CONTRACTOR and Subcontractors relating to personnel, payrolls, invoices of materials, and any and all other data relevant to the performance of the Contract, must be kept on a generally recognized accounting system. Such records must be available during normal work hours to the Contracting Officer for purposes of investigation to ascertain compliance with Regulatory Requirements and provision of the Contract Documents.

6.26.2 Payroll records must contain the name and address of each employee, his correct classification, rate of pay, daily and weekly number of hours of work, deductions made, and actual wages paid. The CONTRACTOR and Subcontractors shall make employment

records available for inspection by the Contracting Officer and representatives of the State of Alaska Department of Labor and Workforce Development and will permit such representatives to interview employees during working hours on the Project.

- 6.26.3 Records of all communications between the CITY and the CONTRACTOR and other parties, where such communications affected performance of this Contract, must be kept by the CONTRACTOR and maintained for a period of three years from Final Acceptance. The CITY or its assigned representative may perform an audit of these records during normal work hours after written notice to the CONTRACTOR.

ARTICLE 7 - LAWS AND REGULATIONS

7.1 Laws to be Observed:

The CONTRACTOR shall keep fully informed of all Regulatory Requirements and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The CONTRACTOR shall at all times observe and comply with all such Regulatory Requirements, orders and decrees; and shall protect and indemnify the CITY and its representatives against claim or liability arising from or based on the violation of any such Regulatory Requirement, order, or decree whether by the CONTRACTOR, Subcontractor, or any employee of either. Except where otherwise expressly required by applicable Regulatory Requirements, the CITY shall not be responsible for monitoring CONTRACTOR's compliance with any Regulatory Requirements.

7.2 Permits, Licenses, and Taxes:

- 7.2.1 The CONTRACTOR shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. As a condition of performance of this Contract, the CONTRACTOR shall pay all Federal, State and local taxes incurred by the CONTRACTOR, in the performance of the Contract. Proof of payment of these taxes is a condition precedent to final payment by the CITY under this Contract.
- 7.2.2 The CONTRACTOR's certification that taxes have been paid (as contained in the Release of Contract) may be verified with the Department of Revenue and Department of Labor and

Workforce Development and Unalaska City Clerk, prior to final payment.

- 7.2.3 If any Federal, State or local tax is imposed, charged, or repealed after the date of Bid opening and is made applicable to and paid by the CONTRACTOR on the articles or supplies herein contracted for, then the Contract shall be increased or decreased accordingly by a Change Order.

- 7.2.4 The Contractor shall require all Subcontractors to obtain a City of Unalaska Business License.

7.3 Patented Devices, Materials and Processes:

If the CONTRACTOR employs any design, device, material, or process covered by letters of patent, trademark or copyright, the CONTRACTOR shall provide for such use by suitable legal agreement with the patentee or owner. The CONTRACTOR and the Surety shall indemnify and save harmless the CITY and its agents, any affected third party, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the CITY for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the Work.

7.4 Compliance of Specifications and Drawings:

If the CONTRACTOR observes that the Specifications and Drawings supplied by the CITY are at variance with any Regulatory Requirements, CONTRACTOR shall give the Contracting Officer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 9.2. as determined appropriate by the Contracting Officer. If the CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Regulatory Requirements, and without such notice to the Contracting Officer, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings supplied by the CITY are in accordance with such Regulatory Requirements.

7.5 Accident Prevention:

The CONTRACTOR shall comply with AS 18.60.075 and all pertinent provisions of the Construction Code Occupational Safety and Health Standards issued by the Alaska Department of Labor.

7.6 Sanitary Provisions:

The CONTRACTOR shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees and CITY representatives as may be necessary to comply with the Regulatory requirements.

7.7 Business Registration:

The Contractor shall comply with AS 08.18.011 which states, as follows: "it is unlawful for a person to submit a bid or work as a contractor until he has been issued a certificate of registration by the Department of Commerce. A partnership or joint venture shall be considered registered if one of the general partners or ventures whose name appears in the name under which the partnership or venture does business is registered." The Contractor shall obtain a City of Unalaska Business License prior to commencement of the Work to the extent required by the City of Unalaska Code of Ordinances section 9.30.101.

7.8 Professional Registration and Certification:

All craft trades, architects, engineers and land surveyors, electrical administrators, explosive handlers, and welders employed under the Contract shall specifically comply with applicable provisions of AS 08.18, 08.48, 08.40, 08.52, and 08.99. Provide copies of individual licenses within seven days following a request from the Contracting Officer.

7.9 Local Building Codes:

The CONTRACTOR shall comply with AS 35.10.025 which requires construction in accordance with applicable local building codes including the obtaining of required permits. City of Unalaska permits required for the work are identified in the Supplemental Conditions.

7.10 Air Quality Control:

The CONTRACTOR shall comply with all applicable provision of AS 46.03.04 as pertains to Air Pollution Control.

7.11 Archaeological or Paleontological Discoveries:

When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, or paleontological remains, such as shell heaps, land or sea mammal bones or tusks, the CONTRACTOR shall cease operations immediately and notify the Contracting Officer. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the

Contracting Officer order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra work, such shall be covered by an appropriate Contract change document.

7.12 Not used.

7.13 Preferential Employment:

To the fullest extent allowed by law, the CONTRACTOR shall comply with AS 36.10, as amended, which provides for preferential employment of Alaska residents.

7.14 Wages and Hours of Labor:

- 7.14.1 One certified copy of all payrolls shall be submitted weekly to the State Department of Labor to assure compliance with AS 36.05.040, Filing Schedule of Employees Wages Paid and Other Information. The CONTRACTOR shall be responsible for the submission of certified copies of payrolls of all Subcontractors. The certification shall affirm that the payrolls are current and complete, that the wage rates contained therein are not less than the applicable rates referenced in these Contract Documents, and that the classification set forth for each laborer or mechanic conforms with the work he performed. The CONTRACTOR and his Subcontractors shall attend all hearings and conferences and produce such books, papers, and documents all as requested by the Department of Labor. Should Federal funds be involved, the Contracting Agency shall also receive a copy of the CONTRACTOR's certified payrolls.

The following Labor provisions shall also apply to this Contract:

- a. The CONTRACTOR and his Subcontractors shall pay all employees unconditionally and not less than once a week;
- b. Wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors;
- c. The scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the

work;

- d. The CITY shall withhold so much of the accrued payments as is necessary to pay laborers, mechanics, or field surveyors employed by the CONTRACTOR or Subcontractors the difference between
 1. the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work, and
 2. the rates of wages in fact received by laborers, mechanics or field surveyors.

7.15 Overtime Work Hours and Compensation:

Pursuant to 40 U.S.C. 327-330 and AS 23.10.060, the CONTRACTOR shall not require nor permit any laborer or mechanic in any workweek in which he is employed on any work under this Contract to work in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all such hours worked in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek whichever is the greater number of overtime hours. In the event of any violation of this provision, the CONTRACTOR shall be liable to any affected employee for any amounts due and penalties and to the CITY for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of this provision in the sum of \$10.00 for each Calendar Day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by this paragraph.

7.16 Covenant Against Contingent Fees:

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion, to deduct price of consideration from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7.17 Officials Not to Benefit:

No member of or delegate to the U.S. Congress, the State Legislature, Unalaska City Council or other State or City Officials shall be admitted to any share or part of this Contract, nor to any benefit that may arise there from. However, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefits.

7.18 Personal Liability of Public Officials:

In carrying out any of the provisions thereof, or in exercising any power or authority granted to the Contracting Officer by the Contract, there will be no liability upon the City nor upon its agents or authorized as its representatives, either personally or as officials of the City of Unalaska, it being always understood that in such matters they act as agents and representatives of the CITY.

ARTICLE 8 - OTHER WORK

8.1 Related Work at Site:

- 8.1.1 The CITY reserves the right at any time to contract for and perform other or additional work on or near the Work covered by the Contract.
- 8.1.2 When separate contracts are let within the limits of the Project, the CONTRACTOR shall conduct his Work so as not to interfere with or hinder the work being performed by other contractors. The CONTRACTOR shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of others.
- 8.1.3 If the fact that other such work to be performed is identified or shown in the Contract Documents, the CONTRACTOR shall assume all liability, financial or otherwise, in connection with this Contract and indemnify and save harmless the City of Unalaska and its agents from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the CONTRACTOR because of the presence and operations of other contractors.
- 8.1.4 If the fact that such other work to be performed was not identified or shown in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work. If the

CONTRACTOR believes that such performance will require an increase in Contract Price or Contract Time, the CONTRACTOR shall notify the Contracting Officer of such required increase within fifteen (15) calendar days following receipt of the Contracting Officer's notice. Should the Contracting Officer find such increase(s) to be justified, a Change Order will be executed.

8.2 Access, Cutting, and Patching:

The CONTRACTOR shall afford each utility owner and any other contractor who is a party to such a direct contract with the CITY (or the CITY, if the CITY is performing the additional work with the CITY's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate the Work with the work of others. The CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, the CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter such other work with the written consent of the Contracting Officer. The duties and responsibilities of the CONTRACTOR under this paragraph are for the benefit of other contractors to the extent that there are comparable provisions for the benefit of the CONTRACTOR in said direct contracts between the CITY and other contractors.

8.3 Defective Work by Others:

If any part of the CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor, utility owner, or the CITY, the CONTRACTOR shall inspect and promptly report to the Contracting Officer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to so report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non apparent defects and deficiencies in the other work.

8.4 Coordination:

If the CITY contracts with others for the performance of other work at the site, Contracting Officer will have authority and responsibility for coordination of the activities among the various prime contractors.

9.1 CITY's Right to Change:

Without invalidating the Contract and without notice to any Surety, the CITY may, at any time or from time to time, order additions, deletions or revisions in the Work within the general scope of the Contract, including but not limited to changes:

- 9.1.1 In the Contract Documents;
- 9.1.2 In the method or manner of performance of the Work;
- 9.1.3 In City-furnished facilities, equipment, materials, services, or site;
- 9.1.4 Directing acceleration in the performance of the Work.

9.2 Authorization of Changes within the General Scope:

Additions, deletions, or revisions in the Work within the general scope of the Contract as specified in 9.1 shall be authorized by one or more of the following ways:

- 9.2.1 Directive (pursuant to paragraph 9.3)
- 9.2.2 A Change Order (pursuant to paragraph 9.5)
- 9.2.3 CITY's acceptance of Shop Drawing variations from the Contract Documents as specifically identified by the CONTRACTOR as required by paragraph 6.20.4.

9.3 Directives:

- 9.3.1 The Contracting Officer shall provide written clarification or interpretation of the contract documents (pursuant to paragraph 3.6).
- 9.3.2 The Contracting Officer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents.
- 9.3.3 The Contracting Officer may order the Contractor to correct Defective Work or methods which are not in conformance with the Contract Documents.
- 9.3.4 The Contracting Officer may direct the commencement or suspension of Work or emergency related work (as provided in

ARTICLE 9 - CHANGES

paragraph 6.19).

9.3.5 Upon the issuance of a Directive to the CONTRACTOR by the Contracting Officer, the CONTRACTOR shall immediately proceed with the performance of the work as prescribed by such Directive.

9.3.6 If the CONTRACTOR believes that the changes noted in a Directive may cause an increase in the Contract Price or an extension of Contract Time, the CONTRACTOR shall immediately provide written notice to the Contracting Officer depicting such increases before proceeding with the Directive, except in the case of an emergency. If the Contracting Officer finds the increase in Contract Price or the extension of Contract Time justified, a Change Order will be issued. If however, the Contracting Officer does not find that a Change Order is justified, the Contracting Officer may direct the CONTRACTOR to proceed with the work. The CONTRACTOR shall cooperate with the Contracting Officer in keeping complete daily records of the cost of such work. If a Change Order is ultimately determined to be justified, in the absence of agreed prices and unit prices, payment for such work will be made on a cost of the work basis as provided in 10.4.

9.4 Change Order:

A change in Contract Time, Contract Price, or responsibility may be made for changes within the scope of the Work only by Change Order. Upon receipt of an executed Change Order, the CONTRACTOR shall promptly proceed with the work involved which will be performed under the applicable conditions of the Contract Documents except as otherwise specifically provided. Changes in Contract Price and Contract Time shall be made in accordance with Article 10 and 11.

9.5 Shop Drawing Variations:

Variations by shop drawings shall only be eligible for consideration under 9.4 when the conditions affecting the price, time, or responsibility are identified by the CONTRACTOR in writing and a request for a Change Order is submitted as per 6.20.4.

9.6 Changes Outside the General Scope; Supplemental Agreement:

Any change which is outside the general scope of the Contract, as determined by the Contracting Officer, must be authorized by the appropriate representatives of the CITY and the CONTRACTOR.

9.7 Unauthorized Work:

The CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in this Article 9, except in the case of an emergency as provided in paragraph 6.19 and except in the case of uncovering Work as provided in paragraph 12.4.2.

9.8 Notification of Surety:

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents including, but not limited to, Contract Price or Contract Time is required by the provisions of any Bond to be given to a Surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

9.9 Differing Site Conditions:

9.9.1 The CONTRACTOR shall promptly, and before such conditions are disturbed (except in an emergency as permitted by paragraph 6.19), notify the Contracting Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, and which could not have been discovered by a careful examination of the site, or (2) unknown physical conditions at the site, or an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Contracting Officer shall promptly investigate the conditions, and if the Contracting Officer finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly.

9.9.2 Any claim for additional compensation by the CONTRACTOR under this clause shall be made in accordance with Article 15 and shall not be allowed unless the CONTRACTOR has first given

the notice required by this Contract. In the event that the Contracting Officer and the CONTRACTOR are unable to reach an agreement concerning an alleged differing site condition, the CONTRACTOR will be required to keep an accurate and detailed record which will indicate the actual cost of the work done under the alleged differing site condition. Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. The Contracting Officer shall be given the opportunity to supervise and check the keeping of such records.

ARTICLE 10 - CONTRACT PRICE; COMPUTATION AND CHANGE

10.1 Contract Price:

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price. The Contract Price may only be changed by a Change Order or Supplemental Agreement.

10.2 Claim for Price Change:

Any claim for an increase or decrease in the Contract Price shall be submitted in accordance with the terms of Article 15, and shall not be allowed unless notice requirements of this Contract have been met.

10.3 Change Order Price Determination:

The value of any work covered by a Change Order for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- 10.3.1 Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1
- 10.3.2 By mutual acceptance of a lump sum price which includes overhead and profit.
- 10.3.3 When 10.3.1 and 10.3.2 are inapplicable, on the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTORS's fee for overhead and profit (determined as provided in paragraph 10.6).

10.4 Cost of the Work:

The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amount no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 10.5:

- 10.4.1 Payroll costs for employees in the direct employ of the CONTRACTOR in the performance of the work under schedules of job classifications agreed upon by the CITY and the CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the CITY.
- 10.4.2 Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to the CONTRACTOR unless the CITY deposits funds with the CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the CITY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the CITY, and the CONTRACTOR shall make provisions so that they may be obtained.
- 10.4.3 Payments made by the CONTRACTOR to Subcontractors for work performed by Subcontractors. If required by the CITY, CONTRACTOR shall obtain competitive quotes from Subcontractors or Suppliers acceptable to the CONTRACTOR and shall deliver such quotes to the CITY who will then determine which

quotes will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as the CONTRACTOR's Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, and surveyors) employed for services necessary for the completion of the work.

10.4.5 Supplemental costs including the following:

- a. The proportion of necessary transportation, travel and subsistence expenses of the CONTRACTOR's employees incurred in discharge of duties connected with the work.
- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remain the property of the CONTRACTOR.
- c. Rentals of all construction equipment and machinery and the parts thereof whether rented from the CONTRACTOR or others in accordance with rental agreements approved by the CITY and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.
- d. Sales, consumer, use or similar taxes related to the work, and for which the CONTRACTOR is liable, imposed by Regulatory Requirements.
- e. Deposits lost for causes other than negligence of the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by the CONTRACTOR in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the CITY. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining the CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and the CONTRACTOR is placed in charge thereof, the CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraphs 10.6.2.a and 10.6.2.b.
- g. The cost of utilities, fuel and sanitary facilities at the site.
- h. Minor expenses such as long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work.
- i. Cost of premiums for additional bonds and insurance required because of changes in the work and premiums for property insurance coverage within the limits of the deductible amounts established by the CITY in accordance with Article 5.

10.5 Excluded Costs:

The term Cost of the Work shall not include any of the following:

- 10.5.1 Payroll costs and other compensation of CONTRACTOR's officer, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agency, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to

in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

- 10.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- 10.5.3 Any part of CONTRACTOR's capital expenses including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 10.5.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.i above).
- 10.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 10.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 CONTRACTOR's Fee:

The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

- 10.6.1 A mutually acceptable fixed fee; or if none can be agreed upon.
- 10.6.2 A fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR's Fee shall be twenty percent;
 - b. For costs incurred under paragraph 10.4.3, the CONTRACTOR's Fee shall be fifteen percent; and if a sub- contract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and

profit of all subcontractors shall be fifteen percent;

- c. No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;
- d. The amount of credit to be allowed by the CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease; and
- e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.a through 10.6.2.d, inclusive.

10.7 Cost Breakdown:

Whenever the cost of any work is to be determined pursuant to paragraphs 10.4 and 10.5, the CONTRACTOR will submit in form acceptable to the CITY an itemized cost breakdown together with supporting data.

10.8 Cash Allowances:

It is understood the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the Contracting Officer. CONTRACTOR agrees that:

- 10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and
- 10.8.2 CONTRACTOR's cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due the CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

party to the Contract, upon demand, shall be entitled to an equitable unit price adjustment on the portion of the work above 125 per cent of the quantity stated in the bid schedule.

10.9 Unit Price Work:

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by the CONTRACTOR will be made by the CITY in accordance with paragraph 10.9.3.

10.9.2 Each unit price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR's overhead and profit for each separately identified item. If the "Basis of Payment" clause in the Contract Documents relating to any unit price in the bid schedule requires that the said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the Contract Documents.

10.9.3 Payment to the CONTRACTOR shall be made only for the actual quantities of work performed and accepted or materials furnished, in conformance with the Contract Documents. When the accepted quantities of work or materials vary from the quantities stated in the bid schedule, or change documents, the CONTRACTOR shall accept as payment in full, payment at the stated unit prices for the accepted quantities or work and materials furnished, completed and accepted; except as provided below:

a. When the quantity of work to be done or material to be furnished under any item, for which the total cost of the item exceeds 10% of the total Contract Price, is increased by more the 25 per cent of the quantity stated in the bid schedule, or change documents, either

b. When the quantity of work to be done or material to be furnished under any major item, for which the total cost of the item exceeds 10% of the total Contract Price, is decreased by more than 25 per cent of the quantity stated in the bid schedule, or change documents either party to the contract, upon demand, shall be entitled to an equitable price adjustment for the quantity of work performed or material furnished, limited to a total payment of not more the 75 per cent of the amount originally bid for the item.

10.10 Determinations for Unit Prices:

The Contracting Officer will determine the actual quantities and classifications of Unit Price Work performed by the CONTRACTOR . The Contracting Officer will review with the CONTRACTOR preliminary determinations on such matters before certifying the prices on the Bid Schedule. The Contracting Officer's certification thereon will be final and binding on the CONTRACTOR, unless, within ten days after the date of any such decisions, the CONTRACTOR delivers to the Contracting Officer written notice of intention to appeal from such a decision.

ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE

11.1 Commencement of Contract Time; Notice to Proceed:

The Contract Time will commence to run on the day indicated in the Notice to Proceed.

11.2 Starting the Work:

No work on contract items shall be performed before the effective date of the Notice to Proceed. The CONTRACTOR shall notify the Contracting Officer at lease 24 hours in advance of the time actual construction operations will begin. The CONTRACTOR may request a limited Notice to Proceed after award has been made, to permit him to order long lead materials which could cause delays in project completion. However, granting is within the sole discretion of the Contracting Officer, and refusal or failure

to grant a limited Notice to Proceed shall not be a basis for claiming for delay, extension of time, or alteration of price.

11.3 Computation of Contract Time:

11.3.1 When the contract time is specified on a calendar days basis, all work under the contract shall be completed within the number of calendar days specified. The count of contract time begins on the day following receipt of the Notice to Proceed by the CONTRACTOR, if no starting day is stipulated therein. Calendar days shall continue to be counted against contract time until and including the date of Final Completion of the Work.

When the Contract completion time is specified as a fixed calendar date, it shall be the date of Final Completion.

11.4 Time Change:

The Contract Time may only be changed by a Change Order or Supplemental Agreement.

11.5 Extension Due to Delays:

The right of the CONTRACTOR to proceed shall not be terminated nor the CONTRACTOR charged with liquidated or actual damages because of any delays to the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to the following: acts of God or of the public enemy, acts of the CITY in contractual capacity, acts of another contractor in the performance of a contract with the CITY, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and delays of Subcontractors or Suppliers due to such causes. Any delay in receipt of materials on the site, caused by other than one of the specifically mentioned occurrences above, does not of itself justify a time extension. Provided, that the CONTRACTOR shall within twenty four (24) hours from the beginning of any such delay (unless the Contracting Officer shall grant a further period of the time prior to the date of final settlement of the Contract) notify the Contracting Officer in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

11.6 Essence of Contract:

All time limits stated in the Contract Documents are of the essence of the Contract.

11.7 Reasonable Completion Time:

It is expressly understood and agreed by and between the CONTRACTOR and the CITY that the date of beginning and the time for Final Completion of the Work described herein are reasonable times for the completion of the Work.

11.8 Delay Damages:

Whether or not the CONTRACTOR's right to proceed with the Work is terminated, he and his sureties shall be liable for damages resulting from his refusal or failure to complete the Work within the specified time. Liquidated damages for delay shall be paid by the CONTRACTOR or his Surety to the City in the amount as specified in the Agreement or the Supplementary Conditions for each Calendar Day the completion of the Work or any part thereof is delayed beyond the Contract Time required by the Contract, or any extension thereof. If such amount of liquidated damages is not established by the Contract Documents, then the CONTRACTOR and his Surety shall be liable to the City for any actual damages occasioned by such delay. The CONTRACTOR acknowledges that the liquidated damages established herein are not a penalty but rather constitute an estimate of damages that the City will sustain by reason of delayed completion. These liquidated damages are intended as compensation for losses difficult to estimate, and include those items enumerated in the Supplementary Conditions or elsewhere in the Contract Documents. These damages will continue to run both before and after termination in the event of default termination. These liquidated damages do not cover excess costs of completion or the CITY's costs, fees, and charges related to re-procurement. If a default termination occurs, the Contractor or his Surety shall pay in addition to these damages, all excess costs and expenses related to completion as provided by Article 14.2.5.

ARTICLE 12 - QUALITY ASSURANCE

12.1 Warranty and Guaranty:

The CONTRACTOR warrants and guarantees to the CITY that all Work will be in accordance with the Contract Documents and will not be Defective. Prompt notice of all defects shall be given to the CONTRACTOR. All Defective Work, whether or not in place, may be rejected, corrected or accepted as provided for in this Article.

12.2 Access to Work:

The CITY and the CITY's representatives, testing agencies and governmental agencies with jurisdiction interests will have access to the Work at reasonable times for their observation, inspecting and testing. The CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspections:

12.3.1 The CONTRACTOR shall give the Contracting Officer timely notice of readiness of the Work for all required inspections, tests or approvals.

12.3.2 If Regulatory Requirements require any Work (or part thereof) to specifically be inspected, tested or approved, the CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish the Contracting Officer the required certificates of inspection, testing or approval. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to the CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by the CONTRACTOR. The CITY may perform additional tests and inspections which it deems necessary to insure quality control. All such failed tests or inspections shall be at the CONTRACTOR's expense.

12.3.3 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the Contracting Officer timely notice of CONTRACTOR's intention to cover the same and the Contracting Officer has not acted with reasonable promptness in response to such notice.

12.3.4 Neither observations nor inspections, test or approvals by the CITY of others shall relieve the CONTRACTOR from the CONTRACTOR's

obligations to perform the Work in accordance with the Contract Documents.

12.4 Uncovering Work:

12.4.1 If any Work is covered contrary to the written request of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered for the contracting Officer's observation and replaced at the CONTRACTOR's expense.

12.4.2 If the Contracting Officer considers it necessary or advisable that covered Work be observed, inspected or tested, the CONTRACTOR, at the Contracting Officer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Contracting Officer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is Defective, the CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) and the CITY shall be entitled to an appropriate decrease in the Contract Price. If, however, such Work is not found to be Defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

12.5 CITY May Stop the Work:

If the Work is Defective, or the CONTRACTOR fails to supply suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Contracting Officer may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Contracting Officer to stop the Work shall not give rise to any duty on the part of the Contracting Officer to exercise this right for the benefit of the CONTRACTOR.

12.6 Correction or Removal of Defective Work:

If required by the Contracting Officer, the CONTRACTOR shall promptly, as directed, either correct all Defective

Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Contracting Officer, remove it from the site and replace it with Work which conforms to the requirements of the Contract Documents.

The CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.7 One Year Correction Period:

If within one year after the date of Final Completion or such longer period of time as may be prescribed by Regulatory Requirements or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be Defective, the CONTRACTOR shall promptly, without cost to the CITY and in accordance with the Contracting Officer's written instructions, either correct such Defective Work, or, if it has been rejected by the Contracting Officer, remove it from the site and replace it with conforming Work. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the CITY may have the Defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by the CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service for the benefit of the CITY before Substantial Completion of all the Work, the correction period for the item may begin on an earlier date if so provided in the Specifications or by Change Order. Provisions of this paragraph are not intended to shorten the Statute of Limitations for bringing an action.

12.8 Acceptance of Defective Work:

Instead of requiring correction or removal and replacement of Defective Work, the Contracting Officer may accept Defective Work, the CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the Contracting Officer's evaluation of and determination to accept such Defective Work (costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price. If

the CITY has already made final payment to the CONTRACTOR, an appropriate amount shall be paid by the CONTRACTOR or his Surety to the CITY.

12.9 CITY May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice from the Contracting Officer to proceed to correct Defective Work or to remove and replace rejected Work as required by the Contracting Officer in accordance with paragraph 12.6, or if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if the CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven days' written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Contracting Officer may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend the CONTRACTOR's services related thereto, take possession of the CONTRACTOR's tool, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or approved remote storage sites or for which the CITY has paid the CONTRACTOR but which are stored elsewhere, the CONTRACTOR shall allow the Contracting Officer and his authorized representatives such access to the site as may be necessary to enable the Contracting Officer to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the CITY or its agents in exercising such rights and remedies will be charged against the CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all cost of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR's Defective Work. The CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the Contracting Officer of the CITY's rights and remedies hereunder.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values:

The Schedule of Values established as provided in paragraph 6.6 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Contracting Officer. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Preliminary Payments:

Upon approval of the Schedule of Values the CONTRACTOR may be paid for direct costs substantiated by paid invoices and other prerequisite documents required by the General Requirements. Direct costs shall include the cost of Bonds, insurance, approved materials stored on the site or at approved remote storage sites, deposits required by a Supplier prior to fabricating materials, and other approved direct mobilization costs substantiated as indicated above. These payments shall be included as a part of the total Contract Price as stated in the Contract.

13.3 Application for Progress Payment:

The CONTRACTOR shall submit to the Contracting Officer for review an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Progress payments will be made as the Work progresses on a monthly basis or twice a month when requested by the CONTRACTOR, but only when the approved invoice exceeds \$10,000.00.

13.4 Review of Applications for Progress Payments:

Contracting Officer will, either indicate in writing a recommendation of payment, or return the Application for Payment to the CONTRACTOR indicating in writing the Contracting Officer's reasons for refusing to recommend payment. If the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application for Payment.

13.5 Stored Materials and Equipment:

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the CITY has received the materials and equipment free and clear of all charges, security interests and encumbrances and evidence that the

materials and equipment are covered by appropriate property insurance and other arrangements to protect the CITY's interest therein, all of which will be satisfactory to the Contracting Officer. No payment will be made for perishable materials that could be rendered useless because of long storage periods. No progress payment will be made for living plant materials until planted. The payment may be reduced by an amount equal to transportation and handling cost if the materials are stored offsite, in a remote location, or will require special handling.

13.6 CONTRACTOR's Warranty of Title:

The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the CITY no later than the time of payment free and clear of any claims, liens, security interests and further obligations.

13.7 Withholding of Payments:

The CITY may withhold or refuse payment for any of the reasons listed below provided it gives written notice of its intent to withhold and of the basis for withholding:

- 13.7.1 The Work is Defective, or completed Work has been damaged requiring correction or replacement, or has been installed without approval of Shop Drawing, or by an unapproved Subcontractor.
- 13.7.2 The Contract Price has been reduced by Change Order.
- 13.7.3 The CITY has been required to correct Defective Work or complete Work in accordance with paragraph 12.9.
- 13.7.4 The CITY's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1.a through 14.2.1.k inclusive.
- 13.7.5 Claims have been made against the CITY or against the funds held by the CITY on account of the CONTRACTOR's actions or inactions in performing this Contract, or there are other items entitling the CITY to a set off.
- 13.7.6 Subsequently discovered evidence or the results of subsequent inspections or test, nullify any previous payments for reasons stated in subparagraphs 13.7.1 through 13.7.5.

13.7.7 The CONTRACTOR has failed to fulfill or is in violation of any of his obligations under any provision of this Contract.

13.8 Retainage:

At any time the CITY finds that satisfactory progress is not being made it may in addition to the amounts withheld under 13.7 retain a maximum amount equal to 10% of the total amount earned on all subsequent progress payments.

This retainage may be released at such time as the Contracting Officer finds that satisfactory progress is being made.

13.9 Request for Release of Funds:

If the CONTRACTOR believes the basis for withholding is invalid or no longer exists, immediate written notice of the facts and Contract provisions on which the CONTRACTOR relies, shall be given to the CITY, together with a request for release of funds and adequate documentary evidence proving that the problem has been cured. In the case of withholding which has occurred at the request of the Department of Labor and Workforce Development, the CONTRACTOR shall provide a letter from the Department of Labor stating that withholding is no longer requested. Following such a submittal by the CONTRACTOR, the CITY shall have a reasonable time to investigate and verify the facts and seek additional assurances before determining whether release of withheld payments is justified.

13.10 Substantial Completion:

When the CONTRACTOR considers the Work ready for its intended use the CONTRACTOR shall notify the Contracting Officer in writing that the Work or a designated portion thereof is substantially complete (except for items specifically listed by the CONTRACTOR as incomplete) and request that the CITY issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Contracting Officer, the CONTRACTOR and appropriate Consultant(s) shall make an inspection of the Work to determine the status of completion. If the Contracting Officer does not consider the Work substantially complete, the Contracting Officer will notify the CONTRACTOR in writing giving the reasons therefor. If the Contracting Officer considers the Work substantially complete, the Contracting Officer will within fourteen days execute and deliver to the CONTRACTOR a certificate of Substantial Completion with tentative list of items to be completed or corrected. At the time of delivery of the certificate of Substantial Completion the Contracting Officer will deliver to the CONTRACTOR a written division of responsibilities pending Final Completion with respect to security,

operation, safety, maintenance, heat, utilities, insurance and warranties which shall be consistent with the terms of the Contract Documents. The CITY shall be responsible for all CITY costs resulting from the initial inspection and the first re-inspection, the CONTRACTOR shall pay all costs incurred by the CITY resulting from re-inspections, thereafter.

13.11 Access Following Substantial Completion:

The CITY shall have the right to exclude the CONTRACTOR from the Work after the date of Substantial Completion, but the CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

13.12 Final Inspection:

Upon written notice from the CONTRACTOR that the entire Work or an agreed portion thereof is complete, the Contracting Officer will make a final inspection with the CONTRACTOR and appropriate Consultants and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or Defective.

The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies. The CONTRACTOR shall pay for all costs incurred by the CITY resulting from re-inspections.

13.13 Final Application for Payment:

After the CONTRACTOR has completed all such corrections to the satisfaction of the Contracting Officer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of payment to all laborers, Subcontractors and Suppliers, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after the Contracting Officer has indicated that the Work is acceptable (subject to the provisions of paragraph 13.17), the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all certificates, warranties, guaranties, releases, affidavits, and other documentation required by the Contract Documents.

13.14 Final Payment and Final Completion:

13.14.1 If on the basis of the Contracting Officer's observation of the Work during construction and final inspection, and the Contracting Officer's review of the final Application for Payment and accompanying documentation -

all as required by the Contract Documents, the Contracting Officer is satisfied that the Work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the CITY will process final Application for Payment. Otherwise, the Contracting Officer will return the Application for Payment to the CONTRACTOR, indicating in writing the reasons for refusing to process final payment, in which case the CONTRACTOR shall make the necessary corrections and resubmit the final Application for Payment.

13.14.2 If, through no fault of the CONTRACTOR, Final Completion of the Work is significantly delayed, the Contracting Officer shall, upon receipt of the CONTRACTOR's final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the CITY for Work not fully completed or corrected is less than the retainage provided for in paragraph 13.8, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the CITY with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.14.3 In addition to other requirements, final payment shall not be due until CITY's receipt of verification from the State of Alaska Department of Labor and Workforce Development ("the Department") that (i) Contractor has complied with AS 36.05.045(a) and (ii) the Department is not conducting an investigation and (iii) the Department has not issued a notice of violation of AS 36.05 to Contractor or to any subcontractor.

13.15 Final Acceptance:

Following receipt of the CONTRACTOR's Release with no exceptions, and certification that laborers, Subcontractors and materialmen have been paid, certification of payment of payroll and sales taxes and revenue taxes, and final payment to the CONTRACTOR, the CITY will issue a letter of Final Acceptance, releasing the CONTRACTOR from further

obligations under the Contract, except as provided in paragraph 13.16.

13.16 CONTRACTOR's Continuing Obligation:

The CONTRACTOR's obligation to perform and complete the Work and pay all laborers, Subcontractors, and materialmen in accordance with the Contract Documents shall be absolute. Neither any progress or final payment by the CITY, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by the CITY, nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor any correction of Defective Work by the CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

13.17 Waiver of Claims by CONTRACTOR:

The making and acceptance of final payment will constitute a waiver of all claims by the CONTRACTOR against the CITY other than those previously made in writing and still unsettled.

13.18 No Waiver of Legal Rights:

The CITY shall not be precluded or be stopped by any payment, measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the CONTRACTOR, nor from showing that any payment, measurement, estimate or certificate is untrue or is incorrectly made, or that the Work or materials are Defective. The CITY shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the CONTRACTOR or his Sureties, or both, such damages as it may sustain by reason of his failure to comply with requirements of the Contract Documents. Neither the acceptance by the CITY, or any representative of the CITY, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of the Contract Time, nor any possession taken by the CITY, shall operate as a waiver of any portion of the Contract, or of the power herein reserved, or of any right to damages. A waiver by the CITY of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

ARTICLE 14 - SUSPENSION OF WORK, DEFAULT AND TERMINATION

14.1 CITY May Suspend Work:

14.1.1 The CITY may, at any time suspend the Work or any portion thereof by notice in writing to the CONTRACTOR. If the Work is suspended without cause the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an approved claim therefor as provided in Article 15. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that suspension is due to the fault or negligence of the CONTRACTOR, or that suspension is necessary for Contract compliance, or that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR.

14.1.2 In case of suspension of Work, the CONTRACTOR shall be responsible for preventing damage to or loss of any of the Work already performed and of all materials whether stored on or off the site or approved remote storage sites.

14.2 Default of Contract:

14.2.1 If the CONTRACTOR:

- a. Fails to begin the Work under the Contract within the time specified in the "Proposal", or
- b. Fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workmen or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 6.6 as revised from time to time), or
- c. Performs the Work unsuitably or neglects or refuses to remove materials or to correct Defective Work.
- d. Discontinues the prosecution of the Work, or
- e. Fails to resume Work which has been discontinued within a reasonable time after notice to do so, or

- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency except as prohibited by 11 U.S.C. 363e, or
- g. Allows any final judgment to stand against him unsatisfied for period of 60 days, or
- h. Makes an assignment for the benefit of creditors without the consent of the Contracting Officer, or
- i. Disregards Regulatory Requirements, or
- j. Otherwise violates in any substantial way any provisions of the Contract Documents, or
- k. For any cause whatsoever, fails to carry on the Work in an acceptable manner, the Contracting Officer may give notice in writing to the CONTRACTOR and his Surety of such delay, neglect, or default.

If the CONTRACTOR or Surety, within the time specified in the above Notice of Default, shall not proceed in accordance therewith, then the CITY may, upon written notification from the Contracting Officer of the fact of such delay, neglect or default and the CONTRACTOR's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the Work out of the hands of the CONTRACTOR. The CITY may terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the Work and of all the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere, and finish the Work as the CITY may deem expedient. The CITY may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods that in the opinion of the Contracting Officer are required for the completion of said Contract in an acceptable manner.

14.2.3 The Contracting Officer may, by written notice to the CONTRACTOR and his Surety or his representative, transfer the employment of the Work from the CONTRACTOR to the Surety, or if the CONTRACTOR abandons the Work undertaken under the Contract, the Contracting Officer may, at his option with written notice to the Surety and without any written notice to the CONTRACTOR, transfer the employment for said Work directly to the Surety. The Surety shall submit its plan for completion of the Work, including any contracts or agreements with third parties for such completion, to the CITY for approval prior to beginning completion of the Work. Approval of such contracts shall be in accordance with all applicable requirements and procedures for approval of subcontracts as stated in the Contract Documents.

14.2.4 Upon receipt of the notice terminating the services of the CONTRACTOR, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under the Contract and employ by contract or otherwise any person or persons to finish the Work and provide the materials therefor, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering Work subsequently performed under the terms of the Contract and according to the terms thereof without any right of the CONTRACTOR to make any claim for the same or any part thereof.

14.2.5 If the Contract is terminated for default, the CONTRACTOR and the Surety shall be jointly and severally liable for damages for delay as provided by Article 11.8, and for the excess cost of completion, and all costs and expenses incurred by the CITY in completing the Work or arranging for completion of the Work, including but not limited to costs of assessing the Work to be done, costs associated with advertising, soliciting or negotiating for bids or proposals for completion, and other procurement costs. Following termination the CONTRACTOR shall not be entitled to receive any further balance of the amount to be paid under the contract until the work is fully finished and accepted, at which time if the unpaid balance exceeds the amount due the CITY and any amounts due to persons for

whose benefit the CITY has withheld funds, such excess shall be paid by the CITY to the CONTRACTOR. If the damages, costs, and expenses due the CITY exceed the unpaid balance, the CONTRACTOR and his Surety shall pay the difference.

14.2.6 If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that termination was wrongful, the rights and obligations of the parties shall be determined in accordance with the clause providing for convenience termination.

14.3 Rights or Remedies:

Where the CONTRACTOR's services have been so terminated by the CITY, the termination will not affect any rights or remedies of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the CITY will not release the CONTRACTOR from liability.

14.4 Convenience Termination:

14.4.1 The performance of the Work may be terminated by the CITY in accordance with this section in whole or in part, whenever, for any reason the Contracting Officer shall determine that such termination is in the best interest of the CITY. Any such termination shall be effected by delivery to the CONTRACTOR of a Notice of Termination, specifying termination is for the convenience of the CITY the extent to which performance of Work is terminated, and the date upon which such termination becomes effective. Immediately upon receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer the CONTRACTOR shall:

- a. Stop Work on the date and to the extent specified in the Notice of Termination;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work as is not terminated;

- c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
- d. With the written approval of the Contracting Officer, to the extent he may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole, or in part, in accordance with the provisions of the Contract;
- e. Submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Contracting Officer;
- f. Transfer to the Contracting Officer the completed or partially completed record drawings, Shop Drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the CITY;
- g. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the CONTRACTOR and in which the CITY has or may acquire any interest. The CONTRACTOR shall proceed immediately with the performance of the above obligations.

14.4.2 When the CITY orders termination of the Work effective on a certain date, all Work in place as of that date will be paid for in accordance with the Basis of Payment clause of the Contract. Materials required for completion and on hand but not incorporated in the Work will be paid for at cost plus 15% with materials becoming the property of the CITY - or the CONTRACTOR may retain title to the materials and be paid an agreed upon lump sum. Materials on order shall be canceled, and the CITY shall pay reasonable factory cancellation charges with the option of taking delivery of the materials in lieu of payment of cancellation charges. The CONTRACTOR shall be paid 10% of the cost, freight not included, of materials canceled, and direct expenses only for CONTRACTOR chartered

freight transport which cannot be canceled without charges, to the extent that the CONTRACTOR can establish them. The extra costs due to cancellation of Bonds and insurance and that part of job start-up and phase-out costs not amortized by the amount of Work accomplished shall be paid by the CITY. Charges for loss of profit or consequential damages shall not be recoverable except as provided above.

14.4.3 The termination claim shall be submitted promptly, but in no event later than 90 days from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the CONTRACTOR made in writing within the 90-day period. Upon failure of the CONTRACTOR to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall thereupon pay to the CONTRACTOR so determined.

14.4.4 The CONTRACTOR and the Contracting Officer may agree upon whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of the Work pursuant to this section. The Contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount. In the event of the failure of the CONTRACTOR and the Contracting Officer to agree in whole or in part, as provided heretofore, as to the amounts with respect to costs to be paid to the CONTRACTOR in connection with the termination of the Work the Contracting Officer shall determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amount determined as follows:

- a. All costs and expenses reimbursable in accordance with the Contract not previously paid to the CONTRACTOR for the performance of the Work prior to the effective date of the Notice of Termination;
- b. So far as not included under "a" above, the cost of settling and paying claims arising out

of the termination of the Work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract;

- c. The reasonable costs of settlement with respect to the terminated portion of the Contract heretofore, to the extent that these costs have not been covered under the payment provisions of the Contract.

14.4.5 The CONTRACTOR shall have the right of appeal under the CITY's claim procedures, as defined in Article 15, for any determination made by the Contracting Officer, except if the CONTRACTOR has failed to submit his claim within the time provided and has failed to request extension of such time, CONTRACTOR shall have no such right of appeal. In arriving at the amount due the CONTRACTOR under this section, there shall be deducted:

- a. All previous payments made to the CONTRACTOR for the performance of Work under the Contract prior to termination;
- b. Any claim which the CITY may have against the CONTRACTOR;
- c. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the CONTRACTOR or sold pursuant to the provisions of this section and not otherwise recovered by or credited to the CITY; and,
- d. All progress payments made to the CONTRACTOR under the provisions of this section.

14.4.6 Where the Work has been terminated by the CITY said termination shall not affect or terminate any of the rights of the CITY against the CONTRACTOR or his Surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the CITY due to the CONTRACTOR under the terms of the Contract shall not release the CONTRACTOR or his Surety from liability. Unless otherwise provided for in the Contract Documents, or by applicable statute, the CONTRACTOR, from the effective date of termination and for a period of three years after final settlement under this Contract, shall

preserve and make available to the CITY at all reasonable times at the office of the CONTRACTOR, all its books, records, documents, and other evidence bearing on the cost and expenses of the CONTRACTOR under his Contract and relating to the Work terminated hereunder.

ARTICLE 15 - CLAIMS AND DISPUTES

15.1 Notification:

In addition to the notice requirements set out elsewhere in this Contract, if the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a claim by the CONTRACTOR for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of the contract, the CONTRACTOR shall immediately inform the Project Manager. If the matter cannot be resolved by agreement within 7 days, the CONTRACTOR shall, within the next 14 days, submit an Intent to Claim in writing to the Project Manager. The Claim, if not resolved, shall be presented to the Project Manager, in writing, within 60 days following receipt of the Intent to Claim. Receipt of the Claim will be acknowledged in writing by the Project Manager. The CONTRACTOR agrees that unless these written notices are provided, the CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition. The CONTRACTOR shall in any case continue diligent performance of the Contract.

15.2 Presenting Claim:

The Claim shall specifically include the following:

- 15.2.1 The act, event or condition giving rise to the claim.
- 15.2.2 The Contract provisions which apply to the claim and under which relief is provided.
- 15.2.3 The item or items of Contract Work affected and how they are affected.
- 15.2.4 The specific relief requested, including contract time if applicable, and the basis upon which it was calculated.

15.3 Claim Validity, Additional Information, and Project Manager's Actions:

The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Contract provides entitlement to relief to the CONTRACTOR for such act,

event, or condition. The Project Manager reserves the right to make written request to the CONTRACTOR at any time for additional information which the CONTRACTOR may possess relative to the Claim. The CONTRACTOR agrees to provide the Project Manager such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the Claim. The Claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Contracting Officer for formal written decision.

15.4 Contracting Officer's Decision:

The CONTRACTOR will be furnished the Contracting Officer's Decision within the next 90 days, unless additional information is requested by the Contracting Officer. The Contracting Officer's Decision is final and conclusive unless fraudulent as to the Claim.

15.5 Notice of Appeal:

Within 30 days of receipt of the Decision, the CONTRACTOR may deliver a Notice of Appeal to the City Manager of Unalaska, Alaska. The Notice of Appeal shall include specific exceptions to the Contracting Officer's Decision, including specific provisions of the contract, which the CONTRACTOR intends to rely upon in the appeal. General assertions that

the Contracting Officer's decision is contrary to law or fact are not sufficient.

15.6 City Manager's Decision:

The decision of the City Manager will be rendered within 120 days of Notice of Appeal. This decision constitutes the exhaustion of contractual and administrative remedies. The time limits given above may only be extended by mutual consent. The decision of the City Manager shall be final and conclusive unless the CONTRACTOR commences action through the court within 120 days from receipt thereof.