



CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – OMNIA – Contract Number R200107)

PROJECT: Jury Room Updates ("Project")

GENERAL CONTRACTOR: J.T. Vaughn Construction, LLC ("GC")
Doug Boram, Senior Project Manager
6604 N Lamar
Georgetown, TX 78626

ARCHITECT & ENGINEER: Williamson County Architect ("A/E")
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

COUNTY'S DESIGNATED REPRESENTATIVE: Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS CONTRACT FOR CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

ARTICLE 1
SCOPE OF WORK

County desires to retain a GC for the **Jury Room Updates** (hereinafter called the "Project"). GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with County's requirements and the terms of this Contract (hereinafter collectively referred to as the "Work").

ARTICLE 2 GENERAL PROVISIONS

2.1 Contract Documents.

2.1.1

The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced therein, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/ Proposal Documents as defined by the Invitation for Bidders/ Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2

This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3

The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 Relationship of the Parties.

GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 General Conditions.

2.3.1

The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2

The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3

The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3 CONTRACT TIME

3.1

County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within one hundred-sixty (160) calendar days after such Commencement Date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 Liquidated Damages.

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1

Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by Five Hundred Dollars (\$ 500) per calendar day as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2

County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3

Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4 THE CONTRACT SUM

4.1 Contract Sum.

County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Three Hundred Sixty-Four Thousand Dollars (\$364,000.)**.

4.2 Contract Payments.

Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

4.3 Owner's Contingency.

County and GC acknowledge the Work has become necessary due to **narrow focus of repairs** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Thirty-Six Thousand, Four Hundred Dollars (\$ 36,400.)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

4.3.1

Owner's Contingency is controlled solely by County.

4.3.2

Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

4.3.3

Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

4.3.4

For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Section 6.1** above, plus the Owner's Contingency (set out in **Section 4.3** above), shall serve as the original Contract price.

4.4 Allowable Overhead and Profit Markup on Changes in the Work.

In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

4.4.1

For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

4.4.2

For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 5 GC REPRESENTATIONS

5.1

In order to induce County to enter into this Contract, GC makes the following representations:

5.1.1

GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/ Proposal Documents.

5.1.2

GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

5.1.3

GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4

GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

5.1.5

Based on the information and observations referred to in **Paragraph 5.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

5.1.6

GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

5.1.7

GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

5.1.8

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.2 Insurance and Bonds.

For all phases of the Project, GC and County shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

5.3

Upon execution of this Contract, GC shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the Contract Sum.

5.4

Prior to final payment, GC shall provide County with a Warranty Bond in the sum of **ten percent (10%)** of the Contract Sum for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by County.

5.5

GC shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County. County's review of the insurance shall not relieve nor decrease the liability of GC. Prior to commencing any Work under this Contract, GC shall provide evidence of the following insurance coverages:

5.5.1

Prior to commencing any construction work, GC shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/ Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

5.5.2

GC shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

5.6

GC shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If GC fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from GC.

5.7

County reserves the right to review the insurance requirements set forth in **this Article** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as GC.

5.8

County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by GC failing to purchase and maintain the insurance required by this Contract shall be paid by GC.

5.9

The cost of premiums for any additional insurance coverage desired by GC in excess of that required by this Contract or the Contract Documents shall be borne solely by GC out of its fees and not included as a Direct Construction Cost.

ARTICLE 6 COUNTY'S RESPONSIBILITIES

6.1 Information and Services Required of County.

6.1.1

County will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys, or other special consultants to develop such additional information as may be necessary for the Project. County shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

6.1.2

During the Construction Phase, County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to GC's performance of the Work with reasonable promptness after receiving GC's written request for such information or services.

6.2 Legal Requirements.

County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet County's needs and interests.

6.3 County's Designated Representative.

County shall identify a representative authorized to act on behalf of County with respect to the Project. County's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of GC. The term "Owner" means County or County's Designated Representative.

6.4 Architect/ Engineer.

County may retain an A/E to provide services, duties and responsibilities as described in the Professional Services Agreement between A/E and County.

ARTICLE 7 PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

**Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626**

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

**J.T. Vaughn Construction, LLC.
Doug Boram, Senior Project Manager
6604 N Lamar
Austin, TX 78752**

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract

Amendments on behalf of GC.

GC's designated project execution team is as follows:

Project Manager: Doug Boram
Project Superintendent: Jason Luce

The Project Manager and Superintendent shall be assigned full-time to delivery of the Project upon commencement of the Construction phase. County shall have the right to terminate the Amended Contract, with no penalty to County, if the individuals named above are removed from their assignments or are assigned to simultaneous non-related projects without prior written acceptance by County.

ARTICLE 8 NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

GC: J.T. Vaughn Construction, LLC.
10355 Westpark Drive
Houston, TX 77042

Attention: Danny Thompson
Chief Executive Officer

Either party may designate a different address by giving the other party **ten (10) days** written notice.

ARTICLE 9 DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

9.1 Dispute Resolution.

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

9.2 Suspension.

The Work may be suspended by County as provided in **UGC 14.3**. In such case, the Contract Time shall be increased as provided in **UGC 14.3.2**.

9.3 Termination.

Subject to the provisions of **this Section**, this Contract may be terminated as provided in the UGCs.

9.3.1

If County terminates this Contract, the amount payable to GC pursuant to **UGCs 14.2 and 14.4**.

9.3.2

If GC terminates this Contract, the amount payable to GC under **UGC 14.1.3**.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Meaning of Terms.

Terms in this Contract shall have the same meaning as those in the UGCs.

10.2 No Waiver of Immunity.

Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

10.3 Governing Law.

This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

10.4 Assignment.

County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

10.5 Other Provisions.

10.5.1

GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- .3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;
- .4 that its execution of this Contract and its performance thereof is within its duly authorized powers;
- .5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and
- .6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 11 SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

11.1

This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

11.2

The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract #**R200107**; and

- 5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

11.3

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

- 1. This Contract between County and GC;
- 2. Drawings, Plans and Specifications;
- 3. Addenda issued prior to the Effective Date of this Contract;
- 4. Cooperative Contract # **R200107**; and
- 5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

**ARTICLE 12
SIGNATORY WARRANTY**

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. **NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.**

GC:

J.T. Vaughn Construction, LLC.

By:  _____
Signature

Printed Name **Danny Thompson**
Chief Executive Officer

Title

Date Signed: 4/11/2024

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

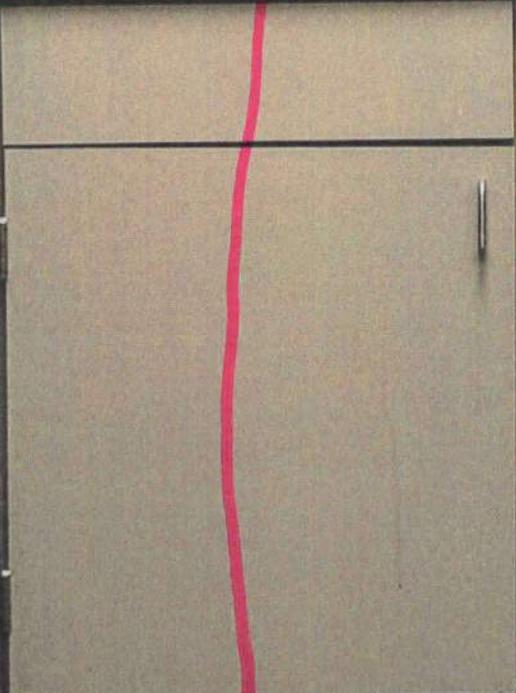
Date Signed: _____

Exhibit A - Drawings, Plans and Specifications
Jury Room Updates - Scope of Work

1. Demolition of existing ceiling.
2. Demolition of existing light fixtures.
3. Demolition of existing millwork.
4. Demolition of existing flooring.
5. Demolition of existing HVAC grilles.
6. Demolition of existing sinks.
7. Haul off and removal of demolished equipment and materials.
8. Installation of new ceiling and ceiling tile.
9. Installation of new light fixtures.
10. Installation of new millwork.
11. Installation of new flooring.
12. Installation of new paint.
13. Installation of new HVAC grilles.
14. Installation of new sinks at the new millwork.

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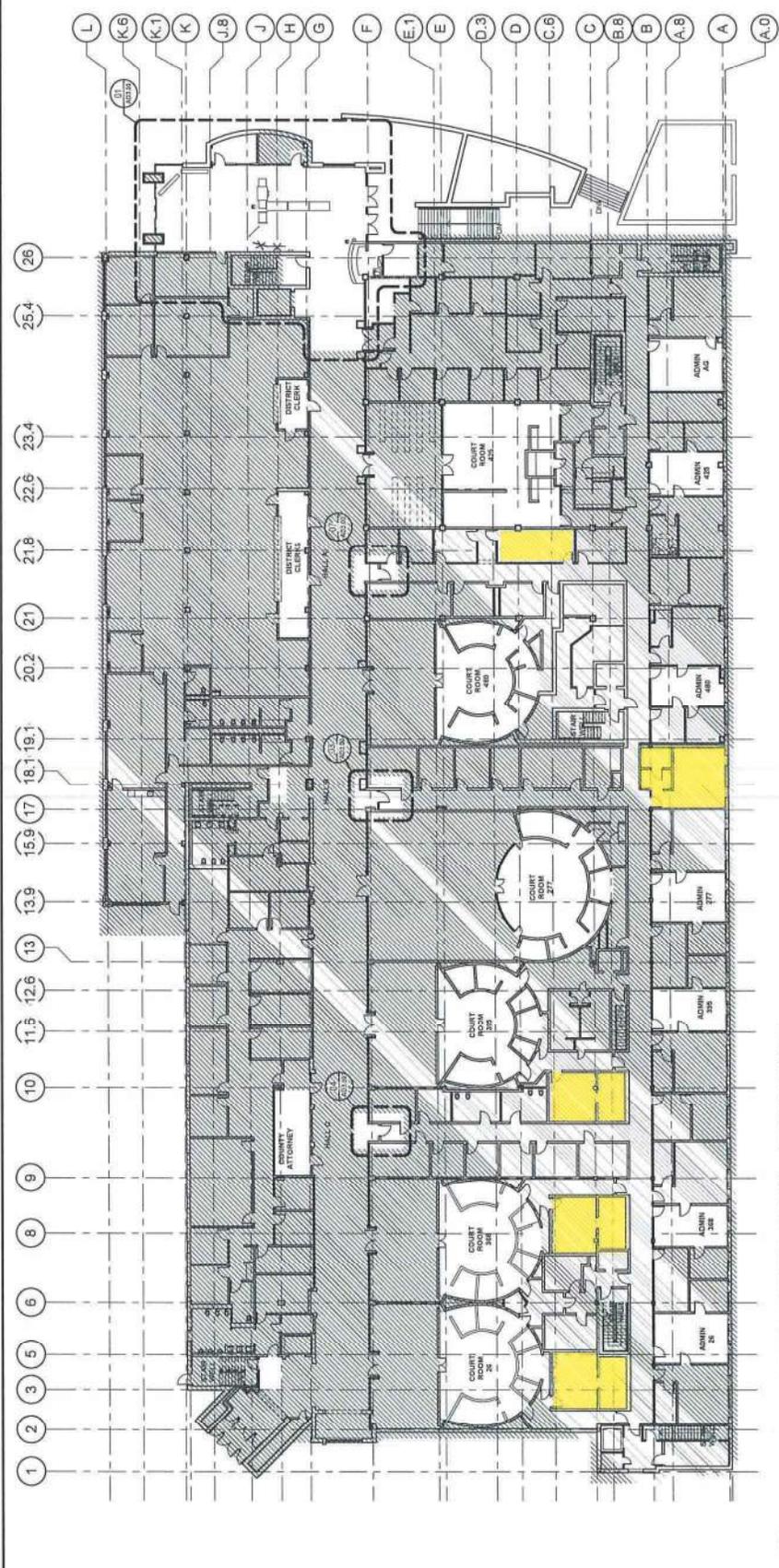
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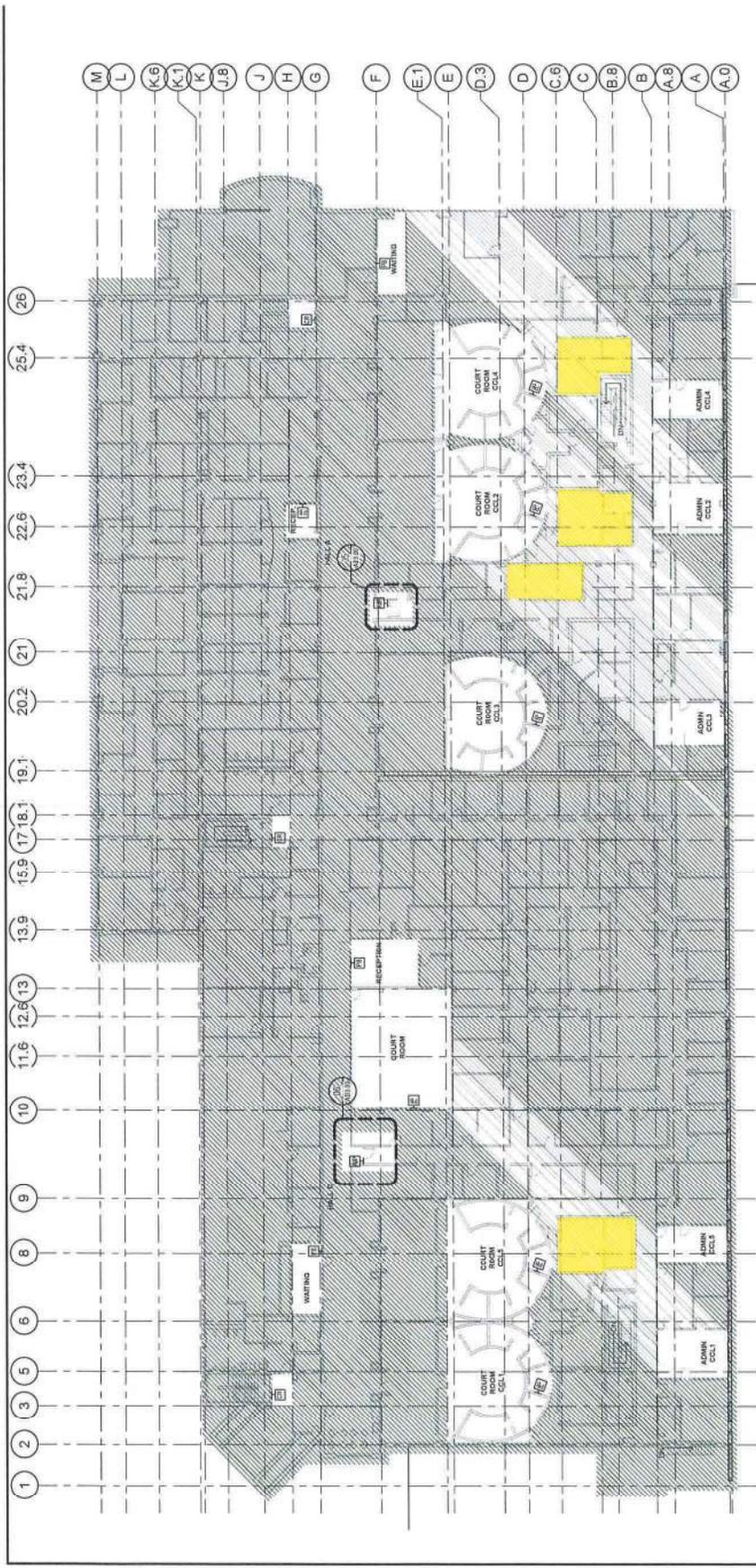
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01 FLOOR PLAN - DEMOLITION - LEVEL 01 - OVERALL - JUSTICE CENTER
TYPE 1/10'





01 FLOOR PLAN - DEMOLITION - LEVEL 02 - JUSTICE CENTER
1/8" = 1'-0"

SECTION 09 68 13

TILE CARPETING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Carpet tile.

1.2 PREINSTALLATION MEETINGS

- ###### A. Preinstallation Conference: Conduct conference at Project site

1.3 ACTION SUBMITTALS

- ###### A. Product data.

- ###### B. Shop Drawings: For carpet tile installation.

- ###### C. Samples: Manufacturer's standard color sheets, showing full range of available colors for each type of carpet tile.

1.4 INFORMATIONAL SUBMITTALS

- ###### A. Product test reports.

- ###### B. Sample warranties.

1.5 CLOSEOUT SUBMITTALS

- ###### A. Maintenance data.

1.6 WARRANTY

- ###### A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.

1. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CARPET TILE

- ###### A. Carpet material: 100% nylon, manufacturer's standard backing, 3-year delamination and tuftbind failure warranty, Class I rated.

- B. Labeling: All production of certified qualities of carpeting shall be back printed for identification. The imprint must carry the identification of the quality both by name or code number(s), the Federally Registered Certification mark assigned to the manufacturer as well as the shield with the letters of the testing agency used to indicate that the carpet is certified under the program which is validated. The following testing agencies are acceptable for the certification of carpets: ALI-Associated Laboratories, Inc., MEA-Metallurgical Engineers of Atlanta, Inc., and ETL-Electrical Testing Laboratories, Inc., furnish test results.
- C. Carpet Products: Subject to compliance with requirements, use the following or approved equal. Provide carpet products complying with the following:
1. **Manufacturer:** Patcraft
 - a. **Product Style:** Skill I0461
 - b. **Color:** 00505 Finesse
 - c. **Construction:** Multi-Level Pattern Loop
 - d. **Fiber:** Solution Q Nylon
 - e. **Dye Method:** 100% Solution Dyed
 - f. **Primary Backing:** Non-Woven Synthetic
 - g. **Secondary Backing:** Worx Tile
 - h. **Protective Treatment:** SSP Shaw Soil Protection
 - i. **Size:** 24 inches x 24 inches
 - j. **Gauge:** 1/10 inch
 - k. **Stitches:** 9 per inch
 - l. **Finished Pile Thickness:** 0.08 inches
 - m. **Average Density:** 6300 oz/CY
 - n. **Total Thickness:** 0.249 inches
 - o. **Tufted Weight:** 14 oz/SY

2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended in writing by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive types to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and that are recommended in writing by carpet tile manufacturer for releasable installation.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance.
- B. Examine carpet tile for type, color, pattern, and potential defects.

- C. Concrete Slabs: Verify that finishes comply with requirements specified in Section 033000 "Cast-in-Place Concrete" and that surfaces are free of cracks, ridges, depressions, scale, and foreign deposits.
 - 1. Moisture Testing: Perform tests so that each test area does not exceed 1000 sq. ft. and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
 - a. Relative Humidity Test: Using in situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
 - b. Perform additional moisture tests recommended in writing by adhesive and carpet tile manufacturers. Proceed with installation only after substrates pass testing.
- D. Wood Subfloors: Verify the following:
 - 1. Underlayment over subfloor complies with requirements specified in Section 061600 "Sheathing."
 - 2. Underlayment surface is free of irregularities and substances that may interfere with adhesive bond or show through surface.

3.2 PREPARATION

- A. General: Comply with CRI 104 and with carpet tile manufacturer's written installation instructions for preparing substrates.
- B. Use trowelable leveling and patching compounds, in accordance with manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch wide or wider, and protrusions more than 1/32 inch unless more stringent requirements are required by manufacturer's written instructions.
- C. Concrete Substrates: Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive and carpet tile manufacturers.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 INSTALLATION

- A. General: Comply with CRI 104, Section 10, "Carpet Tile," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: As recommended in writing by carpet tile manufacturer.
- C. Maintain dye-lot integrity. Do not mix dye lots in same area.

- D. Maintain pile-direction patterns recommended in writing by carpet tile manufacturer.
- E. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended in writing by carpet tile manufacturer.
- F. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, nonstaining marking device.
- H. Install pattern parallel to walls and borders.

3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile:
 - 1. Remove excess adhesive and other surface blemishes using cleaner recommended by carpet tile manufacturer.
 - 2. Remove yarns that protrude from carpet tile surface.
 - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 096813

ULTIMA®
ULTIMA® High NRC

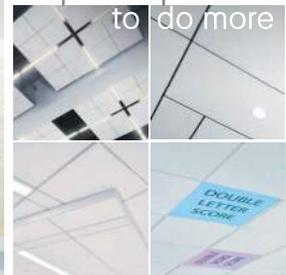
Tegular
fine texture



CAD/Revit® drawings at:
armstrongceilings.com/cadrevit



plus capabilities
to do more



armstrongceilings.com/capabilities
See more photos at:
armstrongceilings.com/photogallery

Ultima® Beveled Tegular panels with Silhouette® 1/4" reveal 9/16" suspension system

Smooth-texture panels that are washable, impact- and scratch-resistant with a non-directional visual. Offer both Sustain® and Total Acoustics® panel performance for flexible spaces.

KEY SELECTION ATTRIBUTES

- DesignFlex® options include shapes and made-to-order sizes available to ship in 3 weeks
- Get total noise control and floor plan versatility with Total Acoustics® ceiling panels: NRC + CAC = Total Acoustics performance
- Ultima® panels are part of the Sustain® portfolio, and meet the most stringent industry sustainability compliance standards today

- new** • High sound absorption options available up to 0.85 NRC
- CleanAssure™ family of products – includes disinfectable panels, suspension systems, and trim
- Mold- and mildew-resistant surface
- Smooth, clean, durable finish – Washable, Impact-resistant, Scratch-resistant, Soil-resistant
- Ceiling-2-Ceiling™ Post-consumer Recycled Content options: items 1911HRC, 1912HRC, 1914HRC, 1915HRC. 71% Pre-consumer; 15% Post-consumer
- USDA-Certified Biobased Product – 95%

- Available with AirGuard™ coating
- Item 1912 available with Create!™ printed images and patterns
- Non-directional visual reduces scrap and installation time
- Compatible with the TechZone® Ceiling Systems
- 30-Year Limited System Warranty against visible sag (excludes items 1905 and 1929), mold, and mildew
- 10-Year replacement panel available for items 1911, 1912, 1914, 1915
- Available with factory-cut holes for USAI® trimless downlight fixture integration.



COLOR



White
(WH)

DETAILS (Other Suspension Systems compatible. Refer to listing on next page.)



1. Ultima® Beveled Tegular
2. Ultima® with Suprafine® 9/16" suspension system
3. Ultima® with Silhouette® XL® 9/16" suspension system with 1/4" reveal

TechLine 877 276-7876
armstrongceilings.com/ultima

Armstrong®
World Industries

ULTIMA®
ULTIMA® High NRC
Regular
fine texture



USDA
CERTIFIED
BIOBASED
PRODUCT 95%

Declare.

SUSTAIN®
High Performance
Sustainable Ceiling Systems

GREENGUARD
Gold Certified
(details below)

LEED®
WELL™
LBC

UP TO **87%** RECYCLED CONTENT

- energy management
- construction waste mgmt
- regional materials
- design for flexibility
- EPD
- recyclable/extended producer resp.
- biobased materials
- recycled content
- sourcing of raw materials
- material ingredient reporting
- low emitting materials
- lighting quality
- acoustics

Calculate sustainability with Green Genie®
armstrongceilings.com/greengenie

LOCATION DEPENDENT

VISUAL SELECTION

armstrongceilings.com/suspdwgs	Susp. Dwg.	Item No.	Dimensions (Inches)
ULTIMA® High NRC 15/16" Beveled Regular		2081	24 × 24 × 1"
		2084	24 × 48 × 1"
		1941	24 × 24 × 7/8"
		1944	24 × 48 × 7/8"
		1433	24 × 60 × 7/8"
		1436	24 × 72 × 7/8"

HRC items not included in made-to-order panels.

armstrongceilings.com/suspdwgs	Susp. Dwg.	Item No.	Dimensions (Inches)
ULTIMA® High NRC 9/16" Beveled Regular		2082	24 × 24 × 1"
		2085	24 × 48 × 1"
		1942	24 × 24 × 7/8"
		1942HRC	24 × 24 × 3/4"
		1945	24 × 48 × 7/8"
		1431	30 × 30 × 7/8"
		1434	24 × 60 × 7/8"
		1437	24 × 72 × 7/8"

HRC items not included in made-to-order panels.

7/8" & 1" Thick – 15/16" & 9/16" Beveled Regular

Made-to-Order Sizes	Width (short side)	Length (long side)	N/A	N/A	N/A	N/A	Class	0.87	*	*	*	*	*	*	*	*	*	*	*
4" – 30"	12" – 72"						A	*	*	*	*	*	*	*	*	*	*	*	*

Visit the product page online and see "Configure an Item" to verify capabilities. Questions? email TechLine@armstrongceilings.com

1 Ctn Min
FASTSIZE
3 WEEKS
order to ship

PERFORMANCE SELECTION Dots represent high level of performance.

UL Classified Acoustics	Total Acoustics ¹	Articulation Class	Fire Performance	Light Reflect	Anti-Mold/Mildew	Sag Resistant	Certified Low VOC Emissions	CleanAssure™ Disinfectable Panels	DURABILITY	Recycle Program	30-Yr Warranty			
NRC + CAC =	NRC CAC	AC	AC	Light Reflect	Anti-Mold/Mildew	Sag Resistant	Certified Low VOC Emissions	Fog	Wash	Impact	Scratch	Soil	Recycle Program	30-Yr Warranty
0.85 + 35 = BEST	BEST	170	Class A	0.85	*	*	*	*	*	*	*	*	*	*
0.85 + 35 = BEST	BEST	170	Class A	0.85	*	*	*	*	*	*	*	*	*	*
0.80 + 35 = BEST	BEST	170	Class A	0.87	*	*	*	*	*	*	*	*	*	*
0.80 + 35 = BEST	BEST	170	Class A	0.87	*	*	*	*	*	*	*	*	*	*
0.80 + 35 = BEST	BEST	170	Class A	0.87	*	*	*	*	*	*	*	*	*	*
0.85 + 35 = BEST	BEST	170	Class A	0.85	*	*	*	*	*	*	*	*	*	*
0.85 + 35 = BEST	BEST	170	Class A	0.85	*	*	*	*	*	*	*	*	*	*
0.80 + 35 = BEST	BEST	170	Class A	0.87	*	*	*	*	*	*	*	*	*	*
0.80 + 35 = BEST	BEST	170	Class A	0.87	*	*	*	*	*	*	*	*	*	*
0.80 + 35 = BEST	BEST	170	Class A	0.87	*	*	*	*	*	*	*	*	*	*
0.80 + 35 = BEST	BEST	170	Class A	0.87	*	*	*	*	*	*	*	*	*	*



MINERAL FIBER – Standard

MORE ITEMS ►

¹ Total Acoustics® ceiling panels have an ideal combination of sound absorption and sound blocking in one product. GOOD (NRC 0.60-0.65; CAC 35+) BETTER (NRC 0.70-0.75; CAC 35+) BEST (NRC 0.80+; CAC 35+)

ULTIMA® ULTIMA® High NRC

Tegular
fine texture



USDA
CERTIFIED
BIOBASED
PRODUCT
95%

Declare.

SUSTAIN®
High Performance
Sustainable Ceiling Systems

GREENGUARD
Gold Certified

LEED WELL LBC

UP TO 87% RECYCLED CONTENT

- energy management
- construction waste mgmt
- regional materials
- design for flexibility
- EPD
- recyclable/producer resp.
- biobased materials
- recycled content
- sourcing of raw materials
- material ingredient reporting
- low emitting materials
- lighting quality
- acoustics

LOCATION DEPENDENT

Calculate sustainability with Green Genie®
armstrongceilings.com/greengenie

VISUAL SELECTION

PERFORMANCE SELECTION

Dots represent high level of performance.

\$\$\$

NRC
CAC



armstrongceilings.com/suspdwgs	Susp. Dwg.	Item No.	Dimensions (Inches)	Visual Selection
ULTIMA® 15/16" Beveled Tegular	15	1422	6 × 48 × 3/4"	
		1917	12 × 24 × 3/4"	
		1993	12 × 48 × 3/4"	
		1994	12 × 60 × 3/4"	
		1995	12 × 72 × 3/4"	
		1911 1911HRC	24 × 24 × 3/4"	
		1951	24 × 24 × 3/4"	
		1894	24 × 24 × 3/4"	
		1914 1914HRC	24 × 48 × 3/4"	
		1985	24 × 60 × 3/4"	
1981	24 × 72 × 3/4"			
9/16" Beveled Tegular	29, 44, 48, 52, 56	1423	6 × 48 × 3/4"	
		1427	6 × 60 × 3/4"	
		1916	12 × 24 × 3/4"	
		1996	12 × 48 × 3/4"	
		1997	12 × 60 × 3/4"	
		1998	12 × 72 × 3/4"	
		1912 1912HRC	24 × 24 × 3/4"	
		1952	24 × 24 × 3/4"	
		1895	24 × 24 × 3/4"	
		1915 1915HRC	24 × 48 × 3/4"	
1986	24 × 60 × 3/4"			
1982	24 × 72 × 3/4"			

HRC items not included in made-to-order panels.

HRC items not included in made-to-order panels.

UL Classified Acoustics		Total Acoustics ¹	Fire Performance	Light Reflect	Bio-Block	Humi-Guard+	CleanAssure™ Disinfectable Panels	DURABILITY					Recycle Program	30-Yr Warranty
NRC	CAC	NRC CAC	Class	0.88	Anti-Mold/Mildew	Sag Resistant	Certified Low VOC Emissions	Fog	Wash	Impact	Scratch	Soil	Recycle	30-Yr
N/A	N/A	N/A	Class A	0.88	*	*	*	*	*	*	*	*	*	*
N/A	N/A	N/A	Class A	0.88	*	*	*	*	*	*	*	*	*	*
0.65*	N/A	N/A	Class A	0.88	*	*	*	*	*	*	*	*	*	*
0.65*	N/A	N/A	Class A	0.88	*	*	*	*	*	*	*	*	*	*
0.75	35	BETTER	Class A	0.88	*	*	*	*	*	*	*	*	*	*
0.60	40	GOOD	Class A	0.88	*	*	*	*	*	*	*	*	*	*
0.60	40	GOOD	Fire Guard™	0.88	*	*	*	*	*	*	*	*	*	*
0.75	35	BETTER	Class A	0.88	*	*	*	*	*	*	*	*	*	*
0.75	35	BETTER	Class A	0.88	*	*	*	*	*	*	*	*	*	*
0.75	35	BETTER	Class A	0.88	*	*	*	*	*	*	*	*	*	*
N/A	N/A	N/A	Class A	0.88	*	*	*	*	*	*	*	*	*	*
N/A	N/A	N/A	Class A	0.88	*	*	*	*	*	*	*	*	*	*
0.65*	N/A	N/A	Class A	0.88	*	*	*	*	*	*	*	*	*	*
0.65*	N/A	N/A	Class A	0.88	*	*	*	*	*	*	*	*	*	*
0.75	35	BETTER	Class A	0.88	*	*	*	*	*	*	*	*	*	*
0.60	40	GOOD	Class A	0.88	*	*	*	*	*	*	*	*	*	*
0.60	40	GOOD	Fire Guard™	0.88	*	*	*	*	*	*	*	*	*	*
0.75	35	BETTER	Class A	0.88	*	*	*	*	*	*	*	*	*	*
0.75	35	BETTER	Class A	0.88	*	*	*	*	*	*	*	*	*	*
0.75	35	BETTER	Class A	0.88	*	*	*	*	*	*	*	*	*	*

Red Numbers are Fire Guard items.

¹ Total Acoustics® ceiling panels have an ideal combination of sound absorption and sound blocking in one product.

GOOD (NRC 0.60-0.65; CAC 35+) BETTER (NRC 0.70-0.75; CAC 35+) BEST (NRC 0.80+; CAC 35+)

* Item not UL tested

MINERAL FIBER – Standard

ULTIMA® ULTIMA® High NRC

Regular
fine texture



USDA
CERTIFIED
BIOBASED
PRODUCT 95%

Declare.



GREENGUARD
Gold Certified
(details below)

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Calculate sustainability with Green Genie™
armstrongceilings.com/greengenie

LOCATION DEPENDENT

VISUAL SELECTION

armstrongceilings.com/suspdwgs	Susp. Dwg.	Item No.	Dimensions (Inches)
9/16" Beveled Regular	29, 44, 48, 52, 56	1905	30 × 30 × 3/4"
		1905HRC	30 × 30 × 3/4"
HRC items not included in made-to-order panels.		1929	30 × 54 × 3/4"
		1929HRC	30 × 54 × 3/4"
3/4" Thick – 15/16" & 9/16" Beveled Regular			
Made-to-Order Sizes	Width (short side)	Length (long side)	
Visit the product page online and see "Configure an Item" to verify capabilities. Questions? email Techline@armstrongceilings.com	4" – 30"	12" – 72"	
ULTIMA® with AirGuard™ Coating	15	1901	24 × 24 × 3/4"
		15/16" Beveled Regular	1904
9/16" Beveled Regular	29, 44, 48, 52, 56	1902	24 × 24 × 3/4"
		AirGuard™ Coating actively removes formaldehyde from indoor air.	1906

1 Ctn Min
FASTSIZE
3 WEEKS
order to ship

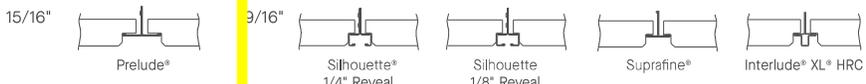
PERFORMANCE SELECTION

Dots represent high level of performance.

UL Classified Acoustics	Total Acoustics*	Fire Performance	Light Reflect	Anti-Mold/Mildew	Sag Resistant	Certified Low VOC Emissions	CleanAssure™ Disinfectable Panels	DURABILITY	Recycle Program	30-Yr Warranty			
0.75	35	BETTER Class A	0.88	*	Std	*	Fog	Wash	Impact	Scratch	Soil	Recycle Program	30-Yr Warranty
0.75	35	BETTER Class A	0.88	*	Std	*							1-Yr
N/A	N/A	N/A	Class A	0.88	*	*							
0.75	35	BETTER Class A	0.88	*	*	*							
0.75	35	BETTER Class A	0.88	*	*	*							
0.75	35	BETTER Class A	0.88	*	*	*							

* Total Acoustics® ceiling panels have an ideal combination of sound absorption and sound blocking in one product.
GOOD (NRC 0.60-0.65; CAC 35+) BETTER (NRC 0.70-0.75; CAC 35+) BEST (NRC 0.80+; CAC 35+)

SUSPENSION SYSTEMS



Blizzard White – Suspension System Finish
A color and texture coordinated suspension system to complement Ultima® ceiling panels for a monolithic look and feel.

PHYSICAL DATA

Material
Wet-formed mineral fiber with DuraBrite® acoustically transparent membrane

Surface Finish
DuraBrite with factory-applied latex paint

Fire Performance
Class A: ASTM E84 and CAN/ULC S102 surface burning characteristics. Flame Spread Index of 25 or less. Smoke Developed Index of 50 or less (UL labeled).

Fire Guard™: A fire-resistive ceiling when used in applicable UL assemblies

ASTM E1264 Classification
Type IV, Form 2, Pattern E; Fire Class A

Humidity/Sag Resistance
HumiGuard® Plus ceiling panels are recommended for areas subject to high humidity, up to, but not including, standing water and outdoor applications. (Excludes items 1905 and 1929).

Anti-Mold/Mildew
Ceiling panels with BioBlock® performance resist the growth of mold and mildew on the tile surface.

VOC Emissions
GREENGUARD Gold Certified
Third-party certified compliant with California Department of Public Health CDPH/EHLB/Standard Method Version 1.2, 2017. This standard is the guideline for low emissions in LEED®, WELL Building Standard™, Living Building Challenge® (LBC), CalGreen Title 24, ANSI/ASHRAE/USGBC/IES Standard 189; ANSI/GBI Green Building Assessment Protocol.

Acoustical Performance
CAC testing conducted using Prelude® XL® suspension system for 15/16" edge detail and Silhouette® suspension system for 9/16" edge detail.

Primary (Embodied) Energy
See all LCA information on our EPDs.

High Recycled Content
Contains greater than 50% total recycled content. Total recycled content based on product composition of post-consumer and pre-consumer (post-industrial) recycled content per FTC guidelines. HRC items contain 15% or greater post-consumer recycled ceilings.

Insulation Value
R Factor – 2.2 (BTU units); R Factor – 0.39 (Watts units)
2081, 2081, 2084, 2085 – R Factor – 2.9 (BTU units); 0.445 (Watts units)

Cleaning and Disinfecting
Cleaning and CDC recommended disinfecting options available on armstrongceilings.com/cleaning

30-Year Performance Guarantee & Warranty
When installed with Armstrong® Suspension System. Details at armstrongceilings.com/warranty

PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS
UL.COM/GG
UL 2818



Weight; Square Feet/Carton
1945 – 114 LBS/SF; 48 SF/CTN
1941, 1942 – 125 LBS/SF; 40 SF/CTN
1944, 1942HRC – 125 LBS/SF; 48 SF/CTN
1433, 1434 – 1.05 LBS/SF; 60 SF/CTN
1436, 1437 – 1.04 LBS/SF; 72 SF/CTN
2081, 2082 – 1.0 LBS/SF; 40 SF/CTN
2084, 2085 – 1.0 LBS/SF; 48 SF/CTN
1431 – 1.06 LBS/SF; 62.5 SF/CTN
1917, 1993 – 1.05 LBS/SF; 24 SF/CTN
1422, 1423 – 1.08 LBS/SF; 24 SF/CTN
1905, 1905HRC – 1.05 LBS/SF; 62.5 SF/CTN
1911, 1911HRC, 1912, 1912HRC, 1914, 1914HRC, 1915 – 1.05 LBS/SF; 48 SF/CTN
1916, 1996 – 1.05 LBS/SF; 24 SF/CTN
1427 – 1.07 LBS/SF; 24 SF/CTN
1929, 1929HRC – 1.02 LBS/SF; 68 SF/CTN
1895, 1952, 1951 – 1.31 LBS/SF; 48 SF/CTN
1901, 1902, 1904, 1906, 1894 – 1.08 LBS/SF; 48 SF/CTN
1997, 1994 – 1.05 LBS/SF; 30 SF/CTN
1998, 1995 – 1.05 LBS/SF; 36 SF/CTN
1981, 1982 – 1.08 LBS/SF; 72 SF/CTN
1985, 1986 – 1.08 LBS/SF; 80 SF/CTN

Minimum Order Quantity
1 carton

Metric Items Available
1941M, 1944M, 1945M, 1905M, 1912M, 1912MHR, 1914M, 1915M, 1916M – Metric items are subject to extended lead times and minimum quantities. Contact your representative for more details.





<h1>Standard – LT101</h1>	
<h2>Williamson County Lighting Standard</h2>	
Originated by: Approved by: Revision No. 1	Date Originated: 9/25/2023 Date Approved: Revision Date:

1.0 Purpose

Standardize scope of work for installation of new and replacement light fixtures.

2.0 Scope

All retro-fit and new of light fixtures installation and replacements in occupied or unoccupied Williamson County buildings.

3.0 Standard Installation Requirements:

- 3.1 One whip per fixture.
- 3.2 Only saddle type connectors shall be used for MC cable connectors.
- 3.3 MC Cable wiring insulation color shall match the correlating branch circuit color respectfully feeding the power to the light fixture.
- 3.4 Fixture whips will be supported by hangers above the acoustic ceiling within two feet of the fixture and within six feet afterwards.
- 3.5 Push pin wire connectors shall only be used within the light fixture junction box wiring harness and supplied by light fixture manufacturer.
- 3.6 All junction boxes knock outs shall be sealed and covered and junction box covers will be labeled with panelboard name, branch circuit, and voltage.
- 3.7 If more than three penetrations are made in one junction box, a minimum 4 and 11 square junction shall be used.
- 3.8 If more than six penetrations are made in one junction box, a minimum 12" X 12" by 4" junction box shall be used.
- 3.9 Two ceiling grid hanger wires shall be installed per light, for support. Exception: One ceiling light grid wire per exit light/emergency light.
- 3.10 Emergency lighting shall be stand alone light fixtures (per listed standard).
- 3.11 No dimming capability will be added other than what is manually operated by moving dip switches on the fixtures themselves.
- 3.12 Exterior fixtures, attached to the building, shall be sealed on the top and sides of the fixture from water intrusion between the building and the fixture.
- 3.13 Exterior fixtures shall not be fed by MC cable. ½" flexible metal conduit, ½" EMT minimum.
- 3.14 Installations shall meet or exceed the most recently adopted NEC and IBC code books correlating to the city the installation is in.



Catalog Number
Notes
Type

Contractor Select™
CPX™
 LED Panel

CPX™ from Lithonia lighting is the perfect choice for a quality LED panel at an affordable price. The smooth, even lens projects a crisp and clean aesthetic. CPX is the perfect choice for budget-conscious school, commercial office, or small retail footprint projects.

FEATURES:

- Industry standard wattages
- Long-life LEDs maintain greater than 70% of their lumen output at 50,000 hours
- 0-10V dimming driver, dims to 10%

WEIGHT:

2x2
 Unit: 6.39lbs
 Unit Carton: 7.72lbs
 Master Carton: 30.42lbs

2x4
 Unit: 11.02lbs
 Unit Carton: 13.89lbs
 Master Carton: 27.78lbs



Catalog Number	UPC	Description	Lumens	Input Watts	CCT	CRI	Voltage	Pallet qty.
CPX 2X2 3200LM 35K M4	191848338537	2x2 LED Panel	3555	31.5	3500K	80	120-277V	40
CPX 2X2 3200LM 40K M4	191848338650	2x2 LED Panel	3659	31.5	4000K	80	120-277V	40
CPX 2X2 3200LM 50K M4	193048313642	2x2 LED Panel	3737	31.5	5000K	80	120-277V	40
CPX 2X4 4000LM 35K M2	191848338490	2x4 LED Panel	4543	38.9	3500K	80	120-277V	20
CPX 2x4 4000LM 40K M2	191848338506	2x4 LED Panel	4692	38.9	4000K	80	120-277V	20
CPX 2X4 4000LM 50K M2	193048313680	2x4 LED Panel	4766	38.9	5000K	80	120-277V	20
CPX 1X4 AL07 SSW7 M4	194994568063	1X4 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	40
CPX 2X2 AL07 SSW7 M4	193048542806	2X2 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	40
CPX 2X4 AL08 SSW7 M2	193048542844	2X4 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	20

NOTES

1. ILBLP CP10 HE SD A remote mounted only. See [ILBLP CP10 HE SD B spec sheet](#) and [ELA-PSMK-PSMKSD-PSDMT-PSRME remote mounting enclosure spec sheet here.](#)

Accessories: Order as separate catalog number.

ILBLP CP10 HE SD A	IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20 ¹
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 1X4 or 2X2 Panel Fixtures only.
PAC 2DF 36	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. ¹
PAC 4DNF 36	Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.
PAC 4DF 36	Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. ¹
PAC 2DNF 72	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.
PAC 2DF 72	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. ¹
PAC 4DNF 72	Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.
PAC 4DF 72	Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 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

Switchable Table						
Size(ft)	Nomenclature	Lumen Package	CCT	Lumen	Wattage	Efficacy
1x4	CPX 1X4 AL07 SWW7 M4	Low Lumen	3500K	2430	19.7	123.4
			4000K	2594	19.7	131.7
			5000K	2483	19.5	127.3
		Med Lumen	3500K	3289	28.4	115.8
			4000K	3583	27.2	131.7
			5000K	3369	28.2	119.5
		High Lumen	3500K	3914	35.7	109.6
			4000K	4280	33.7	127
			5000K	4009	35.5	112.9
2x2	CPX 2X2 AL07 SWW7 M4	Low Lumen	3500K	2399	19.1	125.6
			4000K	2570	18.5	138.9
			5000K	2456	19.1	128.6
		Med Lumen	3500K	3356	28.7	116.9
			4000K	3649	27.5	132.7
			5000K	3427	28.5	120.2
		High Lumen	3500K	4131	37.5	110.2
			4000K	4564	35.8	127.5
			5000K	4212	37.3	112.9
2x4	CPX 2X4 AL08 SWW7 M2	Low Lumen	3500K	3813	28.94	131.8
			4000K	4033	28.1	143.5
			5000K	3938	28.86	136.5
		Med Lumen	3500K	4677	36.8	127.1
			4000K	5009	35.55	140.9
			5000K	4834	36.65	131.9
		High Lumen	3500K	6048	50.56	119.6
			4000K	6563	48.53	135.2
			5000K	6241	50.24	124.2

NOTES

1. For MVOLT only, not available with 347V.



Specifications

INTENDED USE:

CPX is a low-glare panel featuring an external driver. This cost-effective, reliable panel is visually comfortable and can be recessed mounted. Suitable for many applications such as schools, offices, retail, convenience stores and other commercial spaces. **Certain airborne contaminants can diminish integrity of acrylic. Click here for Acrylic Environmental Compatibility table for suitable uses.** Adjustable Lumen (ALO7, ALO8) and Switchable White (SWW7) configurations available. **U.S. Patent No. 10,681,784.**

CONSTRUCTION:

The extruded aluminum frame with satin white lens provides excellent shielding and uniform luminance. The low-profile design of CPX provides increased installation flexibility especially in restricted plenum spaces. The backplate includes integral T-bar clips for installation into T-grid ceilings.

ELECTRICAL:

Long-life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. Greater than 70% LED lumen maintenance at 50,000 hours (L70>50,000). 0-10V dimming driver, dims to 10% and contains non-isolated dimming leads.

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.

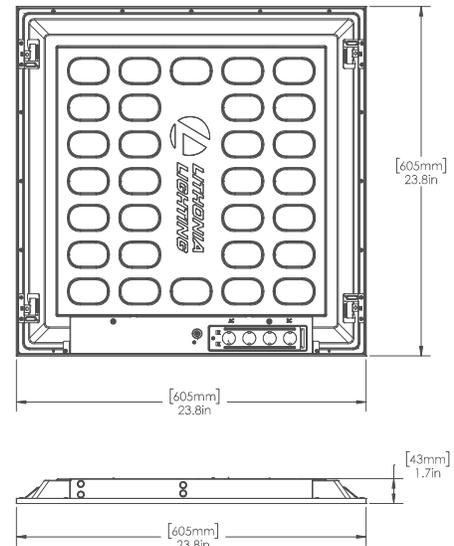
WARRANTY:

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

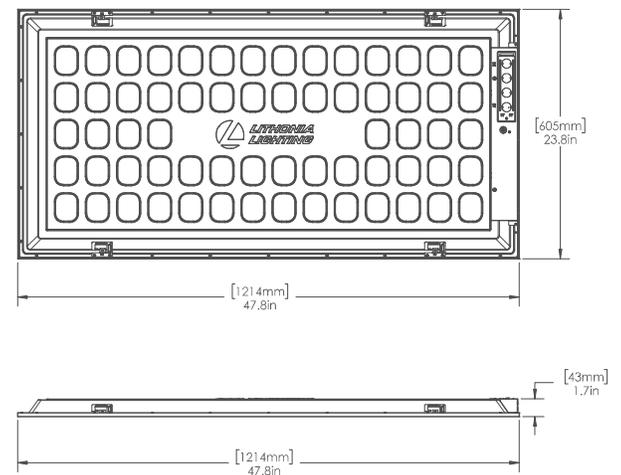
Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

2'x2'



2'x4'



All dimensions are inches (millimeters) unless otherwise indicated.



Catalog Number
Notes
Type

Contractor Select™ ECRG

Lithonia Lighting Basics™ Emergency Light/Exit Combo

The Lithonia Lighting® ECRG, is a combination of exit and emergency lighting. The ECRG is ideal for safely illuminating the path of egress above-the-door in small spaces at lower mounting heights while providing 90 minutes of emergency power. Available in red and green letters.

FEATURES:

- Internal toggle switch for red or green exit
- Test switch and status indicator
- UL indoor damp location 50°F to 104°F (10°C to 40°C) listed standard
- ECRG RD: multi-voltage 120-277V, 50/60Hz
- ECRG SQ: dual-voltage 120/277, 60Hz



† Exit Signs Certified in the CA Title 20 Appliance Efficiency Database.

Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
ECRG RD M6	00194994900412	Red/Green LED Exit/Unit Combo, Round Lamp Heads	120-277V	2W	2W	.03	.02	360	6
ECRG HO RD M6	00194994900429	Red/Green LED Exit/Unit Combo with remote capacity, Round Lamp Heads	120-277V	2.8W	2.8W	.05	.03	360	6
ECRG SQ M6	00194994900467	Red/Green LED Exit/Unit Combo, Square Lamp Heads	120/277V	3.5W	3.5W	.03	.02	360	6
ECRG HO SQ M6	00194994900504	Red/Green LED Exit/Unit Combo with remote capacity, Square Lamp Heads	120/277	4W	4W	.03	.02	360	6

Battery Capacity and Loading (HO only)

Battery	Total Capacity	Maximum# Remote Lamp Heads*
3.6V	2W (ECRG RD)	2 - ERE W SGL RD M24
		1 - ERE W T RD M24
		2 - ERE GY SGL WP RD M12
		1 - ERE GY T WP RD M12
3W (ECRG SQ)	3W (ECRG SQ)	3 - ERE GY SGL WP SQ M12
		1 - ERE GY T WP SQ M12

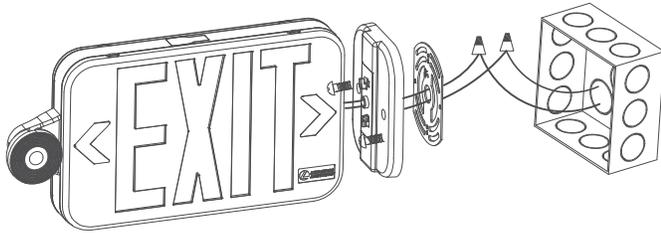
* Remotes are in addition to the lamp heads on the product.

Accessories: Order as separate catalog number.	
ERE W SGL RD	Single, LED indoor remote head, round, ivory white, .75W, 3.6V input. See spec sheet ERE.1
ERE W T RD	Twin, LED indoor remote head, round, ivory white, 1.5W, 3.6V input. See spec sheet ERE.1
ERE GY SGL WP RD	Single, LED weather-proof head, round, gray, 0.75W, 3.6V input. See spec sheet ERE.1
ERE GY T WP RD	Twin, LED weather-proof head, round, gray, 1.5W, 3.6V input. See spec sheet ERE.1
ERE GY SGL WP SQ	Single, LED weather-proof remote head, square, gray, 1W, 3.6V-12V voltage sensing. See spec sheet ERE.1
ERE GY T WP SQ	Twin, weather-proof, remote head, square, gray, 2W, 3.6V-12V voltage sensing. See spec sheet ERE.1
ELA WG3	Wireguard (back mount), 30 5/8"W x 13 3/4"H x 6"D. See spec sheet ELA-WG .

1 Only available with HO option.



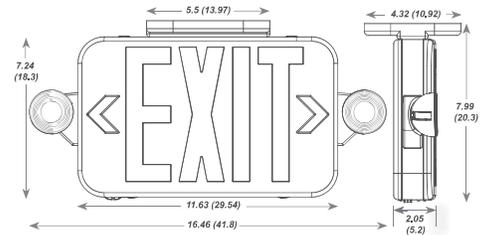
ECRG side/end mount example



Dimensions

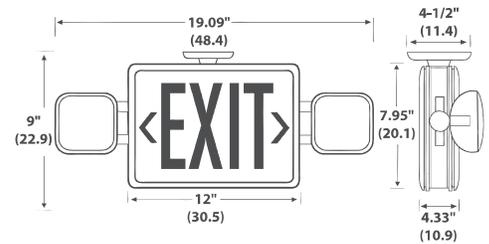
ECRG RD

Length: 16.46 (41.8)
 Depth: 2.05 (5.2)
 Height: 7.24 (18.3)
 Weight: RD - 1.9 (0.86kgs)
 HO RD - 1.95 (0.88kgs)



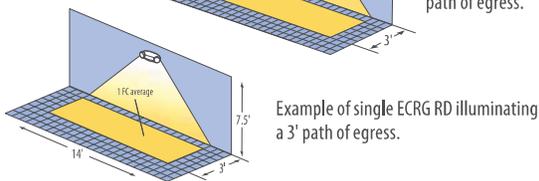
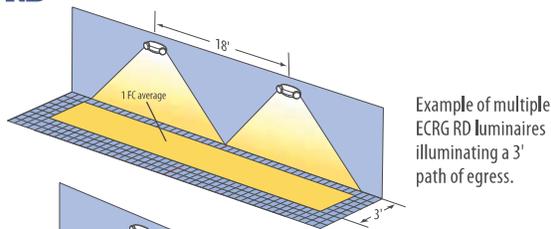
ECRG SQ

Length: 19.09 (48.4)
 Depth: 4.33 (10.9)
 Height: 7.95 (20.1)
 Weight: SQ - 3.09 lbs. (1.40kgs)
 HO SQ - 3.25 lbs (1.47kgs)

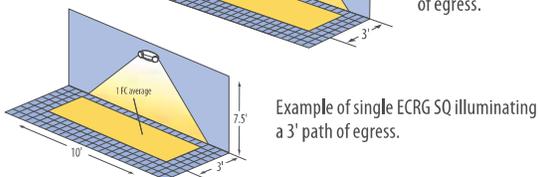
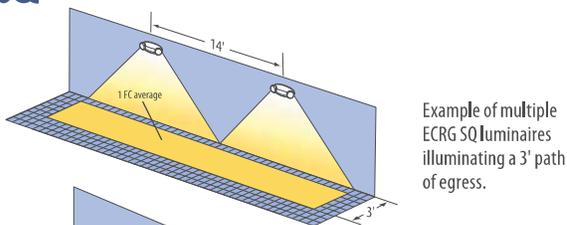


All dimensions are inches (centimeters) unless otherwise indicated.

ECRG RD



ECRG SQ



Spacing guidelines

Maximum Spacing Guidelines ¹							
Series	Mounting Height	Illumination Level	Single Luminaire		Multiple Luminaires		Application Notes
			3' Path of Egress	6' Path of Egress	3' Path of Egress	6' Path of Egress	
ECRG RD	7.5'	1FC Avg	14'	10'	18'	14'	"100' Corridor 8' wide, and 9' high with 80/50/20 reflectances"
ECRG SQ	7.5'	1FC Avg	10'	6'	14'	11'	

Notes:

- Also meets the additional illumination requirements of NFPA 101: 1FC minimum and max/min ratio of 40:1.



Specifications

INTENDED USE:

Provides a minimum of 90 minutes illumination for the rated wattage upon loss of AC power to meet code required emergency lighting. Ideal for applications requiring low profile, emergency unit for lower mounting heights. The ECRG has an internal switch that ships standard as a red emergency light/exit combo and can be switched in the field to green. It is also packaged standard with an extra faceplate along with red and green inserts.

CONSTRUCTION:

The housing is a standard white thermoplastic with a compact and low-profile design with all-inclusive lamp, reflector and lens assembly. It is 5VA flame rated and impact-resistant.

OPTICS:

The typical life of the LED is 10 years.

ECRG is 0.75W white LED per lamp head

ECRG SQ is 1W LED per lamp head.

CRI: RD 80CRI
SQ 75CRI

CCT: RD 6200K
SQ 6200K

Lumen: RD 85 lumens
SQ 113 lumens

ELECTRICAL:

ECRG RD: multi-voltage 120-277V, 50/60Hz.

ECRG SQ: dual-voltage 120/277, 60Hz.

Bi-color LED status indicator for battery condition. (Green-normal, Red-check battery).

ECRG HO RD has 2W of remote capacity and ECRG HO SQ has 3W of remote capacity.

BATTERY: 3.6V maintenance-free, rechargeable, Nickel metal hydride.

INSTALLATION:

ECRG RD: Top, end and back mount.

ECRG SQ: Top, end and back mount.

Mounting pattern on canopy (top and side mount) and back plate (back mount) fits most standard size junction boxes.

LISTINGS:

UL Listed. Meets all applicable requirements for UL 924, NFPA 101 (current Life Safety Code), NFPA 70 (NEC), FCC Title 47, Part 15, Subpart B and OSHA.

Indoor damp location 50°F to 104°F (10°C to 40°C) listed.

WARRANTY:

2-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

Contractor Select™

EXRG

Lithonia Lighting Basics™

LED Exit



The Lithonia Lighting Basics™ EXRG Exit Sign is suitable for emergency signage applications such as stairways and hallways. This fully assembled single-face exit with extra faceplate is available in red and green letters. It's low profile makes it ideal for safely illuminated the path of egress in small spaces and can be wall or ceiling mounted. The emergency power provides 90 minutes of illumination in the event of a power loss.

FEATURES:

- Internal toggle switch for red or green letter color selection
- Test switch and status indicator for low maintenance (EL emergency models only)
- UL indoor damp location 50° to 104°F (10°C to 40°C) listed standard
- For use with Dual voltage 120/277VAC
- Internal switch for color selection



† Exit Signs Certified in the CA Title 20 Appliance Efficiency Database.

Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
EXRG M6	00194994900658	Red/Green Exit, AC Only	120/277	1W	1W	0.09	0.09	360	6
EXRG EL M6	00194994900696	Red/Green Exit with Ni-MH backup battery	120/277	1W	1W	0.09	0.09	360	6

Accessories¹: Order as separate catalog number.

ELA WG1 Wireguard (back mount only, 13 3/4"H x 15 1/4"W x 6"D)

NOTES

1. See spec sheet [ELA-WG](#) for more information.



Specifications

INTENDED USE:

LED lighted exit signs for marking the means of egress in accordance with Life Safety Code NFPA 101. The EXRG has an internal switch that ships standard as a red exit and can be switched in the field to green. It is also packaged standard with an extra faceplate along with red and green inserts.

CONSTRUCTION:

Injection-molded, flame-retardant, high-impact, thermoplastic housing with snap-fit design components for easy installation. Universal J-box pattern. Universal chevrons are easily removed for directional indication.

Fully assembled single face with extra faceplate for easy field-conversion to double face.

Letters 6" high with 3/4" stroke, with 100 ft viewing distance rating, based on UL924 standards.

OPTICS:

The typical life of the LED lamp is 10 years.

ELECTRICAL:

Dual-voltage input 120V or 277V AC. Non-emergency (AC only without battery) or Emergency exit with battery. The emergency model includes the test switch, status indicator and rechargeable battery.

Battery: (EL models) maintenance-free Nickel metal hydride battery provides 90 minutes of emergency power.

INSTALLATION:

Top, back or end mounting capability (canopy included).

LISTINGS:

UL Listed. Meets UL 924, NFPA 101 (current Life Safety Code), NFPA 70-NEC, FCC Title 47, Part 15, Subpart B and OSHA illumination standards. Indoor damp location 50° to 104°F (10°C to 40°C) listed standard.

WARRANTY:

2-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

All life safety equipment, including emergency lighting for path of egress must be maintained, serviced, and tested in accordance with all National Fire Protection Association (NFPA) and local codes. Failure to perform the required maintenance, service, or testing could jeopardize the safety of occupants and will void all warranties.

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

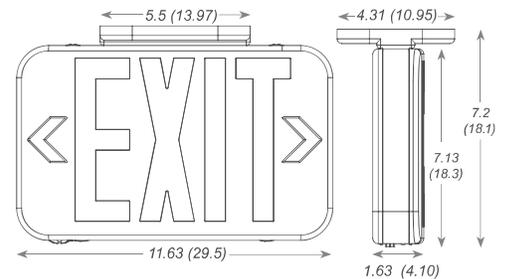
Length: 11.63 (29.5)

Depth: 1.63 (4.1)

Height: 7.2 (18.3)

Weight: EL: 1.6 LB

AC: 1.59 LB



All dimensions are inches (centimeters) unless otherwise indicated.



Catalog Number
Notes
Type

Contractor Select™

ELM2L

Quantum® Contemporary Commercial LED Emergency Light



The Lithonia Lighting® Quantum® ELM2L Emergency Light is suitable for emergency lighting for applications such as stairways and hallways. Its high performance LED lamp heads makes the ELM2L ideal for safely illuminating the path of egress for applications requiring attractive LED unit equipment with quick installation and unparalleled performance for lower mounting heights. It can be wall or ceiling mounted and will provide 90 minutes of emergency power in the case of power loss.

FEATURES:

- Test switch and status indicator
- UL indoor damp location 50°F to 104°F (10°C to 40°C) listed standard

† Small Battery Chargers Certified in the CA Title 20 Appliance Efficiency Database.



Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
ELM2L M12	191848091920	Quantum® LED Adjustable Optics 220 Lumens, 2.4W, Emergency Light, White housing, Nickel-cadmium battery	120/277V, 60hz	1.09	1.09	0.018	0.018	432	12
ELM2L UVOLT LTP M12	191848078112	Quantum® LED Adjustable Optics 220 Lumens, 2.4W, Emergency Light, White housing, Lithium Iron Phosphate Battery, Remote capacity	120-347V, 50/60Hz	1.35	1.35	0.022	0.022	432	12

Battery Capacity and Loading (ELM2L UVOLT LTP M12 Only)

Battery	Total Capacity	Maximum# Remote Lamp Heads*
9.6V	4.8W	2- ELMRE LP220L SGL M12
		1- ELMRE LP220L T M12
		1 - ELMRE LP220L FX0
		2 - ERE GY SGL WP SQ M12
		1 - ELA QWP L0309
		1 - ERE GY T WP SQ M12

* Remotes are in addition to the lamp heads on the product.

Accessories: Order as separate catalog number.	
ELA WG1	Wireguard 15-1/4" W x 13-3/4" H x 6" D (back mount only). See spec sheet ELA-WG .
WPVS SML W	Wet protective vandal shield (must be used for wet location applications)



Specifications

INTENDED USE:

Provides a minimum of 90 minutes illumination for the rated wattage upon loss of AC power to meet and exceed code required emergency lighting. Ideal for applications requiring attractive LED unit equipment with quick installation and unparalleled performance for lower mounting heights.

CONSTRUCTION:

The housing is a standard white thermoplastic with a compact and low-profile contemporary design. It is 5VA flame rated, impact-resistant, scratch-resistant and corrosion proof. The UV-stable resin resists discoloration from natural and man-made light sources. The back-plate contains a universal j-box mounting pattern to facilitate ease of installation on a wide variety of j-boxes and the front housing allows tool-less access for ease of maintenance.

OPTICS:

The typical life of the LED is 10 years. Two 1.2W LED Lamps.

ELECTRICAL:

Orderable in multiple voltages. Emergency unit provided with test switch, status indicator and rechargeable battery. Sealed, maintenance-free nickel-cadmium or Lithium Iron Phosphate battery provides at least 90 minutes of emergency power.

INSTALLATION:

Wall and ceiling mount. Tool-less removal of front cover from back-plate for ease of installation and maintenance.

LISTINGS:

UL damp location listed standard and wet location listed when used with the WPVS accessory, all at 50-104°F (10-40°C). Meets or exceeds all applicable requirements for UL 924, NFPA 101 (current Life Safety Code), NFPA 70 (NEC), NOM (Norma Oficial Mexicana), California Energy Commission Title 20 section 1605.3 (W)(4), FCC Title 47, Part 15, Subpart B and OSHA. List and labeled to comply with Canadian Standards C22.2 No. 141-10.

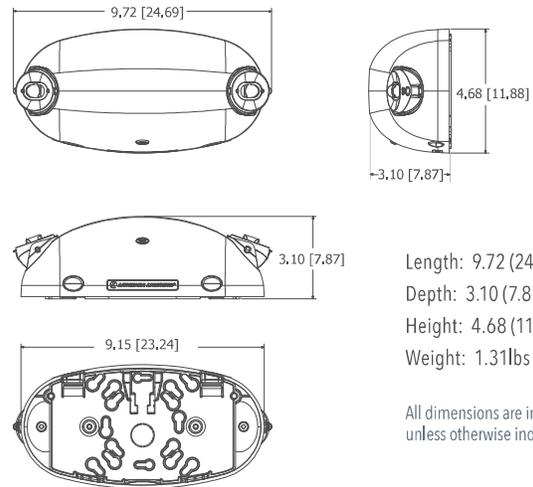
WARRANTY:

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:

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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



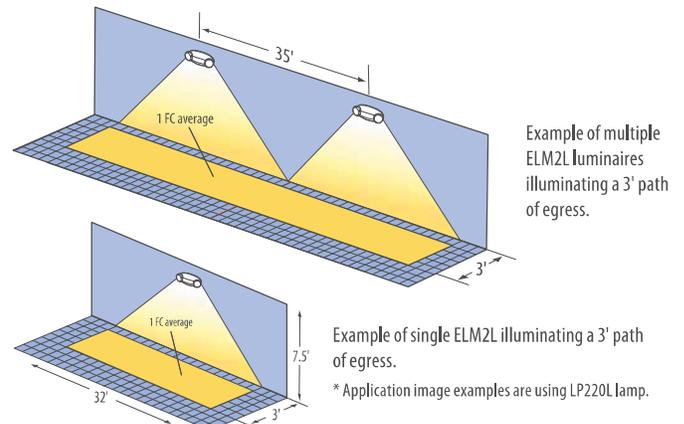
Spacing guidelines

Maximum Spacing Guidelines — ELM2L						
Mounting Height	Illumination Level	Single Luminaire Coverage		Multiple Luminaire Spacing		Application Notes
		3' Path of Egress	6' Path of Egress	3' Path of Egress	6' Path of Egress	
7.5'	1FC Avg ¹	32'	24'	35'	28'	100' Corridor, 8' wide, and 12' high with 80/50/20 reflectances
10'	1FC Avg ¹	20'	14'	27'	23'	

Notes:

- Also meets the additional illumination requirements of NFPA 101: 1FC minimum and max/min ratio of 40:1.

*Note: To see complete photometric report or download the .ies file for this product, visit Lithonia Lighting ELM2L home page.



Performance Downlight Field-Adjustable

RAB



Features

- High Performance LEDs for commercial applications
- Replacement for traditional Compact Fluorescent recessed downlights
- Compatible with new construction or retrofit installations
- UL wet and Energy Star rated
- Meets air-tight requirements
- Lumen and CCT Selectable
- Matte white smooth trim finish
- Available in 3 CCTs: 3000K, 3500K, 4000K
- 0-10V dimmable
- Spring loaded retention clips
- 5-Year, No-Compromise Warranty

Project:	Type:
Prepared by:	Date:

Technical Specifications

CCT and Lumen Selectable:

Choose lumen output and color temperature before installation with integrated switch

UL Listed & UL Classified

Suitable for wet locations

Energy Star V2.2:

This product is Energy Star® Version 2.2 Certified.

California Title 24:

Can be used to conform with the requirements of California Title 24 Part 6

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims as low as 10%

Input Voltage:

120V through 277V

Operating Frequency:

50/60Hz

Lifespan:

50,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

LEDs:

Long-life, high-efficacy surface-mount LEDs

R9 Value:

High color performance with R9 greater than or equal to 50

Flicker:

Silent and flicker free operations of less than 30%

IC Rated:

Suitable for direct contact with insulation

Air Tight:

Housing certified Air Tight as per ASTM E283

Trim:

Smooth Trim

Housing:

Constructed from durable steel sheet metal

Maximum Ambient Temperature:

Suitable for use in 40°C (104°F)

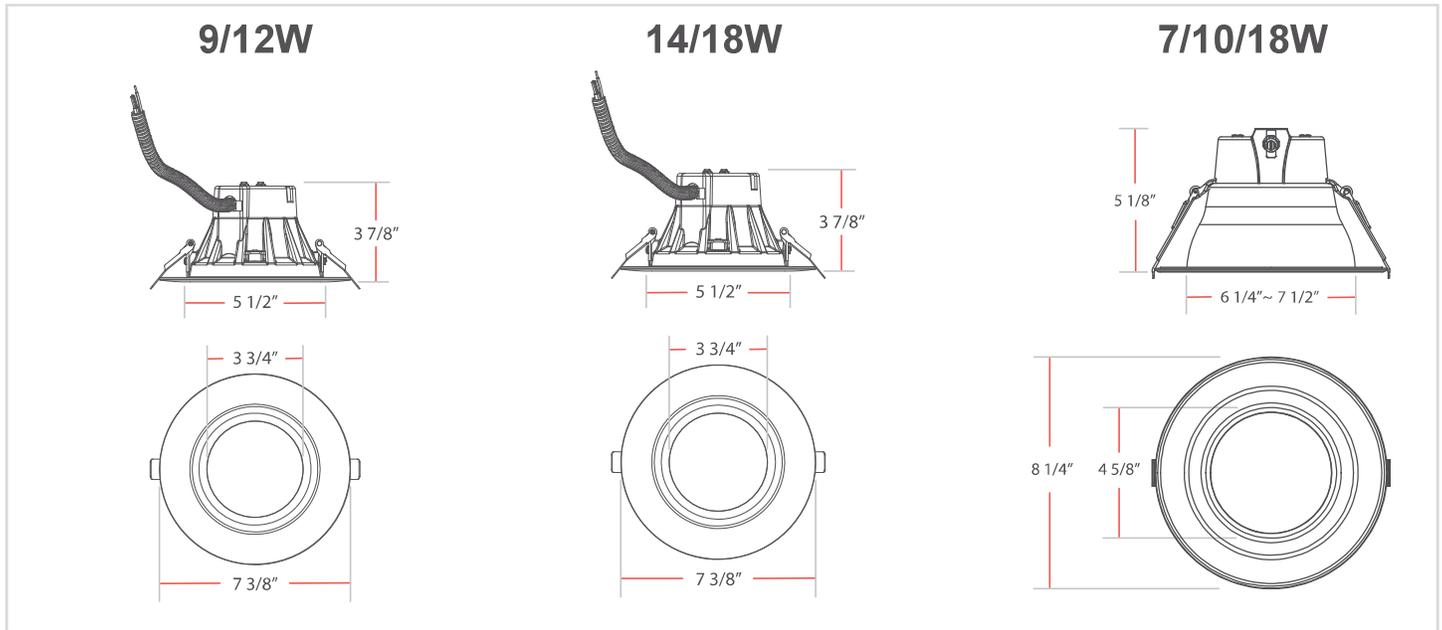
Finish:

Matte White

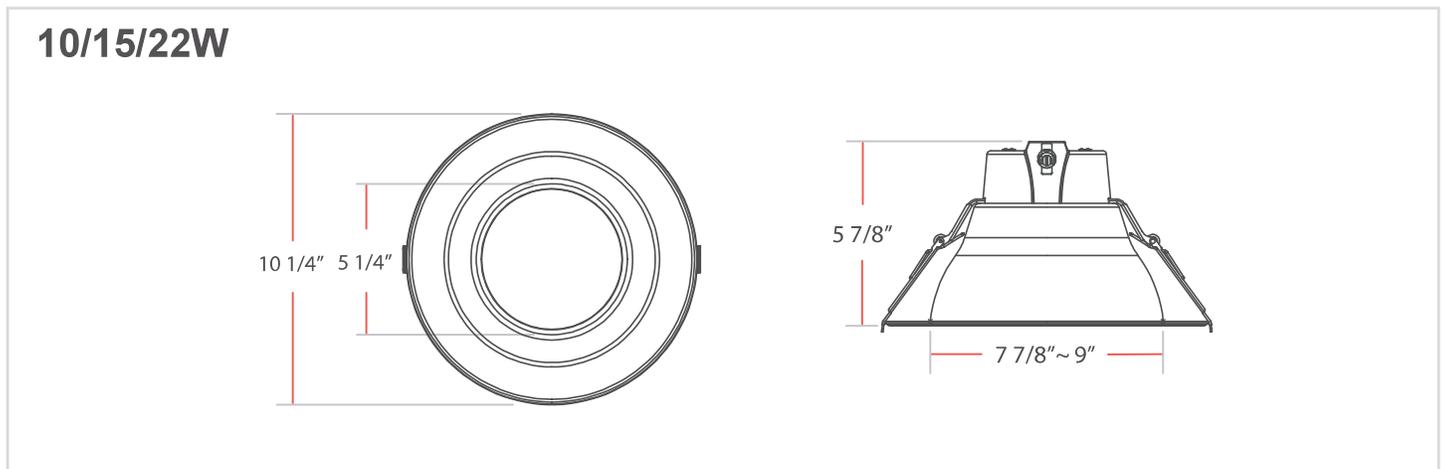
Dimensions

RAB

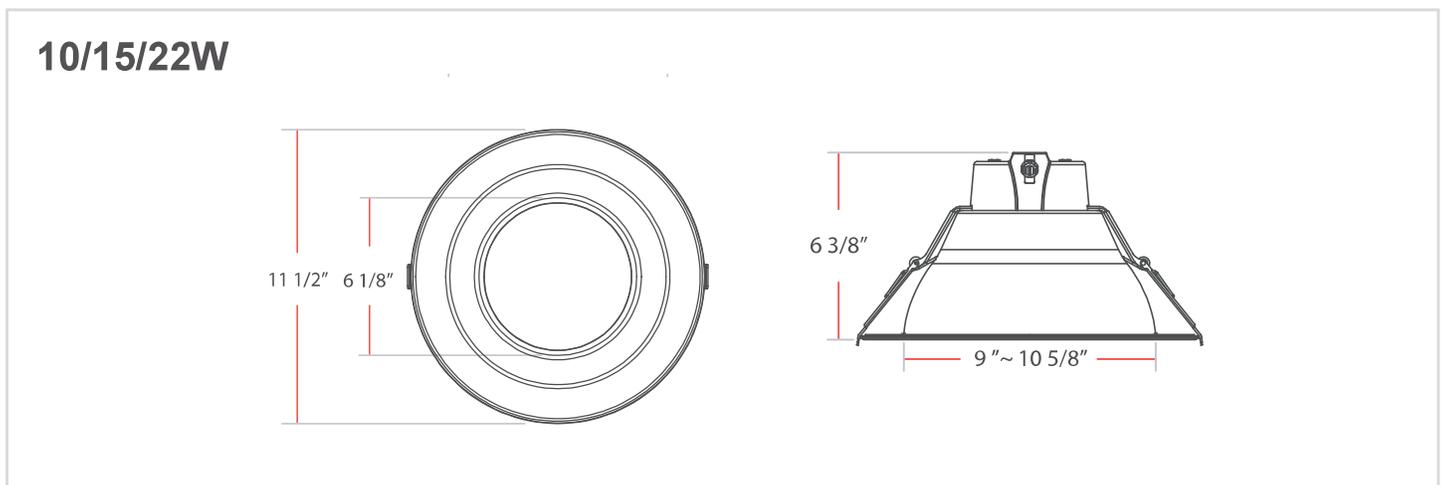
6"



8"



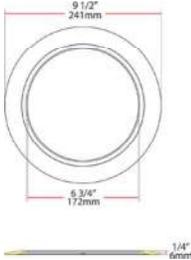
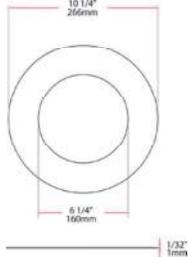
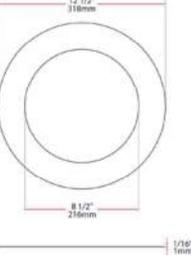
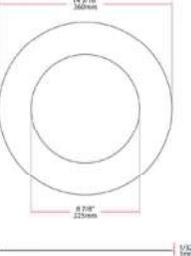
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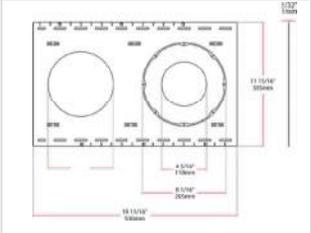
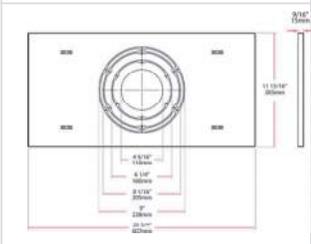
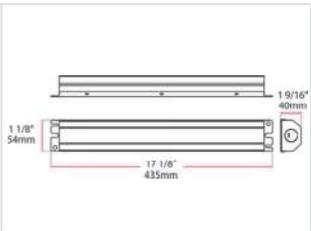
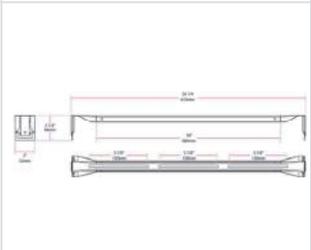


Performance

RAB

2 Lumen Output	Size	Wattage	Lumens	Efficacy (lm/W)	Color Accuracy (CRI)
C6R9/129FAUNVW 3000K 3500K 4000K	6"	9/12	700 lm 900 lm	78	90
C6R14/189FAUNVW 3000K 3500K 4000K	6"	14/18	1200 lm 1500 lm	86	90
3 Lumen Output	Size	Wattage	Lumens	Efficacy (lm/W)	Color Accuracy (CRI)
C6R7/10/189FAUNVW 3000K 3500K 4000K	6"	7/10/18	700 lm 1000 lm 1500 lm	100	90
C8R10/15/229FAUNVW 3000K 3500K 4000K	8"	10/15/22	1000 lm 1500 lm 2000 lm	100	90
C9.5R20/25/329FAUNVW 3000K 3500K 4000K	9.5"	20/25/32	2000 lm 2500 lm 3000 lm	100	90

Images	SKU Number	Description	Construction	Dimensions	Case Qty
Goof Rings - Plastic					
	<p>DL6-8GOOF/R/P</p>	<p>6" Goof Ring for 6" Downlight - 2 Lumen Output Models</p>	<p>Robust Polycarbonate construction. Matte White Finish</p>		
Goof Rings - Metal					
	<p>DL8-10GOOF/R/M</p>	<p>10" Goof Ring for 8" Downlight - 3 Lumen Output Model</p>	<p>High-quality steel construction White powder coat finish</p>		
	<p>DL10-12GOOF/R/M</p>	<p>12" Goof Ring for 9.5" Downlight - 3 Lumen Output Model</p>	<p>High-quality steel construction White powder coat finish</p>		
	<p>DL12-14GOOF/R/M</p>	<p>12" Goof Ring for 9.5" Downlight - 3 Lumen Output Model</p>	<p>High-quality steel construction White powder coat finish</p>		

Mounting Plates					
	<p>DLPLATE/SJ</p>	<p>New Construction Plate for Stud/ Joist mounting for use with 4", 6" smooth and baffle models</p>	<p>Sturdy galvanized steel construction</p>		<p>10</p>
	<p>DLPLATE/T</p>	<p>New Construction or Remodel Plate for T-Grid ceilings for use with 4", 6" smooth and baffle models</p>	<p>Sturdy galvanized steel construction</p>		<p>10</p>
Emergency Driver					
	<p>DRI-25-EMGR-DC</p>	<p>Emergency Driver</p>	<p>Sturdy galvanized steel construction</p>		<p>4</p>
	<p>BRACKET_TG_DRI</p>	<p>T-Grid bracket for Emergency Driver</p>	<p>Sturdy galvanized steel construction</p>		<p>12</p>

Ordering Matrix

RAB

Product	Size	Shape	Wattage	CRI/Color Temp	Voltage	Finish
C		R		9FA	UNV	W
	6 6" 8 8" 9.5 9.5"	R Round	700lm-1500lm 7/10/18 700lm-900lm 9/12 1000lm-2000lm 10/15/22 1200lm-1500lm 14/18 2000lm-3000lm 20/25/32	9FA 90 CRI, Field Adjustable	120-277V UNV	W White



RSX2 LED Area Luminaire

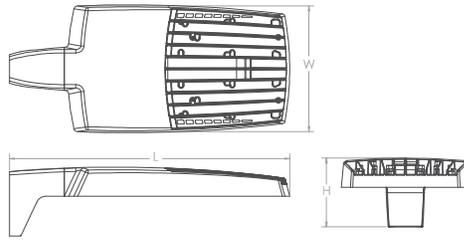


Catalog Number	RSX2 LED P6 40K SPA FAO DDBXD
Notes	
Type	

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA (ft ² @0°):	0.69 ft ² (0.06 m ²)
Length:	29.3" (74.4 cm) (SPA mount)
Width:	13.4" (34.0 cm)
Height:	3.0" (7.6 cm) Main Body 7.2" (18.3 cm) Arm
Weight: (SPA mount)	30.0 lbs (13.6 kg)



Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX2 delivers 11,000 to 31,000 lumens allowing it to replace 250W to 1000W HID luminaires.

The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

Ordering Information

EXAMPLE: RSX2 LED P6 40K R3 MVOLT SPA DDBXD

RSX2 LED	P6	40K	R5	MVOLT	SPA
Series	Performance Package	Color Temperature	Distribution	Voltage	Mounting
RSX2 LED	P1 P2 P3 P4 P5 P6	30K 3000K 40K 4000K 50K 5000K	R2 Type 2 Wide R3 Type 3 Wide R3S Type 3 Short R4 Type 4 Wide R4S Type 4 Short R5 Type 5 Wide¹ R5S Type 5 Short ¹ AFR Automotive Front Row AFRR90 Automotive Front Row Right Rotated AFRL90 Automotive Front Row Left Rotated	MVOLT (120V-277V) ² HVOLT (347V-480V) ³ XVOLT (277V-480V) ⁴ (use specific voltage for options as noted) 120 ³ 277 ⁵ 208 ³ 347 ⁵ 240 ³ 480 ⁵	SPA Square pole mounting (3.0" min. SQ pole for 1 at 90°, 3.5" min. SQ pole for 2, 3, 4 at 90°) RPA Round pole mounting (3.2" min. dia. RND pole for 2, 3, 4 at 90°, 3.0" min. dia. RND pole for 1 at 90°, 2 at 180°, 3 at 120°) MA Mast arm adaptor (fits 2-3/8" OD horizontal tenon) IS Adjustable slipfitter (fits 2-3/8" OD tenon) ⁶ WBA Wall bracket ¹ WBASC Wall bracket with surface conduit box AASP Adjustable tilt arm square pole mounting ⁶ AARP Adjustable tilt arm round pole mounting ⁶ AAWB Adjustable tilt arm with wall bracket ⁶ AAWSC Adjustable tilt arm wall bracket and surface conduit box ⁶

FAO	DDBXD
Options	Finish
Shipped Installed HS House-side shield ⁷ PE Photocontrol, button style ^{8,9} PEX Photocontrol external threaded, adjustable ^{9,10} PER7 Seven-wire twist-lock receptacle only (no controls) ^{9,11,12,13} CE34 Conduit entry 3/4" NPT (Qty 2) SF Single fuse (120, 277, 347) ⁵ DF Double fuse (208, 240, 480) ⁵ SPD20KV 20KV Surge pack (10KV standard) FAO Field adjustable output^{9,13} DMG 0-10V dimming extend out back of housing for external control (control ordered separate) ^{9,13} DS Dual switching ^{9,14}	DDBXD Dark Bronze DBLXD Black DNAXD Natural Aluminum DWHXD White DDBTXD Textured Dark Bronze DBLTXD Textured Black DNATXD Textured Natural Aluminum DWHGXD Textured White
Shipped Installed *Standalone and Networked Sensors/Controls (factory default settings, see table page 9) NLTAIR2 nLight AIR generation 2 ^{13,15,16} PIRHN Networked, Bi-Level motion/ambient sensor (for use with NLTAIR2) ^{13,14,17} *Note: PIRHN with nLight Air can be used as a standalone dimming sensor with out-of-box settings or as a wireless networked solution. See factory default settings table. Sensor coverage pattern is affected when luminaire is tilted.	
Shipped Separately (requires some field assembly) EGS External glare shield ⁵ EGFV External glare full visor (360° around light aperture) ⁷ BS Bird spikes ¹⁸	



Ordering Information

Accessories

Ordered and shipped separately.

RSX2HS	RSX2 House side shield (includes 2 shields)
RSX2EGS (FINISH) U	External glare shield (specify finish)
RSX2HSFRR (FINISH) U	RSX2 House side shields for AFR rotated optics (includes 2 shields)
RSX2EGFV (FINISH) U	External glare full visor (specify finish)
RSXRPA (FINISH) U	RSX Universal round pole adaptor plate (specify finish)
RSXWBA (FINISH) U	RSX WBA wall bracket (specify finish) ¹
RSXSBC (FINISH) U	RSX Surface conduit box (specify finish, for use with WBA, WBA not included)
DLL127F 1.5 JU	Photocell -SSL twist-lock (120-277V) ¹⁹
DLL347F 1.5 CUL JU	Photocell -SSL twist-lock (347V) ¹⁹
DLL480F 1.5 CUL JU	Photocell -SSL twist-lock (480V) ¹⁹
DSHORT SBK U	Shorting cap ¹⁹

NOTES

- 1 Any Type 5 distribution, is not available with WBA.
- 2 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- 3 HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
- 4 XVOLT driver not available with P1. XVOLT driver operates on any line voltage from 277V-480V (50/60 Hz). XVOLT not available with fusing (SF or DF) and not available with PE or PEX.
- 5 Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- 6 Maximum tilt: is 90° above horizontal.
- 7 It may be ordered as an accessory.
- 8 Requires MVOLT or 347V.
- 9 Not available in combination with other light sensing control options (following options cannot be combined: PE, PEX, PER7, FAO, DMG, DS, PIRHN).
- 10 Requires 120V, 208V, 240V, or 277V.

- 11 Twistlock photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included. Dimming leads capped for future use.
- 12 For units with option PER7, the mounting must be restricted to +/- 45° from horizontal aim per ANSI C136.10-2010.
- 13 Two or more of the following options cannot be combined including DMG, DS, PER7, FAO and PIRHN.
- 14 DS only available on performance package P5 and P6.
- 15 Must be ordered with PIRHN.
- 16 Requires MVOLT or HVOLT.
- 17 Must be ordered with NLTAIR2. For additional information on PIRHN visit [here](#).
- 18 Must be ordered with fixture for factory pre-drilling.
- 19 Requires luminaire to be specified with PER7 option. Ordered and shipped as a separate line item from Acuity Brands Controls.

External Shields



House Side Shield



External Glare Shield

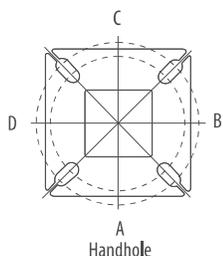


External 360 Full Visor

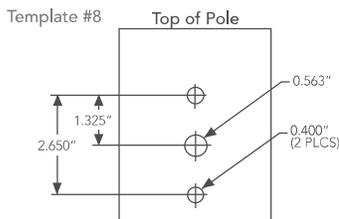
Pole/Mounting Information

Accessories including bullhorns, cross arms and other adapters are available under the accessories tab at Lithonia's Outdoor Poles and Arms product page. Click here to visit [Accessories](#).

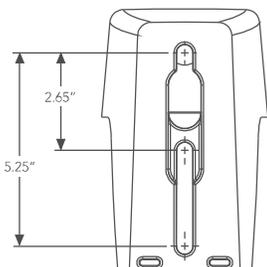
HANDHOLE ORIENTATION



RSX POLE DRILLING



RSX STANDARD ARM & ADJUSTABLE ARM



Round Tenon Mount - Pole Top Slipfitters

Tenon O.D.	RSX Mounting	Single	2 at 180°	2 at 90°	3 at 120°	3 at 90°	4 at 90°
2 - 3/8"	RPA, AARP	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 320	AS3-5 390	AS3-5 490
2 - 7/8"	RPA, AARP	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	RPA, AARP	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

Drill/Side Location by Configuration Type

Drilling Template	Mounting Option	Single	2 @ 180	2 @ 90	3 @ 120	3 @ 90	4 @ 90
	Head Location	Side B	Side B & D	Side B & C	Round Pole Only	Side B, C & D	Side A, B, C & D
#8	Drill Nomenclature	DM19AS	DM28AS	DM29AS	DM32AS	DM39AS	DM49AS

RSX2 - Luminaire EPA

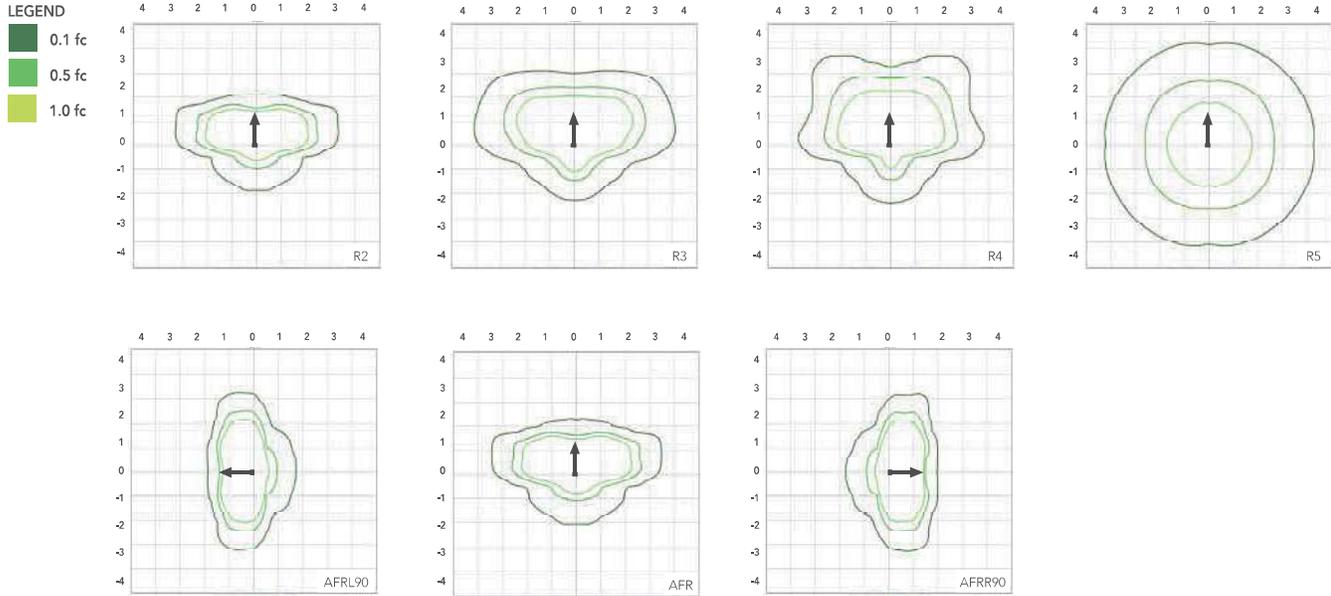
*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Fixture Quantity & Mounting Configuration	Single	2 @ 90	2 @ 180	3 @ 90	3 @ 120	4 @ 90	2 Side by Side	3 Side by Side	4 Side by Side	
SPA - Square Pole Adaptor	0.69	1.22	1.27	1.8	1.61	2.39	1.37	2.06	2.74	
RPA - Round Pole Adaptor	0.74	1.27	1.37	1.9	1.71	2.49	1.42	2.16	2.84	
MA - Mast Arm Adaptor	0.61	1.14	1.11	1.64	1.45	2.23	1.29	1.9	2.58	
IS - Integral Slipfitter AASP/AARP - Adjustable Arm Square/Round Pole	0°	0.69	1.22	1.27	1.8	1.61	2.39	1.37	2.06	2.74
	10°	0.53	1.06	1.05	1.58	1.37	2.08	1.06	1.59	2.12
	20°	0.52	1.02	1.03	1.52	1.33	2.02	1.03	1.55	2.07
	30°	0.64	1.11	1.18	1.63	1.45	2.21	1.27	1.91	2.54
	40°	0.81	1.21	1.35	1.74	1.65	2.39	1.62	2.43	3.23
	45°	0.91	1.25	1.5	1.81	1.75	2.48	1.82	2.73	3.64
	50°	1.34	1.83	2.17	2.61	2.56	3.62	2.68	4.02	5.36
	60°	2.2	2.97	3.57	4.24	4.17	5.89	4.41	6.61	8.82
	70°	2.86	4.13	4.7	5.89	5.71	8.21	5.71	8.57	11.42
	80°	3.4	5.13	5.67	7.34	7.09	10.21	6.79	10.19	13.59
90°	3.85	5.96	6.55	8.58	8.31	11.88	7.70	11.56	15.41	

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's RSX Area homepage.

Isofootcandle plots for the RSX2 LED P6 40K. Distances are in units of mounting height (30').



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-50°C (32-122°F).

Ambient	Ambient	Lumen Multiplier
0°C	32°F	1.05
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97
45°C	113°F	0.96
50°C	122°F	0.95

Electrical Load

Performance Package	System Watts (W)	Current (A)					
		120V	208V	240V	277V	347V	480V
P1	71W	0.59	0.34	0.30	0.26	0.20	0.15
P2	111W	0.93	0.53	0.46	0.40	0.32	0.23
P3	147W	1.23	0.70	0.61	0.53	0.42	0.31
P4	187W	1.55	0.90	0.78	0.68	0.53	0.38
P5	210W	1.75	1.01	0.87	0.76	0.60	0.44
P6	244W	2.03	1.17	1.01	0.88	0.70	0.51

Projected LED Lumen Maintenance

Operating Hours	50,000	75,000	100,000
Lumen Maintenance Factor	>0.97	>0.95	>0.92

Values calculated according to IESNA TM-21-11 methodology and valid up to 40°C.

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

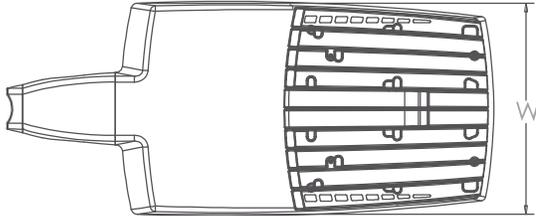
Performance Package	System Watts	Distribution Type	30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
			Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	71W	R2	10,040	2	0	1	139	11,031	2	0	1	153	11,031	2	0	1	153
		R3	10,005	2	0	2	141	10,992	2	0	2	155	10,992	2	0	2	155
		R3S	10,271	2	0	2	143	11,285	2	0	2	157	11,285	2	0	2	157
		R4	10,136	2	0	2	143	11,136	2	0	2	157	11,136	2	0	2	157
		R4S	9,779	2	0	2	138	10,744	2	0	2	151	10,744	2	0	2	151
		R5	10,271	4	0	2	145	11,285	4	0	2	159	11,285	4	0	2	159
		R5S	10,544	3	0	1	149	11,585	3	0	2	163	11,585	3	0	2	163
		AFR	10,026	2	0	1	141	11,016	2	0	1	155	11,016	2	0	1	155
		AFRR90	10,122	3	0	2	140	11,121	3	0	2	154	11,121	3	0	2	154
		AFRL90	10,164	3	0	2	141	11,167	3	0	2	155	11,167	3	0	2	155
P2	111W	R2	15,712	2	0	2	138	17,263	2	0	2	151	17,263	2	0	2	151
		R3	15,657	2	0	3	141	17,202	3	0	3	155	17,202	3	0	3	155
		R3S	16,075	2	0	2	141	17,661	2	0	2	155	17,661	2	0	2	155
		R4	15,862	2	0	3	143	17,427	2	0	3	157	17,427	2	0	3	157
		R4S	15,304	2	0	2	138	16,815	2	0	2	151	16,815	2	0	2	151
		R5	16,075	4	0	2	145	17,661	5	0	3	159	17,661	5	0	3	159
		R5S	16,502	4	0	2	149	18,130	4	0	2	163	18,130	4	0	2	163
		AFR	15,691	2	0	2	141	17,240	2	0	2	155	17,240	2	0	2	155
		AFRR90	15,841	3	0	3	139	17,404	4	0	3	153	17,404	4	0	3	153
		AFRL90	15,907	3	0	3	139	17,477	4	0	3	153	17,477	4	0	3	153
P3	147W	R2	19,855	3	0	2	132	21,814	3	0	2	145	21,814	3	0	2	145
		R3	19,785	3	0	3	135	21,737	3	0	4	148	21,737	3	0	4	148
		R3S	20,312	3	0	3	135	22,317	3	0	3	149	22,317	3	0	3	149
		R4	20,044	3	0	3	136	22,022	3	0	4	150	22,022	3	0	4	150
		R4S	19,339	3	0	3	132	21,247	3	0	3	145	21,247	3	0	3	145
		R5	20,313	5	0	3	138	22,317	5	0	3	152	22,317	5	0	3	152
		R5S	20,852	4	0	2	142	22,910	4	0	2	156	22,910	4	0	2	156
		AFR	19,828	3	0	2	135	21,785	3	0	2	148	21,785	3	0	2	148
		AFRR90	20,017	4	0	3	133	21,992	4	0	3	147	21,992	4	0	3	147
		AFRL90	20,101	4	0	3	134	22,084	4	0	3	147	22,084	4	0	3	147
P4	187W	R2	22,836	3	0	2	120	25,090	3	0	2	132	25,090	3	0	2	132
		R3	22,756	3	0	4	122	25,002	3	0	4	134	25,002	3	0	4	134
		R3S	23,363	3	0	3	123	25,668	3	0	3	135	25,668	3	0	3	135
		R4	23,054	3	0	4	123	25,329	3	0	4	135	25,329	3	0	4	135
		R4S	22,243	3	0	3	119	25,059	3	0	3	134	25,059	3	0	3	134
		R5	23,363	5	0	3	125	25,669	5	0	4	137	25,669	5	0	4	137
		R5S	23,983	4	0	2	128	26,350	4	0	2	141	26,350	4	0	2	141
		AFR	22,806	3	0	2	122	25,056	3	0	2	134	25,056	3	0	2	134
		AFRR90	23,023	4	0	3	121	25,295	4	0	3	133	25,295	4	0	3	133
		AFRL90	23,120	4	0	3	122	25,401	4	0	3	134	25,401	4	0	3	134
P5	210W	R2	26,141	3	0	2	122	28,721	3	0	2	135	28,721	3	0	2	135
		R3	26,049	3	0	4	124	28,620	3	0	4	136	28,620	3	0	4	136
		R3S	26,744	3	0	3	125	29,383	3	0	4	138	29,383	3	0	4	138
		R4	26,390	3	0	4	126	28,994	3	0	4	138	28,994	3	0	4	138
		R4S	25,462	3	0	3	121	27,974	3	0	3	133	27,974	3	0	3	133
		R5	26,744	5	0	4	127	29,383	5	0	4	140	29,383	5	0	4	140
		R5S	27,454	4	0	2	131	30,163	4	0	2	144	30,163	4	0	2	144
		AFR	26,106	3	0	2	124	28,682	3	0	2	137	28,682	3	0	2	137
		AFRR90	26,354	4	0	3	123	28,955	5	0	3	136	28,955	5	0	3	136
		AFRL90	26,465	4	0	3	124	29,077	5	0	3	136	29,077	5	0	3	136
P6	244W	R2	27,646	3	0	2	112	30,374	3	0	2	123	30,374	3	0	2	123
		R3	27,549	3	0	4	113	30,267	3	0	4	124	30,267	3	0	4	124
		R3S	28,283	3	0	3	115	31,075	3	0	4	126	31,075	3	0	4	126
		R4	27,909	3	0	4	114	30,663	3	0	4	126	30,663	3	0	4	126
		R4S	26,928	3	0	3	110	29,585	3	0	3	121	29,585	3	0	3	121
		R5	28,284	5	0	4	116	31,075	5	0	4	127	31,075	5	0	4	127
		R5S	29,035	4	0	2	119	31,900	5	0	3	131	31,900	5	0	3	131
		AFR	27,608	3	0	2	112	30,332	3	0	2	123	30,332	3	0	2	123
		AFRR90	27,872	4	0	3	113	30,622	5	0	3	124	30,622	5	0	3	124
		AFRL90	27,989	4	0	3	113	30,751	5	0	3	125	30,751	5	0	3	125

Dimensions & Weights

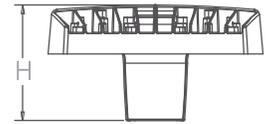
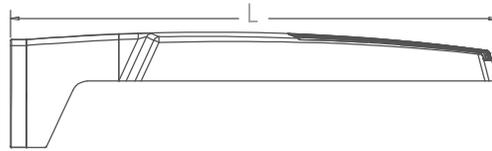
Luminaire Weight by Mounting Type

Mounting Configuration	Total Luminaire Weight
SPA	30 lbs
RPA	32 lbs
MA	30 lbs
WBA	33 lbs
WBASC	36 lbs
IS	33 lbs
AASP	33 lbs
AARP	35 lbs
AAWB	36 lbs
AAWSC	39 lbs

RSX2 with Round Pole Adapter (RPA)



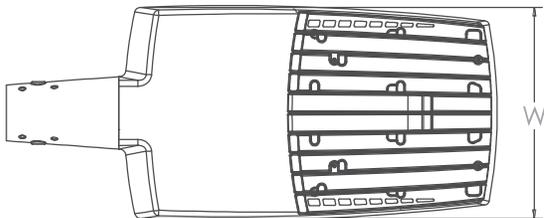
Length: 30.3" (77.0 cm)
 Width: 13.4" (34.0 cm)
 Height: 3.0" (7.6 cm) Main Body
 7.2" (18.3 cm) Arm



Note: RPA — Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.



RSX2 with Mast Arm Adapter (MA)



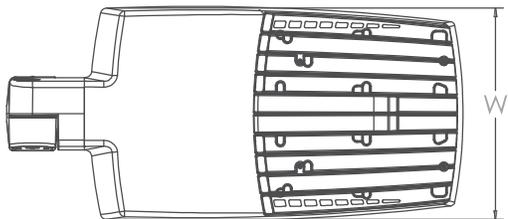
Length: 30.6" (77.7 cm)
 Width: 13.4" (34.0 cm)
 Height: 3.0" (7.6 cm) Main Body
 3.5" (8.9 cm) Arm



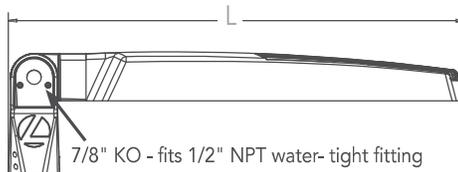
7/16" locking thru bolt/nut provided



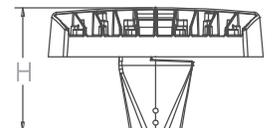
RSX2 with Adjustable Slipfitter (IS)



Length: 28.3" (71.9 cm)
 Width: 13.4" (34.0 cm)
 Height: 3.0" (7.6 cm) Main Body
 7.6" (19.3 cm) Arm

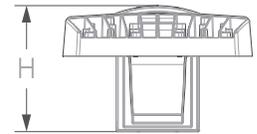
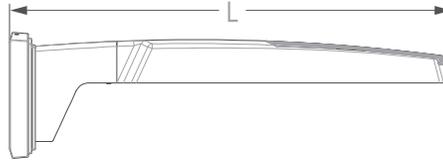
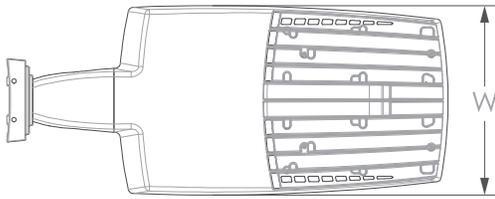


7/8" KO - fits 1/2" NPT water-tight fitting



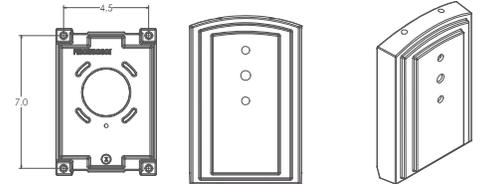
Dimensions

RSX2 with Wall Bracket (WBA)

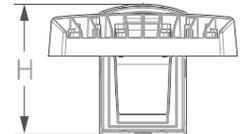
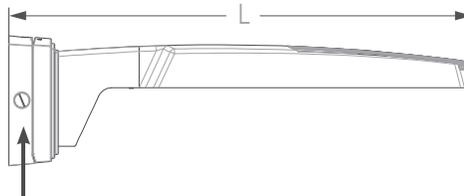
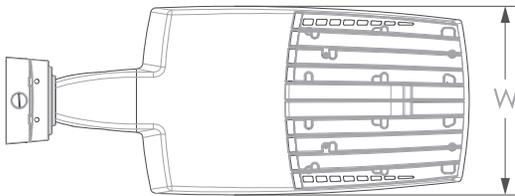


Length: 31.2" (79.2 cm)
 Width: 13.4" (41.7 cm)
 Height: 3.0" (7.6 cm) Main Body
 8.9" (22.6 cm) Arm

Wall Bracket (WBA) Mounting Detail



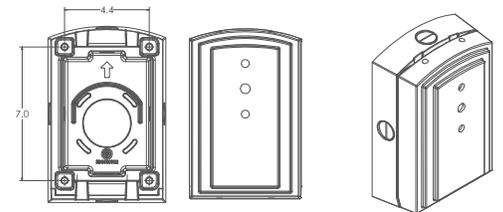
RSX2 with Wall Bracket with Surface Conduit Box (WBASC)



3/4" NPT taps with plugs - Qty (4) provided

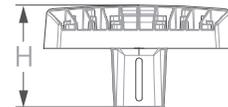
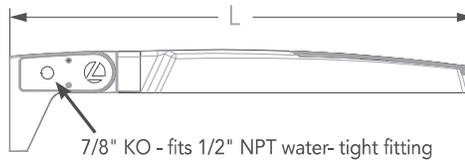
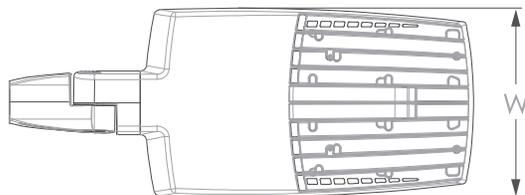
Length: 32.8" (83.3 cm)
 Width: 13.4" (41.7 cm)
 Height: 3.0" (7.6 cm) Main Body
 9.2" (23.4 cm) Arm

Surface Conduit Box (SCB) Mounting Detail



Dimensions

RSX2 with Adjustable Tilt Arm - Square or Round Pole (AASP or AARP)



Length: 32.8" (83.3 cm) **AASP**
 33.8" (85.9 cm) **AARP**
 Width: 13.4" (34.0 cm)
 Height: 3.0" (7.6 cm) Main Body
 7.2" (18.2 cm) Arm



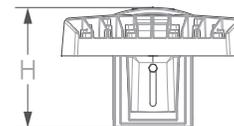
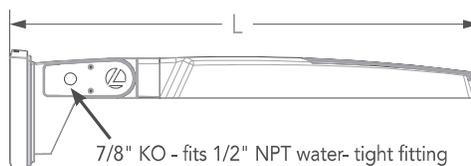
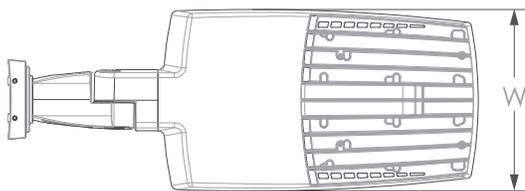
NOTE:
 RPA - Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.

Notes

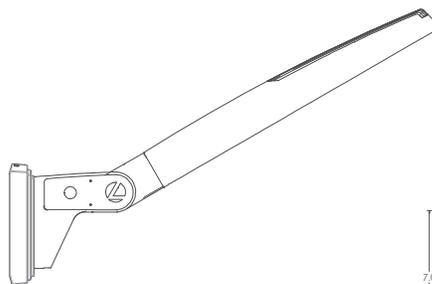
AASP: Requires 3.0" min. square pole for 1 at 90°. Requires 3.5" min. square pole for mounting 2, 3, 4 at 90°.

AARP: Requires 3.2" min. dia. round pole for 2, 3, 4 at 90°. Requires 3.0" min. dia. round pole for mounting 1 at 90°, 2 at 180°, 3 at 120°.

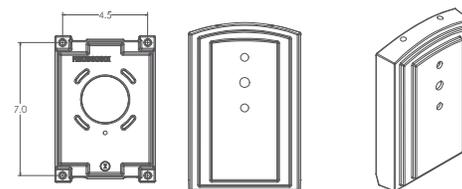
RSX2 with Adjustable Tilt Arm with Wall Bracket (AAWB)



Length: 34.7" (88.0 cm)
 Width: 13.4" (34.0 cm)
 Height: 3.0" (7.6 cm) Main Body
 8.9" (22.6 cm) Arm

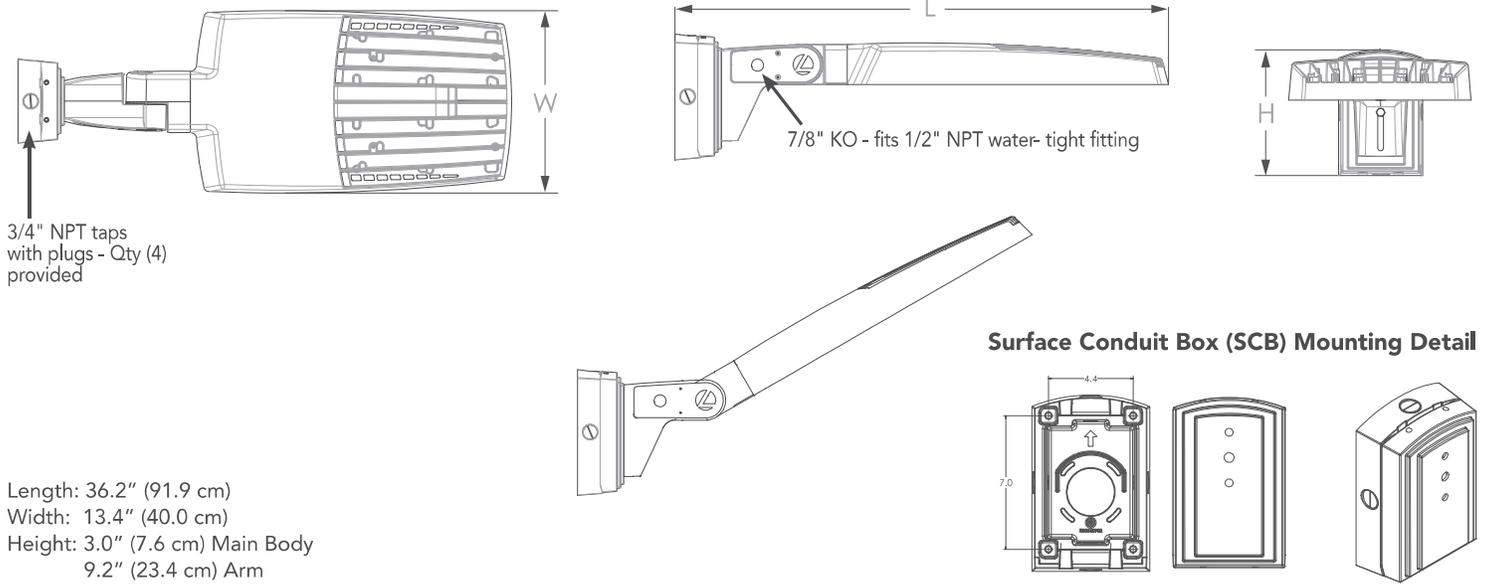


Wall Bracket (WBA) Mounting Detail

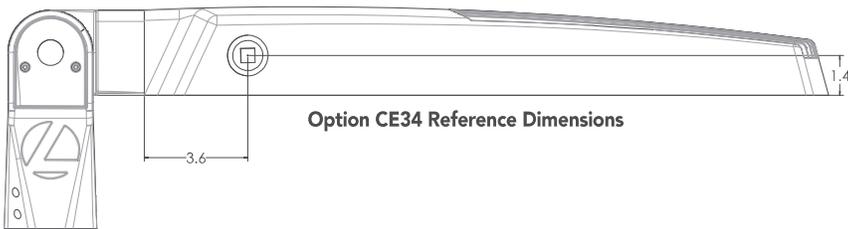


Dimensions

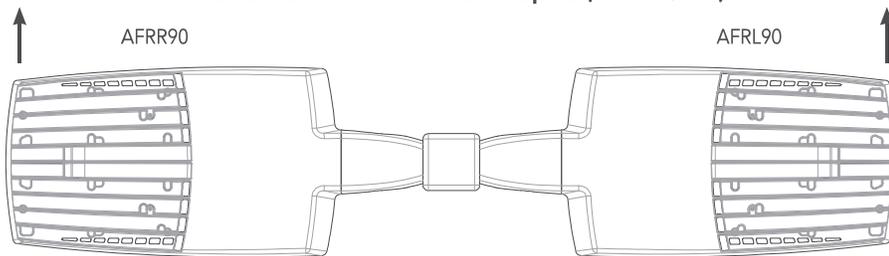
RSX2 with Adjustable Tilt Arm with Wall Bracket and Surface Conduit Box (AAWSC)



Additional Reference Drawings

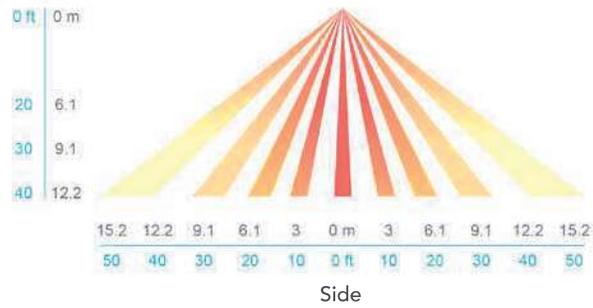
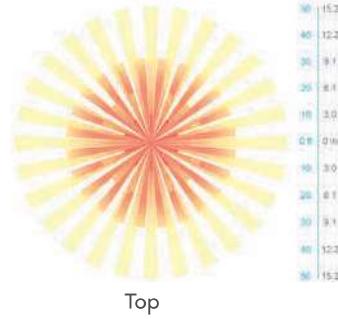
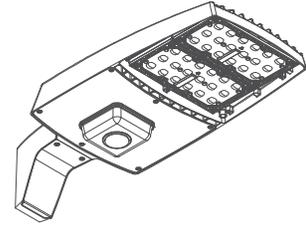


Automotive Front Row - Rotated Optics (AFRL90/R90)



(Example: 2@180 - arrows indicate direction of light exiting the luminaire)

NLTAIR2 PIRHN nLight Sensor Coverage Pattern



Motion Sensor Default Settings - Option PIRHN						
Option	Dimmed State (unoccupied)	High Level (when occupied)	Photocell Operation	Dwell Time (occupancy time delay)	Ramp-up Time (from unoccupied to occupied)	Ramp-down Time (from occupied to unoccupied)
NLTAIR2 PIRHN	Approx. 30% Output	100% Output	Enabled @ 1.5FC	7.5 minutes	3 seconds	5 minutes

*Note: NLTAIR2 PIRHN default settings including photocell set-point, high/low dim rates, and occupancy sensor time delay are all configurable using the Clarity Pro App. Sensor coverage pattern shown with luminaire at 0°. Sensor coverage pattern is affected when luminaire is tilted.

FEATURES & SPECIFICATIONS

INTENDED USE

The RSX LED area family is designed to provide a long-lasting, energy-efficient solution for the one-for-one replacement of existing metal halide or high pressure sodium lighting. The RSX2 delivers 11,000 to 31,000 lumens and is ideal for replacing 250W to 1000W HID pole-mounted luminaires in parking lots and other area lighting applications.

CONSTRUCTION AND DESIGN

The RSX LED area luminaire features a rugged die-cast aluminum main body that uses heat-dissipating fins and flow-through venting to provide optimal thermal management that both enhances LED performance and extends component life. Integral “no drill” mounting arm allows the luminaire to be mounted on existing pole drillings, greatly reducing installation labor. The light engines and housing are sealed against moisture and environmental contaminants to IP66. The low-profile design results in a low EPA, allowing pole optimization. Vibration rated per ANSI C136.31: 3G Mountings: Include SPA, RPA, MA, IS, AASP, AARP rated for 3G vibration. 1.5G Mountings: Include WBA, WBASC, AAWB and AAWSC rated for 1.5G vibration.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures superior adhesion as well as a minimum finish thickness of 3 mils. The result is a high-quality finish that is warranted not to crack or peel.

OPTICS

Precision acrylic refractive lenses are engineered for superior application efficiency, distributing the light to where it is needed most. Available in short and wide pattern distributions including Type 2, Type 3, Type 3S, Type 4, Type 4S, Type 5, Type 5S, AFR (Automotive Front Row) and AFR rotated AFRR90 and ARFL90.

ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted on metal-core circuit boards and aluminum heat sinks to maximize heat dissipation. Light engines are IP66 rated. LED lumen maintenance is >L92/100,000 hours. CCT's of 3000K, 4000K and 5000K (minimum 70 CRI) are available. Class 1 electronic drivers ensure system power factor >90% and THD <20%. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS

The RSX LED area luminaire has a wide assortment of control options. Dusk to dawn controls include MVOLT and 347V button-type photocells and NEMA twist-lock photocell receptacles.

nLIGHT AIR CONTROLS

The RSX LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing with photocontrol functionality and is suitable for mounting heights up to 40 feet. No commissioning is required when using factory default settings that provide basic stand-alone motion occupancy dimming that is switched on and off with a built-in photocell. See chart above for motion sensor default out-of-box settings. For more advanced wireless functionality, such as group dimming, nLight AIR can be commissioned using a smartphone and the easy-to-use CLAIRITY app. nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclipse. Additional information about nLight Air can be found [here](#).

INSTALLATION

Integral “no-drill” mounting arm allows for fast, easy mounting using existing pole drillings. Select the “SPA” option for square poles and the “RPA” option to mount to round poles. Note, the RPA mount can also be used for mounting to square poles by omitting the RPA adapter plate. Select the “MA” option to attach the luminaire to a 2 3/8” horizontal mast arm or the “IS” option for an adjustable slipfitter that mounts on a 2 3/8” OD tenon. The adjustable slipfitter has an integral junction box and offers easy installation. Can be tilted up to 90° above horizontal. Additional mountings are available including a wall bracket, adjustable tilt arm for direct-to-pole and wall and a surface conduit box for wall mount applications.

LISTINGS

CSA Certified to meet U.S. and Canadian standards. Suitable for wet locations. Rated for -40°C minimum ambient. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or 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. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/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

Contractor Select™
COMPACT PRO™
 LED Round High Bay



The Compact Pro High Bay (CPRB) is a budget-oriented high bay designed specifically with the contractor in mind. Its compact design makes it easier and quicker to install. Compact Pro is built with quality to last and performance to meet the needs of the job, making it the best choice for affordable and reliable light-duty industrial applications like warehouses, gymnasiums, and multiple purpose rooms.

FEATURES:

- Compact design saves time and money during installation.
- Patent pending innovative control lens.
- Robust 6kV surge protection per ANSI standards for Industrial environments.
- Operates up to 55°C ambient.
- Standard with permanently attached die-cast aluminum hook with safety latch. Patent pending. Also includes 7' safety chain.
- 0-10V dimming driver standard for 10% to 100% dimming capabilities.



Catalog number	UPC	Description	Lumens	Input watts	Color temperature	Color rendering	Voltage	Distribution	Pallet Qty.
CPRB 18LM MVOLT 40K 80CRI DWH	00196182615429	LED Round High Bay	18,000	132	4000K	80	120-277	Medium	132
CPRB 24LM MVOLT 40K 80CRI DWH	00196182615498	LED Round High Bay	24,000	175	4000K	80	120-277	Medium	66
CPRB ALO13 UVOLT SWW9 80CRI DWH	00196182615023	LED Round High Bay	12000/15000/18000	83/106/132	4000/5000K	80	120-347	Medium	132
CPRB ALO13 UVOLT SWW9 80CRI DBL	00196182615054	LED Round High Bay	12000/15000/18000	83/106/132	4000/5000K	80	120-347	Medium	132
CPRB ALO14 UVOLT SWW9 80CRI DWH	00196182615061	LED Round High Bay	21000/24000/27000	148/175/195	4000/5000K	80	120-347	Medium	66
CPRB ALO14 UVOLT SWW9 80CRI DBL	00196182615078	LED Round High Bay	21000/24000/27000	148/175/195	4000/5000K	80	120-347	Medium	66

Accessories: Order as separate catalog number.	
<u>Mounting:</u>	
CPRBSMB	Surface mount bracket (galvanized)
JEBLMTG ADAPTER M12	3/4" reducer
LPM	Loop, male, damp location
JCBLSC120	10' safety cable
JCBLSC240	20' safety cable



Specifications

INTENDED USE:

Ideal one-for-one replacement of conventional lighting systems such as HID and fluorescent. For use in light Industrial applications such as, warehousing, gymnasiums, multi-purpose rooms, and other large indoor spaces. **Certain airborne contaminants can diminish integrity of acrylic and/or polycarbonate. [Click here for Acrylic-Polycarbonate Compatibility table for suitable uses.](#)**

Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. [Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.](#)

CONSTRUCTION:

Cast driver housing gives superior thermal performance. Patent pending polycarbonate lens diffuses light source and reduces glare while protecting LEDs and providing medium distribution. Available in two sizes with optional switchable lumens (12000/15000/18000 or 21000/24000/27000) and color temperatures (4000K/5000K). Static lumen and color temperature versions also available. Field installable sensors available.

FINISH:

Black and white finishes available on switchable units and static available in white only.

ELECTRICAL:

70% lumen maintenance at > 54,000 hours. Thermally protected driver standard with 0-10V dimming allowing for 10% to 100% dimming capability. Fixture comes standard with 6' power cord and 6' low voltage dimming cord. Luminaire surge protection level: designed to withstand up to 6kV/3kA per ANSI C82.77-5-2015 Multi-volt driver, 120-277V standard for static versions. UVOLT driver, 120-347V standard with switchable versions.

INSTALLATION:

Compact Pro™ package includes patent pending permanently attached hook with safety latch safety hook and 7' galvanized safety cable. 3/4" reducer available for stem or hook mounting. Optional surface mount bracket also available.

LISTINGS:

CSA listed. Damp location listed. IP54 rated. Designed for use in ambient temperatures ranging from -40°C to 55°C when suspended 18" off ceiling; with the exception of AL014 which has a -37° C starting temperature.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/OPL 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

Lumens package	Length	Width	Depth	Weight
	Dimensions shown in inches (centimeters)			Shown in pounds (kg)
18LM	12.98	12.98	3.16	5
24LM	15.14	15.14	3.35	6.1
AL013	12.98	12.98	3.16	5
AL014	15.14	15.14	3.35	6.1

Field installable sensors*	Utilizes sensor
CPRBSNSR MSD7 0V DWH KIT	MSD 7 WH 0V
CPRBSNSR MSD7 5V DWH KIT	MSD 7 WH 5V
CPRBSNSR MSD7 ADC 0V DWH KIT	MSD 7 ADC WH 0V
CPRBSNSR MSD7 ADC 5V DWH KIT	MSD 7 ADC WH 5V
CPRBSNSR MSD ADC 0V DWH KIT	MSD ADC WH 0V
CPRBSNSR MSD ADC 5V DWH KIT	MSD ADC WH 5V
CPRBSNSR MSD7 0V DBL KIT	MSD 7 WH 0V
CPRBSNSR MSD7 5V DBL KIT	MSD 7 WH 5V
CPRBSNSR MSD7 ADC 0V DBL KIT	MSD 7 ADC WH 0V
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CPRBSNSR RMSOD7 DWH KIT	RMSOD 7 ZT EXTDB 90D 50FC G2 J100
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CPRBSNSR RMSOD45A DWH KIT	RMSOD 45A ZT EXTDB 90D 50FC G2 J100
CPRBSNSR RMSOD45A DBL KIT	RMSOD 45A BW ZT EXTDB 90D 50FC G2 J100

* All sensor kits include sensor mounting plate in white (DWH) or black (DBL) to match your fixture.

ACCESSORIES



LPM



3/4" mounting adapter



CPRBSMB



Catalog Number
Notes
Type

Contractor Select™ COMPACT PRO™ LED High Bay



The Compact Pro High Bay (CPHB) is a budget-oriented high bay designed specifically with the contractor in mind. Its compact design makes it easier and quicker to install. Compact Pro is built with quality to last and performance to meet the needs of the job, making it the best choice for affordable and reliable light-duty industrial applications like warehouses.

FEATURES:

- Compact design saves time and money during installation
- Innovative Glare Control lens meets new DLC 5.1 standards
- Robust 6kV surge protection standard per ANSI standards for Industrial environments
- Operates up to 55°C ambient
- Includes mounting hardware (V-hook & 36" hanger chain)



Catalog Number	UPC	Description	Lumens	Input Watts	Color Temperature	Color Rendering	Voltage	Distribution	Pallet Qty.
CPHB 12LM MVOLT 40K	00194994608325	14" LED High Bay	12,261	88	4000 K	80 CRI	120-277V	Medium	204
CPHB 12LM MVOLT 50K	00194994429548	14" LED High Bay	12,342	88	5000 K	80 CRI	120-277V	Medium	204
CPHB 15LM MVOLT 40K	00194994429562	14" LED High Bay	14,857	104	4000 K	80 CRI	120-277V	Medium	204
CPHB 15LM MVOLT 50K	00194994429593	14" LED High Bay	14,955	104	5000 K	80 CRI	120-277V	Medium	204
CPHB 18LM MVOLT 40K	00194994608295	14" LED High Bay	18,364	134	4000 K	80 CRI	120-277V	Medium	204
CPHB 18LM MVOLT 50K	00194994429630	14" LED High Bay	18,485	134	5000 K	80 CRI	120-277V	Medium	204
CPHB 24LM MVOLT 40K	00194994429685	22" LED High Bay	24,890	174	4000 K	80 CRI	120-277V	Medium	102
CPHB 24LM MVOLT 50K	00194994429753	22" LED High Bay	25,054	174	5000 K	80 CRI	120-277V	Medium	102
CPHB 30LM MVOLT 40K	00194994429746	22" LED High Bay	30,298	214	4000 K	80 CRI	120-277V	Medium	102
CPHB 30LM MVOLT 50K	00194994429784	22" LED High Bay	30,498	214	5000 K	80 CRI	120-277V	Medium	102
CPHB AL013 MVOLT SWW9 80CRI DWH	00196183428561	14" LED High Bay	12000/15000/18000	89/115/140	4000K/5000K	80CRI	120-277V	Medium	204
CPHB AL016 MVOLT SWW9 80CRI DWH	00196183428578	22" LED High Bay	24000/27000/30000	177/205/222	4000K/5000K	80CRI	120-277V	Medium	102

More configurations are available. [Click here](http://www.acuitybrands.com) or visit www.acuitybrands.com and search for CPHB.

Accessories: Order as separate catalog number.	
Mounting:	Wire guards:
IBAC120 M100 Aircraft cable 10' with hook (one pair)	WGCPHBSM Wire guard for CPHB (12LM - 18LM)
IBAC240 M75 Aircraft cable 20' with hook (one pair)	WGCPHBMD Wire guard for CPHB (24LM - 30LM)
IBHMP Hook monopoint	
CPHBPMPSM Pendant Monopoint splice box with 3/4" hub (for 12LM - 18LM) ‡	
CPHBMPMD Pendant Monopoint splice box with 3/4" hub (for 24LM - 30LM) ‡	
ZACVH Aircraft 10' V hanger (one pair)	
THUN J2 Surface mount bracket ‡	

‡ Option Value Ordering Restrictions	
Option value	Restriction
CPHBPMPSM/MD	Pendant monopoint splice boxes will require wiring from access plate to splice box KO if power is being dropped through pendant conduit. Fixture does not have a KO in center to pull power out of driver channel through splice box
THUN J2	Order quantity required in multiples of 2. 12LM - 18LM requires one per fixture, 24LM - 30LM require two per fixture.



Specifications

INTENDED USE:

Ideal one-for-one replacement of conventional lighting systems such as HID and fluorescent. For use in light Industrial applications such as warehousing and other large indoor spaces with mounting heights ranging from 10' - permitted. **Certain airborne contaminants can diminish integrity of acrylic and/or polycarbonate.** [Click here for Acrylic-Polycarbonate Compatibility table for suitable uses.](#) **Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location.** [Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.](#)

CONSTRUCTION:

Extruded aluminum channels enable superior thermal performance. Glare Control Lens diffuses light source and reduces glare while protecting LEDs. Lens meets DLC 5.1 standards for UGR (Unified Glare Rating). Available in two sizes with optional switchable lumens (12000/15000/18000 or 24000/27000/30000) and color temperatures (4000K/5000K).

ELECTRICAL:

70% lumen maintenance at > 100,000 hours. Thermally protected driver standard with 0-10V dimming. Luminaire surge protection level: designed to withstand up to 6kV/3kA per ANSI C82.77-5-2015. Multi-volt driver, 120-277V standard.

INSTALLATION:

Fixture package includes V-hanger hardware kit with 2-V-hanger brackets and 2-36" chain lengths. Fixture is suitable for mounting by chain, cable, surface-mount bracket, or hook monopoint. Surface mounting available using optional THUN surface mount bracket (order separately). Designed for use in ambient temperatures ranging from -40°C to 55°C when suspended 18" off ceiling. Max operating temperature of 45°C when surface mounted.

LISTINGS:

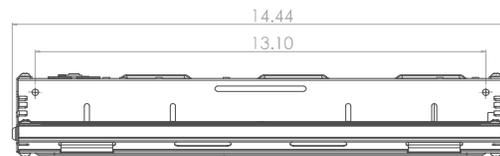
CSA listed. Damp location listed. DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/OPL to confirm which versions are qualified.

WARRANTY:

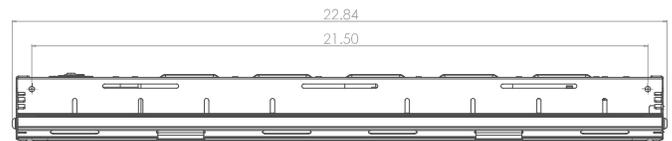
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions
Note: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

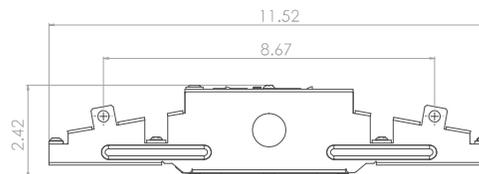
All dimensions are inches (centimeters) unless otherwise indicated.



Side View: CPHB 12LM, 15LM, 18LM, ALO13



Side View: CPHB 24LM, 30LM, ALO16



End View: CPHB 12LM, 15LM, 18LM, 24LM, 30LM, ALO13, ALO16

Lumen package	Length	Width	Depth	Weight
	Dimensions shown in inches (centimeters)			Shown in pounds (kg)
12000LM	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	5 (2.2)
15000LM	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	5 (2.2)
18000LM	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	6.5 (2.9)
24000LM	22.8 (57.9)	11.5 (29.2)	2.3 (5.8)	8 (3.6)
30000LM	22.8 (57.9)	11.5 (29.2)	2.3 (5.8)	8 (3.6)
ALO13	14.4 (36.6)	11.5 (29.2)	2.3 (5.8)	6.6 (3.0)
ALO16	22.8 (57.9)	11.5 (29.2)	2.3 (5.8)	8.1 (3.7)

Nomenclature	Lumen Package	CCT	Lumens	Wattage	Efficacy
CPHB ALO13 MVOLT SWW9 80CRI DWH	12000LM	4000K	12272	89	138
		5000K	12465	89	140
	15000LM	4000K	15117	112	135
		5000K	15248	112	136
	18000LM	4000K	18265	138	132
		5000K	18395	138	133
CPHB ALO16 MVOLT SWW9 80CRI DWH	24000LM	4000K	24193	176	138
		5000K	24415	177	138
	27000LM	4000K	27345	202	135
		5000K	27679	204	136
	30000LM	4000K	29578	221	134
		5000K	29755	222	134



Classic Series Medium Wall Light



PROJECT INFORMATION

JOB NAME	
FIXTURE TYPE	Medium Wall Light
CATALOG NUMBER	
APPROVED BY	

SPECIFICATIONS

Construction:

Rugged traditional aluminum die cast housing provides proven environmental protection for LED modules. Traditional fixture designs provide a familiar look and standard installation requirements. Retaining this look allows the ability to upgrade fixtures gradually, while retaining the same overall fixture appearance throughout a facility.

Glare Free:

Positioning of the LED modules within the housing result in light directed to desired locations and eliminates offensive light.

Lens:

Borosilicate glass lens assembly is designed to provide high efficiency and to target the light where needed to satisfy outdoor lighting requirements.

Positioning of the LEDs (along with Patent Pending thermal management system) results in the light being directed to desired locations eliminating glare and offensive light.

Thermal Management:

Atlas' Patent Pending exclusive Thermal Management System™ features a unique internal design that allows for lower operating temperatures which results in a brighter, whiter light, more stable color and longer LED and driver life.

Listings:

Luminaire is certified to UL/cUL Standards for Wet Locations DesignLights Consortium qualified luminaire, eligible for rebates from DLC member utilities. ²See chart on other next page for qualifying products.

AC Input: 120/208/240/277V 347/480V

Lifespan: 200,000+ hrs.¹

Driver:

Constant current, Class 2, 120-277 VAC, 50-60 Hz
High Efficiency – min. 88%
0-10 V Dimming

LEDs:

3000K, 4000K, 4500K, 5000K CCT Fixed |
4000K, 4500K, 5000K CCT Selectable
Epoxy Guard™ protective conformal coated boards
Atlas LEDs provide higher lumen output, greater energy efficiency and more reliable fixture performance.

Testing:

Atlas LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 & LM-80.

Warranty: Five-year limited warranty

Installation:

Fixture retains the same knock-out sizes and positions as previous models, reducing wiring costs.

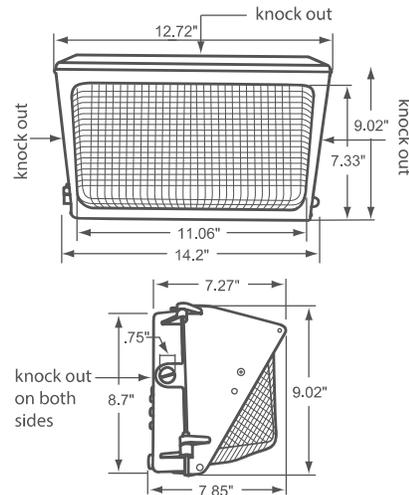
Emergency Back-up: For factory installed Emergency Back-Up add suffix EB to part number.

480 Volt: For 480V add suffix 4 to part number.

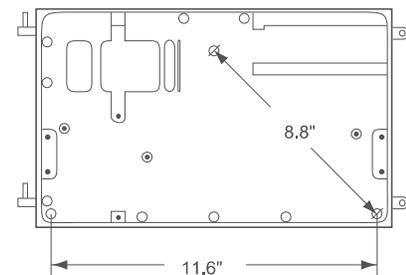


DIMENSIONS

Weight: 9.25 lbs.



MOUNTING DETAIL



¹LED Lifespan Based Upon LM-70 Test Results

Rebates and Incentives are available in many areas.
Contact an Atlas Representative for more information.



Classic Series
Medium Wall Light



ORDERING INFORMATION

WLM	S	3-9L					
PRODUCT SERIES	SELECTABLE	LUMEN PACKAGE	COLOR TEMP.	CONTROLS	VOLTAGE	FIXTURE COLOR	OPTIONS
WLM = Medium Wall Light	blank = Fixed	43LED = 43 Watts 64LED = 64 Watts 80LED = 80 Watts	Blank = 4500K 3K = 3000K 4K = 4000K 5K = 5000K	Blank = Dimming (0-10V) PC = 120V Photocontrol PM = 120-277V Photocontrol	Blank = 120-277 4 = 347/480* <i>*LP only</i>	Blank = Bronze WT = White* BK = Black* <i>*optional with adder</i>	EB = Emergency Back-up SP = Surge Protection
	S = Selectable	3-9L = 2,500, 5,500, 7,500, 9,000 Lumens Selectable	blank = Selectable (4000K, 4500K, 5000K)	blank = 120-277V Photocontrol Installed LP = Less Photocontrol			

PERFORMANCE DATA

FIXED												
UNIT	CRI	3000K CCT		4000K CCT		4500K CCT		5000K CCT		WATTS	BUG RATING	REPLACES UP TO
		DELIVERED LUMENS	EFFICACY (LPW)									
43LED	80	3,908	96	5,276	122	5,726	122	5,308	122	44	B1-U3-G3	175W MH
64LED	80	5,699	92	5,699	92	6,793	113	6,793	113	62	B1-U4-G3	400W MH
80LED	80	8,615	109	8,615	109	8,615	109	8,875	113	79	B2-U4-G4	400W MH

SELECTABLE										
UNIT	CRI	Selectable 4000K CCT		Selectable 4500K CCT		Selectable 5000K CCT		WATTS	BUG RATING	REPLACES UP TO
		DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)			
3L - 9L	80	2,601	120	2,704	125	2,602	121	22	B2-U4-G4	400W MH
	80	5,513	126	5,732	131	5,516	126	44		
	80	7,892	123	8,205	127	7,896	123	64		
	80	9,128	120	9,490	130	9,133	120	76		

DLC PRODUCT INFORMATION

UNIT	3000K CCT		4000K CCT		4500K CCT		5000K CCT	
	DLC PRODUCT ID	CLASSIFICATION						
WLM43LED	n/a	n/a	PT0VHUH7	Standard	PDG4N6GHG	Standard	P2LGOBS9	Standard
WLM64LED	n/a							
WLM80LED	n/a							

UNIT	DLC PRODUCT ID	CLASSIFICATION
WLMS3-9L	PPJRDDGX	Standard



Classic Series Large Wall Light

PROJECT INFORMATION

JOB NAME	
FIXTURE TYPE	Classic Large Wall Light
CATALOG NUMBER	
APPROVED BY	

SPECIFICATIONS

Construction:

Rugged traditional aluminum die cast housing provides proven environmental protection for LED modules. Traditional fixture designs provide a familiar look and standard installation requirements. Retaining this look allows the ability to upgrade fixtures gradually, while retaining the same overall fixture appearance throughout a facility.

Glare Free:

Positioning of the LED modules within the housing result in light directed to desired locations and eliminates offensive light.

Lens:

Lens assembly is designed to provide high efficiency and to target the light where needed to satisfy outdoor lighting requirements.

Positioning of the LEDs (along with Patent Pending thermal management system) results in the light being directed to desired locations eliminating glare and offensive light.

Listings:

Luminaire is certified to UL/cUL Standards for Wet Locations DesignLights Consortium qualified luminaire, eligible for rebates from DLC member utilities. ²See chart on other next page for qualifying products.

AC Input: 120/208/240/277V 347/480V

Lifespan: 200,000+ hrs.¹

Driver:

Constant current, Class 2, 120-277 VAC, 50-60 Hz
High Efficiency – min. 86%

Selectable Lumens and CCT:

Atlas selectable wall lights are quick and easy to select and set up. Selectable lumens range in 4,000 (30W), 7,500 (57W) / 11,000 (86W), 13,000 (102W).

Selectable CCTs: 4000K, 4500K, and 5000K.

LEDs:

Available in 3000K, 4000K, 4500K and 5000K CCT Fixed | 4000K, 4500K, 5000K CCT Selectable

Atlas LEDs provide higher lumen output, greater energy efficiency and more reliable fixture performance.

Reduced Glare:

Positioning of the LED modules within the housing result in light directed to desired locations and reduces offensive light.

Testing:

Atlas LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 & LM-80.

Warranty: Five-year limited warranty

Installation:

Fixture retains the same knock-out sizes and positions as previous models, reducing wiring costs.

Emergency Back-up: For factory installed Emergency Back-Up add suffix EB to part number.

¹LED Life Span Based Upon LM-70 Test Results

²Emergency Back-Up requires larger back housing. Contact Atlas for more details.

Atlas Lighting Products, Inc.

PO Box 2348 | Burlington, NC 27216

800-849-8485 | fax: 1-855-847-2794 | www.atlasled.com



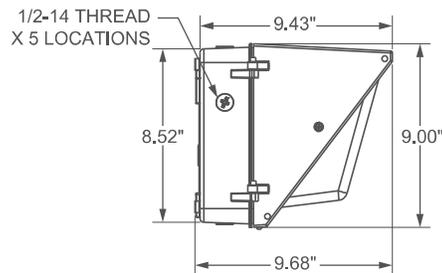
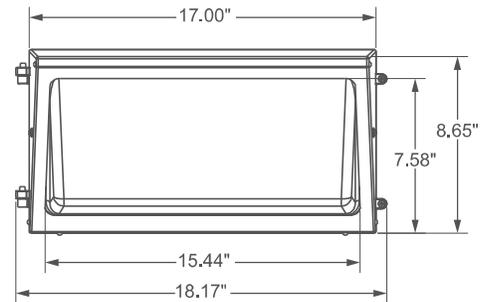
BUY AMERICAN



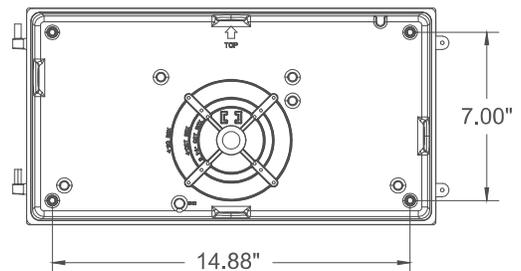
COMPLIANT*

DIMENSIONS

Weight: 9.25 lbs.



MOUNTING DETAIL



Rebates and Incentives are available in many areas. Contact an Atlas Representative for more information.

*The majority of Atlas Lighting Products are assembled in USA facilities by an American Workforce utilizing both Domestic and Foreign components. Meets Buy American requirements within the ARRA.



Classic Series Large Wall Light



ORDERING INFORMATION

WLD	S	4-13L					
PRODUCT SERIES	SELECTABLE	LUMEN PACKAGE	COLOR TEMP.	CONTROLS	VOLTAGE	FIXTURE COLOR	OPTIONS
WLD = Large Wall Light	blank = Fixed	64LED = 64 Watts 86LED = 86 Watts 120LED = 120 Watts	Blank = 4500K 3K = 3000K 4K = 4000K 5K = 5000K	Blank = Dimming (0-10V) PC = 120V Photocontrol PM = 120-277V Photocontrol	Blank = 120-277 4 = 347/480* *LP only	Blank = Bronze WT = White BK = Black* <i>*optional with adder</i>	EB = Emergency Back-up SP = Surge Protection
	S = Selectable	4-13L = 4,000, 7,500, 11,000 13,000 Lumens Selectable	blank = Selectable (4000K, 4500K, 5000K)	blank = 120-277V Photocontrol Installed LP = Less Photocontrol	Blank = 120-277 4 = 347/480* *LP only		

PERFORMANCE DATA

FIXED											
UNIT	CRI	3000K CCT		4000K CCT		4500K CCT		5000K CCT		WATTS	REPLACES UP TO
		DELIVERED LUMENS	EFFICACY (LPW)								
64LED	80	7,168	117	7,168	117	7,168	117	7,662	126	62	400W MH
86LED	80	9,120	109	9,120	109	9,120	109	9,120	109	84	400W MH
120LED	80	12,510	106	13,170	114	13,170	114	13,170	114	118	400W MH

SELECTABLE										
LUMEN PACKAGE	CRI	Selectable 4000K CCT		Selectable 4500K CCT		Selectable 5000K CCT		WATTS	REPLACES UP TO	
		DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)	DELIVERED LUMENS	EFFICACY (LPW)			
4L - 13L	70	3,897	134	4,073	139	3,889	133	29	1000W MH	
	70	7,688	135	8,034	141	7,672	134	57		
	70	11,136	130	11,638	136	11,113	130	86		
	70	12,891	126	13,472	138	12,864	126	102		

DLC PRODUCT INFORMATION

UNIT	3000K CCT		4000K CCT		4500K CCT		5000K CCT	
	DLC PRODUCT ID	CLASSIFICATION						
FIXED								
WLD64LED	PLDHU776	Standard	PTKZCYS3	Standard	PATPE48EN	Standard	POLJ214Q	Standard
WLD86LED	n/a							
WLD120LED	n/a							

SELECTABLE		
UNIT	DLC PRODUCT ID	CLASSIFICATION
WLDS4-13L	PH9T7MLJ	Standard



Catalog Number
Notes
Type

Contractor Select™ ESXF LED

Floodlights Adjustable+Switchable+Photocell

The Lithonia Lighting® ESXF LED floodlight is a general-purpose flood that offers a wide selection of options and flexibility. Easy access to adjustable lumen output, color switching, and a selectable photocell turns the ESXF into the fixture you need on the spot. With its wide flood (7x7) distribution and DLC performance, the ESXF is a cost-effective solution, great for illuminating yards, driveways, signage, patios, warehouses, and security applications.

FEATURES:

- Four sizes deliver 1,500 up to 20,000 lumens
- Three power levels of adjustable lumen output. Switchable CCT(30K/40K/50K) offers warm, cool and daylight in a single fixture
- Standard photocell can be turned on or off
- IP66 rated, Die-cast aluminum housing
- Two popular mounting options included
- up to 171 LPW



ESXF1 P0 knuckle mount



ESXF1 knuckle mount



ESXF2 knuckle mount



ESXF3 slipfitter mount



ESXF4 slipfitter mount



Adjustable Lumen Output ALO



Switchable CCT SWW2



Dusk-to-Dawn Operation PE



Catalog Number	Adjustable Lumen Output ALO			Switchable CCT SWW2	Dusk-to-Dawn Operation PE	Input Voltage	Included Mounting Options	CRI
ESXF1 P0 SWW2 THK DDB	2500L			Switchable 3000K, 4000K, 5000K	Included Standard, Selectable On/Off	120-277V	Knuckle Only, mounting plate	80CRI
ESXF1 ALO SWW2 KY DDB	1500L	3000L	5000L			120-277V	Knuckle & Yoke, mounting plate	
ESXF2 ALO SWW2 KY DDB	3500L	5500L	7500L			120-277V	Knuckle & Yoke, mounting plate	
ESXF3 ALO SWW2 YS DDB	8500L	10500L	14000L			120-277V	Yoke & SlipFitter	
ESXF3 ALO SWW2 UVOLT YS DDB						120-347V	Yoke & SlipFitter	
ESXF4 ALO SWW2 YS DDB	16000L	18000L	20000L			120-277V	Yoke & SlipFitter	
ESXF4 ALO SWW2 UVOLT YS DDB						120-347V	Yoke & SlipFitter	

More configurations are available. [Click here](#) or visit www.acuitybrands.com and search for ESXF LED.

ESXF Stock Configurations

Catalog Number	UPC	Ci Code	Number of fixtures per pallet	Traditional Replacement
ESXF1 P0 SWW2 THK DDB	00196182393051	*276AL6	400	150W Quartz or 75W HID
ESXF1 ALO SWW2 KY DDB	00196182393204	*276ALH	400	500W Quartz or 150W HID
ESXF2 ALO SWW2 KY DDB	00196182393242	*276ALU	360	500W Quartz or 175W HID
ESXF3 ALO SWW2 YS DDB	00196182393266	*276ALW	144	250W HID
ESXF3 ALO SWW2 UVOLT YS DDB	00196182393273	*276AM0	144	250W HID
ESXF4 ALO SWW2 YS DDB	00196182393280	*276AM2	144	400W HID
ESXF4 ALO SWW2 UVOLT YS DDB	00196182393297	*276AM4	144	400W HID

Accessories: Order as separate catalog number.

ESXF P0 and ESXF1 yoke mount accessory
*276ARA ESXF1YK DDB
[Click here to visit Accessories.](#)



Included mounting options by size



Electrical Performance Tables

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF1 P0	2500L	17W	3000K	2,372	151
			4000K	2,522	
			5000K	2,503	
ESXF1	1500L	9W	3000K	1,467	171
			4000K	1,560	
			5000K	1,549	
ESXF1	3000L	19W	3000K	2,915	162
			4000K	3,099	
			5000K	3,076	
ESXF1	5000L	34W	3000K	4,748	147
			4000K	5,047	
			5000K	5,010	

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF3	8500L	53W	3000K	8,139	163
			4000K	8,653	
			5000K	8,589	
ESXF3	10500L	69W	3000K	10,156	156
			4000K	10,797	
			5000K	10,718	
ESXF3	14000L	100W	3000K	13,609	145
			4000K	14,469	
			5000K	14,362	

	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF2	3500L	22W	3000K	3,377	163
			4000K	3,591	
			5000K	3,564	
ESXF2	5500L	37W	3000K	5,315	151
			4000K	5,651	
			5000K	5,609	
ESXF2	7500L	56W	3000K	7,223	137
			4000K	7,680	
			5000K	7,623	

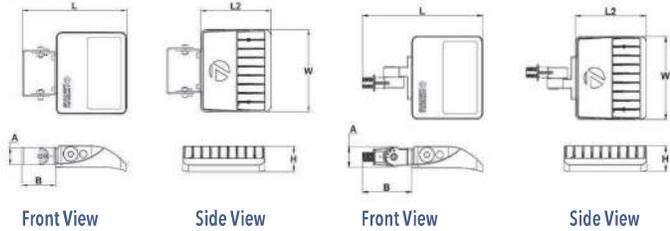
	Lumen Output	Input Wattage	CCT/80CRI	Delivered Lumens	Lumens Per Watt @ 4000K, 80CRI
ESXF4	16000L	111W	3000K	15,508	148
			4000K	16,487	
			5000K	16,366	
ESXF4	18000L	124W	3000K	17,274	148
			4000K	18,365	
			5000K	18,230	
ESXF4	20000L	150W	3000K	19,583	139
			4000K	20,819	
			5000K	20,666	



Dimensions

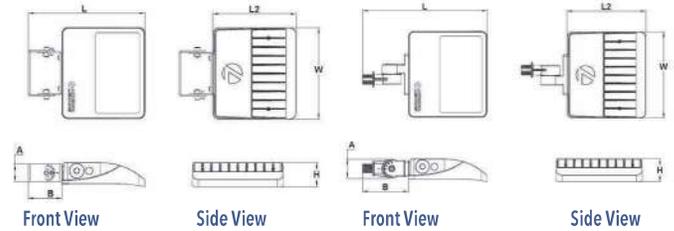
All dimensions are inches (centimeters) unless otherwise indicated.

ESXF1



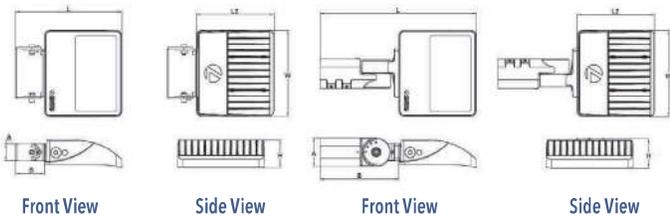
Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
Dimensions in inches (centimeters)							
ESXF1 SWW2 ALO KY (Yoke)	7.65" (27.8cm)	6.04" (15.4cm)	1.86" (4.7cm)	1.26" (3.2cm)	2.48" (6.3cm)	5.17" (13.2cm)	2.31 lbs (1.048 kg)
ESXF1 SWW2 PO/ALO KY (Knuckle)	8.77" (22.3cm)	6.04" (15.4cm)	1.86" (4.7cm)	1.5" (3.8cm)	3.59" (9.1cm)	5.17" (13.2cm)	2.17 lbs (0.986 kg)

ESXF2



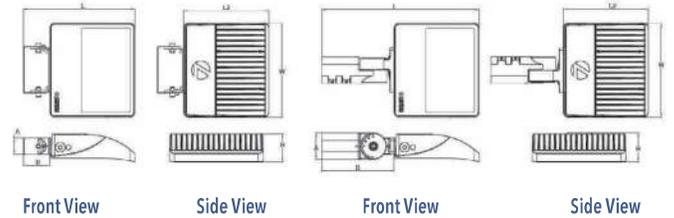
Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
Dimensions in inches (centimeters)							
ESXF2 SWW2 ALO KY (Yoke)	8.64" (21.9cm)	6.75" (17.1cm)	1.8" (4.6cm)	1.26" (3.2cm)	2.48" (6.3cm)	6.16" (15.6cm)	2.92 lbs (1.324 kg)
ESXF2 SWW2 ALO KY (Knuckle)	9.75" (24.8cm)	6.75" (17.1cm)	1.8" (4.6cm)	1.5" (3.8cm)	3.59" (9.1cm)	6.16" (15.6cm)	2.79 lbs (1.264 kg)

ESXF3



Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
Dimensions in inches (centimeters)							
ESXF3 SWW2 ALO SY (Yoke)	10.54" (26.8cm)	8.95" (22.7cm)	2.84" (7.2cm)	1.77" (4.5cm)	2.99" (7.6cm)	7.97" (20.2cm)	6.21 lbs (2.818 kg)
ESXF3 SWW2 ALO SY (Slipfitter)	16.07" (40.8cm)	8.95" (22.7cm)	3.04" (7.7cm)	2.95" (7.5cm)	8.11" (20.6cm)	7.97" (20.2cm)	6.48 lbs (2.938 kg)

ESXF4

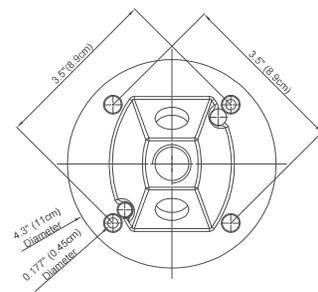


Luminaire	Length (L)	Width (W)	Height (H)	Yoke/Knuckle		L2	Weight
				A (Height)	B (Length)		
Dimensions in inches (centimeters)							
ESXF4 SWW2 ALO SY (Yoke)	12.54" (31.8cm)	10.54" (26.8cm)	3.12" (7.9cm)	1.77" (4.5cm)	2.99" (7.6cm)	9.55" (24.3cm)	8.17 lbs (3.706 kg)
ESXF4 SWW2 ALO SY (Slipfitter)	17.66" (44.8cm)	10.54" (26.8cm)	3.22" (8.2cm)	2.95" (7.5cm)	8.11" (20.6cm)	9.55" (24.3cm)	8.43 lbs (3.824 kg)

EPA Data

	Angle of Tilt	Project Area (ft²)									
		0°	10°	20°	30°	40°	50°	60°	70°	80°	90°
ESXF1	Project Area (ft²)	0.078	0.114	0.15	0.183	0.21	0.231	0.246	0.25	0.25	0.25
	EPA (ft²)	0.0936	0.1368	0.18	0.2196	0.252	0.2772	0.2952	0.3	0.3	0.3
ESXF2	Project Area (ft²)	0.09	0.133	0.182	0.226	0.263	0.293	0.314	0.325	0.326	0.32
	EPA (ft²)	0.108	0.1596	0.2184	0.2712	0.3156	0.3516	0.3768	0.39	0.3912	0.384
ESXF3	Project Area (ft²)	0.23	0.285	0.383	0.471	0.548	0.608	0.65	0.673	0.674	0.66
	EPA (ft²)	0.276	0.342	0.4596	0.5652	0.6576	0.7296	0.78	0.8076	0.8088	0.792
ESXF4	Project Area (ft²)	0.23	0.365	0.494	0.609	0.707	0.785	0.84	0.869	0.87	0.81
	EPA (ft²)	0.276	0.438	0.5928	0.7308	0.8484	0.942	1.008	1.0428	1.044	0.972

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.





Specifications

INTENDED USE:

The ESXF LED floodlight is designed to provide a cost effective, energy-efficient solution for the one-for-one replacement of existing traditional sources ranging from 150W quartz up to 400W metal halide. ESXF is well suited for general illumination of parking lots, signage, yards, walkways, landscaping, and other floodlighting applications. ESXF luminaires deliver a uniform, wide flood 7x7 light distribution.

CONSTRUCTION:

The ESXF LED floodlight features sealed die-cast aluminum body and is IP66 listed to withstand moisture and the elements for years to come.

ELECTRICAL:

ESXF features adjustable lumen output include, low, medium, and high. (ESXF P0 static only). Switchable CCT includes between 3000K(warm), 4000K(neutral) or 5000K(daylight) and a selectable dusk to dawn photocell that automatically turns the fixture on in the evening and off the next morning.

Standard 6kVsurge protection tested in accordance to ANSI/IEEE C62.41.2)Category C. ESXF LED luminaires use MVOLT (120-277V) as well as UVOLT (120-347V) on select models. Adjustable lumen output is achieved with 0-10V continuous dimming capable drivers, ensuring system power factor >90% and THD <20%.

INSTALLATION:

ESXF1 (P0) and ESXF2 ship with ½ NPS threaded knuckle mount factory installed and can be mounted to conduit bodies or to 4" electrical boxes using the provided round mounting plate. Yoke mounts can be easily changed in the field to mount to any solid surfaces (ESXF P0, knuckle mount only).

ESXF3 and ESXF4 include a yoke mounting for solid surface mounting and an integral slipfitter that mates with standard 2 3/8" tenons for pole-top mounting. All models ship standard with 18" SO cord.

LISTINGS:

CSA certified to U.S. and Canadian standards. Luminaire is IP66 rated. Rated for -40°C minimum ambient.

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.



Factory settings
Lumen Output: High
CCT: 4000K
Photocell: On



Trenton Jacobs
County Architect

MEMO

To: Project Managers and Consultant Design Teams
From: Trenton Jacobs, County Architect
Re: WILCO Standard Paint Color Selections

To minimize complications with an ever-changing list of interior paint colors throughout the County, the Facilities Department shall direct consultant design teams to utilize the following pre-approved paint colors list:

- SW 7019 Gauntlet Gray
- SW 7067 Cityscape
- SW 7074 Software
- SW 7018 Dovetail
- SW 6234 Uncertain Gray
- SW 7017 Dorian Gray
- SW 7016 Mindful Gray
- SW 6218 Tradewind
- SW 6254 Lazy Gray
- SW 7064 Passive
- SW 7667 Zircon
- SW 6078 Realist Beige
- SW 7527 Nantucket Dune
- SW 6107 Nomadic Desert
- SW 7038 Tony Taupe
- SW 9117 Urban Jungle
- SW 6081 Down Home

- SW 7069 Iron Ore (Painted Door Frames)

Deviations from this list (for unique facility needs) may be requested in writing by the consultant design team.

Search product type, name, or number



Toccata™

15" x 15" x 7-11/16" top-mount bar sink with single faucet hole

K-3349-1-NA
\$353.70 [List Price](#)

★★★★★ 3.8 (4) [Write a review](#)

 [Chat with an Expert](#)

Focus on your guests with the convenience of a second sink right where you need it. In addition to its classically angled corners and gently curving faucet deck, this stainless steel Toccata bar sink features an engineered sound-absorption system that significantly reduces disposal and dishwashing noise for a quieter environment. A raised outer rim helps keep your counter dry.



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[Read our Cookie Policy](#)

Features

- 18-inch minimum base cabinet width.
- Single bowl.
- 7" depth.
- Single faucet hole.
- SilentShield® sound-absorption technology offers quieter performance.
- Includes installation hardware.

Installation

- Top-mount.



★★★★☆ 3.8 | 4 Reviews

4 out of 4 (100%) reviewers recommend this product



Search topics and reviews

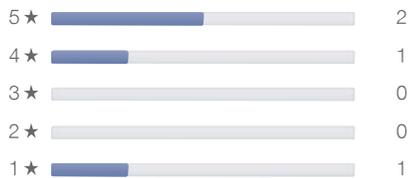


Reviews

[Write a review](#)

Rating Snapshot

Select a row below to filter reviews.



Average Customer Ratings

Overall ★★★★★ 3.8

1-3 of 4 Reviews

Sort by: Most Relevant ▾



Justin

Chico, CA, United States

Review 1

Votes 0

★★★★★ · 5 years ago

Excellent stainless steel bar sink

This bar sink is great for entertaining or food prep. A deep basin provides a generous amount of work space. Kohler's SilentShield technology helps keep the noise down during use.

Recommends this product ✓ Yes



Originally posted on build.com

[Chat with an Expert](#)

Justin

Chico, CA, United States

Review 1

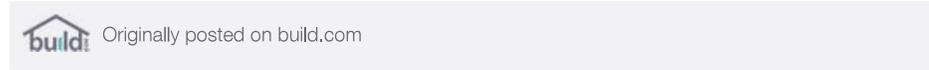
Votes 0

★★★★☆ · 5 years ago

Fantastic stainless steel bar sink

Kohler makes quality products; this bar sink is no exception. Kohler's SilentShield technology offers a quiet performance. The top mount installation is simple, quick, and easy.

Recommends this product ✓ Yes



Rocky

Review 1

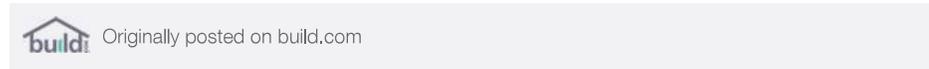
Votes 0

★★★★★ · 4 years ago

Perfect size for bar

Great Kohler quality. Arrived in mint condition. Competitive price

Recommends this product ✓ Yes



1-3 of 4 Reviews



SERVICE & SUPPORT

Have a question about this product?

Call Us:

1-800-4-KOHLER , (1-800-456-4537)

1-800-4-KOHLER , (1-800-456-4537)

Monday - Friday 8:00am - 5:00pm

(Central Time Zone)

Email Us

Care & Cleaning Tips

Warranty Information

Return Policy

Planning a Bathroom Remodel? Let us help you with our new Bathroom Design Service

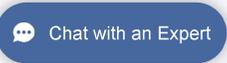
*All prices are Manufacturer's Suggested List Price in U.S. dollars. The price you pay at your local supply outlet may be different than the Manufacturer's Suggested List Price. These prices supersede previous prices and are subject to change without notice. These prices do not include shipping. Any sales tax applicable will be added to the prices.

Due to the differences in monitors, technical factors, and characteristics of some of our finishes, the colors shown here cannot be represented with all their true qualities. The color titles should only be considered a guide.

Have Questions? Call 1-800-258-8441 or Visit Us at Kohler.com

All prices are Manufacturer's Suggested List Price in U.S. dollars. The price you pay at your local supply outlet may be different than the Manufacturer's Suggested List Price. These prices supersede previous prices and are subject to change without notice. These prices do not include shipping. Any sales tax applicable will be added to the prices.

Due to the differences in monitors, technical factors, and characteristics of some of our finishes, the colors shown here cannot be represented with all their true qualities. The color titles should only be considered a guide.



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MILLWORK NOTES

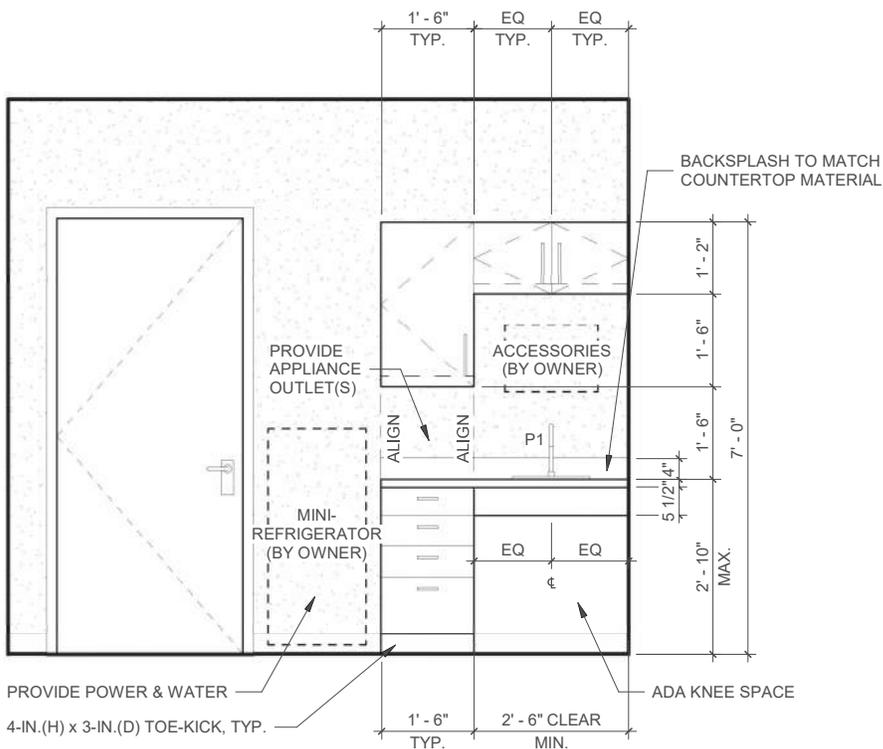
1. MATCH MILLWORK & COUNTERTOP MATERIALS OF CLERK'S DESK IN ADJACENT COURTROOM PROJECT
2. SUBMIT MILLWORK SHOP DRAWINGS TO ARCHITECT FOR REVIEW & APPROVAL PRIOR TO FABRICATION.
3. VERIFY I.A.S. COMPLIANCE. NOTIFY ARCHITECT OF ANY CONFLICTS PRIOR TO FABRICATION.
4. PROVIDE END PANELS ON ALL CABINET FRONTS AT JUNCTIONS WITH WALL & INSIDE CORNERS TO ALLOW DOORS TO OPEN A FULL 90-DEGREES & DRAWERS TO FULLY EXTEND.
5. COORDINATE DEPTH OF CABINET DOOR & DRAWER HARDWARE TO ALLOW DOORS TO OPEN A FULL 90-DEGREES & DRAWERS TO FULLY EXTEND AT INSIDE CORNERS
6. PROVIDE METAL SUPPORT BRACKETS & BLOCKING AT ALL UNSUPPORTED COUNTERS (4'-0" O.C. MAX).
7. REFER TO SPECIFICATION DIVISIONS 06 20 00 & 06 41 00 FOR ADDITIONAL INFORMATION.

FINISHES LEGEND

CPT-1 CARPET TILE	MATCH EXIST	
LVT-1 LUXURY VINYL TILE	MOHAWK - S929 RIVERSIDE	
RB-1 RUBBER BASE	ROPPE - BLACK-BROWN	
PT-1 PAINTED GYP BOARD	SW 7016 - MINDFUL GRAY	
ACT-1 ACOUSTIC CEILING TILE	ARMSTRONG 1774 - DUNE	
MILLWORK FRONTS		WILSONART 7921 38 - TUSCAN WALNUT
COUNTERTOP		WILSONART HAIDA Q4008 QUARTZ OR SIM.

PLUMBING SCHEDULE

SYMBOL	TYPE	MODEL	MANUFACTURER	FINISH	ACCESSORY	NOTES
P1	MINI SINK	K-3349-1-NA	KOHLER		DELTA 175LF	OR EQUIVALENT



1

STANDARD COFFEE BAR MILLWORK

1/2" = 1'-0"

EXHIBIT B



MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

- A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.
- B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.
- C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
3.	Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises, completed operations and contractual)	\$1,000,000
Aggregate policy limits:	\$2,000,000

4. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
 - b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.
6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
 7. Umbrella coverage in the amount of not less than \$5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:
 - (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
 - (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
 - i. a certificate of coverage, prior to the other person beginning work on the Project; and
 - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

E. If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

F. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

G. **The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

- I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
- K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.
- L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Contract/Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

EXHIBIT C

Williamson County

Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Technology Fees
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D



UNIFORM GENERAL CONDITIONS

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ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

- .1** Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.
- .2** Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3

Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1

The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2

The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

- .1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

- .2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

- .3 Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars (\$60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.
- .4 Complaints of Violations of Prevailing Wage Rates.** Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
- .5 Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.
- .6 Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars (\$60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4

The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.

In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1

The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- .1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3

If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5

If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2

Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2

The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3

The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1

The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2

The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3

The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4

The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4

Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6

By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8

The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS SECTION 3.18 SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4 ARCHITECT

4.1 GENERAL

4.1.1

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2

Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3

In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1

The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10

If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11

If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12

Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13

The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14

The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1

A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

- .1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and
- .2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.
- .3 **Review of Bids or Proposals.** Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

- .1 Contractor is in default under the Contract Documents; or
- .2 Owner has terminated the Contract in accordance with the Contract Documents; and
- .3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2

Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3

Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4

The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2

When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3

The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1

The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2

If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3

The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4

The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5

The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6

All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

7.1 GENERAL

7.1.1

Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2

A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3

Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1

A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

7.2.2

Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3

Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1

A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2

A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3

If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in **Paragraph 7.3.7**.

7.3.4

If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6

A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7

If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8 TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

- .1** Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.
- .2** Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

- .1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.
- .2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.
- .3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

- .1 An increase in working forces.
- .2 An increase in equipment or tools.
- .3 An increase in hours of work or number of shifts.
- .4 Expedite delivery of materials.
- .5 Other action proposed, if acceptable to Owner.

8.4.2

Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1

Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2

When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

- .1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

- A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.
 - B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.
- .2 Excusable Delay.** Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:
- A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.
 - B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.
 - C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.
 - D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.
 - E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.
 - F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.
 - G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

- .1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.
- .2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.
- .3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

- .1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.
- .2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2.**, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

- .1** As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.
- .2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- .3** If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

- a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
- b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
- c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars (\$5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
- d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and
- e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

- .1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.
- .2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.
- .3 **Retainage.** The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.
- .4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
- .7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);
- .8 failure to include sufficient documentation to support the amount of payment requested for the Project;
- .9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or
- .10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2

When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1

The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2

The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3

The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4

Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5

A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1

If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2

If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3

Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4

When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5

The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1** Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2** failure of the Work to comply with the requirements of the Contract Documents; or
- .3** terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1

The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2

The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3

The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7

The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9

When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10

The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1

The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

- .1 Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.
- .2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.
- .3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor’s negligence or breach of the Contract.
- .4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- .5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars (\$50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3

A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars (\$25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.

Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5

Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6

Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7

Each bond shall be accompanied by a valid Power-of-Authority (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8

The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9

Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.

Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.

When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars (\$25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12

Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1

Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2

If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1

If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2

If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1

The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

- .1** In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

- .2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5

If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1

one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

- .1 fails to commence the Work in accordance with the provisions of the Contract,
- .2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,
- .3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

- .4 fails to perform any of its obligations under the Contract,
- .5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,
- .6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,
- .7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or
- .8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2

When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to **Section 5.4**; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3

When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2

The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2

Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3

Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15 CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

- .1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- .2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1

Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2

The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4

All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY

Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.



Date: April 3, 2024

Attention: Williamson County, Texas
Mr. Thomas Crockett
3901 SE Inner Loop
Georgetown, TX 78626

Reference: OMNIA R200107 - Williamson County Justic Center Jury Room
Updates

Mr. Crockett,

6604 N. Lamar
Austin, TX 78752
Telephone:
(512) 318-1332

Facsimile:
(512) 681-9752

We respectfully submit our Proposal for the Williamson County Williamson County Justic Center Jury Room Updates project in the amount of Three Hundred Sixty-Four Thousand and 0/100 (\$364,000.00) dollars.

Our Pricing includes the following scopes of work:

1. On-site supervision & safety measures.
2. Payment and Performance Bonds.
3. Temporary project site containment measures.
4. Demolition of existing ceiling.
5. Demolition of existing light fixtures.
6. Demolition of existing millwork.
7. Demolition of existing flooring.
8. Demolition of existing HVAC grilles.
9. Demolition of existing sinks.
10. Haul off and removal of demolished equipment and materials.
11. Installation of new ceiling and ceiling tile.
12. Installation of new light fixtures.
13. Installation of new millwork.
14. Installation of new flooring.
15. Installation of new paint.
16. Installation of new HVAC grilles.
17. Installation of new sinks at the new millwork.
18. Includes two jury rooms at a time.
19. Includes Two weeks to complete a set of two jury rooms.

Our Pricing Excludes

1. Contingency
2. Temporary toilets. Workers will utilize the existing facilities.
3. Sales Tax
4. After hours
5. Permits
6. Badging and Background Check fees
7. Energized work
8. Lead paint abatement
9. Locating or removing asbestos or other hazardous materials
10. Modifications to the fire alarm system
11. Removal of AV and/or data items installed in ceiling tile.
12. Doors or hardware
13. BAS Tie-in or connections/modifications
14. Circuit tracing of existing outlets not marked.
15. Bathroom countertops, sinks, fixtures.

16. Providing any new furniture.
17. Relocation of existing furniture to complete this work.

Pricing is valid for Thirty (30) Days only.
Thank you for the opportunity and please call me with any questions.

Very truly yours,
J.T. Vaughn Construction, LLC


Doug Boram
512-663-7461
dougboram@vaughnconstruction.com

VAUGHN

CONSTRUCTION

Wilco Jury Room Renovation
City of Austin

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
024119190725	Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	RENTAL FOR DUMPSTER FOR THE DURATION OF THE CONSTRUCTION ONE HAUL PER WEEK	10.00	Week	\$0.00	\$565.00	\$0.00	\$5,650.00	
061110022620	2" x 4" miscellaneous wood blocking, to wood construction, per M.B.F.	BLOCKING FOR MILLWORK	0.10	M.B.F.	\$1,737.10	\$1,404.53	\$0.00	\$314.16	
079213200100	Joint sealants, caulking and sealants, bulk acrylic latex, 1/2" x 1/2", in place	JOINT SEALANT CAULKING FOR WALL AND MILLWORK 240+160	360.00	L.F.	\$1.21	\$0.54	\$0.00	\$630.00	
090170100160	Gypsum wallboard, repairs, cut square, patch, sand and finish, holes, 4" to 8" square	DRYWALL PATCH AS NEEDED	120.00	Ea.	\$30.58	\$0.35	\$0.00	\$3,711.60	
090170100210	Gypsum wallboard, repairs, cut square, patch, sand and finish, holes, 16" by 48"	DRYWALL PATCH AS NEEDED	80.00	Ea.	\$61.46	\$3.76	\$0.00	\$5,217.60	
090170100510	Gypsum wallboard, repairs, prepare, retape and refinish joints	DRYWALL PATCH AS NEEDED AFTER REMOVE THE COVB BASE FOR FLOOR	120.00	L.F.	\$5.12	\$0.90	\$0.00	\$722.40	
090190920510	Paint preparation, surface protection, placement & removal, basic drop cloths	FOR PAINTING	8,900.00	S.F.	\$0.04	\$0.00	\$0.00	\$356.00	
090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	FOR PAINTING	4,272.00	S.F.	\$0.32	\$0.08	\$0.00	\$1,708.80	

VAUGHN

CONSTRUCTION

Wilco Jury Room Renovation
City of Austin

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
090190940660	Surface preparation, interior, walls, sand, gypsum board and plaster, light	FOR SAND TO REMOVE EXISTING PAINT PREPARA FOR NEW PAINT	10,680.00	S.F.	\$0.08	\$0.00	\$0.00	\$854.40	
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	DEMO EXISTING CEILING	2,080.00	S.F.	\$0.41	\$0.00	\$0.00	\$852.80	
090505200560	Carpet tile, permanent adhesive, removal	DEMO EXISTING FLOOR	2,430.00	S.F.	\$0.27	\$0.00	\$0.00	\$656.10	
090505200850	Flooring demolition, vinyl or rubber cove base, straight section	DEMO EXISTING FLOOR	640.00	L.F.	\$0.25	\$0.00	\$0.00	\$160.00	
090505200860	Flooring demolition, vinyl or rubber cove base, molded corner	DEMO EXISTING FLOOR	128.00	Ea.	\$0.25	\$0.00	\$0.00	\$32.00	
092216131610	Metal stud partition, non-load bearing, galvanized, 8' high, 1-5/8" wide, 25 gauge, 24" OC, includes top & bottom track	FOR CEILING STUD FRAME	390.00	S.F.	\$0.30	\$0.08	\$0.00	\$148.20	
092910301050	Gypsum wallboard, on ceilings, taped & finished, standard, 1/2" thick	NEW DRYWALL CEILING FOR RRS	390.00	S.F.	\$0.75	\$0.59	\$0.00	\$522.60	
095123300820	Complete suspended ceilings, mineral fiber, Tegular, 2' x 2' x 5/8", on 9/16" grid, include standard suspension system, excl. 1-1/2" carrier channels	NEW CEILING TILE AND SUSPANSION SYSTEM	2,080.00	S.F.	\$1.15	\$6.36	\$0.00	\$15,620.80	
095323300300	Acoustic ceiling grid, 2' x 2'	NEW GRID 2X2	2,080.00	S.F.	\$0.44	\$2.67	\$0.00	\$6,468.80	
095323300600	Carrier channels, 1-1/2", for 4' OC, add	NEW CARRIER CHANNELS	2,080.00	S.F.	\$0.61	\$0.27	\$0.00	\$1,830.40	
095323300900	Carrier channels, for ceilings with recessed lighting fixtures, add	NEW CARRIER CHANNEL FOR CEILING LIGHTS	404.00	S.F.	\$0.62	\$0.49	\$0.00	\$448.44	
095323301040	Hanging wire, 4' long, 12 gauge	NEW HANGER WIRE FOR CEILING AS NEEDED	4.00	C.S.F.	\$4.41	\$1.40	\$0.00	\$23.24	

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Wilco Jury Room Renovation
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Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
096510103600	Latex underlayment, cementitious for resilient flooring, 1/8" thick	LINE ITEM USE FOR FLOOR PREP FOR NEW FLOOR	2,430.00	S.F.	\$2.16	\$0.79	\$0.00	\$7,168.50	
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	WALL BASE	640.00	L.F.	\$1.10	\$2.16	\$0.00	\$2,086.40	
096513131153	Wall base, rubber corners, standard colors, 4" high, 1/8" thick	WALL BASE CORNER	128.00	Ea.	\$1.10	\$4.58	\$0.00	\$727.04	
096516009998	Carpenters per RS Means Trade data, for miscellaneous floor repair work	LABOR ONLY FOR FLOOR LABOR TO MOVE FURNITURE AS NEEDED 2 PER ROOM 2HR. X9 =18	18.00	Hr.	\$60.55	\$0.00	\$0.00	\$1,089.90	
096805110107	Carpet transition strip, clamp down brass divider 12"/each (@vinyl to carpet)	NEW CARPET TRANSITION STRIP	8.00	Ea.	\$11.04	\$12.96	\$0.00	\$192.00	
096813105060	Carpet tile, tufted nylon, 42 oz., 18" x 18" or 24" x 24"	NEW TILE CARPET FOR HEAVY TRAFFIC	270.00	S.Y.	\$4.33	\$46.05	\$0.00	\$13,602.60	
099123720150	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, primer or sealer coat, smooth finish, cut-in brushwork	FOR CUT-IN PAINT	4,272.00	L.F.	\$0.21	\$0.02	\$0.00	\$982.56	
099123720150	Paints & coatings, walls & ceilings, interior, zero voc latex, for ceiling installation, add	[Adjusted by 099123741800]	1.00	S.F.	\$0.05	\$0.00	\$0.00	\$224.28	
099123720150	Paints & coatings, walls & ceilings, interior, zero voc latex, for work 8' x 15' high, add	[Adjusted by 099123748200]	1.00	S.F.	\$0.02	\$0.00	\$0.00	\$89.71	
099123720590	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, cut-in by brushwork	FOR CUT-IN PAINT	4,272.00	L.F.	\$0.35	\$0.10	\$0.00	\$1,922.40	
099123720590	Paints & coatings, walls & ceilings, interior, zero voc latex, for ceiling installation, add	[Adjusted by 099123741800]	1.00	S.F.	\$0.09	\$0.00	\$0.00	\$373.80	
099123720590	Paints & coatings, walls & ceilings, interior, zero voc latex, for work 8' x 15' high, add	[Adjusted by 099123748200]	1.00	S.F.	\$0.04	\$0.00	\$0.00	\$149.52	

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Wilco Jury Room Renovation
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Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
099123723210	Paints & coatings, walls & ceilings, interior, masonry or concrete block, latex paint, primer plus 2 finish coats, smooth, roller	FOR PAINT EXISTING WALL	10,680.00	S.F.	\$0.58	\$0.52	\$0.00	\$11,748.00	
099123723210	Paints & coatings, walls & ceilings, interior, zero voc latex, for ceiling installation, add	[Adjusted by 099123741800]	1.00	S.F.	\$0.15	\$0.00	\$0.00	\$1,548.60	
099123723210	Paints & coatings, walls & ceilings, interior, zero voc latex, for work '-15' high, add	[Adjusted by 099123748200]	1.00	S.F.	\$0.06	\$0.00	\$0.00	\$619.44	
101113134500	Chalkboards, porcelain enameled steel, wall hung, aluminum frame & chalktrough, 4' x 8'	LABOR ONLY FOR WALL MOUTED GLASS BOARD UNINSTALL AND RE-INSTALL AFTER PAINT	9.00	Ea.	\$117.46	\$0.00	\$0.00	\$1,057.14	
120505101100	Selective demolition, casework, wood base cabinets	DEMO EXISTING UPPER AND BASE CABINETS	160.00	L.F.	\$27.49	\$0.00	\$0.00	\$4,398.40	
120505101200	Selective demolition, countertop	DEMO EXISTING COUNTERTOPS	80.00	L.F.	\$6.87	\$0.00	\$0.00	\$549.60	
120505103110	Selective demolition, cabinet base trim	DEMO EXISTING CABINET TRIM	160.00	L.F.	\$1.65	\$0.00	\$0.00	\$264.00	
123223100800	Custom cabinets, kitchen base cabinets, hardwood, prefinished, 1 top drawer, 1 door below, 24" deep, 35" high, 12" wide, excl. countertops	NEW BASE CABINETS	80.00	Ea.	\$32.90	\$425.85	\$0.00	\$36,700.00	
123223105000	Custom cabinets, kitchen wall cabinets, hardwood, prefinished, 1 door, 12" deep, 30" high, 12" wide	NEW WALL CABINETS	80.00	Ea.	\$37.07	\$216.43	\$0.00	\$20,280.00	
123223106000	Custom cabinets, kitchen wall cabinets, hardwood, prefinished, corner cabinet, 12" deep, 30" high, 24" wide	NEW CORNER CABINETS	2.00	Ea.	\$45.40	\$465.93	\$0.00	\$1,022.66	
123223107800	Manufactured casework, cabinet filler, 3" x 24"	NEW CABINET FILLER AS NEEDED	20.00	Ea.	\$20.41	\$24.05	\$0.00	\$889.20	

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Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
123223107850	Manufactured casework, cabinet panel	NEW CABINETS PANEL TO FILL THE GAP AS NEEDED	80.00	S.F.	\$8.21	\$14.13	\$0.00	\$1,787.20	
123223352220	Wood casework hardware, door/drawer pulls, handles, projecting, metal, average	NEW CABINETS HARDWARE	160.00	Ea.	\$9.75	\$9.52	\$0.00	\$3,083.20	
123223353020	Wood casework hardware, drawer tracks/glides, average	NEW CABINETS HARDWARE	40.00	Pair	\$12.83	\$20.54	\$0.00	\$1,334.80	
123223354020	Wood casework hardware, hinges, average	NEW CABINETS HARDWARE	80.00	Pair	\$4.29	\$13.73	\$0.00	\$1,441.60	
123223355020	Wood casework hardware, locks, average	NEW CABINETS HARDWARE	40.00	Ea.	\$17.08	\$34.57	\$0.00	\$2,066.00	
123623303900	Countertops, plastic laminate, cutouts for sinks, lavatories	COUNTERTOP CUT-OUT FOR NEW SINKS	12.00	Ea.	\$34.15	\$0.00	\$0.00	\$409.80	
123653100040	Laboratory casework, counter tops, stainless steel, excl. base cabinets	NEW SS COUNTERTOP AT 2 JURY ROOM	20.00	S.F.	\$10.00	\$72.65	\$0.00	\$1,653.00	
123661162100	Solid surface countertop, acrylic polymer, solid colors, pricing for orders of 1-50 LF, 25" wide	NEW COUNTERTOP FOR 9 ROOMS AT LEVEL 1 & 2	80.00	L.F.	\$40.82	\$71.64	\$0.00	\$8,996.80	
220505101300	Fixture, sink, single compartment, selective demolition	DEMO EXISTING SINK	12.00	Ea.	\$48.38	\$0.00	\$0.00	\$580.56	
220529109999	Plumbing labor per RS Means Trade, for Miscellaneous plumbing work.	FOR MODIFY EXISTING PLUMBING PIPE AS NEEDED FOR NEW SINKS , MULTI-TRIPS 2 MAN 2 DAYS PER ROOM	36.00	Day	\$597.20	\$0.00	\$0.00	\$21,499.20	
220719100245	Insulation, insulated protectors (ADA), for exposed piping under sinks or lavatories, vinyl coated foam, velcro tabs, p trap, 1-1/4" or 1-1/2"	UNDER SINK PIPE INSULATION	12.00	Ea.	\$12.09	\$18.86	\$0.00	\$371.40	
224116131960	Lavatory, vanity top, stainless steel, self-rimming, ledge, single bowl, 17" x 22", includes trim	NEW SINK ON COUNTERTOPS	12.00	Ea.	\$107.99	\$325.00	\$0.00	\$5,195.88	

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Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
224116133580	Lavatory, vanity top, rough-in, supply, waste and vent	ROUGH IN FOR NEW SINKS	12.00	Ea.	\$300.33	\$545.00	\$0.00	\$10,143.96	
224139101320	Faucets/fittings, kitchen sink, single control lever handle, polished chrome, with pull out spray	NEW FAUCET FOR SINKS	12.00	Ea.	\$38.34	\$187.00	\$0.00	\$2,704.08	
230505101610	Ductwork, flex, prefabricated, selective demolition	DEMO EXISTING FLEX DUCT	90.00	L.F.	\$1.35	\$0.00	\$0.00	\$121.50	
230505101640	Diffusers, registers or grills, 21" thru 36" max dimension, selective demolition	DEMO DIFFUSERS AND RETURN GRILLES	24.00	Ea.	\$10.45	\$0.00	\$0.00	\$250.80	
230505102120	Fans, up thru 1 HP or 2,000 CFM, selective demolition	DEMO EXISTING EXHAUST FAN IN RRS	6.00	Ea.	\$84.50	\$0.00	\$0.00	\$507.00	
233113192000	Duct accessories, fabrics for flexible connections, with metal edge	FLEXIBLE DUCT CONNNECTOR	36.00	L.F.	\$3.71	\$5.55	\$0.00	\$333.36	
233346101600	Ductwork, flexible coated fiberglass fabric on corrosion resistant metal helix, non-insulated, 8" diameter, pressure to 12"(WG) UL-181	NEW FLEXIBLE DUCTS	90.00	L.F.	\$3.33	\$4.36	\$0.00	\$692.10	
233423106670	Fans, residential, bath exhaust, grille, back draft damper, 110 CFM	FOR RESTROOM EHAUST AIR DEVICES	6.00	Ea.	\$38.74	\$110.00	\$0.00	\$892.44	
233713100620	Diffuser, aluminum, ceiling, perforated, 24" x 24" lay-in panel size, 24" x 24", includes opposed blade damper	NEW DIFFUSERS	15.00	Ea.	\$41.28	\$390.00	\$0.00	\$6,469.20	
233713605280	Register, air return, ceiling or wall, fixed face blades, anodized aluminum, 45 Deg., 24" x 24", includes adjustable opposed blade damper	NEW REGISTERS	9.00	Ea.	\$33.66	\$74.50	\$0.00	\$973.44	
260505500100	Fixture hanger, flexible, 1/2" diameter, electrical demolition, remove	FOR DEMO EXISITNG LIGHT FIXTURE	62.00	Ea.	\$10.32	\$0.00	\$0.00	\$639.84	
260505504200	Fluorescent fixture, explosionproof, electrical demolition, remove	DEMO EXISTING LIGHTS	62.00	Ea.	\$45.69	\$0.00	\$0.00	\$2,832.78	
260505505850	Fixture whip, electrical demolition, remove	DEMO EXISTING LIGHT FIXTURE	62.00	Ea.	\$3.71	\$0.00	\$0.00	\$230.02	

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Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
260519350045	Wire connector, screw type, insulated, #12 to #6	CONNECTOR FOR ELECTRICAL WIRE	48.00	Ea.	\$2.06	\$0.65	\$0.00	\$130.56	
260519901200	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	ELECTRICAL WIRE	16.00	C.L.F.	\$33.87	\$35.15	\$0.00	\$1,104.32	
260519901300	Wire, copper, stranded, 600 volt, #8, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	ELECTRICAL WIRE	0.00	C.L.F.	\$46.33	\$65.48	\$0.00	\$0.00	
260519901350	Wire, copper, stranded, 600 volt, #6, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	ELECTRICAL WIRE	0.00	C.L.F.	\$57.19	\$102.08	\$0.00	\$0.00	
260526800250	Ground clamp, bronze, 3/4" diameter	ELECTRICAL GROUNDING CLAMPS FOR PIPES	2.00	Ea.	\$11.60	\$4.56	\$0.00	\$32.32	
260526800340	Ground wire, copper wire, bare solid, #10	GROUNDING WIRES	2.00	C.L.F.	\$30.99	\$35.63	\$0.00	\$133.24	
260529200800	Strap, steel, 2 holes, EMT, 3/4" diameter	FOR CONDUIT HANGER STRAPS	24.00	Ea.	\$0.84	\$0.24	\$0.00	\$25.92	
260529204116	Hangers, trapeze channel support, steel, 18" wide, steel	FOR CONDUIT HANGERS	42.00	Ea.	\$44.73	\$64.52	\$0.00	\$4,588.50	
260529204650	Junction boxes, steel channel, 1 channel	NEW JUNCTION BOX	4.00	Ea.	\$23.32	\$133.86	\$0.00	\$628.72	
260529206650	Strap, steel channel, EMT, 3/4" diameter	ELECTRICAL CONDUIT HANGER STRAPS	36.00	Ea.	\$0.84	\$1.48	\$0.00	\$83.88	
260533135020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS	120.00	L.F.	\$2.86	\$1.97	\$0.00	\$579.60	

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Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
260533135340	EMT offsets, 3/4" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	12.00	Ea.	\$5.97	\$0.00	\$0.00	\$71.64	
260533135700	EMT elbows, 1" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	2.00	Ea.	\$9.27	\$7.37	\$0.00	\$33.26	
260533136220	EMT couplings, set screw, steel, 3/4" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	40.00	Ea.	\$1.97	\$2.65	\$0.00	\$184.80	
260533136520	EMT boxes connectors, set screw, steel, 3/4" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	36.00	Ea.	\$3.39	\$2.09	\$0.00	\$197.28	
260533137020	EMT to conduit adapters, (compression), 3/4" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	12.00	Ea.	\$6.20	\$7.42	\$0.00	\$163.32	
260533137420	EMT-LB, LR or LL fittings with covers, set screw, 3/4" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	2.00	Ea.	\$18.53	\$11.36	\$0.00	\$59.78	
260533138320	EMT 1 hole clips, 3/4" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	24.00	Ea.	\$0.79	\$0.46	\$0.00	\$30.00	
260533138510	EMT clamp back spacers, 3/4" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	42.00	Ea.	\$0.79	\$1.95	\$0.00	\$115.50	

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Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
260533138710	EMT couplings, compression, steel, 3/4" diameter, to 15' H	ELECTRICAL ELECTRICAL CIRCUIT CONDUITS FITTINGS	48.00	Ea.	\$5.53	\$3.94	\$0.00	\$454.56	
260533160370	Outlet boxes, pressed steel, 4-11/16" square, 2-1/8" deep, 3/4" to 1-1/4" KO	ELECTRICAL ELECTRICAL BOXES	14.00	Ea.	\$18.53	\$8.91	\$0.00	\$384.16	
260533160940	Outlet boxes, pressed steel, bar hanger, for wood and masonry boxes, incl 3/8" stud	ELECTRICAL ELECTRICAL BOXES SUPPORTS	2.00	Ea.	\$7.00	\$6.74	\$0.00	\$27.48	
260533351090	Flexible metallic conduit, sealtite, 3/4" diameter	FOR ELECTRICAL FLEXIBLE CONDUITS	80.00	L.F.	\$3.71	\$1.91	\$0.00	\$448.80	
260533953040	Knockouts, metal boxes & enclosures, with hole saw, 3/4" pipe size, to 8' high	KNOCKOUT ELECTRICAL BOXES	48.00	Ea.	\$7.89	\$0.00	\$0.00	\$378.72	
260923100120	Lighting devices, occupancy sensors, dual technology, ceiling mounted	LABOR ONLY FOR UNINSTALL AND RE- INSTALL EXISTING OCCUPANCY SENSOR AS NEEDED	2.00	Ea.	\$114.38	\$0.00	\$0.00	\$228.76	
260923100660	Lighting devices, daylight level sensor, wall mounted, on/off or dimming, up to 50 ballasts	LABOR ONLY FOR UNINSTALL AND REINSTALL EXISTING LIGHT SWITCHES	9.00	Ea.	\$92.66	\$0.00	\$0.00	\$833.94	

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Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
260936132000	Lighting control module	LABOR ONLY FOR UNINSTALL, RE-INSTALL AND MODIFY EXISTING LIGHT CONTROLS AS NEEDED FOR ALL 9 ROOMS	9.00	Ea.	\$370.62	\$0.00	\$0.00	\$3,335.58	
262416200100	Circuit breakers, bolt-on, 10 k A I.C., 1 pole, 120 volt, 15-50 amp	NEW CIRCUIT BREAKER FOR OUTLETS	3.00	Ea.	\$37.06	\$24.56	\$0.00	\$184.86	
262416200400	Circuit breakers, bolt-on, 10 k A I.C., 2 pole, 240 volt, 15-50 amp	NEW CIRCUIT BREAKER FOR EQUIPMENT	1.00	Ea.	\$46.33	\$61.15	\$0.00	\$107.48	
262726202470	Duplex receptacle, grounded, 120 volt, 20 amp	NEW RECEPTACLES	2.00	Ea.	\$13.74	\$15.75	\$0.00	\$58.96	
262726202482	Duplex receptacle, ground fault interrupting, 20 amp	LABOR ONLY FOR UNINSTALL AND REINSTALL EXISTING RECEPTACLES AS NEEDED	12.00	Ea.	\$27.48	\$0.00	\$0.00	\$329.76	
262726202540	Duplex receptacle, isolated ground, 20 amp		2.00	Ea.	\$13.74	\$38.04	\$0.00	\$103.56	
262726202600	Wall plates, stainless steel, 1 gang		14.00	Ea.	\$4.63	\$2.01	\$0.00	\$92.96	
262726207310	Connector adapter, to flexible conduit, 3/4"	FLEX TO EMT CONNNECTORS	62.00	Ea.	\$7.41	\$8.72	\$0.00	\$1,000.06	
265113100300	Fixture hangers, box hanger with mounting strap	FIXTURE HANGER FOR NEW AND RELOCAED FIXTURE	62.00	Ea.	\$46.33	\$14.45	\$0.00	\$3,767.74	
265113550100	Interior LED fixtures, downlight, recess mounted, 25 watt, 7.5" diameter, incl lamps, mounting hardware and connections		6.00	Ea.	\$46.33	\$351.50	\$0.00	\$2,386.98	

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Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
265113551000	Interior LED fixtures, troffer, recess mounted, 3,200 lumens, 2' x 4', replaces two T8 lamp, incl lamps, mounting hardware and connections	NEW LIGHT FIXTURE	45.00	Ea.	\$70.29	\$180.08	\$0.00	\$11,266.65	
265113552020	Interior LED fixtures, strip, surface mounted, 5,000 K, two light bar 4' long, incl lamps, mounting hardware and connections	FOR NEW DOWN LIGHTS	11.00	Ea.	\$53.04	\$423.72	\$0.00	\$5,244.36	
266113300360	Fixture whips, 3/8" greenfield, 2 connectors, THHN wire, three #12, 6' long	NEW WHIPS FOR NEW AND RELOCATECD LIGHT FIXTURE	13.00	Ea.	\$11.60	\$11.89	\$0.00	\$305.37	
284620505610	Detection system, strobe & horn, ADA type, excluding wires & conduits	LABOR ONLY FOR UNINSTALL AND RE-INSTALL EXISTING FIRE ALARM AND STROBE	9.00	Ea.	\$183.26	\$0.00	\$0.00	\$1,649.34	
337119179960	Electrical underground ducts and manholes, nylon polyethylene pull rope, 1/4"	FOR PULLING ROPES	99.73	L.F.	\$0.37	\$0.16	\$0.00	\$52.86	
								\$269,629.63	
								SubTotal (ExtendedTotal)	\$269,629.63
								Coefficient (Omnia JOC Standard Hour 35% on Extended Total)	\$94,370.37
								Grand Total	\$364,000.00

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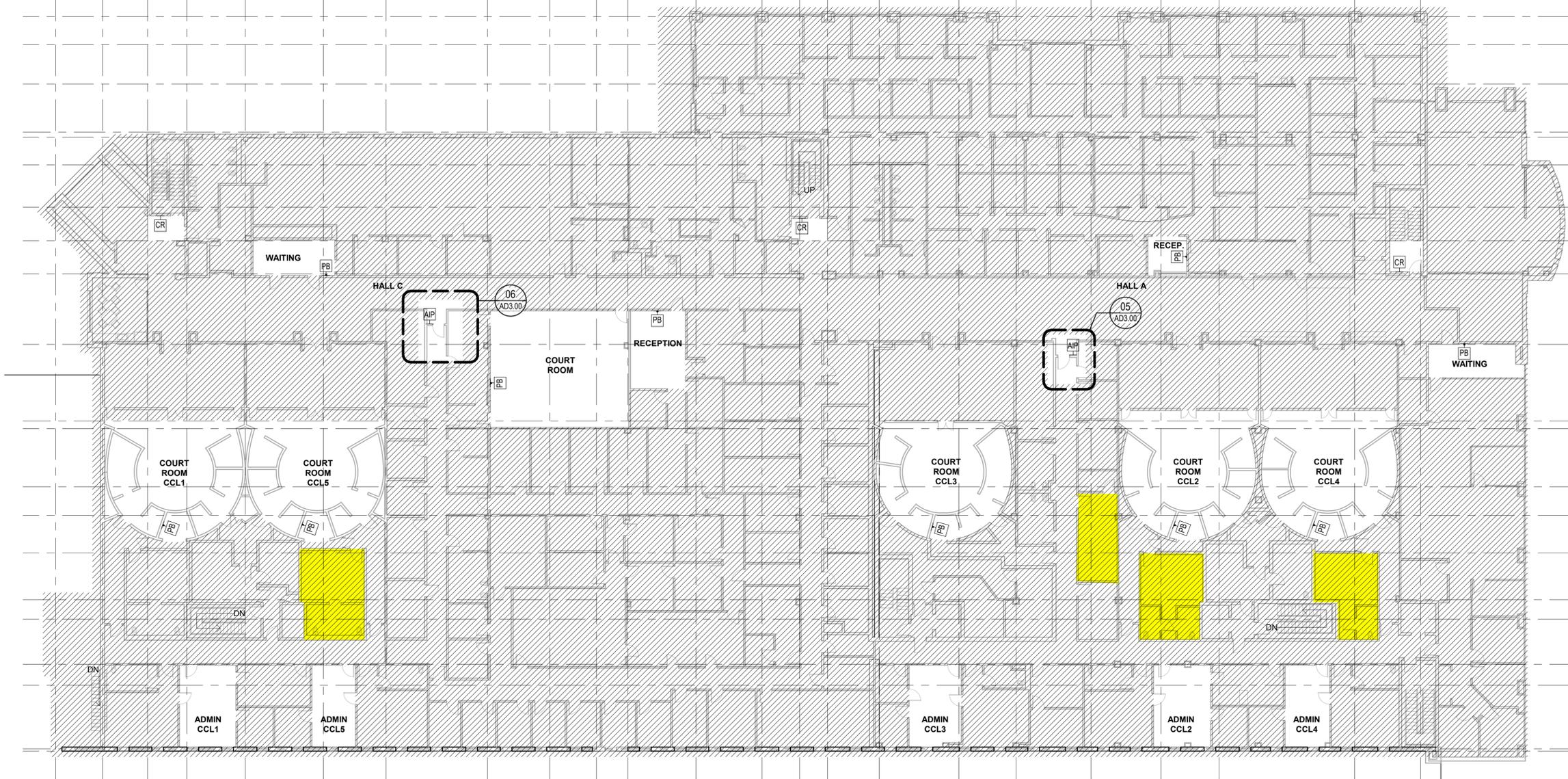


01 FLOOR PLAN - DEMOLITION - LEVEL 01 - OVERALL - JUSTICE CENTER
1/16" = 1'-0"



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01 FLOOR PLAN - DEMOLITION - LEVEL 02 - JUSTICE CENTER
1/16" = 1'-0"