

**CONTRACT FOR
“TURN-KEY LED STREETLIGHT PROJECT”**

This Contract is made as of the 29th day of June, 2020 (the “Effective Date”), by and between the Town of Suffield, a municipal corporation organized and existing under the laws of the State of Connecticut (the “Town”), and Tanko Streetlighting, Inc., a California corporation operating as a Foreign Corporation in the State of Connecticut, 220 Bayshore Blvd, San Francisco, CA 94124 (the “Contracting Party” or “Tanko”). The Town and Tanko may individually be referred to herein as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, in consideration of the payments and agreements hereinafter stated, Tanko hereby agrees to provide to the Town a turn-key LED streetlight conversion as described in its Proposal in Response to the Town of Suffield’s Request for Proposal for Municipal Streetlight LED Retrofit, Management and Maintenance Services dated July 10, 2018, and more specifically described in Exhibit A hereto – Scope of Services hereinafter called the “Work”, in accordance with the conditions and prices stated in Exhibit B hereto – Pricing, and the Town hereby agrees to pay Tanko in accordance with said Exhibit B – Pricing.

NOW THEREFORE, in consideration of the recitals set forth above and the Parties’ mutual promises and obligations contained below, the parties agree as follows:

1. Work – Tanko agrees to perform the Work described more fully in the attached Exhibit A – Scope of Services, for the conversion of the Town’s streetlights to LED fixtures. Tanko also agrees to comply with all of the terms and conditions set forth herein.

2. Term – The Term of this Contract shall commence on the date hereof and end on May 31, 2021. Specifically, the Work shall be completed by a schedule and a date mutually agreed upon by the Parties. All work is anticipated to be completed no later than May 31, 2021, subject to punch list items identified by the Town.

If Tanko is delayed in the performance of any of its obligations under this Contract by the occurrence of a Force Majeure Event¹ which materially and adversely affect its ability to perform the Work, then the time for Tanko to perform the Work shall be extended for such time as the Town shall reasonably determine is necessary to permit Tanko to perform in light of the effects of the Force Majeure.

If a Force Majeure occurs which makes the performance of the Agreement impossible without the expenditure of additional Town funds, the Town may, at its option, elect to terminate

¹ “Force Majeure Event” shall mean an act, event or occurrence which may not reasonably be anticipated or avoided or is otherwise beyond the reasonable control of a Party, including (i) war, hostilities, insurrection, riot, vandalism or other public disorder or civil disturbance, expropriation or confiscation, strikes, lockouts or other labor disputes, a change of law, acts of God, fires, hurricanes, lightning and thunder storms, tornadoes, mudslides, earthquakes, epidemic or quarantine; (ii) wind velocity at a constant speed or in gusts such that a reasonable professional qualified operator engaged in the business of performing such maintenance or repair on comparable facilities would not make the required repair at such time due to risks to persons or property, and (iii) delays due to conditions that prohibit or limit access to the site or that create unsafe working conditions and that are caused by inclement weather within the vicinity of the site.

this Agreement upon thirty (30) days written notice and shall pay Tanko for any services rendered up to the date the Agreement is terminated.

3. Contract Documents – The Contract includes the Scope of Services (Exhibit A), Pricing (Exhibit B), and Insurance Requirements (Exhibit C), which are included by reference and made a part hereof.

4. Price and Payment – The Parties agree that Tanko shall complete the Work described as “Turn-Key LED Streetlight Project” (as more fully described in Exhibit A – Scope of Services) for the Not to Exceed Amount of Two Hundred Seventy Thousand, Six Hundred Sixteen Dollars and Fifty Cents (\$270,616.50) and all work in connection therewith, under the terms of this Contract, including all equipment, tools, superintendent, labor, insurance, and other accessories and resources necessary to complete said Work in accordance with the conditions and prices stated in the Pricing (Exhibit B).

Tanko will bill the Town as provided on Exhibit B monthly based upon work completed each month, with invoices broken down to show the quantity of work performed and provide such supporting data as may be required by the Town.

The Town will pay Tanko upon review and approval of such invoices by the Town or its designee no later than thirty (30) days after Town’s receipt of invoice and supporting data as may be required by the Town.

If the Town in good faith disputes any amount so invoiced, Town shall so notify Tanko and pay the undisputed amount and the Parties shall endeavor diligently and in good faith to resolve any issue with respect to the amount remaining in dispute within thirty (30) days after the date of Tanko’s receipt of notice of the disputed amount. If agreement is not reached within such thirty (30) day period, the Parties will continue to try to resolve such dispute; provided, however, that either Party may instead submit the dispute for resolution through mediation or arbitration. If the dispute is not resolved within thirty (30) days of submitting it to mediation or arbitration, or if neither Party submits the dispute to mediation or arbitration, either Party may pursue whatever rights it has available under this Contract in the courts of the State of Connecticut for resolution.

Any amount determined to be owed by one Party to the other Party after the date such amount is due shall accrue interest until the date that said amount is paid at an annual rate equal to twelve percent (12%). Unless agreed otherwise, contested amounts determined by agreement, arbitration, mediation or otherwise to be due shall accrue interest from the due date of the original invoice.

5. Right to Terminate – If Tanko fails to comply with any of the terms, provisions or conditions of this Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and to terminate it and to resubmit the subject matter of the Contract to further public procurements.

Following termination of this Contract, the Parties shall be relieved of all further obligations hereunder except:

- a. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT NEITHER PARTY NOR ANY OF THEIR RESPECTIVE BOARDS, COMMISSIONS, OFFICERS, AGENTS, OFFICIALS, EMPLOYEES, SERVANTS, VOLUNTEERS, CONTRACTORS AND REPRESENTATIVES SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR REVENUES.
- b. Notwithstanding the above, the Town shall remain liable for payments for the services and/or expenses of Tanko accrued prior to the effective date of the notice of termination in compliance with this Agreement (plus all costs reasonably incurred by Tanko in closing the Work and less all costs reasonably incurred by the Town as a result of Tanko's default, if any), as determined by the Town, but for no other amounts including, without limitation, claims for indirect, punitive, consequential, or exemplary damages, or for lost profits on work not performed.
- c. Notwithstanding the above, Tanko shall be liable to Town for all damages arising out of its obligations hereunder, including specifically the indemnity obligations stated herein and all additional costs incurred by the Town resulting from Tanko's default and the incremental cost to Town of replacing Tanko to perform any remaining Work.

6. No Waiver or Estoppel – Either Party's failure to insist upon the strict performance by the other of any terms, provisions and conditions of this Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each Party shall have the right thereafter to insist upon the other Party's strict performance, and neither Party shall be relieved of such obligation because of the other Party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

7. Payment Bond – Within ten (10) business days following Notice to Proceed with the project's construction phase (Task 5 of Exhibit A – Scope of Services), Tanko shall provide the Town with 100% payment and performance bond(s) from a surety company licensed to do business in the State of Connecticut and with a minimum rating of A from AM Best.

8. Indemnification and Insurance – To the fullest extent permitted by law, Tanko agrees to defend, indemnify and hold harmless the Town of Suffield, its respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensations, penalties, fines, liabilities or judgments of any name or nature for, including but not limited to, injuries or alleged injuries to person(s) (including without limitation bodily injury, sickness, disease or death), or damage to or destruction of property, real or personal, or financial losses (including without limitation those caused by loss of use) sustained by any person or concern (including but not limited to officers, agents, officials, employees, servants, volunteers, contractors and representatives of the Town of Suffield, its boards and commissions) arising from, or alleged to have arisen from, any and all acts or omissions of Tanko, its employees, agents, servants, contractors, and/or representatives in the performance of this Contract. This indemnification shall not be affected by other portions of this Contract relating to insurance requirements.

Prior to commencing the Work, Tanko shall name the Town of Suffield as an additional insured and will procure and keep in force at all times, at its own expense, insurance in accordance with Exhibit C - Insurance Requirements attached hereto and incorporated by reference herein.

9. Prevailing Wages Rates – All trade laborers, mechanics, and technicians, whether employed by Tanko or any of its subcontractors, shall be paid the prevailing labor wage rate for all Work performed as part of this project. The Town shall provide the current prevailing wage rates at the time of contract signing.

10. Licenses, Fees, Permits and Code Compliance – Tanko shall perform all of its duties and obligations under this agreement in a good, workmanlike, and commercially reasonable manner and shall be responsible for obtaining and maintaining all requisite licenses and permits and shall be solely responsible for all fees for such obligations. Tanko is responsible for and shall ensure that all work hereunder shall be done in a timely manner by properly licensed individuals and contractors and in compliance with all applicable local, state and federal laws, codes, regulations, industry standards and protocols (including local utility requirements) in the design and performance of the Work hereunder.

11. Warranty – Upon installation, Tanko shall only be responsible for warranty work related to materials and installation for a period of one year from the installation date of each fixture. The installation warranty will cover fixture or photocell failure and issues related to the installation, such as incorrect mounting or wiring of fixture. The installation warranty will not cover issues unrelated to the installation, such as fuse failure, knockdowns, wire shorting, disconnection of the pole or arm from power source, weather related damage, vandalism, Acts of God, or unrelated capital work impacting the pole or fixture.

12. Notice – Any notices provided for hereunder shall be given to the Parties in writing (which may be hardcopy, facsimile, or e-mail) at their respective addresses set forth below:

If to the Town:

Melissa Mack
First Selectman
Suffield Town Hall
83 Mountain Road
Suffield, CT 06078

If to Tanko:|

Jason Tanko
Chief Executive Officer
Tanko Streetlighting, Inc.
220 Bayshore Blvd.
San Francisco, CA 94124

13. Governing Law – This Contract shall be governed by and interpreted in accordance with the laws of the State of Connecticut without regard to conflicts of law principles

and courts of the State of Connecticut shall be the sole venue for any suit brought under this Contract.

14. Entire Agreement – This Contract, together with its attached exhibits, contains the entire agreement between the Parties hereto with respect to the subject matter hereof and any prior agreements, discussions, or understandings, written or oral, are superseded by this Contract and shall be of no force or effect, provided however, that in the event of any inconsistencies between this Contract and any attachments hereto, the terms of this Contract shall control.

15. Execution – This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by each of the Parties hereto and delivered (including delivery by facsimile) to each of the Parties.

IN WITNESS THEREOF, the Parties have executed this contract as of the last date signed below.

TOWN OF SUFFIELD

TANKO STREETLIGHTING, INC.

By Melissa M Mack
MELISSA M. MACK,
FIRST SELECTMAN

By [Signature]
JASON TANKO, CHIEF EXECUTIVE
OFFICER

Date: 6-29-2020

Date: 6-29-2020

EXHIBIT A – SCOPE OF SERVICES

Overview:

Following the Town's purchase of streetlights from Eversource, Tanko will provide to the Town a turn-key LED streetlight conversion including all materials and labor required to install the 691 fixtures identified in Exhibit B – Pricing from the Town's current fixtures to more efficient LED fixtures (as identified in Exhibit B).

Phase 1: Audit/Project Development

Pursuant to a separate contract Tanko completed Phase 1 whereby Tanko conducted an audit of the Eversource streetlights to be purchased and developed a plan for conversion of those streetlights to more efficient LED fixtures.

As described below, this Exhibit A covers Phase 2: Project Implementation and Phase 3: Project Closeout and Deliverables for the installation of the 691 fixtures identified in Exhibit B – Pricing.

Phase 2: Project Implementation

This task is the crux of the entire project, as it will be the point at which installation occurs and the first opportunity for the public to experience the project's benefits. Phase 2 will include the following Tasks:

Task 1: Materials Procurement

Tanko will purchase the Town's preferred fixtures as described in Exhibit B – Pricing, and will stage the receipt of fixture shipments for installation in a manner that ensures the secured storage of materials at the designated storage location for the project. Tanko will ensure that the fixtures purchased meet the Town's warranty and technical specification requirements.

Deliverables:

- Product Submittals: Upon approval of final project design, Tanko will provide the Town with final product submittal sheets for final approval. Once submittal sheets have been approved, Tanko will order the materials.

Task 2: Installation Subcontractor Selection

Tanko will review a variety of factors, including price, qualifications, availability of crews, and responsiveness and will vet all of the possible subcontractors with Town staff and ensure that the selected subcontractor for the project's installation scope of work is qualified, with the experienced field labor necessary for the project.

The selected subcontractor will provide installation, technical assistance, traffic control support, and maintenance services for this project. The selected subcontractor's efforts will be directed by a Tanko Project Manager, who will be responsible for all logistics and field installation, including safety and traffic control, and all management of field staff. The selected subcontractor will have ample local storage facilities from which to safely store all equipment and materials needed for this project. Further, the selected contractor will utilize equipment, such as bucket trucks, traffic control signage, etc. necessary for a quality and safe installation of the LED luminaries identified

above. The selected subcontractor will have experience with municipal lighting projects and qualified staff highly-trained in the nuances of electrical installation work and safety. The selected subcontractor shall also name the Town as an additional insured on its insurance covering all tasks assigned to it under this Phase 2 contract.

Once Tanko's recommended subcontractor is approved by the Town, Tanko will execute a subcontract with said subcontractor and will coordinate all of the installation tasks with the subcontractor and be responsible for and supervise the installation of the LED luminaries identified in Exhibit B.

Deliverables:

- Subcontractor Request for Qualifications/Pricing: A document that will be issued to prospective local subcontractors outlining the project's scope of work and required qualifications/responses.
- Subcontractor Recommendation: A summary of responses from bid packages as well as a recommendation of which firm to select.

Task 3: Final Review and Documentation of Cost Estimates

Tanko will conduct a final review of all energy cost savings estimates with the Town to ensure accuracy and compliance. Tanko will immediately address any questions or concerns and will provide clear explanations should any changes need to be made. Once the savings and cost estimates and design are completed to the Town's satisfaction, Tanko will provide the Town with final documentation of the energy cost savings.

Deliverables:

- Final Cost Estimates: A report confirming all energy use and cost savings and construction cost estimates associated with the project. This will be delivered to the Town for final approval prior to the commencement of project implementation.

Task 4: Logistics Management

Tanko will ensure that all logistics are carefully coordinated for the project. Tanko will work with the Town's main point of contact to develop an installation plan that minimizes inconvenience to the Town and includes ordering schedules, traffic control plan, waste disposal procedures (that comply with all applicable State and Federal laws), and installation and commissioning schedules (including hours of installation) as required to the Town.

Tanko will hire and manage the qualified installation subcontractor (see Installation Subcontractor Selection section above), as well as maintain proper communication and coordination with installers to ensure installation quality, compliance with project schedule and proper handling of old fixtures. Tanko will facilitate a pre-construction meeting with Town staff and installers to review the traffic control plans, work safety, public safety and waste material handling procedures and requirements prior to the start of installation.

Tanko will coordinate any police protection crew needs at no additional cost to the Town. In Tanko's experience, eighty percent of any streetlight conversion project is comprised of residential locations and twenty percent is comprised of arterial locations. In past projects, Tanko has used "Road Work Ahead" signs at neighborhood entrances to notify traffic of the installation.

Due to these activities, and the fact that installation moves quickly, police details are typically not required in residential locations, as the risk to the public is minimal. As such, Tanko will work with the Town during the design and Replacement Plan phase of the project to identify the major roads that it anticipates will require police details and the ideal working hours for which to schedule any installations in potentially traffic-congested locations. In the event that police detail is required, Tanko will notify the Town but will do so in a way that minimizes costs to the extent practicable. Upon obtaining Town approval, Tanko will directly schedule protection crew assistance with the Police Department.

Deliverables:

- Logistics Management Details: Ordering, traffic control plans, required permits, disposal strategy, pre-construction meeting, ongoing meetings, installation and commissioning schedules and direct management of all subcontractors.

Task 5: Installation

Utilizing the data from the audit and design processes completed during Phase 1, Tanko will develop installation maps and provide those maps to both installers and Town staff for accurate project tracking. Following Notice to Proceed with the project's construction phase from the Town, Tanko will cause the installation subcontractor to install the 691 fixtures identified in Exhibit B – Pricing.

Tanko will use the installation data to provide Weekly Installation Reports to the Town. In addition, project staff will conduct site visits at the beginning, middle and end of the installation phase to ensure quality control. Daily remote installation data monitoring will also be utilized to ensure quality control.

During the comprehensive GIS audit phase completed during Phase 1, Tanko tracked any poles that did not have Eversource compliant labeling and badging. These sites were flagged, and Tanko will ensure that the required labels and/or stickers will be installed or replaced as required during installation. Additionally, installers will verify and document voltage at each location prior to LED fixture installation. Tanko will maintain a defect log related to any further utility defects such as incorrect voltage or unpowered locations suitable for presentation under NB-208 requirements for utility remediation during project closeout. Finally, during the commissioning phase, Tanko will conduct a final review of locations to ensure that any labeling issues are corrected.

In addition to other potential utility responsible defect tracking, Tanko will track all existing fixtures during installation and verify the Phase 1 audit inventory type and installed wattage and correlation to final utility provided Net Book Value and associated inventory or make notes of reconciliation errors in a separate log. This error log to be used in any required NB-208 reconciliation and will be presented by Tanko to the utility during closeout to address known utility inventory errors and request billing correction for any applicable lookback period. The final reconciled field audit data developed will also be provided in a suitable format for use by the Town for required annual reporting to the utility and as a basis for future inventory records following implementation.

Tanko will ensure that the installation subcontractor provides proper environmental disposal for this project and will provide copies of appropriate environmental disposal documentation during the Project Close-Out phase (below).

Tanko will be responsible for warranty work related only to materials and installation for a period of one year from the installation date of each fixture (please note that this warranty period can be extended at the Town's request for an additional cost). The installation warranty will cover fixture or photocell failure and issues related to the installation, such as incorrect mounting or wiring of fixture. The installation warranty will not cover issues unrelated to the installation, such as fuse failure, knockdowns, wire shorting, disconnection of the pole or arm from power source, weather related damage, vandalism, Acts of God, or unrelated capital work impacting the pole or fixture.

Tanko will serve as first-responder to all outages, per the scope of work outlined in the Parties' Contract for "Streetlight Maintenance Services".

Deliverables:

- Installation Route Map: An overview map identifying the planned installation route by region/neighborhood.
- Installation Maps: Maps with particular locations and fixture information used to dispatch installation crews and allow Town staff to track installation routes.
- Installation: The installation subcontractor will replace existing fixtures with the LED fixtures identified in Exhibit B - Pricing
- Weekly Installation Report: A detailed listing of the locations completed during the installation phase, along with maps corresponding to locations.

Task 6: Commissioning – Final Testing and Inspections

Upon completion of the installation, Tanko will ensure that the installers perform final inspection on all fixtures, correct any "punch list" items, test lights to ensure that they work, and identify locations where repair needs Town assistance. Tanko will provide the Town with a complete commissioning report outlining any errors and actions taken to correct errors.

Deliverables:

- Commissioning Report: Detailed analysis of final installation verification and testing, including an outline of any errors and actions taken to correct errors.

Phase 3: Project Closeout and Deliverables

A project will not be deemed completed until the final documentation and administrative requirements are met. Tanko understands that proper follow through is essential to considering a project successfully executed. To that end, Tanko will coordinate all final reporting and data requirements to ensure that the Town considers the project is compliant and complete. Phase 3 will include the following milestones:

Task 1: Rebate & Rate Change Coordination

Tanko will comply with all requirements to ensure replacement LED luminaires receive rebates for which the Town is eligible. Tanko has extensive experience working with utility rebate programs – and Eversource programs in particular – to document and verify rebates for Town streetlight conversion projects.

Tanko will prepare all necessary and required documentation for the rebates and submit these to the appropriate departments within Eversource. Tanko will follow up with Eversource to confirm that the materials have been received and are in process. As the Town will be the recipient of the rebate, Eversource will negotiate with the Town directly regarding the timing and issuance of the rebates. Therefore, if known, Tanko will provide the contact information for the Eversource staff person processing the application for the Town staff to secure the final rebate payment. If there are any inquiries from Eversource to the Town regarding the submitted applications, Tanko will assist the Town with responding to any questions at no additional charge.

Tanko will also coordinate with Eversource to accomplish rate reductions to reflect newly-installed LED fixtures. To facilitate this, Tanko will prepare the necessary documentation, including Eversource NB-208 forms, corrected to reflect the reconciled data. All streetlight records acquired by the Town from the Utility will be included in the NB-208 submissions. If the Eversource inventory still contains streetlights that the installation confirms no longer exists, then Tanko will, with the Town's approval, flag them for removal from the inventory list at this time. Tanko confirmed through the project including but not limited to field verified pre-conversion installed wattage or lamp type errors, fixtures which are included in the utility inventory, billing and NBV that cannot be located or fixtures located that are not included in utility billing or NBV, submit to Eversource, confirm the data and associated materials have been received and obtain the timing for the modification to be processed. If known, Tanko will provide the contact information for the appropriate Eversource personnel addressing any rate changes for the Town. Based on the timeframe provided by Eversource, the Town staff will need to confirm that the modification appears in the Town utility bills. If there are any inquiries from Eversource to the Town regarding the submitted applications, Tanko will assist the Town with responding to any questions at no additional charge.

Deliverables:

- Rebate and Tariff Change Documentation: A compilation of copies of paperwork submitted and processed with Eversource regarding rebate applications and tariff rate changes and correction of inventory, pre-installation billing errors and NBV errors.

Task 2: Reporting

Tanko will provide all necessary documentation to fulfill the requirements of the Town's compliance and reporting for this project. This includes but is not limited to reporting of the following requirements:

1. Pre and post-construction "as built" electronic GIS records (in ARCMAP 10.2.2 format) for all newly installed streetlights in the Town, including all wattages, badge numbers, locations, and other associated attributes
2. Manufacturer warranties and manuals for all equipment
3. Copies of any relevant tests, inspections, permits, or approvals
4. Environmental disposal documentation

Deliverables:

- Final Reporting Documentation: Final requirements, such as pre and post-construction electronic GIS records for all newly-installed streetlights in the Town,

including all wattages, pole numbers, locations, and other associate attributes, and environmental disposal documentation.

- Utility Defect List: A detailed defect record for utility responsible repairs and other related mitigation
- Field Verified Inventory: A comprehensive inventory including all required data fields to be used by the Town as the basis for owned fixture tracking and any required annual reporting
- Field Inventory Error List: Compilation of discrepancies between field verified units and utility reported inventory and Net Book Value basis calculations in an NB-208 format suitable for submission to the utility and correction of NBV and historical billing errors.

EXHIBIT B – PRICING***Option 1: GE Products**

Suffield LED Streetlight Conversion Project Pricing - GE			
June 8, 2020			
<i>Project Pricing Proposal for Installation through Closeout</i>			
LED Description - Model Number	Quantity	Turnkey LED Conversion Unit Price	Extended Price
23W Type A - ERLC-0-03-A4-30-A-GRAY-R	220	\$276.63	\$60,858.49
22W Type D - ERL1-0-03-D3-30-A-GRAY-R	11	\$276.63	\$3,042.92
43W Type A - ERLC-0-05-A4-30-A-GRAY-R	138	\$285.63	\$39,416.87
39W Type D - ERL1-0-05-D3-30-A-GRAY-R	20	\$285.63	\$5,712.59
84W Type C - ERL1-0-09-C3-30-A-GRAY-R	52	\$321.63	\$16,724.74
85W Slipfitter Flood - UFLD-C25-D-U-66-C-7030-4N7-AP	2	\$586.63	\$1,173.26
128W Slipfitter Flood - UFLD-C40-D-U-66-C-AP-7030-4N7-AP	3	\$668.63	\$2,005.89
128W Trunnion Flood - UFLD-C40-D-U-66-T-AP-7030-4N7-AP	1	\$661.63	\$661.63
128W Trunnion Flood w/ Visor - UFLD-C40-D-U-66-T-AP-7030-4N7-AP	1	\$786.63	\$786.63
27W Screw-in - KT-LED27HID-EX39-830-D-DS	18	\$278.63	\$5,015.33
25W AOK Kit with Model A Plate - AOK-40WiRR-3030-3000K	138	\$485.63	\$67,016.87
25W AOK Kit with Model E Plate - AOK-40WiRR-3030-3000K	77	\$485.63	\$37,393.47
25W AOK Kit with New Head/Plate - AOK-40WiRR-3030-3000K	10	\$620.63	\$6,206.30
Total Quantity:	691		
		Subtotal:	\$246,015.00
	Contingency	10.00%	\$24,601.50
	Sales Tax Rate (included in Turnkey LED Conversion Unit Price)	0.00%	
	TOTAL (Not to Exceed Contract Amount to Tanko)		\$270,616.50

Option 2: Philips Products

Suffield LED Streetlight Conversion Project Pricing - Philips (Signify)			
June 8, 2020			
<i>Project Pricing Proposal for Installation through Closeout</i>			
LED Description - Model Number	Quantity	Turnkey LED Conversion Unit Price	Extended Price
24W Type 2 - RFS-25W16LED3K-G2-R2M-UNV-DMG-API-RCD7-GY3	220	\$266.73	\$58,681.44
24W Type 4 - RFS-25W16LED3K-G2-4-UNV-DMG-API-RCD7-GY3	11	\$266.73	\$2,934.07
45W Type 2 - RFS-45W16LED3K-G2-R2M-UNV-DMG-API-RCD7-GY3	138	\$299.73	\$41,363.27
45W Type 4 - RFS-45W16LED3K-G2-4-UNV-DMG-API-RCD7-GY3	20	\$299.73	\$5,994.68
82W Type 3 - RFM-85W24LED3K-G2-R3M-UNV-DMG-API-RCD7-GY3	52	\$322.73	\$16,782.16
85W Slipfitter Flood - UFLD-C25-D-U-66-C-7030-4N7-AP	2	\$586.63	\$1,173.26
128W Slipfitter Flood - UFLD-C40-D-U-66-C-AP-7030-4N7-AP	3	\$668.63	\$2,005.89
128W Trunnion Flood - UFLD-C40-D-U-66-T-AP-7030-4N7-AP	1	\$661.63	\$661.63
128W Trunnion Flood w/ Visor - UFLD-C40-D-U-66-T-AP-7030-4N7-AP	1	\$786.63	\$786.63
27W Screw-in - KT-LED27HID-EX39-830-D-DS	18	\$278.63	\$5,015.33
25W AOK Kit with Model A Plate - AOK-40WiRR-3030-3000K	138	\$485.63	\$67,016.87
25W AOK Kit with Model E Plate - AOK-40WiRR-3030-3000K	77	\$485.63	\$37,393.47
25W AOK Kit with New Head/Plate - AOK-40WiRR-3030-3000K	10	\$620.63	\$6,206.30
Total Quantity:	691		
		Subtotal:	\$246,015.00
	Contingency	10.00%	\$24,601.50
	Sales Tax Rate (included in Turnkey LED Conversion Unit Price)	0.00%	
	TOTAL (Not to Exceed Contract Amount to Tanko)		\$270,616.50

Option 3: Pilot Pricing

PILOT PRICING			
Fixture Type	Quantity	Unit Price	Extended Price
GE – 23 Watt	2	\$270.00	\$540.00
Philips – 24 Watt	2	\$259.00	\$518.00
GE – 84 Watt	2	\$315.00	\$630.00
Philips – 82 Watt	2	\$315.00	\$630.00
TOTAL PILOT PRICE:			\$2,318.00

Option 4: Maintenance Inventory

RECOMMENDED GE SPARE PRICING (~1-2%)			
Fixture Type	Quantity	Unit Price	Extended Price
23W Type A	4	\$211.63	\$846.52
22W Type D	1	\$211.63	\$211.63
43W Type A	3	\$220.63	\$661.89
39W Type D	1	\$220.63	\$220.63
84W Type C	2	\$256.63	\$513.26
27W Screw- In	1	\$193.63	\$193.63
25W AOK Kit Model A	2	\$400.63	\$801.26
25W AOK Kit Model E	2	\$400.63	\$801.26
TOTAL PILOT PRICE:			\$4,250.08

RECOMMENDED PHILIPS SPARE PRICING (~1-2%)			
Fixture Type	Quantity	Unit Price	Extended Price
24W Type 2	4	\$201.73	\$806.92
24W Type 4	1	\$201.73	\$201.73
45W Type 2	3	\$234.73	\$704.19
45W Type 4	1	\$234.73	\$234.73
82W Type 3	2	\$257.73	\$515.46
27W Screw- In	1	\$193.63	\$193.63
25W AOK Kit Model A	2	\$400.63	\$801.26
25W AOK Kit Model E	2	\$400.63	\$801.26
TOTAL PILOT PRICE:			\$4,259.18

*Please note:

- This pricing is only for the Phase 2: Project Implementation and Phase 3: Closeout and Deliverables scope of work described in Exhibit A – Scope of Services and does not include pricing from the previous services rendered for previous Phase 1: Audit/Project Development contract.
- The Town will select either Option 1 or Option 2, above, based on its product preferences.
- The Town will select Option 3 if it would like to proceed with a pilot program in order to compare a sample of fixture manufacturers prior to a deciding which fixtures (i.e., GE or Philips) to use for the complete conversion project.
- The Town will select Option 4 once a fixture manufacturer is selected.
- This pricing includes decorative fixtures.
- Pricing does not include sales tax, as the Town is exempt.
- Pricing includes all current foreign import tariffs but is subject to any future foreign import tariffs.

- Tanko will bill the Town based on the following payment schedule:
 - Mobilization Fee: Ten percent (10%) of the total contract value (less any contingency amount) will be billed within ten (10) calendar days of Notice to Proceed.
 - Installation Fee: Remaining total contract value will be billed based on the per unit fee at the time of installation.

EXHIBIT C – INSURANCE REQUIREMENTS

Tanko shall procure and maintain sufficient insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, contractors, Town personnel (including employees, agents and contractors) and third parties, and from claims of damages because of injury to or destruction of property including loss of use resulting therefrom.

INSURANCE COVERAGE REQUIREMENTS:

Commercial General Liability (Town of Suffield to be added as additional insured)

Combined Single Limit:	\$1,000,000 each occurrence
General Aggregate:	\$3,000,000
Product/Completed Operations Aggregate:	\$3,000,000
Personal & Advertising Injury:	\$1,000,000
Damage to Rented Premises Each Occurrence	\$ 300,000
Medical Expenses:	\$ 10,000

Automobile Liability (Town of Suffield to be added as additional insured)

Combined Single Limit:	\$1,000,000 each accident
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Workers' Compensation/Employers Liability

Tanko shall carry Workers' Compensation Insurance coverages in accordance with the laws of the State of Connecticut and all other applicable laws and regulations.

Umbrella/Excess Liability (following form of general liability, auto liability, and employer liability)

Each Occurrence:	\$1,000,000
General Aggregate:	\$1,000,000

Professional Liability

Each Claim:	\$1,000,000
Annual Aggregate:	\$1,000,000

Tanko shall provide a Certificate of Insurance coverage to the Town prior to the start of the Work. No policy shall be canceled or non-renewed without thirty (30) days prior notice to the Town. Tanko may achieve required limits with a combination of excess and general liability policies.