

**CONTRACT FOR
"STREETLIGHT MAINTENANCE SERVICES"**

This Contract is made as of the 11 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 "Streetlight Maintenance Services" 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 – Maintenance Services Pricing Sheet, and the Town hereby agrees to pay Tanko in accordance with said Exhibit B – Maintenance Services Pricing Sheet.

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 repair and maintenance of the Town's streetlights and related streetlighting systems. 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 expire on May 31, 2021 ("Initial Term"). At the end of the Initial Term, the Town and Tanko shall have the option to extend the term for a period of an additional three (3) years ("Extension Term"), and Tanko shall have the option to adjust pricing to absorb any reasonable labor/material price increases (not to exceed two (2) percent above the contract pricing applicable to the Initial Term) at the time of Term extension. To this end, ninety (90) days prior to the end of the Initial Term, Tanko shall provide in writing to Town the pricing that would be applicable to the Extension Term. Town shall have sixty (60) days thereafter to accept or reject said proposed pricing. If Town rejects said pricing proposal, this Contract shall terminate at the end of the Initial Term subject to completion of any obligations by either Party that have begun but cannot be completed by said Party prior to the expiration of the Initial Term.

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

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,

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 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), Maintenance Services Pricing Sheet (Exhibit B), and Insurance Requirements (Exhibit C), which are included by reference and made a part hereof.

4. Price and Payment – The compensation due to Tanko shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.

Tanko will bill the Town at the completion of the work unless otherwise provided on Exhibit B, on a monthly basis, with invoices broken down to show the quantity of work performed, categories and amount of reimbursable expenses (if any) 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.

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.

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 – Prior to commencing the Work, Tanko shall provide the Town with a Performance Bond of an amount equal to 25 percent of the total amount of the Contract 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 Insurance Exhibit C attached hereto and incorporated by reference herein.

9. 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.

10. 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

11. 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.

12. 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.

13. 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

By Melissa M. Mack
MELISSA M. MACK,
FIRST SELECTMAN

Date: 6/11/2020

TANKO STREETLIGHTING, INC.

By [Signature]
JASON TANKO,
CHIEF EXECUTIVE OFFICER

Date: 6/11/2020

EXHIBIT A – SCOPE OF SERVICES

Once the Town acquires its streetlighting assets from its utility, it will require immediate assistance to ensure the functionality of the existing streetlighting system, as well as the converted streetlighting system after the LED conversion takes place. Because there may likely be deferred maintenance that the Town is inheriting once it acquires the streetlighting assets, the Town must strike a balance between addressing its system needs while not unnecessarily devoting resources into the antiquated inventory prior to the LED conversion. Please note that Tanko will utilize the same Town-approved LED conversion installation subcontractor for the maintenance services. This will leverage the subcontractor's local knowledge from the LED conversion and streamline dispatching and maintenance services.

Pre-LED Conversion Maintenance Services

Given that it is not in the Town's best interest to invest significantly in the maintenance of the system prior to the LED conversion, the Pre-LED Conversion Maintenance Services period (expected to be approximately 3-6 months) prior to the completion of the LED conversion will merely serve as a stop-gap for the minimal number of repairs necessary until the LED conversion is complete.

Pre-LED and Post-LED Conversion Maintenance Services

During the entire Term of the Contract (i.e., both the Pre-LED Conversion period and Post-LED Conversion period, which will follow Town acceptance of the completion of the LED conversion (subject to any punch list items)), Tanko will perform all administrative functions (including operation of a Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for \$1/fixture/month. Any actual on-site routine and/or emergency repairs (as further described below) will be invoiced on a time and materials basis (per the [Maintenance Services Pricing Sheet](#) in Exhibit B).

Coordinate Repair Requests

Tanko will coordinate repair requests through the following mechanisms:

- Online Repair Requests: Tanko will provide the Town with a link to a website that will allow a user to interface with an Online Repair Form. The form will require the user to submit information about the location and observed issue(s).
- Call Center Repair Requests: Tanko will provide the Town with a toll-free phone number by which callers can reach a live operator at a Call Center twenty-four hours per day, seven days per week. Call Center staff will have access to the Online Repair Form and will guide each caller through the questions and submit the responses via the Online Repair Form to Tanko.

Tanko will review Repair Request submissions each working day. If an emergency is reported, Tanko will dispatch an installer to respond to the location within two to four (2-4) hours of the received report (please note that the actual remedy may require a longer duration to complete and that response times only include the time to first arrive on scene, address any immediate

obstructions/hazards, identify issues and develop either a temporary or permanent remediation). For any non-emergency issues reported, Tanko will compile the daily submissions and submit a Weekly Report to the Town for review. The Weekly Report will be a live, online shared spreadsheet. Town staff will review and direct Tanko to perform routine maintenance at selected locations via a response to the Weekly Report. For any location in which the Town approves routine maintenance, Tanko will dispatch an installer to respond to the location within seven (7) working days. Tanko will use its best efforts to coordinate all Work locations in order to minimize travel time and to accomplish Work during regular business hours (i.e., 7:00 am to 3:30 pm Eastern Prevailing Time on weekdays) so as to minimize costs.

It should be noted that when required to perform service, the disconnection and reconnection of electric service to the electrical distribution network (whether for routine or emergency service) may be needed to be performed by the utility. Subcontractor shall be responsible for providing notes to Tanko, who will send the work request to the utility. If Tanko's subcontractor is unable to complete a repair as the result of action or inaction by the utility, Tanko will so note on its monthly report and include the date and time of all verbal and written communication with the utility.

Remedy of Routine Repair Requests

The following characteristics will define a Routine Repair:

- Replacement of a failed photocell.
- Replacement of a failed lamp. (Note that any failed High Pressure Sodium lamps will be replaced with a temporary stop-gap LED/HPS fixture – note that the manufacturer and wattage will be dependent upon material availability – until the location is converted to its permanent LED fixture. When possible, Tanko will attempt to utilize the same LED fixture as per the design of the LED conversion, to mitigate the need to return to the location.)

Upon receipt of the Town's approval of a routine repair request, Tanko will:

- Dispatch the installer to respond to the location within seven (7) working days of receipt of the Town's approved request and remedy the fixture issue with the appropriate parts and materials.
- Use its best efforts to complete nonemergency work during regular business hours (i.e., 7:00 am to 3:30 pm Eastern Prevailing Time on weekdays) and to coordinate repairs to minimize travel time.
- Ensure that any time a fixture is serviced, it is cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition.
- Ensure that all waste materials generated from the maintenance services are properly disposed of in accordance with all applicable laws and regulations.
- Provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes including any change in installed Wattage that must also be tracked in master inventory records and/or reported to the utility to ensure correct billing.

Remedy of Emergency Repair Requests

The following characteristics will define an Emergency Repair:

- Establishment of a safe and secure scene in the event of a pole knockdown or any electrical or other potential hazard resulting from the streetlighting equipment

Upon receipt of an emergency repair request during regular business hours (i.e., 7:00 am to 3:30 pm Eastern Prevailing Time on weekdays) and determining ownership, Tanko will:

- Dispatch an installer to respond to the location within two to four (2-4) hours of receipt of the request (please note that the actual remedy may require a longer duration to complete and that response times only include the time to first arrive on scene, address any immediate obstructions/hazards, identify issues and develop either a temporary or permanent remediation)
- Ensure that the subcontractor de-energizes streetlight fixtures that have been knocked down or conductors that have been severed; makes repairs or alterations to streetlight structural components to protect the immediate safety of the public
- If possible, ensure the subcontractor remedies the fixture issue with the appropriate parts and materials
- Ensure that any time a fixture is serviced, it is cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition
- Ensure that all waste materials generated from the maintenance services are properly disposed of in accordance with all applicable laws and regulations
- Provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes including any change in installed Wattage that must also be tracked in master inventory records and/or reported to the utility to ensure correct billing
- In the event of a knockdown of a pole, Tanko will ensure that its subcontractor coordinates with the utility regarding disconnection of power, removes and disposes of the pole and lighting fixture, retaining any salvageable components, and ensures the site is secured in a safe manner. Tanko will ensure that its subcontractor coordinates with the utility regarding the emergency cleanup and, in particular, the retrieval of Town-owned lighting components
- Once any hazardous conditions are remedied, if additional work is needed to properly restore function to the fixture, within seven (7) working days following the date of emergency response, Tanko will supply to the Town a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where applicable. Tanko shall commence such repairs following approval and notification to proceed from the Town

Upon receipt of an emergency repair request reported **after regular business hours**, Tanko will:

- Ensure the subcontractor verifies ownership of the reported fixture by confirming same in the software provided by Tanko before servicing.
- In the event that the reported fixture is determined to be out of scope (e.g., no power due to a utility issue), it will not be serviced by the subcontractor. Instead the subcontractor will coordinate with the utility and provide further details of the emergency to Tanko and the Town's designated emergency response contact. If no field dispatch results from the out of scope report, the Town will not be billed for the emergency service.
- If the reported fixture is determined to be in scope, the subcontractor will handle the reported emergency per the same protocol when dispatched by Tanko during regular business hours.

All emergency related work will be billable to the Town on a time and materials basis.

Traffic Control

Tanko will ensure that the following traffic control activities are properly coordinated by the subcontractor:

- Conduct operations to cause the least possible obstruction and inconvenience to public traffic. To the extent possible, all traffic will be permitted to pass through the work area. The subcontractor will furnish, erect, and maintain sufficient warning and directional signs, barricades and lights and furnish adequate warning to the public at all times of any dangerous condition to be encountered. The subcontractor's vehicles and equipment will be equipped with suitable warning lights and reflective markings for working in daylight and dark.
- If police details are required, the subcontractor will notify Tanko and Tanko will coordinate with the Town to obtain approval and schedule the details. Tanko will work closely with the Town at the start of the Contract to confirm police detail requirements and to ensure that they are minimized while properly maintaining safe traffic control.

Reporting

Tanko will utilize a live, online and shared spreadsheet Weekly Report that tracks repair requests and include updates of the locations visited and remedies completed. The Weekly Report will be updated daily as feedback is received and will provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes. The advantage of the online Weekly Report format is that it serves as virtually a real-time snapshot of the activities in progress and will be available for the Town to access at any time.

Tanko will provide a master lighting inventory to the utility as required to support annual or other reporting requirements. If any changes are made to installed lamps or fixtures that result in a modification of installed wattage, these changes will be updated in the master lighting inventory and will be reported to the utility at the time of the update using all required processes and forms to ensure correct utility billing is maintained.

Tanko shall provide notices to the Town, all in reasonable detail and promptly upon learning of a significant event reasonably likely to lead to claims against the Town or Tanko, including but not limited to:

- (a) notice of any material occurrence that would give rise to a claim against the Town or Tanko;
- (b) a warranty claim;
- (c) notice of any actual or potential violation of any legal or regulatory requirement, including environmental protection laws, rules, or regulations, or the terms of any permit; and
- (d) notice of all events, occurrences, conditions, and issues of which Tanko becomes aware and that Tanko reasonably considers are material to, or are likely to have a material adverse effect on the Town or Tanko, including but not limited to the safety and security of any streetlight or pole, any injury or accident, vandalism or crime, or dispatch of law enforcement personnel involving or in any way connected to the Town's poles or streetlights.

Remedy of Warranty Repairs

Tanko will serve as the First Responder and, if the repair issue is identified because of a warranty issue (related to the LED conversion, such as a fixture or photocell failure and issues related to the installation, such as incorrect mounting or wiring of fixture), Tanko will work with the manufacturer and installer to remedy the warranty issue. If the warranty repair is needed due to faulty installation by Tanko or its subcontractor, the repair shall be at no cost to Town. If the warranty repair is due to faulty streetlight system equipment properly installed by Tanko or its subcontractor, Town shall be responsible for repair labor costs not covered by the warranty. Tanko shall retain any failed components for inspection if required by its or the Town's insurance carriers or under the terms of any applicable warranty and cooperate with cognizant personnel regarding such inspections.

Additional Work

For any special and additional work not covered above by routine or emergency maintenance of fixtures (including but not limited to arm transfer service on utility poles, pole knockdown replacements, foundation replacements, starting aids, wire inside pole, access hole covers, underground/overhead conductors and cables, tree trimming, loose anchor bolts, pole/fixture painting, fuse replacements, feed wire replacements, leaning poles, repair/replacements of streetlight equipment due to storm damage, police details), Tanko will provide a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where applicable. Tanko shall commence such repairs following approval and notification to proceed from the Town.

For any new pole or fixture installations, Tanko will confirm with the Town the location of the new light or pole desired, provide technical design input, and prepare a detailed written quotation of the cost and time required to install the pole or fixture. Tanko will procure all materials and

coordinate with the utility to schedule connection to power. Tanko shall commence such repairs following approval and notification to proceed from the Town.

Materials Management

Tanko will purchase and maintain a fixture inventory (e.g., LED fixtures with wattages and distribution types determined by the Town for spares of sufficient quantity, typically equal to 1% - 2% of the number of installed fixtures) to be able to perform the routine service work described herein in a timely manner. Tanko will invoice the Town, and the Town shall reimburse Tanko for, said inventory. Tanko will store and access the Town-purchased inventory of fixtures to facilitate expedient fixture replacement in case of failure. Tanko will monitor the fixture inventory and recommend that the Town consider purchasing additional fixtures as needed to replenish and maintain a sufficient fixture inventory. At least semi-annually, Tanko shall review with the Town the adequacy of the spare fixture inventory, based upon utilization experience, and shall make appropriate changes in the inventory for the automatic replacement of spare fixtures and shall so advise the Town.

Tanko will maintain a spare parts (e.g., mounting arms, photocells, and labels) inventory at its own cost. Town will purchase spare parts out of Tanko's inventory as needed.

Tanko warrants that products furnished conform to the requirements specified, are of good merchantable quality and suitable for the purpose intended.

Administrative Support

If requested by the Town, Tanko will provide a detailed written quotation of the cost and time required to provide supporting documentation to assist the Town with its pursuit of third parties for any insurance claims.

Tanko shall cooperate with and assist the Town in the preparation of periodic budgets relating to the operation and maintenance of the Town's streetlight, by providing information relating to anticipated maintenance and repairs and cost estimates reasonably requested by the Town.

Tanko shall provide to Town at no additional cost copies of all operating and repair manuals applicable to all materials and Work provided herein.

EXHIBIT B - MAINTENANCE SERVICES PRICING SHEET

Tanko will perform the administrative functions (including operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) under the Contract for \$1/fixture/month. Any actual on-site routine and/or emergency repairs under the Contract (as outlined in Exhibit A – Scope of Services) will be invoiced on a time and materials basis based on the hourly rates listed below. Tanko shall invoice the Town on a monthly basis by the 10th day of every month, for the previous month's services. Payment is due by the Town no later than thirty (30) days after Town's receipt of invoice and supporting data as may be required by the Town.

Unit Price Schedule - Labor Only

	Total
Remove & Replace Head only (if not covered by routine or emergency maintenance of fixtures)	\$ 540.00
Remove and Replace Head and Arm	\$ 700.00
Complete removal of Head and Arm	\$ 420.00
Straighten Leaning Pole	\$ 140.00/hr

Electrician with Bucket Truck – Regular Hours	\$ 155.00/hr
Electrician with Bucket Truck – OT (in excess of 8 Hours)	\$ 232.50/hr
Electrician with Bucket Truck – Sunday/Holiday	\$ 310.00/hr

Notes:

- All service calls are 3 hour minimum, including travel time. Standard rate per additional man is \$85/hr. When possible, service requests will be coordinated to maximize the efficiency of the 3 hour minimum service call and minimize overtime.
- Materials shall be procured with due care to ensure adequate supply and at reasonable cost, and shall be charged at Tanko's cost with no markup, with the exception of pole replacements.

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
------------------------	---------------------------

Workers' Compensation/Employers Liability

Tanko shall carry Workers' Compensation Insurance 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.

