



City of Meriden, Connecticut

Purchasing Department

Request for Proposals

For

Streetlight Maintenance Services

Meriden, CT

RFP023-28

Responses Due: December 29, 2021 @ 1:00 PM

Purchasing Department

142 East Main Street, Room 210

Meriden, CT 06450

(203) 630-4115

LEGAL NOTICE

REQUEST FOR PROPOSALS

The City of Meriden is accepting proposals for:

RFP023-28 – Streetlight Maintenance Services

CITY OF MERIDEN, CONNECTICUT

The City of Meriden requests proposals from qualified contractors to furnish labor and materials to maintain and repair streetlights in the City of Meriden.

Proposals shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department, on the City of Meriden website (www.meridenct.gov/business/bids-rfps/), and on the State of Connecticut Department of Administrative Services website (<https://portal.ct.gov/DAS/CTSource>). Qualifications will be accepted at the Purchasing Department, 142 East Main Street, Room 210, Meriden, Connecticut 06450 until **1:00 PM local, and Eastern Standard Time on December 29, 2022** at which time they will be opened and recorded. Any response received after the time and date specified shall not be considered.

The right is reserved to reject any or all proposals, in whole or in part, to award any item, group of items, or total proposal, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden. No proposer may withdraw their submission within sixty (60) days of the date of the opening.

There will be a Non-Mandatory pre-proposal conference on December 13, 2022 at 10:00 AM at 142 East Main Street, Room #28 (DPW/Engineering Conference Room) Meriden, CT 06450.

The City of Meriden is an Affirmative Action/Equal Opportunity Employer. Disadvantaged, minority, small, and women business enterprises are encouraged to respond.

Adam B. Tulin
Purchasing Officer
City of Meriden, CT 06450-8022
Dated: December 6, 2022

CITY OF MERIDEN, CONNECTICUT

RFP023-28 – Streetlight Maintenance Services

INFORMATION TO RESPONDERS

1. RESPONSE PROCEDURES

Request for Proposals will be received by the City of Meriden’s Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden, Connecticut, 06450-8022 until 1:00 PM on December 29, 2022.

2. REQUEST FOR PROPOSALS

Please submit four copies of the Request for Proposals response package. One shall be an original and three can be copies. **Please submit one complete version of your proposal on a flash drive.**

- a. Responses must be made out and signed in the corporate, or other, name of proposer and must be fully and properly executed by an authorized person.
- b. The sealed envelope must denote the proposer’s name and address in the upper left hand corner and the words “PROPOSAL DOCUMENT – RFP023-28 – Streetlight Maintenance Services to be opened at 1:00 PM” in the lower left hand corner.
- c. Proposals received later than the time and date specified will not be considered.
- d. Amendments to or withdrawal of proposal received later than the date and time set forth in the Request for Qualifications recording will not be considered.
- e. N/A

3. N/A

4. EXAMINATION OF REQUEST FOR PROPOSAL DOCUMENTS

Proposers are to examine all documents and visit the site in order to make a thorough examination of the conditions so that the proposer may familiarize itself with all of the existing requirements, conditions, and difficulties that will affect the execution of the work in order to determine the amount of work necessary to carry out the true intent of the specifications and work shown on drawings.

The City of Meriden and its agents do not have any responsibility for the accuracy, completeness, or sufficiency of any Request for Proposal document obtained from any other source other than from the City of Meriden. Obtaining documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining documents from

any other source may also result in failure to receive any addenda, corrections, or other revisions to the documents that may be issued.

No request shall be honored if such request is made less than seven (7) calendar days prior to the date fixed for the opening of proposals. Any and all such interpretations, and any supplementary instructions, will be in the form of a written addenda to the specifications which, if issued, will be made available on the City of Meriden website (www.meridenct.gov) unless it is to change the date fixed for the opening of proposals, not later than three (3) days prior to the date fixed for the opening of proposals. Proposers are encouraged to check the website regularly for addenda. Failure of any proposer to receive any such addenda shall not relieve any proposer from any obligations under its proposal as submitted.

Any questions about the Request for Proposal document must be submitted in writing via email to meridenpurchasing@meridenct.gov. Any other format of question will not be answered.

5. PROPOSALS TO REMAIN OPEN

No proposer may withdraw its response within sixty (60) days of the date of the Request for Proposal recording. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Meriden and the successful proposer.

6. AWARD OF CONTRACT

The Purchasing Officer reserves the right to make an award on the proposal which, by the Purchasing Officer's judgment and recommendation from the Department of Public Works/Engineering following Request for Proposal evaluations, best meets the specifications and is deemed to be in the best interest of the City of Meriden.

The contract will not be awarded to any corporation, firm, or individual which/who is in arrears to the City of Meriden by debt or contract, or who is in default as security or otherwise by any obligation to the City of Meriden.

The right is reserved to reject any or all proposals, in whole or in part, to award any item, group of items, or total response, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

7. N/A

8. N/A

9. EXTENSION OF AGREEMENT

Thirty (30) days prior to the expiration of the resulting contract, the parties may, by mutual agreement, extend the contract for up to three (3) years. Any extension must be in writing, executed by both parties.

10. SCHEDULE OF WORK

The proposer shall schedule all work in a manner that will not disrupt City of Meriden operations. Once the work has begun, the responder shall work full-time until completion of the Contract.

11. TAXES

The City of Meriden is exempt under Connecticut General Statutes from the payment of the excise taxes imposed by the federal government and the Sales and Use Tax of the State of Connecticut; such taxes should not be included in the bid price. Upon request, exemption certificates will be furnished to the successful proposer.

12. FAIR EMPLOYMENT PRACTICES

The proposer shall agree that neither it or its subcontractors, except in the case of a bona fide occupational qualification or need, to refuse to hire or employ or to bar or to discharge from employment any individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment because of the individual's race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran. The aforementioned terms are obtained from Connecticut General Statutes Section 46a-60, *et seq.*, entitled "Discriminatory employment practices prohibited," as amended.

13. FORM OF AGREEMENT BETWEEN CITY OF MERIDEN AND PROPOSER

The Agreement for the work will be written on the Agreement between City of Meriden and proposer, wherein the basis of payment is a stipulated sum.

14. LOCAL SUBCONTRACTORS, SUPPLIERS, etc.

Local subcontractors, material suppliers, and labor in the City of Meriden should be considered and sought out insofar as it is practical in the performance of this project.

15. CITY OF MERIDEN CODE OF ETHICS

The City of Meriden has adopted a Code of Ethics located in Chapter 21 of the Code of the City of Meriden, sections 21-1 through 21-15, inclusive, which are expressly incorporated herein by reference. The terms of the Code of Ethics shall constitute a part of any contract or

agreement entered into by the City of Meriden as a result of this bid as if those terms were fully set forth in such contract or agreement.

Proposers are specifically advised that the Code of Ethics prohibits public officers and employees, as well as their immediate families and businesses, with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Proposers are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

PROPOSERS SHOULD NOTE THAT PROPOSALS, CONTRACTS, AND AGREEMENTS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

Copies of the Code of Ethics may be obtained from the office of the City Clerk or may be found online on the City of Meriden's website.

16. NON-COLLUSION PROPOSAL STATEMENT

Each proposer submitting a Request for Proposal to the City of Meriden for any portion of the work contemplated by the documents on which proposals are based shall execute and attach thereto the sworn Non-Collusive Proposal Statement, to the effect that the proposer has not colluded with any other person, firm, or corporation in the submission of the proposal.

17. SOIL CONDITIONS

The City of Meriden does not guarantee the accuracy of any information which it may have obtained as to the kind or condition of the soil that may be encountered in the performance of the proposed work; neither does the City of Meriden represent that the plans and specifications drawn are based upon any soil data so obtained. The City of Meriden does not make any representations as to the soil data so obtained. The City of Meriden does not make any representations as to the soil conditions to be encountered or as to foundation materials.

18. AWARD IN CASE OF A TIE

In the event there are two or more responsive Request for Proposal, the decision to award will be based by the following criteria and in the following order:

- a. The incumbent will be awarded the response over that of another proposer.
- b. In the case of a multi-item proposal, if one proposer has been awarded other items from the same response and the other proposer has not, the proposer with the multiple awards will be awarded the proposal over that of another proposer.
- c. The proposer located in the State of Connecticut will be awarded the bid over that of another proposer.

d. The winner of a coin toss will be awarded the proposal over that of another proposer.

19. ASSIGNMENT OF CONTRACT

No contract may be assigned without the written consent of the Purchasing Officer or designee.

20. PERMITS

The Proposer shall be responsible for obtaining any and all necessary permits required by the City of Meriden prior to the commencement of work. The proposer may contact the City of Meriden Building Department for permit information at (203) 630-4091. For all other required permits, contact the City of Meriden Engineering Department at (203) 630-4018.

21. REQUEST FOR PROPOSAL PRICE AND PAYMENT

The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal government and the Sales and Use Tax of the State of Connecticut under Connecticut General Statutes; accordingly, such taxes shall not be included in the proposal price.

The City of Meriden, unless stated otherwise in the Request for Proposal documents or Contract, will make payment to the proposal not less than thirty (30) days following completion of services.

24. QUALITY

All materials, equipment, supplies, and services shall be subject to rigid inspection. If defective material, equipment, supplies, or services are discovered, the proposer shall remove or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that any inspection by the City of Meriden will in no way lessen the responsibility of the proposer or release the proposer from the obligation to perform and deliver to the City sound and satisfactory materials, equipment, supplies, or allow the cost to be deducted from any monies due it from the City of Meriden. All services will be performed in a workmanlike manner.

25. INSURANCE

The successful proposer shall be required to provide a Certificate of Insurance denoting general liability, automobile liability, workers compensation liability, and other coverage required by the City's Risk Manager.

26. CITY HALL CLOSING

If Meriden City Hall is closed due to inclement weather, or any other unforeseen event, proposals will be due at the same time on the next business day that City Hall is open.

CITY OF MERIDEN, CONNECTICUT

RFP023-28 – Streetlight Maintenance Services

NON-COLLUSIVE PROPOSERS STATEMENT/AFFIDAVIT

The undersigned proposer, having been duly sworn, does hereby depose and says:

1. The proposal has been arrived at by the proposer independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Request for Proposal.
2. The contents of the proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.
3. The undersigned proposer is duly authorized to bind the business entity identified below.

The undersigned proposal further certifies, under oath, that this statement is executed for the purposes of inducing the City of Meriden to consider the proposal and make an award in accordance therewith.

Signature of Proposer

Print Legal Name of Proposer

Relationship to Business Entity Below

Business Entity Name, Address, Telephone Number, and Email Address

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

Duly sworn and subscribed to before me
this __ day of _____, 20__.

Notary Public
My Commission Expires:
Commissioner of the Superior Court



Department of Public Works

Request for Proposals RFP023-28

STREETLIGHT MAINTENANCE SERVICES

The City of Meriden is seeking the services of a qualified street lighting repair and maintenance services contractor to provide complete field maintenance services for the City's street lighting system. The project scope encompasses ongoing streetlight maintenance and repair activities for the City-owned streetlight system with uniform monthly unit pricing, per event pricing for emergency repairs and separate subcontractor markup. The contract term will be three (3) years. Contractors must be skilled and experienced in working with municipalities in Connecticut and possess thorough knowledge of street light installation, repair, and replacement. Contractors must maintain a physical place of business within 75 Miles of Meriden, CT.

Sealed Bids will be received at the office of the Purchasing Department, City Hall, 142 East Main Street, Meriden, CT 06450 until Thursday, December 29, 2022 at 1:00 PM.

The City will conduct a NON-MANDATORY PRE-BID MEETING on Tuesday, December 13, 2022 at 10:00 AM at the Meriden City Hall, Engineering Conference Room #28, 142 East Main Street, Meriden, CT 06450.

Requests for Information (RFIs) will be accepted via email to meridenpurchasing@meridenct.gov on or before Thursday, December 22, 2022.

Specifications will be available for review at the office of the Purchasing Agent, Meriden City Hall, 142 East Main Street, Meriden, CT. (Between the hours of 8:00 AM to 5:00 PM, (Monday through Friday) and on the City of Meriden's Purchasing Website, (<http://www.meridenct.gov/bids>) and the State of Connecticut Department of Administrative Services website, (<https://portal.ct.gov/DAS/CTSource>).

All bidders are requested to note that the award of this Contract is subject to the following conditions and contingencies:

1. The approval of such governmental agencies as may be required by law.
2. The appropriation of adequate funds by the proper agencies.

Background

Streetlights in City road right-of-way, and on municipal properties, were purchased from Eversource in 2016. Using unmetered Rate 117, the City purchases power for the streetlights. Eversource publication NB-208 Street Lighting: Municipal-Owned Equipment (See Appendix A) outlines the requirements for acceptable equipment, electric supply, required reporting, and ownership/maintenance of street lighting equipment.

In 2015, the City had LED fixtures installed under an Energy Services Agreement. Of the approximate 5,900 utility pole/streetlight locations in Meriden, the City is responsible for approximately 4,600 streetlights (See Appendix B). The majority of streetlights are located on wooden utility poles owned by Eversource and/or Frontier. The remaining streetlights are mounted on a variety of City-owned poles including concrete, aluminum and decorative (wood, fiberglass or metal).

The history of repairs is provided as part of this RFP. (See Appendix C).

Required Services

The selected contractor for this RFP (“Contractor”) will fulfill streetlight maintenance responsibilities (“Required Services”) on behalf of the City of Meriden as outlined in Eversource Publication NB-208. Under this item, the Contractor shall furnish all tools, labor, equipment, and incidentals necessary to inspect, maintain, and repair City -owned streetlights. This item shall include all administrative efforts, office expense, vehicle mileage charges, and other business expenses necessary to provide the Required Services.

The Contractor shall perform all Required Services in a manner as to keep streetlights functioning and in good working order and deliver service in an efficient manner that is responsive to City (and resident) service requests.

Required Services include routine repair and maintenance (e.g. photocell replacement, replacing LED drivers or LED lights, cleaning lens and/or fixtures of debris, securing top fixtures to poles) and condition/inspection evaluations (e.g. testing power to the pole/fixture, proper grounding and back-wiring). Specific requirements include:

- 1) Photocells: Failed units will be replaced with new units that meet specifications or are an approved equal.
- 2) LED Fixtures/Drivers/Bulbs: Failed units will be replaced with new units that meet specifications or are an approved equivalent.
- 3) Poles: The Contractor shall replace all required labels when providing any service to a streetlight or pole.
- 4) Wires: The Contractor shall repair or replace any damaged or loose wiring. Any failed fuses shall be replaced.
- 5) Records: The Contractor shall provide a record (via the CRM) of the location, date, issue, remedy, completion date and any other pertinent notes regarding the repair.

An inventory of warranted equipment and current equipment specifications will be provided to the Contractor after execution of a contract.

When the Contractor maintains or repairs any portion of a streetlight or pole, the entire streetlight and pole assembly shall be inspected for deficiencies. At a minimum, the following maintenance tasks shall be performed by the Contractor:

1. Tighten all loose bracket arm hardware.
2. Tighten all loose pole hardware.
3. Cleaning lens and/or fixture of debris.

Within five (5) working days of notification to the Contractor, all Required Services requests must be completed. If, due to conditions outside of the Contractor's control, a Required Service request cannot be resolved within five (5) working days, the Contractor shall provide documentation to the City of the reason for the delay.

While performing Required Services, if the Contractor identifies any issues with the electric service to a streetlight, the Contractor shall:

1. Notify the City.
2. Coordinate with Eversource to resolve the electric service issue.

Upon execution of a contract, the Contractor shall complete a City-wide inspection to identify inoperative streetlights. Additional inspections shall be completed every six months. All Contractor cost related to the inspections shall be included in the cost of Required Services.

The City will compensate the Contractor for Required Services on a monthly basis. The monthly charge shall be the Contractor's bid price for the first contract year. For the second and third contract years, the monthly charge will be adjusted to include the markups proposed by the Contractor in their Unit Price Proposal.

City -Provided Equipment

The City will provide the Contractor with its existing inventory of materials and supplies (including all photocells, lamps, ballasts, fixtures, bracket arms, poles and other accessories to ensure the contractor has easy access to materials that will facilitate a timely response of repairs. In addition to securely storing City -provided materials and supplies, the Contractor shall warehouse all routine materials and supplies necessary for streetlight repairs.

All Contractor expenses related to maintenance of the streetlight equipment inventory shall be included in the Contractor's monthly bid price for Required Services.

Emergency Repair Service

Emergency Repair Service includes performing unscheduled repairs to City -owned streetlights in response to an accidental pole knockdown or other event. This work also includes all work necessary to make the area safe, including, but not limited to:

- Removal and disposal of existing pole, fixture and appurtenances.
- Removal and disposal of any existing damaged equipment.
- Removal and disposal of any remaining pole sections in the ground.
- Salvage any usable hardware for the pole re-installation.
- Clean up of broken glass, plastic or other debris associated with the streetlight.
- Installation of any temporary measures to make area safe.

Contractor shall provide Emergency Repair Services on a 24-hour per day, 7-day per week basis, including holidays. The City anticipates approximately 10 of these instances per year. The City will notify the Contractor of the Emergency Repair Service event, identify the pole type, explain the extent of the damage,

and inform the Contractor of the location of the knockdown. The Contractor shall deploy forces to the site of the Emergency Repair Service within three (3) hours of the call, weather permitting. In addition to providing an answering service so the City can report Emergency Repair Services, the Contractor shall provide emergency telephone numbers for three (3) persons. Based on the extent of damage to the streetlight, the City will request Additional Services to restore the streetlight after Emergency Repair Services are complete.

Under this item, the Contractor shall furnish all tools, labor, equipment, and incidentals necessary to complete the Emergency Service Repair and replacement. This item shall include all administrative efforts, office expense, vehicle mileage charges, and other business expenses necessary to provide the Emergency Service Repair.

The City will compensate the Contractor for Emergency Repair Services on a per event basis using the Contractor's bid price for the first contract year. The Contractor will bill the City monthly for Emergency Service Repair. For the second and third contract years, the "per event" charge will be adjusted to include the markups proposed by the Contractor in their Unit Price Proposal.

Permanent repair of any infrastructure under Emergency Service Repair shall be paid under Additional Services as defined below.

Additional Services

The City, at its option, may request that the Contractor perform Additional Services under a mutually agreeable pricing proposal. Examples of additional services include removing and replacing wood, decorative or metal poles; plumbing poles; replacing light brackets; complete replacement of fixtures; replacing pole foundations; reattaching a fixture to a new utility pole; and installing additional streetlights. An Additional Services Order Form (Appendix D) shall be fully endorsed and a Purchase Order issued by the City before the Contractor starts work on any Additional Services.

The City reserves the right to contract with other vendors to provide Additional Services.

Customer Relationship Management System

All Required Services and Emergency Repair Services will be recorded as service requests in the City's web-based Customer Relationship Management (CRM) system. Service requests document the unique request number, the type of request (e.g. streetlight out, flickering, or on all day), the reporter, and the location (including pole number and nearby address). City staff, residents, or the Contractor, will report service requests. The Contractor will utilize the CRM to document all activity related to the service request, including, but not limited to, contractor inspections, condition assessment reports, and repairs completed. The Contractor shall also utilize the CRM to document conditions outside of the Contractor's control that delay the resolution of a service request. The Contractor shall upload photographs to the CRM to document inspected and repaired conditions. The City will meet with the Contractor to provide training on the CRM. Service requests and reports will be customized to meet the needs of the services provided by the Contractor under this RFP.

Reporting

The Contractor shall provide the following reports:

Frequency	Required Reporting
Monthly	With each monthly invoice, the Contractor shall submit a report summarizing service requests (for both Required Services and Emergency Repair Services) resolved in the previous month and service requests that remain unresolved. This monthly report can be generated from the CRM. In addition, the Contractor shall submit detailed reports for Additional Services performed in the previous month. The report shall include the problems identified by Contractor inspections, repairs made, streetlights installed or removed and any other changes that affect the streetlight inventory.
Quarterly	The Contractor shall submit a report on the maintained inventory: items expended, current inventory and additional materials needed.
Semi-Annually	The Contractor shall enter all inoperable streetlights into the CRM as a service request regularly. The Contractor shall submit a summary of inoperable streetlights, which can be generated from the CRM (twice annually).

Contractor efforts to provide reports will not be separately paid. The cost of reporting shall be included in the unit cost for Required Services or Emergency Repair Service, and in the negotiated cost of Additional Services.

Contractor & Worker Qualifications

The City will need to provide the Municipal Certification of Contractor Qualifications to Eversource (Exhibit A of Publication NB-208) for the Contractor to provide streetlight maintenance services. The City's Certification must indicate that:

- All workers employed by the Contractor are properly trained, certified, and licensed.
- The Contractor is insured to perform installation, removal, replacement, relocation, transfer and maintenance work on street lighting equipment in close proximity to high voltage electrical conductors.
- The Contractor is required to perform street lighting maintenance services in compliance with all applicable federal, state and local laws, regulations, safety codes and ordinances.
- All workers employed by the Contractor have received full and adequate safety training.

The Contractor shall provide all necessary documentation with their proposal so that the City can make the required Certification to Eversource. Regarding worker safety training, the City requires records related to drug testing for all CDL licensed drivers and copies of driver's histories for any employees who operate a vehicle in performance of services related to this RFP.

Equipment Requirements

The Contractor shall utilize a bucket truck that can safely service streetlight equipment up to 40 feet above ground level. When required, the Contractor shall utilize a truck mounted auger sufficient for setting new poles or pole bases. Up to date OSHA certifications for bucket trucks and booms shall be provided to the City before the equipment is utilized for any repair. When issued to the Contractor, renewal certifications shall also be provided to the City. The Contractor will be permitted to park their vehicle(s) on City -owned property at locations agreeable to the Public Works Director, or their authorized representative.

Traffic Control

To the extent practicable, the Contractor should arrange their equipment to safely complete repairs and avoid impacts to traffic. On local roads, as part of Required Services, the Contractor shall provide for the maintenance and protection of traffic. If police are required on collector and arterial roads, and for work that impacts intersection operations, Meriden private duty police services must be utilized for traffic control. The Contractor will provide traffic control devices in all cases. The Contractor will arrange for the private duty officers, advising the Police Department that the work is for the City. In the event that private duty offices are not available, the Contractor can subcontract with a traffic control company. The Department of Public Works will pay Police Department invoices for private duty officers without markup to the Contractor. For more information on road classifications and traffic control requirements, see the City website: (<https://www.meridenct.gov/engineering>).

Permitting

Any work that requires the Contractor to excavate below existing grade in City right-of-way, or on City owned properties, shall be documented as a (No Fee) permit with the Meriden Department of Public Works, Engineering Division. The Contractor shall use the permitting process available through the Engineering Division issued license and permit. Contractors are reminded that they need to notify Call-Before-You-Dig (CBYD) and follow all CBYD regulations. Permits will not be issued unless a CBYD ticket number is included with the Contractor's application.

Disposal

The contractor shall be responsible for proper disposal of any excess or inoperative materials/supplies and maintain records of disposal. The Contractor shall properly manage, handle, recycle and dispose of any materials that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order. The Contractor shall be deemed the "generator" for the purposes of Resource Conservation and Recovery Act requirements. All metal items shall be provided to the City of Meriden for recycling at the City's Transfer Station, Evansville Road, Meriden, CT.

Contractor Liaison

The Contractor shall designate a qualified company representative, employed on a full-time basis and based in the State of Connecticut, who will coordinate all work performed and act as liaison between the Contractor and City identified streetlight staff. The City reserves the right to require a different Contract liaison than the person selected by the Contractor.

Proposals

Proposals must include unit price rates for all work items necessary to provide the above-listed services as shown on the Unit Price Proposal form attached herein. Future proposals for Additional Services will be negotiated on a unit price, lump sum, or time and materials basis, as is mutually agreeable to the City and the Contractor. In addition, the Contractor's proposal must include a completed Qualifications of Bidder form.

Materials Management

The Contractor will purchase and maintain a fixture inventory of sufficient quantity to be able to perform the routine service work described herein. All parts and material costs which are part of the performance of routine street light maintenance are considered included in the unit price service fee bid. The Contractor 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 City, the Contractor will provide a detailed written quotation of the cost and time required to provide supporting documentation to assist the City with its pursuit of third parties for any insurance claims.

Selection Process

The selection of a Contractor will be based on overall quality and completeness of the Contractor's RFP response, relevance of experience, strength of references, and pricing. Contractors submitting proposals shall have a minimum of three (3) years of experience with municipal street light maintenance services similar to the services requested in this RFP. The Department of Public Works may conduct in-person interviews to determine the best fit between the firm and the needs of the City of Meriden.

The City reserves the right to reject any or all bids, or any part of all bids, to waive any informality, and reserves all other rights as detailed in the Bid Specifications when such action is in the best interest of the City. The City is an equal opportunity employer. Contractor must comply with all Federal, State and Local requirements under this contract.

Responses to this RFP must include one original and three copies and be received in the Meriden Purchasing Department office at 142 East Main Street, Meriden, CT 06450 no later than 1:00 PM on Thursday, December 29, 2022.

Adam Tulin, Purchasing Agent

Phone: (203) 630-4115 atulin@meridenct.gov

PROPOSAL FORMS

All of the following documents contained within this section must be completed by the prospective proposer and returned with the proposal:

1. Unit Price Proposal
2. Resolution for Corporations/Professional Corporations
3. Resolution for Limited Liability Companies
4. Resolution for Partnerships
5. General Qualifications of Bidder (form provided)
6. Specific Contractor and Worker Qualifications
7. Evidence from the CTSOS of Good Standing & Ability to Conduct Business in Connecticut

Note that the correct resolution must be prepared based on the type of business submitting the bid (corporation, Professional Corporation, limited liability company, partnership, limited liability partnership, or general partnership). Resolutions must be on company letterhead and the date of the resolution must match the bid opening date.

The specific contractor and worker qualifications include all necessary documentation to allow the City to make the required Certification to Eversource, as outlined in Eversource Publication NB-208.

Company Name: _____



Department of Public Works

Unit Price Proposal

RFP#023-28

STREETLIGHT MAINTENANCE SERVICES

Having carefully examined the Request for Proposals, Standard Instructions for Bidders, Instructions for Construction and/or Labor Service bids, Insurance Requirements, and Appendices, for the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete Street Light Maintenance Services and having satisfied himself as to conditions affecting the proposed Work and all Addenda issued by the City, transmitted to the undersigned by electronic mail prior to the date of opening of Bids, the undersigned proposes to complete all Street Light Maintenance Services for the unit prices for the Work for the items shown below.

Bidder acknowledges receipt of the following addenda:

No. _____, dated _____, 2022

No. _____, dated _____, 2022

1. Provide unit prices for the following work items:

Item #	Description	Unit Price (in numbers)
1	Required Services (1st Contract Year)	Per Month
2	Emergency Repair Service (1st Contract Year) *Estimated at 10 per year*	Per Service Event

(Note: Contract Year markups will be applied to both Item #1 and Item #2.)

2. Markup for 2nd Contract Year: _____%

3. Markup for 3rd Contract Year: _____%

(Note: This markup will be applied in addition to the markup for the 2nd contract year.)

Company Name: _____

4. Sub-contractor mark-up = _____%

A. The undersigned understands that there may be changes, omissions, or modification in the Work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents.

B. The undersigned understands that the Owner reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

C. Bid prices shall not include any sales, excise or other taxes for which the Owner is not liable. City of Meriden is the awarding authority.

D. The contract term will be three (3) years, commencing when the contract is fully endorsed in 2022 and terminating on the same date in 2025.

Respectfully Submitted By: _____

(Signature) _____

Name (Please Print): _____

Title: _____

Company: _____

Business Address: _____

Business Phone: _____

Business Fax: _____

Email Address: _____

GENERAL QUALIFICATIONS OF BIDDER

The undersigned offers the following information as evidence of his qualifications to perform the Work as bid upon according to all the requirements of the Contract Documents, including Plans and Specifications. PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Project Name STREET LIGHT MAINTENANCE SERVICES

Bidder's Name: _____

Bidder's Address: _____

When Organized: _____

1. How many years has Bidder been engaged in the contracting business under present firm name?

- 1a. Former firm names (if applicable). List previous names.

2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals, are as follows (attach supplementary list if necessary):

3. The Bidder is requested to state in Table 1 (see following page) a minimum of three (3) projects of similar nature to the project described herein, that the Bidder has completed, with name, address, and telephone number of a reference for each project.

TABLE 1

PROJECT 1. Title 2. Description (i.e sq ft of sidewalk)	SPECIALTY WORK	PROJECT DURATION		PROJECT COST (BID)	PROJECT COST (FINAL)	NAME, ADDRESS, & TELEPHONE NUMBER 1. Owner 2. Project Engineer/Architect 3. Project Reference
		FROM	TO			

4. List projects presently under contract by the Bidder, dollar value of the contract, percent and estimated time of completion:

5. Has the Bidder ever failed to complete work awarded; and if so, state where and why:

6. If the Bidder has worked under the direction of a Consulting Engineer, list recent projects with name, address and telephone number of the Consultant:

7. Does the Bidder plan to sublet any part of this work; and if so, give details: including name, address, phone number, contact person and list of references for each subcontractor.

8. List equipment the Bidder owns that is available for this project:

9. List equipment the Bidder plans to rent or purchase for this project:

10. List name, address, and telephone number for the following:

Surety: _____

Bank: _____

Major Material Supplier: _____

11. List Key Personnel to be employed for this project: _____

12. Remarks: _____

Respectfully Submitted:

By: _____

_____ T

The above statement must be subscribed and sworn to before a Notary Public.

By _____

Date _____

State of _____)

_____) ss: _____ (City/City)
County of _____)

Personally appeared before me _____ who subscribed to
and made oath to the truth of the foregoing statement.

_____ Notary Public

APPENDIX A
EVERSOURCE REQUIREMENTS

BUSINESS PROCEDURE

EVERSOURCE	SUBJECT	NUMBER
	STREET LIGHTING: MUNICIPAL OWNED EQUIPMENT	NB-208
DATE REVISIONS June 2017	DATE EFFECTIVE May 1, 2018	ISSUED BY Director-Distribution Engineering

I. PURPOSE

To set forth a policy for providing electric supply for street and security lighting where the lighting equipment is owned (or leased) and maintained by a municipality and the Company is relieved of the expense and investment in equipment and facilities used exclusively by the municipality for street and security lighting with the exception of dedicated street lighting conductors.

II. SCOPE

This policy applies only to the street and security lighting owned (or leased from third parties) and maintained by the municipality within a specifically defined geographic area of that municipality and receive service under EVERSOURCE Rate 117.

III. POLICY

A. General Policy

1. Under EVERSOURCE Rate 117, it is the municipality's responsibility to provide, own and maintain the luminaire, lamp, photocell, bracket, fixture wire, conduit, hardware and ownership identification labels except for the fixture wire molding and connectors which will be supplied by the Company at the municipality's expense after the initial connection of a new street light or security light. The Company will make the initial connection to its distribution system at no charge to the municipality. Poles used exclusively for street lighting must be owned, installed, and maintained by the municipality. However, if the extension of the Company's distribution system necessitates the use of a dedicated, overhead-fed street light pole, the municipality shall sell the pole to the Company at its current book value.
2. Dedicated street lighting conductors will be owned and maintained by the Company at no charge to the municipality. Underground conduits containing dedicated street lighting conductors will be installed, owned and maintained by the municipality.
3. Municipal-owned street lighting service is available under EVERSOURCE Rate 117. The lighting qualifying for partial street lighting service shall consist of all street lighting equipment within a specifically defined geographic area of the municipality. For purposes hereof, such a specifically defined geographic installation area of a municipality's street lighting equipment shall consist of not less than all lighting equipment on a public way lying between the intersections of that public way and two other public ways or one other public way and a dead end or the municipality's boundary.

BUSINESS PROCEDURE

EVERSOURCE	SUBJECT	NUMBER
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4. A municipality may purchase street lighting equipment over a period not to exceed five years. If the Municipality elects to phase-in the purchase of its street lights over multiple years, the Municipality must purchase all street lights billed to the municipality's accounts within five years from the date of the first purchase. All purchase phases shall consist of contiguous geographic sections, as described in paragraph 3.
5. Upon Written request, the Company will provide the municipality with an estimated purchase price. This price will be held firm for a period not to exceed six months. Adjustments will be made, as necessary, for depreciation, installations, removals and changes that occur subsequent the calculation of the estimated purchase price.

B. Rates

1. The monthly charges for municipal-owned street lighting service shall be in accordance with EVERSOURCE Rate 117 in effect at the time of service.
2. As approved in EVERSOURCE Rate 117, a monthly charge has been assigned to the most common types and sizes of light sources. The total lamp and ballast wattage has been used to determine the charge. Twin lamps are billed at twice the listed charges. For light sources other than those listed, the appropriate charge will be determined by the applicable charge per watt shown in the Partial Street Lighting Rate 117 under "Other Wattage's."

C. Agreement

A signed agreement will be required between the Company and the municipality electing to take service under EVERSOURCE Rate 117. The agreement defines the specific responsibilities required by the rate and the inventory of the municipal-owned lights. A sample agreement is shown in Exhibit NB-208-A.

IV. CONDITIONS/REQUIREMENTS

A. Point of Service/Character of Service

The point of service shall be designated by the Company. The Character of Service shall normally be unmetered, 60 hertz, alternating current, 120 volts. If an extension of the Company's distribution facilities is required for municipal-owned street lighting service only, the municipality will pay for the total cost of installation. Whenever possible, NB-2 will be used to derive the customer charges. When required construction includes items not listed in NB-2, the charges will be computed by alternate means.

BUSINESS PROCEDURE

EVERSOURCE	SUBJECT	NUMBER
	STREET LIGHTING: MUNICIPAL OWNED EQUIPMENT	NB-208
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B. Equipment

The equipment to be installed and connected to the Company's facilities must be acceptable to the Company and other joint users or prior licensees.

1. Only luminaires, mounting brackets and accessories which meet Company standards and applicable codes, or have received prior Company approval as equal or compatible with Company standards, will be acceptable for installation and connection to the Company's distribution system.
2. Municipal-owned equipment must include controls for daily dusk (one-half hour after sunset)-to-dawn (one-half hour before sunrise) operation, resulting in annual illumination of approximately 4,150 hours or for daily dusk (one-half hour after sunset)-to-midnight operation, resulting in annual illumination of approximately 2,210 hours. The municipality is required to use only programmable photocells that are approved by the Company if it selects dusk-to-midnight operation.

The municipality is responsible for all repair or replacement of inoperative fail-on type lighting controls within 30 days of failure. The Company reserves the right to conduct periodic inspection of municipal-owned equipment for fail-on operation of municipal lights. Repair or replacement of defective controls shall be made within 30 days of failure or within 10 days of written notification by the Company, or the equipment will be disconnected at the expense of the municipality.

3. Installations requiring operating conditions and times other than shown in B.2, above, shall be served on a metered service or the Unmetered Electric Service Rate, if they qualify.
4. Municipal-owned equipment shall contain the lamp type and size as recorded with the Company and shall be subject to a periodic field audit to confirm same. If additional lamps have been installed, or larger size lamps are found in the equipment and previously unreported as a change, the Company will correct the billing and seek restitution under Section 16-259a of the Connecticut General Statutes.

C. Records

Record keeping, as well as the engineering design, layout, mapping and written notification to the Company of changes on the system, shall be the responsibility of the municipality. For all new installations, the initial requests for service must include a map or detailed drawing showing the location by pole number; type, number and size of the lamp(s) to be installed.

All subsequent changes to an existing municipal-owned system, other than replacements of like size and type, must be reported to the Company within 30 days of the time of change.

BUSINESS PROCEDURE

EVERSOURCE	SUBJECT	NUMBER
	STREET LIGHTING: MUNICIPAL OWNED EQUIPMENT	NB-208
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All changes must be reported (Attn: Street Light Billing and Accounting Department) in a format as shown on Exhibit B of Exhibit NB-208-A.

On an annual basis, the Municipality shall certify to the Company in writing the inventory of the Municipal-owned lights. The inventory shall be identified in the format as shown on Exhibit A of the agreement for service under this rate.

D. Installations and Removal

1. The Company will designate the character of service and point of connection.
2. If necessary, the Company will extend its distribution facilities to a designated point of service and bill the municipality the Company's installation cost for that extension. Whenever possible, NB-2 will be used to derive the municipal charges. When required construction includes items not listed in NB-2, the charges will be computed by alternate means.
3. The Company, upon request, will rearrange existing distribution facilities, as required, to install a new fixture or relocate an existing fixture on an existing pole, when it has been determined by the Company that such work is feasible and the municipality agrees to pay the cost incurred (based on the Company's estimated costs). This does not preclude charges by other users such as telephone and cable television. Where such rearrangement also requires pole replacement, the municipality shall pay the estimated total cost plus the un-depreciated cost of the removed facilities with consideration for salvage.
4. The municipality may request attachment of municipal-owned street lighting equipment to Company-owned poles along streets and public ways be performed by the Company, such work will be performed by the Company at a charge to the municipality as shown in Exhibit NB-208-B under the following conditions:
 - a) Attachment is deemed feasible by the Company;
 - b) Consent of a joint-owner is either not required or can be obtained without cost to the Company;
 - c) Attachment does not conflict with existing attachments or rights of any other licensee;
 - d) Attachment does not require the consent of a private property owner (or consent is obtained).

BUSINESS PROCEDURE

EVERSOURCE	SUBJECT	NUMBER
	STREET LIGHTING: MUNICIPAL OWNED EQUIPMENT	NB-208
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- e) Attachment includes the mounting of the bracket on the pole (Company or joint-owned pole) and the connection of the fixture conductors to the Company secondary conductors. The initial connection of a new street light to the Company's distribution system will be at no charge to the municipality.
5. The municipality may elect, at its sole cost, liability and expense, to have a qualified contractor or qualified municipal employees attach the municipality's street lighting equipment to Company owned poles provided the municipality:
- a) Obtains consent from the Company that the attachment is feasible without modifications to the pole or the municipality pays for any necessary modifications.
 - b) Obtains the consent of all other joint-owners of the pole if required without cost to the Company.
 - c) Attachment does not conflict with existing attachments or rights of any other licensee.
 - d) Attachment does not require the consent of a private property owner (or consent is obtained).
 - e) Connection and disconnection to the Company's distribution system will be made by the Company following receipt of a written notice from the municipality that its street lighting equipment has been attached. This attachment includes the connection of the fixture conductors to the Company secondary conductors. The initial connection of a new street light to the Company's distribution system will be at no charge to the municipality. Under no circumstances shall a municipally owned street light be connected to or disconnected from the Company's distribution system by anyone other than authorized Company personnel.
6. Except as provided in paragraph 5, a municipality's work is limited specifically to maintenance work which includes such items as cleaning of fixture parts, re-lamping, replacing photo controls, replacing glassware and luminaire replacements or adjustments. All work shall be performed in accord with applicable safety codes. It will be the municipality's responsibility to ensure that no electrical potential exists between the fixture and ground.
7. All newly installed municipal-owned equipment must include an ownership identification marking or label, on the fixture, which is readily visible from the ground during daylight hours. All municipal-owned luminaires purchased from the Company shall be labeled by the municipality at the time of sale but in no case later than six (6) months from the time of sale. In addition, the equipment shall have lamp fixture

BUSINESS PROCEDURE

EVERSOURCE	SUBJECT STREET LIGHTING: MUNICIPAL OWNED EQUIPMENT	NUMBER NB-208
DATE REVISIONS June 2017	DATE EFFECTIVE May 1, 2018	ISSUED BY Director-Distribution Engineering

identification in accordance with the latest "ANSI Standard for High Intensity Discharge Lamps and Luminaires" (ANSI Publication C136.15 - 1980 and subsequent revisions).

8. Luminaires to be installed on overhead distribution poles by the Company will be supplied to the Company by the municipality complete with bracket, lamp, photocell, labels, fixture wires and glassware. Fixture wire molding and connectors will be supplied by the Company at the municipality's expense, except in the case of the initial connection of a new street light or security light to the Company's distribution system which will be at no charge to the municipality. Company-owned equipment will not be loaned, sold, exchanged or used for repair of municipal-owned street lighting equipment.
9. Luminaires on municipal-owned poles supplied from the Company's underground system, conduit system or direct burial distribution facilities will be connected to the Company's facilities at the base of the pole. The cost of extending facilities to that location will be borne by the municipality. The initial connection at the base of the pole of a new street light to the Company's distribution system will be at no charge to the municipality.
10. The Company shall have the right, but not the obligation, to inspect and discontinue service to any municipal-owned equipment which, in the opinion of the Company, has or will become unsafe for any cause beyond the Company's control or which has been connected to the Company's distribution system by unauthorized personnel. The municipality shall be promptly notified of this action.
11. When it is necessary to relocate, replace, or transfer municipal-owned equipment to substitute poles or to perform any other work in connection with said equipment that may be required by the Company or the joint-owners, such work will be performed by the Company or by the municipality's qualified contractor or qualified municipal employees at the municipality's expense.

Normally, 30 days' notice of required work will be provided to the Company. In an emergency, the Company will remove, relocate or replace the municipality's equipment and the municipality shall be billed by the Company in accordance with the charges set forth in Exhibit NB-208-B.

12. Municipal requests for installation, removal, connections or disconnects by the Company will be scheduled during normal working hours and within the requirements of the work management system. Emergency and/or unusual conditions will merit special attention.
13. When the municipality requests the Company to fix a service to a municipal-owned street light and the problem is found to be with the municipal-owned street lighting

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equipment, the municipality will be billed the Company's actual cost for the service call.

E. Special Condition

With notification (30 days when possible), the Company shall remove municipal-owned equipment from Company-owned facilities which are no longer required for Company or municipal purposes, or the municipality may purchase such Company-owned facilities as the municipality requires. The cost of such purchase shall be un-depreciated value of the facilities.

F. Maintenance of Dedicated Street Lighting Conductors and Conduits

Dedicated street lighting conductors will be owned and maintained by the Company. Underground conduits containing dedicated street lighting conductors will be installed, owned and maintained by the municipality.

G) Qualifications for Contractors and Municipal Employees

Any contractor or municipal employee utilized by the municipality to perform street light maintenance work on Company owned poles shall be properly trained, certified (i.e., licensed) and, in the case of a contractor, properly insured, prior to performing such work. Such work shall be performed in accordance with all applicable federal, state and local laws, regulations, safety codes and ordinances.

Prior to the commencement of any work on Company or jointly owned poles, the municipality shall provide written certification to EVERSOURCE in the form of Exhibit NB-208-C.

AGREEMENT FOR SERVICE UNDER RATE 117 - PARTIAL STREET LIGHTING SERVICE

This is an agreement entered into as of the _____ day of _____, _____, by the _____ of _____ ("the Municipality"), and EVERSOURCE ("the Company") for the supply of service under the Company's Rate 117 - Partial Street Lighting Service, as such rate may be amended from time to time. The Municipality agrees to take and the Company agrees to provide Partial Street Lighting Service for the Municipal-owned street lighting equipment described and located _____ (describe location/borders) and further detailed on Exhibit A attached hereto (as the same may be amended from time to time), under the following conditions:

1. Street lighting Equipment - For purposes of this agreement the term "street lighting equipment" shall mean the bracket, luminaire, lamp, photocell, fixture conductor, wire, hardware and controls for daily dusk-to-dawn or dusk-to-midnight operation for each lighting unit, all of which are owned by the Municipality. When the Municipality owns the mounting pole, it shall also be deemed to be street lighting equipment.

All street lighting equipment shall bear an ownership identification marking or label which is readily visible from the ground during daylight hours. All street lighting equipment purchased in place from the Company shall be so identified at the expense of the Municipality no later than six (6) months from the time of purchase. In addition, street lighting equipment shall have lamp fixture identification in accordance with the latest NEMA or ANSI Standard for High Intensity Discharge Lamps and Luminaires (ANSI Publication C 136.15 - 1980 and subsequent revisions).

Changes to the street lighting equipment shown on Exhibit A (as amended from time to time), other than replacement by like size and type, shall be reported to the Company within 30 days of the time of the change in the format as shown on Exhibit B. No street lighting equipment may be installed unless it includes controls for daily dusk (one-half hour after sunset)-to-dawn (one-half hour before sunrise) operation resulting in annual illumination of approximately 4,150 hours or for daily dusk (one-half hour after sunset)-to-midnight operation, resulting in annual illumination of approximately 2,210 hours. Street lighting equipment may not be installed without a regulated or reactor ballast with a power factor of not less than 85%, or without attachments or connections made in accordance with the specifications of the National Electric Safety Code and Company specifications. Street lighting equipment shall at all times contain the lamp type and size as recorded with the Company and shall be subject to a periodic field audit by the Company to confirm same. If the Company finds lamps which are in addition to or larger than those reported by the Municipality, the Company will seek restitution under Section 16-259a of the Connecticut General Statutes.

2. Ownership of Street Lighting Equipment - The Municipality represents that it owns all the street lighting equipment described in Exhibit A. Dedicated street lighting conductors are owned and maintained by the Company.

If the Municipality elects to phase-in the purchase of its street lights over multiple years, the Municipality must purchase all street lights billed to the municipality's accounts within five years from the date of the first purchase.

3. Maintenance of Street Lighting Equipment - The Municipality shall maintain the street lighting equipment at its own expense. Maintenance shall not include connection or disconnection to the Company's distribution system, which shall be performed by Company personnel only. In performing such maintenance work the Municipality shall not permit its agents, employees or contractors to come into

contact with the Company pole or any other Company property, that is, they shall not climb or otherwise ascend Company poles but shall maintain the street lighting equipment on such poles by using an aerial device.

The Municipality shall insure that any maintenance work performed by or on behalf of the Municipality, or any failure to perform any such maintenance, will not cause an electrical potential to be created between the street lighting equipment and the ground.

The Municipality shall repair and replace inoperative fail-on type lighting controls within 30 days of failure or within 10 days of written notification by the Company, whichever is earlier. If the Municipality fails to do so; the Company may disconnect the affected street lighting equipment at the expense of the Municipality.

The Company shall have the right, but not the duty, to inspect and discontinue service to any Municipality-owned street lighting equipment which, in the opinion of the Company, has become unsafe for any reason, or which has been connected to the Company's distribution system by unauthorized personnel. The Company shall promptly notify the Municipality of this action.

The company-owned dedicated street lighting conductors will be maintained by the Company at no charge to the Municipality. Underground conduits containing dedicated street lighting conductors will be installed, owned and maintained by the municipality.

4. Connection and Disconnection of Street Lighting Equipment - Connection of street lighting equipment wire to, and disconnection from, the Company's distribution system will be performed by Company personnel only and upon written request of the Municipality at the expense of the Municipality. The Company will make the initial connection to its distribution system at no charge to the Municipality. Connections and disconnects will be scheduled during the Company's normal working hours and will require thirty day's notice, unless emergency conditions require otherwise.

5. Installation, Removal, Replacement, Relocation and Transfer of Street Lighting Equipment The services necessary to install, remove, replace, relocate or transfer street lighting equipment attached to Company poles may, at the municipality's option be performed by the Company or by the Municipality's qualified contractor or qualified municipal employees, at the expense of the Municipality. This involves attachment or removal of the bracket to/from the Company pole. The Municipality will provide the Company with any replacement street lighting equipment. Installation, removal, replacement, relocation and transfer performed by the Company will be scheduled during the Company's normal working hours and will require thirty (30) day notice, unless emergency conditions require otherwise. Company charges are contained in NB-208 as may be amended from time to time.

If the Municipality elects to use a qualified contractor or municipal employees to perform the removal, replacement, relocation, installation or transfer of the street light mounting bracket on Company owned poles, the Municipality will certify to the Company in writing that its contractors or municipal employees meet the qualifications as stated in NB-208, Conditions/Requirements, Section G. Such certification shall be provided in the form of Exhibit NB-208-C.

When the Municipality elects to have its qualified contractor or municipal employee attach or disconnect its street lighting equipment to a Company owned pole, it will first:

- a) Obtain consent from the Company that the attachment is feasible without modifications to the pole or the municipality pays for any necessary modifications.
- b) Obtain the consent of all other joint-owners of the pole if required without cost to the Company.
- c) Verify that the attachment does not conflict with existing attachments or rights of any other licensee.
- d) Verify that the attachment does not require the consent of a private property owner (or consent is obtained).
- e) Verify that the connection and disconnection to the Company's distribution system will be made by the Company following receipt of a written notice from the municipality that its street lighting equipment has been attached. This attachment includes the connection of the fixture conductors to the Company secondary conductors. The initial connection of a new street light to the Company's distribution system will be at no charge to the municipality. Under no circumstances shall a municipally owned street light be connected to or disconnected from the Company's distribution system by anyone other than authorized Company personnel.

When the Company determines it is necessary to relocate or transfer street lighting equipment to a substitute pole for any reason, such work will be performed by the Company or by the Municipality's qualified contractor or qualified municipal employees, at the expense of the Municipality. Examples of work requiring such a relocation or transfer includes, but are not limited to, such work required because of damage to the pole or support bracket from a storm or vehicle, and transfers necessitated by the relocation or removal of the supporting pole. Except in the case of emergency, the Company will attempt to give 30 days' notice to the Municipality of any proposed relocation or transfer of street lighting equipment.

If a third party is or may be liable for payment of some or all of the expense of removal, replacement, relocation and transfer of street lighting equipment, the Company will attempt to recover such expense from such third party, but such action shall not excuse the Municipality from payment of such expense subject to reimbursement of any portion of such expense recovered by the Company.

6. Billing - All work performed by the Company at the expense of the Municipality shall be billed to the Municipality monthly, with reasonable itemization, at the Company's then current rates for such work. All such bills shall be payable when rendered; bills paid more than 60 days after billing shall bear interest at the rate of 1 percent per month from the date of billing.

7. Rates - All charges shall be in accordance with Rate 117 - Partial Street Lighting Service in effect at the time of service. For light sources other than those listed in Rate 117, the appropriate charge will be determined by the total lamp and ballast wattage multiplied by the applicable charge per watt shown in Rate 117 under "Other Wattages." No credit shall be allowed for inoperative fixtures.

8. Indemnification - The Municipality shall indemnify and hold harmless the Company and all other owners of poles to which street lighting equipment is or may be attached from and against all claims, costs,

liabilities, losses, judgments and expenses, including reasonable attorneys' fees, that may arise to, or be suffered by, any of them as a result of the Municipality's ownership or control of the street lighting equipment or occasioned wholly or in part by any act or omission of the Municipality, its agents, employees or contractors in performance of maintenance, installation removal, replacement relocation transfer or other activities involving such street lighting equipment, or the Company's distribution system.

9. Amendment of Exhibit A - The addition of street lighting equipment to that listed in Exhibit A shall be subject to mutual agreement between the Company and the Municipality and shall be subject to the Company rules and regulations with respect to acceptable fixtures and installation practices. Removals or abandonments of street lighting equipment listed in Exhibit A shall be at the option of the Municipality, provided that no such equipment shall be removed or abandoned if it would result in a violation of the conditions of Rate 117. Street lighting equipment deleted from Exhibit A shall be removed from Company owned poles by the Company or by the Municipality's qualified contractor or qualified municipal employees at the Municipality's expense.

Each amendment to Exhibit A shall be evidenced in writing, which shall be in the format as shown on Exhibit B, executed by the Municipality and the Company, and shall define the effective date.

On an annual basis, the Municipality shall certify to the Company in writing the inventory of the Municipal owned lights. The inventory shall be identified in the format as shown on Exhibit A of the agreement for service under this rate.

10. Pole Space Charges - As of the date of this agreement no pole rental fee for street lighting attachments has been approved by the PURA. Nothing herein contained shall preclude the owner(s) of any pole to which any street lighting equipment may be affixed under the terms of this agreement from hereafter charging such annual pole rental or use fee as may be approved by the Public Utility Regulatory Authority of the State of Connecticut after a hearing held pursuant to Section 16-19(s) of the Connecticut General Statutes.

_____ By _____

Date

Duly Authorized

Eversource Energy

_____ By _____

Date

Duly Authorized

Town of _____

AGREEMENT FOR SERVICE UNDER EVERSOURCE RATE 117
PARTIAL STREET LIGHTING SERVICE

EXHIBIT A

<u>Street</u>	<u>Pole #</u>	<u>Type</u>	<u>Number of Lamps</u>	<u>Lumens</u>	<u>Total Wattage</u>	<u>Date Installed</u>
---------------	---------------	-------------	----------------------------	---------------	--------------------------	---------------------------

Note:

1. Type is: M - Mercury
 S - High Pressure Sodium
 H - Metal Halide
 O - Ornamental
2. Total wattage includes the wattage for the lamp and ballast.
3. For municipal owned lighting equipment connected to the Company's street lighting equipment through a Company owned and maintained receptacle, the total wattage shall be the monthly equivalent wattage calculated for that receptacle.

AMENDMENT TO AGREEMENT FOR SERVICE UNDER EVERSOURCE RATE 117 PARTIAL STREET LIGHTING SERVICE EXHIBIT B

Name _____ Date _____

Eversource Energy
Address
City, State, Zip _____

Dear Mr. or Ms. _____:

Please arrange to make the following changes or additions to billing for the municipal-owned street lighting equipment in the ____
(City/Town/Borough/District/etc.)__ of _____:

INSTALLATION:

<u>Street</u>	<u>Pole #</u>	<u>Type</u>	Number <u>of Lamps</u>	<u>Lumens</u>	Total <u>Wattage</u>	Date <u>Installed</u>
---------------	---------------	-------------	---------------------------	---------------	-------------------------	--------------------------

REMOVAL:

<u>Street</u>	<u>Pole #</u>	<u>Type</u>	Number <u>of Lamps</u>	<u>Lumens</u>	Total <u>Wattage</u>	Date <u>Removed</u>
---------------	---------------	-------------	---------------------------	---------------	-------------------------	------------------------

Signed: _____

Date: _____

Municipal Unit (town, fire district, etc.): _____

Number of Units in Work Group*	1	Additional Units	Not to Exceed
1. Connect (OH)	\$261	\$152	16 Units
2. Disconnect (OH)	\$261	\$152	16 Units
3. Replace Luminaire	\$425	\$316	8 Units
4. Install Bracket & Luminaire	\$385	\$275	8 Units
5. Remove Bracket & Luminaire Disconnect	\$312	\$201	12 Units
6a. Transfer Bracket & Luminaire	\$460	\$350	7 Units
6b. Transfer Bracket & Luminaire (1/2 Setup)**	\$403	\$294	8 Units
7. Connect Post Top or Ornamental Pole Luminaire	\$261	\$152	16 Units
8. Disconnect Post Top or Ornamental Pole Luminaire	\$261	\$152	16 Units

* Initial Travel Time of 0.67 /man-hours (20 Minutes) based on average travel time from

EVERSOURCE districts to the center of the towns they serve.

** Based on travel time of 0.10, time to travel 1/2 mile between job sites (20 MPH)

The municipality will be billed the Company's actual costs for all work for emergency conditions that require the Company to verify the safety of EVERSOURCE's facilities or to make EVERSOURCE's facilities safe.

Proposed

Number of Units in Work Group*	1	Additional Units	Not to Exceed
1. Connect (OH)	\$227	\$131	16 Units
2. Disconnect (OH)	\$227	\$131	16 Units
3. Replace Luminaire	\$369	\$273	8 Units
4. Install Bracket & Luminaire	\$334	\$238	8 Units
5. Remove Bracket & Luminaire Disconnect	\$270	\$175	12 Units
6a. Transfer Bracket & Luminaire	\$399	\$303	7 Units
6b. Transfer Bracket & Luminaire (1/2 Setup)**	\$350	\$254	8 Units
7. Connect Post Top or Ornamental Pole Luminaire	\$227	\$131	16 Units
8. Disconnect Post Top or Ornamental Pole Luminaire	\$227	\$131	16 Units

MUNICIPAL CERTIFICATION OF CONTRACTOR AND EMPLOYEE QUALIFICATIONS

Municipality _____

a. Name of Municipal Official Providing Certification: _____

Contractor/Municipal Employee Information

a. *(Contractor) Name:*__

b. *Home Office/Headquarters:*

Address: _____

Phone Number: () _____

Fax Number: () _____

Certification

The Municipality hereby certifies that the Contractor/Employee referenced above is properly trained, certified and licensed, and in the case of a contractor, insured, to perform installation, removal, replacement, relocation, transfer and maintenance work on street lighting equipment in close proximity to high voltage electrical conductors (the "Work"), and that such Contractor/Employee is authorized by the Municipality to perform such Work on its behalf. The Contractor/Employee is required to perform the Work on behalf of the Municipality in accordance with all applicable federal, state and local laws, regulations, safety codes and ordinances.

The Municipality further certifies that all individuals performing Work on its behalf on street lighting equipment have received full and adequate safety training. The Municipality acknowledges that the Company shall rely on this certification as proof of the qualifications of such Contractor/Employee. The Municipality shall indemnify and hold harmless the Company and all other owners of poles to which street lighting equipment is or may be attached from and against all claims, costs, liabilities, losses, judgments and expenses, including reasonable attorneys' fees, that may arise to, or be suffered by, any of them as a result of the Municipality's ownership or control of the street lighting equipment or occasioned wholly or in part by any act or omission of the Municipality, its agents, employees or contractors, in the performance of Work or any other activities of such persons involving such street lighting equipment or the Company's distribution facilities.

Dated as of this ___ day of _____, 20__.

(Official Municipal Authorization)

APPENDIX B
STREET LIGHT INVENTORY

Street	Pole #	FixtureType	Heads	Pole Material	Pole Height	Arm Length	Standalone Pole	PowerFeed	LEDFixtureDesign
ADAMS ST	5370	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
AKRON ST	4007	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
AKRON ST	2008	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
AKRON ST	4009	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
AKRON ST	4010	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
AKRON ST	4011	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
AKRON ST	81997	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
AKRON ST	1635	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALANBY DR	204	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALANBY DR	202	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALANBY DR	200	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALANBY DR	198	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALCOVE ST	63X	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALCOVE ST	80534	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
ALCOVE ST	84559	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
ALEXANDER DR	5551	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALEXANDER DR	5876	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALEXANDER DR	5878	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALEXANDER DR	5873	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
ALLEN AVE	93439	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
ALLEN AVE	93443	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALLEN AVE	93447	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALLEN AVE	93449	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
ALLEN AVE	93452	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
ALLEN AVE	93456	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALLEN AVE	93458	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALLEN AVE	93461	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
ALLEN AVE	333	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALLEN AVE	355	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
ALLEN AVE	340	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
ALLEN AVE	2326	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALLEN AVE	93436	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
ALLEN AVE	93420	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
ALLEN AVE	83602	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALLEN AVE	83607	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALLEN AVE	83609	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
ALLEN AVE	93423	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
ALLEN AVE	93425	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALLEN AVE	93428	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
ALLEN AVE	93432	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ALLEN AVE	93434	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
ALLEN CT	X	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
AMES AVE	93162	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
AMES AVE	83385	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type D - ERL1-0-04-D1-30-A-GRAY-R
AMES AVE	83X85	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
AMES ST	2372	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
AMITY ST	873	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
AMITY ST	875	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
AMITY ST	877	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
AMITY ST	879	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
AMITY ST	397X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
AMITY ST	2471	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
AMITY ST	5757	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
AMITY ST	6035	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
AMITY ST	7043	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
AMITY ST	4X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ANDREWS ST	83401	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ANDREWS ST	83403	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
ANDREWS ST	83405	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ANDREWS ST	290	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ANDREWS ST	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
ANDREWS ST	530	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ANDREWS ST	532	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
ANN PL	5087	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R

BARR RD	6304	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BARTIS DR	92863	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BARTLETT ST	82XX4	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
BARTLETT ST	83123	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
BARTLETT ST	82123	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BEE ST	1940	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
BEE ST	1936	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BEE ST	1937	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BEE ST	3909	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
BEE ST	4074	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BEE ST	1872	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
BEE ST	4071	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BEE ST	4086	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
BEE ST	4091	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
BEE ST	4095	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
BEE ST	4097	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
BEE ST	4098	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
BEE ST	4099	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
BEE ST	4101	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
BEE ST	4102	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
BEECHWOOD DR	6740	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
BEECHWOOD DR	6741	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BEECHWOOD DR	6738	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BELLEVUE ST	90894	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BELLEVUE ST	90856	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
BELLEVUE ST	90858	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BELLEVUE ST	90858	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BELLEVUE ST	908X2	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BELVEDERE DR	5608	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BELVEDERE DR	5726	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
BELVEDERE DR	5615	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BELVEDERE DR	5614	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BELVEDERE DR	56x2	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BELVEDERE DR	5611	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BELVEDERE DR	5610	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BELVEDERE DR	5607	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BELVEDERE DR	4646	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BENJAMIN ST	1129	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BENJAMIN ST	3717	Cobra Head	Twin	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BENJAMIN ST	3718	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BENJAMIN ST	1133	Cobra Head	Twin	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BETH ANN CIR	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
BETH ANN CIR	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
BETH ANN CIR	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
BETH ANN CIR	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
BETTS PL	X	Post Top	Single	Fiberglass	Under 25	None	No	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
BETTS PL	X	Post Top	Single	Fiberglass	Under 25	None	No	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
BEVERLY DR	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
BEVERLY DR	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
BEVERLY DR	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
BILLARD ST	83123	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BIRCH RD	2985	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BIRCH RD	84625	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BIRCH RD	84623	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BIRCHWOOD DR	1766	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
BIRCHWOOD DR	XX64	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
BIRCHWOOD DR	2	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
BIRDSEY AVE	1191	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BIRDSEY AVE	2531	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BLACKSTONE ST	4104	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BLUEBERRY LN	2	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
BLUEBERRY LN	1	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
BORIS CT	14	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
BOTSFORD ST	80752	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BOTSFORD ST	83408	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
BOTSFORD ST	89647	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R

CHARLES ST	225	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CHARLES ST	91173	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CHARLES ST	91179	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CHARLES ST	1701	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CHASE ST	925	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
CHATHAM DR	20	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
CHERRY HILL LN	3091	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
CHERRY ST	9351X	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CHERRY ST	93515	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
CHERRY ST	93515	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CHERRY ST	84727	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type D - ERL1-0-04-D1-30-A-GRAY-R
CHESHIRE RD	89687	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
CHESHIRE RD	89695	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CHESHIRE RD	89689	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
CHESHIRE RD	89691	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
CHESHIRE RD	1188	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
CHESHIRE RD	89694	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
CHESHIRE RD	89696	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CHESHIRE RD	2586	Cobra Head	Twin	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CHRISTOPHER LN	1914	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
CHRISTOPHER LN	1916	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CHRISTOPHER LN	1918	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CHURCH ST	901	Cobra Head	Single	Wood	25-30 ft	8-10	Yes	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
CHURCH ST	900	Cobra Head	Twin	Wood	25-30 ft	8-10	Yes	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
CHURCH ST	900	Cobra Head	Twin	Wood	25-30 ft	8-10	Yes	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
CLARK ST	6312	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CLEARFIELD DR	6220	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CLEARFIELD DR	6274	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
CLEARFIELD DR	6226	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CLEARFIELD DR	6224	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CLEARFIELD DR	6222	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CLEARVIEW AVE	4235	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CLEARVIEW AVE	5524	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
CLEARVIEW AVE	5212	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CLIFF ST	92354	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
CLINTON ST	4244	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
CLINTON ST	4242	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CLINTON ST	4240	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CLINTON ST	4238	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
CLOVER ST	5978	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
COE AVE	93537	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
COE AVE	96	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
COE AVE	94	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
COE AVE	93531	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
COE AVE	93532	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
COE AVE	1762	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
COE AVE	1761	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
COE AVE	1760	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
COE AVE	995	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
COE AVE	807	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
COE ST	1576	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
COE ST	2252	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
COLD SPRING AVE	93499	Cobra Head	Twin	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
COLLINDALE DR	1	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
COLLINDALE DR	2	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
COLLINDALE DR	3	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
COLLINDALE DR	4	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
COLLINDALE DR	7	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
COLLINDALE DR	8	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
COLLINDALE DR	9	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
COLLINDALE DR	10	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
COLLINDALE DR	11	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
COLLINDALE DR	12	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
COLLINDALE DR	13	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
COLLINDALE DR	15	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
COLONIAL HEIGHTS	4663	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY

FINCH AVE	3X32	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FINCH AVE	57	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
FINCH AVE	1059	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
FINCH AVE	93573	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
FINCH AVE	93578	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
FINCH AVE	88455	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FINCH AVE	93580	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FINCH AVE	93582	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FINCH AVE	93584	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
FINCH AVE	93X86	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FINCH AVE	93588	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FINCH AVE	93591	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FINCH AVE	84305	Flood	Twin	Wood	25-30 ft	1	No	Powered Overhead	120W ILP Flood - FDLS-120WLED-UNIV-4000K-PC120
FINCH AVE	2394	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
FLEMING RD	6785	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
FLEMING RD	5407	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FLOWER ST	93593	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
FLOWER ST	93564	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
FLOWER ST	93596	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
FOLS AVE	4318	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOREST AVE	1050	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
FOREST AVE	1050	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOREST AVE	84523	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOSTER CT	807X8	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOSTER ST	93600	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOSTER ST	93603	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOSTER ST	83361	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOSTER ST	83359	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOSTER ST	X3357	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOSTER ST	8X3565	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
FOSTER ST	83355	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
FOSTER ST	665X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
FOURTH ST	93819	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOURTH ST	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOURTH ST	93815	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOURTH ST	93605	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOURTH ST	93607	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
FOURTH ST	99610	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
FOURTH ST	93608	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOURTH ST	83898	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOURTH ST	93935	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOURTH ST	93933	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOURTH ST	93932	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOWLER AVE	87028	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOWLER AVE	87030	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOWLER AVE	80754	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOWLER AVE	93611	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOWLER AVE	93613	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOWLER AVE EXT	87042	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FOWLER AVE EXT	93614	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FRANKLIN ST	3186	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
FRANKLIN ST	3185	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
FRANKLIN ST	3184	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
FRANKLIN ST	3183	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
FRANKLIN ST	978	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FRANKLIN ST	977	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
FRANKLIN ST	976	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
FRANKLIN ST	975	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
FRANKLIN ST	974	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
FRANKLIN ST	973	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
FRANKLIN ST	972	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
FRANKLIN ST	971	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
FRANKLIN ST	2866	Flood	Other (note	Wood	Under 25	2-4	Yes	Powered Overhead	297W GE EFH Flood - EFH1-01-0-EE-77-7-40-A-D-S1-DKB2
FRANKLIN ST	2866	Cobra Head	Other (note	Wood	Under 25	2-4	Yes	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
FRANKLIN ST	2866	Flood	Other (note	Wood	Under 25	2-4	Yes	Powered Overhead	120W ILP Flood - FDLS-120WLED-UNIV-4000K-PC120
FRANKLIN ST	2867	Cobra Head	Twin	Wood	Under 25	2-4	Yes	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R

HOME AVE	93703	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HOME AVE	93701	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HOME AVE	93699	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HORSESHOE DR	5750	Cobra Head	Single	Wood	Under 25	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HORSESHOE DR	5752	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HORTON AVE	1220	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HORTON AVE	1222	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HORTON AVE	1224	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HORTON AVE	1226	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HORTON AVE	6836	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HOURIGAN DR	2107	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HOURIGAN DR	2105	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HOURIGAN DR	2103	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HOURIGAN DR	2101	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HOURIGAN DR	2099	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HOWARD AVE	1865	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HOWARD AVE	1863	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HOWARD AVE	3741	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HOWE ST	4404	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
HOWE ST	959	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
HUBBARD PARK DR	84901	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HUBBARD PARK DR	93832	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HUBBARD PARK DR	93834	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HUBBARD ST	889	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type D - ERL1-0-04-D1-30-A-GRAY-R
HUBER AVE	2220	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HUBER AVE	4407	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HUBER AVE	4409	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
HUMBERT ST	5123	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
IAN DR	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
IAN DR	3087	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
IAN DR	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
IDLE LN	1979	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
IDLE LN	1981	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
IDLE LN	1988	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
IONE DR	1	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Below Ground	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
IONE DR	X	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Below Ground	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
IONE DR	3	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Below Ground	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
IONE DR	4	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Below Ground	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
IONE DR	5	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Below Ground	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
IONE DR	6	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Below Ground	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
ISABELLE DR	6	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
ISABELLE DR	5	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
ISABELLE DR	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
ISABELLE DR	3	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
IVES AVE	2403	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
IVY DR	5632	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
IVY DR	5633	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
IVY DR	630	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
IVY DR	5628	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
JACKSON ST	4411	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
JAMES ST	91741	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
JAMES ST	87613	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
JAMES ST	82128	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
JANET RD	5461	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
JEFFERSON ST	4415	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
JEFFERSON ST	4416	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
JEFFREY LN	1221	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
JEFFREY LN	1220	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
JEFFREY LN	1218	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
JEFFREY LN	1217	Cobra Head	Twin	Wood	25-30 ft	>10	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
JEFFREY LN	1217	Cobra Head	Twin	Wood	25-30 ft	>10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
JEPSON LN	1286	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
JEPSON LN	475	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
JEPSON LN	236	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
JEPSON LN	499	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
JEPSON LN	1016	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R

KENSINGTON AVE	87262	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
KENSINGTON AVE	87686	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KENSINGTON AVE	83043	Cobra Head	Twin	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
KENSINGTON AVE	83042	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KENSINGTON AVE	83011	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
KENSINGTON AVE	8184	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KENSINGTON AVE	91840	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KENSINGTON AVE	XX839	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
KENSINGTON AVE	91837	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KENSINGTON AVE	X1836	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
KENSINGTON AVE	91835	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KENSINGTON AVE	91834	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
KENSINGTON AVE	91833	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KENSINGTON AVE	91831	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
KENSINGTON AVE	91830	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
KENSINGTON AVE	91829	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
KENSINGTON AVE	91826	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
KENSINGTON AVE	563	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KENSINGTON AVE	830X8	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KENSINGTON AVE	83029	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
KENSINGTON AVE	91824	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
KENSINGTON AVE	88318	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KENSINGTON AVE	83000	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
KENSINGTON AVE	82998	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KENSINGTON HTS	91846	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KENSINGTON HTS	91848	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
KENSINGTON PL	91843	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
KENWOOD RD	6452	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
KENWOOD RD	6454	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
KENWOOD RD	6456	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
KIKI DR	X	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
KIM LN	6153	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
KIM LN	6154	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
KIM LN	6155	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
KIM LN	6157	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
KIM LN	6156	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
KIRTLAND PL	300	Cobra Head	Single	Steel	25-30 ft	2-4	Yes	Powered Below Ground	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
KLOCK ST	9330	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KNOB HILL RD	12	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
KNOB HILL RD	11	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KNOB HILL RD	10	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KNOB HILL RD	9	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
KNOB HILL RD	8	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KNOB HILL RD	7	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
KNOB HILL RD	6	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
KNOB HILL RD	5	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KNOB HILL RD	4	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
KNOB HILL RD	3	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
KNOB HILL RD	1	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KNOB HILL RD	2	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KNOB HILL RD	3	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
KNOLLFIELD RD	5529	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
KYLE CT	3233	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
KYLE CT	3232	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
KYLE CT	3231	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
LAKEVIEW ST	81697	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LAKEVIEW ST	816X5	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LAKEVIEW ST	81693	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LAMBERT AVE	1855	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LAMBERT AVE	1854	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LAMBERT AVE	86837	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LAMBERT AVE	85106	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
LAMBERT AVE	8997	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
LANOQUETTE ST	93709	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LANOQUETTE ST	93708	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LAUREL HEIGHTS	89959	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R

LINSLEY AVE	84774	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
LINSLEY AVE	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
LINSLEY AVE	84776	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
LINSLEY AVE	84777	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
LINSLEY AVE	84778	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
LIVE OAK LN	5283	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LIVE OAK LN	528x	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LIVE OAK LN	5291	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
LOCKWOOD ST	83393	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
LOCKWOOD ST	83395	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
LOCKWOOD ST EXT	80741	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
LOCKWOOD ST EXT	87039	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
LOCKWOOD ST EXT	87037	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
LOCKWOOD ST EXT	87036	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
LOCUST ST	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-03-B1-30-A-GRAY-R
LONGMEADOW DR	55xx	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
LONGMEADOW DR	5577	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
LONSDALE AVE	4436	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
LONSDALE AVE	4438	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LORI LN	1	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Below Ground	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LORI LN	2	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Below Ground	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LORI LN	3	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Below Ground	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LORI LN	4	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Below Ground	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
LOU ANN TER	6628	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LOUIS DR	6623	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LOUIS DR	6625	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LOUIS DR	6627	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LOWE AVE	2602	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LOWE AVE	5588	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LOWE AVE	5586	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LOWE AVE	5584	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LOWE AVE	5582	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LOWE AVE	5580	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LUCIA DR	7	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
LUCIA DR	69xx	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LUCIA DR	6922	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
LYDALE PL	4832	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LYDALE PL	5182	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LYDALE PL	5184	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LYDALE PL	5184	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LYDALE PL	5223	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LYDALE PL	1586	Cobra Head	Single	Wood	25-30 ft	5-7	Yes	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
LYDALE PL	1584	Cobra Head	Single	Wood	25-30 ft	5-7	Yes	Powered Overhead	132W Type B - ERS2-0-16-B1-30-A-GRAY-R
LYMAN AVE	14X8	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LYMAN AVE	1411	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LYNN DR	2441	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type D - ERL1-0-04-D1-30-A-GRAY-R
LYNN DR	2439	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
LYNN DR	XX37	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MADISON AVE	84828	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MADISON AVE	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MADISON AVE EXT	81852	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MADISON AVE EXT	91000	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAIN ST	84238	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type E - ERL1-0-06-E1-30-A-GRAY-R
MAIN ST	93724	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
MAIN ST	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
MAIN ST	93728	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAIN ST	93730	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAIN ST	93732	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MAIN ST	93735	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
MAIN ST	93739	Cobra Head	Single	Wood	25-30 ft	>10	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MAIN ST	93765	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAIN ST	93754	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MAIN ST	93X57	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MAIN ST	93759	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAIN ST	93762	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MAIN ST	93752	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R

MAIN ST	93750	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAIN ST	93748	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAIN ST	X	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MAIN ST	93744	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MAIN ST	93743	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAIN ST	93741	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MALONEY AVE	2X83	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MALONEY AVE	272	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MALONEY AVE	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MALONEY AVE	2723	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
MAPLE AVE	1252	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE AVE	1254	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE AVE	1256	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE AVE	3786	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE AVE	1258	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE AVE	4847	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE AVE	4873	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MAPLE AVE	4995	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE AVE	3050	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE AVE	3053	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE AVE	5187	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE AVE	5189	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE AVE	5188	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE AVE EXT	5667	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE AVE EXT	5196	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE AVE EXT	5194	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE ST	8X32X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MAPLE ST	833XX	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE ST	8X323	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE ST	83321	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
MAPLE ST	83319	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAPLE ST	83316	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MARGERIE ST	510	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MARGERIE ST	109	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MARGERIE ST	5811	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MARKHAM PL	2726	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MARKHAM PL	2460	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MARKHAM PL	2462	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MARLSON RD	556	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MARLSON RD	5592	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MARLSON RD	1	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
MARSHALL RD	3171	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MARSHALL RD	4817	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MARSHALL RD	5238	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MAY ST	94182	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAY ST	94183	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAY ST	1004	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAY ST	91798	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAYFAIR RD	5663	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAYFAIR RD	5665	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAYFLOWER LN	5881	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MAYFLOWER LN	5884	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MAYFLOWER LN	5886	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAYFLOWER LN	5887	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
MAYFLOWER LN	5889	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAYFLOWER LN	5891	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MAYNARD ST	2280	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MCKENZIE AVE	92759	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MCKENZIE AVE	81687	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MCKENZIE AVE	81685	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MEADOW BROOK	3147	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Colonial - LDX-3320-BLK
MEADOW BROOK	3148	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Colonial - LDX-3320-BLK
MEADOW BROOK	3149	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Colonial - LDX-3320-BLK
MEADOW BROOK	3150	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Colonial - LDX-3320-BLK
MEADOW BROOK	3151	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
MEADOW ST	371	Cobra Head	Twin	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R

MEADOW ST	8X1X4	Cobra Head	Twin	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MEADOW ST	84389	Cobra Head	Twin	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MEADOW ST	84388	Cobra Head	Twin	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MEADOW ST	2275	Flood	Single	Wood	25-30 ft	2-4	No	Powered Overhead	297W GE EFH Flood - EFH1-01-0-EE-77-7-40-A-D-S1-DBZ
MEADOW ST	371	Flood	Twin	Wood	25-30 ft	2-4	No	Powered Overhead	297W GE EFH Flood - EFH1-01-0-EE-77-7-40-A-D-S1-DBZ
MEADOW ST	84104	Flood	Twin	Wood	25-30 ft	2-4	No	Powered Overhead	297W GE EFH Flood - EFH1-01-0-EE-77-7-40-A-D-S1-DBZ
MEADOW ST	84389	Flood	Twin	Wood	25-30 ft	2-4	No	Powered Overhead	297W GE EFH Flood - EFH1-01-0-EE-77-7-40-A-D-S1-DBZ
MEADOW ST	84388	Flood	Twin	Wood	25-30 ft	2-4	No	Powered Overhead	297W GE EFH Flood - EFH1-01-0-EE-77-7-40-A-D-S1-DBZ
MEADOW WAY	628X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MELVILLE AVE	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MELVILLE AVE	2202	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MELVILLE AVE	2203	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MERIDEN AVE	84511	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MERIDEN AVE	80749	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MERIDEN AVE	87263	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MERIDEN AVE	84519	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MERIDIAN ST	93772	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MERIDIAN ST	84718	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MERIDIAN ST	84719	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MERIDIAN ST	84720	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MERIDIAN ST	84722	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MERIDIAN ST	98	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MICHAEL DR	4	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Below Ground	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
MICHAEL DR	3	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
MICHAEL DR	2	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
MICHAEL DR	1	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
MIDLAND DR	6811	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MIDLAND DR	6904	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MIDLAND DR	6841	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MIDLAND DR	6849	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MIDLAND DR	6851	Cobra Head	Single	Wood	Under 25	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MILDRED RD	445	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MILDRED RD	5448	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MILDRED RD	5450	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MILDRED RD	5452	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MILDRED RD	5455	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MILDRED RD	5458	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MILICI CIR	3445	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
MILICI CIR	3444	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
MILICI CIR	3089	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
MILICI CIR	3090	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
MILICI CIR	3091	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
MILK ST	84413	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MILK ST	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MILL ST	197	Cobra Head	Single	Steel	25-30 ft	2-4	Yes	Powered Below Ground	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MILL ST	198	Cobra Head	Single	Steel	25-30 ft	2-4	Yes	Powered Below Ground	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MILL ST	196	Cobra Head	Single	Steel	25-30 ft	2-4	Yes	Powered Below Ground	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MILL ST	199	Cobra Head	Single	Steel	25-30 ft	2-4	Yes	Powered Below Ground	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MILL ST	200	Cobra Head	Single	Steel	25-30 ft	2-4	Yes	Powered Below Ground	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MILLBROOK RD	5929	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MILLBROOK RD	5930	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MILLBROOK RD	5932	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MILLBROOK RD	5934	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MILLBROOK RD	1	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MILLBROOK RD	5936	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MILLER AVE	1784	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MILLER AVE	X	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MILLER AVE	4452	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MILLER AVE	4455	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MILLER AVE	5325	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MILLER AVE	476	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MILLER AVE	2475	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MILLER AVE	1779	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MILLER AVE	1777	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MILLER ST	2564	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
MILLER ST	2565	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R

MILLER ST	2209	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type E - ERL1-0-06-E1-30-A-GRAY-R
MILLER ST	2X67	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
MILLER ST	2568	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
MILLER ST	69	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
MILLER ST	2X70	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	53W Type E - ERL1-0-06-E1-30-A-GRAY-R
MILLER ST	25X1	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MILLER ST	2572	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MILLER ST	2573	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
MILLER ST	2574	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
MILTON DR	785	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MILTON DR	5783	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MILTON DR	57X8	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MILTON DR	5979	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MIRROR LAKE RD	329	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Below Ground	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MONROE CT	4X	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MONROE CT	49X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MONROE CT	494	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MONROE CT	459	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MONROE ST	83936	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MORGAN ST	93773	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MORGAN ST	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MORLEY DR	6400	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MORLEY DR	1	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
MORLEY DR	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
MORLEY DR	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
MORSE ST	3838	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MORSE ST	3376	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MORSE ST	5352	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MORSE ST	7168	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MORSE ST	3837	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MORTON RD	5347	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MORTON RD	349	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MOSHER ST	93776	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MOUNT PLEASANT	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MOUNT PLEASANT	831X3	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MT VIEW RD	3395	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MT VIEW RD	5618	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MT VIEW RD	3393	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MURDOCK AVE	2891	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MURDOCK AVE	2881	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MURDOCK AVE	2885	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MURDOCK AVE	2890	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MURDOCK AVE	2916	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MURDOCK AVE	2913	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MURDOCK AVE	290	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MURDOCK AVE	2902	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MURDOCK AVE	X	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MURRAY ST	1196	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MURRAY ST	1198	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MURRAY ST	1200	Cobra Head	Single	Wood	Under 25	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MURRAY ST	1202	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MURRAY ST	2163	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
MURRAY ST	3670	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MURRAY ST	3070	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MURRAY ST	3668	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MURRAY ST	3988	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MURRAY ST	3986	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MURRAY ST	3985	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MURRAY ST	3751	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MURRAY ST	3595	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
MURRAY ST	1x08	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MURRAY ST	1206	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MURRAY ST	1x04	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MYRTLE ST	4786	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
MYRTLE ST	4785	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
MYRTLE ST	4784	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R

OLIVE ST	X	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
OLIVE ST	3620	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OLIVE ST	81838	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type D - ERL1-0-04-D1-30-A-GRAY-R
OLIVE ST	2223	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
OLIVE ST	2223	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
OLIVE ST	2225	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OLIVE ST	2227	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OLIVE ST	1529	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OLIVE ST	81X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
OLIVE ST	81826	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OLIVE ST	4553	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
OLIVE ST	4564	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
OLIVE ST	4563	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
ORANGE ST	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORANGE ST	84687	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
ORANGE ST	84685	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
ORANGE ST	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
ORANGE ST	X3846	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
ORANGE ST	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
ORCHARD HILL RD	1505	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORCHARD HILL RD	1506	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORCHARD ST	4567	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORCHARD ST	4566	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORCHARD ST	3042	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORCHARD ST	3044	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORCHARD ST	3046	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORCHARD ST	3047	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORCHARD ST	6119	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORCHARD ST	6273	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORCHID RD	5844	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORCHID RD	5846	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORCHID RD	58X8	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORCHID RD	5850	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORCHID RD	5915	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORCHID RD	5841	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
ORCHID RD	5839	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
OREGON AVE	84477	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
OREGON RD	91930	Cobra Head	Twin	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
OREGON RD	91930	Flood	Twin	Wood	25-30 ft	1	No	Powered Overhead	85W ILP Flood - FLL-85WLED-UNIV-4000K-PC120
OREGON RD	91929	Cobra Head	Twin	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
OREGON RD	91929	Flood	Twin	Wood	25-30 ft	5-7	No	Powered Overhead	120W ILP Flood - FDLS-120WLED-UNIV-4000K-PC120
OREGON RD	89854	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OREGON RD	89853	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OREGON RD	89851	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OREGON RD	89849	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OREGON RD	89846	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
OREGON RD	89844	Cobra Head	Single	Wood	25-30 ft	>10	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OREGON RD	89842	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OREGON RD	2519	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OREGON RD	2517	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OREGON RD	2515	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OREGON RD	6137	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OREGON RD	6135	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OREGON RD	6133	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OREGON RD	416	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OREGON RD	414	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
OREGON RD	412	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OREGON RD	410	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
OREGON RD	91929	Flood	Other (note	Wood	25-30 ft	2-4	No	Powered Overhead	120W ILP Flood - FDLS-120WLED-UNIV-4000K-PC120
OREGON RD	89852	Flood	Single	Wood	25-30 ft	2-4	No	Powered Overhead	120W ILP Flood - FDLS-120WLED-UNIV-4000K-PC120
ORIENT ST	1192	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORIENT ST	1190	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORIENT ST	2xxx	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
ORIENT ST	1186	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
ORIOLE WAY	X	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
ORIOLE WAY	X	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E

S THIRD ST	93947	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
S THIRD ST	9394X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
S THIRD ST	93944	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
S VIEW ST	84614	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
S VINE ST	1032	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
S VINE ST	1169	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
S VINE ST	87614	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
S VINE ST	83880	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
S VINE ST	83878	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
S VINE ST	83876	Cobra Head	Twin	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
S VINE ST	83874	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
S VINE ST	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SAGAMORE RD	5662	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SAGAMORE RD	5660	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SAGAMORE RD	5658	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERL1-02-AX-AX-7-40-7-GRAY
SAGAMORE RD	5656	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
SAGAMORE RD	5654	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SAGAMORE RD	5652	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SAGAMORE RD	5650	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
SAGAMORE RD	5649	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SAGE HILL RD	1	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Below Ground	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
SAGE HILL RD	2	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Below Ground	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
SAGE HILL RD	3	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Below Ground	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
SAGE HILL RD	4	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Below Ground	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
SANDY LN	6175	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SANDY LN	6176	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
SANDY LN	6178	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
SANDY LN	6180	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
SANDY LN	6182	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
SANDY LN	6184	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
SANDY LN	6877	Cobra Head	Single	Wood	Under 25	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
SCANLON CT	6714	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
SCHOONER LN	37	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SCHOONER LN	38	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SCHOONER LN	X	Cobra Head	Single	Wood	25-30 ft	1	Yes	Powered Below Ground	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SCHWINK DR	2	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
SCHWINK DR	3	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Colonial - LDX-3320-BLK
SCHWINK DR	3093	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
SCHWINK DR	3092	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
SCHWINK DR	5	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
SCHWINK DR	4	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
SCHWINK DR	1	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
SCHWINK DR	3094	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
SCHWINK DR	3095	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model E - LDDF-30-3-3-D-E
SCHWINK DR	3256	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
SCHWINK DR	3257	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
SCHWINK DR	3258	Post Top	Single	Fiberglass	25-30 ft	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
SCOTT ST	6792	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SCOTT ST	6250	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SHADYCREST RD	5716	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SHELLEY RD	1783	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
SHELLY RD	1785	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
SHELLY RD	1781	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SHELLY RD	1779	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SHELLY RD	1778	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SHERMAN AVE	1004	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SHERMAN AVE	6	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SHERMAN AVE	3182	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SHERMAN AVE	1021	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
SHERMAN AVE	998	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SHERMAN AVE	996	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
SHERMAN AVE	994	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SHERMAN AVE	992	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SHERMAN AVE	9X9	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type E - ERL1-0-06-E1-30-A-GRAY-R
SHERMAN AVE	990	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
SHERMAN AVE	988	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type E - ERL1-0-06-E1-30-A-GRAY-R

SHERMAN AVE	986	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SHERMAN AVE	984	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
SHERMAN AVE	983	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
SHERMAN AVE	982	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
SHERMAN AVE	981	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type E - ERL1-0-06-E1-30-A-GRAY-R
SHERMAN AVE	980	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
SHERMAN AVE	3769	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
SHORE DR	94100	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SHORE DR	20	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SHORE DR	X	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SIDEHILL RD	2130	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SIDEHILL RD	2160	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SIDEHILL RD	1892	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SIDNEY AVE	2282	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SIDNEY AVE	2576	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SILVER LAKE RD	5419	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
SILVER LAKE RD	5421	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SILVER LAKE RD	2898	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
SILVER LAKE RD	5295	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SILVER ST	4658	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SILVER ST	4657	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SILVER ST	5683	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SILVER ST	4654	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SILVER ST	X6X3	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
SILVER ST	4651	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SKYLINE DR	1061	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SKYLINE DR	1063	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SKYLINE DR	1065	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SKYLINE DR	1067	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SKYLINE DR	1069	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SMITHFIELD AVE	80549	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SMITHFIELD AVE	80550	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SMITHFIELD AVE	80553	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SMITHFIELD AVE	93323	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SMITHFIELD AVE	9415	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SOMER DR	1911	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SOMER DR	1912	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
SOMER DR	2486	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SOMER DR	2488	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SOMER DR	2490	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SOMER DR	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SOPHIA CT	3215	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
SOPHIA CT	3214	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
SOPHIA CT	3213	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
SORRIES CT	157	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SORRIES CT	159	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SORRIES CT	X	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SORRIES CT	163	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SORRIES CT	165	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SORRIES CT	167	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SOUTH AVE	92447	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
SOUTH AVE	93925	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SOUTH AVE	93923	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SOUTH AVE	83911	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
SOUTH AVE	9X9X1	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SOUTH AVE	83937	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SOUTH CT	3817	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
SPERRY LN	209	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SPERRY LN	450	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SPERRY LN	1010	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
SPERRY LN	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
SPERRY LN	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
SPICE APPLE LN	6072	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SPICE APPLE LN	6071	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SPICE APPLE LN	6070	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
SPICE APPLE LN	6069	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R

WYNWOOD DR	6275	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
YALE ACRES RD	3818	Cobra Head	Twin	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
YALE ACRES RD	3816	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
YALE ACRES RD	3X95	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
YALE ACRES RD	3793	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
YALE ACRES RD	791	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
YALE ACRES RD	3789	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
YALE ACRES RD	3787	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
YALE AVE	3608	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
YALE AVE	3612	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
YALE AVE	3614	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
YALE AVE	6809	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
YALE AVE	5067	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
YALE AVE	5068	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
YALE AVE	5070	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
YALE AVE	5072	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type D - ERL1-0-03-D1-30-A-GRAY-R
YALE AVE	5078	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
YALE AVE	5441	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
YALE AVE	6580	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
YALE AVE	5438	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
YALE AVE	X	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
YALE AVE	5578	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
YALE AVE	1658	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
YALE AVE	1655	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
YALE AVE	1650	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
YALE AVE	1649	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
YALE AVE	1647	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
YALE AVE	1646	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
YALE AVE	5435	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
YALE AVE	5326	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
YALE ST	6425	Cobra Head	Single	Wood	25-30 ft	1	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
	1475	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	219W Type B - ERS2-0-23-B1-30-A-GRAY-R
	168	Cobra Head	Single	Aluminum	25-30 ft	2-4	Yes	Powered Below Ground	219W Type E - ERS2-0-23-E1-30-A-GRAY-R
	63	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	132W Type B - ERS2-0-16-B1-30-A-GRAY-R
	93798	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
	3663	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type E - ERL1-0-04-E1-30-A-GRAY-R
	X	Cobra Head	Twin	Steel		5-7	Yes	Powered Below Ground	132W Type E - ERS2-0-16-E1-30-A-GRAY-R
	X	Cobra Head	Twin	Steel		5-7	Yes	Powered Below Ground	132W Type E - ERS2-0-16-E1-30-A-GRAY-R
	936025	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
	X	Flood	Twin	Wood	25-30 ft	5-7	No	Powered Overhead	85W ILP Flood - FLL-85WLED-UNIV-4000K-PC120
	71	Cobra Head	Twin	Steel	25-30 ft	2-4	Yes	Powered Below Ground	219W Type B - ERS2-0-23-B1-30-A-GRAY-R
	71	Flood	Twin	Steel	25-30 ft	1	Yes	Powered Below Ground	Remove Existing Fixture
	84337	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	32W Type B - ERL1-0-04-B1-30-A-GRAY-R
	93563	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
	X	Cobra Head	Single	Wood	25-30 ft	8-10	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
	3073	Cobra Head	Single	Wood	25-30 ft	2-4	No	Powered Overhead	53W Type B - ERL1-0-06-B1-30-A-GRAY-R
	1584	Cobra Head	Single	Wood	25-30 ft	5-7	Yes	Powered Overhead	132W Type B - ERS2-0-16-B1-30-A-GRAY-R
	4547	Cobra Head	Twin	Wood	25-30 ft	2-4	No	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
	X84	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
	6848	Cobra Head	Single	Wood	Under 25	2-4	No	Powered Overhead	39W Type A - ERS1-02-AX-AX-7-40-7-GRAY
	7860	Cobra Head	Single	Wood	25-30 ft	5-7	No	Powered Overhead	25W Type E - ERL1-0-03-E1-30-A-GRAY-R
	78	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
	X	Post Top	Single	Fiberglass	Under 25	None	Yes	Powered Below Ground	30W Retrofit Model A - LDDF-30-3-3-D-A
	2983	Cobra Head	Single	Wood	25-30 ft		No		25W Type B - ERL1-0-03-B1-30-A-GRAY-R
	X	Shoe Box	Single	Steel	25-30 ft	2-4	Yes	Powered Below Ground	80W Keystone HID Replacement - KT-LED80HID-EX39-83C
	X	Shoe Box	Single	Steel	25-30 ft	2-4	Yes	Powered Below Ground	80W Keystone HID Replacement - KT-LED80HID-EX39-83C
	X	Shoe Box	Single	Steel	25-30 ft	2-4	Yes	Powered Below Ground	80W Keystone HID Replacement - KT-LED80HID-EX39-83C
	X	Shoe Box	Single	Steel	25-30 ft	2-4	Yes	Powered Below Ground	80W Keystone HID Replacement - KT-LED80HID-EX39-83C
	X	Shoe Box	Single	Steel	25-30 ft	2-4	Yes	Powered Below Ground	80W Keystone HID Replacement - KT-LED80HID-EX39-83C
	X	Shoe Box	Twin	Steel	25-30 ft	2-4	Yes	Powered Below Ground	80W Keystone HID Replacement - KT-LED80HID-EX39-83C
	X	Shoe Box	Twin	Steel	25-30 ft	2-4	Yes	Powered Below Ground	80W Keystone HID Replacement - KT-LED80HID-EX39-83C
	X	Shoe Box	Single	Steel	25-30 ft	2-4	Yes	Powered Below Ground	80W Keystone HID Replacement - KT-LED80HID-EX39-83C

	X	Post Top	Single	Aluminum	Under 25	None	Yes	Powered Below Ground	36W cBright GKS28PLUS - S28PLUS-36W 3000K EX39
	X	Flood	Single	No Pole	None	1	No	Powered Overhead	120W ILP Flood - FDLS-120WLED-UNIV-4000K-PC120
	X	Wall Pack	Single		Under 25	None	No		40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack	Single		Under 25	None	No		40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Flood	Single	Steel	25-30 ft	1	Yes	Powered Below Ground	85W ILP Flood - FLL-85WLED-UNIV-4000K-PC120
	X	Flood	Single	Steel	25-30 ft	1	Yes	Powered Below Ground	120W ILP Flood - FDLS-120WLED-UNIV-4000K-PC120
	X	Flood	Twin	Steel	25-30 ft	1	Yes	Powered Below Ground	120W ILP Flood - FDLS-120WLED-UNIV-4000K-PC120
	X	Flood	Twin	Steel	25-30 ft	1	Yes	Powered Below Ground	120W ILP Flood - FDLS-120WLED-UNIV-4000K-PC120
	X	Wall Pack	Single						40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack							40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Flood							51W Streetworks Utility Flood - UFLD-S-C15-D-U-66-KNC-
	1109	Cobra Head	Single	Wood	25-30 ft	2-4	Yes	Powered Overhead	25W Type B - ERL1-0-03-B1-30-A-GRAY-R
	X	Flood	Single			1			297W GE EFH Flood - EFH1-01-0-EE-77-7-40-A-D-S1-DBKZ
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Other		No Pole		None			16.5W Green Creative A21 - 16.5A21/830/277V
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4
	X	Wall Pack		No Pole		None			40W SimplyLED ALD Wallpack - ALD-40W-LV-30K-T4

APPENDIX C
STREET LIGHT SERVICE REQUEST HISTORY

City of Meriden Street Light Maintenance History

	2022	2021	2022*
Reported issues	116	162	105
Emergencies	8	4	0
Pole Replacements	8	15	10

*12 month estimate based on 10.5 months of data

reported issues	2020	2021	2022
Tanko	111	84	34
Kevin	5	78	58
TOTAL	116	162	92

APPENDIX D
ADDITIONAL SERVICES ORDER FORM



John P. Lawlor, Jr
Director of Public Works & Engineering

Timothy Coon
City Manager

ADDITIONAL SERVICES ORDER NO. _____

In accordance with RFP No. 23-05 *Streetlight Maintenance Services* and subject to a Town-issued Purchase Order, _____ (Contractor) is hereby assigned Additional Services as follows:

- < Description of Additional Services >
- < If needed, provide a detailed scope of work in a separate document >

The maximum payment for this Additional Services Order shall be \$ _____ (dollars) which is the sum of the following items:

Item Description	Dollar Amount
Item 1	\$
Item2	\$
Item 3	\$
Item 4	\$
Item 5	\$
Item 6	\$

The Municipality assigns _____, _____ as the Project Manager for this Additional Services Order. (Name) (Title)

Staff assigned to this Additional Services Order hold the necessary qualifications, as identified in RFP section *Contractor & Worker Qualifications*.

The expected project schedule is as follows:

Item Description	Schedule
Item 1	
Item 2	
Item 3	
Item 4	
Item 5	
Item 6	



John P. Lawlor, Jr
Director of Public Works & Engineering

Timothy Coon
City Manager

This Additional Services Order will be effective this ____ of _____, 20__ . **Signed and sealed** in the presence of:

OWNER: CITY OF MERIDEN, CONNECTICUT

Witness

By: Timothy Coon
City Manager

Witness

CONTRACTOR: CONTRACTOR NAME

Witness

By

Witness

It's {TITLE}

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _____ day of _____ 20__ by and between the City of Meriden, 142 East Main Street Meriden, CT 06450 hereinafter called OWNER and _____ hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Article 2. ENGINEER.

The Project has been designed by _____ who is hereinafter called ENGINEER and who is to act as Owner's representative, assume all duties and responsibilities and has the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the contract documents.

Article 3. CONTRACT TIMES.

3.1 The Work will be substantially completed by _____, after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07B of the General Conditions by _____ after the date when the Contract Times commence to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Two Hundred Fifty Dollars (**\$250.00**) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Two Hundred Fifty Dollars (**\$250.00**) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.1. For all Work, other than Unit Price Work, a Lump Sum of:

Figures

Written

All specific cash allowances are included in the above price and have been computed in accordance with 11.02 of the General Conditions;

Plus
4.2. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2:

UNIT PRICE WORK

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED
-----	------	------	--------------------	------------	-----------------

TOTAL OF ALL UNIT PRICES:

_____ \$ _____
Written Figures

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03C of the General Conditions.

(The Bid may be attached. Any attachments and/or exhibits attached should be listed in Article 8).

If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions.

Article 5. PROGRESS PAYMENTS.

- 5.1 Based upon applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account to the Contractor as provided below and elsewhere in the Contract Documents.
- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

- 5.3 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This Schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- 5.4 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract sum properly allocable to completed work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the work in the Schedule of Values, less retainage of five percent (5 percent). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in appropriate sections of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing) less retainage of five percent (5 percent).

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in Paragraph 14.02.B.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances;

(Not applicable)

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95) of the Contract Sum, less such amounts as the Engineer shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed, through no fault of the Contractor, additional amounts payable in accordance with Paragraph 14.08 of the General Conditions.

5.8 Reduction or limitation of retainage, if any shall be as follows:

(Not applicable)

5.9 Progress payment requisitions are due monthly on last day of the month for work completed during the contract period. Requisitions are to be sent to the Architect/Engineer and/or City of Meriden Department responsible for management/administration of the contracted work.

Certified Payroll for construction contracts that require State of Connecticut Prevailing Wage Determinations are required for each week of work by the Contractor and any or all the Contractor's Subcontractors and are due monthly with each requisition. One hard copy and one electronic copy shall be sent to the Architect/Engineer and the City of Meriden Purchasing Department. No progress payments will be issued to the Contractor without accompanying Certified Payroll.

For federally funded construction contracts with Davis Bacon Wage Determinations, Certified Payroll for all employees of the Contractor and any or all of the Contractor's Subcontractors are required to be submitted weekly to the Architect/Engineer and to the City of Meriden Purchasing Department. One hard copy and one electronic copy shall be sent to the Architect/Engineer and the City of Meriden Purchasing Department. Employees on the construction site will be interviewed by City of Meriden Staff and/or City of Meriden subcontracted Project Management/Clerk-of-the-Works/Owner's Representatives for Davis Bacon compliance. No progress payments will be issued to the Contractor without accompanying Certified Payroll.

Article 6. INTEREST.

No interest shall be due or paid on any monies not paid when due.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents including the Addenda listed in paragraph 8 and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and

data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

8.1. This Agreement.

8.2. General Conditions and Supplemental General Conditions.

8.3. Notice of Award – **Attachment A**

8.4. Performance, Payment, and other Bonds – **Attachment B.**

8.5. Insurance certificate – **Attachment C**

8.6. Contractor's Bid Proposal, Non-Collusive Bid Statement, Bidder's Qualification Statement, St of CT Forms that are applicable - **Attachment D**

8.7. Connecticut Department of Labor – Wage and Workplace Standards Division.

8.8. **“By Reference”**: The complete Specifications as included in the bidding documents bearing the title.

8.9. **“By Reference”**: List of Drawings: Sheet No's. ___ through ___ included in the bidding documents.

The above documents are on file in the City of Meriden's Purchasing Department.

Standard Form of Agreement: Page 6

8.10. Addenda numbers _____.

(Those addenda which pertain exclusively to the bidding process need not be listed.)

8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All-Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article I of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS.

WITNESS WHEREOF, the parties hereto have affixed their names and seals.

THE CITY OF MERIDEN

CONTRACTOR:

Timothy P. Coon, City Manager
Duly Authorized

Duly Authorized

Date: _____

Date: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. 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.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner’s furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed 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 Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

- involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTAL GENERAL CONDITIONS

GENERAL CONDITIONS

The General Conditions of the Contract for Construction, EJCDC Document C-700, 2007 Edition, as bound herewith, shall be the General conditions of the Contract, except as amended by these Supplemental General Conditions

CHANGES AND ADDITIONS TO VARIOUS ARTICLES OF THE GENERAL CONDITIONS

Article 1 Definitions

Article 1 is hereby modified as follows:

Delete the definition "Notice to Proceed"

Article 2 Preliminary Matters

Article 2.02 is modified as follows:

DELETE Article 2.02 in its entirety

Article 2.03 is modified as follows:

30th day is changed to 10th day, and delete "A Notice to Proceed...earlier"

Article 3 Reporting and Resolving Discrepancies

Article 3.03A.# - change "unless" to "that" and add knowledge thereof, or should have had knowledge of....

Article 4 Availability of lands

Article 4.01B – delete "as necessary for giving notice of or filing a mechanics or construction lien against such lands in accordance with applicable Laws & Regulations."

Article 4.06G – Hazardous Environmental Conditions at Site - Delete in its entirety

Article 5 Bonds and Insurance

Delete Article 5 in its entirety and substitute the following:

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

The Contractor shall, within ten (10) days from the date of the Notice of Award, furnish the City of Meriden with a PERFORMANCE BOND and a LABOR AND MATERIAL PAYMENT BOND, both in the amount of 100% of the amount bid, conditioned upon the performance of the Contractor on all undertaking, covenants, terms, and conditions and agreements of the contract. The bond shall be in the form of the specimen bonds annexed hereto, such bonds shall be executed by the contractor and a corporate bonding company licensed, authorized, and admitted to transact such business in the State of Connecticut and named on the current list of "Surety Companies acceptable on Federal Bonds", as published in the "Treasury Department" listed for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the bonds shall accompany the bonds. The expense of the bonds shall be borne by the Contractor. If at anytime a surety on any such bond is declared bankrupt or loses its right to do business in the State of Connecticut, or is removed from the list of Surety Companies acceptable on Federal Bonds, or for any other justifiable cause, the Contractor shall, within ten (10) days after notice from the City of Meriden to do so. substitute an acceptable bond(s) in such form and sum and signed by such other surety or sureties as may be

paid by the Contractor. No payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable bond to the City.

If the Contractor is a partnership, the bonds shall be signed by each of the individuals who are partners; if a corporation, the bonds shall be signed in the correct corporation name by a duly authorized officer, agent, or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the contract. Each executed bond shall be accompanied by 1) appropriate acknowledgements of the respective parties; 2) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Contractor or surety; 3) a duly certified extract from by-laws or resolutions or surety under which Power of Attorney or other certificates of authority of its agent, officer, or representative was issued.

The Contractor hereby agrees and understands that a Notice of Award is expressly conditional upon the receipt of these bonds and a Certificate of Insurance naming the City of Meriden (and others as appropriate) as ADDITIONAL INSURED. If said documents are not received by the City of Meriden within ten (10) days from the date of Notice of Award, the City of Meriden reserves the right to withdraw its conditional acceptance of the bid and cancel the Notice of Award.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(here insert full name and address or legal title of Contractor)

as Principal hereinafter called contractor and

(here insert full name and address or legal title of Surety)

As Surety, hereinafter called Surety, are held and firmly bound unto

(here insert full name and address or legal title of Owner)

As Obligee, hereinafter called Owner, in the amount of

Dollars \$ _____

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated

20 , entered into a contract with Owner for

(here insert full name, address and description of project)

In accordance with Drawings and Specifications prepared by (here insert full name and address or legal title of Engineer/Architect)

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

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

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

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

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default of a succession of

defaults, under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

Signed and sealed this

day of

20

(Witness)

(Principal)

(Title)

(Surety)

(Witness)

(Title)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

(here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and

(here insert full name and address or legal title of Surety)

As Surety, hereinafter called Surety, are held and firmly bound unto

(here insert full name and address or legal title of Owner)

As Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of _____ **Dollars \$** _____

For the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____
(here insert full name, address and description of project)

20____, entered into a contract with Owner for

In accordance with Drawings and Specifications prepared by

(here insert full name and address or legal title of Engineer/Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contact with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelop addressed to the Principal Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

day of

20

(Principal)

(Title)

(Surety)

(Title)

(Witness)

(Witness)

INSURANCE REQUIREMENTS

*

All insurance coverage shall be provided by the Contractor and by or for any of their Subcontractors at no additional expense to the City. The scope and limits of insurance coverages specified are the minimum requirements and shall in no way limit or exclude the City from requesting additional limits and coverage provided under the Contractor's policies and/or their Subcontractors' policies. The Contractor shall either require each of their Subcontractors to produce identical insurance coverage requirements as detailed hereinafter or the Contractor shall secure the coverage for all Subcontractors under the Contractor's own policies.

The Contractor and/or Subcontractors shall be responsible for maintaining the stated insurance coverage in force for the life of the Contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut. (Insurance carriers shall be rated A or higher by AM Best Co.)

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Contractor and/or Subcontractors agree that the coverage or the acceptance by the City of Certificates of Insurance indicating the type and limits of insurance shall in no way limit the liability of the Contractor and/or subcontractor to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Contractor and/or subcontractor shall be primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurance's held by the City.

The Contractor and/or Subcontractor shall provide coverage's that are not impaired or the aggregate is not to be impaired by any other risk, past or present, and the limits required, shall be fully available to the City of Meriden or restored if depleted below the required levels during the course of the contract and/or any extensions thereto.

The Contractor and/or Subcontractor shall not commence work under the terms of this contract until they have obtained the liability insurance coverage required by this article and has filed Certificates of Insurance on same with the City, and the City has approved the Certificates of Insurance and the represented coverage.

Each Certificate of Insurance shall include the following pertinent information:

- Name of Insurance Carrier writing policy
- Name Insured
- Address of Named Insured
- Description of coverage (Workers' Compensation certificates should evidence the state(s) of operation including Connecticut)
- Policy Periods (effective and expiration dates)
- Limits of liability and terms
- Brief description of operations performed and property covered
- Name and address of certificate holder
- Authorized agent's name and address
- Date and signature of the issuing agent (original only)
- All additional named insured endorsement
- All cross liability endorsements
- All indemnification and hold harmless agreements (must be supported by Contractual Liability Insurance)

Each insurance policy (with the exception of OCP shall contain an endorsement naming the City as an Additional Insured, evidence of a Cross Liability endorsement so that each insureds interests are considered and treated separately in the case of claims between the insureds. The Contractor shall provide 60 Day advance Notification** to the City in the event of any material change, modification, cancellation, or non-renewal of insurance coverage.**

**Amended 01/13/14

The Contractor and/or Subcontractors shall include a waiver of subrogation rights, on all insurance policies, so that the City of Meriden cannot be sued by the Contractor's insurer to recover any payments made on behalf of the Contractor and/or Subcontractor.

All insurance policies provided by the Contractor and/or Subcontractors shall include an endorsement indicating that any breach of warranty, by the named insured, will not be imputed to another insured.

During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew , or any other cause, the City shall order the cessation of all activities** until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the City, or other parties to the contract.

**Amended 01/13/14

The Contractor and their Subcontractors shall indemnify and save harmless the City of Meriden, and all additional named insured and all appointed or elected officers, officials, directors, committee members, employees, volunteer workers, commissioners, and any affiliated, associated, or allied entities and/or bodies of, or as may be participated in by the City of Meriden, or as may now or hereinafter be constituted or established from and against all claims, damages, and losses and expenses including attorney's fees arising out of or resulting from the performance of the work under this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and their Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Contractor and their Subcontractors shall, during the execution of the work, take necessary precautions and place proper guards for the prevention of accidents; shall set up all night suitable and sufficient lights and barricades; shall fully comply with the latest revisions of the Occupational Safety and Health Act of 1970 and all other Federal, State and Local Regulations, including any all amendments, revisions, and additions thereto, and shall indemnify and save harmless the City of Meriden and their additional named insured and their employees, officers, agents from any and all claims, suits, actions, fines, fees, damages, and costs to which they may incur by reason of death or injury to all persons and/or for all property damage of another resulting from non-compliance, unskillfulness, willfulness, negligence, or carelessness in the execution of the work, or in guarding or protecting the same, or from any improper methods, materials, implements or appliances used in execution of the work, or by or on account of any direct or indirect act or omission of the Contractor of their Subcontractors or their employees or agents.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the execution of the contract.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to; 1) all employees on the work and all other persons who may be affected thereby; 2) all the work and all the materials and equipment to be incorporated therein, whether in storage in or on the site, under the care, custody, or control of the Contractor or any of their Subcontractors; and 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all 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 utilities.

The Contractor and/or subcontractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders for any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

When The use or storage of explosives or other hazardous materials or equipment is necessary for the execution of work, the Contractor and/or their Subcontractors shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The contractor shall designate a responsible member of their 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 City.

In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss.

The Contractor, Subcontractor, and their insurer(s) shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit, action or claim brought against the City. Nothing shall limit the City of Meriden from utilizing the defense of governmental immunity.

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City Meriden as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. Umbrella/Excess shall state that it follows form over General Liability, Auto Liability and Workers Compensation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the City of Meriden.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

Original, completed Certificates of Insurance must be presented to the City of Meriden prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.

Article 6 Substitutes and "or equals"

Article 6.05.2.A – After Contractor add "or Owner"

Article 6.05.2.2E – Substitute Items - Add the words "If, in the owner's opinion, the number of substitutions is excessive" after "reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitutes".

Add the following paragraph 6.09D:

The requirements of subparagraph 6.09 do not waive the Contractor's responsibility of complying with the requirement of the Contract Documents when such regulations and requirements exceed those of any laws, ordinances, rules, regulations and orders of any public authority bearing the work.

Delete Article 6.10 in its entirety and substitute the following:

Under the terms of Regulation 16, referring to Contractors and Subcontractors issued by the State Tax Commission in administration of the State Sales and Use Tax, the Contractor may purchase materials or supplies to be consumed in the performance of this Contract without payment of Tax and shall not include in his Bid nor charge any Sales or Use Tax on any materials or labor provided.

Amend Article 6.12 to read:

“Contractor shall maintain in a safe place at the Site two (2) record copies...”

Add the following to article 6.13:

6.13.A.4 Protection in general shall consist of the following:

6.13.A.5 The Contractor shall furnish approved hard hats, other personal, protective equipment as required, approved first aid supplies, name of first aid attendant, and a posted list of emergency facilities.

6.13.A.6 The Contractor shall take prompt action to correct any hazardous conditions reported.

6.13.A.7 The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment, and for temporary shoring, bracing and tying.

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, including all Standards and Regulations which have been promulgated by the Governmental Authorities which administer such acts; and said Requirements, Standards and Regulations are incorporated herein by reference.

The Contractor shall be directly responsible for compliance therewith on the part of its agents employees, material men and Subcontractors, and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its agents, employees, material men or Subcontractors, to so comply.

The Contractor shall indemnify the Owner and the Engineer and save them harmless from any and all losses, costs and expenses, including fines and reasonable attorney’s fees incurred by the Owner and the Engineer by reason of the real or alleged violation of such laws, ordinances, regulations and directives, Federal, State and local, which are currently in effect or which become effective in the future, by the Contractor, his Subcontractors or material men.

6.16 Emergencies

Add 6.16.B – The Contractor shall provide the Owner with at least two (2) phone numbers in case of emergency.

Article 8 – Replacement of Engineer

Delete 8.02 in its entirety

8.06 – Insurance

8.06A – Delete Article 5, Add Supplemental General Conditions

Article 9 - Engineer's Status During Construction

Revise 9.03.B to read:

In addition to the Engineer, The Owner may employ a Clerk-of- the Works shall be authorized to observe all material, workmanship and equipment for compliance with the Contract Documents' requirements of tests and safety provisions, and report any variance to the Engineer. He shall have no authority to interpret, vary or suspend the requirements of the Contract.

The Clerk-of-the-Works will keep records of material deliveries, weather conditions and manpower; he will monitor compliance with the approved Construction Schedule and the Equal Employment Provisions.

The Contractor shall cooperate with the Clerk-of-the-Works in the performance of his duties, and shall provide access to all portions of the work and information required for his records. Any requests for modification of the Contract provisions or working procedures shall be reviewed with the project representative prior to making submittal(s) to the Engineer.

Cost of Work, Allowances; Unit Price Work

Article 11 is hereby modified as follows:

Add the following Articles:

11.03D Delete the entire paragraph and substitute the following:

It is understood and agreed that the prices bid for the various units of construction shall control in any Contract awarded hereafter. The City of Meriden reserves the right to revise the estimated quantities with no fixed limits set nor extra compensation allowed other than the above stated unit prices.

Article 12 – Change of Contract Price and Change of Contract Time

Add the following:

12.01.B.4 - The Contractor, when performing work under article 11.3.3 shall, upon request, promptly furnish in a form satisfactory to the Owner, itemized statements of the cost of the work so ordered, including, but not limited to, certified payrolls, and copies of accounts, bills and vouchers to substantiate the above estimates.

Add 12.04.1 -The Contractor guarantees that he can and will complete the work within the time specified or within the time as extended as provided elsewhere in the Contract Documents. Inasmuch as the damage and loss to the City of Meriden which will result from the failure of the Contractor to complete the work within the stipulated time will be most difficult or impossible of accurate assessment, the damages to the City for such delay and failure on the part of the Contractor shall be liquidated in the sum of \$2,200.00 each calendar day (Sundays and Holidays included) by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof and such liquidated damages shall not be considered as a penalty. The City will deduct and retain out of any money due to become due hereunder, the amount of liquidated damages, and in case those amounts are less than the amount of liquidated damages, the Contractor shall be liable to pay the difference upon demand by the City.

Article 13 - Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work

Article 13.02 is modified to include the following:

The Contractor shall make every effort to minimize damage to all access routes, and he shall acquire all necessary permits for working in, on or from public streets or rights of way and for securing access rights of their own.

All costs of the removal and restoration to original condition of walls, fences and structures, utility lines, poles, guy wires or anchors, and other improvements required for passage of the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the City and all utilities of any intended modifications or disruption to their property prior to the start of construction, and shall cooperate with them in the scheduling and performance of this operation.

Article 14 Payments to Contractor and Completion

Modify 14.02.D.4 to read:

Payments may be withheld to Contractors who are in default through debt or contract to the City.

14.07C – Change “thirty days” to “forty five (45) days”

Delete 14.09A in its entirety.

Article 15 Suspension of work and termination

Delete 15.03.3 in its entirety.

15.04B – Change 30 to 45 and change “30 days to pay” to 60.