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**Solicitation PARKS MTC 2020**

**Sports Lighting and Scoreboards at Numerous Ballfields**

**Bid Designation: Public**



**City of Jersey City**

## **Bid PARKS MTC 2020 Sports Lighting and Scoreboards at Numerous Ballfields**

Bid Number **PARKS MTC 2020**  
Bid Title **Sports Lighting and Scoreboards at Numerous Ballfields**

Bid Start Date **Aug 19, 2020 8:01:20 AM EDT**  
Bid End Date **Sep 17, 2020 11:00:00 AM EDT**  
Question &  
Answer End **Sep 10, 2020 4:00:00 PM EDT**  
Date

Bid Contact **Patricia Vega**  
**Assistant Purchasing Agent**  
**Purchasing**  
**201-547-4278**  
**vegap@jcnj.org**

Bid Contact **Raquel Tosado**  
**Purchasing**  
**201-547-4439**  
**rtosado@jcnj.org**

### **Description**

**This specification is for sports lighting and scoreboards at Numerous Ball fields City-wide.**

**NOTE: THIS PROCESS REQUIRES A PAPER ONLY SUBMISSION WITH ORIGINAL SIGNATURES AND COMPLETION/INCLUSION OF ALL FORMS IN THE BID. YOU MUST DOWNLOAD THE BID IN ORDER TO RECEIVE ANY ADDENDA(S) THAT MAY OCCUR. Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive, and bid will be rejected.**



# CITY OF JERSEY CITY DIVISION OF PURCHASING

394 CENTRAL AVENUE, 3RD FLOOR | JERSEY CITY, NJ 07307  
P: 201 547 5155/5156



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

PETER FOLGADO  
DIRECTOR OF PURCHASING, QPA, RPPQ

## CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am President of the firm of,  
the Contractor who submitted the lowest responsible bid for the project known as  
Parks MTS 2020.

I executed the Proposal submitted to the City of Jersey City with the full authority to do so. As  
of the date of execution of this Certification on this 17<sup>th</sup> day of September, 2020, the firm  
of Exxon nor any affiliates of the firm have not been suspended or  
debarred from submitting bid proposals by the United States of America, its departments,  
divisions, and agencies or the State of New Jersey, its department, divisions, and agencies.

I certify that the foregoing statements are true. I am aware that if any of the foregoing  
statements made by me are willfully false, I am subject to punishment.

Exxon  
(Name of Contractor)

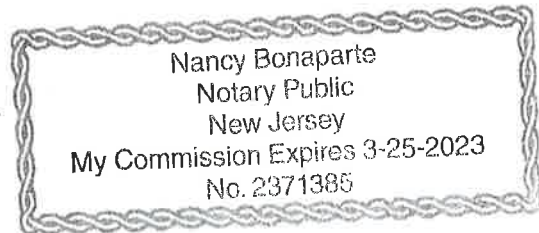
Signed

By: David Indusky

Dated: Sept. 17, 2020

Title: President

Sworn and subscribed to before me  
this 17<sup>th</sup> day of Sept., 2020.  
Nancy Bonaparte



City Of Jersey City  
Department of Public Works  
Division of Park Maintenance

# **Specifications for Sports Lighting and Scoreboards at Numerous Ballfields**

Steven M. Fulop, Mayor  
City of Jersey City

Walter Kierce, Acting Director  
Department of Public Works

**Specifications for Sports Lighting and Scoreboards at Numerous Ballfields**

**DO NOT REMOVE BID PROPOSAL FROM THE BOUND SPECIFICATION. SUBMIT ENTIRE DOCUMENT WITH AN ADDITIONAL COPY OF THE ENTIRE BID PROPOSAL AND ALL SUPPORTING DOCUMENTS STAPLED INTO BACK COVER.**

**PROJECT: Specifications for Sports Lighting and Scoreboards at Numerous Ballfields**

**LOCATION: DIVISION OF PARK MAINTENANCE  
13-15 LINDEN AVENUE EAST  
JERSEY CITY, NJ 07305**

**OWNERS: CITY OF JERSEY CITY  
280 GROVE STREET  
JERSEY CITY, NJ 07302**

**HONORABLE STEVEN M. FULOP  
WALTER KIERCE, ACTING DIRECTOR/DPW  
RAQUEL TOSADO, ACTING PURCHASING AGENT**

**PROJECT DIVISION OF PARK MAINTENANCE  
13-15 LINDEN AVENUE EAST  
JERSEY CITY, NEW JERSEY 07305  
(201) 547-4449  
SAMMY OCASIO, DIVISION DIRECTOR**

**Specifications for Sports Lighting and Scoreboards at Numerous Ballfields**

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**Notice to Bidders**

Sealed bid proposals will be received, opened and read in public by the Purchasing Agent at 394 Central Avenue, 3<sup>rd</sup> Floor, Jersey City, N.J. on **September 17, 2020** at 11:00 a.m. Prevailing time, or as soon as possible thereafter as the matter can be reached, for the:

**Specifications for Sports Lighting and Scoreboards at Numerous Ballfields**

Questions by prospective bidders concerning this bid must be done online at [www.bidsync.com](http://www.bidsync.com).

Contract Documents, Specifications and Bid Forms may be downloaded by going online to [www.bidsync.com](http://www.bidsync.com). Bid Plans/Drawings may be obtained at the Division of Purchasing, 394 Central Avenue, 3<sup>rd</sup> Floor, Jersey City, New Jersey, 07307. (201) 547-4896 or (201) 547-5155.

**Covid-19 Advisory – Online Bid Receptions/Purchasing Lockbox**

In an effort to adhere to social distancing protocols and best practices imposed by the City and State authorities, the City of Jersey City has canceled all public meetings and closed non-essential services as of March 16, 2020 until further notice. As a result, all bid receptions will be held virtually as video conferences with public access. Links to the online bid receptions appear on the City of Jersey City website at:

[https://jerseycitynj.gov/CityHall/Clerk/publiccontracts/bid\\_openings](https://jerseycitynj.gov/CityHall/Clerk/publiccontracts/bid_openings)

Proposals may be sent U.S. certified mail return receipt requested, or may be sent by private courier service to a dedicated lockbox located in the lobby of 394 Central Avenue, Jersey City. Mail proposals to: Raquel Tosado, Acting Purchasing Agent, QPA, Division of Purchasing, 394 Central Avenue, Third Floor, Jersey City, New Jersey 07307.

Proposals forwarded by facsimile or e-mail **will not be accepted**:

Proposals sent by mail or by courier service must be received by the Acting Purchasing Agent no later than 4:00 P.M. on the last City business day before the day of the bid reception or no later than 11:00 A.M. on the day of the bid reception. Mail/Courier services need to be instructed to hand deliver proposals to the dedicated lockbox. Office hours Monday thru Friday 9:00am to 4:00 pm. The City shall not be responsible for the loss, non-delivery or physical condition of proposals sent by mail or courier service. Proposal must be submitted individually in a seal envelope addressed to the Acting Purchasing Agent. Proposals must comply with specifications. Any proposal received after the date and time specified will be returned, unopened to the bidder.

The provisions of **N.J.S.A.10:5-31 et seq.** (“Bidders are required to comply with requirements of P.L. 1975, C.127., **N.J.A.C. 17:27**”) (Affirmative Action Program) are incorporated herein by reference. Full requirements of the program may be obtained with Proposal Form. Bidders are required to comply with the requirements of P.L. 2004, c. 57 which includes the requirement that the contractors provide copies of Business Registration Certificates issued by the New Jersey Department of the Treasury, as well as other **provisions** as listed in the Contract Documents.

Proposals **Must Be Accompanied** by a Bid Bond, Certified Check, or Cashier’s Check made payable to the City of Jersey City, in an amount equal to ten percent (10%) of the Bid, but not more than \$20,000.00

Each Bidder shall submit with its proposal, all information requested in the “Schedule of Submittals by Bidder” located in the General Conditions section.

The City Purchasing Agent reserves the right to reject any and all bids received, or portions thereof, if deemed to be in the best interest of the City to do so.

**WALTER KIERCE, ACTING DIRECTOR  
DEPT. OF PUBLIC WORKS**

v



## **INFORMATION TO BIDDERS**

### **1. CONTRACT DOCUMENTS:**

The contract consists of the following documents:

- Information to Bidders
- General Conditions
- Technical Specifications
- Any Addenda Issued Prior to the Bid Reception
- Bid Proposal
- Bid Documents

With the exception of addenda, the above documents are bound herein and comprise the contract booklet.

Throughout the Contract Document, the term City shall mean the City of Jersey City, the term Bidder, shall mean a party submitting a bid in response to the City's Notice to Bidders. The term Supplier shall mean the lowest responsible Bidder awarded a contract by the City.

Notice to Bidders shall mean the published newspaper advertisement soliciting bids.

Bid shall mean the completed Bid Proposal with attached executed bid documents, bound in the Contract Book.

Supplier or Contractor shall mean the Bidder that is awarded a contract by the City.

Business Registration Certificate issued by the state of New Jersey Department of Treasury pursuant to P.L. 2004, c. 57

Cash allowance shall mean a sum included in the contract that covers items under Auxiliary Materials in the Technical Specifications and materials not embraced in the Technical Specifications.

### **2. INTENT OF CONTRACT:**

Under this contract, the bidder shall furnish all materials, equipment, and tools in strict accordance with the contract. The intent of the Contract is to obtain material satisfactory to the City. It shall be understood that the Bidder has

satisfied himself as to the full requirements of the Contract and has based his Bid Proposal upon such understanding.

### **3. FAMILIARITY WITH WORK:**

It is the obligation of the Bidder to fully read and examine the Contract Documents to consider fully all other matters which can in any way affect the work under the Contract, and he/she agrees to this obligation in the signing of the Contract. The City assumes no responsibility whatsoever with respect to ascertaining for the Bidder such facts concerning physical characteristics at the delivery site(s), etc. The Bidder agrees that he/she will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the Contract, on his/her part, or of any failure to fully acquaint himself/herself with all conditions relating to the Contract.

**4. INTERPRETATIONS OR ADDENDA:**

Should a Bidder find discrepancies or omissions from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent via Bid sync at [www.bidsync.com](http://www.bidsync.com) No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such interpretation shall be in writing and to be given consideration, must be received at least ten (10) calendar days prior to the date fixed for the opening of bids, to allow the Purchasing Agent to issue an addendum prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions or addition of items will be in the form of written addenda to the contract which, if issued, will be mailed by registered mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purpose). All addendum so issued shall become part of the Contract Documents and shall be read immediately prior to the opening of the bids by the City's Purchasing Agent who shall give each Bidder or his/her representative present an opportunity to withdraw his/her bid before any bids are opened. Any objection arising out of the addendum subsequent to the opening of bids will not be considered. Failure of any Bidder to receive any such addendum or interpretation or to attend the reading of the bids shall not relieve such Bidder from any obligation under his/her bid as submitted, including such addendum. The City will not be responsible for any other explanations or interpretations of the contract documents.

**5. SUBMITTING BID:**

Each Bid must be submitted on the prescribed Bid Proposal form which shall not be removed from the Contract Book. All entries must be in ink or typewritten. Bidders shall submit their Bid in sealed envelopes. On the outside of the envelope shall be stated the name and address of the Bidder and the name of the work as shown in the Notice to Bidders.

When the Bid is made by an individual his/her mailing address shall be stated and he/she shall sign the Bid when made by a firm or partnership its name and address shall be stated, and the Bid shall be signed by one or more of the partners when made by a corporation, its name and principal Post Office Address shall be stated and the Bid shall be signed by an authorized official of the Corporation, with Corporate Seal affixed. Signatures shall be notarized in all cases.

Proposals may be sent U.S. certified mail return receipt requested, or may be sent by private courier service to a dedicated lockbox located in the lobby of 394 Central Avenue, Jersey City. Mail proposals to: Raquel Tosado, Acting Purchasing Agent, QPA, Division of Purchasing, 394 Central Avenue, Third Floor, Jersey City, New Jersey 07307.

Proposals forwarded by facsimile or e-mail will not be accepted:

Proposals sent by mail or by courier service must be received by the Acting Purchasing Agent no later than 4:00 P.M. on the last City business day before the day of the bid reception or no later than 11:00 A.M. on the day of the bid reception. Mail/Courier services need to be instructed to hand deliver proposals to the dedicated lockbox. Office hours Monday thru Friday 9:00am to 4:00 pm. The City shall not be responsible for the loss, non-delivery or physical condition of proposals sent by mail or courier service. Proposal must be submitted individually in a seal envelope addressed to the Acting Purchasing Agent. Proposals must comply with specifications. Any proposal received after the date and time specified will be returned, unopened to the bidder.

**6. BID DOCUMENTS:**

The Bid Documents to be included in the sealed envelope with the Proposal shall include but not be limited to the following:

- \* 1. Certificate of Experience of General Contractor

- \* 2. Plant and Equipment Questionnaire of General Contractor
- 3. Non-Collusion Affidavit
- \* 4. Statement of Ownership Disclosure
- 5. Disclosure of Investment Activities in Iran
- \* 6. Bid Guarantee
- 7. Consent of Surety (**Not Required for this bid**)
- 8. Equality Information on Substituted Items
- 9. Exhibit B: Mandatory Equal Employment Opportunity Language for Construction Contracts
- 10. Form MWB-3; Minority/Woman Business Compliance Plan
- 11. Supplier Diversity Bidder Questionnaire
- 12. Certificate of Contractor's Registration issued by the State of N.J. Department of Labor pursuant to L.1999, c.238
- 13. Business Registration Certificate issued by the State of New Jersey Department of the Treasury Pursuant of P.L. 2004, c. 57
- \*14. Written acknowledgment of addendum (if issued)

**Failure to include the bid documents listed immediately above that are marked with an asterisk (\*) shall result in automatic rejection of the bid at the time of the bid reception.**

**7. BID GUARANTEE:**

Each bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond in the amount of not less than 10% of the total amount bid in the Bid Proposal, but the Certified Check, Cashier's Check or Bid Bond or any combination thereof shall not exceed \$20,000.00. No cash will be accepted. This Certified Check, Cashier's Check or Bid Bond is offered as evidence of good faith and as a guarantee that, if awarded the contract, the Bidder shall execute the Contract.

The Bidder's bond is offered as a guarantee, made by a surety company qualified and authorized to do business in the State of New Jersey and must be signed by an officer or agent of the surety company authorized to execute bid bonds on behalf of the surety company. Included with the bid bond must be such documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check is offered as a guarantee, it shall be made payable to the City of Jersey City.

**8 CONSENT OF SURETY: (NOT REQUIRED FOR THIS BID)**

All Bidders shall submit with their bids a certificate from an approved surety company, authorized to do business in the State of New Jersey, stating that it will provide the contractor with a performance bond on such sum as required. The successful Bidder will be required to furnish a surety corporation bond in the amount of the contract conditioned for the faithful performance thereof.

**9. WITHDRAWAL OF BID:**

A Bid, after having been submitted, may be withdrawn by the Bidder on a given Contract prior to the opening of any bid for that Contract.

**N.J.S.A. 40A:11-23.3** authorizes a Bidder to request withdrawal of a public bid due to a mistake on the part of the bidder. A mistake is defined by **N.J.S.A. 40A:11-2(42)** as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material or both, from the final bid computation.**

A Bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in **writing**, by certified or registered mail to: Raquel Tosado, Acting Purchasing Agent, 394 Central Avenue, Third Floor, Jersey City New Jersey 07307, The Bidder must withdraw a bid due to a mistake, as defined by law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark, the Purchasing Agent may contact all Bidders, after bids are opened, to ascertain if any Bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40:11-23.

A Bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A.40A:11-23.3

The City will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by the Bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within five business days following the opening of bids.

#### **10. CAUSES FOR REJECTION:**

Bids from Bidders who are found to be unqualified and Bids not accompanied by all required and properly completed bid proposals and bid documents shall be rejected. In addition, causes for rejection of Bids may include, but not be limited to the following:

- A. if prices are obviously unbalanced,
- B. if received from Bidders who previously performed work in an unsatisfactory manner,
- C. if the Purchasing Agent, at his/her sole discretion, deems it advisable to do so in the best interest of the City of Jersey City,
- D. if conditions, limitations or provisions are attached by a Bidder to his/her Bid, if Proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and property executed.
- E. if the Bidder does not own sufficient or satisfactory equipment to perform the work

#### **11. RETURN OF BID GUARANTEES:**

The Bid Guarantees of all except the apparent three (3) lowest responsible Bidders for the Contract, will be returned within ten (10) working days after the opening of bids. The returned bids of such Bidders will be considered as officially withdrawn. Within three (3) working days after awarding the contract, the bid guarantees of the remaining unsuccessful Bidders will be returned.

Upon execution of the contract by the successful Bidder, and the receipt of the certificate of insurance, the bid guarantee of the lowest Bidder will be returned.

No interest will be paid on any form of bid guarantee.

#### **12. AWARD OF CONTRACT:**

The Contract, if awarded, will be awarded to the lowest responsible, qualified Bidder whose Bid complies with the requirements as stated herein. Bids may be rejected where the prices as bid are obviously unreasonable. Award of the contract will be announced by the Municipal Council of the City of Jersey City.

**13. BID FOR UNIT PRICES CONTRACT:**

The Bidder shall state on the Bid Proposal form, the price per unit of measure for each scheduled item, and the total price for the performance of the entire contract, as determined by multiplying each estimated quantity by the price per unit, and adding together the resulting amounts.

The City will make the Contract award on a lump sum basis. For the purpose of comparison of bids received, the Grand Total Price stated in the Bid Proposal will be considered the amount bid for the contract and award will be made to the lowest responsible Bidder. Any Bid Proposals not containing prices for all items will be rejected. If the Grand Total Price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

The Purchasing Agent may consider informal any Bids not prepared and made in accordance with the provisions stated herein and may waive or reject any or all bids. Bids containing any conditions, omissions, unexplained erasure or alterations, or items not called for in the Bid Proposal, or irregularities of any kind may be rejected by the City.

The Municipal Council will either award the Contract or reject all Bids received within sixty (60) days after the formal opening of Bids. The award of contract will be a notice in writing signed by the Purchasing Agent.

**14. TIME FOR EXECUTING CONTRACT & LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:**

Any Bidder whose Bid is accepted will be required to execute four (4) copies of the Contract and furnish satisfactory insurance certificate to the City of Jersey City within ten (10) days after notice of acceptance.

The successful Bidder, upon his failure or refusal to execute and deliver the signed contract and certificate of insurance within the required time shall forfeit the certified check, cashier's check or bid bond to the City as liquidated damages for such failure or refusal.

The damages to the City of Jersey City for breach as above provided, include the loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the bid of such Bidder shall be retained by the City of Jersey City, not as a penalty, but as liquidated damages for such breach. In the event any Bidder whose bid has been accepted shall fail, refuse or resist to execute the contract as herein before provided, the Municipal Council at its option, may determine that such Bidder has abandoned the Contract and thereupon his/her bid and the acceptance thereof shall be null and void, and the City shall be entitled to liquidated damages as above provided.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the City of Jersey City. Any materials delivered prior to said execution of contract shall be at the Bidder's risk.

**15. CERTIFICATE OF INSURANCE:**

The Supplier shall also supply to the City, at the time the Contract is signed by the Supplier, a Certificate of Insurance in such amounts as described elsewhere in these Contract Documents, which will be



maintained by the Supplier during the life of the contract. The City of Jersey City shall be named as an additional insured on Certificate.

**16. ESTIMATED QUANTITIES AND UNIT PRICES:**

The Unit Price bid in each of the items included in the Bid Proposal shall cover all costs of whatever nature, incidental to that item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

The Estimate of material quantities specified is approximate only and is given solely to be used as a uniform basis for comparison of bids. The minimum quantity for any item shall be zero (0). The maximum quantity shall be as stated in the Bid Proposal for each item.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Supplier shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

**17. CHANGES - EXTRA WORK:**

The City, through the Department of Public Works Director or representative, may at any time desire changes in either the quantity or the quality of materials to be performed or furnished. These changes may be such as to either increase quantities specified or may call for extra materials not contemplated in the original "Schedule of Prices" in the Bid Proposal.

When the extra material(s) is of a kind not embraced in the Bid Proposal, the Supplier shall be furnished a written order signed by the Department of Public Works Director and approved by the Municipal Council. Said order shall state the extra material to be supplied and the amount to be paid therefore.

The price stated in this written order representing the same to be added to the contract amount shall be determined as follows:

- (1) By such applicable unit prices, if any, as are set forth in the contract: or
- (2) If no such unit prices are set forth, then by a unit price mutually agreed upon by the City and the Supplier; or
- (3) If no such unit prices are so set forth, and if the parties cannot agree upon a unit price, then no conditions of this contract shall prevent the City from seeking Bid proposals from other suppliers.

Under no circumstances shall the Supplier perform work in excess of the quantities delineated in the Bid Proposal without a written Change Order issued by the Department of Public Works Director or representative after receiving the approval of the Municipal Council. The City shall not be liable for any claims for work performed outside the Contract amounts unless so authorized by a written Change Order.

It is understood and agreed to by the Supplier that any delays necessary to institute a Change Order, resolved by the City Council will not be a basis for claims for additional compensation.

**18. SUBSTITUTIONS:**

Each Bidder represents that his/her Bid is based upon the materials and equipment described in the contract documents. Where materials are specified by a trade name or manufacturer's model or catalog number, the named product shall be construed to read: "or equivalent". If a Bidder substitutes any material other than those named in the contract documents, such material shall be equivalent in all respects to the named products specified. The burden of submitting adequate information to prove the equivalency of substituted materials shall be the responsibility of the Supplier. All information necessary to prove equivalency of substituted materials must be included with the Bid submitted at the bid reception. Proposed substitutions shall satisfy all design conditions including performance and physical properties which will be reviewed prior to approving the substitute; physical dimensions, pattern, colors, weight effect on other trades, availability, cost, performance and test data guarantee and other properties.

Where a Bidder substitutes materials, he/she shall submit two samples of materials specified and two samples of material considered by the Bidder to be an equivalent, along with technical information on each. Where a Bidder's information on a product is insufficient to determine "equivalency", laboratory tests will be required. A private laboratory will be selected by the Purchase Agent to conduct the test, the cost of which will be paid by the Bidder regardless of the test result. The Bidder shall substantiate in writing by economic analysis, that items offered as equivalents will cause no addition in maintenance, fuel or utility cost over the items shown or specified and have an equal life expectancy. If after review of all submitted material, the substitution is deemed not an equivalent, the bid will be rejected.

All materials, equipment and assemblies shall be accompanied by manufacturer's instructions pertaining to installation, use and maintenance as applicable, so as to be suitable for the intended purpose or service in the proposed methods of construction. All materials shall be used in strict accordance with manufacturer's instruction, which will include instructions for appropriate reconditioning of existing or previously applied materials in a manner that will provide conditions to ensure satisfactory completed work.

**19. RESPONSIBILITY FOR MATERIALS:**

The Supplier assumes full responsibility for materials and equipment supplied and agrees to make no claim against the City of Jersey City for damages to such materials and equipment from any cause whatsoever, until its final acceptance. The provisions of the foregoing paragraph shall not be a waiver of the Supplier's guarantee to replace defective work and materials during the maintenance period after date of acceptance. The Supplier shall make good all material damaged or destroyed before the final acceptance, the cost thereof shall be included in the prices bid for the various items scheduled in the Bid Proposal.

**20. LAWS ORDINANCES & REGULATIONS:**

The Supplier must secure all insurances, licenses and pay any inspection in accordance with provisions as set forth in laws, ordinances, and regulations by all governmental agencies affecting the work at his/her own expense. The Supplier shall be solely responsible for any damage resulting from his/her neglect to obey all laws, regulations, rules, and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the contract. The Supplier shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed in his/her service, or which in any way affect his/her service. He/She shall at all times observe and comply with all such laws, ordinances, safety code, regulations, order, or decree, whether by himself/herself or his/her employees.

**21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if, through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

**22. INSURANCE:**

Certificates of General Liability and Workmen's Compensation Insurance satisfactory to the City shall be filed with the City at the time the contract is signed. The Supplier shall not commence work under the contract or under any special conditions until he/she has obtained all insurance as required under the following subparagraphs and unit such insurance have been approved by the City.

The Supplier shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance for all his/her employees or any other persons involved in the execution of this contract. The Supplier shall obtain and keep in force during the term of the Contract, General Liability and Property Damage Insurance with companies and in a form to be approved by the City. Said insurance shall provide coverage to the Supplier, any subcontractor performing work provided by this contract, and the City. The City of Jersey City, its officers, agents, servants, and employees as their interest may appear, shall be named as an additional insured on said policy insofar as the work and obligations performed under the Contract are concerned. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise from any act or omission of the City, the Supplier or the subcontractor or by anyone directly or indirectly employed by either of them.

**The minimum policy limits of such insurance shall be as follows:**

- A. General Liability on an occurrence form with project -specific limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate and including coverage for products & completed operations. Evidence of EXCU coverage should be addressed in the certificate of insurance.
- B. Auto Liability in the amount of \$1,000,000 combined single limit, for bodily injury and property damage, covering all owned, non-owned and/or hired automobiles used in the course of the project and/or contract work. Also required are Endorsements MC-S-90 and CA-9948 Pollution Liability broadened coverage for covered autos.
- C. Workers' Compensation coverage with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- D. Excess Liability coverage on a follow-form basis and coverage terms at least as broad as the underlying policies with limits of no less than \$1,000,000 per occurrence and in aggregate (any combination of primary and excess liability limits may be used to achieve the total \$2,000,000 per occurrence limit). Excess Liability coverage to include all of the following as underlying - General Liability, Auto Liability, and Employee's Liability

Contractor Errors and Omissions coverage as insured the Contractor with not less than \$2,000,000.00 limit of liability per occurrence and in the aggregate.

**E. Notice of Change**

Each and every insurance policy required by the terms of this Contract shall carry endorsement to the effect that the insurance company will give at least thirty (30) days notice to the City of any modification or cancellation of any policy or policies.

23. **INDEMNITY:**

The Supplier agrees to save the City of Jersey City, its officers, agents, servants, and employees as their interest may appear, harmless from all loss or damage occasioned to it or to any third person or property by reason of any carelessness or negligence on the part of the City, the Supplier, agents, and employees in the performance of the Contract and will, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City of Jersey City, its officers, agents, servants and employees as their interests may appear, by any third person alleging injury by reason of such carelessness or negligence, and will pay any judgement which may be obtained against the City of Jersey City, its officers, agents, servants and employees as their interests may appear, in such suit

The cost of such indemnification shall be included in the prices bid for the various scheduled items in the Proposal. So much money due to the Supplier under and by virtue of the Contract as shall be considered necessary by the City, may be retained by the City and held until such suits, actions, claims or amounts shall have been settled and suitable evidence to that effect furnished to the City.

24. **PREVAILING RATE OF WAGES ON PUBLIC CONTRACTS:**

The attention of all bidders is specifically called to the fact that wage rates determined by the Commissioner of Labor and industry in accordance with the provisions of Chapter 150 of the Laws of 1963, commonly known as the Prevailing Wage Act, shall be required to be paid for all services performed under this contract.

Nothing in this act however shall prohibit the payment of more than the prevailing wage rate to any workmen employed on a public works project. The Supplier shall keep an accurate record showing the name, trade and actual hourly rate of wages paid to each workman employed by him in connection with a public works contract and such records shall be preserved for two (2) years from date of payment. The record shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the commissioner.

The State of New Jersey Department of Labor and Industry prevailing wage rates are made a part of this Contract for performance of the work described.

25. **CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE**

The contract will be awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 *et seq.* adopted on June 12, 2002. The Contractor will be required to certify that the Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his /her lobbying activities, shall have filed a notice of lobbyist representative status form with the City Clerk. A Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 *et seq.* following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

**GENERAL CONDITIONS****GC-1 PUBLIC SAFETY AND CONVENIENCE:**

The Supplier shall conduct his work with the least possible obstruction to traffic. The convenience of the public and of the residents adjacent to a delivery site, along with the protection of persons and property, are of first importance and shall be provided for by the Supplier in an adequate and satisfactory manner. Fire hydrants shall be kept accessible.

Trucks hauling materials shall have tight tail gates and shall be loaded with adequate freeboard of not less than three (3) inches without precarious cones or piles of material.

The Supplier shall conduct his/her operations in such a manner as to provide maximum safety for all employees and the public as well. He/She shall comply promptly with such safety regulations as may be prescribed by the City, to properly correct any unsafe conditions created by or unsafe practices on part of his/her employees. In the event of the Supplier's failure to comply, the City may take the necessary measures to correct the conditions or practices and all costs thereof will be deducted from any monies due the Supplier. Failure of the City to direct the correction of unsafe conditions or practices shall not relieve the Supplier of his responsibility herein.

**GC-2 ACCIDENT PREVENTION:**

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, and the rules and regulations of U.S. Occupational Safety & Health Administration (OSHA), shall be observed.

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for safe prosecution of the contract at all times.

**GC-3 PROPERTY DAMAGE:**

The Supplier shall protect all property, monuments, trees, existing structures, utilities and work of any kind against damage or interruption of service which may be caused by execution of this contract. Damage, injury, loss, or interruption of service resulting from the failure to do so shall be repaired or restored promptly by the Supplier at his/her own expense.

The Supplier shall not enter on or make use of private property in the prosecution of the contract unless written permission there for is secured in duplicate, from the owner, one copy of which shall be filed with the City. He/She shall promptly restore or repair, without cost to the City and in a manner satisfactory to its owner, property damaged or destroyed by his operations. Special attention shall be given to the protection of existing landscape features and vegetation.

**GC-4 PATENTS:**

The Supplier shall hold and save the City of Jersey City, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

**GC-5 MATERIALS:**

All materials, tools and equipment supplied shall be new, except where reclaimed materials are indicated, and shall be furnished by the Supplier, and shall be approved by the City. Request for approval of materials shall state the proposed source.

Materials not satisfactory shall be replaced by the Supplier without expense to the City. The Supplier shall comply with provisions of the N.J.S.A 52:33-2 requiring that preference be given to the use of domestic materials. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

**GC-6 SAMPLES, CERTIFICATES AND TESTS:**

The Supplier shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or upon request of the City. No such material or equipment shall be manufactured or delivered, except at the Supplier's own risk, until the required samples or certificates have been approved in writing by the City.

Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the City will have such check tests made as deemed necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval.

**GC-7 INSPECTION:**

The City shall have the right to inspect all materials furnished, including the preparation, fabrication and manufacture in mill, plant, shop and field of the materials to be supplied, and may assign an Inspector or other authorized representative for this purpose. The Contractor shall provide all facilities necessary for such inspection and shall furnish or cause to be furnished to the said Inspector or other authorized representative safe access at all times to the places where preparations, fabrication or manufacture of materials is in progress, as well as such information and assistance as may be required to make a complete and detailed inspection. The City may undertake the inspection of materials at the source.

**GC-8 CONTRACTOR'S TITLE TO MATERIALS:**

No materials shall be purchased by the Supplier subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Supplier warrants that he/she has good title to all materials and supplied by him, free from all liens, claims or encumbrances.

**GC-9 ASSIGNMENT OR NOVATION:**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City, provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City. If consent is given, the Supplier will be permitted to assign a portion of the contract, but shall retain not less than eighty percent (80%) of the original contract amount, except that any items designated in the contract as "specialty items" may be assigned and the cost of any such specialty items so supplied by others may be deducted from the original contract amount before computing the amount of the contract required to be supplied by the Supplier. No assignments shall relieve the Supplier of his liability under the contract. No assignment, approval of a assignment, or any other action shall create any contractual relation between assignee and the City of Jersey City. The Supplier shall be liable and responsible for any action or lack of action of an assignee. Supplier and assignee shall be charged with all direct, imputed or presumed knowledge the others might possess.

No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Supplier's rights or benefits under the Contract is subject to a prior lien for performed services rendered, and materials, tools, and equipment supplied under this Contract in favor of all persons, firms, or corporations rendering such materials, tools, or equipment.

**GC-10 ORDERING AND DELIVERY OF MATERIALS:**

The City shall have the right to place orders of whatever quantity and combination of items required. Furthermore, the number of orders over the life of the contract shall not be limited in any way, except that the Supplier shall not be required to deliver an order under a total cost of one hundred dollars (\$100.00) as computed using the unit prices in the Bid Proposal.

Upon award of the contract, the Department of Public Works Director or his representative shall designate in writing the staff members authorized to place an order. Authorization from any other person(s) shall not be honored for payment under this contract. When an order is placed, the Supplier shall be given an order number which must appear on the monthly invoice. Any invoice received without an order number issued by a designated staff member, shall not be honored for payment under this contract.

The Supplier shall give the City of Jersey City preferential service over non-contract customers when filling orders and making deliveries. The Supplier agrees to fill and deliver all orders within twenty-four (24) hours of receiving an order number for those items readily stocked and so marked on the Bid Proposal. For those items not stocked, the Supplier shall deliver such items within the maximum number of business days as marked on the Bid Proposal for those items. In the event that an order involves a large quantity of stocked material or a combination of stocked and non-stocked, the Supplier agrees to deliver those items stocked within the prescribed time to be followed by the rest of the order within the period indicated in the Bid Proposal.

The contract shall provide for delivery of orders to any site within the limits of the City of Jersey City. The Supplier shall provide sufficient manpower for first floor deliveries to areas directed by City personnel at the site. See Technical sections for specific requirements related to each item. All material shall be delivered in their original packaging, and shall be unbroken or marred in any way. Material shall be neatly and compactly piled in such a manner as to cause the least inconvenience to the City.

**GC-11 DELIVERY HOURS:**

Working hours shall be between the hours of 8:00 A.M. and 3:30 P.M., prevailing time. Working before 8:00 A.M. or after 3:30 P.M. shall not be permitted except upon authorization by the City designee.

**GC-12 PAYMENTS:**

The Supplier will be entitled to monthly payments for material supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the Municipal Council on the fourth Wednesday of the month invoiced. Failure of the City to meet this schedule shall not entitle the Supplier to interest charges, penalties or any other type of escalation of the invoiced amount.

Invoices for payments shall be submitted on the Supplier's standard invoice previously approved by the City's designee. Invoices shall itemize each order based on the categories established in the Bid Proposal and shall highlight the order number provided by the City's designee. In addition, each invoice shall reference the City's purchase order number supplied by the Purchasing Agent at the time of contract award. In addition to the Supplier's invoice, the Supplier shall execute a Partial Payment Voucher supplied by the City, for each application for payment.

All materials covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Supplier from the sole responsibility of all the terms of the Contract.

The Supplier agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of assignees, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Supplier shall, at the City's request, furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged, or waived. If the Supplier fails to do so, then the City may, after having served written notice on the said Supplier, either pay unpaid bills, of which the City has written notice, direct, or withhold from the Supplier's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Supplier shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to the Supplier.

In paying any unpaid bills of the Supplier, the City shall be deemed the agent of the Supplier, and any payment so made by the City, shall be considered as a payment made under the contract by the City to the Supplier, and the City shall not be liable to the Supplier for such payment made in good faith.

The City may withhold payment for any of the following:

- (a) Defective material not corrected.
- (b) Claims filed or responsible evidence indicating probability of filing claims.
- (c) Failure of the Supplier to make proper payments to assignees or for material or labor.
- (d) Unpaid damages by the Supplier to assignees, the City or any other agency or person.
- (e) The Supplier is found to be in default.

No payment voucher shall protect the Supplier and no claim shall be founded thereon by the Supplier in case of overpayment or in case it shall at any time appear that the Contract or any part thereof have not been completed in strict accordance with the Contract Documents.

Errors in any monthly bill, on being discovered, shall be rectified by the City in subsequent measurements and bills.

**GC-13 STATED ALLOWANCES:**

The Supplier shall include in his total bid price the cash allowance(s), if any, stated in the Bid Proposal. The Supplier shall supply the "Auxiliary Materials" as requested by the City on the basis of the Supplier's cost plus the percentage mark up stipulated by the Supplier in the bid proposal.

If the actual price for purchasing the "Auxiliary Materials" is more than the "Cash Allowance(s)", the contract price shall be adjusted in accordance with the provisions outlined under Article 17. Changes – Extra Work in the Information to Bidders section.

Invoices for items billed under the "Auxiliary Materials" must be submitted with copies of receipts from the manufacturer of the item establishing the cost to the Supplier. Invoices for "Auxiliary Materials" received without the manufacturer's receipts will not be honored for payment under this contract.



**GC-14 ACCEPTANCE OF PARTIAL PAYMENTS AS RELEASE:**

The acceptance by the Supplier of any partial payment shall be and shall operate as a release to the City of Jersey City of all claims and all liability to the Supplier for all things done or furnished in connection with this payment and for every act and neglect of the City of Jersey City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Supplier from any obligation under this contract.

**GC-15 RIGHT OF THE CITY TO DECLARE CONTRACTOR IN DEFAULT:**

The Business Administrator of the City of Jersey City has the right to declare the Supplier in default under the following circumstances:

- (a) If the work to be done under this Contract is abandoned.
- (b) If the Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (c) If the Supplier fails to or refuses to regard laws, ordinances, regulations, and such orders as given by the City's designee with respect to the contract.
- (d) If the Supplier violates any of the provisions of this Contract or shall not perform the same in good faith.
- (e) If the Supplier fails to make prompt payment to persons supplying labor or materials for the work.
- (f) If the Supplier assigns or sublets the work otherwise than as specified.
- (g) If the Supplier exceeds the lead time stated in the Bid Proposal on five (5) separate occasions.

The Business Administrator shall serve written notice to the Supplier ordering the Supplier not to begin, or not to resume, or to discontinue all work under this Contract for any of the above stated reasons. In case this Contract, or any alterations or modifications thereof be thus terminated, the decision of the Business Administrator shall be conclusive, and said Supplier shall not be allowed to claim or receive any compensation or damages for not being allowed to proceed with the contract.

**GC-16 COMPLIANCE WITH THE EQUAL OPPORTUNITY/AFFIRMATIVE ACTION:**

Bidders (Contractors) are required to comply with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. No firm may be issued a contract unless it complies with these affirmative action provisions. The following information summarizes the full, required regulatory text, which is included as Exhibit of this Bid specification:

After notification of award, but prior to signing the contract, the contractor shall submit to the public Agency Compliance Officer and the New Jersey Division of Contract Compliance and Equal Employment Opportunity

- I A Photocopy of a valid letter that the contractor is opening under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii Division of distribute to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Refer to Exhibit A (Mandatory Equal Opportunity Language for Goods, Professional Service and Federal Service Contracts) and additional Equal Opportunity/Affirmative Action requirements found at the back of the specifications.

Any questions concerning compliance may be directed to Jeana F. Abuan, Supervising Administrative Analyst, Public Agency Compliance Officer  
 Department of Administration/Office of Tax Abatement & Compliance  
 13-15 Linden Avenue East 2<sup>nd</sup> Floor Jersey City, N.J. 07305  
 Tel.# 201-547-4538  
 Email Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)

**GC-17 AMERICAN WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is Prohibited. Bidders are required to read American with Disabilities Language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made part of the contract. The Contractor is obligated to comply with the act and hold the owner harmless.

**GC-18 COMPLIANCE WITH THE BUSINESS REGISTRATION CERTIFICATION**

**N.J.S.A.** 52:32-44 required that each bidder (contractor) submit proof of business registration with the bid proposal or prior to the contract award. Proof of registration shall be a copy of the bidders Business Registration Certification (BRC). A BRC is obtained from New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.njgov/njbgs](http://www.njgov/njbgs) or by telephone at (609)292-1730.  
**N.J.S.A.** 52:32-44 imposes the following requirements on contractor and all subcontractors that knowingly provided goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provided written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Prior to receipt of final payment from a contracting agency a contractor must submit to the Contracting agency an accurate list of all subcontractors or attest that none was used;
3. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (**N.J.S.A** 54:32B-1 et seq.) On all sales of tangible personal property delivered into this state.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-1790.

# **SUPPLEMENTARY CONDITIONS**

## **MAINTENANCE CONTRACT FOR SPORTS LIGHTING AND SCOREBOARDS AT NUMEROUS BALLFIELDS**

### **SUPPLEMENTARY CONDITIONS**

#### **1. EXAMINATION OF SITES:**

Every prime and sub-contract bidder shall study the conditions at the site(s) thoroughly before submitting his bid. No allowance for extra charges will be permitted because of lack of knowledge of all conditions peculiar thereto except such conditions as are indeterminable before the commencement of the work.

#### **2. CHARGE OF SITES:**

The contractor shall take the site as found, and shall assume charge of his work throughout the site until completion and acceptance of project by the Architect/Engineer.

The contractor shall cooperate fully and cooperate his work with the City, all utility companies, and all other contractor(s) so that all work is completed on time, with good workmanship and in a harmonious and efficient manner.

The contractor shall be responsible for the security of all his materials, equipment, facilities within the confines of each site.

It shall be the responsibility of the contractor to provide all necessary work of a permanent or temporary nature to safeguard public and construction site.

Work scheduling shall take into full consideration the requirements of the City with respect to minimal disruption of existing functions by demolition and alterations, including the following:

- a. Electrical.
- b. Accessibility to existing areas.
- c. Parking areas.
- d. Accessibility by City Maintenance Crews.
- e. Safety of park occupants.

The scheduling of shutdowns and other interruptions of existing utilities shall have the approval of the City. No shutdowns will be allowed without prior clearance. Shutdown time shall be held to a minimum.

The time and date agreed upon for shutdown periods shall occur during hours approved by the City. The performance of this work at such times shall not result in additional expense to the City.

3. PROTECTION OF PERSONS AND PROPERTY:

This Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with his work. The Bidder 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 site and all other persons who may be affected thereby.
2. Other property at the site or adjacent thereto, including interiors and exteriors of the buildings, lawn, walks, pavements, roadways, structures and utilities not designed for removal, relocation, or replacement in the courses of construction.

The Bidder shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including precaution against fire, erection of solid fencing, posting of danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. He shall designate a responsible member of his organization at the site, whose duty shall be the prevention of accidents.

No requirement of or omission to this contract shall be deemed to limit or impair any responsibilities or obligations assumed by the contractor under or in connection with this contract.

All debris and waste resulting from the performance of the work shall be removed in such a manner as to prevent damage to all existing and new construction, and shall be legally disposed of by the contractor at his expense at the end of each day. Stock piling of debris and waste is not permitted.

When the work is in progress, the contractor shall protect the areas directly below and/or around the work areas with yellow traffic cones. This Bidder shall not load or permit any part of the work to be loaded so as to endanger its safety.

The contractor shall, at his own expense, make good any damage, direct or indirect that may be done in the course of the performance of the work by him or his subcontractor to any utility structure or municipal facility, or to newly completed work, through or by reason of the performance of the work.

4. CLEANING UP:

The contractor shall keep the building free from all surplus material, dirt and rubbish at all times. At the completion of the work, he shall remove all his waste materials and rubbish generated by his operations from and about the project.

**END OF SUPPLEMENTARY CONDITIONS**

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# **TECHNICAL SPECIFICATIONS**

## **MAINTENANCE CONTRACT FOR SPORTS LIGHTING AND SCOREBOARDS AT NUMEROUS BALLFIELDS**

### **TECHNICAL SPECIFICATIONS**

#### **1. GENERAL**

General Conditions and all supplementary articles are hereby included in this section to the same extent as though written out herein full. All work of this section shall be performed in accordance with the requirements of these specifications and with all codes and local ordinances having jurisdiction.

#### **2. SCOPE OF WORK**

The Contractor shall furnish for a period of one (1) year the following services:

#### **SEASONAL START-UP SERVICE & TESTING YEAR ROUND SERVICE**

for the sport lighting and related security lighting equipment and electronic scoreboards listed under each municipal sports facility or ballfield outlined in these technical specifications. Conditions particular to each service are delineated under each service and in the "Terms of Contract."

The contractor shall take all precautionary measures to prevent damage to the grass/turf areas and field appurtenances during repair operations. Flagrant disregard of field conditions by the contractor resulting in damage to the fields and/or field appurtenances, will be repaired by the contractor at no additional cost to the City.

#### **3. VISITING THE PREMISES**

Every bidder shall visit each facility and ballfield and carefully examine existing conditions before submitting his bid. No allowance for extra charges will be permitted because of lack of knowledge of all conditions peculiar thereto except such conditions as are indeterminable before the commencement of the work.

Note, these specifications include a list of equipment at each facility/ballfield along with make and model numbers. All efforts have been made to provide the most accurate information, however, the City does not assume any responsibility for any errors which may exist. It is the intent of these specifications to include all sports lighting and related security lighting and scoreboard equipment listed at each location.

#### **4. SEASONAL START-UP SERVICE**

The City has prepared a Sport Lighting & Scoreboard Field Survey of each municipal sport facility/ballfield which constitutes the work of this contract. The results of this survey are attached to the back of these technical specifications. Prior to April 15th of the contract year, the contractor shall furnish all labor and equipment necessary to repair those fixtures indicated on the schedule as "OUT" to achieve 100% operation of each system. Should the start date of the contract commence without 30 calendar days to perform seasonal startup service, the contractor will be granted an extension beyond the April 15 date to provide a total of 30 calendar days from the start date to perform the seasonal startup service.

At the time immediately following the precontract meeting, the contractor shall procure three (3) sets of lamps, ballast, and fuses for each type of sport lighting and scoreboard fixture listed in these technical specifications. Payment for this material is included as a line item in the bid price for seasonal start-ups. Any additional materials required for the Seasonal Start-Up shall be paid for under the terms and conditions set forth under Year Round Service. Security and/or parking lot lighting fixtures need not be pre-ordered. Payment for material will be made at the completion of the Seasonal Start-Up Service. All surplus supplies shall be delivered to D.P.W. Complex Facility, Division of Park Maintenance in original unopened containers, accompanied with delivery receipt, item description and quantity log for record keeping purposes.

It is the purpose of the Seasonal Start-Up Service to achieve 100% operation of all systems at each of the listed Ballfields/facilities. The bid price for each ballfield/facility shall include all labor and equipment necessary to effect the repairs to non-working fixtures whether or not listed in the Sport Lighting Field Survey. Initial material ordered at the beginning of the contract and any currently stocked items the City may have, shall be used to make the repairs. Any additional material required to repair lights which are out and not indicated on the Sport Lighting and Scoreboard Field Survey, shall be paid based on the conditions set forth under Year Round Service, however, labor and equipment cost shall not be increased.

At the time of this service, the contractor shall perform the following:

A. Sports and Security Lighting:

1. Energize all lighting at each facility including security/parking lot fixtures.
2. Replace lamp/ballast/wiring/etc. for all lamps indicated on schedule.
  - a. When replacing lamp, clean lens (both faces) prior to reinstalling.
  - b. When removal of fixture from bracket is required, mark aiming sets to permit proper re-installation.
3. If more fixtures are found to be inoperable at the time of this inspection, the contractor must notify the City's designee, and upon approval by the City's designee, replace lamp/ballast/wiring/etc., complying with item #2 above, to achieve 100% operation of system. Payment for work performed beyond the scope delineated within the schedules shall be made under the terms and conditions set forth under Year Round Service.
4. Check all components of electrical service, adjust or replace components as required.
5. Check operation of all timers, adjust or replace components as required.



**B. Scoreboards:**

1. Energize all scoreboards to determine proper power and control.
2. Perform Power Driver Diagnostic Self-Test with power on and control console powered off, or not attached. Run self-test through all 3 cycles or phases, as outlined by manufacturer.
3. Check all lamp driver fuses for proper function, and replace non-functioning fuses.
4. Check all scoreboard lamps for operation, and replace bad lamps. Determine proper wattage, and replace only with correct wattage lamps. Do not exceed wattage rating.
5. Check all lamp drivers for proper operation, and check all components of electrical source.

At the conclusion of Seasonal Start-Up Service work, submit a bound report of all results to the Division of Park Maintenance, 13-15 Linden Avenue East, Jersey City, New Jersey 07305, along with an invoice for payment. Any invoice received without a report shall be returned unpaid. The report shall also indicate any repairs that were necessary and performed. Provide a separate copy to the Bureau of Architecture.

Payment for Seasonal Start-Up Service shall be made based on the bid price for each park or ballfield as listed in the bid proposal under seasonal start-up. This price shall include all labor, incidental material, equipment, overhead and profit. As aforementioned, if new parts other than initial set of lamps and ballasts are required, they shall be billed as outlined under "Year Round Service." The City reserves the right to eliminate seasonal start-ups for any one of the fields or combination thereof. If the city exercises this right, payment for the Seasonal Start Up Service shall be adjusted by subtracting the Bid Price listed for each facility eliminated from the Total Bid Price for the Seasonal Start Up Service. There shall be no restriction on the number of ballfields the City may elect to eliminate. The contractor shall have no claim for loss incurred, commitments made in anticipation of the work contemplated, or for loss of anticipated profits in connection with eliminated work.

**5. YEAR ROUND SERVICE****GENERAL:**

This contract shall also provide for year round service to improve and/or repair the equipment listed under each park or ballfield. **No work shall be performed without proper authorization from a designated representative of the City's Division of Park Maintenance.**

**LABOR:**

The labor rate per man shall not exceed the unit prices listed in the bid proposal under Year Round Service during regular working hours (8:00 a.m. to 5:00 p.m.). For emergency service on Saturday, Sunday, Holidays and after regular working hours, the labor rate per man shall be the unit price times one and a half, (see "Terms of Contract" for conditions on overtime hours). For work requiring crane or lifting equipment, said work shall be performed on next regular working day.

All work should be performed by a team consisting of one electrician and electrical helper. If it becomes necessary to perform any corrective work with other than one electrician and helper team, the contractor must first obtain the approval of the Division of Park Maintenance. If prior approval is not obtained, the additional billed time will not be considered for payment.

The Bidder shall incorporate into the specified labor rates, the equipment costs associated with reaching the light fixtures.

### **PARTS AND EQUIPMENT:**

All parts required shall be billed at cost plus 20%. The Contractor shall invoice the City on a monthly basis. Each invoice shall state each service call made, location and description of work performed, number of man-hours (broken up into electrician's and helper's time, if applicable (and approved) and parts installed. Contractor shall also supply an original bill of sale for each part installed. Invoices received without the above information and supported backup material will be returned unpaid. For months during which no work has been performed under the contract, no payment shall be made.

### **6. TERMS OF CONTRACT**

1. The City shall provide free access to all ballfields and facilities during normal working hours as stated under item #3.
2. The Contractor shall give the City of Jersey City preferential service over non-contract customers.
3.
  - a. All work is to be performed during regular working hours, on regular working days of the trades involved and all bids shall be based on the service and/or maintenance being performed Monday through Friday, between the hours of 8:00 a.m. and 3:30 p.m. **Night aiming of serviced fixtures (if required or requested by Architect) shall not be considered overtime hours.**
  - b. In the event that it may be necessary to answer a call outside of regular working hours, the contractor shall be paid time and a half based upon the unit prices in the bid proposal. However, any call for service made to the contractor or the contractor's calling service before 1:00 p.m. on any regular working day, shall be billed at regular working hours regardless of the arrival time of the electrician or length of stay.
  - c. Note, leaving jobs unfinished without good cause **and notice to the Division of Park Maintenance** will be considered a breach of contract, giving the City the right to declare the contractor in default.
4. The Contractor shall maintain a continuous telephone service where he can be reached, twenty-four (24) hours each day, seven (7) days each week, Sundays and holidays included. **Contractor agrees to answer all calls within twenty-four (24) hours.**
5. The Contractor shall furnish all parts, materials and labor necessary when a failure or breakdown of any component part causes the system to become inoperative. Parts shall be billed at cost plus 20% and under conditions set forth under "Year Round Service."

6. The Contractor shall notify the Division of Park Maintenance a minimum of twenty-four (24) hours ahead of scheduled Seasonal Start-Up Service, **and shall provide a written work progress schedule with approximate dates and times for each facility/ballfield.**
7. In the event the contractor fails to maintain the equipment in accordance with these specifications, or violates any of the provisions hereof, the City may, upon ten (10) days prior notice in writing to the contractor, engage the services of others to perform all work necessary to bring the equipment up to good operating standards. The cost of this work shall be at the Contractor's expense and shall be back charged to this contract.
8. The Contractor shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, labor troubles, strikes, blackouts, fire, flood, acts of civil or military authorities, or by insurrection or riot, or any other cause which is unavoidable or beyond the contractor's control, or in any event for consequential damages.
9. The Contractor shall not be bound to make any correction in design or equipment. Nor shall he be responsible for repair of turf areas disturbed by onset of tower equipment, unless excessive damage is done due to negligence by contractor or equipment operator, or any damage is done to areas which should not have been disturbed as decided by the Architect.
10. The Contractor shall not be held responsible for work made necessary by the enforcement of government codes, building and union regulations.
11. If required, upon completion of work, the Contractor shall re-aim all fixtures which have been services in accordance with original design drawings. If original design drawings are not available, the re-aiming shall strive for a minimum footcandle level of 30 in the outfields and 50 in the infields. Re-aiming shall be performed at night. The Contractor shall provide a certified calibrated light meter to measure the footcandle level.
12. The labor rate per man shall include all costs including direct and indirect salary, fringe benefits, overhead, profit, equipment (owned or rented), etc., including bucket trucks and other lifting equipment.

**LIST OF SITES:****A. PERSHING FIELD (Central and Manhattan Avenues)**

- \* This park consists of numerous poles (60 and 70 ft) with both high and low fixtures. The standard fixture is a 1500W clear Metal Halide/floodlight manufactured by Musco, fixture type #LV-8MZ.
- \* Review timer located in field house for proper operation of security and night lighting. All panels and switching equipment are located within the field house.
- \* This park has two (2) model BA-1018-11 electronic scoreboard, as manufactured by Daktronics. This scoreboard use 25w and 40w, 120v incandescent lamps, part numbers DS-1029 and DS-1163 by Daktronics.

**B. MARY BENSON BALLFIELD (Mercedes St. & Newark Ave.)**

- \* This park consists of numerous poles (50 and 90 ft) with both high and low fixtures. Fixtures on ninety foot poles are serviceable off of pole attached platforms. Standard sport lighting fixture is 1000W High Pressure Sodium, by Hubbell, Model #SLX-1000X-15. Basketball court lighting is also by Hubbell; Magnuliter MPH Series, 400W High Pressure Sodium Lamps #MPH-0400S-168.
- \* Review timer located in field house for proper operation of security and night lighting. All panels and switching equipment are located within the field house.
- \* There are no scoreboards at this location.

**C. COUNTRY VILLAGE LITTLE LEAGUE (Sycamore Road & Colonia Drive)**

- \* This project consists of four poles. The standard fixture is a 1500W clear Metal Halide/floodlight manufactured by Musco, fixture type #LV-8MZ.
- \* This park has one (1) model FB-1528 electronic scoreboard as manufactured by Daktronics. This scoreboard uses 25w, 120 v incandescent lamps, part number DS-1029 by Daktronics.

**D. CAVEN POINT RECREATIONAL FACILITY (Caven Point Road & Chapel Ave.)**

- \* This park consists of numerous poles (50 and 90 ft) with both high and low fixtures. Fixtures on ninety foot poles are serviceable off of pole attached platforms. Fixtures are manufactured by Hubbell, 1500W Metal Halide Types 3, 4 and 5 Sports Lighter.
- \* Parking lot security lighting fixtures are mounted on 35' wood poles. Said fixture is manufactured by Hubbell #HMXC-400-LEC-XXX-277-C, 400W High Pressure Sodium.

- \* Some site security lighting fixtures are mounted on wood and steel poles. Said fixture is manufactured by Hubbell #HMXA-400-LEC-XXX-277, 400W High Pressure Sodium.
- \* Review timer located in field house for proper operation of security and night lighting. All panels and switching equipment are located within the field house.
- \* This park has two (2) model FB-1530 electronic scoreboards, as manufactured by Daktronics, with an additional scoreboard for the Little League field as manufactured by Colorado Time Systems (model number unknown). These scoreboards use 25w, 120v incandescent lamps, part number DS-1029 by Daktronics.

**E. ROBERTO CLEMENTE (6th and Grove Streets)**

- \* This park consists of four poles. The standard fixture is a 1500W clear Metal Halide/floodlight manufactured by Musco, fixture type #LV-8MZ.
- \* This park has one (1) model BA-1529 electronic scoreboard, as manufactured by Daktronics. This scoreboard uses 25w and 40w, 120v incandescent lamps, part numbers DS-1029 and DS-1163 by Daktronics.

**F. MONTGOMERY GATEWAY RECREATIONAL COMPLEX (Mercedes and Grand Sts.)**

- \* This park consists of eight (8) 60 ft. poles (four (4) at the Little League field and four (4) at the football field). The standard fixture is a 1500 W Clear Metal Halide/floodlight manufactured by Musco, fixture type LV-8MZ.
- \* Review timer located in field house for proper operation of security and night lighting. All panels and switching equipment are located within the field house. Secure electrical panels.
- \* There are no scoreboards at this complex.

**G. ENOS JONES FIELD (Eighth St. & Brunswick St.)**

- \* This park consists of numerous poles ranging from 50' to 80' in height. The standard fixture is a 1500 W Clear Metal Halide/floodlight at the ballfields and 1000 W Clear Metal Halide/floodlight at the basketball and hockey courts, manufactured by Musco, fixture type LV-8MZ.
- \* Review timer located in field house for proper operation of security and night lighting. All panels and switching equipment are located within the field house.
- \* This park has two (2) model BA-1018-11 electronic scoreboards, as manufactured by Daktronics. These scoreboards use 25w and 40w, 120v incandescent lamps, part numbers DS-1029 and DS-1163 by Daktronics.

**H. WESTSIDE LITTLE LEAGUE (Westside and Pavonia Avenues)**

- \* This park consists of Holphone Vectorflood fixtures with polycarbonate shield option mounted on wood poles. The fixtures within the park are a 400W High Pressure Sodium unit.
- \* This park has two (2) model BA-1018-11 electronic scoreboards, as manufactured by Daktronics. These scoreboards use 25w and 40w, 120v incandescent lamps, part numbers DS-1029 and DS-1163 by Daktronics.

**I. BAYSIDE PARK FIELDS**

- \* This park consists of numerous poles (50, 70 and 90 ft) with both high and low fixtures. Fixtures on ninety foot poles are serviceable off of pole attached platforms. The standard fixture is a S-M1000/U metal halide manufactured by Holphane, 480 volts.
- \* Review timer located in field house for proper operation of security and night lighting. All panels and switching equipment are located within the field house.
- \* This park has one (1) model BA-1018-11 electronic scoreboards, as manufactured by Daktronics. This scoreboard uses 25w and 40w, 120v incandescent lamps, part numbers DS-1029 and DS-1163 by Daktronics.

**J. LINCOLN PARK WEST FIELDS**

- \* This park consists of fifteen (15) poles ranging in heights between 60 and 80 feet. The standard fixture is a 1500W clear Metal Halide/floodlight manufactured by Musco, fixture type #SC-2-MZ
- \* This park has one (1) electronic scoreboard. (Model # unknown, but similar to Daktronics FB-1424), with 25w lamps.

**K. METRO FIELD**

- \* This park consists of six (6) poles ranging in heights between 60 and 80 feet. The standard fixture is a 1500W clear Metal Halide/floodlight manufactured by Musco, fixture type #SC-2-MZ
- \* This park has two (2) model BA-1018-11 electronic scoreboards, as manufactured by Daktronics. These scoreboards use 25w and 40w, 120v incandescent lamps, part numbers DS-1029 and DS-1163 by Daktronics.

**L. BERRY LANE COMPLEX**

- \* See Appendix in back of book.

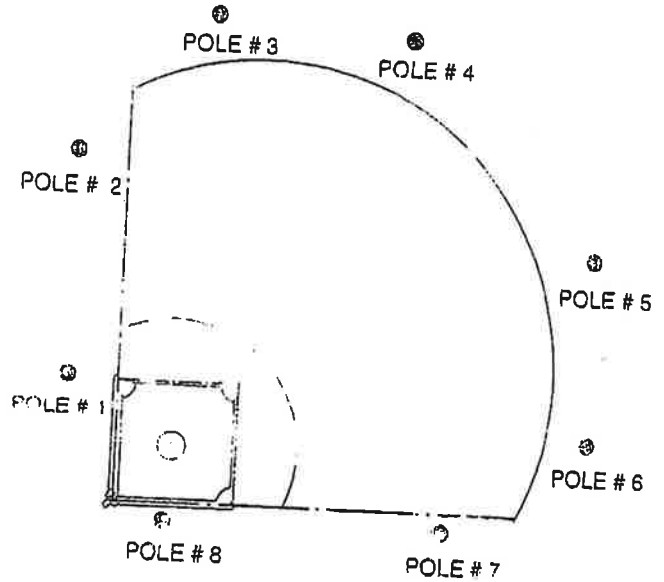
## SCOREBOARD SURVEY

BALL PARK	DAKTRONICS SCORE BOARD MODEL#	QTY	COMMENT:
PERSHING FIELD	BA 1018 - 11	2	
ENOS JONES	BA 1518	2	
ROBERTO CLEMENTE	BA 1529	1	
METRO	BA 1518	1	
PAVONIA	BA 1018 - 11	1	
CAVEN POINT	FB 1530	2	
	Unknown	1	In addition to the football scoreboards, there is a small Score board for the little league made by Colorado time systems.
BAYSIDE	BA 1018 - 11	1	Need lights fixed.
LINCOLN WEST	UNKNOWN	1	Similar to FB 1424.
COUNTRY VILLAGE	FB 1528	1	E
BERRY LANE PARK			Appendix (Back of book)

# SPORT LIGHTING FIELD SURVEY

## PERSHING FIELD MAJOR

<u>POLE#</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	4	√1
2	12	OK
3	6	OK
4	3	OK
5	3	√1
6	5	OK
7	12	√1
8	4	OK

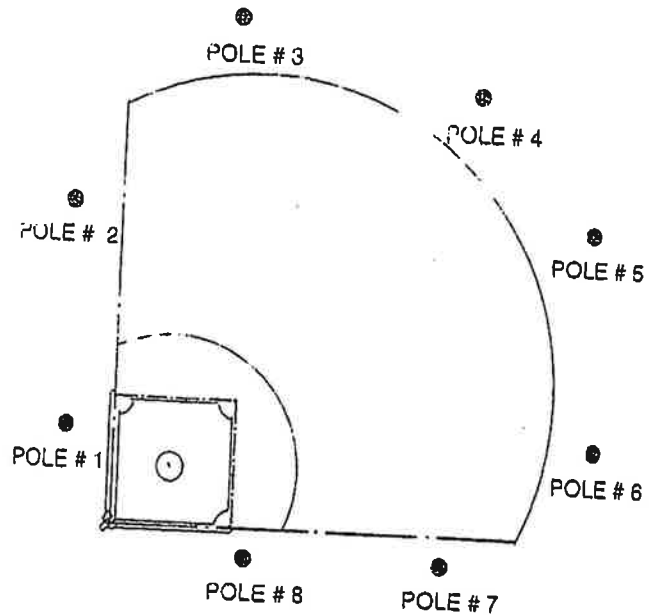


## PERSHING FIELD MAJOR

## PERSHING FIELD LITTLE

### LEAGUE

<u>POLE#</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	7	√2
2	4	√1
3	3	OK
4	3	OK
5	3	OK
6	3	OK
7	4	√2
8	3	√1



## PERSHING FIELD LITTLE LEAGUE

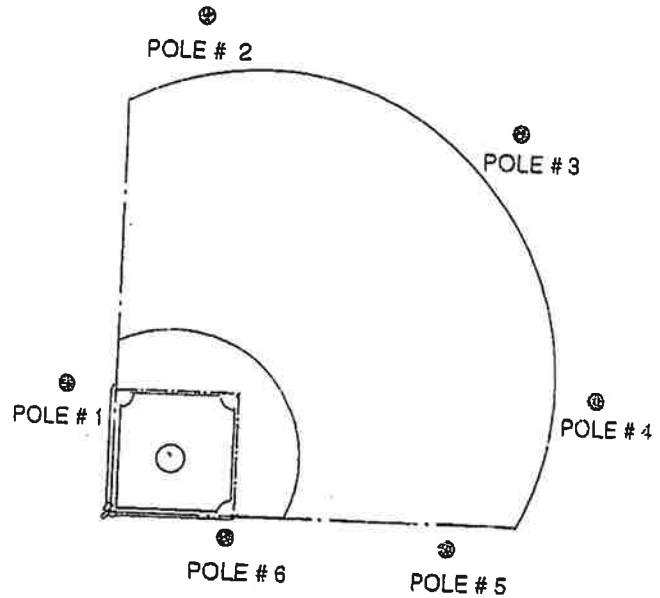


# SPORT LIGHTING FIELD SURVEY

## MARY BENSON

<u>POLE #</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	2	OK
2	7	OK
3	6	OK
4	6	OK
5	7	OK
6	2	OK

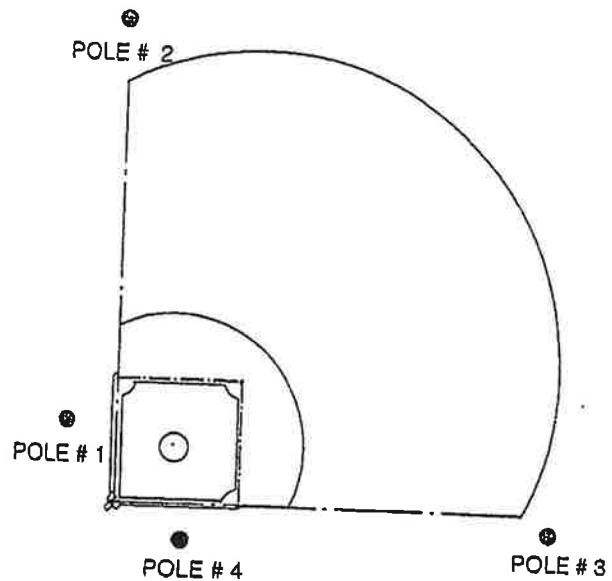
1 light out on basketball court



## MARY BENSON

## COUNTRY VILLAGE

<u>POLE #</u>	<u># OF FIXTURES</u>	<u>#OUT</u>
1	4	OK
2	8	√ 1
3	6	√ 1
4	4	√ 1

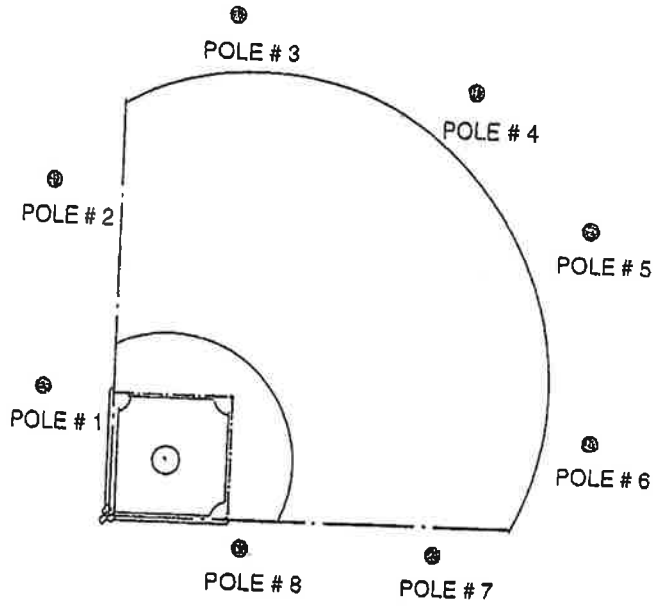


## COUNTRY VILLAGE LITTLE LEAGUE

# SPORT LIGHTING FIELD SURVEY

## CAVEN POINT SOFTBALL

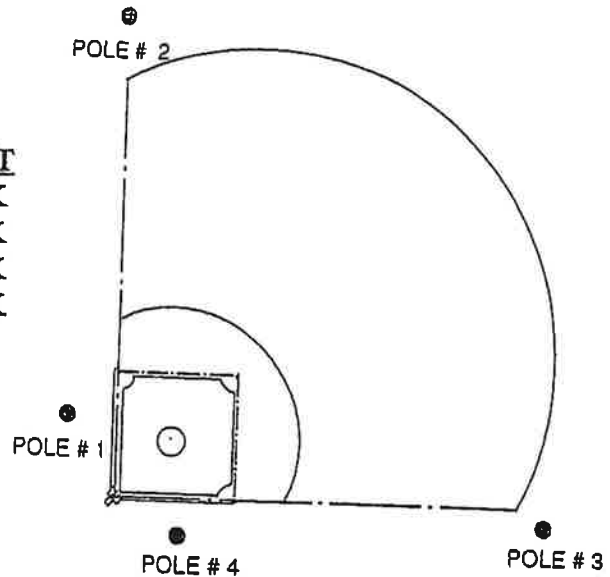
<u>POLE #</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	2	OK
2	6	OK
3	3	√1
4	2	√1
5	2	OK
6	3	√1
7	6	OK
8	2	√1



## CAVEN POINT SOFTBALL

## ROBERTO CLEMENTE

<u>POLE</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	4	OK
2	8	OK
3	8	OK
4	4	OK

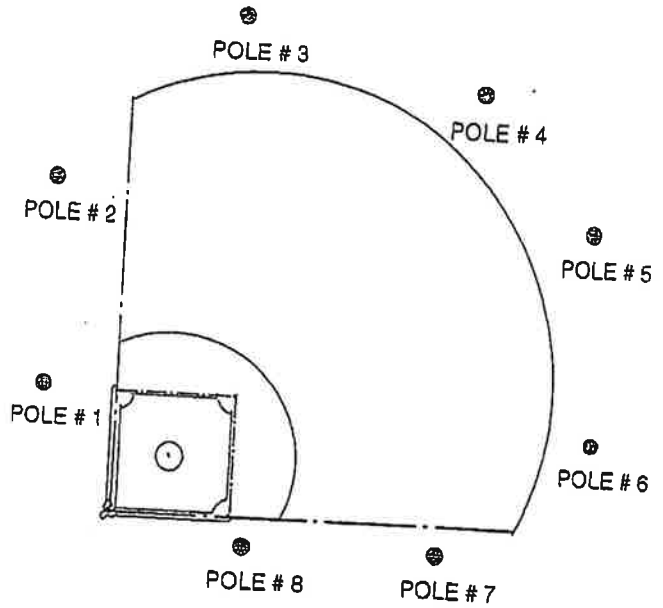


## ROBERTO CLEMENTE

# SPORT LIGHTING FIELD SURVEY

## CAVEN POINT MAJOR

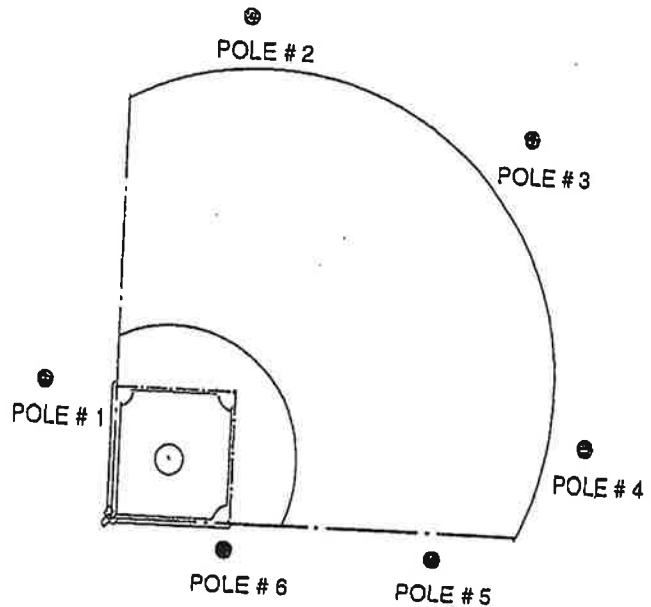
<u>POLE #</u>	<u># OF FIXTURES</u>	<u>#OUT</u>
1	6	√1
2	20	√6
3	8	OK
4	7	OK
5	7	√2
6	7	√2
7	20	OK
8	6	OK



CAVEN POINT MAJOR

## CAVEN POINT LITTLE LEAGUE

<u>POLE#</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	2	OK
2	5	√1
3	4	OK
4	4	OK
5	5	OK
6	2	OK

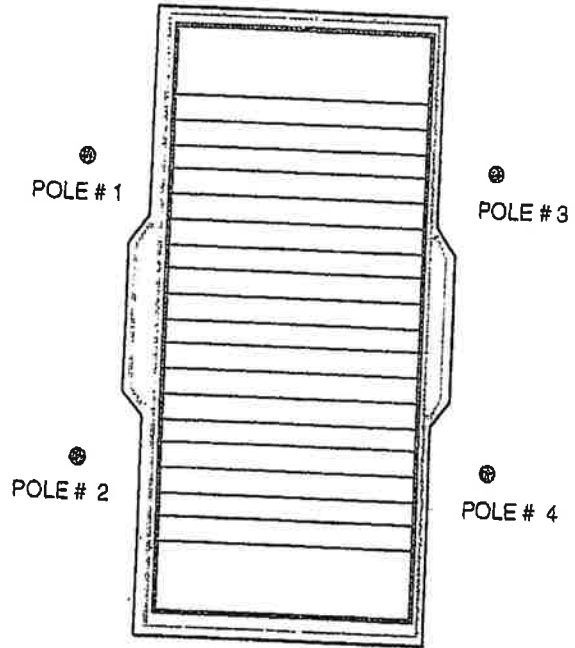


CAVEN POINT LITTLE LEAGUE

# SPORT LIGHTING FIELD SURVEY

## MONTGOMERY GATEWAY FOOTBALL FIELD

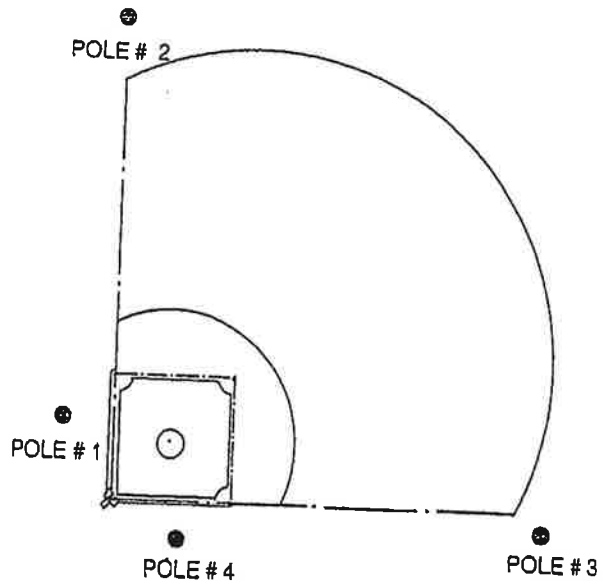
<u>POLE #</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	8	OK
2	8	√2
3	8	OK
4	8	√1



MONTGOMERY GATEWAY  
FOOTBALL FIELD

## MONTGOMERY GATEWAY LITTLE LEAGUE

<u>POLE #</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	4	√2
2	8	√5
3	8	√1
4	4	√2

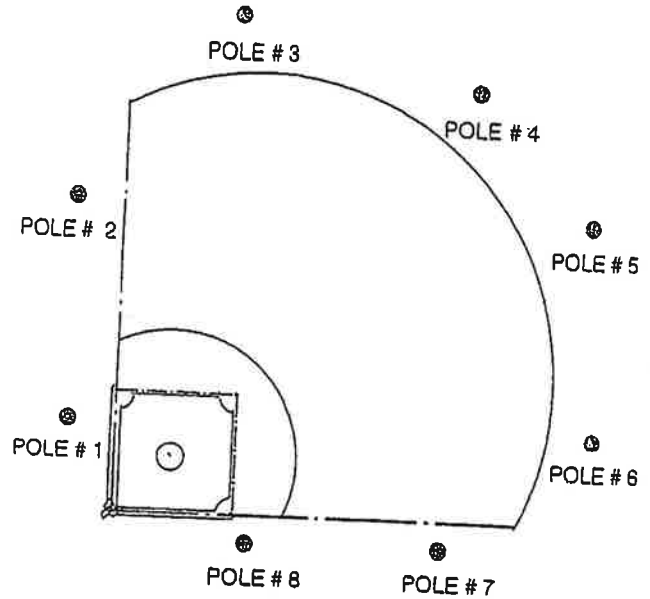


MONTGOMERY GATEWAY  
LITTLE LEAGUE

# SPORT LIGHTING FIELD SURVEY

**ENOS JONES**  
**BASEBALL FIELD**

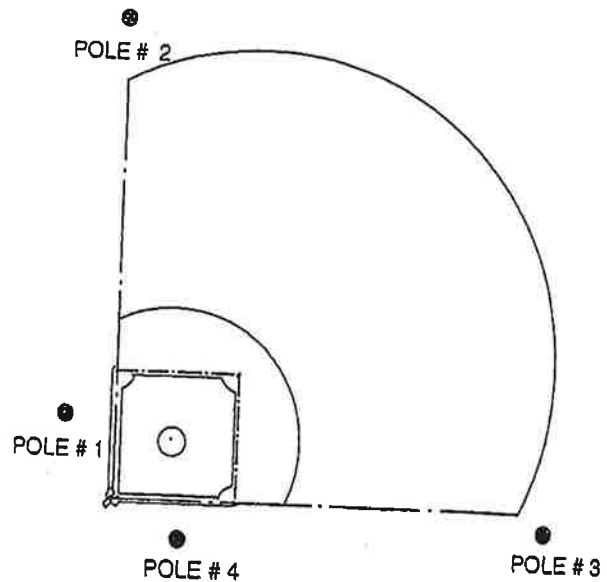
<u>POLE #</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	9	OK
2	9	OK
3	19	OK
4	9	9
5	9	OK
6	8	OK
7	7	√1
8	16	OK



**ENOS JONES**  
**BASEBALL FIELD**

**ENOS JONES**  
**LITTLE LEAGUE**

<u>POLE #</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	4	√1
2	8	√3
3	8	OK
4	4	OK

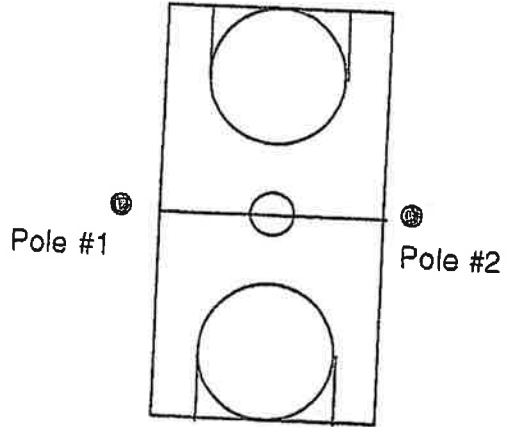


**ENOS JONES**  
**LITTLE LEAGUE**

# SPORT LIGHTING FIELD SURVEY

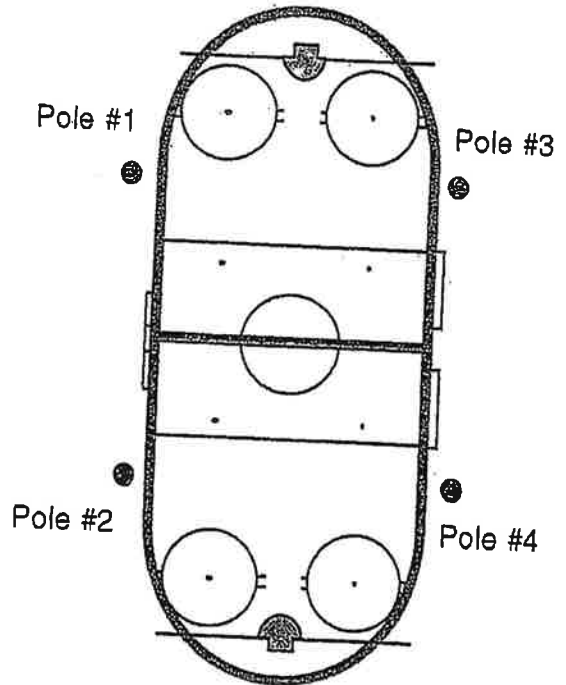
**ENOS JONES**  
**BASKETBALL COURT**

<u>POLE #</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	2	OK
2	2	OK



**ENOS JONES**  
**HOCKEY RINK**

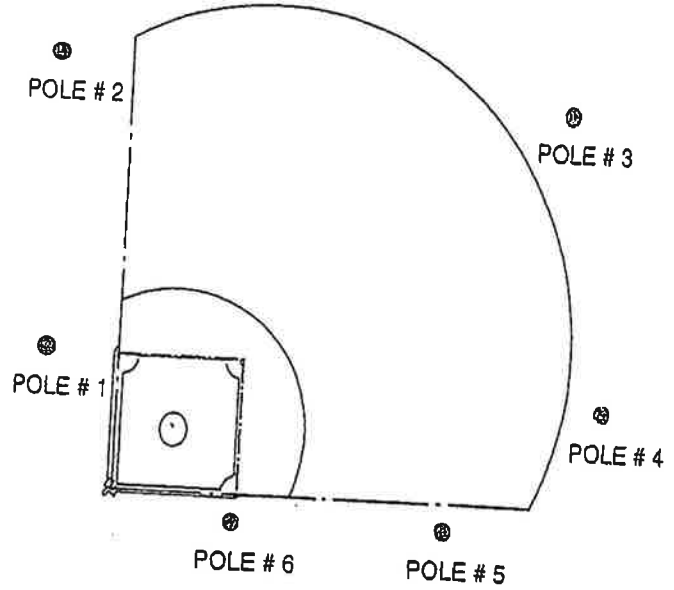
<u>POLE #</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	2	OK
2	2	OK
3	2	OK
4	2	OK



# SPORT LIGHTING FIELD SURVEY

## BAYSIDE LITTLE LEAGUE

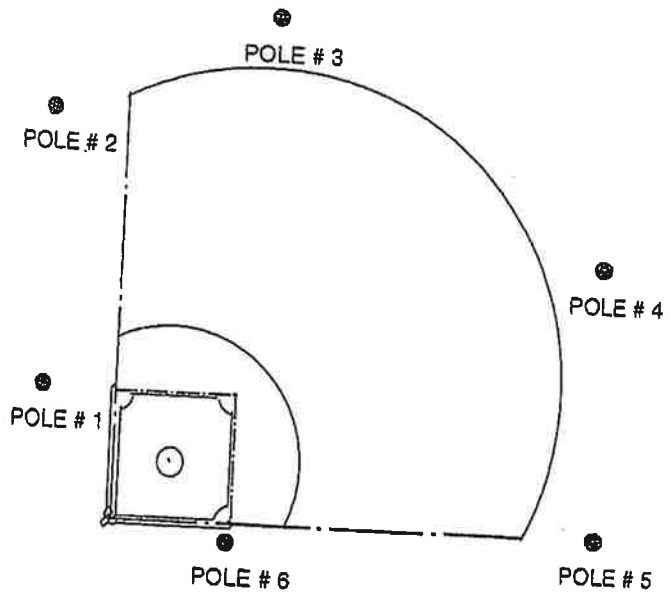
<u>POLE #</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	3	0
2	5	0
3	5	0
4	5	0
6	3	0



## BAYSIDE LITTLE LEAGUE

## BAYSIDE PRACTICE FIELD

<u>POLE #</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	3	0
2	5	0
3	5	0
4	5	0
5	5	0
6	12	0

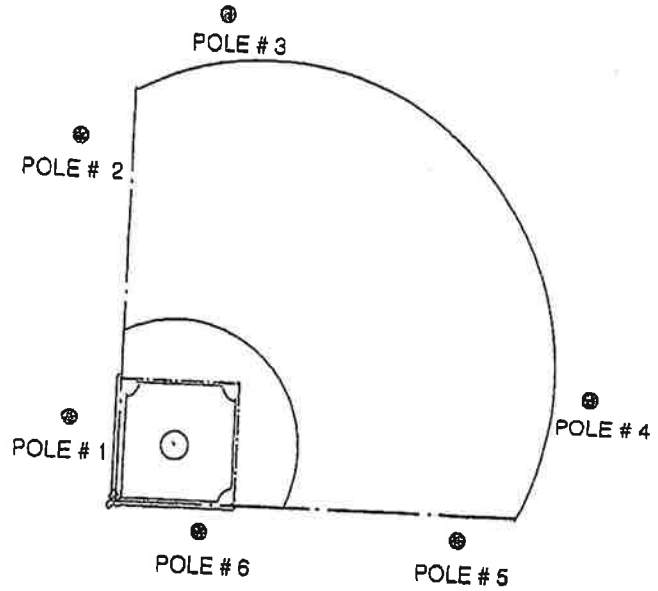


## BAYSIDE PRACTICE FIELD

# SPORT LIGHTING FIELD SURVEY

## LINCOLN PARK WEST REGULATION FIELD

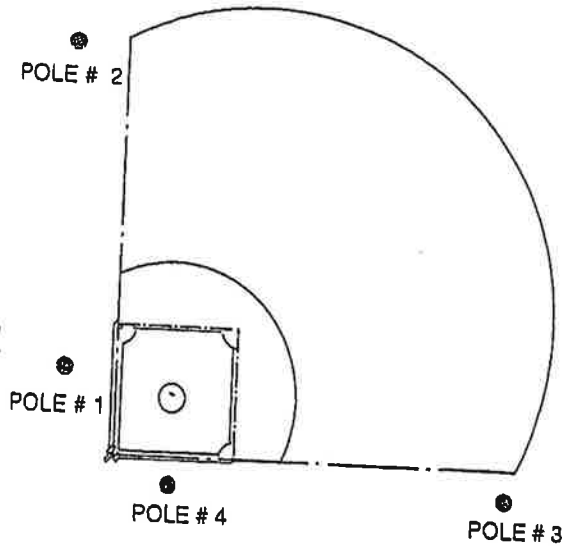
<u>POLE #</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	6	OK
2	15	√4
3	14	OK
4	11	√5
5	15	√8
6	6	√2



## LINCOLN PARK REGULATION

## LINCOLN PARK WEST SOFTBALL FIELD

<u>POLE #</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	4	OK
2	7	√2
3	7	OK
4	4	√1



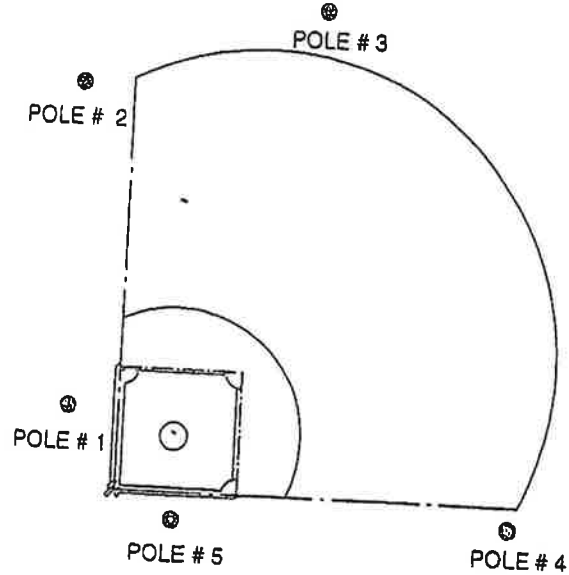
## LINCOLN PARK SOFTBALL



# SPORT LIGHTING FIELD SURVEY

## LINCOLN PARK WEST BABE RUTH FIELD

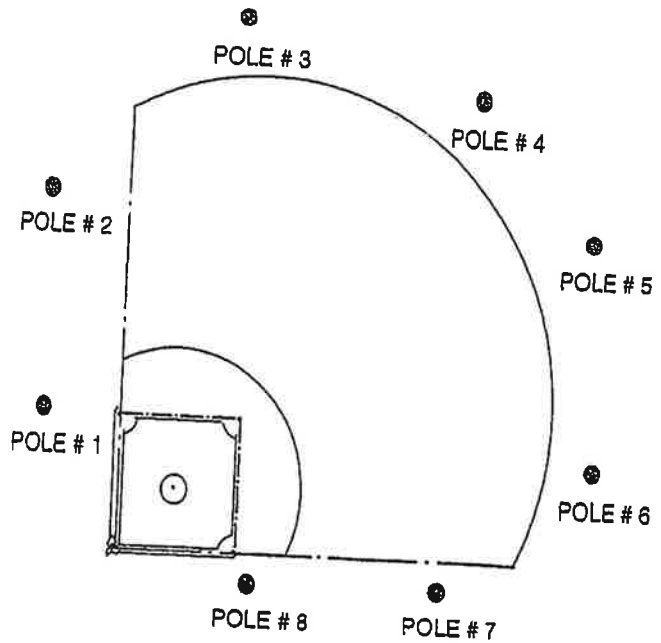
<u>POLE #</u>	<u># OF FIXTURES</u>	<u># OUTS</u>
1	6	√3
2	11	OK
3	12	√3
4	17	√17
5	6	OK



## LINCOLN PARK BABE RUTH

## WEST SIDE LITTLE LEAGUE

<u>POLE #</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	3	OK
2	3	OK
3	2	√1
4	2	OK
5	2	OK
7	3	√3
8	3	√3

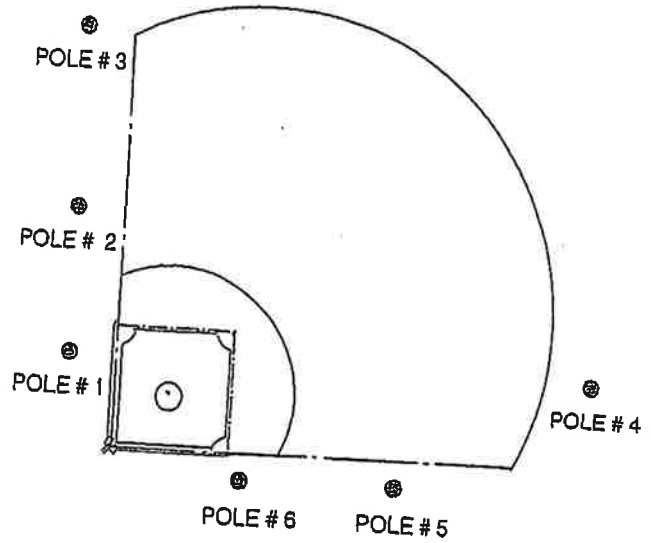


## WEST SIDE LITTLE LEAGUE

# SPORT LIGHTING FIELD SURVEY

## METRO FIELD

<u>POLE #</u>	<u># OF FIXTURES</u>	<u># OUT</u>
1	9	OK
2	14	√ 3
3	12	√ 2
4	14	√ 1
5	15	√ 1
6	9	√ 1



## METRO FIELD

# **BID PROPOSAL DOCUMENTS**



**Proposal – Continue****Attachment to Proposal:**

The bidder is required to submit the following detailed evidence that he has a competent organization which has done construction work similar in amount, value, cost and character, and has sufficient equipment available for the execution of the Contract.

The following attachments shall be submitted by the bidder and are hereby made part of this proposal:

- \* 1. A sworn statement of work performed during the last three (3) years. (See attached from Entitled "Certificate of Experience").
- \* 2. A sworn statement of Plant & Equipment Questionnaire for use on this project, consisting of four (4) sheets. (See attached from entitled" Plant and Equipment Questionnaire").
- 3. Affidavit of Non-Collusion. (See attached form entitled "Non-Collusion Affidavit).
- \* 4. Statement of Ownership Disclosure. (See attached from)
- \* 5. Bid Guarantee
- 6. Consent of Surety –**Not Required for this bid**
- 7. Disclosure of Investment Activities In Iran
- 8. Equality Information on Substituted Items
- 9. Exhibit B: Mandatory Equal Employment Opportunity Language for Construction Contracts
- 10. Contractor's Compliance Plan
- 11. Supplier Diversity Bidder Questionnaire
- 12. Certificate of Contractor's Registration issued by the State of N.J. Department of Labor pursuant to L.1999, c 238
- 13. Business Registration Certificate issued by the State of New Jersey Department of the Treasury Pursuant of P.L. 2004, c 57
- \* 14. Written acknowledgment of Receipt of addendum (if issued)
- \* **Failure to include the Bid Documents listed immediately above that are marked with an asterisk (\*) shall result in automatic rejection of the Bid at the time of the bid reception.**

**GC 19 SCHEDULE OF SUBMITTALS****"SCHEDULE OF REQUIRED SUBMITTALS"**

<b>Submittals Item</b>	<b>Time of Submission</b>	<b>Consequence of Non-Compliance</b>
Bid Proposal	Prior to Bid Opening	Bid Rejected
Certificate of Experience of General Contractor	With Bid Proposal	Bid Rejected
Plant and Equipment Questionnaire of General Contractor	With Bid Proposal	Bid Rejected
Supplier's Qualification Statement	With Bid Proposal or within 24 hours of Bid Opening	Bid May Be Rejected
Non-Collusion Affidavit	With Bid Proposal or within 24 hours of Bid Opening	Bid May Be Rejected
Statement of Ownership Disclosure	With Bid Proposal	Bid Rejected
Disclosure of Investment Activities in Iran	With Bid Proposal or within 24 hours of Bid Opening	Bid May Be Rejected
New Jersey Business Registration Certificate	With Bid Proposal or prior to the contract award	Bid May Be Rejected
Contractor's Compliance Plan	With Bid Proposal or within 24 hours of Bid Opening	Bid May Be Rejected
Supplier Diversity Bidder Questionnaire	With Bid Proposal or within 24 hours of Bid Opening	Bid May Be Rejected
Exhibit B Mandatory Equal Employment Opportunity Language	With Bid Proposal or within 24 hours of Bid Opening	Bid May Be Rejected
Bid Guarantee	With Bid Proposal	Bid Rejected
Insurance Certificate	Prior to execution of a contract by the City	Forfeiture of Bid Security
Performance and Payment Bond	Prior to execution of a contract by the City	Forfeiture of Bid Security
Execution of Contract Agreement	Within 10 days of City Notice of Contract Award	Forfeiture of Bid Security
Material Certification	Prior to deliver to site	Removal of unapproved materials or default of Contract
Commencement of Work	Within 10 days of receipt executed contract or as stated in "Notice to Proceed"	Default of Contract
Claims for Extra Cost	Within 48 hours of instruction from City's designee	Denial of Claim
Acknowledgment of Receipt of Addendum	With Bid Proposal	Bid Rejected

The contractor shall provide all submittals required under this Contract whether or not listed above.

**P.L. 2004, c. 57 (N.J.S.A. 52:32- 44 )**  
**MANDATORY BUSINESS REGISTRATION LANGUAGE**  
Construction Contracts

P.L. 2004, c. 57 (chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities to the requirements of the Local Public Contracts Law (N.J.S.A.40A:11-2).

**“ New Jersey Business Requirements”**

The contractor shall provide written notice to its subcontractors of he responsibility to submit proof of business registration to the contractor to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [ N.J.S.A. 52:32-44(g)(3) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on al sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001,c.134 (N.J.S.A. 52:32-44 et a.), or subsection e. or f. or section 92 of P.L.197,c.110 c. 5:12-92),or that provides false business registration information under the requirements of either those sections, shall be liable for penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**BID PROPOSAL CHECK LIST**

The following documents are to be completed and submitted with the bid proposal. Compliance shall be indicated by placing initials on the line preceding each item attached:

\* DB  
DB  
\* DB  
DB  
DB  
\* DB  
DB  
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\* DB  
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\* DB  
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\* DB  
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DB

- List of Prices
- Grand Total Bid Price
- Alternate(s),if applicable, with supporting documentation, if applicable.
- Substitution, if applicable, are attached in conformance with the Information to Bidders, Article 18, Substitutions
- Non - Collusion Affidavit
- Statement of Ownership Disclosure
- Disclosure of Investment Activities in Iran
- Forms MWB-3 Minority/Women Business Compliance Plan (3 Forms)
- Supplier Diversity Bidder Questionnaire
- Exhibit B: Mandatory Equal Employment Opportunity Language (N.J.S.A. 10-5-31 et seq.) (N.J.A.C. 17:27).Construction Contracts must be signed.
- Bid Guarantee
- Certificate of Contractor's State of New Jersey Department of Labor Registration
- Certificate of Experience of General Contractor
- Plant and Equipment Questionnaire completed by General Contractor
- New Jersey Business Registration Certificate
- Written acknowledgment of addendum (If issued)
- Consent of Surety (**Not required for this bid**)

\* Failure to include the Bid Documents listed immediately above that are marked with an asterisk (s) shall result in automatic rejection of the Bid at the time of the bid reception



**BID PROPOSAL**

**LIST OF PRICES:**

**Item No. 1 – Seasonal Start –Up Service**

The bidder agrees to provide all labor, incidental material, equipment and service required to perform the seasonal start –up as described in the Specifications for the lump sum bid price of (broken down for each facility):

<u>Site</u>	<u>Address</u>	<u>Bid Price for Seasonal Start -Up</u>	
A. Pershing Field	Central & Manhattan Ave	\$ 6,500.00	
B. Mary Benson	Merseles Ave & Newark Ave	\$ 150.00	(Lights Only)
C. Country Village Park Little League	Sycamore Rd & Columbia Dr.	\$ 3,000.00	
D. Caven Point Recreation Facility	Caven Point Rd & Chapel Ave	\$ 9,560.00	
E. Roberto Clemente	6 <sup>th</sup> St. & Manilla Avenue	\$ 100.00	
F. Montgomery Gateway Recreational Complex	Merseles & Grand Street	\$ 6,150.00	(Lights Only)
G. Enos Jones Field	8 <sup>th</sup> St, & Brunswick Ave	\$ 4,420.00	
H. Westside Little Lague	Westside & Pavonia Ave	\$ 3,210.00	
I. Bayside Park Fields	80 Garfield Ave	\$ 150.00	
J. Lincoln Park West	Lincoln Park West of Route 1 & 9	\$ 8,970.00	
K. Metro Field	West Side Ave	\$ 4,350.00	
L. Berry Lane Park	1000 Garfield Ave	\$ 3,000.00	
M. Initial sets of material (three (3) sets of lamps and ballasts). Total cost including mark up		\$ 680.00	
fifty thousand two hundred forty dollars		\$ 50,240.00	
<b>TOTAL BID PRICE ITEM # 1</b>	(In Writing)	\$	(In Figures)

The Bid Price for seasonal start-up shall include all costs including direct and indirect salary, fringe benefits overhead, profit, equipment (owned and rented), etc., including bucket trucks and other lifting equipment

**BID PROPOSAL – CONTINUE**

**Item No. 2 Year Round Service**

The Bidder agrees to provide year round service, as outline in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful Bidder shall be paid based upon actual quantity of time used, however, it shall not to exceed the estimated quantity without prior written approval by the City’s Purchasing Agent.

A. 250 Hours (Estimated Quantity) Times \$ <u>350</u> /Hours = \$	<u>87,500.00</u>
Unit Cost Electrician	Extended Cost
B. 175 Hours (Estimated Quantity) Times \$ <u>190</u> /Hours = \$	<u>33,250.00</u>
Unit Cost Helper	Extended Cost

one hundred twenty thousand seven hundred fifty dollars

<b>TOTAL BID PRICE ITEM # 2</b>	\$	<u>120,750.00</u>
(In Writing)		(In Figures)

NOTE: ALL UNIT PROCE FOR LABOR SHALL INCLUDE ALL COSTS INCLUDING DIRECT AND INDIRECT SALARY, FRINGE BENEFITS, OVERHEAD, PROFIT, EQUIPMENT (OWNED AND RENTED). ETC., INCLUDING BUCKET TRUCKETS AND OTHER LIFTING EQUIPMENT NECESSARY TO PERFORM THE WORK.

**Item No. 3- Parts Allowance**

Included in the total bid amount will be the sum of fifteen Thousand (\$15,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specifications under Year Round Service.

Fifteen Thousand Dollars  
(In Writing)

\$15,000.00  
In Figures

Certificate Number  
637081

Registration Date: 04/23/2020  
Expiration Date: 04/22/2022



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**Responsible Representative(s):**  
David Indursky, President

**Encon Mechanical**  
**2020**

Handwritten signature of Robert Asaro-Angelo in black ink.

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

**BID PROPOSAL – Continued**

**GRAND TOTAL PRICE ITEMS 1 THROUGH 3**

The price shall include all labor, materials, equipment, removal of discarded parts, ect., and all other services to complete all work as specified. The contractor shall be paid based upon the actual quantities used, however it shall not exceed the estimated quantity without prior issuance of a change order.

one hundred eighty five thousand nine hundred ninety dollars

_____	\$	185,990.00
(In Writing)		(In Figures)

The contract will be awarded on the grand total amount for item nos. 1 through 3 above. However, it is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of the time needed; therefore, the actual Contract price, which cannot be determined until completion of the project, may be for a sum either greater than or less than the Grand Total Bid above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have options to renew the contract for up to two (2) additional one (1) year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The index rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the implicit price Deflator for State and Local Government Purchase of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

1. CERTIFICATE OF EXPERIENCE

\_\_\_\_\_ hereby certifies that Encon \_\_\_\_\_ has performed the following work within the past three (3) years:

Name of Owner	Amount of Contract	Type of Work	Owner's Representative in charge of Work (Inc. Address and Phone)	Approximate Dates
Phelps Construction	218,303	Rothman Ortho	Mark Campione 973-402-0004	2020
Sweet Construction	116,079	Devry University	Brian Ruzbarsky 732-764-8877	2020
Estock Piping	37,817	Southern Regional	Joe Estock 609-291-1989	2020
EMC	28,765	Target Paramus	Derrick Smith 952-885-3852	2020
Loreal USA	13,975	30T Comp Vac and Air Dryer	William Daddato 732-680-5695	2019
Covanta Essex	20,203	Essex Misc Ltg	Dave Nunn 973-817-7848	2020
Sweetwater	27,925	Ogilvy	Anthony Princiotta 732-922-1143	2019

Encon Mechanical

\_\_\_\_\_  
Name of Bidder

[Signature]  
By

Title President

[Signature]  
Witness

**IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER.**

2. PLANT AND EQUIPMENT QUESTIONNAIRE

Submitted to City of Jersey City

By Encon Mechanical **A Corporation**  
A Co-partnership  
An Individual

Principal Office 3433 Sunset Ave, Ocean NJ 07712

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

- a. In what manner have you inspected the proposed work? Explain in detail.  
Via provided drawings
- b. Explain your plan or layout for performing the proposed work.  
Schedule as needed
- c. The work, if awarded to you, will have the personal supervision of whom?  
Dennis Lucas, Electrical Manager
- d. Do you intend to do the grading on the proposed work with your own forces? Yes If so, give type of equipment to be used.
- e. Do you intend to sublet any portions of the work? No  
If so, it is mandatory pursuant to N.J.S.A. 40A:11-16 that you list the names of those subcontractors under each discipline below, failure to do so will automatically result in rejection of the bid.

F. Give full information about all of your contracts, whether private or government contacts, whether prime of sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED AND BILLED	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
Bright Future	Tinton Falls	Health South	220,660	219,916	744	9/20
Costanza Builders	Bridgewater	Laurel Circle CCRC Reno	591,511	85,651	505,860	3/21
Covanta Essex	Newark	Essex Ash Discharger	101,765	0	101,765	10/20
Covanta Essex	Newark	Essex, Misc electrical	45,485	0	45,485	11/20
Covanta Plymouth	Conshohocken PA	Plymouth Ash Alley Cable Relocate	173,329	146,997	26,332	10/20
Covanta Plymouth	Conshohocken PA	Plymouth Ash Seperator	15,895	2,000	13,895	11/20
Covanta Plymouth	Conshohocken PA	Plymouth Ash Alley Phase 2	322,105	0	322,105	12/20
Gilbane Building	Clark	Loreal Phase I	1,109,125	615,534	493,591	1/21
Gilbane Building	Warren	Rotras 2nd Floor Electrical	312,843	202,583	110,260	9/20
Haas Construction	Florham Park	Kishner Florham Park	238,450	34,705	203,745	11/20
<b>TOTALS</b>			On next page			

F. Give full information about all of your contracts, whether private or government contacts, whether prime or sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED AND BILLED	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
JRD Construction	Neptune	RWJBH Electrical	159,260	9,250	150,010	02/21
Sweetwater Construction	Eatontown	Atlantic Eye Electrical	776,420	97,312	679,108	07/21
<b>TOTALS</b>			<b>4,066,847</b>	<b>1,413,947</b>	<b>2,652,899</b>	



g. What equipment do you own that is available for and intended to be used on the proposed project?

QTY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	COND.	YRS. OF SERVICE	PRESENT LOCATION
1		Service Truck	good	4	Encon shop
2		Service Vans	new	1	Encon Shop

h. What equipment do you intend to purchase or lease for use on the proposed project?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC	APPROXIMATE COST	
			PURCHASE	LEASE
1		15 Ton Crane		X

i. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

yes

The undersigned hereby declare(s) \_\_\_\_\_ that the items of equipment in Table 1 are owned by Encon, and are available for and intended to be used on the Project, if City of Jersey City awarded the Contract, and that he/they propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

Dated at \_\_\_\_\_ this 17<sup>th</sup>

day of September 2020,

Encon  
Name of Organization

By [Signature]  
President  
Title of Person Signing

STATE OF New Jersey

COUNTY OF Ocean ss:

David Indusky  
President, Being duly sworn, deposes and says that he is of the above Encon  
Name of Organization

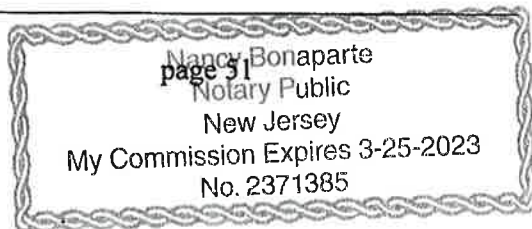
and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this 17<sup>th</sup>

day of September, 2020,

Nancy Bonaparte  
Notary Public

My commission expires \_\_\_\_\_



1. NON-COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY)

ss:

COUNTY OF HUDSON )

I, David Indusky of the City of Ocean, in the County of Monmouth  
and

the State of New Jersey, of full age, being duly sworn according to law, upon my oath depose and say that:

I am President of the firm of Ercon the bidder making the Proposal for the above named project and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

Ercon  
(Name of Contractor)

[Signature]  
(Also type or print name of affiant under signature) David Indusky

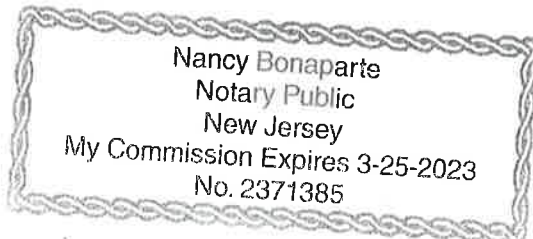
ATTEST: Melissa Fullerton  
[Signature]  
Secretary

(Affix Corporate Seal)

Sworn and subscribed to before me  
this 17<sup>th</sup> day of September, 2020

Nancy Bonaparte  
NOTARY PUBLIC  
My commission expires on: \_\_\_\_\_

page 52



CITY OF JERSEY CITY, NEW JERSEY 07307  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

COMPANY NAME: Encon

**PART 1: CERTIFICATION**  
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at [http://www.state.nj.us/treasury/purchase/pdf/Chapter25\\_list.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25_list.pdf). Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

- I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**OR**

- I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name	<u>David Indusky</u>	Relationship to Bidder/Offeror	<u>Officer</u>
Description of Activities	<u>President of Corporation</u>		
Duration of Engagement	<u>NA</u>	Anticipated Cessation Date	<u>NA</u>
Bidder/Offeror Contact Name	<u>Dennis Lucas</u>	Contact Phone Number	<u>732-709-6053</u>

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): David Indusky Signature: [Signature]  
 Title: President Date: 9/17/2020

**STATEMENT OF OWNERSHIP DISCLOSURE**

**N.J.S.A. 52:25-24.2 (P.L. 1977, c. 33, as amended by P.L. 2016, c. 43)**

This statement shall be completed, certified to, and included with all bid and proposal submissions, Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Encon

Organization Address: 3433 Sunset Ave, Ocean NJ 07712

**Part I** Check the box that represents the type of business organization:

- Sole Proprietorship (skip parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)  Limited Liability Company (LLC)
- Partnership  Limited Partnership  Limited Liability Partnership (LLP)
- Other (be specific): S Corp.

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home address (for Individuals) or Business Address
David Indusky	3433 Sunset Ave, Ocean NJ

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to website (s) containing the last annual filing (s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing (s) that contain the information on each such person. Attach additional sheets if more space is needed.

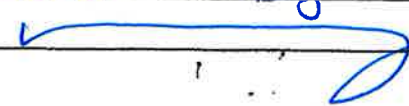
Website (URL) containing the last annual SEC ( or foreign equivalent ) felling	Page #'s
NA	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and /or limited liability company (LLC) listed in part II other than for any publicly traded parent entities referenced above. The disclosure shall be continue until names and address of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
NA	

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City Of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with City Of Jersey City to notify the City Of Jersey City in writing of any changes to the information contained herein; that I am aware that it is criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement (s) with the, permitting the City Of Jersey City to declare any contract (s) resulting from this certification void and unenforceable.

Full Name (Print):	David Indusky	Title:	President
Signature :		Date:	9/17/2020

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/  
AFFIRMATIVE ACTION (AA) REQUIREMENTS  
FOR CONSTRUCTION CONTRACTS**

**Questions in reference to EEO/AA requirements for Construction  
Contracts should be directed to:**

**Jeana F. Abuan  
Acting Director  
EEO/AA/Public Agency Compliance Officer  
Department of Administration  
Office of Tax Abatement & Compliance  
13-15 Linden Avenue 2<sup>nd</sup> Floor  
Jersey City NJ 07305  
Tel. # 201-547-4538  
E-Mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)**

Rev. 02/10/12

**Minority/Women Business Participation  
In City Construction Contracts  
City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action**

**I Policy**

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

**II Purpose**

The city has adopted regulations to assure that bidders receiving City Constructions are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc, and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.



**III Suggested participation level for minority and women owned subcontractors:**

- A. Suggested levels of participation for minority owned subcontractors and women owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of new Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and women owned businesses (M/WB's) providing various categories of goods and services. Minority and/ or women owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or women owned businesses that are not so registered will be accepted as such pending completion of the registration process, on recommendation of the Minority/ Women Business Enterprise Development Program (MWBE Director).
- B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.
- C. Suggested participation levels for this project are:

Minority Owned .....20% of the total dollar amount of the contract

Woman owned .....20% of the total dollar amount of the contract

**IV Availability of information/referral lists of minority/women businesses**

- A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in

any way the provision that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . . ", or any other provision of these specifications.

**V. Bidders will submit with bid proposal:**

1. Plan for outreach to and utilization of minority and/or women owned businesses as subcontractors, including bidder's anticipated level for M/WB's in each specialty, which parts of the contact bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the architect Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWB director for review.

**VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:**

- A. MWBE director will review forms/information submitted by apparent lowest responsible bidder (or three lowest responsible bidders) as part of the bid/proposal, for compliance with nondiscrimination and minority/ women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder ( or three lowest ) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may resulted in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.
- C. MWBE review will include

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, director will attempt to ascertain whether said subcontractors are in fact person of color and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II If MWBE Director has reason to believe the proposed subcontractor is not a bona fide or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWB participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels.

**D. Findings/Recommendations as to compliance**

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.

If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.

3. If said review indicates that the bidder has made reasonable efforts to include minority as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions.
4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, has or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on finding of discrimination may request and receive a hearing in accordance with applicable law (local, state and federal).
5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

**VII Awarding of contract**

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business Program requirements and the MWB participation levels agreed upon.
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/ women subcontractors as appropriate.

(REVISED 4/13)

**EXHIBIT B**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO

**EXHIBIT B (2 of 4)**

Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

**EXHIBIT B (3 of 4)**

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

**EXHIBIT B (4 of 4)**

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT B**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Construction Contracts**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): David Indusky, President

Representative's Signature: [Signature]

Name of Company: Enecon Tel. No.: 732-922-1205 Date: 9/17/2020



# STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201  
Revised 11/11

## INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: [https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa201ins.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa201ins.pdf)

1. FID NUMBER <b>22-3513632</b>		2. CONTRACTOR ID NUMBER <b>345101060600</b>		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDDING CONTRACT Name: Address:	
3. NAME AND ADDRESS OF PRIME CONTRACTOR <b>Encon</b> (Name) <b>3433 Sunset Cwe</b> (Street Address) <b>Ocean NJ 07712</b> (City) (State) (Zip Code)				CONTRACT NUMBER      DATE OF AWARD      DOLLAR AMOUNT OF AWARD	
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]				6. NAME AND ADDRESS OF PROJECT Name: Address:	
				7. PROJECT NUMBER	
				8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input checked="" type="checkbox"/>	

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN	19	7	0	0	9	4	0	0		
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

10. David Indusky (Please Print Your Name) President (Signature) (Title)

732-922-1305 (Area Code) (Telephone Number) (Ext.) 9/17/2020 (Date)

**INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT  
WORKFORCE REPORT – CONSTRUCTION (AA201)**

**DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS**

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior signing the contract.

**THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING  
THE CONTRACT AND FORWARD A COPY TO:**

**NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT  
P.O. BOX 209  
TRENTON, NJ 08625-0209  
(609) 292-9550**

FORM AA-202  
REVISED 11/11

**State Of New Jersey**  
Department of Labor & Workforce Development  
Construction EEO Compliance Monitoring Program

**MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION**

For instructions on completing the form, go to:  
[https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/comp/aa202ins.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/comp/aa202ins.pdf)

1. Name and address of Prime Contractor		2. Contractor ID Number	3. F ID or SS Number
NAME:			4. Reporting Period
ADDRESS:			5. Public Agency Awarding Contract
			Date of Award
		6. Name and Location of Project	7. Project ID Number
COUNTY:			

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSI- FICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL NO OF M/F EMP	13. WORK HOURS		14. % OF WORK HRS		15. CUM. HOURS		16. CUM. % OF W/H	
				A	B	C	D	E	F		TOTAL	A	B	A	B	A	B	
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES		WORK HOURS	MAX. W/H	FEMALE W/H	% OF W/H	% OF FEMALE W/H	WORK HOURS	FEMALE HOURS	% OF W/H
			J															
			AP															
			J															
			AP															
			J															
			AP															
			J															
			AP															
			J															
			AP															

17. COMPLETED BY (PRINT OR TYPE) \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

AREA CODE: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

DEPT. OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

**INSTRUCTIONS FOR COMPLETING MONTHLY PROJECT WORKFORCE REPORT- (AA202)**

1. Enter the prime contractor's name, address and zip code number.
2. Enter the **CONTRACTOR ID NUMBER** assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
3. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has not been applied for or issued, or if your business is such that it will not receive a Federal Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
4. Reporting Period - enter the beginning and ending dates of the month for the report being submitted. (i.e., 1/1/00 – 1/31/00).
5. Enter the complete name of the public agency awarding the contract. Include the date of contract award.
6. Enter the name and location of the project, including the county in which the project is located.
7. Enter the **PROJECT NUMBER** assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
8. Enter the company name(s) of the contractor(s) performing work at the construction site. List the prime contractor first with subcontractor(s) following.
9. Enter the total percent (%) of project work the contractor or subcontractor has completed, to date.
10. Identify the trades or crafts applicable to the prime contractor and each subcontractor listed in column #8. Use a single line for each trade or craft.
11. Enter the total number of employees for each contractor at each level of classification (J=Journeyworker, AP=Apprentice) and the total number of each minority group - Black, Hispanic, American Indian, Asian and Female. Note: Column A shall include Total Number of employees. Columns B-E shall also include minority females. Column F shall include both non-minority and minority females.
12. Enter the total number of minority employees for each employer at each level of classification. Note: This shall be the sum of columns B-E.
13. Enter the Total Monthly work hours for all employees in each craft at each level of classification.  
(A) Enter the Total Monthly minority work hours for each craft at each level of classification (Columns B-E).  
(B) Enter the Total Monthly female work hours for each craft at each level of classification (Column F).
14. (A) Enter the Total Monthly PERCENT of minority work hours for each craft at each level of classification.  
(B) Enter the Total Monthly PERCENT of female work hours for each craft at each level of classification.
15. Enter the Total Cumulative work hours for each craft at each level of classification.  
(A) Enter the Total Cumulative minority work hours for each craft at each level of classification.  
(B) Enter the Total Cumulative female work hours for each craft at each level of classification.
16. (A) Enter the Cumulative Percent of minority work hours for each craft at each level of classification.  
(B) Enter the Cumulative Percent of female work hours for each craft at each level of classification.
17. Print or type the name of the company official submitting the report; include signature, title, telephone number, and date the report is submitted.

**THE CONTACTOR SHOULD RETAIN ONE COPY AND SUBMIT A COPY TO THE PUBLIC AGENCY WHICH AWARDED THE CONTRACT. ANOTHER COPY MUST BE FORWARDED TO:**

New Jersey Department of Labor & Workforce Development  
Construction EEO Compliance Monitoring Program  
PO Box 209  
Trenton, NJ 08625-0209  
609 292-9550

**CONTRACTOR'S COMPLIANCE PLAN**

**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

**City of Jersey City  
Department of Administration / Office of Tax Abatement  
and Compliance**

**Project:** Sports Lighting and Scoreboards at numerous ballfields # Parks MTC 2020

**Contractor:** Encon Mechanical Bid Amt. \$ 185,990.00

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Woman	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
Electrical				X

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 10% unless specifically agreed to by the Office of Tax Abatement and Compliance

CONTINUED ON NEXT PAGE

**CONTRACTOR'S COMPLIANCE PLAN**

**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

**City of Jersey City  
Department of Administration / Office of Tax Abatement  
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Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Woman	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
Electrical				X

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 10% unless specifically agreed to by the Office of Tax Abatement and Compliance

CONTINUED ON NEXT PAGE

**COMPLIANCE PLAN** Page 2

Project Sports Lighting and Scoreboards at numerous ballfields Parks MTC 2020

**2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:**

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
N/A					

**3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?**

N/A

Name of Contractor Encon

By: Signature 

Type or print name/title: David Indusky, President

Telephone No: 732-922-1305 Date 9/17/2020

**OFFICE OF TAX ABATEMENT & COMPLIANCE**

**COMPLIANCE PLAN Page 2**

Project Sports Lighting and Scoreboards at numerous ballfields Parks MTC 2020

**2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:**

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
N/A					

**3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?**

N/A

Name of Contractor Exxon

By: Signature [Signature]  
 Type or print name/title: David Indusky, President

Telephone No: 732-922-1305 Date \_\_\_\_\_

**OFFICE OF TAX ABATEMENT & COMPLIANCE**





**CITY OF JERSEY CITY**  
**DEPARTMENT OF BUSINESS ADMINISTRATION**  
**OFFICE OF DIVERSITY AND INCLUSION**



## SUPPLIER DIVERSITY DEFINITIONS

**Minority Owned-** a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan Native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Owned-** a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women

**Veteran Owned-** a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a person or persons who are veterans.

"Veteran" means any citizen and resident of this State now or hereafter honorably discharged or released under honorable circumstances who served in any branch of the Armed Forces of the United States or a Reserve component thereof for at least 90 days and shall include disabled veterans.

**Disability Owned-** a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a person or persons with a disability.

**Lesbian, Gay, Bisexual, Transgender Owned-** a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by an LGBT person or persons.

THE CITY OF JERSEY CITY IS AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER AND COMPLIES WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS IN EMPLOYMENT AND CONTRACTING.



CITY OF JERSEY CITY  
DEPARTMENT OF BUSINESS ADMINISTRATION  
OFFICE OF DIVERSITY AND INCLUSION



SUPPLIER DIVERSITY BIDDER QUESTIONNAIRE

The City of Jersey City is committed to ensuring that its utilization of vendors reflects the diversity of its community. Please complete this form to assist us with monitoring our supplier diversity performance.

Business Name: Encon Mechanical  
Address: 3433 Sunset Ave Ocean NJ 07712  
Phone: 732-922-1305  
Email: DLucas@EnconMech.com  
Contact Name: DLucas@EnconMech.com - Dennis Lucas

Please indicate if your business qualifies as any of the following: (See definitions for clarification)

- Minority Owned
- Woman Owned
- Veteran Owned
- Disability Owned
- Lesbian, Gay, Bisexual, Transgender Owned
- None

Please indicate if your business is currently certified by an authorized certifying body as any of the following:

- Minority Business Enterprise
- Woman Business Enterprise
- Veteran Business Enterprise
- Disability Owned Business Enterprise
- Lesbian, Gay, Bisexual, Transgender Business Enterprise
- Disadvantaged Business Enterprise
- Small Business Enterprise
- None

THE CITY OF JERSEY CITY IS AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER AND COMPLIES WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS IN EMPLOYMENT AND CONTRACTING.

**APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

The contractor and the President of Encon, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): David Indusky  
Representative's Signature: [Signature]  
Name of Company: Encon  
Tel. No.: 732.922.1305 Date: 9/17/2020

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

038219 / M 3814249

BR# 141 PBR14105

394363



TOMS RIVER, NEW JERSEY

DATE 09/16/2020 <sup>49-55</sup>/<sub>1031</sub>

Ref.

PAY  
TO THE  
ORDER OF

CITY OF JERSEY CITY

\$18,599.00

\*\*\*EIGHTEEN THOUSAND FIVE HUNDRED NINETY NINE and 00/100\*\*\* DOLLARS

DRAWER: OCEANFIRST BANK

*Cory Pestway* <sup>MP</sup> *John Cook* <sup>MP</sup>  
AUTHORIZED SIGNATURE(S)

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.  
P.O. BOX 9476, MINNEAPOLIS, MN 55480  
DRAWEE: BOKF, NA  
EUFAULA, OK

⑈394363⑈ ⑆103100551⑆ ⑆0160010711020⑈

*Copy*

07/26/05

Taxpayer Identification# 223-513-632/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

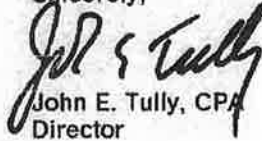
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

**ENCON MECHANICAL CORPORATION**

ADDRESS:

**3433 SUNSET AVENUE  
OCEAN NJ 07712**

EFFECTIVE DATE:

**04/15/97**

TRADE NAME:

SEQUENCE NUMBER:

**0690856**

ISSUANCE DATE:

**07/26/05**

  
Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

# Appendix

# Berry Lane Park



# Control System Summary

## Project Specific Notes:

### Materials Checklist

#### Contractor/Customer Supplied:

- A single control circuit must be supplied per distribution panel location.
  - If the control voltage is NOT available, a control transformer is required.
- Electrical distribution panel to provide overcurrent protection for circuits
  - Thermal/Magnetic circuit breaker sized per full load amps on Circuit Summary by Zone Chart
- Wiring:
  - Dedicated control power circuit
  - Power circuit to and from lighting contactors
  - Monitoring circuit from surge protection device to Control and Monitoring cabinet 1
  - Harnesses for cabinets at remote locations
  - Means of grounding, including lightning ground protection
- Electrical conduit wireway system
  - Entrance hubs rated NEMA 4; must be die-cast zinc, PVC, or copper-free die-cast aluminum
- Mounting hardware for cabinets
- Control circuit lock-on device to prevent unauthorized power interruption to control power
- Anti-corrosion compound to apply to ends of wire. If necessary

Call Control-Link Central(TM) operations center at 877/347-3319 to schedule activation of the control system upon completion of the installation.  
 Note: Activation may take up to 1 1/2 hours

## Project Information

Project #: 127113  
 Project Name: Berry Lane Park  
 Date: 03/03/15  
 Project Engineer: Curt Lamberson  
 Sales Representative: Dan Shaloo  
 Control System Type: Control and Monitoring  
 Communication Type: Digital Cellular  
 Scan: 127113a3-prod  
 Document ID: 127113P3V1-0303160141  
 Distribution Panel Location or ID: Berry Lane Park  
 Total # of Distribution Panel Locations for Project: 1  
 Design Voltage/Hertz/Phase: 480/60/3  
 Control Voltage: 120

## Equipment Listing

DESCRIPTION	APPROXIMATE SIZE	QTY	SIZE
1. Control and Monitoring Cabinet	24 X 72		
2. Control and Monitoring Cabinet	24 X 48		
3. Control and Monitoring Cabinet	24 X 72		
4. Surge Protection Device	6 X 10		
Total Contactors		27	30 AMP
Total Off/On/Auto Switches:		9	

### IMPORTANT NOTES

1. Please confirm that the design voltage listed above is accurate for this facility. Design voltage/phase is defined as the voltage/phase being connected and utilized at each lighting pole's ballast enclosure disconnect. Inaccurate design voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole. When a 3 phase design is used Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit. All contactors are UL 100% rated for the published continuous load. All contactors are 3 pole.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. A single control circuit must be supplied per control system.
6. Size overcurrent devices using the full load amps column of the Circuit Summary By Zone chart- Minimum power factor is 0.9.

NOTE: Refer to Installation Instructions for more details on equipment information and the installation requirements

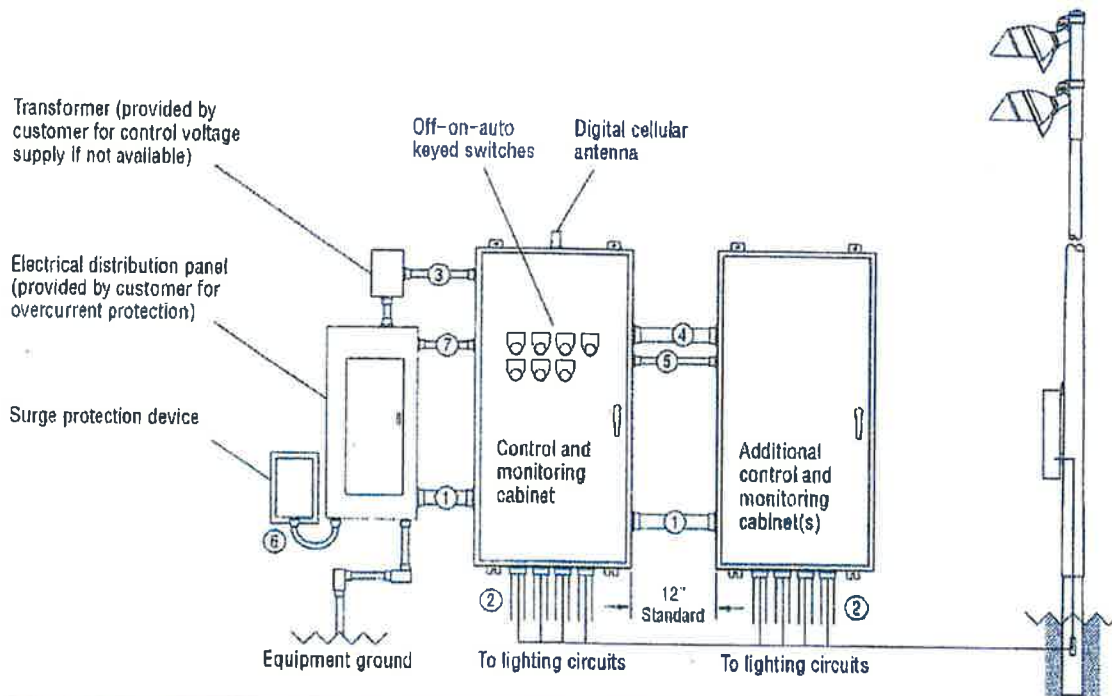


# Control System Summary

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Form: T-0030-1

Berry Lane Park / 127113 - 127113a3-prod  
Berry Lane Park - Page 2 of 6

## Control-Link. Control and Monitoring System



Wire	Description	# of Wires	Typ. Wire Size (AWG)	Max. Wire Length (FT)	Wire from Musco	Notes
1	Line power to contactors, and equipment grounding conductor	Note A	Note B	27	No	A - E
2	Load power to lighting circuits	Note A	Note B	N/A	No	A - D
3	Control power (dedicated, 20A)	3	12	N/A	No	C, D
4	Control harnesses	Note G	--	8'	Yes*	C, D, G
5	Communication cable (RS - 485)	1	--	8'	Yes*	C, D
6	Surge protection device to distribution panel	--	--	N/A	Yes	F
7	Surge protection device monitoring	3	14	N/A	Yes	C, D, F

- Notes:
- A. Voltage and phasing per the notes on cover page.
  - B. Calculate per load and voltage drop.
  - C. Minimum conduit diameter.
    - a. Wire 4 requires 2" (for connector ends to pass through).
    - b. Wire 5 requires 1" (for connector ends to pass through).
    - c. All other conduit diameters should be per code.
  - D. Refer to control and monitoring system installation instructions for more details on equipment information and the installation requirements.
  - E. Contact Musco if maximum wire length from circuit breaker to contactor exceeds value in chart.
  - F. Refer to surge protection device installation instructions for more details on equipment information and the installation requirements.
  - G. Number of wires = 6 power wires + 2 wires per zone (see circuit summary by zone chart for the number of zones).

R80-39-00\_B

**IMPORTANT:** Communication wire (5) must be in separate conduit from any AC power wiring (1, 2, 3, 4, 6, 7). Control (3, 4) and monitoring (7) wires must be in separate conduit from line and load power wiring (1, 2).

\*Musco supplied wire harnesses are provided in standard 8-foot lengths.

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# Control System Summary

Berry Lane Park / 127113 - 127113a3-prod  
 Berry Lane Park - Page 3 of 6

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 Form: T-5030-1

## SWITCHING SCHEDULE

Field/Zone Description	Zones
Baseball	1
Soccer	2
Tennis 1	3
Tennis 2	4
Adult Fit Course	5
Playground	6
Basketball 1	7
Basketball 2	8
Skate Park	9

CONTROL POWER CONSUMPTION	
120V Single Phase	
VA loading of Musco Supplied Equipment	INRUSH: 7446.0
	SEALED: 895.8

BALLAST SPECIFICATIONS .90 Minimum Power Factor	VOLTAGE: 480v THREE PHASE						
	208	220	240	277	347	380	480
BALLAST OPERATING VOLTAGE							
1500 Watt Metal Halide Lamp Operating line amperage per fixture- maximum	8.6	8.3	7.5	6.5	5.1	4.7	3.7
1000 Watt Metal Halide Lamp Operating line amperage per fixture- maximum	6.5	6.4	5.8	4.9	4.0	3.6	2.9

CIRCUIT SUMMARY BY ZONE						
POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR ID	ZONE
A1	Baseball	5	14.8	30	C1	1
A2	Baseball	5	14.8	30	C2	1
B1	Baseball	9	22.2	30	C3	1
B2	Baseball	9	22.2	30	C4	1
C1	Baseball	6	14.8	30	C5	1
C2	Baseball	6	14.8	30	C6	1
S1	Soccer	12	29.6	30	C7	2
S2	Soccer	12	29.6	30	C8	2
S3	Soccer	11	29.6	30	C9	2
S4	Soccer	11	29.6	30	C10	2
S1	Tennis 1	3	5.8	30	C11	3
T1	Tennis 1	3	5.8	30	C12	3
S2	Tennis 2	3	5.8	30	C13	4
T1	Tennis 2	3	5.8	30	C14	4
S2	Adult Fit Course	3	5.8	30	C15	5
P1	Playground	3	5.8	30	C16	6
P2	Playground	3	5.8	30	C17	6
P2	Basketball 1	2	5.8	30	C18	7
P3	Basketball 1	3	5.8	30	C19	7
P3	Basketball 2	3	5.8	30	C20	8
P4	Basketball 2	2	5.8	30	C21	8
C2	Skate Park	4	8.7	30	C22	9
SK1	Skate Park	2	5.8	30	C23	9
SK2	Skate Park	4	8.7	30	C24	9
SK3	Skate Park	2	5.8	30	C25	9
SK4	Skate Park	2	5.8	30	C26	9

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# Control System Summary

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Form: T-8030-1

Berry Lane Park / 127113 - 127113a3-prod  
Berry Lane Park - Page 4 of 6

CIRCUIT SUMMARY BY ZONE						
POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR ID	ZONE
SK5	Skate Park	2	5.8	30	C27	9



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Form: T-5000-1

# Control System Summary

Berry Lane Park / 127113 - 127113a3-prod  
Berry Lane Park - Page 5 of 6

PANEL SUMMARY						
CABINET #	CONTROL MODULE LOCATION	CONTACTOR ID	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID (BY OTHERS)	CIRCUIT BREAKER POSITION (BY OTHERS)
1	1	C1	Pole A1	14.80		
1	1	C2	Pole A2	14.80		
1	1	C3	Pole B1	22.20		
1	1	C4	Pole B2	22.20		
1	1	C5	Pole C1	14.80		
1	1	C6	Pole C2	14.80		
1	1	C7	Pole S1	29.60		
1	1	C8	Pole S2	29.60		
1	1	C9	Pole S3	29.60		
1	1	C10	Pole S4	29.60		
1	1	C11	Pole S1	5.80		
1	1	C12	Pole T1	5.80		
2	1	C13	Pole S2	5.80		
2	1	C14	Pole T1	5.80		
2	1	C15	Pole S2	5.80		
2	1	C16	Pole P1	5.80		
2	1	C17	Pole P2	5.80		
2	1	C18	Pole P2	5.80		
2	1	C19	Pole P3	5.80		
3	2	C20	Pole P3	5.80		
3	2	C21	Pole P4	5.80		
3	2	C22	Pole C2	8.70		
3	2	C23	Pole SK1	5.80		
3	2	C24	Pole SK2	8.70		
3	2	C25	Pole SK3	5.80		
3	2	C26	Pole SK4	5.80		
3	2	C27	Pole SK5	5.80		

ZONE SCHEDULE				
ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	CIRCUIT DESCRIPTION	
			POLE ID	CONTACTOR ID
Zone 1	1	Baseball	A1	C1
			A2	C2
			B1	C3
			B2	C4
			C1	C6
			C2	C6
Zone 2	2	Soccer	S1	C7
			S2	C8
			S3	C9
			S4	C10
Zone 3	3	Tennis 1	S1	C11
			T1	C12
Zone 4	4	Tennis 2	S2	C13
			T1	C14

CONTINUED ON NEXT PAGE



# Control System Summary

Berry Lane Park / 127113 - 127113a3-prod  
 Berry Lane Park - Page 6 of 6

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 Form: T-5030-1

ZONE SCHEDULE				
ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	CIRCUIT DESCRIPTION	
			POLE ID	CONTACTOR ID
Zone 5	5	Adult Fit Course	S2	C15
Zone 6	6	Playground	P1	C16
			P2	C17
Zone 7	7	Basketball 1	P2	C18
			P3	C19
			P4	C21
Zone 8	1	Basketball 2	P3	C20
			P4	C21
Zone 9	2	Skate Park	C2	C22
			SK1	C23
			SK2	C24
			SK3	C25
			SK4	C26
			SK5	C27



# ITEM D







**MY PROJECT**  
 Name: Berry Lane Park  
 Location: Jersey City, NJ

**GRID SUMMARY**  
 Name: Baseball  
 Size: 330' / 350' / 330' - basepath 90'  
 Spacing: 30.0' x 30.0'  
 Height: 3.0' above grade

**CONSTANT ILLUMINATION**

Parameter	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	51.8	31.0
Maximum:	65	46
Minimum:	35	19
Avg / M/hr:	1.50	1.64
Guaranteed Max / M/hr:	2	2.5
Max / M/hr:	1.87	2.46
UG (adjacent pts):	1.52	2.09
CU:	0.73	
CV:	0.18	0.26
No. of Points:	25	98

Comments: SEE DRAWING 14.

Luminaire Type: Green Generation  
 Design Usage Hours: 5,000 hours  
 Design Lumens: 134,000  
 Avg Lamp Tilt Factor: 1.000  
 No. of Luminaires: 40  
 Avg kW: 62.56 (66.0 max)

**Guaranteed Performance:** The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.

**Field Measurements:** Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

**ENGINEERED DESIGN**  
 By: Curt Lamberson  
 File # / Desc: 127113a3-prod  
 17-Feb-15

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**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	SIZE	GRADE ELEVATION	Pole		Luminaires		TIES GRID	TIES ORIG. GRID
				HEIGHT	TYPE	TYPE	QTY / POLE		
2	A1-A2	70'	-	70'	1500W MZ	1500W MZ	5	5	0
2	B1-B2	70'	-	70'	1500W MZ	1500W MZ	9	9	0
1	C1	70'	-	70'	1500W MZ	1500W MZ	6	6	0
1	C2	70'	-	70'	1000W MZ	1000W MZ	4	4	4
6				70'	1500W MZ	1500W MZ	44	40	4

TOTALS

\* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 80



Pole location(s) Ⓢ - dimensions are relative to 0,0 reference point(s) Ⓢ



**MY PROJECT**

Name: Berry Lane Park  
Location: Jersey City, NJ

**GRID SUMMARY**

Name: Soccer/Lacrosse  
Size: 360' x 195'  
Spacing: 30.0' x 30.0'  
Height: 3.0' above grade

**CONSTANT ILLUMINATION**

ENTIRE GRID

Guaranteed Average:	50.9
Scan Average:	50.9
Maximum:	66
Minimum:	38
Avg / Min:	1.33
Guaranteed Max / Min:	2
Max / Min:	1.71
UG (adjacent pts):	1.33
CU:	0.62
CV:	0.15
No. of Points:	84

**PERFORMANCE CHARACTERISTICS**

Luminaire Type: Green Generation  
Design Usage Hours: 5,000 hours  
Design Lumens: 134,000  
Avg Lamp Tilt Factor: 1.000  
No. of Luminaires: 46  
Avg F.W.: 71.94 (76.2 max)

**Guaranteed Performance:** The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.

**Field Measurements:** Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume +/- 5% nominal voltage at the side of the ballast and structures located within 3 feet (1m) of design locations.

**ENGINEERED DESIGN**

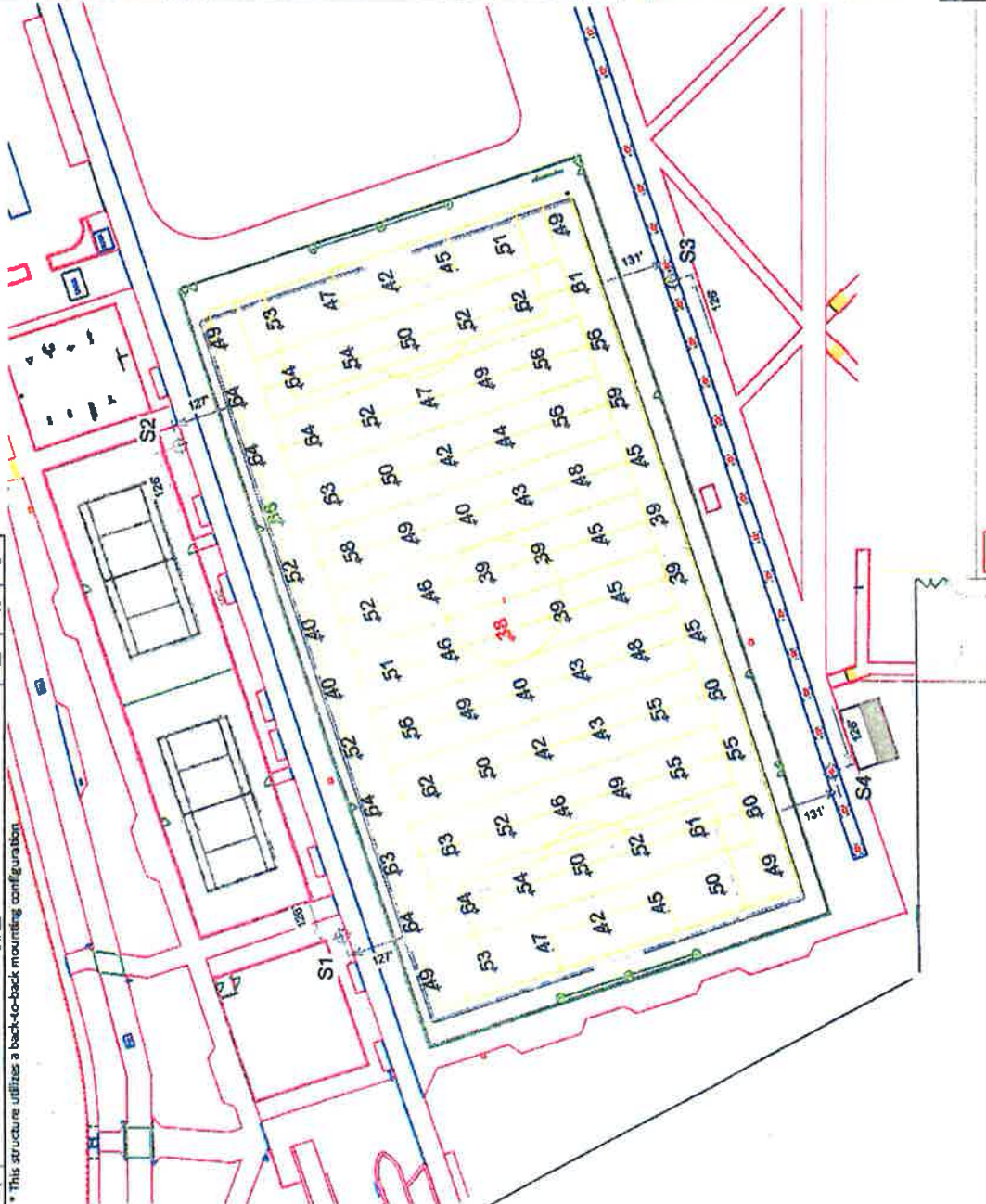
By: Curt Lambergen  
File # / Date: 127113a3-prod 17-Feb-15

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**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	POLE SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires			
					LAMP TYPE	QTY / POLE	OTHER GRID	
1	S1	70'		70'	1500W MAZ	12	0	3
1	S2	70'		70'	1500W MAZ	12	0	6
2	S3-S4	70'	127.0	70'	1500W MAZ	12	12	0
4						55	11	9

\* This structure utilizes a back-to-back mounting configuration.



Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗

SCALE IN FEET 1 : 80



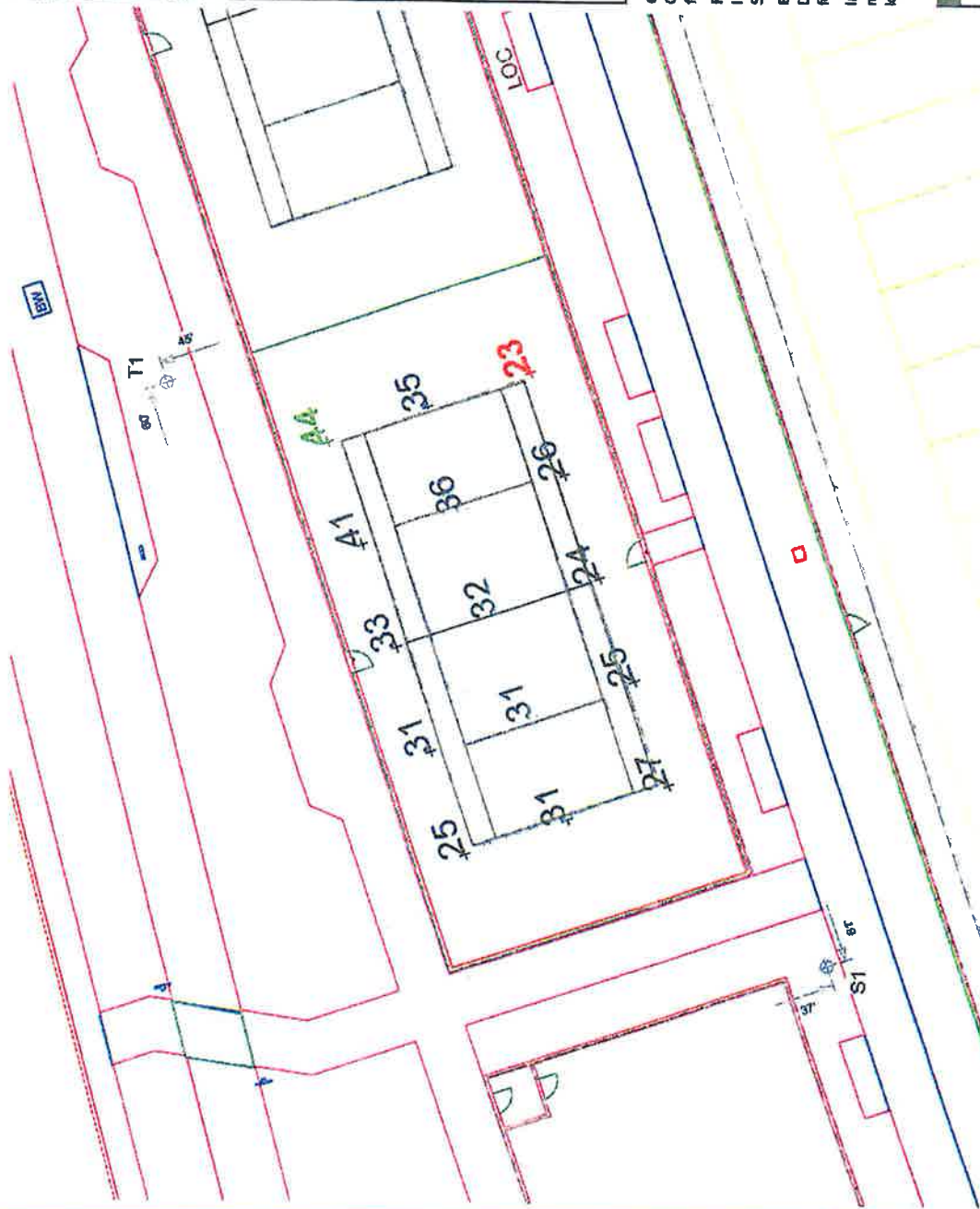
0/19/2020 6:02 AM



**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	POLE SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaire		
					LAMP TYPE	WATTAGE	OTHER
1	S1	70'	-	70'	1000W MZ	3	0
1	T1	50'	-	50'	1500W MZ	12	12
2					1000W MZ	6	3
						21	15

\* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 30



Pole location(s) with dimensions are relative to O.D. reference point(s)



**MY PROJECT**

Name: Berry Lane Park  
Location: Jersey City, NJ

**GRID SUMMARY**

Name: Tennis 1  
Size: 1 Court - 12' Spacing  
Spacing: 20.0' x 20.0'  
Height: 3.0' above grade

**CONSTANT ILLUMINATION**

SUMMARY

Entire Grid	
Guaranteed Average:	30
Scan Average:	31.0
Maximum:	44
Minimum:	23
Avg / Min:	1.34
Guaranteed Max / Min:	2.5
Max / Min:	1.89
UG (adjacent pts):	0.00
CU:	0.35
CV:	0.20
No. of Points:	15

UNMARKED OBSERVATION

Luminaire Type:	Green Generation
Design Usage Hours:	12,000 hours
Design Lumens:	88,000
Avg Lamp Tm Factor:	1.000
No. of Luminaires:	6
Avg KW:	6.72 (7.8 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

**ENGINEERED DESIGN**

By: Curt Lamberson  
File # / Date: 127113a3-prod 17-Feb-15

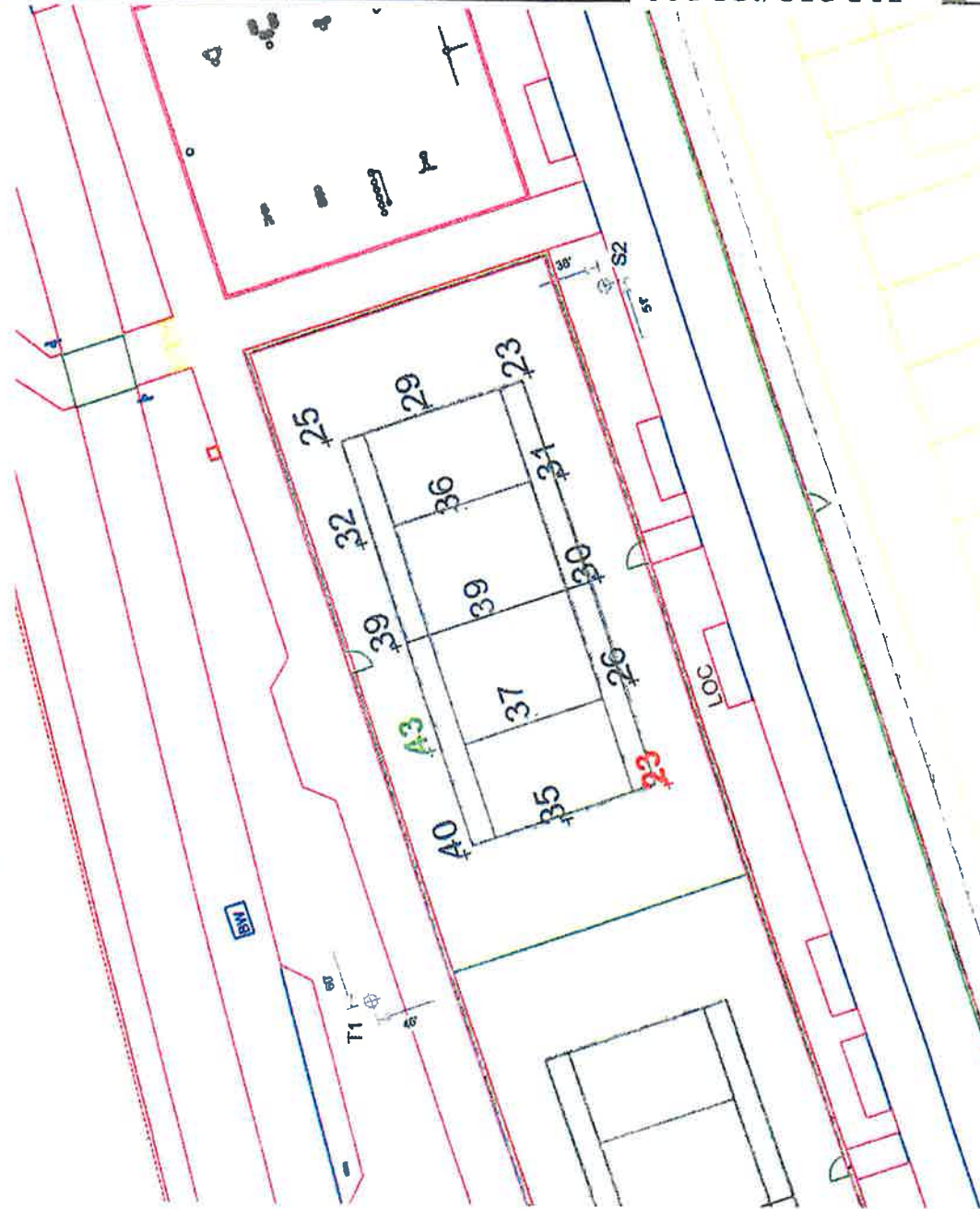
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**EQUIPMENT LIST FOR AREAS SHOWN**

Poles		Luminaires					
QTY	LOCATION	SIZE	HEIGHT	QTY	TYPE	GRID	ORIENT
1	S2	70'	70'	3	1000W MZ	3	3
1	T1	50'	70'	0	1500W MZ	0	12
2		50'	50'	6	1000W MZ	6	3
		TOTALS		24		6	18

\* This structure utilizes a back-to-back mounting configuration.



Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) Ⓢ



8/19/2020 9:02 AM

**MY PROJECT**

Name: Berry Lane Park  
Location: Jersey City, NJ

**GRID SUMMARY**

Name: Tennis 2  
Size: 1 Court - 12' Spacing  
Spacing: 20.0' x 20.0'  
Height: 3.0' above grade

**CONSTANT ILLUMINATION**

SHOWN IN TABLES

Entire Grid	Value
Guaranteed Average:	30
Scan Average:	32.5
Maximum:	43
Minimum:	23
Avg / Min:	1.43
Guaranteed Max / Min:	2.5
Max / Min:	1.88
US (adjacent pts):	0.00
CU:	0.37
CU:	0.20
No. of Points:	15

LUMINAIRE INFORMATION

Luminaire Type:	Green Generation
Design Usage Hours:	12,000 hours
Design Lumens:	88,000
Avg Lamp Tilt Factor:	1.000
No. of Luminaires:	6
Avg KW:	6.72 (7.8 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

**ENGINEERED DESIGN**

By: Curt Lamberson  
File # / Date: 177115a3-prod 17-Feb-15

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**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	SIZE	MOUNTING HEIGHT		LUMINAIRES		TOTALS	
			EXISTING	NEW	TYPE	QTY		
1	S2	70'	20'	20'	1000W MZ	3	3	
1			20'	20'	1500W MZ	12	12	
							18	15

\* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 30



Pole location(s) ⊕ dimensions are relative to O.D. reference point(s) ⊗



**MY PROJECT**

Name: Borry Lane Park  
Location: Jersey City, NJ

**GRID SUMMARY**

Name: Adult Fit Course  
Spacing: 20.0' x 20.0'  
Height: 3.0' above grade

**CONSTANT ILLUMINATION**

SUPPLIER: SURELITE LIGHT FIXTURES

Guaranteed Average:	20
Scan Average:	20.5
Maximum:	26
Minimum:	17
Avg / Min:	1.22
Guaranteed Max / Min:	2.5
UG (adjacent pts):	1.32
CU:	0.28
CV:	0.15
No. of Points:	9

**GENERAL INFORMATION**

Luminaire Type: Green Generation  
Design Usage Hours: 12,000 hours  
Design Lumens: 88,000  
Avg Lamp Tilt Factor: 1.000  
No. of Luminaires: 3  
Avg KW: 3.36 (3.9 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at the side of the ballast and structures located within 3 feet (1m) of design locations.

**ENGINEERED DESIGN**

By: Curt Lamberson  
File # / Date: 127113a3-prod 17-Feb-15

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**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires	
					LAMP TYPE	OTHER
1	P1	40'	-	40'	1000W MZ	GRID
1	P2	40'	-	40'	1000W MZ	GRID
2						GRID

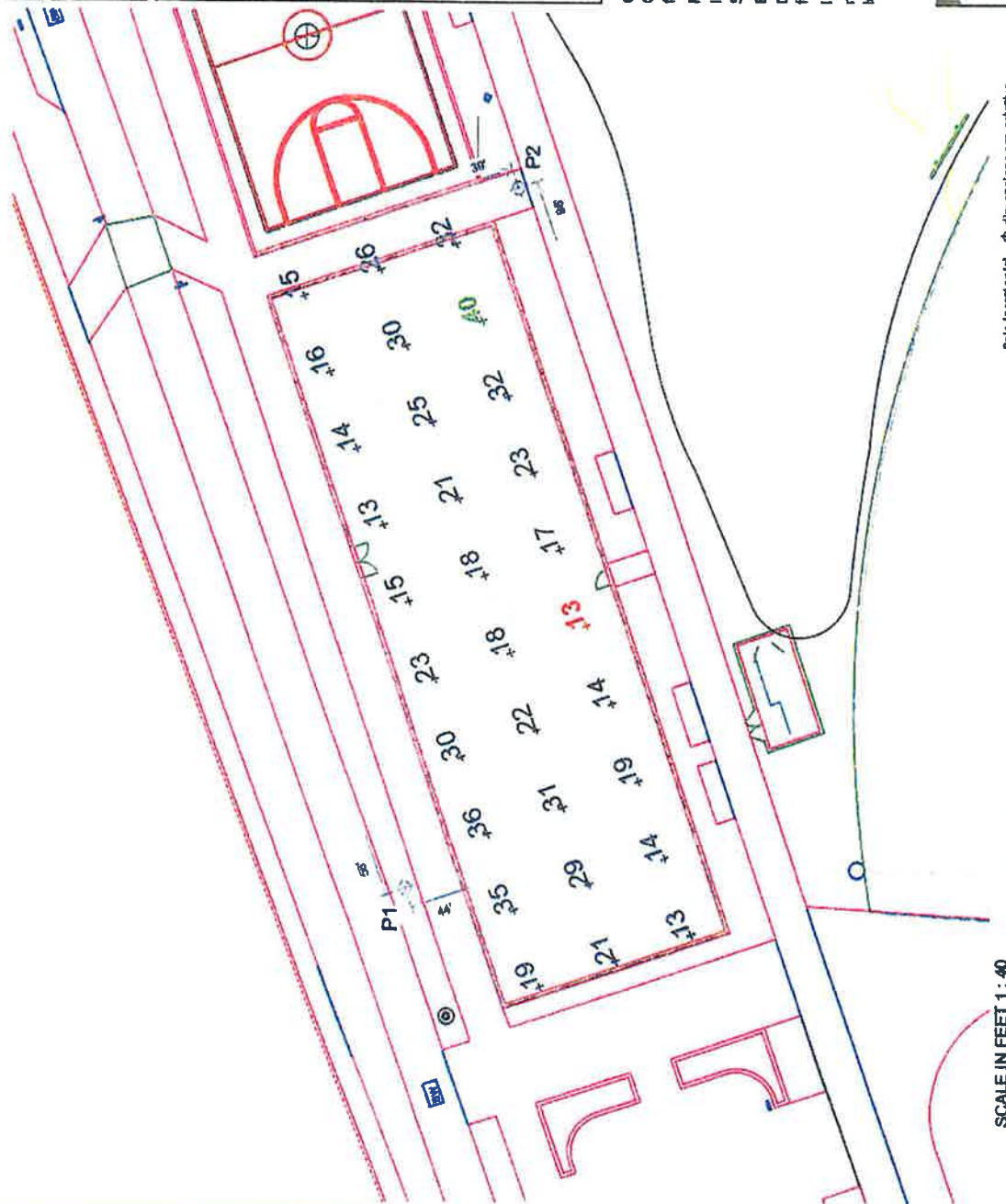
**MY PROJECT**  
 Name: Barry Lane Park  
 Location: Jersey City, NJ

**GRID SUMMARY**  
 Name: Playground  
 Spacing: 20.0' x 20.0'  
 Height: 3.0' above grade

**CONSTANT ILLUMINATION**

Guaranteed Average:	20
Scan Average:	22.5
Maximum:	40
Minimum:	13
Avg / Mhr:	1.77
Guaranteed Min / Mhr:	4
Max / Mhr:	3.18
UG (adjacent pos):	2.00
CU:	0.51
CV:	0.35
No. of Points:	30

**LUMINAIRE INFORMATION:**  
 Luminaire Type: Green Generation  
 Design Usage Hours: 12,000 hours  
 Design Lumens: 88,000  
 Avg Lamp Tilt Factor: 1.000  
 No. of Luminaires: 6  
 Avg KW: 6.72 (7.8 max)



Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) Ⓢ



8/19/2020 6:02 AM

**Guaranteed Performance:** The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.  
**Field Measurements:** Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.  
**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.  
**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

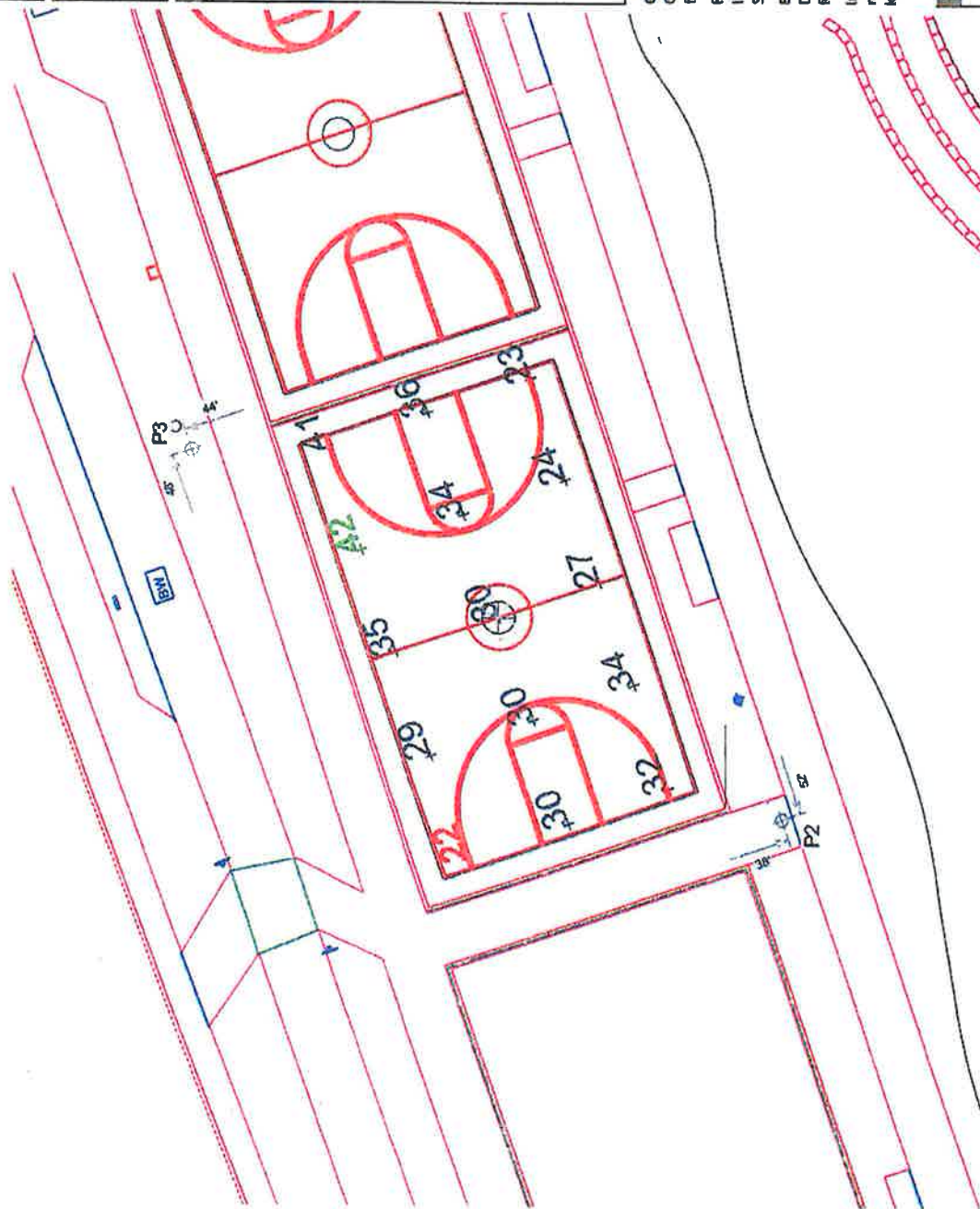
**ENGINEERED DESIGN**  
 By: Curt Lamberson  
 File # / Date: 177113a-3-prod 17-Feb-15

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**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires	
					LAMP TYPE	QTY / POLE GRID
1	P2	40'	-	40'	1000W MCZ	5 2
1	P3	40'	-	40'	3000W MCZ	6 3
2			10.0000			11 5 6



**MY PROJECT**

Name: Berry Lane Park  
Location: Jersey City, NJ

**GRID SUMMARY**

Name: Basketball 1  
Size: 84' x 50'  
Spacing: 20.0' x 20.0'  
Height: 3.0' above grade

**CONSTANT ILLUMINATION**

Entire Grid  
 Guaranteed Average: 30  
 Scan Average: 31.3  
 Maximum: 42  
 Minimum: 22  
 Avg / Min: 1.41  
 Guaranteed Max / Min: 2.5  
 Max / Min: 1.88  
 UG (adjacent pts): 1.55  
 CU: 0.43  
 CV: 0.19  
 No. of Points: 15  
 LUMINAIRE INFORMATION  
 Luminaire Type: Green Generation  
 Design Usage Hours: 12,000 hours  
 Design Lumens: 88,000  
 Avg Lamp Tilt Factor: 1.000  
 No. of Luminaires: 5  
 Avg KW: 5.6 (6.5 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.  
 Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.  
 Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.  
 Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

**ENGINEERED DESIGN**

By: Curt Lamberson  
File # / Date: 127113a3-prod 17-Feb-15

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SCALE IN FEET 1 : 30





**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	POLE SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires		
					LAMP TYPE	GRID	OTHER GRID
1	P3	40'	-	40'	1000W MZ	6	3
1	P4	40'	-	40'	1000W MZ	2	0
2						8	3

**MY PROJECT**  
 Name: Barry Lane Park  
 Location: Jersey City, NJ

**GRID SUMMARY**  
 Name: Basketball 2  
 Size: 84' x 50'  
 Spacing: 20.0' x 20.0'  
 Height: 3.0' above grade

**CONSTANT ILLUMINATION**

COMMENTS: VERTICAL COORDINATES

Entire Grid
Guaranteed Average: 30
Scan Average: 31.5
Maximum: 41
Minimum: 22
Avg / Min: 1.43
Guaranteed Max / Min: 2.5
Max / Min: 1.87
UG (adjacent pt): 1.48
CU: 0.43
CV: 0.17
No. of Points: 15

**LUMINAIRE INFORMATION:**  
 Luminaire Type: Green Generation  
 Design Usage Hours: 12,000 hours  
 Design Lumens: 88,000  
 Avg Lamp TIR Factor: 1.000  
 No. of Luminaires: 5  
 Avg KW: 5.6 (6.5 max)

**Guaranteed Performance:** The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.

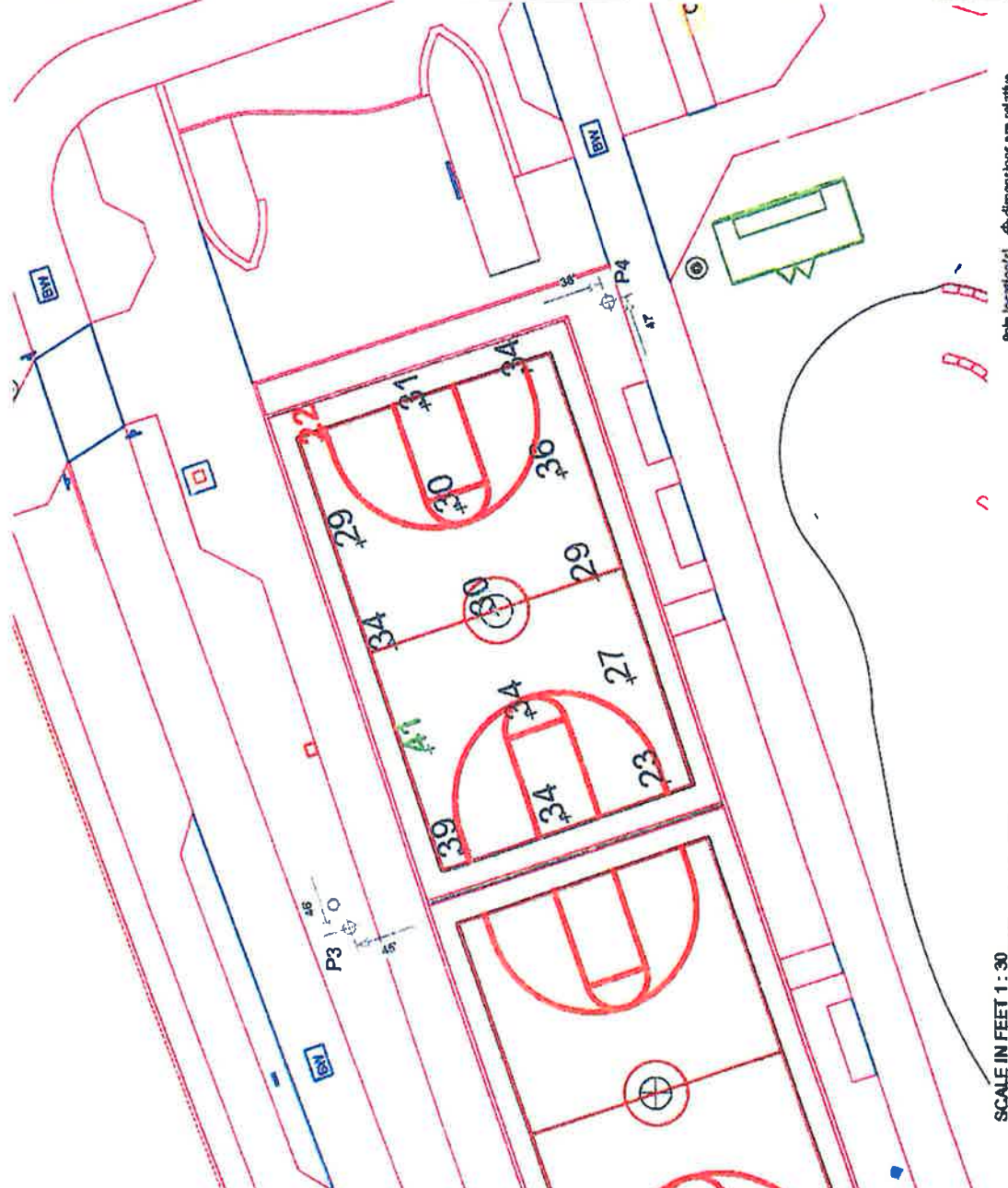
**Field Measurements:** Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume +/- 5% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

**ENGINEERED DESIGN**  
 By: Curt Lamberson  
 File # / Date: 12711.3a-3-prod 17-Feb-15

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Pole location(s) ⊕ dimensions are relative to 0.0 reference point(s) ⊗

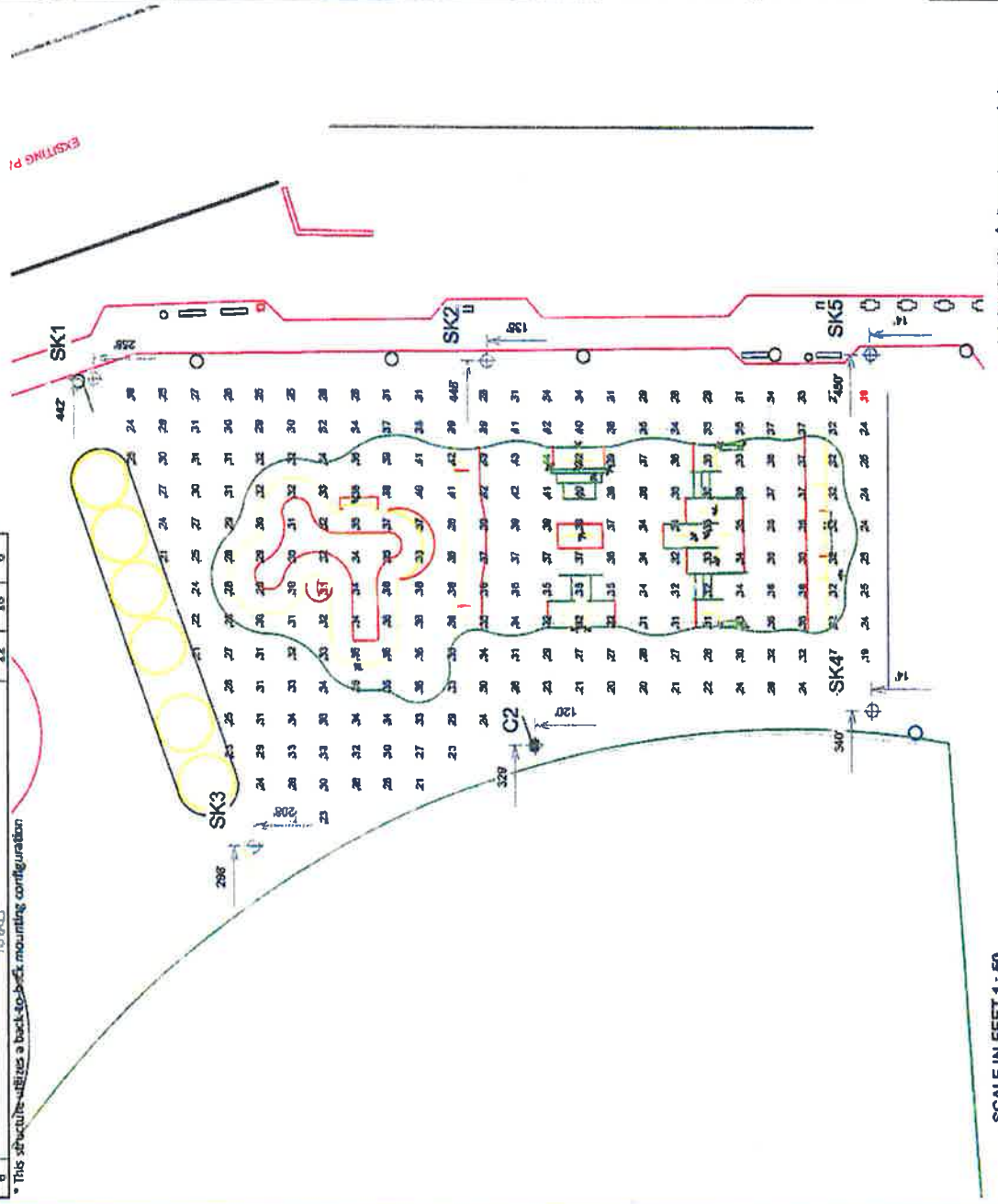




**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	POLE SIZE	POLE ELEVATION	MOUNTING HEIGHT	Luminaires		
					TYPE	QTY / POLE	THIS GRID SPACES
1	C2	70'	-	70'	4*	4	0
4	SK1, SK3, SK4, SK5	50'	-	70'	6	0	6
1	SK2	50'	-	50'	2	2	0
6		50'	-	50'	4	4	0
					22	15	6

\* This structure utilizes a back-to-back mounting configuration



Pole location(s) ⊕ dimensions are relative to 0,0 reference points

SCALE IN FEET 1 : 50  
50' 100'

8/19/2020 6:02 AM

**MY PROJECT**  
Name: Barry Lane Park  
Location: Jersey City, NJ

**GRID SUMMARY**  
Name: Skate Park  
Spacing: 10.0' x 10.0'  
Height: 3.0' above grade

**CONSTANT ILLUMINATION SUMMARY**  
HORIZONTAL FOOT-CANDELS

Guaranteed Average:	Entire Grid	30
Scan Average:	31.8	
Maximum:	44	
Minimum:	19	
Avg / Min:	1.71	
Guaranteed Max / Min:	3	
Max / Min:	2.34	
US (adjacent pts):	1.47	
CU:	0.57	
CV:	0.17	
No. of Points:	253	

LUMINAIRE TYPE: GREEN GENERATION  
Luminaire Type: Green Generation  
Design Usage Hours: 12,000 hours  
Design Lumens: 86,000  
Avg Lamp Tilt Factor: 1.000  
No. of Luminaires: 16  
Avg KW: 17.92 (20.8 max)

**Guaranteed Performance:** The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.  
**Field Measurements:** Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.  
**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.  
**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1 m) of design locations.

**ENGINEERED DESIGN**  
By: Curt Lamberson  
File # / Date: 127113a 3-prod 17-Feb-15

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# ITEM E





Wind Design Criteria: 60 STD 2005 110MPH Exposure C

Field Name	Pole ID	Maker	Height	Splice	Notes
Baseball	A1	Pole	0	0	
	A2	Pole	0	0	
	A3	Pole	0	0	
	A4	Pole	0	0	
Baseball Field 1-2	B1	Pole	0	0	
	B2	Pole	0	0	
	B3	Pole	0	0	
	B4	Pole	0	0	
Switzer Park Amphitheater	C1	Pole	0	0	
	C2	Pole	0	0	
	C3	Pole	0	0	
	C4	Pole	0	0	
Switzer Park Amphitheater	D1	Pole	0	0	
	D2	Pole	0	0	
	D3	Pole	0	0	
	D4	Pole	0	0	
Switzer Park Amphitheater	E1	Pole	0	0	
	E2	Pole	0	0	
	E3	Pole	0	0	
	E4	Pole	0	0	
Tennis 1	F1	Pole	0	0	
	F2	Pole	0	0	
	F3	Pole	0	0	
	F4	Pole	0	0	

LUMINAIR		LUMINAIR		LUMINAIR		LUMINAIR	
POLE LOCATION	POLE SIZE	POLE HEIGHT	POLE WEIGHT	POLE WEIGHT	POLE WEIGHT	POLE WEIGHT	POLE WEIGHT
A1	70"	70'	700	0"	0	0	0
A2	70"	70'	700	0"	0	0	0
A3	70"	70'	700	0"	0	0	0
A4	70"	70'	700	0"	0	0	0
B1	70"	70'	700	0"	0	0	0
B2	70"	70'	700	0"	0	0	0
B3	70"	70'	700	0"	0	0	0
B4	70"	70'	700	0"	0	0	0
C1	70"	70'	700	0"	0	0	0
C2	70"	70'	700	0"	0	0	0
C3	70"	70'	700	0"	0	0	0
C4	70"	70'	700	0"	0	0	0
D1	70"	70'	700	0"	0	0	0
D2	70"	70'	700	0"	0	0	0
D3	70"	70'	700	0"	0	0	0
D4	70"	70'	700	0"	0	0	0
E1	70"	70'	700	0"	0	0	0
E2	70"	70'	700	0"	0	0	0
E3	70"	70'	700	0"	0	0	0
E4	70"	70'	700	0"	0	0	0
F1	70"	70'	700	0"	0	0	0
F2	70"	70'	700	0"	0	0	0
F3	70"	70'	700	0"	0	0	0
F4	70"	70'	700	0"	0	0	0
TOTALS							133
							186.80

Decomment devices and conductors MUST be sized using the below:  
 Manufacturer's rated ampacity drive per fixture (AWG) Using the AWG rating can result in undersized conductors. Refer to Inesco's Ballast Specification Chart (located below) for manufacturer's ampacity drive.  
 Order number: 307894  
 This drawing is per scan number: 127113a3-p001 Date: 17/FEB/15

BALLAST SPECIFICATIONS	VOLUME: 480"	3 PHASE
1500 WATT METAL HALIDE LAMP	208 [270] 230 [240] 277 [347] 380 [400] 415 [480]	
1000 WATT METAL HALIDE LAMP	8.6 [8.3] 7.7 [7.5] 6.5 [5.1] 4.7 [4.4] 4.2 [3.7]	
1000 WATT METAL HALIDE LAMP	5.5 [6.4] 5.9 [5.8] 4.9 [4.0] 3.6 [3.4] 3.2 [2.9]	

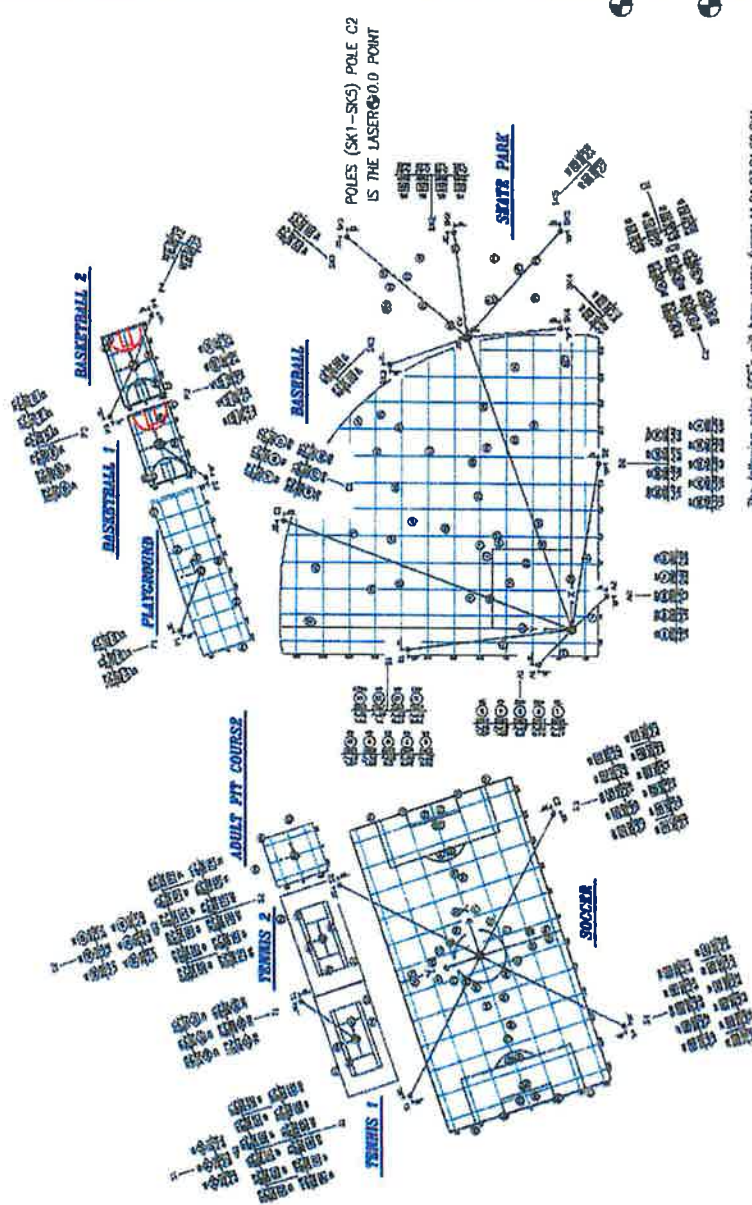
If you have questions pertaining to this document, please contact Curt Lamberson, your project engineer. Phone: 800-825-6025 ext. 2911f DATE: 03/03/15

This symbol represents the 0.0 point for locating poles.  
 This field uses a 30' x 30' grid.  
 This field has a 90° basepoint.  
 BASEBALL FIELD: 357/357/330'  
 FIELD ID: BASEBALL

This symbol represents the 0.0 point for locating poles.  
 This field uses a 30' x 30' grid.  
 SWAZER PARK: 380' x 185'  
 FIELD ID: SWAZER

This symbol represents the 0.0 point for locating poles.  
 This field uses a 20' x 20' grid.  
 FIELD ID: TENNIS 1-2 / ADULT FIT COURSE / PLAYGROUND / BASEBALL 1-2

This symbol represents the 0.0 point for locating poles.  
 This field uses a 10' x 10' grid.  
 FIELD ID: SKATE PARK

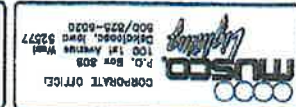


The following poles (EET) will have spare lines: A1, P1, P3, S1, S2, SK1  
 The CIRCLE shape on the bars represents the BASEBALL circuit.  
 The SQUARE shape on the bars represents the SOCCER circuit.  
 The DIAMOND shape on the bars represents the TENNIS 1 circuit.  
 The PENTAGON shape on the bars represents the TENNIS 2 circuit.  
 The HEXAGON shape on the bars represents the ADULT FIT COURSE circuit.  
 The HEPTAGON shape on the bars represents the PLAYGROUND circuit.  
 The OCTAGON shape on the bars represents the BASEBALL 2 circuit.  
 The TRIANGLE shape on the bars represents the SKATE PARK circuit.  
 The 4 POINT STAR shape on the bars represents the SKATE PARK circuit.  
 The following poles utilize a back-to-back configuration S1/S2/C2 and have back-to-back enclosures.



8/19/2020 6:02 AM

Berry Lane Park  
 Jersey City, NJ  
 Field Aiming Diagram



DATE	BY	PL

DATE	12/7/15
BY	C. Lamberson
PL	CL
SCALE	1" = 100'
DATE	02/19/15
DATE	12/7/13A1

## Question and Answers for Bid #PARKS MTC 2020 - Sports Lighting and Scoreboards at Numerous Ballfields

### Overall Bid Questions

**There are no questions associated with this bid.**

**Question Deadline: Sep 10, 2020 4:00:00 PM EDT**