



We make things work for you.

Public Service Electric and Gas Company - Request for Lighting Service

Project Name: CITY OF HOBOKEN STREET LIGHTING-WA **Project Status:** Proposal **Presented Date:** 3/10/2017 **Proposal ID:** 503
Customer Name: CITY OF HOBOKEN STREET LIGHTING-WASHINGTON ST **BP#:** 1000723158 **Contract Account #:** 6977013907
Service Address: WASHINGTON ST, HOBOKEN **Effective Date:** 3/10/2017 **Service Date:** 6/1/2017
Contact Name: STEPHEN D. MARKS **Contract Term:** 10 Years **Distribution:** UG
Office Tel: (201) 420-2059 **Cell Phone:** **Email:** **Fax:**

STANDARD **Office Record** **Purchase Order #**
Installation #: 4003909109 **DWMS Customer #:** 99999999 **DWMS LD #:** 999999999 **CIAC E1 #:** **Prop Valid For:** 180 days
Installation 2 #: 4003909096 **DWMS E1 #:** **Prop Expires On:** 09/6/2017

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or	Free Pole	Pole Pre-paid	Second Available	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remove Rate	Upfront Rate	Access Product Code	Access Upfront Rate	Found Credit Qty	Found Credit Amt	ID
Luminal	32	ES053213BL	BPL	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Remove	Remove	Remove	0.00	38.92	0.00		0.00			1635
Luminal	192	ES053217BL	BPL	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Remove	Remove	Remove	0.00	35.11	0.00		0.00			1634
Luminal	224	EX059960BL	BPL	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Install	Upgrade	Set Exist	30.62		0.00		0.00		0.00	1636

Rates and Costs Summary

Installs: Monthly Service Charge Totals		Removes: Monthly Service Charge Totals		Grand Total One Time Upfront Cost	
Luminaire Mth Svc Charge Total	\$6,858.88	Luminaire Mth Service Charge Total	\$7,986.56	One-Time Cost Totals	\$0.00
Pole Mthly Service Charge Total	\$0.00	Pole Mthly Service Charge Total	\$0.00	Cost for Construction (CIAC)	\$0.00
Bracket Mthly Serv Charge Total	\$0.00	Bracket Mthly Service Charge Total	\$0.00	Foundation Credit Total	\$0.00
Mthly Service Charge Totals	\$6,858.88	Mthly Service Charge Totals	\$7,986.56	Pole Upfront Cost Total	\$0.00
				Bracket Upfront Cost Total	\$0.00
				Accessory Upfront Cost Total	\$0.00
				Lumin Upfront Cost Total	\$0.00

Comments

Date: 3/10/2017 **Phone No:** **Print Signatory Name/Title:** XX
PSEG Representative: Mario Zamora ***Customer Signature:**

Stephen D. Marks, Business Administrator



Let us make things count for you.

Estimated Cost Summary

Outdoor Lighting

Project Name: CITY OF HOBOKEN STREET LIGHTING-WASHINGTON ST Contract Account # 6977013907

Customer Name CITY OF HOBOKEN STREET LIGHTING-WASHINGTON ST

For Service at Address: WASHINGTON ST, HOBOKEN

CostType	Product	Qty	Amount
Install	Luminaire	224	\$6,858.88
Monthly Install Totals			\$6,858.88
Remove	Luminaire	224	\$7,986.56
Monthly Removal Totals			\$7,986.56

This is Not an Invoice

***IMPORTANT NOTE: COST IN AID OF CONSTRUCTION MAY NOT YET BE AVAILABLE - IT WILL BE PROVIDED LATER IN CONNECTION WITH FINAL AGREEMENT

Metal Halide

Old LED

New LED

Monthly Savings

Savings per annum.

$$\begin{array}{r}
 7,986.56 \\
 - 6,858.88 \\
 \hline
 1,127.68 \\
 \times 12 \\
 \hline
 13,532.16
 \end{array}$$

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receiving Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 - SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a - TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191 BPL-POF: Original sheet No. 199-200 PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.

2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.

3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.

4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.

5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. **Exclusivity of Warranties and Remedies. The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.**

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal", constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 - CANCELLATION PRIOR TO RECEIPT OF SERVICE. Termination of this Agreement by the Customer prior to completion of installation and receipt of service shall be done by written notice. The Customer shall be liable for cost incurred by PSEG between date of the Agreement and the date written notice for cancellation is received.

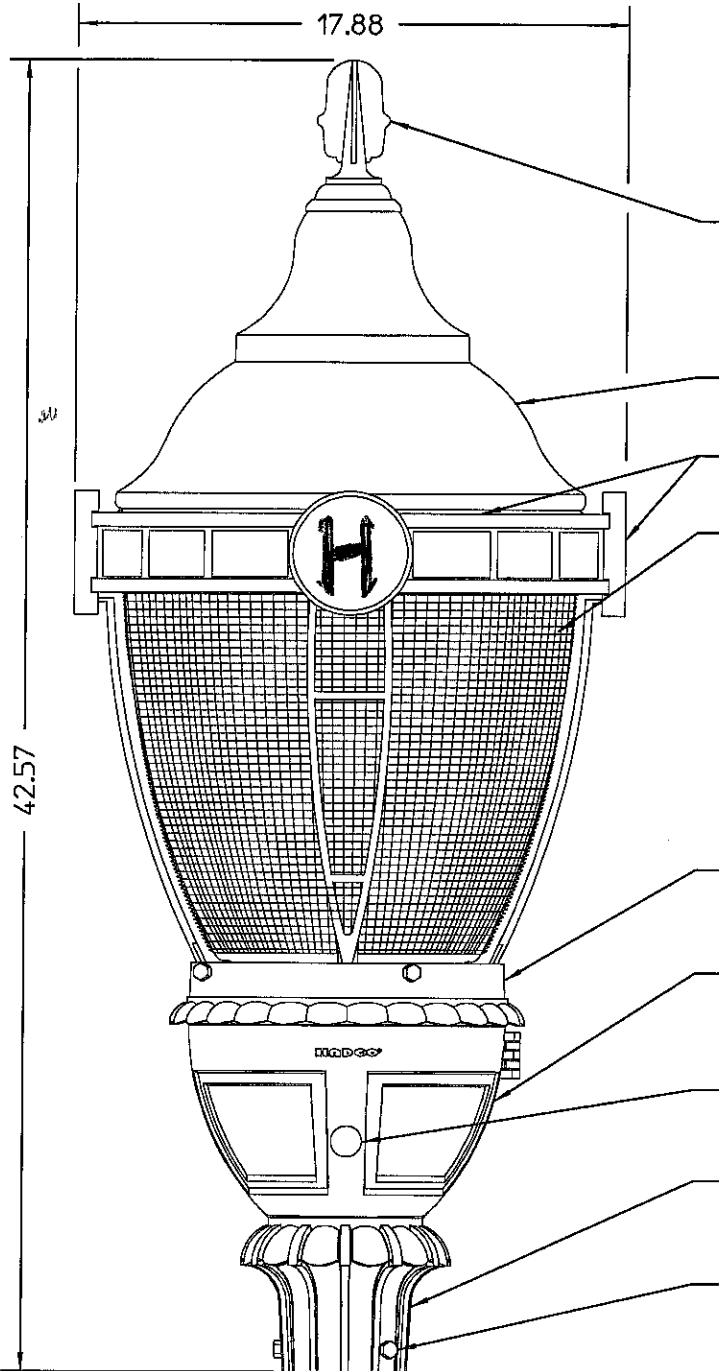
C/C	COLOR	PART #	DIST.	WATTS CONSUMED	LUMENS	IES FILE	EPA / WEIGHT
05-9960	BLACK	C4732-A	5	85.1	5733	RL525V4KL803SN-11	1.70 / 55.0 LBS
	BLACK	C4732A-A	5	43.6	2958	RL525V4KL403SN-11	1.70 / 55.0 LBS

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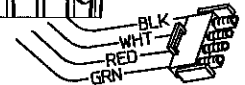
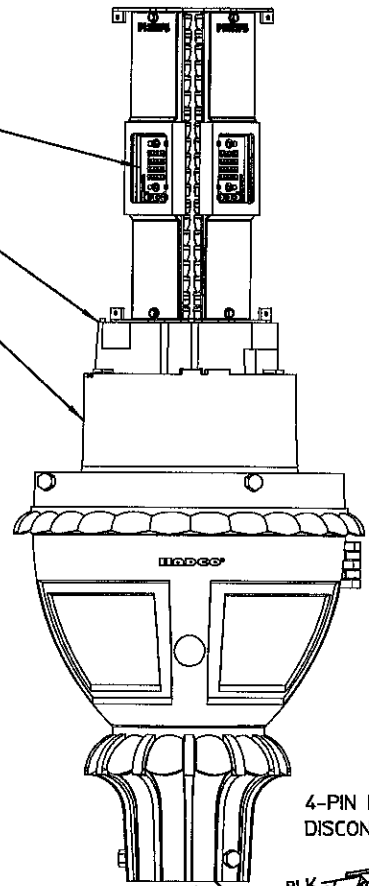
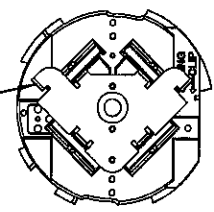
PRODUCT APPROVALS

HADCO	JAZ
CUST.	



- FINIAL:
CAST ALUMINUM
- UNIVERSAL BRACKET ASSY.
FOR SYMMETRIC DISTRIBUTION
- ROOF:
SPUN ALUMINUM
- CAGE:
DIE-CAST ALUMINUM
- REFRACTOR GLOBE:
PRISMATIC ACRYLIC
- LED MODULE ASSEMBLY:
TYPE V OPTICS,
IP66 RATED
- DRIVER COVER:
DIE-CAST ALUMINUM
- CAMDEN ADAPTER:
DIE-CAST ALUMINUM
- GLOBE HOLDER:
DIE-CAST ALUMINUM
- DRIVER ENCLOSURE:
DIE-CAST ALUMINUM,
WEATHERPROOF W/
HINGED ACCESS DOOR
- PHOTO CONTROL:
TWIST-LOCK RECEPTACLE
(eye by others)
- SLIP FITTER:
3" I.D.
- FASTENERS:
5/16-18 STAINLESS STEEL
HEX HEAD BOLTS W/
LOCKING NUTS

Top View
LED Module
Assembly



- LED MODULE SPECIFICATIONS:**
- 120-277 VAC, 50-60Hz, AUTO SENSING. ^{W/O}
 - 60,000 HOURS @ 70% LUMEN MAINTENANCE.
 - 4 CAST ALUMINUM HEAT SINKS. IP66 RATED.
 - SPECIFY 40 or 80 TOTAL LEDS (80 shown), DRIVEN AT 350mA.
 - 70 COLOR RENDERING INDEX (CRI) NOMINAL.
 - 4000K COLOR TEMPERATURE (CCT).

PSEG PUBLIC SERVICE ELECTRIC AND GAS COMPANY NEWARK, N.J.		PHILIPS HADCO	
JOB NAME: Signature - LED		REP. TERRITORY: 52	
SCALE: 1:6	DATE: 07/14/08	DRAWN BY: JRS	DRAWING NUMBER: C4732-DWG01
REP: Dave Murphy & Associates		REV: H	PCN: 12-107
		BY: SMK	DATE: 10/03/12