

TOWNSHIP OF OLD BRIDGE

MIDDLESEX COUNTY

NEW JERSEY

CONTRACT # 2015-49

CONTRACT NAME: LAND LEASE FOR CELL TOWER USE

THE HONORABLE OWEN HENRY, MAYOR

OLD BRIDGE TOWNSHIP COUNCIL

DEBBIE WALKER, COUNCIL PRESIDENT

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Reginald Butler
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Richard J. Greene**

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**BUSINESS ADMINISTRATOR
Christopher R. Marion**

**CHIEF FINANCIAL OFFICER
Himanshu R. Shah**

**TOWNSHIP ATTORNEY
Mark Roselli, Esq**

**TOWNSHIP CLERK
Stella Ward**

BIDDER: _____

ADDRESS: _____

TEL. NO.: _____

NOTICE TO BIDDERS

The Township of Old Bridge invites sealed bids for:

Contract # 2015-49

Contract Name: LAND LEASE FOR CELL TOWER USE

Sealed bids will be opened and read in public for consideration by the Township of Old Bridge, One Old Bridge Plaza, Old Bridge, New Jersey 08857 Tuesday June 23, 2015 10:00 am **prevailing time.** All bids shall be received at the Township of Old Bridge Clerk’s Office in the west wing of the Township Administration Building anytime prior to 9:45 a.m. Thereafter (9:45 a.m. – 10:00 a.m.) a representative of the Township Clerk’s office will be present in the Township Administration Building lobby and will receive bids at such place. Bids arriving after 10:00 a.m. will not be accepted. Bids will be opened in the second floor Conference Room of the Thomas English Administration Building.

All bids shall be presented to the Township of Old Bridge by parties bidding or their agents previous to the time designated, or when called for by the Township of Old Bridge.

If you are interested in downloading Bid Specifications please go to the website www.oldbridge.com and scroll down to Finance Bids. You may download the specifications for free. If you do not have internet connection and need a copy of the specifications, please make all requests to the Purchasing Department at (732) 721-5600 ext. 2910 between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Bids shall be made on the standard proposal form and be enclosed in a sealed envelope addressed to the Township Clerk at the above address. The name and address for the bidder and the name of the item must be printed on the face of the envelope. One original and two copies of the bid proposal must be submitted. Bids will be rejected if not submitted within time, date and at place designated.

In all cases, in which a bid is delivered by public or private mailing, or hand delivered, the following address and notation shall appear prominently on the front of the outside envelope:

Re: Contract # 2015-49
Contract Name: LAND LEASE FOR CELL TOWER USE
Township Clerk
Township of Old Bridge
One Old Bridge Plaza
Old Bridge, NJ 08857

The bid documents shall be placed in an inside envelope which shall have the following endorsement in the upper right corner of the envelope:

Bid for: Contract # 2015-49
Contract Name: LAND LEASE FOR CELL TOWER USE
Bid opening date: Tuesday June 23, 2015
Bid Opening time: 10:00 AM

Bidders who elect to utilize public or private mailing for delivery of bid assume the burden of correctly addressing the envelope.

The guaranty accompanying the bid proposal shall be given in the amount of ten percent (10%) of the maximum delivered price, but not to exceed twenty thousand dollars (\$20,000), and may be given at the option of the bidder by a certified check or a bid bond from a reputable insurance company licensed in the State of New Jersey.

Bidders shall comply with the Affirmative Action Requirements of NJSA 10:5-31 et seq (P.L. 1975, C. 127); (N.J.A.C. 17:27), as amended from time to time, the Americans with Disabilities Act, and N.J.S.A. 52:25-24-2 P.L. 1977, Chapter 33.

The Township Council reserves the right to reject any and all bids for the above listed contract in whole and/or in part which do not comply with the specification and/or the statutory requirements. The Township Council reserves the right to waive informalities as the Township may deem to be in its best interest.

All Contract documents are to be submitted intact in accordance with bidder’s checklist. All erasures, interpolations, and other physical changes in the bid form shall be signed or initialed by the bidder.

By the order of the Township of Old Bridge
Stella Ward
Township Clerk

To be published: June 3, 2015 & June 13, 2015

INSTRUCTIONS TO BIDDERS

1. **SUBMISSION OF BIDS**

The Township of Old Bridge, One Old Bridge Plaza, Old Bridge, New Jersey 08857 invites sealed bids pursuant to the Notice to Bidders.

- A. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- B. The bid proposal form shall be submitted, (1) in a sealed envelope; (2) addressed to the Township of Old Bridge, (3) bearing the name and address of the bidder written on the face of the envelope, and (4) clearly marked "BID" with the contract title and/or bid # being bid.
- C. It is the bidder's responsibility to see that bids are presented to the Township of Old Bridge on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. Bids received after the designated time and date will be returned unopened.
- D. Sealed bids forwarded to the Township of Old Bridge before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- E. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township of Old Bridge. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- F. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

2. **BID SECURITY**

Accompanying each bid shall be a certified check, cashier's check or a bid bond in an amount equal to 10% of the first years rent. The bid bond shall not exceed \$20,000.00 payable unconditionally to the Township of Old Bridge.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Township of Old Bridge. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the successful bidder whom the bid is awarded shall be retained until a lease is fully executed. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a lease pursuant to N.J.S.A.40A:11-21.

3. BID DOCUMENTS.

The bid must be returned in its entirety in order to be considered for an award.

Each bid must be accompanied by the items requested below in the form attached. Failure to provide these items and the entire bid package may be cause for rejecting this proposal.

- A. Bid Proposal Form
- B. Non-collusion Affidavit
- C. List of names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock - "Ownership Disclosure".

4. FAILURE TO ENTER INTO A LEASE.

If successful bidder(s) fails to execute and deliver the lease and certificate of insurance within thirty (30) days after receipt of written notification by the Township of Old Bridge that the lease is ready for execution, the bidder forfeits to the Township as liquidated damages the bid guarantee deposited with its bid.

5. RIGHT TO REJECT BIDS

The Township of Old Bridge reserves the right to reject any and all bids, alternative bids or parts thereof and to waive any informality if deemed in the best interest of the Township.

6. AWARD OF CONTRACT.

Award of the contract, if made, will be made on or before 60 days following the opening the bids.

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF OLD BRIDGE

LAND LEASE FOR CELL TOWER USE

(Project Name)

2015-49

(Project or Bid Number)

The bid document is to be returned in the exact same page order that it was received in.

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.2)**

Required with Submission
Of Bid
(Township's checkmarks)

Initial each item
Submitted with Bid
(Initial each item)

√	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u>	
	A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u>	
√	A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	
√	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

**B. Failure to submit the following documents may be a cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.1b.)**

Required with submission of bid
(Township's checkmarks)

Initial each item submitted with bid
(Bidder's initials)

√	A Bid Proposal Form	
√	Bidder's Qualification Sheet	
√	Checklist of required documents signed below	
√	Experience Sheet	
√	Corporate Disclosure Statement	
√	American with Disabilities	

Required with submission of bid
(Township's checkmarks)

Initial each item submitted with bid
(Bidder's initials)

√	Affirmative Action Requirements	
√	Bidders Personnel	
√	Submission of a Non-Collusion Affidavit (this form must be Notarized)	
√	Resolution of Authorization if Bidder is a Corporation	
√	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment	
√	Corporate Resolution (if applicable)	

√	Proof of Insurance	
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√	A Business Registration Certificate	
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The following items, as checked, shall be required after award of the contract:

- Performance Bonds _____
- Certification of Insurance _____√_____
- Signed Contracts _____√_____
- Maintenance Bond _____
- State Public Works Contractors Registration _____

If you are chosen as the lowest responsible bidder, you will be required to provide the Township with a copy of the State Public Works Contractors Register Certificate. This certificate must be dated on or before the date this bid is submitted.

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements, and reviewed entire bid package

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

GENERAL BID SCHEDULE

- Advertisement Date June 3 , 2015 & June 13, 2015
- Pre-Bid Meeting N/A
- Questions from Vendors Cut-off June 17, 2015
- Bid Opening Date June 23, 2015
- Award Date (Estimate) June 29, 2015
- Project Start date (Estimate) July 1, 2015
- Project End date (Estimate) June 31, 2018

BIDDERS QUALIFICATION STATEMENT

1. How many years have you been in business under your present business name?

2. Have you, your organization, partners or officers failed to complete a municipal contract or defaulted under any such contract? If yes, please explain and list the municipality involved. (Attach a separate sheet, if necessary.)

3. Did you, your organization, partners or officers ever withdraw your bid after being designated the lowest bidder on a municipal contract? If yes, please explain. (Attach a separate sheet, if necessary.)

4. Have you, your organization, partners, or officers been a party to any law suits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details and disposition of the matter.

5. Are there any unsatisfied judgments recorded against you, your organization, partners, or officers? If so, give details, including the name and the address of each judgment creditor and the amount of each judgment.

6. The period of time you, your organization has been continuously engaged in this type of development, operation and maintenance program in New Jersey under the name in which the proposal is submitted.

Any information submitted in the Bidder's Qualification sheet which is false or misleading may be grounds for disqualification of the bidder and rejection to his bid.

INFORMATION FOR BIDDER

DEFINED TERMS

Wherever the words defined in the Article or pronouns in place of them are used in the Contract and the Specifications, their intent and meaning shall be interpreted as follows:

As Directed, As Required, Etc.

Wherever in the specifications the words "as directed", "as required", "as permitted", or words of like import are used, it shall be understood that the direction, requirements, or permission of the designated contact person for each site is intended, and similarly the works of like import, shall mean approved by or acceptable and satisfactory to the contact person for each site.

Bid

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder

Any individual, firm or corporation submitting a proposal for the work contemplated acting directly or through a duly authorized representative.

Change Order

A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision of the work, or an adjustment of the contract amount or contract time.

Clerk

The clerk of the governing body if the Owner be a County or Municipality.

Contract

The agreement covering the performance of the work, together with all supplementary documents, including Notice to Contractors, Information for Bidders, Proposal, Executed Contracts, Contract Bond, General Conditions, Specifications including General Specifications are to be treated as one instrument whether or not set forth at length in the form of the contract.

Contract Price

The total moneys payable to the Contractor under the Contract Documents.

Contract Time

The number of calendar days stated in the Contract for the completion of the work.

Contractor

The party of the second part designated in the contract entering into the contract for the performance of the work required by it acting directly or through agents or employees.

Counsel

The person or firm holding the position or acting in the capacity of legal counsel for the Owner in the performance of the work contemplated.

Drawings or Plans

Please see attached drawings for this project.

Engineer

Whenever the word Engineer is used in reference to the work or any part thereof in these specifications of the Contract, it shall be understood to apply and refer to the professional engineering representative of the Owner, duly authorized to represent the Owner in the execution of the work covered by the Specifications and Contract. The term "Engineer" or the pronouns used in place thereof shall refer to acting either directly or through assistants under him, limited to the particular duties entrusted to them.

Modification

(a) a written amendment of the Contract Documents signed by both parties, or (b) a change order, or (c) a written clarification or interpretation issued by the Engineer.

Owner

A public body or authority, association, partnership, corporation or individual for whom the work is to be performed; the party of the first part in the Contract.

Personal Injury

Shall be interpreted to mean "Bodily Injury" for insurance coverage purposes.

Plans

All drawings or reproductions of drawings, pertaining to the construction of the project.

Project

The design or scheme used and set forth on the plans and to be carried out by the specifications in order to complete the work in a manner satisfactory to the Engineer.

Project Representative

An Authorized representative of the Owner assigned, under the supervision of the Engineer, to the observation of the work.

Proposal

The approved prepared form on which the Bidder will or did submit his, their or its prices for the work contemplated.

Proposal Security

The security designated in the proposal, to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Owner if the work is awarded to him.

Roadway

That portion of the highway included between the gutter or side ditch lines, reserved for the accommodation of the traveling public, and its appertaining structures and slopes, and all ditches, channels, waterways, etc., necessary to its correct drainage.

Shop Drawings

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material, or some portion of work.

Specifications

All of the specifications and modifications thereof appended hereto, pertaining to the method or manner of performing the work or to the quantities or qualities of materials to be furnished.

Subcontractor

Any individual, firm, partnership, or corporation having a direct contract with the contractor for doing work or for furnishing material, worked to a special design according to the Plans or Specifications of this work, but not including those who merely furnish material not so worked.

Substantial Completion

The date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraphs herein before.

Surety

The corporate body which is bound with and for the Contractor who is primarily liable and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the work which he has contracted.

Township

The Township of Old Bridge, a Municipal Corporation of the State of New Jersey with principal officials at One Old Bridge Plaza, Old Bridge, New Jersey, being the party of the first part, or any officer or agent duly authorized to act on its behalf.

Work

Any and all obligations, duties and responsibilities necessary to the successful completion of the project under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

Working Day

A calendar day, exclusive of Saturdays, Sundays, legal holidays, on which, in the sole opinion of the Engineer, weather and working conditions permit the Contractor to make effective use, during normal working hours, of not less than one-half of his normal current daily man-hours.

RECEIPT OF BID: Bids will be opened at the time and place specified in the "Notice to Bidders". The Township suggests that all bids be delivered by hand to the Municipal Clerk at the Municipal Building and takes no responsibility for the receipt of bids through the U.S. Postal Service or other courier services. No bids will be accepted after the time designated for the opening of bids.

BID FORM: Bids must be submitted on the "Bid Proposal" form which is included in the bid package. All blank spaces must be filled in. All proposals shall be typewritten or penned on the forms. Unit prices and totals must be inserted in the space provided. Insert N/A in the blanks if "not applicable". Proposals showing any erasure, alteration or interlineations must be initialed by the bidder in ink. Failure to comply may be cause for rejection of the bid. Where discrepancies occur between the unit figure and the extension, the unit price will prevail.

The bid form is included in the contract documents; additional copies may be obtained from the Purchasing Manager.

Bid forms must be completed in ink or typed. The bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

Bids by corporations must be executed in the corporate name by the president or a vice-president (**or other corporate officer accompanied by evidence of authority to sign**) and the corporate seal shall be affixed and attested by a secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner; his/her title must appear under his/her signature, and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The bid shall contain an acknowledgement of receipt of all addenda (the numbers of which shall be filled in on the bid form).

If a unit price or a lump sum already entered by the Bidder on the bid form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the bidder in ink.

The bids received will be compared on the basis of the summation of the lump sum amounts bid, and the products of the quantities of items listed at the unit prices bid. In case of a discrepancy between the total shown in the bid and that obtained by adding the products of the quantities of items at the unit prices, the unit prices as written out in words in the proposal shall govern any errors found in said products, and in the addition, will be corrected.

SIGNATURE ON BID FORM: The bid proposal must be signed by the individual bidder and his signature witnessed by another person. If the bidder is a partnership, all partners must sign and their signatures witnessed by another person. If the bidder is a corporation, the bid must be signed in the name of the corporation by a chief executive officer and witnessed by a recording officer.

BONDS OR SECURITY REQUIRED:

BID SECURITY: Refer to the Checklist of Required Documents to see if bid security is required for the attached proposal. The amount and type of bid security is stated in the advertisement and Notice to Bidders. The required security must be in the form of a certified check, cashier's check, or surety bid bond of the Bidders, payable to the Township. The amount of the bid security shall be 10% of the total bid, but not more than \$20,000. If the Bid security is in the form of a surety bid bond, said surety shall be licensed to conduct business in the State of New Jersey and named in the current list of "Surety Companies Acceptable on Federal Bonds", as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Bid Security of the successful bidder will be retained until he/she has executed the Agreement and has furnished the required contract security within 10 days of the Notice of Award. The Township may annul the Notice of Award and the bid security of that bidder will be forfeited.

Bid Security will be returned to all except the three apparent lowest bidders within ten (10) working days after the opening of bids, and to the three lowest bidders within three working days after the accepted bidder has executed the contract. If no contract has been executed within sixty (60) days after the opening of bids, the amount of his/her proposal guarantee will be returned upon the demand of any bidder, provided that he/she has not been notified of the acceptance of his/her bid.

PERFORMANCE BONDS: When required as part of the contract documents, the awarded vendor shall within ten (10) days after the award of the contract, obtain, pay for and deliver to the Township of Old Bridge, a performance bond for one hundred percent (100%) of the total contract sum satisfactory to the Township and executed by a surety company licensed to do business in the State of New Jersey. Such a bond shall bear the same date as, or dates subsequent to, the date of the contract. The said bond shall assure fulfillment of the contract in all respects and shall provide for payment in the event of the contractor's failure to perform all of its obligations according to the contract and make full reimbursement to the Township of Old Bridge for all expenses incurred in making good any default. This bond shall also contain a waiver of notice being required for alternations, additions, deductions, extensions of time or other modifications of the contract as ordered.

MAINTENANCE BONDS:

Unless otherwise specified, before final payment is made as herein provided, the Contractor shall furnish a Surety Corporation Bond to the Owner in a sum equal to:

1. Fifty percent (50%) of the final adjusted Contract amount if such amount be \$25,000 or less;
2. Thirty percent (30%) of the final adjusted Contract amount if such amount be greater than \$25,000 but less than \$75,000; and
3. Ten percent (10%) of the final adjusted Contract amount If such amount be \$75,000 or more

The Bond and Surety Corporation shall be satisfactory to the Owner and the Bond shall remain in full force and effect for a period of one (1) year from the date of final payment for the work by the Owner and shall provide that the Contractor and the Surety guarantees to replace for the said period of one year from the date of final payment for the work, all work performed and/or all materials furnished that was not performed or were not furnished according to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of one (1) year.

CONSENT OF SURETY: The consent of surety form shall be returned with the bid proposal if the contract documents require a performance bond. Consent of surety which reserves any right for the surety, after the award of

the contract to the bidder, to decline to issue the performance bond will not be accepted. Bids accompanied by such consent of surety will be rejected.

ADDENDA: Any addendum issued from time to time to provide additional information to the bidders shall become an integral part of this bid package. Receipt of addendum shall be acknowledged by the bidders in the space provided on the bid proposal form.

QUESTIONS REGARDING PLANS & SPECIFICATIONS: Should any bidder be in doubt as to the intent of the plans and/or specifications, he should immediately notify the Purchasing Manager in writing, who will then send a written addendum to all bidders recorded as receiving bidding documents covering the point in question. Bidders may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all questions must be received by the Purchasing Manager no later than eight (8) days prior to the bid opening date. Questions received less than eight days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Before submitting bids, the bidder shall apply in writing to the Purchasing Manager for clarification or interpretation of any conflicting information between two or more statements in the plans and specifications. If such clarification is not requested before bidding, the bidder shall be responsible for doing such work and furnishing such materials as is necessary to comply with whichever interpretation of the plans and specifications the Township may, during construction, judge to be proper.

QUALIFICATIONS OF BIDDERS

To demonstrate his/her qualifications for the project, each Bidder must be prepared to submit within five (5) days of the Township's request, additional written evidence such as financial data, previous experience, equipment maintenance records, and evidence of authority to conduct business in the jurisdiction where the project is located.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting his/her bid, each Bidder should (a) examine the contract documents thoroughly, (b) visit the sites to familiarize himself/herself with the local conditions that may in any manner affect performance of the work, (c) familiarize himself/herself with Federal, State and Local Laws, Ordinances, Rules and Regulations affecting performance of the work; and (d) carefully correlate his/her observations with the requirements of the contract documents.

Reference is made to the General Requirements (where applicable) of the specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work. The Township will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his/her bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for performance of the work within the terms of the contract documents.

The submission of a bid will constitute an incontrovertible representation of the Bidder that he/she has complied with every requirement of the examination of contract documents and site paragraphs.

WITHDRAWING BID: The Township reserves the right to reject any or all bids and to waive any minor informality in any bid should it be deemed in the best interest of the Township to do so. Bids may be rejected for any of the following reasons:

1. Failure to complete the Ownership Disclosure Statement.
2. Failure to complete the Affidavit of Non-Collusion.
3. Failure to properly complete the Bid Proposal form.
4. Failure to submit bid security (if required).
5. Failure to complete Affirmative Action Certification.
6. Failure to comply with specifications (insertion of additional conditions, provisions, or stipulations).
7. Failure to provide Consent of Surety
8. Failure to provide listing of subcontractors
9. Failure to sign addenda page
10. Failure to provide Business registration certificate.

PROCEDURES ON AWARD OF CONTRACT:

THE TOWNSHIP RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND WAIVE ANY AND ALL INFORMALITIES, AND THE RIGHT TO DISREGARD ALL NONCONFORMING OR CONDITIONAL BIDS OR COUNTERPROPOSALS.

In evaluating bids, the Township shall consider the qualifications of the Bidders whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. The Township may consider the qualifications and experience of subcontractors and other persons and organizations, including these who are to furnish the principal items of material or equipment proposed for the portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions or Specifications. The Township may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, subcontractors and other persons and organizations to do the work in accordance with the contract documents to the Township's satisfaction within the prescribed time. The Township reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the Township's satisfaction.

If the contract is to be awarded, the Township will give the apparent successful Bidder a Notice of Award within 60 days after the day of the bid opening. Exception to this schedule would be in accordance with N.J.S.A 40A:11-24 which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed". All prospective bidders are advised of this schedule since all proposals must be firm when bid, and must remain so for 60 days or such longer period as the Township and the bidders may agree.

Simultaneously, with delivery of the executed counterparts of the Agreement to the Township, contractor shall deliver to the Township the required contract security.

NOTIFICATION OF AWARD: On passage of a Township Council Resolution awarding the contract, the Legal Department will forward three (3) sets of contract documents to the successful bidder for execution and delivery. Within ten (10) days of the date of the award of the contract, the successful bidder shall return all (3) sets of the contract documents to the Legal Department with a proper performance bond and requisite insurance certificates attached if it is required - refer to Checklist of Required Documents. On receipt of the contract documents duly executed by the bidder, the contract documents will be submitted to the Township Attorney for review and approval.

If approved as to form and execution, the contract documents will then be submitted to the Mayor and Municipal Clerk for execution on behalf of the Township. A fully executed copy will then be returned to the successful bidder by the Municipal Clerk. No Resolution of Award will become binding on the Township at any time before the contract documents have been executed by the Mayor and Municipal Clerk.

Should any successful bidder, upon being notified, fail to execute a contract with ten (10) days of such notification with the Township of Old Bridge, the Township will be free to award the contract to another bidder, and the Township shall have the right to proceed against the guaranty accompanying the bid.

EQUAL OR TIE BIDS: The Township of Old Bridge reserves the right to award, in its discretion, to any of the tie bidders which serves the best interest of the Township with reference to the information submitted with the proposals.

ASSIGNING THE CONTRACT: The contract shall not be sublet, assigned, pledged, hypothecated or sold, in whole or in part, without the written permission of the Township.

SUBMISSION OF BIDS: Bids shall be submitted at the time and place indicated in the advertisement, and Notice to Bidders shall be included in a sealed envelope, marked with the project title and name and address of the bidder and accompanied by the Bid Security and other required documents.

MODIFICATION AND WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

OPENING OF BIDS: Bids will be opened as indicated in the advertisement and Notice to Bidders.

BIDS TO REMAIN OPEN: All bids shall remain open until such time as the Township has entered into a contract with the successful low bidder, or a period not to exceed sixty (60) days after the day of the bid opening. The Township, in its sole discretion, may release any bid and return the Bid Security prior to that date.

Bid Security in the form of certified or cashier's checks will be returned to all, except the three apparent lowest bidders within ten working days after the opening of bids, and to the three lowest bidders, within three working days after the accepted bidder has executed the contract. If no contract has been executed within sixty (60) days after the opening of bids, the amount of his/her proposal guarantee will be returned upon the demand of any bidder, provided that he/she has not been notified of the acceptance of his/her bid.

DISCLOSURE OF OWNERSHIP STATEMENT: The bidder warrants and represents that he has furnished a true statement of all the information required for the completion of the Disclosure of Ownership Statement.

AFFIDAVIT OF NON-COLLUSION: This affidavit must be submitted with the bid proposal form and it must be notarized.

AMERICAN GOODS: During the performance of this contract, the contractor agrees to comply with the provisions of N.J.S.A. 40:11-18.

THE CONTRACT - The following shall be deemed to be part of the Contract:

- * Notice to Bidders
- * Information for Bidders
- * Specifications
- * Proposal
- * All Addenda issued by the Township prior to the receipt of bids

All of the above, taken as a whole, shall constitute the Contract Documents. Any work exhibited in the one and not the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design as decided and determined by the Township.

INSURANCE - The Contractor will not be allowed to begin work under this contract until he has all insurance required under the contract documents and the insurance has been approved by the Township. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Township. The Contractor shall furnish the Township with satisfactory proof of carriage of the insurance required by submitting the original insurance policies and endorsement or properly executed conformed copies. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy except upon ten (10) days notice to the Township. The policies and endorsements shall be specifically referred to the Township as an insured party of this contract and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey which are satisfactory to the Township.

"INFORMATION FOR BIDDERS" AS PART OF THE CONTRACT: The terms and provisions set forth under the heading "INFORMATION FOR BIDDERS" are hereby made a part of the terms and conditions of the proposed contract.

ERRORS IN PRICE CALCULATION - Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words.

EXTRA CHARGES - All services quoted are exclusive of New Jersey State Sales Tax and are on the basis of completion.

PERIOD OF CONTRACT - The contract shall cover the period specified on the bid sheet. Start dates listed are approximate. Contracts shall begin with formal date of award.

AVAILABILITY OF FUNDS - The Township's obligation hereunder is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the Township for payment of any money shall arise unless and until funds are made available each year.

TRANSITIONAL PERIOD - In the event the services are terminated either by the contract expiration or by termination by the Township of Old Bridge, it shall be incumbent upon the contractor to continue the service until new services can be completely operational. At no time shall this service extend more than 90 days beyond the expiration date of the existing contract. Vendor will be reimbursed for this service at the prior contract rate.

PROCEDURAL REQUIREMENTS AND AMENDMENTS - Should the contractor find at any time that existing conditions make modification in requirements desirable, he shall promptly report such matters for consideration and decision.

There may be a meeting with the successful contractor and the prior to the start of the contract. At this time the contractor will be required to submit a plan of operation to the using agency.

By submitting a proposal, the bidder covenants and agrees that he has satisfied himself from his own investigation of the conditions to be met, that he not make any claim for, or have right to cancellation or relief because of any misunderstanding or lack of information.

CONTRACTOR'S REQUIREMENTS FOR REGISTRATION - As stipulated by P.L.1999, c.238. no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in section

2 of P.L. 1963, c.150 (C.34:11-56.26), unless the contractor/subcontractor is registered with the New Jersey Department of Labor.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS- The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration 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.

N.J.S.A. 52:32-44/P.L. 2009 c.315 requires that each bidder (contractor) submit proof of business registration prior to award of contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide 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 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 business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110(C.5:12-92),or that provides false business registration information under the requirements of either of those sections, shall be liable for a 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 contracting agency.

PREVAILING WAGE ACT (WHEN APPLICABLE) – Pursuant to NJSA 34:11-56.25 et seq. successful bidders on projects for public works shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record. Such certified payroll record must be submitted within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in NJAC 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

INSURANCE REQUIREMENTS

The successful bidder shall not commence work under the contract until it has obtained all of the insurance described below nor shall the successful bidder allow any subcontractor to commence work on its subcontract until identical insurance coverages have been obtained by the subcontractor and have been approved by the Township.

The successful bidder and each subcontractor shall furnish the Township with a Certificate of Insurance from Insurance companies satisfactory to the Township Attorney. Each such Certificate of Insurance shall identify the coverages provided and shall provide that such insurance shall not be changed or canceled without giving ten (10) days prior written notice to the Township Clerk by certified mail, return receipt requested. Specific reference to the contract shall be made in all policies of insurance.

The following coverages are mandatory in amounts indicated:

<u>Type of Insurance</u>	<u>Policy Limit</u>
Bodily Injury Liability	Per Person: \$1,000,000.00 Per Occurrence: \$1,000,000.00
Property Damage Liability	Per Person: \$1,000,000.00 Per Occurrence: \$1,000,000.00
Workers Compensation	Statutory
Employer's Liability Insurance	\$1,000,000.00
Motor Vehicle Liability	
Bodily Injury	Per Person: \$1,000,000.00 Per Occurrence: \$1,000,000.00
Property Damage	Per Occurrence: \$1,000,000.00
Other Insurance:	Deductible Not to Exceed \$5,000.00

Signed by Authorizing Person for Company _____

Typed _____
(Name)
(Position)

Witnessed By: _____ (Typed)

(Name)
(Position or Notary)

TOWNSHIP OF OLD BRIDGE

Bid Proposal Form

For

Lease of Ground Space at Block 10,000, Lot 1 for Cell Tower Use

I. PRIMARY BID:

The firm _____ submits a binding bid for consideration of Bid # 2015-49 for the leasing of ground space at Block 10, 000, Lot 1 and other common areas on the site and its own ground equipment facility, for an annual rent during initial term for the first year at \$ _____/yr. (Must be a minimum of \$32,400.00/yr)

(In words)

Percentage of escalator clause each year _____%/yr. (Must be a minimum of 5% per year)

Signed by Authorizing Person for Company _____

Typed _____
(Name) (Position)

Witnessed By: _____ (Typed)

(Name)

(Position or Notary)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____ §:

I, _____ of the _____

of _____ in the County of _____

in the State of _____ being of full age, and being duly sworn according to law on my oath depose and say that:

I am _____

of the firm of _____

The Bidder making the proposal for the above named project, attests that they execute the said proposal with full authority to do so; that said Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any 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 _____ of _____ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon 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

NAME OF CONTRACTOR (N.J.S.A. 52:34-15)

Subscribed and sworn to _____

Before me this _____ day _____

Of _____ 20 _____
(Also type or print name of affiant under signature)

NOTARY PUBLIC OF

My Commission Expires _____

DISCLOSURE OF OWNERSHIP

(If bidder is a sole proprietorship, check here [] and do not complete this statement.)

The UNDERSIGNED, as bidder, in accordance with N.J.S.A. 52:25-24.2, declares and submits this Statement of Ownership:

Bidder is a Corporation [] Partnership [] Joint Venture []

[] I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

[] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Full Name of Individual
(Stockholder) (Partner)

Home Address of Individual
(Stockholder) (Partner)

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION

Notes: Attach additional sheets in this format, if necessary.

Subscribed and sworn before me

This ____ day of _____ 20

(Notary Public)

My Commission expires:

Signature

Print Name

Title
(Corporate Seal)

AFFIRMATIVE ACTION CERTIFICATION

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L.1975,C.127) N.J.A.C. 17:27. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

- 1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of letter).
OR
- 2. A photocopy of their approved Certificate of Employee Information Report.
OR
- 3. An Affirmative Action Employee Information Report (Form AA302)
OR
- 4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES _____ NO _____

If yes, please submit a copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq (P.L.1975,c.127) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: a contractor's bid must be rejected as non-responsive if a contractor fails to comply with Requirements of N.J.S.A. 10:5-31 et seq., within the time frame.

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-11

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE 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, 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: recruitment and employment; 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 of the contractor's commitments under this chapter 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

Signature

Date

Name and Title of Signer (Please Print or Type)

For goods, professional service and general service contracts, a letter of federal affirmative action plan approval, certificate of employee information report or an employee information report form (AA302) must be submitted at the time of Award. If the vendor/contractor does not submit one of these three (3) documents within the required time period the Owner may extend the time period to the fourteenth calendar day.

If by the fourteenth calendar day the Contractor does not submit the Affirmative Action Document, the Owner must declare the vendor/contractor as being non-responsive and award the contract to the next lowest responsible bidder.

IMPORTANT: This form must be completed by Bidder.

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Contractor and the Township of Old Bridge do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Township, 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 Township grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township 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 Township 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 Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township 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 Township pursuant to this paragraph.

It is further agreed and understood that the Township 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 Township from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

Signature

Date

SITE VISITATION STATEMENT

I, _____

Of _____

the Bidder making Bid for Contract #2015-49: _____ certify that I or my authorized representative has personally inspected the job sites.

By: _____

Signature

Title

Typed or Printed Name of Bidder

(Corporate Seal)

Subscribed and sworn to before me this _____ day of _____, 2015.

(Seal)

My Commission Expires On: _____

IMPORTANT: This form must be completed by Bidder if required

ACKNOWLEDGMENT OF REVISIONS OR ADDEND

LAND LEASE FOR CELL TOWER USE

2015-49

(Name of Project)

(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

I _____ , acknowledge receipt of the following addenda and or revisions.
They are as follows:

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgement by bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

SUBCONTRACTOR LIST

Prime subcontractors shall be all subcontractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting and all kindred work; steam power plants, steam and hot water heating and ventilating apparatus and all kindred work; electrical work; and structural steel and ornamental iron work. If needed in the performance of this bid, the following prime subcontractors will be employed to perform the following work.

1. Name & Phone #: _____

Address: _____

Work: _____

2. Name & Phone #: _____

Address: _____

Work: _____

3. Name & Phone #: _____

Address: _____

Work: _____

4. Name & Phone #: _____

Address: _____

Work: _____

5. Name & Phone #: _____

Address: _____

Work: _____

EXPERIENCE STATEMENT SHALL BE ATTACHED FOR EACH OF THE ABOVE SUBCONTRACTORS. All prime subcontractors must be listed above. Prior to award of contract, the successful contractor must provide to the Township the names of all subcontractors including non-prime subcontractors along with copies of their business registration certificate and public works contractor registration license. Payment will not be made for unauthorized subcontractors.

Signature

Date

BIDDERS PERSONNEL

NOTE: Give the names of all officers of corporation

NOTE: Give the name of the executive who will give personal attention to work whenever required.

NOTE: List name and relations to any Township of Old Bridge Employee, Board Member or Council.

BID SECURITY

This proposal is accompanied by bid security in accordance with the conditions stated in the Invitation to Bid.

The bid security in the form of:

- A. Surety Bid Bond _____
- B. Certified/Treasurer's Check _____
- C. Cashiers Check _____

The amount of _____ (\$ _____) payable to the Township of Old Bridge

The Bidder hereby agrees that if this proposal shall be accepted by the Township, and the Bidder shall fail to execute and deliver the contract and the required Performance Bond or other required documents in accordance with the requirements of this proposal and other sections of the contract documents within the time specified, then the Bidder shall be deemed to have abandoned the contract and thereupon the proposal and acceptance shall be null and void and the security accompanying the proposal shall be forfeited to, and retained by, the Township, as liquidated damages for such failure or neglect, and to indemnify the Township for any loss which may be sustained by failure of the Bidder to execute the contract and furnish documents as aforesaid. Nothing in the specifications and contract documents shall prevent the Township from recovering actual damages over and above the sum of the forfeited bid security.

In compliance with the laws of the State the Bidder is:

- An Individual _____
- A Partnership _____

of _____ having principal offices at _____

CONSENT OF SURETY

In consideration of the premises, and of one dollar to it in hand paid by the Bidder, the receipt whereof is hereby acknowledged, the undersigned consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the corporation, person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the Township, and if said corporation, person or persons shall omit or refuse to execute said contract if so awarded, it will pay, on demand, to the said Township any difference(s) between the sum bid by said corporation, person or persons and the sum which the said Township may be obliged to pay the corporation, person or persons to whom the contract may be awarded; the amount in each case to be determined by the bids for said contract.

In witness whereof, said surety has set its seal and caused these presents to be signed by its duly authorized officers, this

_____ Day of _____ 2015.

ATTEST:

_____ BY _____
_____ (SEAL)
Surety

ATTEST:

_____ BY _____
Title

EXPERIENCE SHEET

NOTE: The bidder is required to submit below detailed evidence that he/she is a competent organization which has constructed work similar in amount, value, cost character and proportions, and the necessary financial resources to perform the work in a satisfactory manner.

Year	Type of Work	Contract Amount	Name & Address of Township (other organization)

BIDDER

BY

TITLE

CERTIFICATE OF EQUIPMENT

_____ (Name of Bidder) hereby certifies that the Bidder(s) is or are the owner or lessee of the equipment necessary for the execution of this contract, and further certify that the Bidder(s) is or are fully prepared with the necessary capital, material and machinery to conduct this work as herein specified. The equipment available for the execution of the contract is listed below:

<u>Quantity</u>	<u>Description & Capacity</u>	<u>Year</u>	<u>Condition</u>

BIDDER

BY

TITLE

RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION

RESOLVED that _____ be authorized to sign and submit the bid or proposal of this corporation for this project, and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by _____ at a meeting of its Board of Directors held on _____ day of _____, 20____.

SEAL OF CORPORATION

Secretary

MAILING ADDRESS _____

The terms used in this bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20____

DEBARRED, SUSPENDED and DISQUALIFIED BIDDER AFFIDAVIT

STATE OF NEW JERSEY)
)
COUNTY OF)

I, _____ of the Township of _____
_____ in the county of _____ and the State of _____
being of full age, being duly sworn according to law on my oath depose and say that;

I am _____, an officer of the firm(s) of _____
_____ the bidder making the proposal for the above named work, and that I executed the said proposal
with full authority to do so; that said bidder at the time of making this bid, {as applicable, insert "is" or "is
not"} included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified
Bidders; and that all statements contained in said proposal and in this affidavit are true and correct, and made
with the full knowledge that _____ as Local Unit relies upon the truth of the
statements contained in said proposal and in the statements contained in this affidavit in awarding the
contract for said work The undersigned further warrants that should the name of the firm making this bid
appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to,
and during the life of the contract, including the Guarantee Period, that the Local Unit shall be immediately
so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a contractor is subject to debarment,
suspension and/or disqualification in contracting with the State of New Jersey and the Department of
Environmental Protection if the contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed
therein, and as determined according to applicable law and regulation.

Name and Address of Contractor

Name and Title of Affiant

Subscribed and Sworn
Before me this _____ day
Of _____, 20____

Notary Public of

My commission expires _____, 20____

Signed: _____
By: _____
Signature of Officer or Individual

If BIDDER is:

An Individual

By _____
(SEAL)

(Individual's Name)

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By _____
(SEAL)

(Firm Name)

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By _____
(SEAL)

(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone Number: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above)

NO DEVIATIONS AND/OR EXCEPTIONS

Any and all deviations or exceptions from the specifications may be rejected; delivery shall be in conformance to the specified requirements contained herein.

The Township reserves the right to reject any and all bids for the above listed contract in whole and/or in part which do not comply with the specification and/or the statutory requirements. The Township reserves the right to waive informalities as the Township may deem to be in its best interest.

Signed: _____

By: _____
Signature of Bidder (Officer or Individual)

Firm: _____

Address: _____

Date: _____

BIDDERS PROPOSAL

BID FORM: **LAND LEASE FOR CELL TOWER USE**
 (General Contract)

TO: **TOWNSHIP OF OLD BRIDGE**
 (Township)

BID NUMBER: 2015-49

The Undersigned, as Bidder, declares that the only person or parties interested in this proposal as principal or principals is or are named herein, that this proposal is made without connection with any person or persons making a proposal for the same purpose; that no officer, employee or agent of the Township is directly, or indirectly interested in this proposal, or in the supplies or work to which it relates or in any portion of the profits thereof;

That this proposal is in all respects fair and without collusion or fraud;

That he/she or his/her representative has carefully examined the site of the work, the Information for Bidders, the General Conditions, the Form of Contract and the Specifications.

And that he/she proposes and agrees that if this proposal is accepted he/she will contract with the Township, in the form of the contract annexed hereto, to provide all machinery, tools and labor equipment and so all the work specified and in accordance with the requirements of the Township, and that he/she will take in full payment for each item thereof the following prices to wit:

THIS BID IS SUBMITTED TO:

Township of Old Bridge
One Old Bridge Plaza
Old Bridge, NJ 08857

Attn: Stella Ward, Municipal Clerk

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with the TOWNSHIP in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. BIDDER accepts all of the terms and conditions of the advertisement or Invitation to Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid Security. This bid will remain subject to acceptance for sixty days after the day of bid opening. BIDDER will sign and submit the agreement with the bonds and other documents required by the bidding requirements within ten days after the date of Township's Notice of Award.
3. In submitting this bid, BIDDER represents, as more fully set forth in the agreement, that:

- a. BIDDER has examined copies of all the bidding documents and of the following addenda (receipt of all which is hereby acknowledged):

Date	Number

- b. BIDDER has familiarized itself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- c. BIDDER has carefully studied all reports and drawings of subsurface conditions and drawings of physical conditions, which are identified in the contract documents, and accepts the determination, set forth in said paragraph of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in {c} above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- e. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the contract documents.
- f. BIDDER has given the TOWNSHIP written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the TOWNSHIP is acceptable to BIDDER.
- g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantages over any other Bidder or over the TOWNSHIP.
- h. BIDDER has evaluated the requirements of the following items and included all costs and other factors related to same in his bid:

ITEM

- [1] Township's protective insurance policy
 - [2] Township's named as co-insured parties on contractor's liability insurance policies
- i. If awarded the contract, the undersigned BIDDER agrees to fully comply with the requirements of P.L. 1975, c.127, as amended and supplemented.

- j. If awarded the contract, the undersigned BIDDER agrees to comply with “The Prevailing Wage Act”, P.L. 1963, c.150, as amended and supplemented.
4. The following mandatory requirements have been completed and are included in the bid package:
- a. Stockholder or Partnership Disclosure
 - b. Subcontractor’s Form
 - c. Acknowledgement of Addenda and/or Revisions
 - d. Bid Surety
5. The following additional documents have been completed and are included in the bid package:
- a. Non-Collusion Affidavit
 - b. Stockholder or Partnership Disclosure
 - c. Certificate of Experience
 - d. Certificate of Equipment
 - e. Affirmative Action Form
 - f. Americans with Disabilities
 - g. Resolution of Authorization if Bidder is a Corporation
 - h. Bidder’s Qualification Sheet
 - i. Bidder’s Personnel
 - j. Signed Checklist of Required Documents
 - k. Bid Proposal Form
 - l. Business Registration Certificate

SPECIFICATIONS

THE FOLLOWING GENERAL REQUIREMENTS SHALL APPLY TO ALL LOCATIONS

PERIOD OF CONTRACT

After receipt by him of the acceptance of his proposal, the Contractor shall complete the performance of the entire work within the time specified as follows:

5 Years

At the end of the contract, the Township reserves the right to automatically extend the contract for two (2) additional 5 year terms at the same rate as the initial contract.

INSURANCE/BACKGROUND CHECKS

The contractor is responsible to conduct adequate background checks on all employees and/or subcontractors working at Township facilities. Contractors and/or subcontractors must be bonded, show proof of insurance coverage naming the Township as an additional insured, and workers' compensation insurance.

EMERGENCIES

If an emergency arises the contractor is responsible for contacting the Township's point of contact within a two (2) hours time frame. The contractor must supply the Township of Old Bridge a cellular phone number to be able to call if an emergency arises.

LOCATION SECURITY

Buildings, gates, and yards shall not be left unlocked. Locations may only be unlocked when work crews are present and working. Violation of this restriction constitutes a serious non-performance condition and may jeopardize the contract and prevent the contractor from future bidding.

HOLD HARMLESS AGREEMENT

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the Prevailing Wage Rate laws, the Americans With Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor in the work, or through any act or omission on the part of the Contractor or his agent or agents.

INSURANCE

The contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The contractor shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to the State of New Jersey. The contractor shall also have and maintain Employers Liability Insurance. Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than the \$1,000,000. Municipality must be names as an additional insured. Commencement of work. Contractor must maintain Workers' Compensation insurance in accordance with laws of the state of New Jersey

SPECIFICATIONS FOR USE OF GROUND SPACE

1. General Overview

- 1.1 This lease is for leasing ground space for an antenna equipment structure, to be located at the base of the tower, fencing around the structure and easements for utilities and access to the site.
- 1.2_ These specifications anticipate the successful bidder shall lease space on the tower to install its antenna to serve a wireless communications cell.
- 1.3_ Use of the tower shall be limited to FCC licensed wireless communications operations only. Use by other than licensed operations, or operations exceeding FCC limits of radio frequency levels is prohibited and shall be cause for termination of this lease.
- 1.4_ The LESSEE shall provide the LESSOR with the results in a report from an independent testing agency, at least on an annual basis, certifying that the radio-frequency radiation exposure limits of its antennas and the antennas of any SUB-LESSEE are in compliance with the then current FCC limits. The LESSOR may require a reasonable number of additional tests, if required, to assure compliance.

2. Term of the Lease

- 2.1 The Township will accept a _Five year lease with Two (2) Five year renewal options, in the lease form included in this bid package.

3. Building and Access

- 3.1 The LESSEE shall submit a site plan indicating the specific location of the equipment building, access, and fencing. It shall be the responsibility of the LESSEE to maintain its equipment, fencing, and leased area.
- 3.2 The Lessee shall deliver a NJ PE sealed tower stress and structural analysis which provides certification of the tower and foundation, providing both current and future capacity.
- 3.3 Relocation or changes to any public safety radio equipment, to include antennae, shall only be done with the written permission from the Old Bridge Township Public Safety Radio System Manager. Any such changes or relocation will be done at no cost to Old Bridge Township. Public safety radio systems must continue to function satisfactorily without interference after changes or relocation. Any unexpected issues that arise during and/or after the relocation of public safety equipment will be corrected to Old Bridge Township satisfaction without cost to Old Bridge Township.

All work on Old Bridge Township equipment must be conducted by contractors that are appropriately certified and that are pre-approved by Old Bridge Township.

4. Sub-Leases

4.1 The LESSEE may not assign this lease without the express approval of the Township of Old Bridge except to the LESSEE'S principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the wireless communications market by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR.

4.2 The additions of antennas shall not relieve the LESSEE of the responsibility to assure that the Township emergency communications system works without radio interference from these operations.

5. Maintenance

5.1 Maintenance of individual equipment is the responsibility of the owner of that equipment.

5.2 Because of the need for immediate emergency communications, no antenna or antenna array may operate before the tower is fully reconstructed.

6. Interference

6.1 It shall be the responsibility of the LESSEE to maintain and operate its systems so that there is no radio interference with the communications system operating on the tower. Enforcement shall be the obligation of the party suffering interference, who shall provide notice of said interference to the LESSOR .

6.2 Interference that is not eliminated shall be cause for termination of the Ground Lease Agreement by the LESSOR.

**GENERAL SPECIFICATIONS - GROUND LEASE
FENCING, EQUIPMENT BUILDING AND RELATED SERVICES
TOWNSHIP OF OLD BRIDGE, NEW JERSEY**

1. TERMS AND DEFINITIONS

- 1.1 Township
Township of Old Bridge, New Jersey
- 1.2 Owner
Township of Old Bridge, New Jersey
- 1.3 Township Council
Elected Governing Body of Old Bridge Township, New Jersey
- 1.4 Successful Bidder
Bidder who has won award of a lease in accord with these Specifications.
- 1.5 Contractor
Successful Bidder
- 1.6 Project Manager
Contractor's representative responsible for coordination with Township personnel and other contractors and individuals as maybe required by Old Bridge Township for the purpose of properly fulfilling the contractual obligations of the Successful Bidder.
- 1.7 HIM, HER, HIS, HERS
Any reference to either gender shall apply equally to the other gender. Such references may also be related to a company or firm.

2. GENERAL

- 2.1 LESSEE'S equipment shall be compatible in exterior style and finish to the adjacent property. A rendering of such other material as may be needed shall be submitted to the Project Manager for approval as to compatibility.

3. SITE MANAGEMENT

- 3.1 The LESSEE shall be responsible for removing and disposing of any debris from his work, and shall maintain the site in a manner suitable to the Project Director.
- 3.2 At the completion of the fence work and system grounding construction, the Contractor shall backfill and grade the site in a manner approved by the

Township. All rock, stone or other unusable material shall be removed from the site by him.

- 3.3 No contractor may at any time do anything that could be deemed or construed to be pollution of the environment or damage to any right of way.
- 3.4 Prior to commencement of work, contractor shall submit for approval by the Project Director a plan showing access to the site and the trees, if any, which must be removed for access and construction.

4. LICENSES, PERMITS, INSPECTIONS

- 4.1 Each Contractor shall file the paperwork for, and obtain the following as necessary.
 - 4.1.1 Electrical permits, inspections, approvals.
 - 4.1.2 Building inspections, approvals.
 - 4.1.3 Trash removal or dumping permits.
 - 4.1.4 Fire safety inspections, approvals.
 - 4.1.5 Other licenses and permits as may be required by any other necessary authority or entity.

**SAMPLE
NOTICE OF AWARD**

Dated _____, 2015

TO: _____
(Bidder)

ADDRESS: _____

PROJECT: **LAND LEASE FOR CELL TOWER USE**

TOWNSHIP'S CONTRACT NO. 2015-49

You are notified that your bid dated _____ for the above contract has been considered. You are the apparent successful bidder and have been awarded a contract for _____. The contract price of your contract is \$ _____.

Three copies of each of the proposed contract documents (except drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by _____.

1. You must deliver to the TOWNSHIP three fully executed counted counterparts of the agreement including all the contract documents. Each of the contract documents must bear your signature.
2. Other:
 - a. Certificates of Insurance in not less than the required amounts.
 - b. Township's co-insurance certificate in proper form and substance.

Failure to comply with these conditions within the time specified will entitle the TOWNSHIP to consider your bid abandoned, to annul this Notice of Award and to declare your bid security forfeited.

Within ten days after you comply with those conditions, TOWNSHIP will return to you one fully signed counterpart of the agreement and the contract documents attached.

TOWNSHIP OF OLD BRIDGE, NEW JERSEY
(Township)

BY _____
(Authorized Signature)

Christopher R. Marion
Township Administrator

Receipt of this "Notice of Award" is acknowledged.

Contractor: _____

By: _____ _____ _____
(Printed Name) (Signature) (Date)

(Title)

Copy to Township Clerk
(Use Certified Mail, Return Receipt Requested)

**SAMPLE
STANDARD FORM OF GROUND LEASE AGREEMENT**

This Agreement, made this _____ day of _____, 20____ between the Township of Old Bridge with its mailing address, Township Clerk, Township of Old Bridge, One Old Bridge Plaza, Old Bridge, New Jersey 08857. Tax ID# 22-6002057 hereinafter designated LESSOR and _____, a _____ of the State of _____, with its principal _____ office _____ located _____ at _____, hereinafter designated LESSEE.

1. PREMISES

LESSOR hereby leases to LESSEE _____ square feet of space on a part of a certain parcel of property (hereinafter called "Property"), as shown on the Tax Map of the Township of Old Bridge as Block 10000, Lot 1 together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes underground on a 15' wide easement's on property to the leased premises. This property and right-of- way for access and utility easement being substantially as described herein as Exhibit "B" attached hereto and made a part hereof.

In the event the aforementioned right-of-way or easement cannot be used to supply utility access the LESSOR hereby agrees to grant an alternate right-of-way or easement to the LESSEE or to the public utility at no additional cost to the LESSEE.

2. SURVEY

LESSOR also hereby grant to LESSEE the right to survey said Property, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "B" attached. Cost for such work shall be borne by the LESSEE.

3. TERM

This Agreement shall be for an initial term of _Five (5) years and shall be effective on the commencement date at which time rental payments will be due at an annual rental of \$_____ Dollars (\$_____) to be paid annually, in equal monthly payments to the Township Chief Financial Officer or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The commencement date is defined as the first (1st) day of the month in which this Agreement is executed by all parties.

4. EXTENSIONS

This Agreement shall automatically be extended for Two (2) additional Five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ANNUAL INCREASE.

The annual rate for the second and subsequent years shall increase annually by a minimum of ___% over the prior year. If bid provisions provide for a different method of calculating increases, a payment schedule shall be attached to this lease as a replacement for this paragraph.

6. USE; GOVERNMENTAL APPROVALS

LESSEE shall use the Property for the purpose of constructing, maintaining and operating a communications Facility which uses the adjacent tower structure. A security fence consisting of chain link construction shall be placed around the perimeter of the Property (not including, the access easements). All improvements shall be at LESSEE's expense. LESSEE will maintain the Property in a reasonable condition. It is understood and agreed that LESSEE's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates permits and other approvals that may be required by any Federal, State or Local authorities in addition to reaching the Agreement with the owner of the tower, which will permit LESSEE to use of the Property as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the property. LESSOR agrees to proceed with due diligence and obtain local approvals at its own cost and expense.

In the event that any of such applications requiring Township approval should be finally rejected or any Township certificate, permit, license or approval issued to LESSOR or LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by the Township; LESSEE shall have the right to terminate this Agreement. Notice of termination shall be sent certified mail return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

7. INTERFERENCE

Use of the tower shall not interfere with the radio operation of the LESSEE and others currently using the tower. The party suffering interference is the enforcer of this provision. LESSEE shall not place antennas on the tower extending above the 120 foot elevation.

8. INDEMNIFICATION

LESSEE shall indemnify and hold LESSOR harmless against any claim or liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by the LESSEE, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the LESSOR, or its servants or agents.

9. INSURANCE

The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not or in what amounts such insurance is now or hereafter carried by the Parties, or either of them. The Parties may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. ANNUAL TERMINATION

Notwithstanding anything to the contrary contained herein, and provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that Twelve (12) months prior notice is given the LESSOR.

11. REMOVAL UPON TERMINATION

LESSEE agrees upon termination of the Agreement, that the LESSEE shall remove its equipment in a reasonable time. If such time for removal causes LESSEE to remain on the Property after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal is completed.

12. RIGHT OF FIRST REFUSAL

If the LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the leased Premises, whether separately or as part of the larger parcel of which the leased Premises area a part, the LESSEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after the notice thereof from LESSOR, LESSOR may sell the premises or portion thereof to such third person in accordance with the terms and conditions of his offer.

13. RIGHTS UPON SALE

Should the LESSOR at any time during the term of this Agreement, decide to sell all or any part of the Property (the Property to include only the parcel leased hereunder) to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying right-of way or easement herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way or easement.

14. QUIET ENJOYMENT

LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the leased Property.

15. TITLE

LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Property by the LESSEE as set forth above.

In the event LESSOR does not have clear title or authority as set forth herein or there are liens, judgements or impediments to LESSEE's use, LESSEE may withhold rental payments until such time as LESSOR demonstrates that it has clear title or authority and/or are no liens, judgements or impediments to LESSEE's use; or terminate this Lease immediately and LESSOR will return all rent paid by LESSEE.

16. INTEGRATION

It is agreed and understood that this Agreement and the Bid Specifications, attached hereto and incorporated herein by reference contain all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement and bid specifications shall be void and ineffective unless made in writing and signed by the Parties.

17. GOVERNING LAW

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey.

18. ASSIGNMENT

This Agreement may not be sold, assigned or transferred by the LESSEE without any prior approval or consent of the LESSOR except to the LESSEE's principal, affiliated, subsidiaries of its principal or to any entity which acquired all or substantially all of the LESSEE's assets in the wireless communications market by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR.

19. NOTICES

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requests, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Township Clerk
Township of Old Bridge
One Old Bridge Plaza
Old Bridge, New Jersey 08857

LESSEE:

20. SUCCESSORS

This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

21. SUBORDINATION AND NON-DISTURBANCE

At LESSOR's option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Property easement or right-of-way; provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of an have access to the Property as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the property is encumbered by a mortgage, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage in recordable form.

22. RECORDING

LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposed only and bears no reference to commencement of either term or rent payments.

23. DEFAULT

In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which

to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph.

1. ENVIRONMENTAL

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the conditions of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

2. CASUALTY.

In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operation at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

3. CONDEMNATION.

In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

4. SUBMISSION OF LEASE.

The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such Party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

5. APPLICABLE LAWS.

LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

6. SURVIVAL.

The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

7. CAPTIONS.

The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

WITNESS

BY: _____

LESSEE:

BY: _____

EXECUTION DATE: _____

SAMPLE
NOTICE TO PROCEED

Dated _____, 20____

TO: _____
(Contractor)

ADDRESS: _____

TOWNSHIP CONTRACT NO. 2015-49

CONTRACT FOR: LAND LEASE FOR CELL TOWER USE

(Indicate name of contract as it appears in the Bidding Documents)

You are notified that the contract time under the above contract will commence to run on _____, 2015. By that date you are to start performing your obligations under the contract documents. In accordance with Article 3 of the Agreement, the dates of substantial completion and final completion are _____, 20__ and _____, 20__, respectively.

Before you may start any work at the site, Paragraph 2.7 of the General Conditions provides that you must deliver to the TOWNSHIP Certificates of Insurance, which each is required to purchase and maintain in accordance with the contract documents.

Also, before you may start any work at the site, you must
(add other requirements)

TOWNSHIP OF OLD BRIDGE
(Township)

By: _____
(Authorized Signature)

Owen Henry, Mayor

(Surety)