

CITY OF BRIGANTINE
NOTICE TO BIDDER
Competitive Contracting

Sealed proposals for lease of real property for the construction and maintenance of a new wireless telecommunications facility to be co-located on the existing water tank and property located at 215 14TH Street SO, Brigantine, New Jersey, also known and designated as Block 1502 Lot 7, will be received by the City of Brigantine at the Municipal Building, located at 1417 W. Brigantine Avenue, Brigantine, New Jersey, on September 15th, 2020 at 11:00 a.m. prevailing time, at which time and place they will be publicly opened and read aloud. No proposals will be accepted after said hour. The lease will allow for the construction and maintenance of a wireless communication facility to be co-located on the existing tower and on the property owned by the City of Brigantine at 215 14th Street So., Brigantine, New Jersey as detailed in the Specifications and Contract documents. The Antennas of the successful bidder will be placed on a Corral to be built on top of the water tank, and the antennas and cabling of the existing Tenants will be relocated to also use the Corral. The Bid Package with the Specifications, Contract and other relevant documents may be obtained during normal working hours beginning on Friday July 3rd, 2020 at the office of the Municipal Clerk/Manager, City Hall, at 1417 W. Brigantine Avenue, Brigantine, New Jersey. The City of Brigantine is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

In accordance with the Governor's directives, the City of Brigantine offices are closed to the public, but still operational.

The City of Brigantine office is maintaining Social Distancing; therefore, it is encouraged to Mail in your bid/RFP responses in a timely manner via USPS, UPS and FedEx, etc.

Due to COVID-19 precautions, bids will be read out loud outside of the municipal building or within the City Court Room in order to meet all social distancing guidelines

Proposals shall be made on the forms provided and made part of the Contract Documents. At the time the bid is made a certified check or cashier's check made payable to the order of the City of Brigantine, or a duly executed Bid Bond, in the amount of 10% of the first year's rent, but in no case in excess of \$20,000.00 must be deposited by the Bidder, together with a Consent of Surety.

Proposals must be placed in sealed envelopes and be mailed or delivered to the City with the Proposal description and the name and address of the Bidder marked clearly on the outside of the envelope prior to the scheduled bid opening at the municipal offices noted above.

The City reserves the right to reject any and all Proposals or to waive any minor informalities or irregularities in the Proposal received and to accept the Proposal(s) which is in the best interest of the City.

Questions concerning this contract should be directed to Matt Doran, City Engineer (609-266-7600 x215) between the hours of 8:30 a.m. and 11:00 a.m.

It is the purpose of this Notice to Bidders to summarize some of the more important provisions of the Contract Documents. Prospective bidders are cautioned not to rely solely on this summary, but to read the Contract Documents in their entirety.

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq

Dennis Krause, RPPO, QPA
Purchasing Agent – City of Brigantine

LEASE OF REAL PROPERTY OWNED BY CITY OF BRIGANTINE AT
215 14TH STREET SO , BRIGANTINE, NEW JERSEY, ALSO KNOWN AS
BLOCK 1502 LOT 7 FOR THE CONSTRUCTION AND MAINTENANCE
OF A NEW TELECOMMUNICATIONS FACILITY WITH
ANTENNA AND RELATED EQUIPMENT TO BE LOCATED ON THE
EXISTING TOWER WATER TANK LOCATED ON THIS PROPERTY WITH
EQUIPMENT TO BE LOCATED IN A COMPOUND AREA ADJACENT TO
THE WATER TANK AND A CORRAL FOR THE MOUNTING OF ALL
ANTENNAS ON THE TOP OF THE WATER TANK

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS

The City of Brigantine, Atlantic County, New Jersey, 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 City, (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 City on the hour and at the place designated. Bids may be hand delivered or mailed; however, the City 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 City 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.
- E. All prices 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 City. Any changes, whiteouts, 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 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.
- G. Each Bidder must comply with the Equal Employment Opportunity Requirements as set forth in NJSA 10: 5-31 et seq., and NJAC 17:27 a copy of which are attached to and made a part of this Bid as Exhibits A and B.

2. BID SECURITY

Accompanying each bid shall be a certified check, cashier's check or a bid bond in the amount of 10 percent of the first year's rent of each bid, but in no case in excess of \$20,000.00 must be deposited by the Bidder.

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 New Jersey and acceptable to the City. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a Lease is executed. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40 A: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 these items requested below and, in the forms, attached as Appendix A.

Failure to provide these items and the entire bid package may cause for rejecting this proposal.

1. Proposal
2. Non-collusion Affidavit
3. Stockholder Disclosure List
4. Disclosure of Investment Activities in Iran.
5. Proof of New Jersey Business Registration

4. FAILURE TO ENTER INTO A LEASE

Should the success bidder(s) fail to execute and deliver the lease within forty-five (45) days after receipt of written notification by the City that the lease is ready for execution the bidder forfeits to the City as liquidated damages the bid security deposited with its bid.

5. RIGHT TO REJECT BIDS

The City reserves the right to reject any and all bids or parts thereof and to waive any informality if deemed in the best interest of the City.

6. FORM OF LEASE

The proposed form of lease is attached as Appendix B.

7. AWARD OF BIDS

The highest bidder, as tabulated by the City Clerk, will be awarded a lease of available space on the water tank and real property for the construction and maintenance of a new wireless telecommunication facility and related support facilities and the construction of a Corral on the top of the water tank for the placement of antennas.

8. AWARD OF CONTRACT

Award of the lease, if made, will be made on or before the second regular meeting of the governing body following the bid date.

SPECIFICATIONS

1. The highest bidder is not required to obtain any additional municipal Land Use approval for the project.
2. The highest bidder will procure and maintain commercial general liability insurance, with limits of not less than \$3,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance that shall be furnished to the City within 30 days of written request.
3. The City makes no representations regarding the status or condition of the facility. Bidders may contact the City to arrange for inspection of the site at its sole cost and expense and to satisfy themselves of its suitability for its proposed use. Bidder shall be solely responsible for any damage that it may cause to the Property or existing water facilities during any such investigation.
4. The City is soliciting bids for construction of a wireless communication facility on the existing water tank and related support facilities at property located at 215 14th Street SO, Brigantine, New Jersey, Block 1502, Lot 7. As part of this facility, the highest bidder will construct a one room concrete shelter pursuant to specifications attached to this RFP.
5. The term of this lease shall be for a period of five (5) years with the bidder's option to renew for four (4) additional five (5) year extensions upon the terms set forth in the Lease Agreement attached as Appendix B. The City reserves the right to negotiate modifications to the attached form Lease Agreement with the successful bidder following the receipt of proposals.
6. The contract will be awarded to the highest bidder based on the total amount of the Bid, as indicated in the Proposal Sheet. The minimum bid is \$36,000.00 a year payable in advance in equal monthly installments. Rent for each subsequent year will be the annual rent increased by not less than Three percent (3%) over the prior year's rent. It is the intention of this bid that any successful bidder manage and maintain its equipment at its own cost and expense. In the event that there is more than one qualified bidder, one lease to the high bidder and additional subleases based on availability of water tower and ground space will be awarded. The City shall have first choice of location on the water tank as well as equipment location. The highest bidder shall have the second choice of location on the water tank as well as equipment location. The second highest bidder will be granted third choice of location on the water tank and equipment location and subsequent bidders will receive their choice of location according to bid amounts.

EXHIBIT
PRELIMINARY SPECIFICATIONS
CONCRETE ONE ROOM SHELTER

Construction

- Size nominal 11'6" long x 8' wide x exterior nominal 9'2" high interior, one room concrete shelter with an exposed aggregate exterior
- The structural loads of the proposed concrete shelter are as follows:
 - 200 pounds per square foot distributed floor loading while on foundation
 - 125 pounds per square foot distributed floor loading while lifting
 - 100 pounds per square foot distributed roof load
 - 155 mph wind load
 - Seismic Category D
- The proposed shelter walls will provide a two-hour fire rating.
- The standard concrete shelter roof pitch is ½" per foot from the center peak
- Interior insulation: The floor will be insulated to R-7, walls to R-11, ceiling to R-19
- The interior walls and ceiling will be sheathed with ¾" plywood backed nupoly
- Light colored industrial grade vinyl tile floor covering
- One (1) 42" wide x 84" high insulated steel exterior door, with stainless steel tamper-proof hinges, passage style lever handle, hydraulic door closer, deadbolt lockset and fiberglass weather hood.

Power Distribution

- One (1) 120/240V, MOV only lightning arrestor; Raycap Model B82XBR-G
- One (1) 200 Amp, 10,000 AIC, 120/240 VAC, single phase, 60Hz, 42 space main breaker, bolt-in utility power distribution panel, in a NEMA 1 surface mount enclosure; Square 'D' NQ Series panel
- Circuit breakers for all installed equipment and customer loads as specified. The shelter shall be equipped with at least six (6) 240V spaces available in both panels for future growth. If customer's loads require the addition of sub feed panels to facilitate the future growth requirement will provide a revised quote for these additional items.
- One (1) shelter wall penetration to serve as utility power service entry
- One (1) 200 Amp, exterior power receptacle; Appleton p/n ADJA20034-200RS
- Six (6) 20 Amp specification grade duplex receptacles
- One (1) 20 Amp specification grade exterior duplex receptacle on a ground fault interrupter circuit
- Eight (8) 20 Amp, NEMA 5-20 receptacles mounted on dedicated circuits to the side of the cable tray

Lighting

- Six (6) four-foot, two tube surface mounted fluorescent light fixtures
- One (1) 100-watt, exterior door light with vandal resistant lens and motion detector control

HVAC

- Two (2) 3-ton, 240 Volt, single phase, 9EER wall mount air conditioning units, with low ambient and compressor anti cycle controls, integral 5 kW resistance heat strips and washable dust filters
- Lead/lag controller allowing approximately equal operating time on each air conditioning unit

Alarm Device Contacts

The following alarm device contacts will be wired and brought to a location specified by the City. The alarm wires will be coiled and tagged for identification per standards. Unless otherwise stated in this proposal, termination at the customer's equipment is assumed to be provided by others.

- One (1) line voltage smoke detector
- One (1) intrusion alarm switch with form "C" contacts rated .1 Amps at 28 VDC
- One (1) high temperature alarm
- One (1) low temperature alarm
- One (1) utility power failure alarm

Grounding

- Provisions for the connection of a grounding electrode conductor at the shelter service equipment
- One (1) IPGB per Harris standards
- Two (2) ¼" x 4" x 24" isolated copper ground plates

Accessories

- One (1) 12- port/waveguide entry panel with 4" sleeves and protective blank covers
- Twenty feet (16') of 18" wide cable ladder/tray
- One (1) portable 10-pound CO2 fire extinguisher
- One (1) hand held emergency eye wash station
- One (1) first aid kit
- One (1) service manual
- If requested, bidder will provide three (3) sets of shelter drawings with each shelter unit order. Typical foundation drawings based upon normal soil conditions are available to support calculations for recommended shelter tie down locations. No other foundation drawings are offered in the proposed shelter price. Additional foundation drawings can be provided and will be negotiated separately.

- All wiring will be installed in surface mounted conduit or wireways if specified and will be in full compliance with ANSI/NFPA-70 - The National Electrical Code, latest revision.
- Shelters are to be built according the latest IBC edition and state requirements of which the shelter is residing, local and county codes are not applicable unless otherwise stated.

Fire Suppression

- One (1) Clean Agent fire protection system consisting of a microprocessor-controlled alarm and operation panel, a single tank, manual pull stations at all doors, and interconnection with the building environment controls. The system shall include high performance louvers, and sealing kits for air conditioners. The system design is based on a minimum 7.0% concentration level. Each system is tested and certified by a factory representative prior to shipment.

APPENDIX A

BID FORMS

**CITY OF BRIGANTINE
OWNERSHIP STATEMENT – STOCKHOLDER DISCLOSURE FORM**

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other, Please List _____ | |

The list below contains the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there are **NO STOCKHOLDERS OF 10% OR MORE**, simply check the **second box below**. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

☐ I certify that the **list below** contains the names and 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.

☐ Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent

Submit here the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

(Note: Attach additional pages if necessary)

(Respondent/Respondent Authorized Signature)

(Date)

(Print name of authorized signatory)

(Title)

**CITY OF BRIGANTINE, NEW JERSEY
NON COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

State of _____

County of _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

in the County of _____ and State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____,
(Title or Position) (Name of Firm/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP entitled _____,
(Title of Proposal)

and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent 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 City of Brigantine relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(Name of Firm/Company)

(Signature of Affiant)

(Type or Print Name of Affiant)

**CITY OF BRIGANTINE, NEW JERSEY
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders/respondents are required to submit evidence of appropriate affirmative action compliance to the City and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the City files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the City, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the City and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program?

Yes ☐ No ☐

If yes, please submit a photo static copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the City as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

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

Yes ☐ No ☐

If yes, please submit a photo static copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the City. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Company: _____ Title: _____

Print Name: _____ Signature: _____

Date: _____

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

EXHIBIT B (Cont)

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B (Cont)

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

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Submitted by: _____
(Name of the Firm)

Name: _____
(Please print or Type)

Signature: _____

Title: _____

Dated: _____

CITY OF BRIGANTINE, NEW JERSEY

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

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

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

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

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

CITY OF BRIGANTINE, NEW JERSEY

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

PREFER SUBMITTED WITH BID RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:		
01/01/01		
FORM-BRC(08-01)		

John S. Tully
Acting Director

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
200-4101-4112823533	

CITY OF BRIGANTINE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE - PART 1 BY CHECKING EITHER BOX BELOW

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, that they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

PART 2: ADDITIONAL INFORMATION

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

PART 3: CERTIFICATION

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

CITY OF BRIGANTINE, NEW JERSEY
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder does hereby acknowledge the receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledgement for: _____
(Name of Bidder)

By: _____
(Signature of the Authorized Representative)

Name: _____
(Please Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

APPENDIX B
LEASE AGREEMENT

LEASE AGREEMENT
COMMUNICATIONS SITE

THIS AGREEMENT, entered into as of this _____ day of _____, 2020 by and between the City of Brigantine a body politic of the State of New Jersey with its Municipal Offices at 1417 W. Brigantine Avenue, Brigantine, New Jersey 08203 ("Landlord") and _____ with its principal offices located at _____, ("Lessee"). The Landlord and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Premises:

Landlord is the owner of the real property located at Block 1502, Lot 7 on the Official Tax Map of the City of Brigantine herein after referred to as ("Premises").

Leased Premises:

The Landlord leases to Lessee, a portion of the Premises ("Leased Premises") containing approximately _____ square feet (' x ') as described in Exhibit "A" in order to operate and maintain certain communications equipment, on the terms and conditions set forth below. The Leased Premises shall include a location for installation of a wireless communications antennas and equipment on the existing water tank, a corral on top of the water tank for location of all existing and proposed wireless communications antennas, and associated ground level base station equipment, 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 over, under, or along a (') foot wide right-of-way extending from the nearest public right-of-way. In connection therewith Lessee has the right to do all work necessary for preparing, maintaining and altering Leased Premises for Lessee's business operations and for installing, removing, replacing and modifying a wireless communication facility. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall pay for the electricity and any of the utilities it consumes in its operations. If permitted by the local utility company servicing the Leased Premises, Lessee shall furnish and install a separate electrical meter at the Leased Premises for the measurement of electric power used by Lessee's installation. Lessee shall pay for such power consumption directly to the local utility company.

Landlord makes no representations regarding the availability of utilities at the Leased Premises.

Co-location:

It is the intent of the Parties that this Lease Agreement is a non-exclusive agreement which anticipates utilization of Lessee's Leased Premises by other lessees for wireless communication purposes.

Term:

This Agreement is for a term of five (5) years (the "Initial Term") commencing ("Commencement Date") the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

This Agreement may be extended by the Lessee, at Lessee's option, for four (4) additional five (5) year periods. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of 5 years each, unless Lessee provides Landlord notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. The rent payment for each year after the initial year shall be increased by Three (3) % Percent.

Rent:

Lessee shall pay Landlord as annual rent for the first year for the Leased Premises the sum of \$36,000.00 annually, herein after referred to as ("Base Rent"). Lessee shall pay the Landlord the Base Rent in equal monthly payments starting on the Commencement Date, and monthly thereafter on the first day of each month.

Installation of Equipment and Facilities:

Lessee shall have the right at its sole cost and expense to install, operate and maintain its communications facility on the Leased Premises, in accordance with good engineering practices and with all applicable Federal Communications Commission ("FCC") Rules and Regulations.

Lessee shall be responsible for installing a corral on top of the water tank for the location of its wireless antennas and its associated equipment. The corral will also support the antennas and associated equipment of the existing wireless carrier tenants. In addition to providing for accommodation of the equipment of existing wireless carriers, Lessee shall also provide for an reserve space and accommodations for all equipment including equipment relating to public safety communications owned and operated and currently in use by the City of Brigantine and the County of Atlantic. The corral once installed by Lessee shall be the property of the City of Brigantine and may not be removed or altered without the written approval of Landlord. Lessee shall be solely responsible for the initial cost of the corral as well as its installation and construction. Each existing wireless tenant and/or the City of Brigantine will be responsible for moving the existing antennas and related equipment and cabling to the corral.

Lessee's installation of the communications facility shall be performed according to plans approved by the Landlord which approval shall not be unreasonably withheld, conditioned or delayed. If Landlord does not provide such approval or request for changes within fifteen (15) business days, plans shall be deemed approved. Any damage done to the Premises during installation shall be repaired and replaced in accordance with good workmanlike practices, within ten (10) days at Lessee's expense and to Landlord's reasonable satisfaction. There shall be additional extensions of time as needed for repair and replacement if Lessee is diligently pursuing the work.

Compliance with Statutes, Regulations and Approvals:

Lessee shall erect, maintain and operate its communications facility in accordance with site standards, statutes, ordinances, rules and regulations now in effect or that hereafter may be issued by the FCC or any governing bodies with jurisdiction.

If the Lessee is unable, after diligent effort, to obtain necessary permits, then this Agreement may be canceled by Lessee without further obligation.

Maintenance:

Lessee shall, at its own expense, maintain any equipment on or attached to the Leased Premises in compliance with all applicable laws and practices concerning safety.

Lessee shall have sole responsibility for the maintenance, repair and security of its equipment, personal property, and leasehold improvements, and shall keep the same in good repair and condition during the Agreement term.

Lessee will not leave debris at the Leased Premises nor create a condition at the Leased Premises which is of a dangerous, noxious or offensive nature or which is hazardous or creates unlawful vibration, heat, noise or interference.

The Landlord shall be responsible for maintaining the Corral, but the costs of such maintenance shall be equally shared by the Lessee and any tenant of Landlord that has equipment located on the Corral. On each anniversary of the Commencement Date the Landlord shall provide to Lessee an itemization of the maintenance costs as well as a breakdown showing the amount to be paid by each Tenant. Payment of Lessee's share of the maintenance costs shall be made to Landlord within 60 days of its receipt of the itemization.

Leased Premises Access:

Leased Premises. Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Leased Premises without notice to the Landlord twenty-four (24) hours a day, seven (7) days a week. Landlord grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Premises described in Exhibit "A".

Landlord shall be allowed and granted access to the Leased Premises at reasonable times, accompanied by Lessee's representative, to examine and inspect the Leased Premises for safety reasons, to ensure that the Lessee's covenants are being met to use the Leased Premises so long as it does not interfere with the use by Lessee or other lessees.

Taxes:

Lessee agrees to pay as additional rent its share of any documented real estate taxes levied on the property which are directly associated with the communications facility. In determining Lessee's share, any such real estate tax increase shall be divided equally between or among the commercial, non-government or tax-exempt tenants of the communications facility. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Agreement. Landlord shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

Lessee shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or asserted against Lessee in relation to the taxes owed or assessed against Lessee pursuant to Paragraph 10A on the Leased Premises.

Assignment:

Lessee may assign, or otherwise transfer all or any part of its interest in this Agreement or in the Leased Premises with the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed; provided, however, this Agreement may be sold, assigned or transferred by the Lessee without any approval or consent of the Landlord 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 market defined by the FCC in which the Premises is located, 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 Landlord, which such consent will not be unreasonably withheld or delayed.

Maintenance Marking and Lighting Requirements:

Lessee covenants that it will keep its facilities in good repair as required by all federal, state, county and local laws and shall also comply with all rules and regulations enforced by the FCC with regard to the lighting and marking of the water tank if same is necessitated by Lessee's improvements.

Waiver of Landlord's Lien:

Landlord waives any lien rights it may have concerning the Lessee's communications facility which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without the Landlord's consent.

Default and Landlord's Remedies:

In the event there is a default by the Lessee with respect to the provisions of this Agreement or its obligations under it, including the payment of rent, the Landlord shall give the Lessee written notice of such default. After receipt of such written notice of such default, 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 Lessee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The Landlord may not maintain any action or effect any remedies for default against the Lessee unless and until the Lessee has failed to use the same within the time periods provided in this paragraph.

Cure by Landlord:

In the event of any default of this Agreement by Lessee, the Landlord may at any time, after thirty (30) days written notice to Lessee, cure the default for the account of and at the expense of the Lessee. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Agreement, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be additional rental and shall be paid from the Lessee to Landlord on the first day of the month following the incurring of the documented respective expenses.

Termination:

This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within the time limits set forth above in Paragraph 15; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Landlord no later than sixty (60) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit, or other approval necessary for the construction and operation of Lessee's Antenna Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Leased Premises due to an action of the FCC, including, without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Leased Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

Casualty or Condemnation:

In the event of damage by fire or other casualty to the Leased Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Leased Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than forty-five (45) days, then Lessee may at any time following such fire or other casualty, provided Landlord has not completed the restoration required to permit Lessee to resume its operation at the Leased Premises, terminate this Lease upon thirty (30) days written notice to Landlord. 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 rent shall abate during the period of such fire or other casualty.

In the event of any condemnation of the Leased Premises, Lessee may terminate this Lease upon fifteen (15) days written notice to Landlord if such condemnation may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than forty-five (45) days. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Leased 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.

Indemnity:

Landlord and Lessee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Premises by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

Insurance:

The Lessee shall purchase at its own expense and maintain for the duration of this Agreement such insurance as will protect it and the Landlord from claims set forth below which may arise out of the Lessee's operations under the Agreement, whether such operations be by itself or by anyone directly or indirectly employed by Lessee or by anyone for whose acts any of them may be liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the contractor, or (2) by any other person;

Claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The Landlord shall be added as an additional insured as their interest may appear on all liability insurance policies.

Workers compensation and employer's liability coverage as required by New Jersey law shall be provided.

Liability insurance shall be on a comprehensive form or on a commercial general form and shall be written on an occurrence basis (policy shall not be a claims made basis). Policies shall be written on an ISO (Insurance Services Office) recommended form or equivalent. It shall include:

Leased Premises- Operations
Products- Completed Operations
Contractual
Personal Injury
Broad Form Property Damage

General liability insurance limits shall be not less than three million (\$3,000,000) dollars per occurrence and three million (3,000,000) dollars aggregate.

Automobile liability insurance shall include owned, non-owned and hired vehicle coverage. Limits shall be not less than one million (\$1,000,000) dollars combined single limit.

If by the terms of the Lessee's insurance mandatory deductibles are required, the Lessee shall be responsible for payment of said deductibles.

At Landlord's request, the Lessee shall file with the Landlord a certificate of insurance setting forth compliance with this Agreement.

Environmental:

Landlord 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 Premises, unless such conditions or concerns are caused by the activities of the Lessee.

Landlord shall hold Lessee harmless and indemnify the Lessee from and assume all duties, responsibility and liability at Landlord'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 condition of the Premises or activities conducted thereon, unless such environmental conditions are caused by the Lessee.

Lessee 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 Leased Premises, unless such conditions or concerns are caused by the activities of the Landlord.

Lessee shall hold Lessor harmless and indemnify the Lessor from and assume all duties, responsibility and liability at Lessee'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 Landlord; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Leased Premises or activities conducted thereon, unless such environmental conditions are caused by the Landlord.

Subordination to Mortgage:

Any mortgage now or subsequently placed upon the Premises of which the Leased Premises are a part shall be deemed to be prior in time and senior to the rights of the Lessee under Agreement. Lessee subordinates all of its interest in the leasehold estate created by this Agreement to the lien of any such mortgage. Lessee shall, at Landlord's request, execute any additional documents necessary to indicate this; provided that each holder of such mortgage furnishes to Lessee a non-disturbance instrument in the form reasonably acceptable to all parties whereby the holder of such mortgage agrees to recognize this Agreement and the rights of Lessee hereunder and not disturb the Lessee in its use and occupancy of the Leased Premises.

Acceptance of Premises:

By taking possession of the Leased Premises, Lessee accepts the Premises in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Premises and Landlord shall not be liable for any latent or patent defect in the Premises.

Estoppel Certificate:

Lessee shall at any time and from time to time upon not less than thirty (30) days prior request by Landlord, deliver to Landlord a statement in writing certifying that (a) the Agreement is unmodified and in full force (or if there have been any modifications, that the Agreement is in full force as modified and identifying the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the certificate knows, Landlord is not in default under any provisions of the Agreement; and (d) such other matters as Landlord may reasonably request.

Notices:

All notices, request, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following address:

If to Landlord, to:

If to Lessee, to:

Successors and Assigns:

This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and assigns.

Non-Waiver:

Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Lessee to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

Miscellaneous:

Landlord and Lessee represent that each, respectively, has full right, power, and authority to execute this Agreement.

This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

This Agreement shall be construed in accordance with the laws of the State of New Jersey.

If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

If requested by Lessee, Landlord agrees promptly to execute and deliver to Lessee a recordable Memorandum of this

Agreement in the form of Exhibit "B".

Lessor covenants and agrees with Lessee that upon Lessee paying the rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Leased Premises.

Interference:

Where there are existing radio frequency user(s) on the Premises, the Landlord will provide Lessee with a list of all existing radio frequency user(s) and their frequencies to allow Lessee to evaluate the potential for interference. Lessee warrants that its use of the Leased Premises will not interfere with existing radio frequency users on the Premises so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue within their respective frequencies and in accordance with all applicable laws and regulations

Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Premises, if such use may in any way adversely affect or interfere with Lessee's communications facility. Landlord will notify Lessee and receive Lessee's written approval prior to granting any third party the right to install and operate communications equipment on the property. Nothing contained herein will restrict Lessee nor its successors and assigns from installing and modifying its communications equipment.

Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hour after receipt of notice of interference from Tenant. In the event any such interference to Tenant's operations do not cease within the aforementioned cure period, then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Landlord.

Tests and Construction:

Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Premises for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Antenna Facilities. Upon Lessee's request, Landlord agrees to provide promptly to Lessee, copies of all available plans, specifications, surveys and maps for the Premises.

Removal Upon Termination:

Lessee, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s), fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear and casualty excepted. Landlord agrees and acknowledges that all of the equipment, fixtures and personal property of the Lessee shall remain the personal property of the Lessee and the Lessee shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law.

Damage or Destruction of Water Tower:

If the water or any portion of the water tower is destroyed or damaged so as to materially hinder the effective use of the water tower through no fault or negligence of the LESSEE, the LESSEE may elect to terminate the Lease Agreement upon 30 days written notice to the LESSOR. In such event, the LESSEE shall promptly remove its equipment and facilities from the Premises. Alternatively, the LESSEE may, at its own expense, repair the damage or replace the water tower in accordance with all specifications and requirements applicable to the original water tank construction.

Water Tower Maintenance/Painting:

In the event the LESSOR needs to maintain or paint the water tower/tank, all LESSEE's equipment on the water tank that interfere with such work will be removed and reinstalled at the LESSEE's expense. In the event that such removal disrupts the provision of Lessee's wireless communications services, then LESSEE will be provided an area to erect and use a portable cellular tower until maintenance/painting has been completed and Lessee has been able to reinstall its facilities in its Leased area.

[SIGNATURES AND ACKNOWLEDGEMENTS ON NEXT PAGE]

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

LANDLORD:

City of Brigantine

By: _____
_____, Mayor

Name: _____

Date: _____

By: _____, Clerk

Name: _____

Date: _____

LESSEE:

By: _____

Name: _____

Title: _____

Date: _____