

# **ADDENDUM NO. 1**

**CITY OF LINDEN**

**UNION COUNTY**

**NEW JERSEY**

**CONTRACT # 2024-01**

**CONTRACT NAME: LAND LEASE FOR CELL TOWER USE**

**THE HONORABLE DEREK ARMSTEAD, MAYOR**

**CITY OF LINDEN COUNCIL**

**MICHELE YAMAKAITIS, COUNCIL PRESIDENT**

Lisa Ormon	Monique Caldwell
Carlos Rivas	Ralph Strano
John Francis Roman	Alfred Rodriguez
Christine Hudak	Barry E. Javick
Mark Armstead	Alfred Mohammed

**CHIEF FINANCIAL OFFICER**  
**Alexis Zack**

**CITY ATTORNEY**  
**Daniel Antonelli, Esq.**

**CITY CLERK**  
**Joseph C. Bodek**

**BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TEL. NO.:** \_\_\_\_\_

RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON BID FORM  
WHEN SUBMITTED

The following changes, additions, deletions or corrections (indicated in **RED** on this Addendum No. 1) shall become a part of the bid package for the project named on the previous page and all other conditions shall remain the same.

Prospective bidders shall acknowledge receipt of this Addendum No. 1 in the space provided on the Acknowledgement of Receipt of Addenda form of the bid package by the number of this addendum. Failure to do so shall deem the submission as non-responsive and subject the bidder to disqualification.

**Item No. 1:** Bid package form *"No Deviations and/or Exceptions"* is revised to be titled as follows: *"Bid Exceptions"*, and is revised to read as below:

**BID EXCEPTIONS**

Should the bidder wish to state any exceptions to the specifications, he must do so on company letterhead attached to the formal bid submission, referring to the section of the specification that the exception is taken. It is mandatory that the bidder list and explain in detail all exceptions or substitutions. The bidder shall explain wholly and thoroughly how the exception meets or exceeds the specification requirement.

The City reserves the sole right to reject any and all deviations or exceptions from the specifications

The City reserves the right to reject any and all bids, in whole and/or in part, which do not comply with the specifications herein and/or the statutory requirements.

The City reserves the right to waive informalities as the City may deem to be in its best interest.

Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Bidder (Officer or Individual)

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**Item No. 2:** The *Bid Document Submission Checklist* is revised as follows, to reflect the updated due dates and removal of performance and maintenance bond requirements from the document submission checklist:

**BID DOCUMENT SUBMISSION CHECKLIST**  
**CITY OF LINDEN**

**LAND LEASE FOR CELL TOWER USE**  
(Project Name)

**2024-01**  
(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 (City's checkmarks)	Initial each item Submitted with Bid (Initial each item)
✓	A bid guarantee as required by N.J.S.A. 40A:11-21
	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22
	A listing of subcontractors as required by N.J.S.A. 40A:11-16
✓	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 (City's checkmarks)	Initial each item submitted with bid (Bidder's initials)	Required with submission of bid (City's checkmarks)	Initial each item submitted with bid (Bidder's initials)
✓	A Bid Proposal Form	✓	Affirmative Action Requirements
✓	Bidder's Qualification Sheet		Bidder's Personnel
✓	Checklist of required documents signed below	✓	Submission of a Non-Collusion Affidavit (this form must be Notarized)
	Experience Sheet	✓	Resolution of Authorization if Bidder is a Corporation
✓	Corporate Disclosure Statement		Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment

✓	American with Disabilities		✓	Corporate Resolution (in applicable)	
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✓	Proof of Insurance		✓	A Business Registration Certificate	
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Check Box 1

The following items, as checked, shall be required after award of the contract:

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Performance Bonds \_\_\_\_\_

Certification of Insurance \_\_\_\_\_✓\_\_\_\_\_

Signed Contracts \_\_\_\_\_✓\_\_\_\_\_

Maintenance Bond \_\_\_\_\_

State Public Works Contractors Registration \_\_\_\_\_

If you are chosen as the highest responsible bidder, you will be required to provide the City 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: \_\_\_\_\_

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## GENERAL BID SCHEDULE

- Advertisement Date \_\_\_\_\_ & \_\_\_\_\_
- Pre-Bid Meeting N/A
- Questions from Vendors Cut-off August 7, 2024
- Bid Opening Date August 21, 2024
- Award Date (Estimate) September 17, 2024
- Project Start date (Estimate) October 1, 2024
- Project End date (Estimate) October 14, 2024



**Item No. 3:** Section 1.4 of the *General Specifications – Ground Lease Fencing, Equipment Building and Related Services* is revised as follows to reflect that an RF safety report is required every 3 years and not annually:

1.4 The LESSEE shall provide the LESSOR with the results in a report from an independent testing agency, at intervals no smaller than every thirty-six (36) months, 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.

**Item No. 4:** Section 2.1 of the *General Specifications – Ground Lease Fencing, Equipment Building and Related Services* is revised as follows:

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. Notwithstanding the foregoing, if Lessee is a current occupant of the premises with existing ground equipment, then said ground equipment is acceptable in its current design and configuration in regard to this request for proposals for the leasing of ground space.

**Item No. 5:** The *Sample Standard form of Ground Lease Agreement* is revised as follows:

**Section 3** is revised to reflect additional details about the execution of the lease agreement:

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 City 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 (1<sup>st</sup>) day of the month in which this Agreement is executed by all parties.

This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Lessor and Lessee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including without limitation portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received

**Section 6** is revised to reflect additional phrasing related to the use of the premises:

## 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 City approval should be finally rejected or any City certificate, permit, license or approval issued to LESSOR or LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by the City; 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.

LESSEE may use the LESSEE's leased area ("Premises") for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "Communication Facility"); LESSEE further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the "Permitted Use"). LESSEE has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinets and communication lines from the Property's main entry point to the equipment shelter. LESSEE has the right to modify, supplement, replace, upgrade, expand the Communication Facility or relocate the Communication Facility within the Premises at any time during the Term. Lessee will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

**Section 19** is revised to reflect additional means by which notice may be sent:

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), or if sent via a nationally recognized overnight courier, postage prepaid, with said notice effective when properly sent and received, or if refused or returned undelivered:

LESSOR: City Clerk  
City of Linden  
301 North Wood Avenue  
Linden, New Jersey 07036

LESSEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 23** is revised to reflect 30 days (from 15 days) to correct monetary fault:

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 thirty (30) 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.

This is the end of Addendum No. 1