

BOROUGH OF PROSPECT PARK
COUNTY OF PASSAIC

**BIDDING DOCUMENTS AND INSTRUCTION TO BIDDERS
FOR THE AWARD OF UP TO TWO (2) LEASE AGREEMENTS FOR THE CO-
LOCATION OF TELECOMMUNICATION EQUIPMENT ON THE EXISTING
TELECOMMUNICATIONS MONOPOLE, AND ANCILLARY WIRELESS
TELEPHONE SUPPORT EQUIPMENT AND STRUCTURES ON MUNICIPAL
PROPERTY LOCATED AT BLOCK 22, LOT 11.**

DATE AND TIME OF BID OPENING:

**Tuesday, May 24, 2022 at 12:00 p.m.
at the Municipal Building
located at 106 Brown Avenue, Prospect Park, NJ**

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NOTICE TO BIDDERS
(Advertisement for Bids)

BOROUGH OF PROSPECT PARK
Municipal Building
106 Brown Avenue
Prospect Park, New Jersey 07058

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Borough Administrator for the Borough of Prospect Park, County of Passaic, State of New Jersey, up to **Tuesday, May 24, 2022 at 12:00 P.M.** prevailing time in the Borough of Prospect Park, New Jersey, at which time and place bids will be opened and read in public for:

The award of up to two (2) leases for the co-location of telecommunication equipment on the existing telecommunications monopole, and ancillary wireless telephone support equipment and structures on Municipal Property located at Block 22, Lot 11 (referred to as the “Monopole”).

Specifications and other bid information may be obtained at the office of the Borough Administrator and may be obtained by prospective bidders during the hours of 9:00 A.M. to 4:30 P.M. Prospective Vendors may be furnished with a copy of the Bidding Documents upon proper written request via email to chowdhuryi@prospectpark.net or in person request. Be advised that requests via email may take up to two (2) business days to fulfill. Other bid information may also be obtained at the office of the Borough Administrator, Borough of Prospect Park, 106 Brown Avenue, Prospect Park, New Jersey 07508, during regular business hours.

Bids must be made on the proposal forms in the manner designated, enclosed in a sealed envelope bearing on the outside the name and address of the bidder, the title of the project and the name of the contract bid upon and must be accompanied by certified check, cashiers check or bid bond drawn to the order of the Borough of Prospect Park, New Jersey for not less than ten percent (10%) of the amount of the bid, but in no case in excess of twenty thousand dollars (\$20,000.00).

All bids must be received in the office of the Borough Administrator no later than the bid opening date and time stated above. Bids may be mailed to the Borough Administrator at the above address or delivered in person to the office of the Borough Administrator between the hours of 9:00 a.m. and 4:30 p.m. on official business days. No bid will be considered, regardless of the postmark, unless it is in the hands of the Borough Administrator prior to the time set for the opening of the bids. The Borough of Prospect Park assumes no responsibility for bids mismailed or misdirected.

The Borough will not accept bids of less than a five (5) year term with four five (5) year renewal options, nor will it accept bids for less than an annual rental payment of \$40,800.00. Commencement of rent shall be due upon receipt of all required permits to begin construction. There shall be a yearly increase in rent by 3% or the Consumer Price Index (the “CPI”) applicable to the New York Region, whichever is higher, on

each anniversary of the Commencement Date or Renewal Date over the term of the Lease. After obtaining all necessary approvals, but prior to the commencement of construction, all successful bidders must submit the annual rental payment to the Borough for the first year of the Lease. Such payment shall be non-refundable. Thereafter annual rental payments shall be paid within fifteen (15) days of the anniversary of the commencement of the construction. All successful bidders shall be required to enter into a Construction Cost Sharing and Collocation Agreement pursuant to the terms of the Borough's existing agreement with Omnipoint Facilities Network 2, LLC, by its agent, Omnipoint Communications, Inc. ("Omnipoint") or its designated assignee.

No bid may be withdrawn for a period of sixty (60) days after the date set for the opening thereof.

The right is reserved to reject any or all bids or to waive any informality in the bidding if it is in the best interest of the Borough of Prospect Park to do so. The Borough also reserves the right to reject any and all bids. The Borough also reserves the right to reject any and all bids that do not comply with obligations and terms of the Borough's existing agreement with Omnipoint or its designated Assignee.

Bidding shall be in conformance with the applicable requirements of the "Local Public Contracts Law", N.J.S.A. 40A:11-1, et seq. and the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq.

By order of the Borough of Prospect Park.

Intashan Chowdhury
Borough Administrator

Dated: May 11, 2022

INSTRUCTIONS TO BIDDERS

1. A Prebid meeting for interested bidders will not be held.
2. Bidder inquiry as to details of the specifications may be made of in writing to:

CONTACT PERSON: Intashan Chowdhury
Borough Administrator
ADDRESS: BOROUGH OF PROSPECT PARK
106 Brown Ave
Prospect Park, New Jersey 07508
E-MAIL: chowdhuryi@prospectpark.net
PHONE NO.: 973-790-7902
FAX NO.: 973-790-6632

With a copy of any inquiry to:

Denis G. Murphy, Esq.
Weiner Law Group, LLP
629 Parsippany Road
Parsippany, NJ 07054
E-MAIL: dmurphy@weiner.law
PHONE NO.: 973-403-1100
FAX NO.: 973-403-0010

BETWEEN THE HOURS OF 9:00 A.M. AND 4:30 P.M. MONDAY THROUGH FRIDAY

3. Submission of Bids:
 - a. The Borough of Prospect Park, Passaic County, New Jersey (hereinafter referred to as the "Borough") invites sealed bids pursuant to the Notice of Bidders.
 - b. All bids must be received in the Office of the Borough Administrator by:
Date: Tuesday, May 24, 2022 Time: 12:00P.M.
 - c. All bids must be submitted in a sealed envelope addressed and marked as follows:
FROM:
NAME OF BIDDER:
ADDRESS OF BIDDER:
TO: Borough of Prospect Park
ATTN: BOROUGH ADMINISTRATOR
106 Brown Avenue
Prospect Park, NJ 07508
BID PROPOSAL FOR: MONOPOLE CO-LOCATION PROJECT
 - d. If bids are sent by regular mail, it will be at the bidder's risk.

- e. No responsibility will attach to any municipal representative for the premature opening of a bid not properly addressed and identified.
- f. No interpretation of the meaning of the Specifications or other contract documents will be made to any bidder orally. Every request shall be in writing addressed to the Borough Administrator, Borough of Prospect Park. Such requests must be received at least ten (10) business days prior to the opening of the bid.
- g. Should any error, omissions inconsistencies, obscure wording or ambiguity appear or occur in the Instructions or Specifications herein, the bidder shall, before submitting their bid, apply to the Borough in writing, for an interpretation and determination of the intent of the Instructions and Specifications. For requests for such interpretations to be given consideration, they must be received by the Borough at least ten (10) business days prior to the date fixed for the opening of bids.
- h. Submission of the Bid Proposal serves as the bidder's representation that it has duly considered all information contained in the Bid Specifications and Instructions to Bidders in the course of preparing its bid.
- i. Conditional bids will not be accepted.
- j. The sealed envelope, in order to be considered a completed, proper bid, must contain the following on standard proposal forms when provided in this document:
 - i. **BID PROPOSAL FORM**, complete including total amount of bid and signature.
 - ii. **BIDDER'S CHECKLIST**, completed and signed.
 - iii. **ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**, completed and signed.
 - iv. **STOCKHOLDER OR PARTNERSHIP DISCLOSURE Certification (STANDARD FORM)**, completed and signed.
 - v. **NON-COLLUSION AFFIDAVIT (STANDARD FORM)**, completed and signed.
 - vi. **BID BOND, CERTIFIED CHECK, CASHIER'S CHECK OR ANY COMBINATION THEREOF IN AN AMOUNT NO LESS THAN TEN PERCENT (10%) OF THE TOTAL AMOUNT OF BID, NOT TO EXCEED \$20,000 (TWENTY THOUSAND DOLLARS).**
 - vii. **BIDDER QUESTIONNAIRE**, completed and signed.
 - viii. **CERTIFICATE OF INSURANCE STATEMENT**, completed and signed.
 - ix. Other documents to be submitted with the bid as noted in these Instructions to Bidders or the Bid Specifications.
 - x. The Borough reserves the right to require a complete financial and experience statement from prospective bidders showing that they have satisfactorily completed work of the nature required before furnishing proposal forms or Specifications or before awarding the Contract.

4. Bid Security

a. Bid Guarantee

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten (10%) percent of the total price bid (the total sum of payments over the five (5) year term of the lease), but not in excess of \$20,000, payable unconditionally to the Borough of Prospect Park. When submitting a Bid Bond, it shall contain Power of Attorney for the full amount of the Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Borough. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder(s) to whom the contract is awarded shall be retained until a contract is awarded, a contract is executed and the first annual rental payment is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract. No interest will be allowed on the bid security deposits.

Attorneys in fact, who sign bonds, shall file with each bond a certified, and effectively dated copy of their power of attorney.

5. Interpretation and Addenda:

- a. No oral interpretation shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the specifications and contract documents.
- b. Any supplemental instructions or requirements will be in the form of a written Addendum which will be forwarded to all prospective bidders on record by way of electronic mail and as required by law. Failure of any bidder to receive addenda shall not relieve the bidder from any obligation under its bid. In addition, a failure on the part of any bidder to acknowledge receipt of addenda may result in disqualification of the entire bid submission.
- c. All Addenda issued prior to date of receipt of bids must also be signed and returned with the bid.
- d. All Addenda issued prior to date of receipt of bids shall become part of the contract documents and shall be included in bid prices.
- e. Should any error, omissions inconsistencies, obscure wording or ambiguity appear or occur in the Instructions or Specifications herein, the bidder shall, before submitting their bid, apply to the Borough in writing for an interpretation and determination of the intent of the Instructions and Specifications. For requests for such interpretations to be given consideration, they must be received by the Borough at least ten (10) business days prior to the date fixed for the opening of bids.

6. Quotations and Bids:

- a. Prices should be quoted without any Federal or State taxes as Municipalities are exempt from such taxes.
- b. Failure of the bidder to sign the bid in ink or have the signature of an authorized representative or agent on the bid proposal in the space provided may be cause for rejection of the bid.
- c. Prices should be for the right to co-locate telecommunication equipment on the existing telecommunications monopole, and ancillary wireless telephone support equipment and structures on Municipal Property. **Prices are exclusive of any amount or costs the bidder is required to pay to Omnipoint, Facilities Network 2, LLC and Omnipoint Communications, Inc. ("Omnipoint") or its designated Assignee pursuant to the existing agreement with Omnipoint or its designated Assignee and the Construction Cost Sharing Co-Location Agreement, which all successful bidders are required to enter into.**
- d. The amount of the bid should be expressed in both words and numbers as provided on the Bid Proposal form.
- e. Conditional bids will not be accepted.
- f. All successful bidders shall be required to enter into a Construction Cost Sharing Co-Location Agreement contained herein with the Borough and Omnipoint. There shall only be one bid amount (price) contained on the Bid Proposal form. The amount of the bid contained upon the Bid Proposal form represents the bid amount if the prospective bidder is awarded the lease to collocate upon the tower subject to the Construction Cost Sharing and Collocation Agreement contained herein.
- g. The Borough may award up to two (2) lease agreements to the highest responsible bidders. The successful bidders will have their choice of co-location on the existing monopole, subject to Omnipoint's or its designated Assignee's approval, in descending order of the amount of their bids commencing with the highest responsible bidder downward.

7. Brand Names, Standards or Quality, Patents

- a. Only manufactured and farm products of the United States, wherever applicable, shall be used on this contract in accordance with prevailing statutes.
- b. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

- c. The contractor shall hold and save harmless the Borough, its officers, agents, servants, and employees from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
 - d. Wherever practical and economical to the Borough, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- 8. Award of Bids:
 - a. In comparing bids, consideration will not be confined to cost only. The successful bidder will be one whose product is judged to best meet all of the specifications.
 - b. The Borough reserves the right to reject any or all bids and to waive any minor discrepancies in the bids or specifications when deemed to be in the best interest of the Borough.
 - c. The Borough reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
 - e. The Borough may award up to two (2) lease agreements to the highest responsible bidders. The successful bidders will have their choice of co-location on the existing monopole, subject to Omnipoint or its designated Assignee's approval, in descending order of the amount of their bids commencing with the highest responsible bidder downward. In the event that there are less than two (2) bidders, the Borough reserves its rights to award lease agreements to the current bidder and to authorize solicitation of bids for lease agreements subject to the Construction Cost Sharing and Collocation Agreement contained herein at a later date.
 - f. Should a bidder to whom a Lease for co-location on the existing monopole and ancillary wireless telephone support equipment and structures is awarded fail to enter into a lease agreement with the Borough or fail to enter into the required Construction Cost Sharing and Collocation Agreement, the Borough may then, at its option, accept the bid of the next highest responsible bidder who was not initially awarded such a Lease.
 - g. The Borough reserves and retains all of its rights to award future lease agreements for additional co-locators subject only to the Construction Cost Sharing and Collocation Agreement contained herein.
- 9. Insurance:
 - a. If it becomes necessary for the bidder to enter upon the premises or property of the Borough or any other property not owned by the Borough but where the bidder is acting as an agent for the Borough to construct, erect, inspect, make delivery or remove property hereunder, the successful bidder covenants and agrees to take, use,

provide and make all proper, necessary and sufficient precautions, safeguards and protection against any accidents, injures or damages.

- b. During the term of Lease, the successful bidders shall maintain, or cause to be maintained, in full force and effect at their sole cost and expense the following types and limits of insurance by insurers licensed to do business by the State of New Jersey, as follows:
 - i. Comprehensive commercial general liability insurance with minimum limits of \$2,000,000 per occurrence combined single limit for bodily injury and property damage.
 - ii. Worker's Compensation and employee liability insurance in accordance with the Laws of the State of New Jersey.
 - iii. Comprehensive automobile liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability of not less than \$2,000,000 combined single limit for bodily injury and property damage.
 - iv. Umbrella liability insurance with limits of not less than \$5,000,000 per occurrence combined single limit for bodily injury and property damage in excess of the commercial general liability and comprehensive automobile liability limits.
 - v. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floaters or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are used in or incidental to the installation of the monopole. Upon completion of the installation of their antennae and accessory structures and the installation of their equipment, the successful bidders shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance of the premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
 - vi. The Borough shall have the right to have the insurance proceeds applied to reconstruction, replacement and repair of any antennae, accessory structures or equipment.
- c. Commercial General Liability insurance policies shall name the Borough of Prospect Park and its officers, officials, agents, and employees as an additional insured, and shall indemnify and hold the Borough of Prospect Park harmless from any action arising out of the successful bidders' use and occupancy of the monopole and the Property.

10. Financial and Experience Statement:

The Borough reserves the right to require a complete financial and experience statement from prospective bidders showing that they have satisfactorily completed

work of the nature required before furnishing proposal forms or Specifications or before awarding the contract.

11. Termination:

- a. If a successful bidder fails to make its rental payment when due and does not cure such failure within ten (10) days of the Borough's notice thereof the Borough shall have the right to terminate the Lease by written notice to take effect immediately. In addition either party shall have the right to terminate the Lease on written notice to take effect immediately if the other party (i) fails to perform any other covenant for a period of forty-five (45) days after receipt of notice thereof; or (ii) commits a material breach of the Lease and fails within forty-five (45) days of the first party's notice thereof to commence curing the breach and continuously and diligently pursues such cure to its completion.
- b. Notwithstanding the above, a successful bidder shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of contract by a bidder.
- c. A successful bidder agrees to indemnify and hold the Borough harmless from any liability to subcontractors/suppliers for payment for work performed or goods supplied arising out of the contract.

12. Hold Harmless:

A bidder awarded a contract under these specifications shall indemnify and hold harmless the Borough of Prospect Park, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including attorney's fees, incurred or suffered on account of property damage or loss and/or personal injury, including loss of life, of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the bidder, its employees, agents, servants or subcontractors in the performance of the work to be performed pursuant to these specifications or the failure of the bidder, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications. The bidder further agrees that this indemnification by the bidder shall continue after completion of the contract for all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including attorney's fees, resulting from acts or omissions of the bidder, its employees, agents, servants or subcontractors which occur prior to the completion of the contract.

13. Prevailing Wage Rate:

The New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and provisions of the State Labor Laws must be complied with by the successful bidder.

14. Non-Collusion Affidavit:

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

15. Statement of Corporate Ownership:

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own a ten (10%) percent or greater interest therein. All bidders shall complete and include with their bids a Partnership-Stockholder Certification Statement in the form provided. If one or more such stockholders or partners is itself a corporation or partnership, the bidder shall submit further disclosures pursuant to the law.

16. Non-Discrimination:

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant for such employment because of race, creed, color, national origin or ancestry, sexual or affectional preference or handicap. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

17. Bidder Questionnaire/Qualifications:

The Bidder must complete the enclosed Bidder Questionnaire. The Borough of Prospect Park may also make such investigation as it deems necessary to determine the ability of the bidder to provide the goods and services and to verify the bidder's warranties and established prices. The bidder shall furnish any information and data for this purpose as the Borough of Prospect Park may request. The Borough of Prospect Park reserves the right to reject any bid, if the investigation fails to satisfy the Borough of Prospect Park that the bidder is properly qualified to provide the goods and services contemplated herein.

18. Bidder's Checklist:

Bidders must complete and submit with their bids the Bidder's Checklist provided herewith.

19. Conditions of Work:

Bidders shall submit bids subject to and in accordance with all the conditions stated herein, required by the Specifications, and actual conditions. Bidders shall carefully examine the site and the site plan in the possession of the Borough Administrator prepared by Omnipoint, as well as the Specifications and fully inform themselves as to the existing conditions and to the work of others coming in conjunction with their work, both labor and materials, even though not specifically shown or noted, but which are necessary to obtain a complete and

finished condition. The Borough Documentation related to the Site is for illustrative purposes only and bidders shall not rely on such and shall conduct any independent analysis and testing prior to the submission of its bid.

20. Obligations of Bidders;

At the time of the opening of bids, each bidder will be presumed to have inspected the site, the site plan in the possession of the Borough Clerk prepared by Omnipoint and to have read and to be thoroughly familiar with the Contract Documents (including addenda). The failure or neglect of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

The bidder shall examine the contents of the Specifications, the preliminary drawing and other form contract documents included for bidding purposes. The Specifications, the site plan and other documentation in the possession of the Borough Administrator prepared by Omnipoint and other Contract related Documents are for illustrative purposes and all bidders shall not rely on them and shall conduct any and all analysis and testing to formulate its bid.

The Borough makes no representations regarding the status or condition of the facility. Bidders shall contact the Borough Administrator to arrange for inspection of the site and to satisfy themselves of its suitability for its proposed use. It shall be the responsibility of the bidders to visit the sites and make a tour and inspection of the Facilities and to conduct any necessary testing prior to the submission of the bid in order to submit a responsible bid for the Co-Location on the Tower under the terms of this bid. A Site Inspection is strongly recommended. A site visit shall be arranged by contacting the Director of Public Works through the Borough Administrator at chowdhuryi@prospectpark.net. Bidders shall allow at least three (3) business days for scheduling a Site Inspection. No special consideration shall be given after bids are opened because of the bidder's failure to be knowledgeable of all conditions or for failing to conduct the necessary testing. In the event that the Bidder fails to perform a Site Inspection, by submission of its bid it is waiving any rights or claims relating to Bidder's failure to inspect the site prior to the Bid.

21. Acquisition, Merge; Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to the new party.

22. Forms of Contracts to be Awarded:

All of the proposed agreements contained herein are to be used merely as guidance in the ultimate negotiation of the agreements, the terms of which are to be satisfactory to the Mayor and Borough Council of the Borough of Prospect Park and the bidder.

23. Governing Law, State and Funding:

This contract shall be governed by and construed in accordance with the laws of the State of New Jersey, including the Local Public Contracts Law of the State of New Jersey (N.J.S.A. 40A:11, et seq., N.J.S.A. 40A:12-1, et seq. and N.J.A.C. 5:34-1 et seq.), the Local Lands and Buildings Law and the Uniform Commercial Code (UCC).

END OF INSTRUCTIONS TO BIDDERS

NO BID RESPONSE FOR REASONS CHECKED.

☐ CANNOT COMPLY WITH SPECIFICATIONS

WHICH ONES? _____

☐ UNABLE TO MEET DELIVERY

☐ CANNOT COMPLY WITH TERMS/CONDITIONS

☐ DO NOT SELL/MANUFACTURE TYPE OF ITEMS INVOLVED

NAME AND ADDRESS OF FIRM

TYPE OR PRINT NAME OF SIGNER

SIGNATURE

SOLICITATION: The award of up to two (2) leases for the co-location of telecommunication equipment on the existing telecommunications monopole, and ancillary wireless telephone support equipment and structures on Municipal Property located at Block 22, Lot 11 (referred to as the “Monopole Co-Location Project”).

DATE/TIME: _____, 2022 at _:00 p.m.

FOLD HERE

FROM:

STAMP

TO: BOROUGH OF PROSPECT PARK
ATTN: BOROUGH ADMINISTRATOR
106 Brown Avenue
Prospect Park, New Jersey 07508

BID SPECIFICATIONS

1. INTENT

The intent of these specifications is for the Borough of Prospect Park to be furnished proposals for the lease of Borough property commonly known as 162 North 13 Street, Behind DPW Building, Prospect Park, New Jersey, located at Block 22, Lot 11 on the Tax Map of the Borough of Prospect Park, hereinafter referred to as "the premises" for the project identified as:

The award of up to two (2) leases for the co-location of telecommunication equipment on the existing telecommunications monopole, and ancillary wireless telephone support equipment and structures on Municipal Property located at Block 22, Lot 11 (referred to as the "Monopole Co-Location Project")

Two (2) of the highest responsible bidders shall be responsible, at its expense, for the co-location of its antennae on the existing monopole in place and the design and construction of accessory structures necessary to operate the same.

It is intended that said lease shall include the right to install and maintain antennas for use in connection with wireless telecommunications equipment, together with the right to erect and maintain an equipment cabinet/shelter on said premises.

Simultaneous to the award to the highest responsible bidder, the Borough intends to award lease agreements separately to the second highest responsible bidders meeting specifications for space upon the tower for the placement of antennae and to locate ancillary support facilities, subject to the form of Construction Cost Sharing and Collocation Agreement contained herein and terms and conditions satisfactory to the Mayor and Council of the Borough of Prospect Park. In the event that there are less than two (2) bidders, the Borough reserves its right to award a lease agreement to the current bidder and to authorize solicitation of bids for future lease agreements subject to the Construction Cost Sharing and Collocation Agreement contained herein at a later date.

The Borough owns all rights and interests of co-locating telecommunications providers upon the tower subject only to the co-locator's execution of the Construction Cost Sharing and Collocation Agreement contained herein and the rights of the existing lessors.

2. SPECIFICATION DETAILS

2.1 Approvals:

No improvements, construction, installation or alteration of or on the site shall be commenced until plans for such work have been approved by the appropriate Borough agency and all necessary permits have been properly obtained by the highest successful bidder and the second highest bidder. Prior to applying for said approvals, each successful bidder shall submit plans and specifications for co-location to the Borough Engineer for review. The plans shall include fully dimensioned site plan drawn to scale showing the proposed locations for ground area required; height of antenna, type and sizing of antenna mountings; and the proposed sizing and type of construction materials for all structures, and any other details the Borough may request.

2.2 Structural Analysis (SA)

Each successful bidder shall submit a passing rigorous structural analysis (SA) stamped by a professional engineer licensed in the State of New Jersey. In order for the SA to be considered accurate, an antenna and line mapping must be completed, at the bidder's expense, for all existing antennas, lines and ancillary equipment installed on the tower. The mapping information will be used in the SA for precise identification of existing equipment. The successful SA must also include the following considerations:

- a. 114 mph (3-second gust) w/o ice / 40 mph (3 second gust) w/ 1" ice
- b. Ice density of 56 pcf
- c. Class II
- d. Exposure category "C"
- e. Topo Category 1
- f. 2018 IBC / TIA-222-H standard

2.3 Geotechnical Report and Monopole Foundation Design.

For the convenience of the prospective bidders, attached to the bid specifications is a geotechnical report completed by Dewberry-Goodkind, Inc. dated 10/31/2002. Also included are tower design calculations from Penn Summit Tubular, LLC dated 4/14/2003. These documents must be used in order to complete the SA.

2.4 Site Survey

A draft drawing of the property is attached and in the possession of the Borough Administrator available for inspection is the Site Plan prepared by Omnipoint detailing the location of the monopole and accessory structure. However, the Borough makes no representations regarding the accuracy of the drawing or site plan. Further, the provision of the drawing or site plan does not alleviate the two (2) highest responsible bidders' requirement to submit drawings and plans as contained herein.

2.5 Accessory and ancillary structures.

Each of the successful bidders (the highest responsible bidder and the second highest responsible bidder) shall be permitted to install or construct one (1) accessory/ancillary building or equipment cabinet concrete platform within the site. This will be considered the

ground lease area. The successful bidders must keep any and all associated ground equipment within the confines of the ground space they intend to use. This includes but is not limited to utility racks, generators, cabinets, etc.

2.6 State and Federal Requirements

The proposed antennae shall meet or exceed current standards and regulations of the FAA, the FCC, and any other Agency of the State or Federal government with the authority to regulate communications monopole. Structure does not require registration. There are no airports within 8 kilometers (5 miles) of the towers coordinates. The antenna shall not be artificially lighted, unless required by FAA or other applicable authority. If for any reason lighting of the tower is required, the lighting alternatives and design shall cause the least disturbance to the surrounding properties and views and shall be subject to the approval by the Borough.

2.7 Close Out Package

Upon completion of the installation of the antennae, lines, ancillary equipment and ground space equipment, the successful bidders shall submit a complete close out package (COP). The COP must contain photos of the antenna/ancillary equipment models, a tape drop showing the rad height of the antennas, redlined CD's and any other COP forms that are commonly used to show completion of the installation.

3. TERMS AND CONDITIONS

3.1 Lease agreement.

All successful bidders (the highest responsible bidder and the second highest responsible bidder) shall be required to enter into a Lease Agreement with the Borough of Prospect Park in a form satisfactory to the Mayor and the Borough Council. All successful bidders (the highest responsible bidder and the second highest responsible bidder) shall also be required to enter into a Construction Cost Sharing Co-Location Agreement with the Borough and Omnipoint or its designated Assignee.

For the convenience of the prospective bidders, attached to the within bid specifications is a standard form of lease agreement and Construction Cost Sharing Co-Location Agreement. However, the Borough does not waive its rights to negotiate the form of the lease agreement or Construction Cost Sharing Co-Location Agreement in a form satisfactory to the Mayor and Council.

3.2 Lease Term:

3.2.1 The initial lease term shall be five (5) years with four (4) five (5) year renewal options, for a maximum of twenty-five (25) years.

3.2.2 Abandonment or termination - Upon termination of Omnipoint's Lease or abandonment of the tower and premises by Omnipoint or its designated Assignee, the Borough shall have the right of assuming ownership and/or negotiating additional responsibilities for the tower and premises with any then remaining Co-locators.

3.3 Removal of the Antennae and Accessory Structures.

Upon completion of each successful bidders' Lease Term, their antenna and accessory structures shall be removed at their cost and expense.

The Borough owns all rights and interests of co-locating telecommunications providers upon the tower subject only to the co-locator's execution of the Construction Cost Sharing and Collocation Agreement contained herein and the rights of the existing lessors. The highest responsible bidder and the second highest responsible bidder cannot enter into a lease agreement with another telecommunications provider for space upon the tower until such time the Borough enters into co-location agreement with said provider.

3.4 Simultaneous leasing of premises and co-location.

3.4.1 The Borough shall provide for simultaneous leasing of the leased premises to all successful bidders under a lease identical in form except as to the accepted rent bid for each successful bidder. Said Lease Agreement and the required Construction Cost Sharing Co-Location Agreement shall, among other things, be subject to approval by the Borough and Omnipoint and shall describe how the successful bidders shall share, divide, allocate, contribute and/or bear responsibility for the cost of making any improvements to the leased premises. All successful bidders shall be required to enter into a "Co-Location Agreement" with each other that shall state the rights and responsibilities to each other. Each successful bidder shall contribute a pro rata share to the cost of construction of the monopole.

3.4.2 All successful bidders shall be required to begin installation of their antenna, construction of the accessory structures necessary to operate same, and installation of equipment within thirty (30) days of the receipt of the appropriate approvals. Construction is to be performed in an expeditious and workmanlike manner but shall be completed within ninety (90) days.

3.5 Use of premises by other providers.

The Borough's use of space on the monopole shall be without charge to the Borough. All wireless carriers shall be solely responsible for the cost of locating and placing their equipment onto the monopole and into ancillary support facilities, including any support building.

The Borough shall own all rights and interests of co-locating telecommunications providers upon the tower subject only to the co-locator's execution of the Construction Cost Sharing and Collocation Agreement contained herein and the rights of the existing lessors. The highest responsible bidder and the second highest responsible bidder cannot enter into a lease agreement with another telecommunications provider for space upon the tower until such time the Borough enters into co-location agreement with said provider.

3.6 Lease Term for co-locating or other providers.

The initial lease term of all successful bidders co-locating shall be five (5) years with four (4) five (5) year renewal options.

3.7 Base rent.

Bids shall be submitted for an annual base rent of not less than forty thousand eight hundred dollars (\$40,800.00). Commencement of rent shall be due upon receipt of all required permits to begin construction. There shall be a yearly increase in rent by 3% or Consumer Price Index (the "CPI") applicable to the New York Region, whichever is higher, on each anniversary of the Commencement Date or Renewal Date over the term of the Lease. **After obtaining all necessary approvals, but prior to the commencement of construction, all successful bidders must submit the annual rental payment to the Borough for the first year of the Lease. Such payment shall be non-refundable.** Thereafter annual rental payments shall be paid within fifteen (15) days of the anniversary of the commencement of the construction.

3.8 Use of premises.

The successful bidders shall use the premises for the installation, operation and maintenance of wireless communications or personal communications antennae and related equipment and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment as such location based system may require or as may be required by any county, state or federal agency/department. The successful bidders, shall at their expense, comply with all present and future Federal, State, County and Local laws, ordinances, rules and regulations (including laws and ordinances relating to health safety, radio frequency emissions, and radiation), in connection with the use, operation, maintenance, construction and or installation of the premises.

The successful bidders shall not cause interference with the Borough's continued use of Block 22, Lot 11. The successful bidders shall also comply with the exiting Lease Agreement between the Borough and Omnipoint.

3.9 Assignment and subletting.

Each successful bidder shall have the right to assign or transfer its respective rights under the Lease to any person or business entity which is licensed by the FCC to operate a wireless communications business, is a parent or affiliate of the successful bidder, controls or is controlled by or under common control with the successful bidder, is merged or consolidated with the successful or purchases more than fifty percent (50%) interest in the ownership or assets of the successful bidder. In all other instances, each successful bidder shall obtain the Borough's prior written consent for assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

The Borough owns all rights and interests of co-locating telecommunications providers upon the tower subject only to the co-locator's execution of the Construction Cost Sharing and Collocation Agreement contained herein and the rights of the existing lessors.

3.10 Maintenance, repairs and utilities.

All successful bidders shall, at their own expense, maintain the leased premises and all improvements, equipment and other personal property on the premises in good working order, condition and repair. All successful bidders shall keep the premises free from debris and

anything dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. Omnipoint shall arrange for the maintenance of the common areas of the leased premises and other successful bidders shall contribute a pro rata share to the cost of such maintenance. Successful bidders shall also arrange for their own metered electrical service from the local utility company and shall pay all charges for the electricity and other utilities used by it at this site.

3.11 Interference.

The successful bidders shall not cause interference to the radio frequency communication operations of the Borough, Omnipoint, or anyone holding an existing lease agreement with the Borough to operate/co-locate on the Property if such equipment is installed prior to the successful bidder's execution of a Lease and if such equipment is being operated within its licensed bandwidth. After a successful bidder executes a Lease, the Borough shall not install or permit the installation of any radio equipment on the monopole interfering with or restricting the operations of such successful bidder, provided such successful bidder is operating within its licensed bandwidth. Such interference shall be deemed a material breach of the Lease by the Borough. Should such interference occur, the Borough shall promptly take all necessary action, at no cost to such successful bidder, to eliminate the cause of said interference, including, if necessary removing or causing tenant to remove equipment creating said interference. The successful bidders shall operate their facilities and equipment in compliance with all Federal Communications Commission (FCC) regulations.

3.12 Insurance.

During the term of Lease, the successful bidders shall maintain, or cause to be maintained, in full force and effect at their sole cost and expense the following types and limits of insurance by insurers licensed to do business by the State of New Jersey, as follows:

- i. Comprehensive commercial general liability insurance with minimum limits of \$2,000,000 per occurrence combined single limit for bodily injury and property damage.
- ii. Worker's Compensation and employee liability insurance in accordance with the Laws of the State of New Jersey.
- iii. Comprehensive automobile liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability of not less than \$2,000,000 combined single limit for bodily injury and property damage.
- iv. Umbrella liability insurance with limits of not less than \$5,000,000 per occurrence combined single limit for bodily injury and property damage in excess of the commercial general liability and comprehensive automobile liability limits.
- v. At the start of and during the period of any construction, builders all-risk insurance, together with installation floaters or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are used in

or incidental to the installation of the antennae and any accessory structures. Upon completion of the installation of their antennae and accessory structures and the installation of their equipment, the successful bidders shall substitute for the foregoing policies of fire, extended coverage and vandalism and malicious mischief insurance of the premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

vi. The Borough shall have the right to require the successful bidder to have the insurance proceeds applied to reconstruction, replacement and repair of any antennae, accessory structures or equipment.

3.13 Additional insured.

Commercial General Liability insurance policies shall name the Borough of Prospect Park and its officers, officials, agents, and employees as an additional insured, and shall indemnify and hold the Borough of Prospect Park harmless from any action arising out of the successful bidders' use and occupancy of the monopole and the Property.

3.14 Evidence of insurance.

Certificates of insurance for each insurance policy required to be maintained by the successful bidders shall be filed and maintained with the Borough annually during the term of the Lease.

3.15 Cancellation of policies of insurance.

All insurance policies maintained pursuant to the said Lease Agreement shall contain an endorsement requiring at least sixty (60) days prior written notice to the Borough by the Insurer of any intention not to renew such policy or to cancel, replace or materially alter the same.

3.16 Optional termination.

Successful bidders may terminate their Lease Agreement without further liability on prior written notice to the Borough which shall become effective thirty (30) days after the date notice is mailed for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect a successful bidder's ability to operate; (ii) FCC ruling or regulation which is beyond the control of a successful bidder and further which renders the Premises unsuitable; (iii) technical reasons, including but not limited to signal interference; (iv) subsequent changes in system design which prohibits a successful bidder's operation; (v) if a successful bidder is unable to obtain any required license, permit or approval which may be required for the construction and operation of the successful bidder's installation, including where the inability is caused by engineering surveys or structural reports; or (vi) for economic reasons. In the event of such termination by a successful bidder, the successful bidder shall not be entitled to any refund of rental payments.

The Borough may terminate this Agreement without further liability on prior written notice to a successful bidder which shall become effective thirty (30) days after the date notice is mailed if the successful bidder loses its license to provide PCS/cellular/wireless

services for any reason, including, but not limited to, non-renewal, cancellation or expiration of its license.

3.17 Default and Borough's remedies.

If a successful bidder fails to make its rental payment when due and does not cure such failure within ten (10) days of the Borough's notice thereof the Borough shall have the right to terminate the Lease by written notice to take effect immediately. In addition either party shall have the right to terminate the Lease on written notice to take effect immediately if the other party (i) fails to perform any other covenant for a period of forty-five (45) days after receipt of notice thereof; or (ii) commits a material breach of the Lease and fails within forty-five (45) days of the first party's notice thereof to commence curing the breach and continuously and diligently pursues such cure to its completion.

3.18 Damage or destruction of monopole.

If the monopole or any portion of the monopole is destroyed or damaged so as to materially hinder effective use of the monopole through no fault or negligence of the successful bidders, the successful bidders may elect to terminate the Lease Agreement upon thirty (30) days written notice to the Borough. In such event, the successful bidders, at their sole expense, shall promptly remove the monopole and all ancillary support equipment and structures from the premises and return the premises to the condition it existed in prior to the entry of the Lease.

BID PROPOSAL

TO: Borough of Prospect Park
ATTN.: BOROUGH ADMINISTRATOR
106 Brown Ave.
Prospect Park, New Jersey 07508

The undersigned bidder(s) declares that he/she has read the Notice to Bidder, Instructions to Bidders, Affidavits and Specifications attached, that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted, to furnish and deliver the following:

The award of up to ____ (____) leases for the co-location of telecommunications equipment on the existing telecommunications monopole, and ancillary wireless telephone support equipment and structures on Municipal Property located at Block 22, Lot 11 (referred to as the "Monopole Co-Location Project").

The bid amount offered (**minimum \$40,800.00 annually**) is:

_____ dollars
ANNUAL RENT (write in words)

\$ _____
ANNUAL RENT(write in figures)

The undersigned is a ☐ Corporation under the laws of the State of _____
☐ Partnership
☐ Individual

having its principal office at _____

COMPANY

ADDRESS

FED ID. OR SOCIAL SECURITY NO.

TELEPHONE NUMBER

SIGNATURE

FAX NUMBER

TYPE OR PRINT NAME

DATE

TITLE

BIDDER'S CHECKLIST

THE FOLLOWING CHECKLIST MUST BE PROPERLY COMPLETED WITH THE BID PACKAGE AND SUBMITTED TO BOROUGH OF PROSPECT PARK AS PART OF THE BID DOCUMENTS.

ITEM

- REVIEWED THE INSTRUCTIONS TO BIDDERS ☐
- REVIEWED THE BID SPECIFICATIONS ☐
- REVIEWED AND COMPLETED BID PROPOSAL FORM ☐
- REVIEWED AND COMPLETED ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS (MANDATORY UNDER N.J.S.A. 40A:11-23.2) ☐
- REVIEWED AND COMPLETED NON-COLLUSION AFFIDAVIT ☐
- REVIEWED AND COMPLETED BIDDER QUESTIONNAIRE ☐
- REVIEWED AND COMPLETED PARTNERSHIP-STOCKHOLDER CERTIFICATE STATEMENT (MANDATORY UNDER N.J.S.A. 40A:11-23.2) ☐
- CERTIFICATE OF INSURANCE STATEMENT ☐
- SUBMITTED BID BOND, CERTIFIED CHECK, CASHIER'S CHECK OR ANY COMBINATION THEREOF IN AN AMOUNT NO LESS THAN TEN (10) PERCENT OF THE TOTAL AMOUNT OF BID, NOT TO EXCEED \$20,000 (MANDATORY UNDER N.J.S.A. 40A:11-23.2) ☐
- REVIEWED FORM OF LEASE AGREEMENT ☐
- REVIEWED CONSTRUCTION COST SHARING AGREEMENT ☐

FAILURE TO COMPLETE AND/OR SUBMIT ANY OF THE ABOVE ITEMS MAY RESULT IN REJECTION OF YOUR BID.

By placing a checkmark in the boxes provided I acknowledge having read and fully understand all the requirements of each of the documents referenced herein.

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

Dated:

**ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS
FORM**

(Receipt of Addenda)

BOROUGH OF PROSPECT PARK, NEW JERSEY

TELECOMMUNICATIONS MONOPOLE CO-LOCATION

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 Bidder is responsible for ascertaining whether it has received all notices, revisions or addenda and that failure to acknowledge receipt of all notices, revisions and addenda may result in the rejection of the bid.

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

Acknowledgment by bidder:

Name of Bidder:

By Authorized Representative:

Signature:

Print Name and Title:

Date:

PARTNERSHIP - STOCKHOLDER CERTIFICATION STATEMENT
TO BE SUBMITTED WITH PROPOSAL FORM

In order to conform to Chapter 33 of the Public Laws of 1977, all corporations or partnerships must provide the following information:

1. Name of Firm: _____
2. Is Firm a Corporation: Yes _____ No _____
3. Name of State in which Incorporated: _____

The following individuals own ten percent (10%) or more of any class stock in the corporation or are a ten percent (10%) or more Partner in the Firm:

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>	<u>PERCENTAGE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IF ANY OF THE AFOREMENTIONED STOCKHOLDERS ARE A CORPORATION, WHEREBY THEY HOLD 10% (TEN PERCENT) OR MORE OF ANY CLASS STOCK IN BIDDING CORPORATION, THEY MUST ALSO PROVIDE THE INFORMATION REQUESTED ABOVE.

Subscribed and sworn to before me
This _____ day of _____, 2022.

The above information is true and correct
to the best of my knowledge.

(Seal) Notary Public of New Jersey/
Specify Other State
My commission Expires _____, 20____.

(Signature)

(Name)

(Address)

(Title)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY/_____

Specify, if Other

COUNTY OF _____

I, _____, of the (City, Town, Borough) of _____ State of _____, of full age, 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 projects, and that I executed 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, and the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

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

Name of Contractor

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

By: _____

(Signature of Authorized Representative)

Subscribed and sworn to before me
this ____ day of _____, 2022.

(Seal) Notary Public of New Jersey/

Specify Other State

My Commission Expires _____ 20 .

**THIS FORM MUST BE COMPLETED, SIGNED, NOTARIZED,
AND SUBMITTED WITH BID**

BIDDER QUESTIONNAIRE

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

(Name of Bidder)

(Permanent Main Office Address)

(When Organized)

(If a Corporation, where incorporated)

1. Exactly how many years has your Firm/Company been in business under its present name?

2. Have you or your Firm or Company ever failed to fulfill any contract awarded to you or to it?

3. If your answer to the last question above is "Yes", state when, where and why.

4. Has any officer or partner of your Firm or Company ever failed to fulfill a municipal contract; handled in his own name?

5. If your answer to the last question above is "Yes", state the name of such person, when, where, and why the contract was not completed.

6. Are there any unsatisfied judgments recorded against you, your partnership, or any member of your Firm; or against your Company or you Corporation?

7. If your answer to the last question above is "Yes", set forth the name and address of each judgment creditor, and the amount of each judgment.

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

Subscribed and sworn to before me
this ____ day of _____, 2022

(Seal) Notary Public of New Jersey/Specify Other State

My Commission expires _____ 20__

BOROUGH OF PROSPECT PARK
CERTIFICATE OF INSURANCE STATEMENT

The Bidder fully understands the Borough of Prospect Park insurance requirements and agrees to provide all insurance required by these documents upon award of contract.

Signature on behalf of BIDDER

NOTE:

FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN THE REJECTION OF
YOUR PROPOSAL

STANDARD LEASE AGREEMENT

This Standard Lease Agreement ("Agreement") is entered into this ____ day of ____ 2022, between _____ having a principal place of business at _____ ("Lessee") and, the Borough of Prospect Park, having a principal place of business at 106 Brown Avenue, Prospect Park, New Jersey ("Lessor").

Whereas, Lessor is the owner of property having a street address of 162 North 13th Street, located in the Borough of Prospect Park, County of Passaic, State of New Jersey, commonly known as Block 22, Lot 11 on the tax map of the Borough of Prospect Park and hereafter referred to as the "Property." The Property and the portion thereof to be leased, hereinafter referred to as the "Premises," is more fully described on Exhibit A attached hereto and made a part of this Agreement.

In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease

Lessor agrees to lease to Lessee approximately _____ (_____) square feet of space sufficient to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio-transmitting and receiving antennae, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antennae, coaxial cable, base units and other associated equipment, as such location based system may require or as may be required by any county, state or federal agency/department. Lessee shall provide written notice to Lessor of the installation of a location based system on the Premises in the event such system was not a part of the initial Installation.

2. Use of Premises

(a) Lessee agrees to use the Premises for the installation, operation and maintenance of Personal Communications Service ("PCS"), cellular communications service or wireless communications service related equipment and associated antennae ("Installation").

(b) All of Lessee's equipment or other property attached to or otherwise brought onto the Premises shall at all times remain personal property and are not considered fixtures, and at Lessee's option may be removed by Lessee at any time during the term hereof or any renewal terms. Lessee's may enter into financing arrangements including promissory notes and financial and security arrangements for the financing of Lessee's equipment ("Collateral") with third party financing entities. In the event Lessee enters into any such arrangements, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings. Upon expiration or termination of this Agreement, Lessee agrees to repair any damage to the Premises caused by Lessee during the term of the Agreement, ordinary wear and tear and damage from the elements excepted. In connection therewith, Lessee shall have the right, at its sole cost and expense, to obtain electrical and telephone service from the servicing utility company, including the right to install a separate meter and main breaker, when required.

Lessee shall be responsible for the electricity it consumes for its operations at the normal rate charged by the servicing utility company. Lessee and Lessor agree that if in the future an easement is required to obtain electrical power, an acceptable location will be agreed to by Lessor and the servicing utility company.

(c) Lessee shall have the right to use whatever measures it deems reasonably appropriate subject to the existing Agreements to install its equipment, provided that it is in compliance with all applicable laws and regulations, subject to other provisions of this Agreement. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining any local, state and federal licenses, permits and any other approvals which may be required to allow Lessee use of the Premises. Lessee shall employ due diligence to obtain said approvals within a timely manner. If, however, Lessee is denied a required approval, or is unable to obtain approvals, thus making the Premises unsuitable and rendering Lessee unable to utilize the Premises, Lessee shall have the exclusive right to terminate this agreement within its sole discretion, and no further liabilities under this Agreement shall remain in force or affect, including but not limited to the payment of rent.

(d) Lessee shall have the right to run transmission lines from the equipment area to the antenna location and to run power from the main feed to the PCS, cellular communications service or wireless communications service equipment, which improvements shall be at Lessee's sole cost and expense. Further, Lessee agrees to perform all improvements in a good and workmanlike manner.

(e) Lessor agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Lessee, Lessee's employees or any subcontractors or agents. Lessor acknowledges that Lessee has such access which shall remain unimpeded throughout the initial term and any renewal term of this Agreement. Lessor shall have the responsibility to inform its tenants, its designated access contact, or any other appropriate agent or representative of Lessee's requirement for access as a tenant to the Premises. Should Lessee's access to the Premises be denied by Lessor's tenant, agent or representative, resulting in Lessee's inability to install or maintain its PCS, cellular communications service or wireless communications service installation, then in that instance, Lessee shall be entitled to a rent abatement until such time as Lessor can resolve the access situation.

If access cannot be resolved, Lessee shall have the right to terminate.

(f) Lessee shall apply for all necessary Borough approvals within thirty (30) days after execution of the Agreement. Installation shall commence within thirty (30) days of the appropriate approvals. Installation is to be performed in an expeditious and workmanlike manner, but shall be completed within ninety (90) days of commencement.

(g) Within ten (10) days of the installation of the antennae, Lessee shall submit a written report from a licensed professional engineer certifying to the structural integrity of the antennae. Lessee shall also certify that all antennae mounted thereon are secure and that they meet or exceed applicable design-to, structural and construction safety requirements upon the completion of the co-location of additional antennae. However, nothing herein shall relieve Lessee from liability in the event the monopole or any of the attached antennae fall or become detached. In the event the monopole or any attached antennae shall fall, Lessee agrees to fully defend, indemnify and hold Lessor harmless from and against any and all claims, actions, losses, damages, costs and expenses, including but not limited to, reasonable attorney's fees arising out of the fall of the monopole or any attached antenna.

(h) Lessee expressly acknowledges that Lessor owns all rights and interests of co-locating telecommunications providers upon the tower subject only to the co-locator's execution of the Construction Cost Sharing and Collocation Agreement attached hereto and the rights of the existing lessees.

(i) Lessee agrees not to cause interference with the Borough's continued use of the Property.

3. Site Testing

Lessor acknowledges that Lessee, at its option following full execution of this Agreement, may perform engineering surveys, structural analysis reports, or any other testing which may be required in order for Lessee to occupy the Premises as more fully described in Paragraph 2 (a), (b) and (c) above. Any materially adverse test results may entitle Lessee to terminate this Agreement under Paragraph 11(v).

4. Interference

(a) Lessee agrees not to cause interference to the radio frequency communication operations of Lessor, Lessor's tenants, or anyone holding an agreement with Lessor to operate on the Property if such equipment is installed prior to the execution of this Agreement

(b) After the execution of this Agreement, Lessor shall not install or permit the installation of any radio equipment interfering with or restricting the operations of Lessee. Such interference shall be deemed a material breach of this Agreement by Lessor. Should such interference occur, Lessor shall promptly take all necessary action, at no cost to Lessee, to eliminate the cause of said interference, including, if necessary removing or causing tenant to remove equipment creating said interference.

(c) Lessee shall operate its facilities in compliance with all Federal Communications Commission (FCC) regulations.

5. Term

The initial term of this Agreement shall be for a period of five (5) years ("Term") commencing upon the date Lessee is in receipt of all necessary approvals to begin construction (Commencement Date') and shall terminate on the fifth anniversary of the Commencement Date, unless otherwise provided in Paragraph 11. Lessee shall have the right to renew the Agreement for four (4) successive five (5) year periods ('Renewal Term'), upon the named terms and conditions in effect during the Term. Lessee shall exercise its renewal rights by providing written notice to Lessor of its intention to renew at least thirty (30) days prior to the expiration of the Term or any Renewal Term.

6. Rent

(a) Lessee agrees to pay to Lessor as rent the annual sum of _____ Dollars (\$ _____) per year ("Rent") with the first payment due within ten business days following the Commencement Date.

7. Taxes

Lessee agrees to pay any portion of personal property taxes which may be assessed upon the premises as a direct cause of Lessee's Installation. Lessor shall provide evidence of such assessment within a timely manner. Lessor shall maintain obligation of all real property taxes.

8. Insurance

Lessee shall maintain, or cause to be maintained, in full force and effect at their sole cost and expense the following types and limits of insurance by insurers licensed to do business by the State of New Jersey, as follows:

- i. Comprehensive commercial general liability insurance with minimum limits of \$2,000,000 per occurrence combined single limit for bodily injury and property damage.
- ii. Worker's Compensation and employee liability insurance in accordance with the Laws of the State of New Jersey.
- iii. Comprehensive automobile liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability of not less than \$2,000,000 combined single limit for bodily injury and property damage.
- iv. Umbrella liability insurance with limits of not less than \$5,000,000 per occurrence combined single limit for bodily injury and property damage in excess of the commercial general liability and comprehensive automobile liability limits.
- v. At the start of and during the period of any construction, builders all-risk insurance, together with installation floaters or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are used in or incidental to the installation of the antennae and any accessory structures. Upon completion of the installation of their antennae and accessory structures and the installation of their equipment, the successful bidders shall substitute for the foregoing policies of fire, extended coverage and vandalism and malicious mischief insurance of the premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
- vi. The Borough shall have the right to require Lessee to have the insurance proceeds applied to reconstruction, replacement and repair of any antennae, accessory structures or equipment.

9. Right to Lease and Warranty of Title

Lessor warrants that (i) Lessor has the sufficient right, title and interest in the Premises to enter into this Agreement; (ii) Lessor has not entered into any agreement with any third party which would preclude or limit Lessor's performance of its obligations under this Agreement; (iii) Lessor owns the property and has the right to grant access and use of the Premises; and (iv) Lessor shall provide to Lessee quiet and peaceful enjoyment of the Premises. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof; (ii) has obligations evidenced by bonds, debentures, notes or similar instruments; or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

10. Termination.

Lessee may terminate this Agreement without further liability on prior written notice to Lessor which shall become effective thirty (30) days after the date notice is mailed for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Lessee's ability to operate; (ii) FCC ruling or regulation which is beyond the control of Lessee and further which renders the Premises unsuitable; (iii) technical reasons, including but not limited to signal interference; (iv) subsequent changes in system design which prohibits Lessee's operation; (v) if Lessee is unable to obtain any required license, permit or approval which may be required for the construction and operation of Lessee's installation, including where the inability is caused by engineering surveys or structural reports; or (vi) for economic reasons. In the event of such termination by the Lessee, Lessee shall not be entitled to any refund of rental payments.

Lessor may terminate this Agreement without further liability on prior written notice to Lessor which shall become effective thirty (30) days after the date notice is mailed if Lessee loses its license to provide PCS/cellular/wireless services for any reason, including, but not limited to, non-renewal, cancellation or expiration of their license.

11. Assignment

Lessee shall have the right to assign or transfer its rights under this Agreement, to any person or business entity which is licensed by the FCC to operate a wireless communications business, is a parent or affiliate of Lessee, controls or is controlled by or under common control with Lessee, is merged or consolidated with Lessee or purchases more than fifty percent (50%) interest in the ownership or assets of Lessee to which the applicable agreement relates. In all other instances, Lessee shall obtain Lessor's prior written consent for assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

12. Default and Right to Cure

Lessor shall have the right to terminate this Agreement by written notice to take effect immediately if Lessee fails to make its rental payment when due and does not cure such failure within ten (10) Days of Lessor's notice thereof. In addition either party shall have the right to terminate this Agreement on written notice to take effect immediately if the other party (i) fails to perform any other covenant for a period of forty-five (45) days after receipt in accordance with Paragraph 15; or (ii) commits a material breach of this Agreement and fails within forty-five (45) days of the first party's notice thereof to commence curing the breach and continuously and diligently pursues such cure to its completion.

13. Notices

Unless otherwise provided herein, any notice or demand required to be given herein shall be given by certified or registered mail, return receipt requested or reliable overnight courier to the address of Lessee and Lessor as set forth below:

Lessor:

Lessee:

With a copy to:

With copies to:

Lessee and Lessor may designate a change of notice address by giving written notice to the other party.

14. Indemnification

Lessee shall indemnify and hold harmless the Borough of Prospect Park, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including attorney's fees, incurred or suffered on account of property damage or loss and/or personal injury, including loss of life, of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of Lessee, its employees, agents, servants or subcontractors in the performance of the work to be performed pursuant to these specifications or the failure of Lessee, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications. This indemnification by Lessee shall continue after completion of the this Agreement for all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including attorney's fees, resulting from acts or omissions of Lessee, its employees, agents, servants or subcontractors which occur prior to the completion of this Agreement.

15. Amendment

No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by the appropriate parties who have attested and executed this Agreement

16. Environmental Laws.

Each party agrees to indemnify and hold the other harmless from and against any and all claims and liability that the indemnitee may suffer due to the existence of any Hazardous Substance as defined in any applicable federal, state or local law or regulation, on the Property or released from the Property into the environment, that relate to or arise from the indemnitor during or prior to the commencement of this Agreement.

17. Memorandum of Agreement

Lessor acknowledges and gives Lessee the right to file a Memorandum of Lease Agreement in the form attached hereto as Exhibit B in the county office where the Property is located. Should the Property be encumbered by any mortgage or deed of trust, Lessor agrees to assist Lessee in obtaining a non-disturbance and attornment document.

18. Lease Provisions

- (a) This Agreement shall be governed by the laws of the State of New Jersey,
- (b) All Riders and Exhibits attached hereto are made a material part of this Agreement.
- (c) All Bidding documents, including but not limited to the Borough's Bid Specifications, for Co-Location, the Lessee's Response and Bid to the Specifications and the Borough's Resolution awarding Lessee a contract, and the terms and provisions thereof are made a material part of this Agreement.
- (d) If any provision of this Agreement is deemed invalid or nonenforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

LESSOR

LESSEE

By:_____

By._____

Name:_____

Name: _____

Title:_____

Title: _____

Date:_____

Date: _____

Tax ID No.: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

_____ to the Agreement dated _____, 2022, by and between
_____, as Lessor, and _____ as Lessee.

The Property is described and/or depicted as follows:

Site Address:

Block _____, Lot _____

EXHIBIT B

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement is entered into on this ____ day of _____, 2022, by and between The Borough of Prospect Park, a municipal corporation of the State of New Jersey, with its office at 106 Brown Avenue, Prospect Park, New Jersey (hereinafter referred to as “Lessor”), and _____, a corporation, with an office at _____ (hereinafter referred to as “Lessee”).

1. Lessor and Lessee entered into a Lease Agreement (“Agreement”) on the ____ day of _____, 2022, for the purpose of installing, operating and maintaining a radio telecommunications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the ____ day of _____, 2022, with four (4) successive five (5) year options to renew.
3. The Property which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Property being leased to Lessee (“Premises”) is also described in Exhibit A annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR

LESSEE

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

State of

County of

CONSTRUCTION COST SHARING
COLLOCATION AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2022, by and between The Borough of Prospect Park, a municipal corporation of the State of New Jersey, having its municipal office located at 106 Brown Avenue, Prospect Park, New Jersey (hereinafter, "Licensor"), and Omnipoint Facilities Network 2, LLC, a corporation, and Omnipoint Communications, Inc., its agent, with an office at 4 Sylvan Way, Parsippany, New Jersey (hereinafter, "Lead Bidder"), and _____, with offices located at _____ (hereinafter, "Licensee"), and _____, with offices located at _____ (hereinafter, "Licensee").

WITNESSETH:

WHEREAS, pursuant to a public bid issued by Licensor (the "1st Bid"), Licensor previously awarded a bid to Omnipoint Facilities Network 2, LLC and Omnipoint Communications, Inc. ("Omnipoint") to design and construct a monopole communication tower and related appurtenances on a portion of property designated as Block 22, Lot 11 on the Tax Map of the Borough of Prospect Park, commonly known as 162 North 13th Street, Borough of Prospect Park, County of Passaic, State of New Jersey, said portion of property being hereinafter referred to as "Licensed Premises;"

WHEREAS, pursuant to a subsequent public bid (the "2nd Bid"), the Licensor awarded a bid to each Licensee to locate its wireless telecommunications facility on the monopole tower constructed by Omnipoint, as well as to construct and utilize an equipment shelter building on a portion of said Licensed Premises; and

WHEREAS, pursuant to the 2nd Bid and the terms of both the License Agreement between the Licensor and the Omnipoint and Licensor and each Licensee, respectively, the parties agree to execute a Collocation Agreement as a part of said License Agreement; and

WHEREAS, this Collocation Agreement is intended to memorialize the Agreement of Licensor, Omnipoint and each Licensee, as to the terms of the Collocation Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein expressed, it is agreed by and between the parties, as follows:

1. The provisions of the 2nd Bid are incorporated herein by reference, except to the extent inconsistent with the terms of this Agreement.
2. The Licensor owns all rights and interest of the collocating telecommunications providers upon the Tower subject only to the collocators' execution of the Collocation Agreement. Licensor shall insure that Omnipoint and each Licensee and additional Licensees shall have the necessary rights of access to permit Licensee and additional Licensees to fulfill their obligations

under this Agreement. Licensees have the right to collocate on the Tower at no additional cost, except as otherwise provided elsewhere herein.

3. Each Licensee shall have the right to assign or transfer its rights under this Agreement to any person or business entity which is licensed by the FCC to operate a wireless communications business, is a parent or affiliate of Licensee, controls or is controlled by or under common control with Licensee, is merged or consolidated with Licensee or purchases more than fifty percent (50%) interest in the ownership or assets of Licensee to which the applicable agreement relates. In all other instances, Licensee shall obtain Licensor's prior written consent for assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.
4. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof; (ii) has obligations evidenced by bonds, debentures, notes or similar instruments; or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.
5. Each Licensee agrees not to cause interference to the radio frequency communication operations of the Licensor, the Licensor's tenants, or anyone holding an agreement with Licensor to operate on the Property if such equipment is installed prior to the execution of this Agreement. After the execution of this Agreement, Licensor shall not install or permit the installation of any radio equipment interfering with or restricting the operations of any Licensee. Such interference shall be deemed a material breach of this Agreement by Licensor. Should such interference occur, Licensor shall promptly take all necessary action, at no cost to Licensee, to eliminate the cause of said interference, including, if necessary removing or causing tenant to remove equipment creating said interference. Licensee shall operate its facilities in compliance with all Federal Communications Commission (FCC) regulations.
6. Each Licensee agrees not to not to cause interference to the radio frequency communication operations of any other Licensee. In the event such interference occurs, the Licensee whose equipment was installed later in time must promptly take all necessary action, at its own expense, to eliminate the cause of said interference, including, if necessary removing equipment creating said interference.
7. Omnipoint and all Licensees shall, at their own expense, maintain the leased premises and all improvements, equipment and other personal property on the

premises in good working order, condition and repair. Omnipoint and all Licensees shall keep the premises free from debris and anything dangerous, noxious, or offensive in nature or which would create a hazard or undue vibration, heat, noise or interference. Omnipoint shall arrange for the maintenance of the common areas of the leased premises and other successful bidders shall contribute a pro rata share to the cost of such maintenance. Successful bidders shall also arrange for their own metered electrical service from the local utility company and shall pay all charges for the electricity and other utilities used by it at this site.

8. Upon termination of the License Agreement between the Licensor and Omnipoint, Omnipoint shall, at the option of the Licensor (a) remove the monopole and pad and accessory structures as directed by the Licensor and restore the premises to its original condition, except that the Licensor may not opt for removal of the monopole and pad and accessory structure as long as any other License Agreement is in full force and effect; or (b) transfer title to the monopole and pad to the Licensor, by bill of sale for the sum of \$1.00; or (c) transfer title to the monopole and pad to such other entity as may be directed by the Licensor by bill of sale for the sum of \$1.00. In the event of election of Subparagraph (c) above, the first in time and the highest responsible bidder of the remaining Licensees thereof shall have the first right to obtain the monopole and pad and, in the event said Licensee declines the same, it shall then be offered to additional Licensees, in order of the date of their respective License Agreement (the earlier date holding priority in order).
9. Upon termination of the License Agreement between Licensor and Omnipoint all remaining Licensees shall, at their own expense, maintain the leased premises and all improvements, equipment and other personal property on the premises in good working order, condition and repair and shall keep the premises free from debris and anything dangerous, noxious, or offensive in nature or which would create a hazard or undue vibration, heat, noise or interference. In addition, whoever takes title to the monopole, whether Licensor or Licensee, shall assume the responsibility of Omnipoint to maintain the Licensed Premises and all improvements and equipment in working order, condition and repair and all remaining Licensees shall contribute a pro rate share to the cost of such maintenance.
10. Each Licensee of the Licensed Premises shall pay to Omnipoint its pro rata share of the reasonable cost and expenses of constructing the improvements, including but not limited to, the telecommunications tower, to be used in common by all Licensees (including Omnipoint), and costs relating to the development and design of the telecommunications facility. Any additional Licensee resulting from future bids shall pay to the Omnipoint and each Licensee its pro rata share of said costs and expenses. The pro rata share shall be based on the following expenditures of Omnipoint: a) cost of the monopole; b) cost of installation of the monopole; c) cost of obtaining all

necessary permits; d) cost of compliance with all governmental regulations; e) cost of obtaining and, where applicable, installation of all electrical and telephone services; f) cost of equipment purchased for use by the Licensor, including the cost of installation for such equipment, said cost not to exceed \$3,500, and; g) cost of all necessary drawings associated with the Licensed Premises. The pro rata share of the cost of construction of the accessory structure shall be determined as follows: an amount equal to the cost of construction of the accessory structure, multiplied by the square footage requirements of such Licensee (including Omnipoint), divided by the total square footage of the accessory structure. Said amount shall be deemed Omnipoint or Licensee's pro rata share. Notwithstanding the foregoing, Omnipoint, each Licensee and any additional Licensee shall be solely responsible, at their own cost and expense, for the installation of its own antennae, wires, cables, connections, equipment, and the like, to be installed, maintained and operated by each. Omnipoint, each Licensee and any additional Licensee shall be each entitled to depreciate an amount equal to its pro rata share of the costs incurred in constructing the improvements.

11. In the event of a termination of the Lease Agreement, this Collocation Agreement shall likewise terminate.
12. Omnipoint and each Licensee shall hereby indemnify and hold harmless Licensor against any and all claims, damages, costs and expenses arising out of a breach of this Collocation Agreement.
13. Omnipoint and each Licensee hereby confirm the right of Licensor to use a portion of the telecommunications tower at no cost to Licensor pursuant to the terms of the 1st Bid and the 2nd Bid.
14. Any dispute arising from the terms of this Agreement shall be subject to the exclusive jurisdiction of the Courts of the State of New Jersey.
15. The term "Additional Licensee" as used herein shall be interpreted and construed to mean any additional Licensees awarded the rights to lease a portion of the Licensed Premises by the Licensor. Omnipoint and each Licensee hereby acknowledge the Licensor's right to award additional bids pursuant to subsequent public bids.
16. This Agreement shall be governed by the laws of the State of New Jersey.
17. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed validly given, if delivered mailed, postage pre-paid, by certified or registered mail, return receipt requested, or delivered by a nationally recognized overnight courier. All notices and other communications shall be addressed as follows:

If to the Licensor:

**Borough of Prospect Park
Attn: Borough Administrator
106 Brown Avenue
Prospect Park, New Jersey 07508**

If to Licensee:

If to Licensee:

If to Licensee:

With a Copy to:

**Denis G. Murphy, Esq.
Weiner Law Group, LLP
629 Parsippany Road
Parsippany, NJ 07054**

18. In the event any portion of this Agreement shall be held to be void or invalid or shall not be binding upon the parties hereto, it is the intent of the parties that the remainder of this Agreement, to the greatest extent possible, shall be held to be valid and binding.
19. Each signatory to this Agreement represents that it has full authority to act on behalf of its respective party and to fully bind the respective party to the matters set forth herein.
20. This Agreement may not be modified or amended except with the prior written consent of all of the parties. Except as provided herein, all provisions of this Agreement shall be binding and shall inure to the benefit and shall be enforceable by and against the respective successors and assignees of each signatory to this Agreement.
21. Each copy of this Agreement shall be deemed to be an original Agreement fully executed by each party executing any counterpart of this Agreement. A duplicate copy of this Agreement shall be deemed an original copy of said Agreement.

Name

Title

Date

Name

Title

Date

Name

Title

Date

Name

Title

Name

Title

Date

Name

Title

Date

Name

Title

Date

Name

Title

EXHIBIT A

EXHIBIT B



PennSummit Tubular, LLC

225 Kiwanis Boulevard, West Hazleton, PA 18202
Phone: (888) 847-6537 Fax: (888) 460-6885

www.pennsummit.com



PAUL J. FORD AND COMPANY STRUCTURAL ENGINEERS

250 East Broad Street, Suite 500, Columbus, Ohio 43215
(614) 221-6679 Fax: (614) 448-4105 www.PJFweb.com

J O B D A T A

Page 1 of 2	Job No.	29203-0075
By MFP	Design No.	#19751
Cnk'd By MFP	Date	04-14-2003
	Rev. No.	Rev. Date
Pole	150-FT MONOPOLE	
Site	NJ-05-377F - PROSPECT PARK, PASSAIC CO., NJ	
Owner	T-MOBILE	
Ref. No.		
Design	80 MPH / 69 MPH + 1/2" RADIAL ICE ACCORDING TO TIA/EIA-222-F 1996	

L O A D C A S E S

CASE 1	80 MPH WITH NO ICE	DESIGN WIND
CASE 2	69 MPH WITH 1/2" RADIAL ICE	REDUCED WIND WITH ICE
CASE 3	50 MPH WITH NO ICE	OPERATIONAL WIND

P O L E S P E C I F I C A T I O N S

Pole Shape Type:	18-SIDED POLYGON
Taper:	0.150033 IN/FT
Shaft Steel:	ASTM A607 GRADE 65
Base PL Steel:	ASTM A572 GRADE 55 (55 KSI)
Anchor Bolts:	2 1/4" x 8'-0" LONG #18J ASTM A615 GRADE 75

A N T E N N A L I S T

No.	Elev.	Description
-	TOP	5/8" LIGHTNING ROD
1-12	TOP	(12) EMS RR65-18-00DP PCS PANEL
-	TOP	14' LOW PROFILE PLATFORM
13-24	138.00	(12) EMS RR65-18-00DP PCS PANEL
-	138.00	14' LOW PROFILE PLATFORM
25-36	128.00	(12) EMS RR65-18-00DP PCS PANEL
-	128.00	14' LOW PROFILE PLATFORM
37-48	118.00	(12) EMS RR65-18-00DP PCS PANEL
-	118.00	14' LOW PROFILE PLATFORM
49-60	108.00	(12) EMS RR65-18-00DP PCS PANEL
-	108.00	14' LOW PROFILE PLATFORM
61-72	98.00	(12) EMS RR65-18-00DP PCS PANEL
-	98.00	14' LOW PROFILE PLATFORM

STEP BOLTS FULL HEIGHT.
ANTENNA FEED LINES RUN INSIDE OF POLE.

Handwritten signature and date:
04/14/03

80 MPH WIND

50 MPH WIND

Elevation	Lateral Deflection (Inches)	Rotation (sway) (degrees)	Lateral Deflection (Inches)	Rotation (sway) (degrees)
TOP	73.9	3.748	28.8	1.464

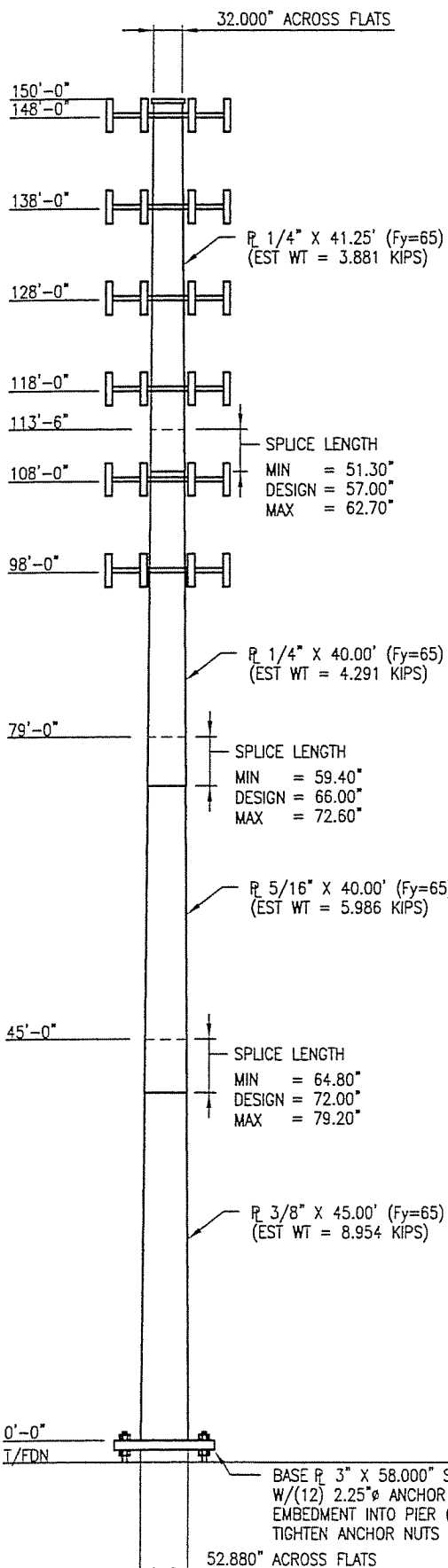
S H A F T S E C T I O N D A T A

Shaft Section	Section Length (feet)	Plate Thickness (in.)	Lap Splice (in.)	Diameter Across Flats (inches)	
				@ Top	@ Bottom
1	41.25	0.2500		32.000	38.189
2	40.00	0.2500	57.00	36.976	42.978
3	40.00	0.3125	66.00	41.652	47.654
4	45.00	0.3750	72.00	46.129	52.880

NOTE: DIMENSIONS SHOWN DO NOT INCLUDE GALVANIZING TOLERANCES

B A S E R E A C T I O N S F O R F O U N D A T I O N D E S I G N

MOMENT = 2950 ft-kips
SHEAR = 28 kips
AXIAL = 35 kips



G:\TOWER DRAWINGS\MONOPOLE\292-2003\PENNSUMMIT\292-2003\292030075M000.DWG MPLAHOVINSK MON 14-APR-2003 10:18:07 AM



**PennSummit
Tubular, LLC**

225 Kiwanis Boulevard, West Hazleton, PA 18202
Phone: (888) 847-6537 Fax: (888) 460-6885

www.pennsummit.com



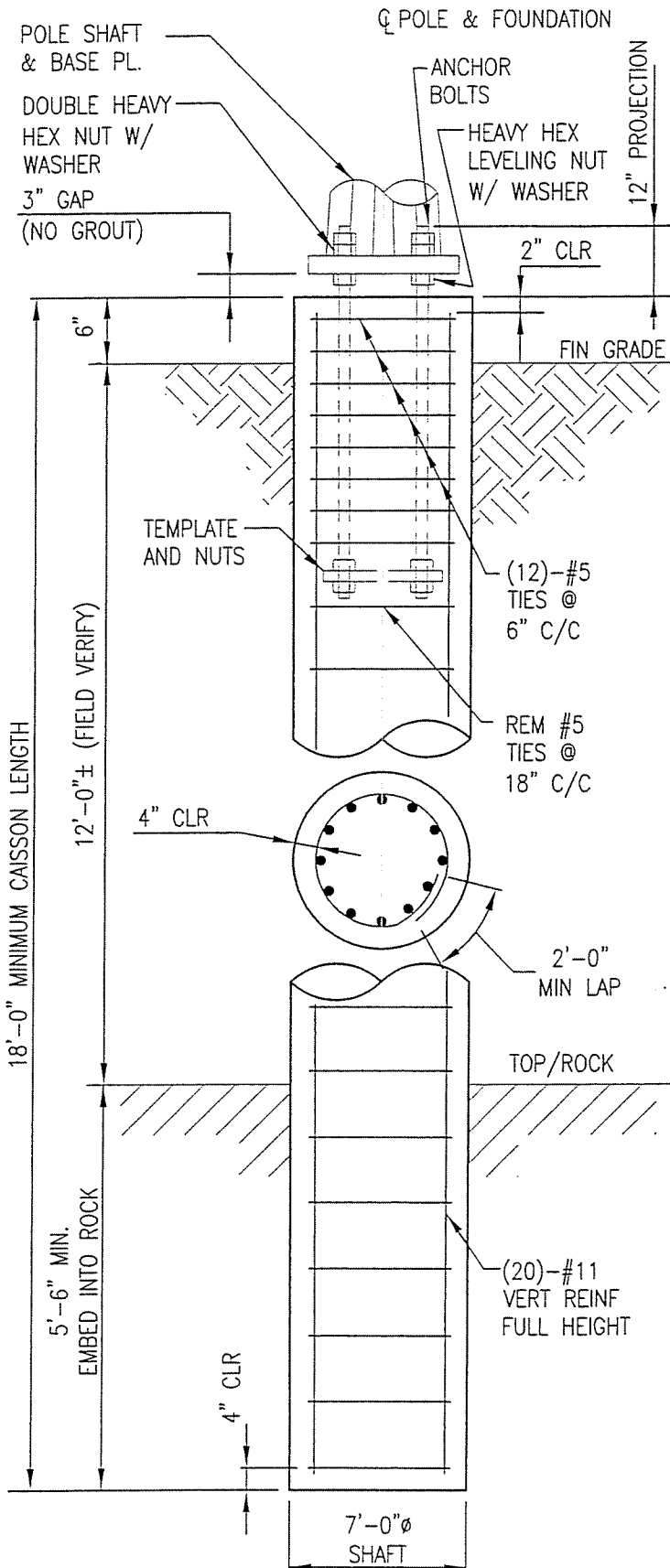
PAUL J. FORD AND COMPANY
STRUCTURAL ENGINEERS
250 East Broad Street, Suite 500, Columbus, Ohio 43215
(614) 221-6679 Fax: (614) 448-4105 www.PJFweb.com

J O B D A T A			
Page 2 of 2		Job No.	29203-0075
By	MFP	Design No.	#19751
Chk'd By	MFP	Date	04-14-2003
		Rev. No.	Rev. Date
Pole	150-FT MONOPOLE		
Site	NJ-05-377F - PROSPECT PARK, PASSAIC CO., NJ		
Owner	T-MOBILE		
Ref. No.			
Design	80 MPH / 69 MPH + 1/2" RADIAL ICE ACCORDING TO TIA/EIA-222-F 1996		

THERE ARE TWO NOTCHES ON THE ANCHOR BOLT TEMPLATES LOCATED 180° APART. THE CONTRACTOR SHALL POSITION THE ANCHOR BOLTS AND TEMPLATES IN THE FOUNDATION PER THE SUMMIT MANUFACTURING ANCHOR BOLT TEMPLATE DRAWING.

NOTES:

- ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. CONCRETE SHALL BE AIR ENTRAINED (6±1.5%). CONCRETE SHALL HAVE A MAXIMUM WATER/CEMENT RATIO OF 0.46. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH "THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", ACI 318, LATEST EDITION. FOUNDATION INSTALLATION SHALL BE IN ACCORDANCE WITH ACI 336, "STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF DRILLED PIERS", LATEST EDITION.
- REINFORCING STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-615 (GRADE 60) EXCEPT THAT CAISSON TIES MAY BE ASTM A-615 (GRADE 40). ALL REINFORCING DETAILS SHALL CONFORM TO "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", ACI 315, LATEST EDITION, UNLESS DETAILED OTHERWISE ON THIS DRAWING.
- SEE PAGE 1 FOR ANCHOR BOLT QUANTITY, SIZE, LENGTH, AND BOLT CIRCLE.
- TOTAL CONCRETE = 26 CUBIC YARDS.
- FOUNDATION DESIGN IS BASED UPON GEOTECHNICAL EXPLORATION REPORT PREPARED BY: DEWBERRY-GOODKIND, INC.
DATED: 10-31-2002
- CONTRACTOR SHALL READ THE GEOTECHNICAL REPORT AND CONSULT THE GEOTECHNICAL ENGINEER AS NECESSARY PRIOR TO CONSTRUCTION.
- THE FOUNDATION WAS DESIGNED USING THE FOLLOWING SERVICE LOADS:
MOMENT: 2950 FT-KIPS
SHEAR: 28 KIPS
AXIAL: 35 KIPS



CAISSON (DRILLED PIER) FOUNDATION

G:\TOWER\DRAWINGS\MONOPOLE\292-PENNSUMMIT\292-2003\292030075F000.DWG MPLAHVINSK MON 14-APR-2003 10:54:34 AM

Handwritten signature and date:
04/14/03

PJF_Pole (tm) - Monopole Design Program

Windows Version 3.04.0000

Mon Apr 14, 2003 - 10:16:49 am

(c) 1993 to 2000 PAUL J. FORD AND COMPANY, Columbus, Ohio

Job No.....: 29203-0075 Design No: #19751 Engineer : MFP
 Description : 150-ft Monopole - NJ-05-377F - PROSPECT PARK, PASSAIC CO., NJ
 Design.....: 80 MPH / 69 MPH + 1/2" RADIAL ICE
 Owner..... : T-Mobile Client: PennSummit Tubular, LLC
 Status.....: Final Design Revision: Rev. Date :

SUMMARY OF ANALYSIS RESULTS

Pole Height.....: 150.00 ft
 Top Diameter.....: 32.000 in
 Bottom Diameter.....: 52.880 in
 Pole Shape.....: 18-Sided Polygon
 Splice Joint Type.....: Taper shaft - Slip Joint
 Shaft Taper.....: 0.150033 (in/ft)
 Shaft Steel Weight.....: 23.111 kips

POLE SHAFT PROPERTIES:

Shaft Section Number	Section Length (ft)	Wall Thickness [t] (in)	Steel Yield [Fy] (ksi)	Top Diameter [Dt] (in)	Bottom Diameter [Db] (in)	Slip Joint Overlap (in)
1.	41.250	0.25000	65	32.000	38.189	57.00
2.	40.000	0.25000	65	36.976	42.978	66.00
3.	40.000	0.31250	65	41.652	47.654	72.00
4.	45.000	0.37500	65	46.129	52.880	

POLE SHAFT SECTION MAXIMUM FORCES AND MOMENTS:

Shaft Section Number	Wind Load No.	Wind Speed (mph)	Radial Ice (in)	Sect. Elev. (ft)	At Base of Section Axial Load (kips)	Horiz. Shear (kips)	Bending Moment (ft-kips)	Max. Ratio Actual/ Allowable [Ftot/Fb]
1.	1	80.0	0.00	113.50	10.463	12.675	258.265	0.2297
2.	1	80.0	0.00	79.00	18.284	20.052	880.760	0.6357
3.	1	80.0	0.00	45.00	24.886	22.742	1633.549	0.7248
4.	1	80.0	0.00	0.00	34.534	26.052	2747.862	0.7938

>> MAXIMUM BASE REACTIONS : 34.534 26.052 2747.862 <<

POLE DEFLECTION AND ROTATION AT TOP AND AT HIGHEST MICROWAVE DISH ELEVATION:

Wind Load No.	Wind Speed (mph)	Radial Ice (in)	Location	Elev (ft)	Deflection (in)	Rotation (deg)	Max. Allowable Rotation Limit (deg)
1.	80.0	0.00	Top	150.00	73.877	3.748	
2.	69.3	0.50	Top	150.00	63.038	3.208	
3.	50.0	0.00	Top	150.00	28.834	1.464	

PJF_Pole (tm) - Monopole Design Program

Windows Version 3.04.0000

Mon Apr 14, 2003 - 10:16:49 am

(c) 1993 to 2000 PAUL J. FORD AND COMPANY, Columbus, Ohio

Job No.....: 29203-0075 Design No: #19751 Engineer : MFP
Description : 150-ft Monopole - NJ-05-377F - PROSPECT PARK, PASSAIC CO., NJ
Design..... : 80 MPH / 69 MPH + 1/2" RADIAL ICE
Owner..... : T-Mobile Client: PennSummit Tubular, LLC
Status..... : Final Design Revision: Rev. Date :

Segment Properties:

(@ Max Segment = 10 ft)

Tube Segmt No.	Segment Feature Location	Segment Elev. (ft)	Diam. Across Flats (in)	Wall Thick [t] (in)	[W/t] Ratio	Diam/ Thick [D/t] Ratio	Area (in^2)	Ix (in^4)
1.	top	150.000	32.000	0.25000	20.81	128.00	25.19	3207.6
2.	<arm [1]>	148.000	32.300	0.25000	21.02	129.20	25.43	3299.4
3.	<arm [2]>	148.000	32.300	0.25000	21.02	129.20	25.43	3299.4
4.	<arm [3]>	148.000	32.300	0.25000	21.02	129.20	25.43	3299.4
5.		140.000	33.500	0.25000	21.86	134.00	26.38	3684.1
6.	<arm [4]>	138.000	33.800	0.25000	22.08	135.20	26.62	3784.7
7.	<arm [5]>	138.000	33.800	0.25000	22.08	135.20	26.62	3784.7
8.		130.000	35.001	0.25000	22.92	140.00	27.57	4205.6
9.	<arm [6]>	128.000	35.301	0.25000	23.13	141.20	27.81	4315.5
10.	<arm [7]>	128.000	35.301	0.25000	23.13	141.20	27.81	4315.5
11.		120.000	36.501	0.25000	23.98	146.00	28.76	4774.2
12.	<arm [8]>	118.000	36.801	0.25000	24.19	147.20	29.00	4893.7
13.	<arm [9]>	118.000	36.801	0.25000	24.19	147.20	29.00	4893.7
14.	top sec(2)	113.500	37.476	0.25000	24.67	149.90	29.54	5169.9
15.		110.000	37.501	0.25000	24.69	150.01	29.56	5180.4
16.	bot sec(1)	108.750	37.689	0.25000	24.82	150.76	29.71	5259.0
17.	<arm [10]>	108.000	37.801	0.25000	24.90	151.21	29.80	5306.6
18.	<arm [11]>	108.000	37.801	0.25000	24.90	151.21	29.80	5306.6
19.		100.000	39.002	0.25000	25.74	156.01	30.75	5831.9
20.	<arm [12]>	98.000	39.302	0.25000	25.96	157.21	30.99	5968.4
21.	<arm [13]>	98.000	39.302	0.25000	25.96	157.21	30.99	5968.4
22.		90.000	40.502	0.25000	26.80	162.01	31.94	6535.8
23.		80.000	42.002	0.25000	27.86	168.01	33.13	7294.2
24.	top sec(3)	79.000	42.152	0.25000	27.97	168.61	33.25	7373.1
25.	bot sec(2)	73.500	42.478	0.31250	22.20	135.93	41.82	9391.0
26.		70.000	43.003	0.31250	22.50	137.61	42.34	9746.2
27.		60.000	44.503	0.31250	23.35	142.41	43.83	10810.3
28.		50.000	46.003	0.31250	24.19	147.21	45.32	11949.2
29.	top sec(4)	45.000	46.754	0.31250	24.62	149.61	46.06	12547.4
30.		40.000	46.879	0.37500	20.28	125.01	55.35	15118.2
31.	bot sec(3)	39.000	47.654	0.37500	20.64	127.08	56.27	15886.7
32.		30.000	48.379	0.37500	20.98	129.01	57.13	16629.1
33.		20.000	49.879	0.37500	21.69	133.01	58.92	18237.5
34.		10.000	51.380	0.37500	22.40	137.01	60.71	19946.3
35.	base	0.000	52.880	0.37500	23.10	141.01	62.49	21758.8

Total Number of Antennas / Arms = 13

		[Gh]	[Kz]		[qz] (psf)	[qz] [Gh] (psf)	
		1.69	1.439	No Ice:	23.579	39.848	
[9]	118.000	118.000	2.0000	No Ice:	21.35	850.77	1300.00
	Description: 14' Low Profile Platform						
		[Gh]	[Kz]		[qz] (psf)	[qz] [Gh] (psf)	
		1.69	1.439	No Ice:	23.579	39.848	
[10]	108.000	108.000	0.0000	No Ice:	38.12	1481.07	216.00
	Description: (12) EMS RR65-18-00DP PCS Panel						
		[Gh]	[Kz]		[qz] (psf)	[qz] [Gh] (psf)	
		1.69	1.403	No Ice:	22.990	38.853	
[11]	108.000	108.000	2.0000	No Ice:	21.35	829.51	1300.00
	Description: 14' Low Profile Platform						
		[Gh]	[Kz]		[qz] (psf)	[qz] [Gh] (psf)	
		1.69	1.403	No Ice:	22.990	38.853	
[12]	98.000	98.000	0.0000	No Ice:	38.12	1440.52	216.00
	Description: (12) EMS RR65-18-00DP PCS Panel						
		[Gh]	[Kz]		[qz] (psf)	[qz] [Gh] (psf)	
		1.69	1.365	No Ice:	22.360	37.789	
[13]	98.000	98.000	2.0000	No Ice:	21.35	806.80	1300.00
	Description: 14' Low Profile Platform						
		[Gh]	[Kz]		[qz] (psf)	[qz] [Gh] (psf)	
		1.69	1.365	No Ice:	22.360	37.789	

PJF_Pole (tm) - Monopole Design Program

Windows Version 3.04.0000

Mon Apr 14, 2003 - 10:16:49 am

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Job No.....: 29203-0075          Design No: #19751          Engineer : MFP
Description : 150-ft Monopole - NJ-05-377F - PROSPECT PARK, PASSAIC CO., NJ
Design..... : 80 MPH / 69 MPH + 1/2" RADIAL ICE
Owner.....  : T-Mobile          Client: PennSummit Tubular, LLC
Status..... : Final Design      Revision:          Rev. Date :
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POLE SHAFT SEGMENTS -- AXIAL AND SHEAR FORCES:

LOAD CASE 1: BASIC WIND VELOCITY = 80.00 mph

Tube Segment No.	Segment Elevation (ft)	Axial Load (kips)	Cumulative Axial Load (kips)	Horiz. Shear (kips)	Cumulative Horiz. Shear (kips)
1.	150.000	0.095	0.095	0.074	0.074
2.	148.000	0.170	0.264	0.085	0.159
3.	148.000	0.216	0.480	1.621	1.780
4.	148.000	1.395	1.876	0.982	2.762
5.	140.000	0.779	2.655	0.603	3.365
6.	138.000	0.315	2.971	1.665	5.030
7.	138.000	1.400	4.371	0.966	5.996
8.	130.000	0.815	5.186	0.618	6.614
9.	128.000	0.320	5.505	1.633	8.247
10.	128.000	1.404	6.910	0.949	9.196
11.	120.000	0.851	7.760	0.631	9.827
12.	118.000	0.324	8.085	1.598	11.425
13.	118.000	1.409	9.493	0.930	12.355
14.	113.500	0.969	10.463	0.319	12.675
15.	110.000	0.441	10.904	0.317	12.992
16.	108.750	0.111	11.015	0.080	13.072
17.	108.000	0.216	11.231	1.481	14.553
18.	108.000	1.412	12.643	0.909	15.462
19.	100.000	0.910	13.553	0.641	16.103
20.	98.000	0.332	13.884	1.521	17.624
21.	98.000	1.416	15.301	0.887	18.512
22.	90.000	0.946	16.246	0.647	19.159
23.	80.000	1.222	17.469	0.812	19.971
24.	79.000	0.815	18.284	0.081	20.052
25.	73.500	0.777	19.061	0.401	20.453
26.	70.000	0.632	19.693	0.321	20.774
27.	60.000	1.618	21.311	0.797	21.571
28.	50.000	1.674	22.985	0.786	22.356
29.	45.000	1.901	24.886	0.385	22.742
30.	40.000	1.032	25.918	0.375	23.117
31.	39.000	0.210	26.128	0.075	23.192
32.	30.000	1.904	28.032	0.655	23.846
33.	20.000	2.179	30.210	0.739	24.586
34.	10.000	2.246	32.456	0.762	25.347
35.	1.000	2.078	34.534	0.705	26.052
Base	0.000		34.534		26.052

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----- ( END LOAD CASE 1 -- AXIAL AND SHEAR FORCE ) -----

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Windows Version 3.04.0000

Mon Apr 14, 2003 - 10:16:49 am

(c) 1993 to 2000 PAUL J. FORD AND COMPANY, Columbus, Ohio

Job No.....: 29203-0075 Design No: #19751 Engineer : MFP
Description : 150-ft Monopole - NJ-05-377F - PROSPECT PARK, PASSAIC CO., NJ
Design..... : 80 MPH / 69 MPH + 1/2" RADIAL ICE
Owner..... : T-Mobile Client: PennSummit Tubular, LLC
Status..... : Final Design Revision: Rev. Date :

POLE SHAFT SEGMENTS -- ACTUAL VS. ALLOWABLE STRESSES:

LOAD CASE 1: BASIC WIND VELOCITY = 80.00 mph

Note: Per TIA/EIA Sec. 3.1.1.1: Allow a 1/3 stress increase for poles under
700 feet in height. The allowable stresses
shown include the factor of 1.333

Segmnt Elev (ft)	[----- ACTUAL STRESSES -----]					Allow. Stress [Fb] (ksi)	Actual/ Allowable [Ftot/Fb] Ratio
	Bending [fb] (ksi)	Axial [fa] (ksi)	Torsion [ft] (ksi)	Shear [fv] (ksi)	Combined [Ftot] (ksi)		
150.00	0.001	0.004	0.000	0.006	0.011	52.00	0.0002
148.00	0.016	0.010	0.000	0.012	0.034	52.00	0.0007
148.00	0.016	0.019	0.064	0.140	0.354	52.00	0.0068
148.00	0.017	0.074	0.117	0.217	0.584	52.00	0.0112
140.00	1.421	0.101	0.108	0.255	1.646	52.00	0.0317
138.00	1.776	0.112	0.166	0.377	2.108	52.00	0.0405
138.00	1.786	0.164	0.213	0.449	2.263	52.00	0.0435
130.00	4.331	0.188	0.198	0.479	4.669	52.00	0.0898
128.00	4.937	0.198	0.251	0.592	5.338	52.00	0.1026
128.00	4.954	0.248	0.293	0.660	5.458	52.00	0.1050
120.00	8.333	0.270	0.274	0.682	8.761	52.00	0.1685
118.00	9.123	0.279	0.321	0.786	9.596	52.00	0.1845
118.00	9.146	0.327	0.359	0.850	9.703	52.00	0.1866
113.50	11.406	0.354	0.347	0.856	11.943	52.00	0.2297
110.00	13.483	0.369	0.346	0.877	14.013	52.00	0.2695
108.75	14.086	0.371	0.343	0.878	14.611	51.99	0.2810
108.00	14.427	0.377	0.390	0.975	14.992	51.92	0.2887
108.00	14.457	0.424	0.425	1.035	15.095	51.92	0.2907
100.00	18.954	0.441	0.399	1.045	19.555	51.20	0.3819
98.00	19.989	0.448	0.439	1.135	20.619	51.03	0.4041
98.00	20.021	0.494	0.471	1.192	20.716	51.03	0.4060
90.00	24.778	0.509	0.443	1.197	25.446	50.31	0.5058
80.00	30.170	0.527	0.412	1.203	30.825	49.41	0.6238
79.00	30.678	0.550	0.409	1.203	31.353	49.32	0.6357
73.50	27.455	0.456	0.323	0.976	28.001	52.00	0.5385
70.00	28.808	0.465	0.315	0.979	29.359	52.00	0.5646
60.00	32.381	0.486	0.294	0.982	32.941	52.00	0.6335
50.00	35.598	0.507	0.275	0.984	36.171	52.00	0.6956
45.00	37.085	0.540	0.266	0.985	37.687	52.00	0.7248
40.00	33.085	0.468	0.221	0.833	33.602	52.00	0.6462
39.00	32.438	0.464	0.214	0.822	32.952	52.00	0.6337
30.00	35.299	0.491	0.208	0.833	35.835	52.00	0.6891
20.00	37.287	0.513	0.195	0.833	37.841	52.00	0.7277
10.00	39.075	0.535	0.184	0.833	39.649	52.00	0.7625
0.00	40.687	0.553	0.174	0.832	41.276	52.00	0.7938

----- (END LOAD CASE 1 -- ACTUAL VS. ALLOWABLE STRESSES) -----

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Windows Version 3.04.0000

Mon Apr 14, 2003 - 10:51:08 am

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Job No.....: 29203-0075 Design No: #19751 Engineer : MFP
Description : 150-ft Monopole - NJ-05-377F - PROSPECT PARK, PASSAIC CO., NJ
Design.....: 80 MPH / 69 MPH + 1/2" RADIAL ICE
Owner.....: T-Mobile Client: PennSummit Tubular, LLC
Status.....: Final Design Revision: Rev. Date :

S U M M A R Y O F C U R R E N T C A I S S O N D E S I G N

Diameter (ft): 7.00 Compression (kips): 35.00 Friction S.F: 2.00
Min. Depth (ft): 17.50 Horizontal (kips) : 28.00 Lateral S.F: 2.00
Depth Used (ft): 17.50 Uplift (kips): 0.00 Concrete S.F: 1.30
Rebar Area (in^2) ..: 31.20 Moment (Ft-kips) ..: 2950.0 Concrete F'c (psi) : 3000.0
Rebar Used: (20)#11 Full Cohesion (ft): 12.00 Steel Cover (in) ...: 4.00
Water at (ft): 99.00 Rock at (ft): 12.00

SOIL PROFILE :

Soil Layer	Unit	Ult. Skin	Allowable	Friction	Passive	Cohesion
Layer Thickness	Weight	Friction	Bearing	Angle- Phi	Coeff.- KP	(c)
(ft)	(pcf)	(psf)	(psf)	(deg)		(psf)
1 3.00	100.00	0.00	0.00	0.00	1.000	0.00
2 9.00	115.00	0.00	0.00	28.00	2.770	0.00
3 10.00	165.00	0.00	3000.00	0.00	1.000	10000.00

LATERAL / MOMENT CAPACITY (CHECK) :

	Min Design	Actual Design
Caisson Diameter (ft)	7.00	7.00
Height Above Grade (ft)	0.50	0.50
Depth Below Grade (ft)	17.50	17.50
Concrete Volume (CY)	25.66	25.66
Applied Moment From Loads (Working), Mwork(Ft-kip):	3368.60	3368.60
Resisting Moment From Soil (Ult), Mult(Ft-kip)	6853.35	6853.35
Moment S.F. (Mult / Mwork)	2.03	2.03
Applied Horizontal Load (Working), Hwork (Kips) ...	28.00	28.00
Horizontal Soil Resistance (Ultimate), Hult (Kips):	92.00	92.00
Horizontal S.F. (Hult / Hwork)	3.29	3.29
Center of Rotation (from grade) (ft)	14.45	14.45
Inflection Point (Max Design Moment Location (ft) :	6.30	6.30
Maximum Factored Design Moment for Reinf. (Ft-kip):	3879.51	3879.51
Area Steel Required From Loads (in^2)	22.20	22.20
ACI Minimum Steel (0.5%) (in^2)	27.71	27.71
Area Reinf. Steel Provided (in^2)	31.20	31.20

UPLIFT CAPACITY CHECK :

Actual Uplift on Caisson (Kips)	0.00	0.00
Allowable Uplift Capacity (Kips)	83.13	83.13

COMPRESSION CAPACITY CHECK :

Actual Compression on Caisson (Kips)	35.00	35.00
Total Compression (Includes Concrete Wt.) (Kips) ..	71.56	71.56
Allowable Compression Capacity (Kips)	115.45	115.45

CAISSON DESIGN:

USE: 7.00 ft Diameter X 18.00 ft Long (Concrete Volume = 25.66 CY)

Reinf: (20)#11 Vert, w/Closed Ties: (12)#5 @6.0", remaining ties @18.0" (ASTM A615)

**T-MOBILE, USA, INC.
SITE NO. NJ0537F – PROSPECT PARK
WIRELESS TELECOMMUNICATIONS FACILITY**

**PROSPECT PARK DPW
END OF NORTH 13TH STREET
PROSPECT PARK, NEW JERSEY**

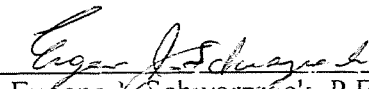
GEOTECHNICAL REPORT

OCTOBER 2002

Prepared by:

Dewberry-Goodkind, Inc.

629 Parsippany Road
Parsippany, NJ 07054
(617) 965-4300

 10-31-02
Eugene J. Schwarzrock, P.E. Date
New Jersey License No. 42625

T-MOBILE, INC.
SITE NO. NJ05337F – PROSPECT PARK
WIRELESS TELECOMMUNICATIONS FACILITY
PROSPECT PARK, NEW JERSEY

GENERAL

On October 15, 2002, soil boring B-1 was taken near the location of the proposed 150 ft. monopole tower in Prospect Park, New Jersey. Soil sampling was performed using a 2 in. diameter split spoon sampler driven by a 140 lb. auto-hammer with a 30 in. drop, in accordance with provisions of the Standard Penetration Test (ASTM D 1586). Soil samples were collected in Boring B-1 continuously from the ground surface to a depth of 12 ft., at which depth rock cored to 17 ft. using an N-series, double tube core barrel. An experienced geotechnical engineer was present during the taking of the boring and classified the soil samples according to the Burmister Field Classification System (ASTM, 1958). The Boring Location Plan and Boring Log are included in the Appendix.

The proposed 6000 ft.² lease area is located in the northeast corner of the subject property, approximately 70 ft. northeast of the existing Prospect Park DPW garage. The site is generally open and slightly wooded along the west side of the property, however the elevation of the lease area and the area to the west of the lease area is approximately 10 to 12 ft. higher than the elevation in front of the DPW garage, which is the proposed access route. Therefore a permanent gravel driveway will need to be constructed from the edge of the existing asphalt driveway to the lease area in order to provide access for maintenance vehicles. With construction of this driveway providing access to the lease area and surrounding area, adequate space will be available on-site to act as a staging area during construction. Otherwise, limited on-site space exists on the remainder of the subject property.

SUBSURFACE CONDITIONS

Boring B-1 encountered loose to very dense, granular fill, consisting predominantly of fine sand with appreciable silt content, from the ground surface to a depth of 11.5 ft (El. ± 236.5), with standard penetration (N) values varying from 6 to 77. Beneath this fill, a 6 in. layer of yellow-brown, very dense coarse to fine sand was present. Black, fractured, and hard, diabase bedrock was encountered at a depth of 12 ft. (El. ± 236), and drilling recovery and Rock Quality Designation (RQD) was 100%, and 36%, respectively.

Groundwater was not encountered during drilling, however limited quantities of perched water may be encountered a short distance above bedrock.

DESIGN CRITERIA

Based on the subsurface conditions encountered, we recommend the following foundation types and design criteria:

Monopole

Due to the close proximity and hard strength of the in-situ bedrock, it is recommended that the proposed monopole be founded on a mat foundation constructed on the bedrock. An allowable bearing capacity of 20 tsf may be used for this design, however, the foundation size will likely be governed by the weight requirement necessary to resist the overturning forces.

As an alternative to a spread footing, a concrete drilled shaft, socketed a minimum of 5 ft. into competent bedrock may be utilized to support the proposed monopole. The design should utilize Broms' method of analysis, which mobilizes lateral soil resistance for support. Commonly accepted factors of safety and design methods should be used in accordance with the EIA/TIA Standard for Steel Antenna Towers and Antenna Supported Structures.

The top 5 ft. of fill should be neglected in developing the allowable lateral resistance due to the unknown condition of this material.

The following estimated soil and rock properties are recommended for use when developing lateral resistance parameters for design of a drilled shaft foundation:

Brown and gray f Sand (FILL) (0 to 12 ft.)

Moist unit weight of soil, $\gamma_t = 115$ pcf

Angle of internal friction, $\phi = 28^\circ$

Lateral earth pressure coefficients:

$$K_{AR} = 0.36$$

$$K_{PR} = 2.77$$

Wall friction angle $\delta = 19^\circ$ (mass concrete on sand)
 $= 14^\circ$ (steel on sand)

Black Diabase (12 to 17 ft.)

Unit weight of rock, $\gamma_t = 165$ pcf

Uniaxial compressive strength, $q_u = 250$ tsf

Equipment Pad

It is recommended that the proposed 10 ft. by 20 ft. equipment cabinet slab be supported on a slab-on-grade. In order to minimize the effects of heave due to freeze/thaw cycles, it is further recommended that a minimum of 12 in. of $\frac{3}{4}$ in. clean crushed stone be placed immediately beneath this slab. Additionally, a modulus of subgrade reaction equal to 100 pounds per cubic

inch (pci) may be used for the design of this slab after the subgrade is proof rolled and compacted with a minimum of five passes of a vibratory plate compactor.

Ice Bridge

It is recommended that the ice bridge columns be supported by spread footings founded either on top of the mat foundation or within the in-situ fill if the drilled shaft alternative is utilized. Spread footings founded a minimum of 4 ft. below proposed finish grade may be designed for an allowable bearing capacity of 1 tsf, however a minimum footing size of 30 in. square is recommended. Total settlement of such spread footings is expected to be less than 1 in.

CONSTRUCTION RECOMMENDATIONS

For construction of the mat foundation alternative, all loose soil, water, and/or ice must be removed prior to concrete placement.

For construction for the drilled shaft alternative, the method of construction utilized must include full support of the fill soil during the entire construction period. The construction period is defined as the initial excavation to the final concrete placement. Methods which are considered acceptable and satisfy the above requirement include, but are not limited to:

1. Use of mud slurry (bentonite, etc.) to support the shaft walls prior to concrete placement.
2. Use of steel casing as a temporary form. The casing is installed as the shaft is augered, and then removed as the concrete is placed in order to develop full concrete-soil contact.
3. Use of steel casing as a permanent form. The casing is installed as the shaft is augered, however, it remains part of the drilled shaft. Steel casing significantly reduces shaft friction and is therefore a less efficient design, which would need to be considered prior to construction.

Construction methods used to install drilled shafts should be in accordance with the procedures outlined in FWA publication IF-99-025, "Drilled Shafts: Construction Procedures and Design Methods".

Material used for construction of the gravel access driveway should be granular, with less than 35% fines (silt and clay). The existing slope should also be benched continuously at least 4 ft. wide as the new driveway embankment is constructed. Fill should be placed in maximum 12 in. lifts, and be compacted to a minimum of 92% maximum dry density at optimum moisture content (ASTM D 1557).

APPENDIX

Dewberry-Goodkind, Inc.

PROJECT:		LOCAL NAME: T-Mobile, Inc – Site No. NJ05337F - Prospect Park				BORING NO. B-1	
SECTION:		North 13 th St., Prospect Park, NJ				FIELD BORING NO.	
STATION:		OFFSET:		REFERENCE LINE:		GROUND ELEVATION: ±248	
BORING BY: Craig Test Boring		DATE STARTED: 10-15-02		GROUND WATER ELEVATION 0 Hr. ±240 (Perched) Date: 10-15-02			
INSPECTOR: G. Schwarzrock		DATE COMPLETED: 10-15-02					

DEPTH (ft)	CASING BLOWS	SAMPLE NO.	DEPTH	Blows on Spoon			REC. (in)	SOIL DESCRIPTION AND STRATIFICATION	(ft)		
				0 / 6	6 / 12	12 / 18					
5		S-1	0	2	20	42		18"	FILL: Brown and gray m(-)-f SAND, some Silt, little m-f Gravel		
					35	34					
		S-2	2	4	20	14		18"		SAME	
					12	15					
		S-3	4	6	8	9		12"		SAME	
10					15	11			SAME		
		S-4	6	8	7	6		16"		SAME	
					6	4					
		S-5	8	10	5	3		18"		SAME (wet)	
					3	4					
15		S-6	10	12	8	14		18"	FILL: Brown m(-)-f SAND, some Silt, trace f Gravel (dry) Yellow-brown c-f SAND, trace Silt Black Diabase; hard, fractured	11.5	
					26	65				Top of	12
		C-1	12	17			Run	60"			
							Rec	100%			
							RQD	36%			
20									Bottom of Hole 17 ft.		
25											
30											
35											
40											

Nominal I.D. of Hole	4 in.
Nominal I.D. of Split Barrel Sampler	1 3/8 in.
Weight/type of Hammer on Drive Pipe	300 lb.
Weight/type of Hammer on Split Barrel	140 lb. Automatic
Drop of Hammer on Drive Pipe	24 in.
Drop of Hammer on Split Barrel	30 in.
Core Size	NX

The subsurface information shown hereon was obtained for the Owner's design and estimate purposes. It is made available to authorized users only that they may have access to the same information available to the Owner. It is presented in good faith, but is not intended as a substitute for investigations, interpretation or judgment of such authorized users.

Approximate Change in Strata _____

Inferred Change in Strata _____

PROPOSED CABLE BRIDGE
AT 12' HIGH
GRAVEL SURFACE

PROPOSED ELECTRIC
TELCO CABINET
PROPOSED UNDERGROUND
TELCO CABINET

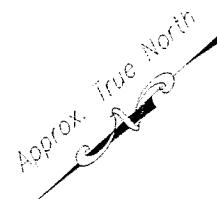
Existing Tree Line

PROPOSED CARRIER
(10'x20' - TYP. OF 6)

150' HIGH MONOPOLE

PROPOSED 6000 S.F.
TELECOMMUNICATIONS
EQUIPMENT COMPOUND

PROPOSED EVERGREENS
AT 8' SPACING



UNDERGROUND ELECTRIC
AND TELCO SERVICE

T.M.

UP#6386PF

E&T

T.M.

14' WIDE SWING
GATE
TOP OF RIDGELINE

B-1

CARRIER #3

CARRIER #5

CARRIER #2

CARRIER #4

CARRIER #1

12' WIDE GRAVEL
DRIVEWAY BY OTHERS

Existing One Story
Block Building
DPW Garage

Q OF ACCESS FROM
N 13TH STREET

Parking Lot

T.M.

BORING LOCATION PLAN

SCALE: 1"=30'

GRAPHIC SCALE



(IN FEET)
1 inch = 000 ft.



TEST BORING

NOTES:

1. THE PURPOSE OF THIS DRAWING IS FOR CONCEPT ONLY. THE DIMENSIONS SHOWN ARE APPROXIMATE.
2. INFORMATION SHOWN ON THIS DRAWING IS BASED ON LIMITED FIELD MEASUREMENTS BY DEWBERRY-GOODKIND, INC., ON 04/26/02 AND INFORMATION SUPPLIED BY BOROUGH.
3. OWNER: BOROUGH OF PROSPECT PARK
106 BROWN AVENUE
PROSPECT PARK, N.J. 07508
4. SITE CONTACT: KENNY VAULT
DEPARTMENT OF PUBLIC WORKS
(973) 790-7902 EXTENSION-518
5. SITE ADDRESS: NORTH 13TH STREET
PROSPECT PARK, N.J. 07508
6. BLOCK & LOT: BLOCK 22 - LOT 11
7. ZONE: R - 1 RESIDENTIAL
8. LOCATION: LATITUDE : N 40°-56'-13.8"
LONGITUDE: W 074°-10'-30.3"
9. APPROX. AMSL GROUND ELEVATION AT THE BASE IS 246 FT.± AMSL
10. APPROX. TRUE NORTH INFORMATION, LATITUDE AND LONGITUDE VALUES SHOWN ARE BASED ON USGS PATERSON, NJ QUADRANGLE MAP, PHOTO REVISED 1981.

LEGEND:

- LIGHT LINE WORK DENOTES EXISTING CONDITIONS
- HEAVY LINE WORK DENOTES PROPOSED INSTALLATIONS
- E --- ELECTRIC SERVICE
- T --- TELEPHONE SERVICE
- ~~~~~ TREE LINE

PROPOSED WIRELESS COMMUNICATION FACILITY
PROSPECT PARK, NJ05337F
NORTH 13TH ST. PROSPECT PARK, PASSAIC COUNTY, NJ 07128

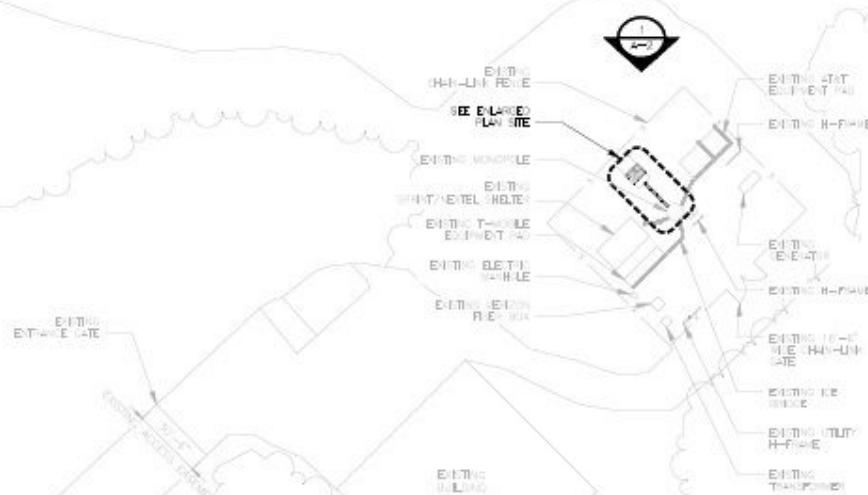
Dewberry-Goodkind, Inc.
A Dewberry Company



DATE: 10-30-02

REV.	DESCRIPTION	DATE
1	REVISED PER OMNIPOINT COMMENTS	10/03/02
1	PRELIMINARY SUBMISSION	5/01/02

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.



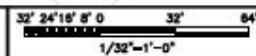
N 13TH ST

BROWN AVE

WAGARAW BLVD

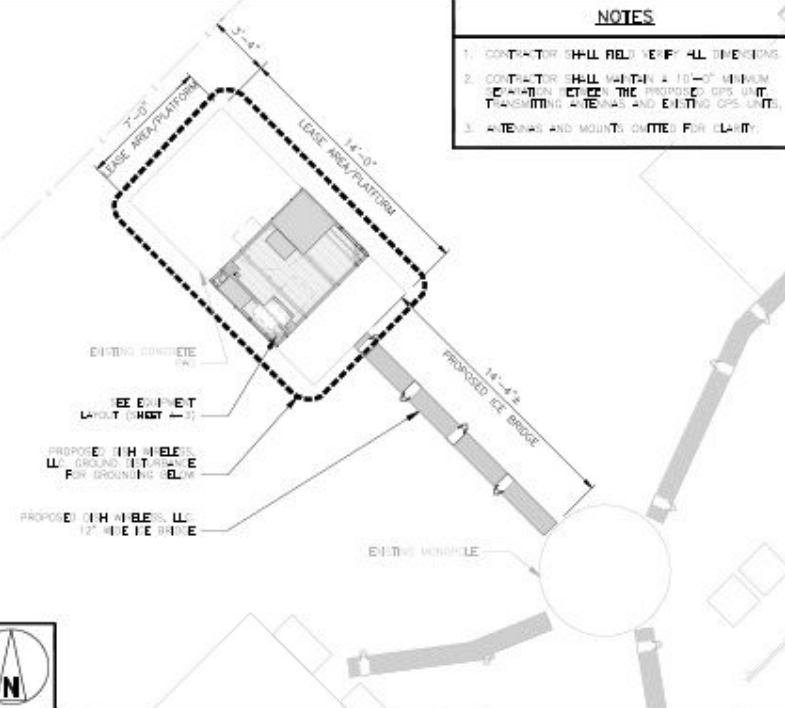


OVERALL SITE PLAN

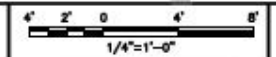


10

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.



ENLARGED SITE PLAN



2

NOT USED

3