

**BOROUGH OF CARLSTADT  
BERGEN COUNTY, NEW JERSEY  
NOTICE TO BIDDERS  
OF ADDENDUM NOS. 1 and 2**

PLEASE TAKE NOTICE that Addendum Nos. 1 and 2 to the notice to bidders and bid specifications has been issued by the Borough of Carlstadt, Bergen County, New Jersey for the

**LEASE OF REAL PROPERTY OWNED BY THE BOROUGH OF  
CARLSTADT (LOT 14.01, BLOCK 120), FOR THE  
CONSTRUCTION AND MAINTENANCE OF A WIRELESS  
TELECOMMUNICATIONS MONOPOLE AND RELATED  
SUPPORT FACILITIES**

have been issued by the Borough.

Addendum #1 consists of responses by the Borough to questions raised by potential bidders.

Addendum #2 consists of changes, clarifications, and additions to the bid specifications, **including a change to the date for the receipt of bids**. The Addendum shall become part of the original specifications and is to be attached thereto.

Copies of Addendum Nos. 1 and 2 may be reviewed or procured at the Borough Clerk's Office, 500 Madison Street, Carlstadt, New Jersey Monday – Friday 8:30 A.M. – 4:30 P.M. and on the Borough website at [www.carlstadtnj.us](http://www.carlstadtnj.us).

All potential bidders who obtained the bid specifications on or prior to this date of notice have been provided this Addendum as required.

The Acknowledgement of Receipt of Changes to Bid Documents Form included with Addendum No. 2 must be completed and submitted with the bid.

**BOROUGH OF CARLSTADT  
BERGEN COUNTY, NEW JERSEY**

**ADDENDUM NO. 1  
DISLOSING QUESTIONS FROM PROSPECTIVE BIDDERS  
AND THE BOROUGH'S RESPONSE THERETO**

for the  
**LEASE OF REAL PROPERTY OWNED BY THE BOROUGH OF  
CARLSTADT (LOT 14.01, BLOCK 120), FOR THE CONSTRUCTION  
AND MAINTENANCE OF A WIRELESS TELECOMMUNICATIONS  
MONOPOLE AND RELATED SUPPORT FACILITIES**

Please note the following questions were submitted by a prospective bidder. The Borough provides the responses as set forth following each question.

1. Will the bidder's obligation to install the Boroughs antennas, at Bidder's expense, apply only if the Borough has the antennas available for installation when Bidder is mobilized to install their antennas.

**Borough response:** The Borough understands the complexity of the installation process and will revise the Lease, Exhibit D, to provide that the tenant's obligation to install the Borough equipment at tenant's cost will not apply if the Borough equipment is not made timely available for installation. See revised Exhibit D.

2. Will Paragraph 1.2b mutual?

**Borough response:** No. Changes are not necessary to assure Tenant's access. Tenant will be leasing the entire site and thus has control over entire site as provided in the Lease. No access issues for the Tenant should arise. It is the Borough which needs the access rights provided in that section needs

3. Will the Borough limit its right to consent to not to be unreasonably withheld or delayed?

**Borough response:** Yes. This is already provided in the Lease, Exhibit D.

4. Will the Borough recognize the bidder's investment in the communications structure and therefore not exercise any right to terminate the lease after 5 years unless Bidder is in default and fails to cure the default?

**Borough response:** Yes. The Borough will revise the Lease, Exhibit D, accordingly.

5. Will the lease automatically extend for the term provide in section 5.3?

**Borough response:** Yes. The Borough will revise the Lease, Exhibit D, accordingly.

6. Does the Borough intend to be paid 50% of the payments by any co-locating party for maintenance expenses where the bidder/tenant will have paid all of those expenses?

**Borough response:** No. To the extent that Tenant pays the maintenance expenses for the property and a portion of that expense is reimbursed by a co-locating user, the borough will make no claim to the contribution towards maintenance expense made by the co-locating entity. Yes. The Borough will revise the Lease, Exhibit D, accordingly.

7. Does the obligation to install in the second lien of Paragraph 5.1 also include “re[pair]” and “Upgrade”?

**Borough response:** Yes. Exhibit D will be amended accordingly.

8. If the structure is removed, does Paragraph 10.1 limit the extent of the removal to 2’ below grade?

**Borough response:** Yes. The Borough will revise the Lease, Exhibit D, accordingly.

9. Can the tenant/bidder assign or transfer its rights under the lease without any approval or consent of the Borough to its principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of tenant/bidder’s assets in the market in which the Property is located by reason of a merger, acquisition or other business

**Borough response:** Yes. The Borough will revise the Lease, Exhibit D, accordingly.

10. Would the tenant/bidder be able to terminate the lease upon written notice if the intended purpose for the installation becomes technically infeasible or if the State of New Jersey adopts a tax on high volume electronic trading.”

**Borough response:** The Borough will permit termination under the circumstances noted upon the expiration of the then effective 5-year term; provided that such termination shall have no negative impact on any Borough facility installed on the structure.. Yes. The Borough will revise the Lease, Exhibit D, accordingly.

11. Will section 15 be mutual?

**Borough response:** The Borough will waive claims against the Tenant for any loss, cost, damage, expense, injury or other liability which is a nature of indirect, special, incidental, punitive or consequential damages arising out of the Lease. The Borough will revise the Lease, Exhibit D, accordingly.

12. If the Borough is in default under the Lease and has not cured in the timeframe set forth for bidder’s default then does the tenant /bidder shall have all rights available in law and equity.

**Borough response:** Yes, provide that in no event shall tenant have the right to cease rent payments. Yes. The Borough will revise the Lease, Exhibit D, accordingly.

13. Can the lease be executed in counterparts?

**Borough response:** Yes – Exhibit D will be amended accordingly.

14. Would each party be responsible for noncompliance of environmental laws, with mutual indemnities?

**Borough response:** No. The Borough cannot agree to any such indemnity. The Borough will remain responsible as a property owner. Exhibit D will be amended accordingly.

15. Can another type of structure other than a monopole be installed?

**Borough response:** Yes – Exhibit D will be amended accordingly.

**BOROUGH OF CARLSTADT  
BERGEN COUNTY, NEW JERSEY**

**ADDENDUM NO. 2  
REVISING THE BID SPECIFICATIONS**

for the

**LEASE OF REAL PROPERTY OWNED BY THE BOROUGH OF  
CARLSTADT (LOT 14.01, BLOCK 120), FOR THE CONSTRUCTION  
AND MAINTENANCE OF A WIRELESS TELECOMMUNICATIONS  
MONOPOLE AND RELATED SUPPORT FACILITIES.**

To All Concerned:

The original bid specification package for the above referenced bid is amended as noted in Addendum No. 1, and as provided below in this Addendum No. 2 and shall become part of the original BID package.

**Change of Bid Opening Date.** Date of Receipt of Bids is revised as follows:

FROM: August 18, 2022 at 11:00 A.M., Borough Clerk's Office  
TO: September 1, 2022 at 11:00 A.M., Borough Clerk's Office

**Other Changes To Bid Package**

- Wherever in the bid package the term "monopole" is found, that term is deleted and the term "structure" is substituted therefore.
- Exhibit D to the bid package is revised and supplemented to read as provided in the attached which is substituted therefore.

**Required Acknowledgement of Addendums.**

- The Acknowledgement of Receipt of Changes to Bid Documents Form included with Addendum No. 2 must be completed and submitted with the bid.

August , 2022

By Order of the Mayor and Council.