

- GENERAL NOTES:
1. SURVEY REFERENCE: TOPOGRAPHIC SURVEY OF TAX LOT 1, BLOCK 7502, TAX LOT 1, BLOCK 7805, TAX LOT 1, BLOCK 7806, TAX LOT 1, BLOCK 7807, LOCATED IN THE, BOROUGH OF CARTERET, MIDDLESEX COUNTY, NEW JERSEY PREPARED BY JAMES P. DEADY SURVEYOR, LLC, DATED 6/24/13, LAST REVISED 12/15/19.
 2. ELEVATIONS SHOWN HEREIN ARE IN NAVD88.
 3. ACTUAL FIELD CONDITIONS MAY LIMIT VEHICULAR ACCESS AND STORAGE BEYOND THAT WHICH IS SHOWN ON THE ABOVE MAP DUE TO UTILITIES, SLOPES, OR DRAINAGE FEATURES. OPERATORS ARE RESPONSIBLE TO INSPECT THE SITE AND REVIEW SUITABILITY.
 4. OPERATOR RESPONSIBLE FOR INSTALLATION OF FENCING, GATES, ACOUSTIC PANELS, PAVEMENT ALONG FENCELINE ALONG CHROME AVE ALLEY AND MIDDLESEX AVENUE AS SHOWN HEREIN. OPERATOR RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ALL EXISTING AND INSTALLED SITE IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, ASPHALT, GRAVEL, UTILITIES, AND FENCING.
 5. PARKING SPACES FOR TRUCK TRACTOR CABS SHOWN FOR REFERENCE ONLY AND DOES NOT REFLECT VEHICLES WHICH MAY BE STORED ON SITE. OPERATOR SHALL CONFIGURE SITE TO MAXIMIZE PARKING AND SHALL PROVIDE SAFE, ACCESSIBLE AISLES AND CORRIDORS FOR INGRESS AND EGRESS AND MAINTAIN ACCESS FOR EMERGENCY VEHICLES.

3.	TRUCK LEASE RFP	9/23/23	TC	MZ
2.	FENCE PLAN FOR PRICING	3/30/23	TC	MZ
1.	GRADING AND DRAINAGE REVISION	1/16/23	MZ	TT
No.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED

BOROUGH OF CARTERET
MIDDLESEX COUNTY, NEW JERSEY
BLOCK 103, LOT 7
VEHICLE STORAGE YARD
LEASE AREA SITE PLAN

CONSULTING AND MUNICIPAL ENGINEERS
3541 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859 1460 ROUTE 9 SOUTH, HOWELL, NEW JERSEY 07731-1194

JOHN H. ALGAR P.E., P.P. (1983 - 2001) JAY B. CORNELL P.E., P.P. NJ REG. LIC. NO. 32962	DAVID J. SAMUEL P.E., P.P. NJ REG. LIC. NO. 28838 MICHAEL J. MCLELLAND P.E., P.P. NJ REG. LIC. NO. 32468	JOHN J. STEFANI P.E., L.S. & P.P. NJ REG. LIC. NO. 28271 GREGORY R. VALES P.E., P.P. NJ REG. LIC. NO. 34468
---	--	---

SCALE	1" = 40'	DESIGNED BY	TC
DATE	3/30/23	CHECKED BY	TT

1 OF 2

lease plan

chrome lease

CA535

**LEGAL NOTICE
BOROUGH OF CARTERET
NOTICE OF REQUEST FOR BIDS FOR LEASE OF PUBLIC PROPERTY**

PLEASE TAKE NOTICE that on Tuesday, November 28th, 2023 at 10 a.m. at the Borough of Carteret Borough Hall, located at 61 Cooke Avenue, Carteret, New Jersey, New Jersey 07008, the BOROUGH OF CARTERET ("Borough" or "Landlord") will accept sealed bids, on Bid Forms available from the Borough Purchasing Agent Office, located at 100 Cooke Avenue, Carteret, New Jersey 07008, for lease rights on and in to a portion of the premises known as Block 103, Lot 7, located off Industrial Highway, Carteret, New Jersey. Terms and conditions of such lease, are summarized as follows:

1. Said lease rights shall include the right to park vehicles (including salvage vehicles intending to be auctioned), bobtails, trailers and/or box trucks, or some combination thereof, on property owned by the Borough, all as further described in, and subject to the terms and conditions of, a Sample Lease which will be on file and available in the office of the Borough's Purchasing Agent as part of the Bid Documents for public inspection.

(a) Condition to Lease. Tenant acknowledges that Landlord will provide a gravel area of approximately +/- two (2) acres for parking of the aforesaid vehicles and a twenty-five foot (25') wide drive isle. All other amenities or improvements, which shall not include and hazmat storage or temporary or permanent structures on the site including office trailers, porta johns, such as security items, including but not limited to, any fencing, lighting, stripping, buffering, and/or maintenance of the premises, etc., shall be the sole responsibility of the Tenant. Regarding required improvements to the site, at a minimum, the Tenant shall install all of the improvements noted as "By Operator" on the Block 103, Lot 7, Vehicle Storage Yard, Lease Area Site Plan contained in the Bid Documents. Tenant may receive up to three (3) months rental credit towards the installation of these Operator required improvements. Further, the Tenant shall defend and indemnify the Borough with regard to any claims or suits of any kind or nature whatsoever with regard to Tenants use, occupancy and/or operations at the premises. As noted, the Bid Documents contain a possible sample parking area layout for illustration purposes only, but the bidder may propose an alternate parking lay-out for consideration, so long as the same is acceptable to the Borough in its sole discretion.

2. The term of the lease may be for a term of one (1) year, with the option of four (4) one (1) year renewals, with each annual renewal being subject to a three and a half percent (3.5%) increase in rent.

3. Bids shall be submitted for an initial annual rent of not less than \$540,000.00 payable in monthly installments of \$45,000.00.

4. Bids must be enclosed in a sealed opaque envelope bearing the name and address of the bidder and clearly marked "Industrial Highway Parking Bid".

5. All bids must be accompanied by a certified check in the amount of Twenty Thousand Dollars (\$20,000). If the successful bidder does not execute a lease with the Borough within thirty (30) days following the award, the bidder's deposit shall be forfeited. All bids shall be referred to the Mayor and Council for review and final approval. Acceptance or rejection of the bid shall be made by not later than sixty (60) days following the completion of the bidding and, if the Borough Council shall not so accept such highest bid or reject all bids, said bids shall be deemed to have been rejected.

6. Said lease rights may be sold to the highest bidders in accordance with the provisions of **N.J.S.A. 40A:12-14 and -24**, with reservation of the right to reject any or all bids, and/or to waive any informality which is not detrimental to the best interest of the Borough, all in the sole discretion of the Borough.

7. The successful Lessee shall furnish the Borough with hold harmless agreements and shall provide liability insurance covering both bodily injury and property damage with minimum initial limits of \$5,000,000 which policies of insurance shall name the Borough as an additional insured.

8. The successful Lessee shall be required to comply with the current requirements of P.L. 1975, c. 127 (Affirmative Action) and P.L. 1977, c.33 (Disclosure of Ownership). Each Bidder must also submit a Non-Collusion Affidavit on the forms included with the Bid Documents.

Ricardo Llanos, QPA

BIDDER'S PROPOSAL

LEASE AGREEMENT PERTAINING TO THE INDUSTRIAL HIGHWAY PARKING AREA LOCATED OFF OF CHROME AVENUE BLOCK 103, LOTS 7, CARTERET, NEW JERSEY

TO: Borough of Carteret
61 Cooke Avenue
Carteret, NJ 07008

The undersigned bidder(s) declares that he/she has read the Notice of Bidders, Draft Lease and attachments that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted to enter into a lease in a form substantially similar to the Draft Lease pertaining to the bobtail truck parking area to be located off of Chrome Avenue, Block 103, Lot 7, Carteret, New Jersey as follows:

The bid amount offered is: _____

The undersigned is a:

_____ Corporation/LLC under the laws of the State of _____

_____ Partnership

_____ Individual

having its principal office at _____

Company

Address

Federal ID or Social Security No.

Telephone No.

Signature

Fax No.

Type or Print Name

Date

Title

**BOROUGH OF CARTERET
SUBMISSION CHECKLIST**

BID NAME: _____

SUBMISSION DATE: _____

The following items, as indicated by initialing, shall be provided with the receipt of sealed submissions:

Submission Requirement

**Initial Each
Requirement and
Submit item**

Bid Bond	_____
Bidders Proposal	_____
Affirmative Action Compliance Notice	_____
Americans with Disabilities Act of 1990 Language	_____
Business Registration Certificate	_____
Stockholder Disclosure Certificate	_____
Non-Collusion Affidavit	_____
Proof of Insurance and Indemnification	_____

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE QUALIFICATION PROPOSAL PACKAGE.

COMPANY/ APPLICANT NAME

AUTHORIZED SIGNATURE

NAME AND TITLE (PRINT)

DATE

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

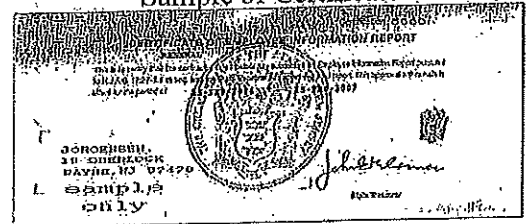
OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Sample of Certificate



The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

PLACE HERE
A COPY OF THE
CERTIFICATE OF
EMPLOYEE INFORMATION
REPORT

155661


CERTIFICATE OF EMPLOYEE INFORMATION REPORT

THIS IS TO CERTIFY that the employee listed below has submitted an Employee Information Report pursuant to H.J.A.O. 17-27-1.1 of sec. 101 and that the report has been approved and report. This approval will remain in effect for the period of 12-1-2006 to 12-1-2007

JORGENSEN
10 SHERLOCK
WAYNE, NC 07490

sample only

John Williams
State Treasurer



**PLACE AFFIRMATIVE ACTION
(Form AA302)
EMPLOYEE INFORMATION REPORT
HERE**

ONLY IF YOU DO NOT HAVE THE
CERTIFICATE OF EMPLOYEE INFORMATION
TO ATTACH AT THIS TIME

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) *subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

BOROUGH OF CARTERET

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
BOROUGH.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 255 TRENTON, NJ 08646-0255
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
070-097-302/600	0107000	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE	07/14/04	
TRENTON NJ 08611		
EFFECTIVE DATE:		
07/01/04		
FOR AGENCY OF:		
Acting Director		
This Certificate is NOT for public or trade display. It must be conspicuously displayed at store address.		

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Borough of Carteret** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Borough of Carteret** to notify the **Borough of Carteret** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting **Borough of Carteret** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age, being duly
sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any
collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named
project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full
knowledge that the _____ relies upon the truth of the statements contained
in said Proposal

(name of contracting unit)
and in 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
_____.

Subscribed and sworn to

before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Borough of Carteret is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Carteret to notify the Borough of Carteret in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of Carteret and that the Borough of Carteret at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

BOROUGH OF CARTERET
INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Borough Clerk's Office upon award of contract by the Municipal Council.

The minimum amount of insurance to be carried by the selected Professional Service Entity shall be as follows:

Insurance

Vendors shall have workers compensation insurance for each employee assigned to perform work in connection with the service contemplated by this request for proposals. Said insurance shall be in an amount and in a form that is acceptable to the City's Corporation Counsel.

Vendors shall also have general liability insurance. Coverage limits shall be \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

*Vendor / Firm shall not commence operations until City has been furnished original certificate(s) of Insurance and certified original copies of endorsements or policies of Insurance in the amounts and/or minimum coverage(s) required in this proposal.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

STATEMENT OF INDEBTEDNESS

Bidders shall provide as part of their bid a statement under oath that (a) they are not indebted to the BOROUGH OF CARTERET, (b) are not in breach of any contract previously awarded by the Borough and (c) are not a party to any pending action either at law or equity in which they are asserting an affirmative claim for damages or other relief against the Borough of Carteret. Failure to provide the required statement shall disqualify the bidder.

(Name of Contractor)

(Type or print name of affiant under signature)

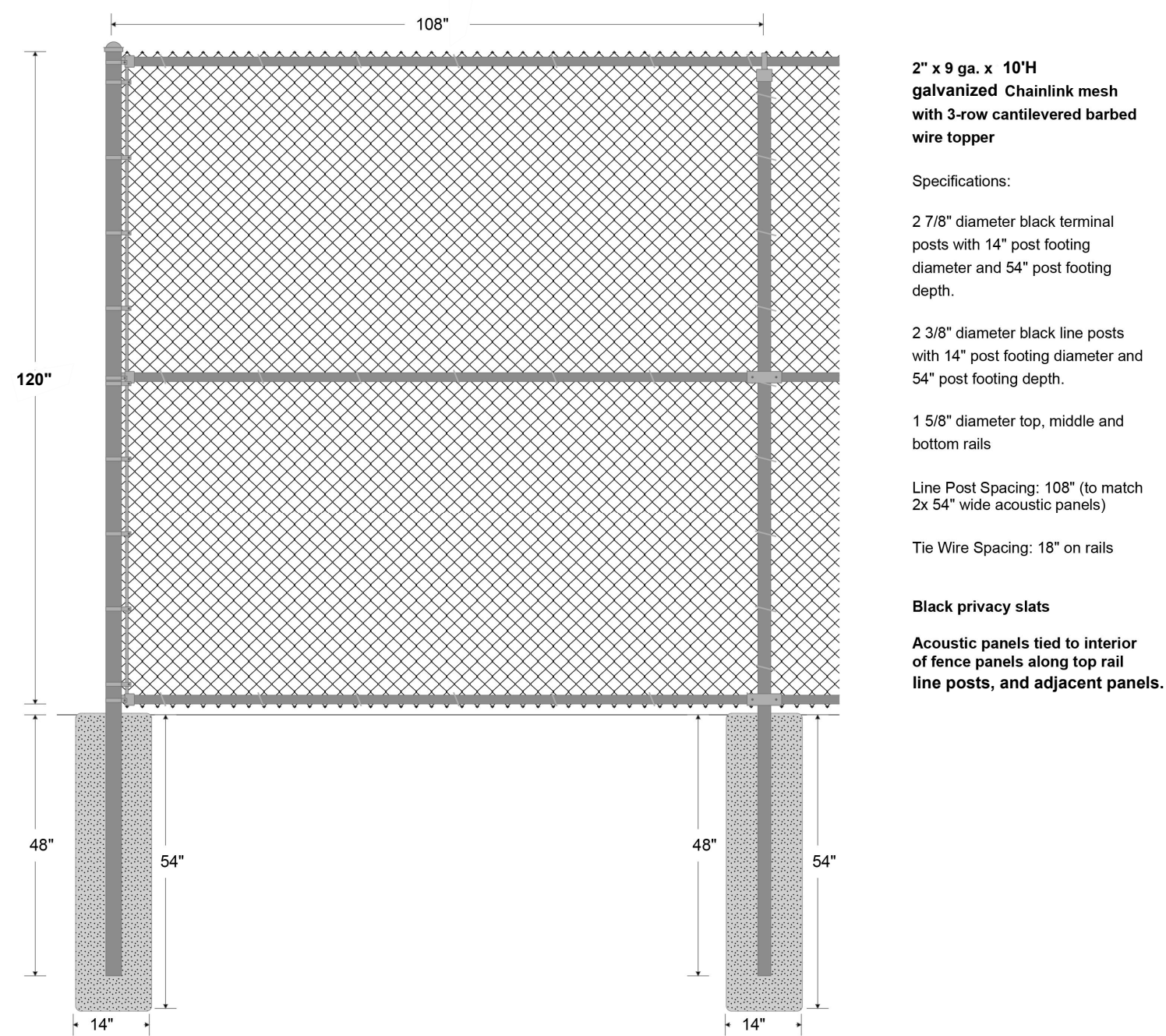
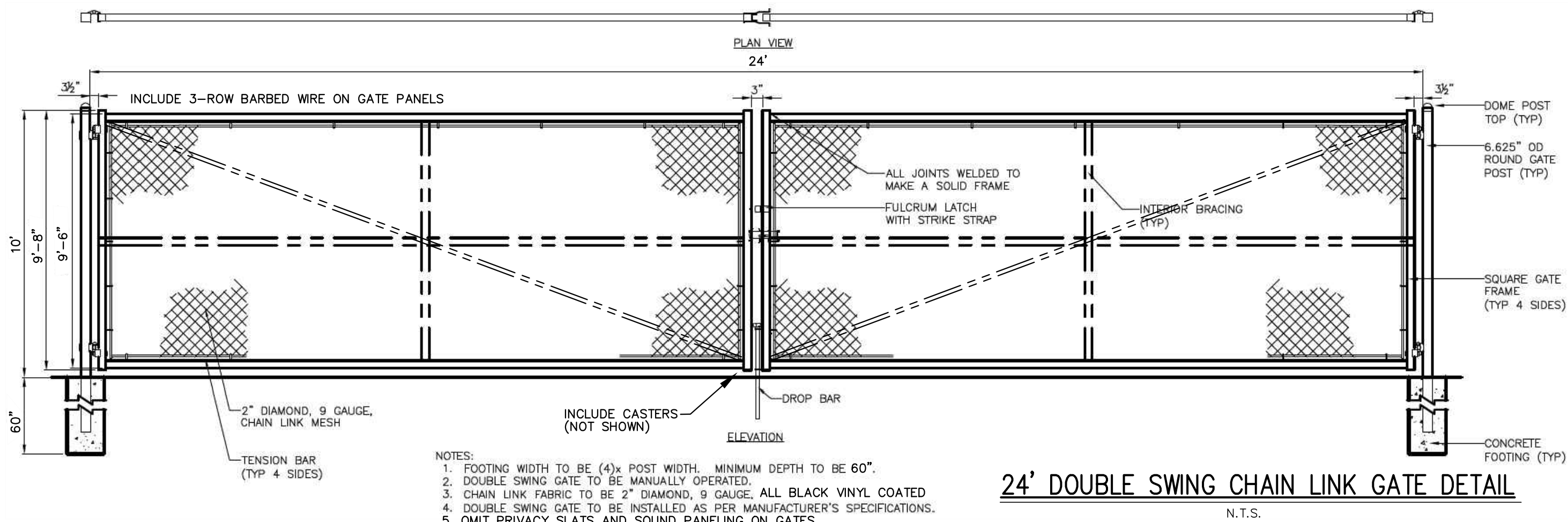
Subscribe and sworn to

Before me this _____ day

Of _____ 20____

Notary Public of _____

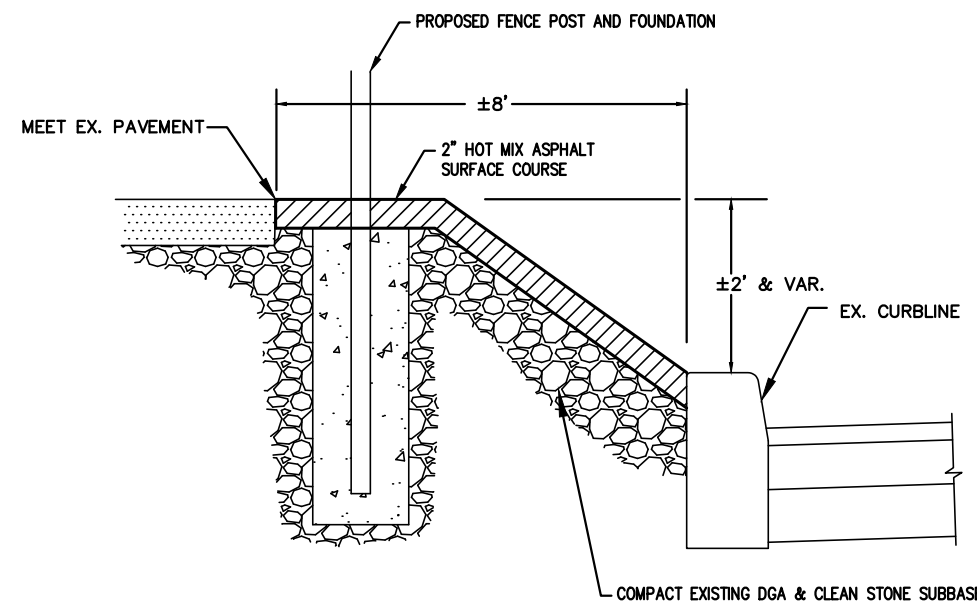
My Commission Expires _____



CHAIN LINK FENCE & FOUNDATION DETAIL

N.T.S.

- NOTE:
1. FENCE INSTALLER IS ADVISED THAT EXISTING SITE HAS BEEN STABILIZED WITH A MINIMUM OF 24" OF CLEAN FILL, INCLUDING A COMBINATION OF #57 CLEAN STONE AND DENSE-GRADED AGGREGATE. SONOTUBE FORMS SHALL BE ANTICIPATED TO INSTALL FENCE FOUNDATIONS.
 2. SPOILS FROM FOUNDATION EXCAVATIONS SHALL BE CONSIDERED REGULATED MATERIAL DUE TO HISTORIC SITE CONTAMINATION. REGULATED MATERIAL SHALL BE DISPOSED AT AN APPROPRIATE FACILITY AT NO ADDITIONAL COST.



HMA SLOPE STABILIZATION

N.T.S.

TYP. ALONG SOUTH AND WEST CURBLINE OF CHROME AVE. ALLEY AND MIDDLESEX AVE. FRONTAGE



ATTN: JAMES COX
REF QUOTE: QU0-64262-F5F4F3
2420 Grenoble Road
Richmond, VA 23294
Toll Free: 800-782-5742



PRIVACYSHIELD® ABSORPTIVE SOUNDPROOFING BLANKET DATA SHEET



TECHNICAL CHARACTERISTICS

SIZE: 54" x 96", Up to 54" x 25'

THICKNESS: 1" 2" (actual size may vary after quilt)

CONSTRUCTION: UV resistant silicone-coated-fiberglass cloth faced quilted fiberglass with one pound per square foot reinforced loaded vinyl backer

FACING COLOR: Grey, Tan, Black, Off-White

BARRIER COLOR: Grey, Tan

WEIGHT (P.S.F.): 1.2 (1"), 1.45 (2")

TEMP RANGE: -20 to 180 degrees F

FIRE RATING: Class 1 or A per ASTM E84



DESCRIPTION

The PrivacyShield® Absorptive Soundproofing Blanket (formerly ABBC-13) is a barrier backed sound panel used to block and absorb sound for interior applications. The PrivacyShield® Absorptive Soundproofing Blanket is a barrier backed composite (BBC), consisting of vinyl coated fiberglass facing quilted with fiberglass batting, with a reinforced mass loaded vinyl sound barrier bonded to one side.

These blankets are a combination sound blocking and sound absorbing material. These sound attenuation blankets are constructed with grommets across the top edge and mating Velcro® along the vertical edges of the blankets for easy installation and layering. Face the absorptive quilted fiberglass layer towards the sound you wish to absorb. Typical uses include curtain material in acoustical enclosures, room partitions, and wall cover where abuse resistance and excellent durability is required.

SOUND ABSORPTION (ASTM C 423)							
Thickness	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	NRC
1"	0.12	0.47	0.85	0.84	0.64	0.62	0.70
2"	0.07	0.27	0.96	1.13	1.08	0.99	0.85

SOUND TRANSMISSION LOSS (ASTM E90 & E413)							
Thickness	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	STC
1"	11	16	24	30	35	35	27
2"	13	20	29	40	50	55	32


as-privacyshield-absorptive-soundproofing-blanket-data-sheet

2022-04-13

ACOUSTIC PANEL DETAIL

N.T.S.

- NOTE:
1. HEIGHT TO MATCH FENCE.
 2. ACOUSTIC PANELS TO BE INSTALLED ON INTERIOR OF ALL PROPOSED CHAIN LINK FENCING FACING RESIDENTIAL PROPERTIES VIA GROMMETS AT TOP AND BOTTOM OF PANELS.
 3. INCLUDE EXTERIOR-GRADE VERTICAL VELCRO SEALS SEWN WITH CORE-TEK® THREAD FOR JOINING ADJACENT PANELS.
 4. COLORS TO BE APPROVED BY OWNER.

3.	TRUCK LEASE RFP	9/23/23	TC	MZ
2.	FENCE PLAN FOR PRICING	3/30/23	TC	MZ
1.	GRADING AND DRAINAGE REVISION	1/16/23	MZ	TT
No.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED
BOROUGH OF CARTERET MIDDLESEX COUNTY, NEW JERSEY BLOCK 103, LOT 7 VEHICLE STORAGE YARD FENCE DETAILS				
 CONSULTING AND MUNICIPAL ENGINEERS 3341 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859 1460 ROUTE 9 SOUTH, HOWELL, NEW JERSEY 07731-1104				
JOHN H. ALLGAR P.E., P.P. (1983 - 2001) NJ PE LIC NO. 28838		DAVID J. SAMUEL P.E., P.P. NJ PE LIC NO. 3485		JOHN J. STEFANI P.E., L.S. & P.P. NJ PP LIC NO. 28271
JAY B. CORNELL P.E., P.P. NJ PE LIC NO. 32962		MICHAEL J. MCCLELLAND P.E., P.P. NJ PE LIC NO. 32468		GREGORY R. VALES P.E., P.P. NJ PP LIC NO. 4361
SCALE		NTS		DRAWN BY
DESIGNED BY		MZ		CHECKED BY
DATE		3/30/23		DATE
SHEET		2 OF 2		FILE NO.
CA535		02-fence det		chrome lease

SAMPLE LEASE AGREEMENT

BOROUGH OF CARTERET

**LEASE AGREEMENT
PERTAINING TO THE
INDUSTRIAL AVENUE TRUCK PARKING AREA
LOCATED OFF OF INDUSTRIAL AVENUE
CARTERET, NEW JERSEY**

Dated:

LEASE AGREEMENT

This Agreement made this day of , 2023, between the Borough of Carteret, a municipal corporation having offices at 61 Cooke Avenue, Carteret, New Jersey 07008 (hereinafter referred to as “Lessor”) and , having its principal offices at (hereinafter referred to as “Tenant”).

WHEREAS, Lessor is the owner of certain real property and a gravel parking area (“Parking Area”) constructed thereon, on Tax Block 103, Lot 7, located off of Industrial Avenue, Carteret, New Jersey 07008 (the “Owned Premises”); and

WHEREAS, Tenant desires to lease said Parking Area for the sole purpose of installing, maintaining and operating a parking area for passenger vehicles (including vehicles intended for auction), bobtails, trailers and/or box trucks, and to lease a portion of said Owned Premises consisting of +/- two (2) acres for said purpose, as approved by the Lessor, (the “Premises”), all as shown on Exhibit “A,” “Block 103, Lot 7, Vehicle Storage Area, Lease Area Site Plan, attached hereto and made a part hereof; and

WHEREAS, the Bid Documents that form the basis for this Lease Agreement are hereby incorporated herein and made a part hereof as if set forth at length herein.

WITNESSETH

1. **Leased Premises.**

Lessor hereby leases to Tenant that certain portion of the Owned Premises consisting of approximately two (2) areas, all as shown on Exhibit A attached hereto and made a part hereof (the “Leased Premises”).

2. **Term.**

A. This Lease Agreement shall be for an initial term of one (1) year, beginning as of the "Commencement Date" at an annual rental for the first year of the initial term of _____ (_____) Dollars to be paid in equal monthly installments of _____ (_____) Dollars on the first day of the month, partial months to be pro rated, to Lessor or to such other person, firm or place as Lessor may, from time to time, designate in writing, at least thirty (30) days in advance of any rental payment date. The Commencement Date shall be the date a building permit is issued to the Tenant for any approved improvements at the Leased Premises. Tenant agrees to make a good faith effort to obtain a building permit pursuant to the purpose of this Lease.

B. Tenant shall have the option to extend this Lease for three (3) additional one (1) year periods, subject to an increase in the annual rent for each said one (1) year period of three and a half percent (3.5%), similarly payable in equal monthly installments. The Tenant shall notify the Lessor, in writing, of its intention to exercise its option to extend this Lease at least ninety (90) days before the expiration of the then current term.

C. Tenant shall pay Lessor a late payment charge equal to five percent (5%) of the late payment for any payment not paid within ten (10) days of the due date. Any amounts not paid when due shall bear interest until paid at the rate of one and one-half percent (1 ½ %) per month.

D. Tenant may receive up to three (3) months rental credit towards the cost of the Operator required improvements shown on the parking plan attached hereto as Exhibit A.

5. Security Deposit.

Contemporaneously with the execution of this Lease, Tenant has deposited with the Lessor the sum of two (2) months' rent as a security deposit. The deposit shall be held by the Lessor, without liability for interest, as security for the faithful performance by the Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by the Tenant during the term, hereof, and upon full performance of the terms hereof by Tenant shall be returned upon the expiration of this Lease.

6. Holding Over.

Any holding over after the expiration of any term hereof wherein an extension or renewal has not been properly exercised or has expired, shall be construed to be a tenancy from month to

month at two (2) times the rental rate last applicable and shall otherwise be on the conditions herein specified, so far as applicable.

7. Use.

A. Tenant may use the premises solely for the purpose of constructing, maintaining and operating the vehicle Parking Facilities in the lay-out configuration approved by the Lessor.

B. Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations in connection with the use, operation, maintenance, construction and/or installation of the Parking Facilities at the Premises.

C. Tenant shall operate its facility without disturbance to neighboring property owners as to noise or obnoxious odors. Tenant agrees to abate any such condition to the reasonable satisfaction of Lessor within ten (10) days of its receipt of notice that the condition exists.

D. Tenant shall not do any act that shall affect the structural integrity of the gravel or paved travel way, or the other Lessor installed improvements at the Lease Premises. In the event of any such damage caused by it, Tenant shall, at the option of Lessor, promptly repair same to Lessor's sole satisfaction or reimburse Lessor for all reasonable costs of repair.

E. Tenant shall not install any temporary or permanent structures on the Premises, to included and not be limited to, any office trailer(s), porta johns, etc., without the express approval of the Lessor in its sole discretion.

F. Any and all of the Operator required improvements and installations at the Premises shall become the property of the Lessor upon the expiration of this Lease or any early termination thereof by the Lessor for any default of the Tenant which has not been cured to the reasonable satisfaction of the Lessor within thirty (30) days of notice thereof to the Tenant.

8. Maintenance.

A. Tenant shall, at its own expense, maintain any of the Lessor installed improvements and/or equipment on or attached to the Premises in a safe condition, and in good repair in a manner reasonably suitable to Lessor.

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

C. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

D. In the event the Lessor undertakes construction or other alterations on the Premises, Tenant shall, upon reasonable notification by Lessor, take reasonable measures at Tenant's cost to cover Tenant's equipment, personal property or leasehold improvements and protect such from any paint and debris fallout which may occur during the painting, construction or alteration process.

9. Premises Access.

A. Tenant, at all times during this Lease, shall have vehicle ingress and egress to the Premises solely by means of the existing paved travel way over the Owned Premises from the gated entrance to the same off of the Industrial Highway.

B. Tenant shall have reasonable access to the Premises over the driveway described above in order to install, operate, and maintain the Parking Facilities. Other than during normal business hours (8AM to 4PM, weekdays and 9AM to 3PM, weekends), Tenant shall have access to such facilities only with the prior approval of Lessor, which may be waived in the event of emergency. In the event of an emergency, the Tenant shall notify the Borough Police Department.

C. Lessor shall be allowed and granted access to the Leased Premises at reasonable times to examine and inspect the Leased Premises for safety reasons or to ensure that the Tenant's covenants are being met.

10. Utilities.

To the extent applicable, Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay all costs associated therewith.

11. Compliance with Statutes, Regulations and Approvals.

Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning and other approvals that may be required by any federal, state or local authority.

12. Lease Subject To.

This Lease is expressly subject to:

A. Any and all covenants, easements and restrictions of record, if any, the Building Ordinances of the Borough of Carteret, to the extent applicable, and such facts as an accurate survey and title search may disclose.

B. The existing utilities, utility lines and cable facilities which traverse the property, if any.

13. Indemnity and Insurance.

a. Disclaimer of Liability: Lessor shall not at any time be liable for injury or damage occurring to any person or property, of any kind or nature whatsoever, arising out of Tenant's construction, maintenance, repair, use, occupancy, operation, construction, maintenance or dismantling of Tenant's equipment, improvements, personal property and/or facilities of any kind Antennae Facilities.

b. Indemnification: Tenant shall, at its sole cost and expense, indemnify and hold harmless Lessor and all associated, affiliated, allied and subsidiary entities of Lessor, now existing or hereinafter created, and their respective officials, officers, boards, commissions, employees, agents and contractors (hereinafter referred to as "Indemnitees"), from and against:

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission, of any kind or nature whatsoever, of Tenant, its personnel, employees, agents, parking tenants, contractors or subcontractors, claimed to have resulted in any personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the occupancy, use, construction, installation, operation, maintenance, use or condition of the Premises or Tenant's improvements, personal property and/or facilities or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation, including but not limited to, any such environmental laws or regulations. By way of clarification and not limitation, the foregoing indemnity shall extend to any and all such claims asserted against the Indemnitees by any of the Tenant's parking tenants.

ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which may be imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises, and, upon the written request of

Lessor, Tenant shall cause such claim or lien covering Lessor's property to be discharged within thirty (30) days following such request.

iii. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing by Tenant or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of New Jersey or United States, whether by Tenant or otherwise.

iv. Tenant's obligation to indemnify Indemnitees under this Lease shall extend to claims, losses, and other matters covered hereunder that may be caused or contributed to by the negligence of one or more of the Indemnitees.

v. Tenant's obligation to indemnify the Indemnitees shall survive the termination of this Lease.

c. Assumption of Risk: Tenant undertakes and assumes for its officers, agents, affiliates, parking tenants, contractors and subcontractors and employees (collectively "Tenant": for the purpose of this section), all risk of known dangerous conditions, if any, on or about the Owned Premises, and Tenant hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's willful misconduct) provided same arise out of the Tenant's installation, operation, maintenance, use and/or occupancy of the Premises or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

d. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenants sole cost and expense, resist and defend the same with legal counsel reasonably acceptable to the Borough and, similarly, should the Tenant be furnished legal counsel by its insurance carrier, said attorney shall be reasonably acceptable to Lessor. In any such matter, Tenant shall not admit liability on behalf of the Indemnitees without the written consent of Lessor and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

e. Notice, Cooperation and Expenses: Lessor shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Lessor from cooperating with Tenant and participating in the defense of any litigation by Lessor's own counsel.

If Tenant requests Lessor to assist it in such defense then Tennant shall pay all expenses incurred by Lessor in response thereto, including defending, itself with regard to any such actions, suits or proceedings. These expenses shall include all reasonable out-of-pocket expenses such as reasonable attorney fees and shall also include the costs of any reasonable services rendered by the Lessor's attorney, and the actual expenses of Lessor's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessor in connection with such suits, actions or proceedings.

f. Insurance: During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with statutory limits as provided by the State of New Jersey.

ii. Commercial general liability insurance with minimum limits of Five Million (\$5,000,000) Dollars as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities.

iii. Automobile liability insurance covering all owned, hired and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million (\$2,000,000) Dollars as the combined single limit for each occurrence for bodily injury and property damage.

iv. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of any of the Tenants improvements or parking facilities. Upon completion of any

installation, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Parking Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

v. All policies other than those for Workers' Compensation shall be written on an occurrence and not on a claims made basis.

vi. The coverage amounts set forth above may not be met by a combination of underlying and umbrella policies, unless in combination the limits exceed those stated.

g. Named Insureds: All policies, except for business interruption and workers' compensation policies, shall name Lessor and all associated, affiliated, allied and subsidiary entities of Lessor, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insured (herein referred to as the "Additional Insureds").

h. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Lessor annually during the term of the Lease: Tenant shall immediately advise Lessor of any claim or litigation that may result in liability to Lessor.

i. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least thirty (30) days prior written notice shall be given to Lessor by the insurer of any intention not to renew such policy or to cancel, replace such notice to be given by registered mail to the parties named in this paragraph of the Lease"

j. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of New Jersey or surplus line carriers on the State of New Jersey Insurance Commissioner's approved list of companies qualified to do business in State of New Jersey. All insurance carriers and surplus line carriers shall be rated A or better by A.M. Best Company.

k. Deductibles: All insurance policies may be written with deductibles, not to exceed \$50,000 unless approved in advance by Lessor. Tenant agrees to indemnify and save harmless

Lessor, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

1. Contractors: Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises carry, in full force and effect, workers' compensation, commercial general public liability and automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this paragraph with appropriate limits of insurance.

17. Hazardous Substance Indemnification:

(a) Tenant represents and warrants that its use of the Premises herein will not generate or result in any hazardous substance, and it will not store or dispose on the Premises any hazardous materials or substance, nor transport, or permit to be transported, to or over the Premises any hazardous substance except as required to carry out the purposes of this lease and as allowed under industry standards, consistent with applicable laws.. Tenant further agrees to hold Lessor harmless from and indemnify Lessor against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release, including all attorneys' fees, costs and penalties incurred as a result thereof, except any release caused by the willful misconduct of Lessor, by Tenant's employees, agents, parking tenants, including without limitation as a result of the Tenant's violation of any portion of The Industrial Site Recovery Act ("ISRA"), the Spill Compensation and Control Act ("Spill Act") or any other environmental pollution caused by the Tenant and/or its parking tenants, in their use of the Leased Premises. The Tenant covenants and agrees to notify the Lessor immediately of any claim or notice served upon it with respect to any such claim the Tenant is in violation of ISRA or the Spill Act or is causing other environmental pollution and at its sole cost and expense to immediately take any and all actions required by law. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

(b) Upon the Tenant's removal from the premises it agrees, at all times after said removal, to comply with and to indemnify, defend and save Lessor harmless in respect to any and all claims or causes or actions which may be asserted against Lessor by reason of Tenant's use and occupancy under ISRA, the Spill Act and any other environmental laws. Tenant further agrees to provide to Lessor, at least one month prior to the Tenant's removal from the Premises, to the extent applicable, either a Letter of Non-Applicability from the New Jersey Department of Environmental Protection ("DEP") or a Negative Declaration and No Further Action Letter stating that there has been no discharge of hazardous substances or wastes (as defined by ISRA and the DEP) in or around the Premises or at any other site to which discharged hazardous substances or hazardous wastes originating in or around the Premises have migrated and that any such discharged hazardous substances or hazardous wastes present at the Premises or that have migrated from the Premises have been remediated in accordance with applicable remediation regulations.

(c) The obligations of the Tenant this Article shall survive the expiration or termination of this Lease.

14. Negligence Waiver.

The parties hereby waive any and all right of action for negligence against the other which may hereafter arise on account of damage to the premises or to the property resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them.

15. Acceptance of Premises.

By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Lessor makes no representation or warranty other than those expressly set forth herein with respect to the condition of the Premises and Lessor shall not be liable for any latent or patent defect in the Premises.

16. Subrogation.

Each insurance policy carried by or on behalf of Lessor insuring against loss by fire and causes covered by standard extended coverage, and each insurance policy carried by Tenant insuring Tenant's fixtures, equipment and contents in and about its devised premises against loss by fire and causes covered by standard extended coverage, shall be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against

Lessor or Tenant in connection with any loss or damage covered by such policies. Neither Lessor nor Tenant shall be liable for any loss or damage caused by fire, water or any of the risks enumerated in standard extended coverage insurance.

17. Estoppel Cerificate.

Tenant shall, at any time and from time to time upon not less than ten (10) days prior request by Lessor, deliver to Lessor a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates on which rent and other charges have been paid; (c) so far as the person making the certificate knows, Lessor is not in default under any provisions of the Lease; and (d) such other matters as Lessor may reasonably request, provided such matters are an accurate reflection of the agreement herein.

18. Removal on Termination.

A. The Tenant shall remove all equipment, personal property, improvements, parking facilities, etc., of any kind or nature whatsoever, from the Premises upon termination of the Lease, except the Operator required improvements which shall remain the sole property of Lessor, and restore the Leased Premises to its original condition, reasonable wear and tear excepted. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Lessor or any of Lessor's assignees or lessees. If, however, Tenant requests permission not to remove all or a portion of the improvements and Lessor consents to such non-removal, title to the affected improvements shall thereupon transfer to Lessor and the same thereafter shall be the sole and entire property of Lessor, and Tenant shall be relieved of its duty to otherwise remove same.

B. All costs expenses for the removal and restoration to be performed by Tenant pursuant to subpart (A) above shall be borne by Tenant, and Tenant shall hold Lessor harmless from any portion thereof.

19. Sale of Owned Premises/Subordination.

Should Lessor, at any time during the term of this Lease Agreement, decide to sell the leased premises or make alterations thereto which may adversely affect Tenant's operation of its Parking Facilities, Lessor shall immediately notify Tenant in writing. Any sale or alteration, however, shall be subject and subordinate to the terms of this Lease Agreement and Tenant's rights

hereunder, and Lessor shall do nothing which would interfere with the use of the premises, including the Antennae Facilities.

At Lessor's option, this Lease Agreement shall be subordinated to any future mortgage made by Lessor which from time to time may encumber all or part of Lessor's property of which the leased premises are a part; provided, however, every such mortgage shall recognize the validity of this Lease Agreement in the event of a foreclosure of Lessor's interest and also Tenant's right to remain in occupancy of and have access to the leased premises as long as Tenant is not in default under this Lease Agreement. Tenant shall execute whatever instrument may be reasonably required to evidence this subordination provision. In the event the lease premises are presently encumbered or will in the future be encumbered by a mortgage, Lessor will obtain and furnish to Tenant an acceptable non-disturbance instrument for each such mortgage in recordable form.

20. Quite Enjoyment.

Lessor covenants that Tenant, on paying the rent and performing the covenants, shall peaceably and quietly have, hold and enjoy the leased premises.

21. Title.

Except as otherwise provided for above, Lessor warrants and covenants that Lessor is seized of good and sufficient title and interest to the subject premises and has full authority to enter into and execute this Lease Agreement. Any breach of these warranties and covenants which preclude Tenant's use of premises for its intended purpose shall entitle Tenant to terminate this Lease Agreement.

22. Default and Lessor's Remedies.

It shall be a default if Tenant defaults in the payment or provision of Rent or any other sums to Lessor when due, and does not cure such default within ten (10) days; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Lessor specifying the default complained of or if Tenant abandons or vacates the Premise; or if Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent or Lessor reasonably believes itself to be insecure.

In the event of a default, Lessor shall have the right, at its option, in addition to and not exclusive of any other remedy Lessor may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either (a) declare this Lease

at an end, in which event Tenant shall immediately remove any and all equipment, personal property, improvements except the Operator required improvements, parking facilities, etc., of any kind or nature whatsoever (proceed as set forth in paragraph 18) and pay Lessor a sum of money equal to the total of (i) the amount of the unpaid rent accrued through the date of termination; (ii) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate Lessor for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or (b) without terminating this Lease, relet the Premises, or any part thereof; for the account of Tenant upon such terms and conditions as Lessor may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to Lessor hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Lessor any deficiency monthly, notwithstanding that Lessor may have received rental in excess of the rental stipulated in this Lease in previous or subsequent or months, and Lessor may bring an action therefore as such monthly deficiency shall arise.

No re-entry and taking of possession of the Premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease, regardless of the extent of renovations and alterations of Lessor, unless a written notice of such intention is given to Tenant by Lessor. Notwithstanding any relating without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach.

If suit shall be brought by Lessor for, recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Lessor all expenses incurred therefore, including reasonable attorney fees.

23. Cure by Lessor.

In the event of any default of this Lease by Tenant, the Lessor may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Lessor is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting,

prosecuting or defending any action to enforce the Lessors rights under this Agreement, the sums so paid by Lessor, with all interest, costs and damages shall be deemed Additional Rental and shall be due from the Tenant to Lessor on the first day of the month following the incurring of the respective expenses.

24. Optional Termination.

This Lease may be terminated (a) by Lessor if it determines in its reasonable discretion that continued use of the Premises by Tenant is in fact a threat to the public health, safety or welfare or violates applicable laws or ordinances.

Upon termination of this Lease, for any reason, Tenant shall remove its equipment, personal property, Antennae Facilities, and all leasehold improvements except the Operator required improvements from the Premises within thirty (30) days of the date of termination, and shall repair any damage to the Premises caused by such equipment, normal wear and tear excepted; all at Tenant's sole cost and expense. Any such property or facilities which are not removed by the end of Lease term shall become the property of Lessor.

25. Condemnation.

In the event the Premises is taken by eminent domain, this Lease shall terminate as of the date of title to the Premises vests in the condemning authority. In event a portion of the Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title or transfer, by giving (30) days' notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Lessor shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Lessor, Tenant shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antennae Facilities, and leasehold improvements.

26. Complete Agreement.

This Lease Agreement contains all the agreements, promises and understandings between Lessor and Tenant, and no oral agreements, promises or understandings shall be binding upon

either Lessor or Tenant in any dispute, controversy or proceeding at law. Any addition, variation or modification of this Lease Agreement shall be void and ineffective unless made in a writing signed by the parties.

27. Governing Law.

This Lease Agreement and the performance thereunder shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey and any legal action regard to any and all provisions of this Lease shall be brought in the Superior Court of New Jersey, Middlesex County Vicinage.

28. Assignment.

The Tenant shall not assign its lease, or any interest in its lease, or sublet the leased premises, or any part of the premises, or any right or privilege appurtenant to it, or allow any person other than the Tenant and Tenant's agents and employees to occupy or use the premises or any part of them, without first obtaining the Lessor's written consent which shall not be unreasonably withheld. The Lessor's consent to one assignment, sublease or occupancy or use by another person shall not obligate to consent to any other assignment. Any unauthorized assignment or sublease shall be void and shall terminate at the Lessor's option. This prohibition against assigning or subletting shall apply to the entire leased premises. Notwithstanding this prohibition, a Tenant shall have the right, without Lessor's consent to assign its lease or sublease the demised premises to any corporation affiliated with Tenant, namely; (1) a parent corporation of Tenant; (2) a wholly-owned subsidiary corporation of Tenant or Tenant's parent corporation; (3) any corporation succeeding to substantially all of the assets as a result of a consolidation or merger; or (4) any corporation to which substantially all of the assets of Tenant have been sold. Such as assignment without the Lessor's consent shall be valid only if (i) the parent corporation of Tenant or the wholly-owned subsidiary or corporation of Tenant or Tenant's parent corporation have a net worth equal to or greater than Tenant's net worth prior to the assignment of the sublease; and (ii) the assigning sublessee or transferee assumes by written agreement of all Tenant's obligations under its lease. Any such assignment or sublease or transfer shall not release the Tenant from any and all of its obligations under this Lease Agreement.

29. Notices.

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

Tenant:

Lessor: Borough of Carteret
61 Cooke Avenue
Carteret, NJ 07008
Attn. Borough Clerk

Copy to:

Copy to: Robert J. Bergen, Esq.
Law Director
Borough of Carteret
61 Cooke Avenue
Carteret, NJ 07008

30. Successors.

This Lease Agreement shall insure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

Attest:

Lessor: Borough of Carteret

by: _____

Dated: _____

Witness:

Tenant:

by: _____

Dated: _____