

RESOLUTION

No.

24-228

Date of Adoption JUN 06 2024

Approved as to Form and Legality

 WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Factual content certified by

 Jerome Wakefield
For SEAN SEMPLE, DIRECTOR OF WATER & SEWER

COUNCILMAN / WOMAN _____ PRESENTS THE FOLLOWING RESOLUTION:

SPONSORED BY: _____

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO
DISH, WIRELESS, LLC., FOR THE LEASE OF SPACE AT LAWRENCE TANK
(DARRAH LANE) FOR CELLULAR ANTENNA SYSTEM ON THE WATER
TOWERS OWNED BY THE CITY OF TRENTON FOR THE DEPARTMENT OF
WATER AND SEWER, TRENTON WATER WORKS FOR A TERM OF TEN (10)
YEARS AT \$44,000.00 FOR THE FIRST YEAR OF THE INITIAL LEASE TERM;
WITH AN OPTION TO EXTEND PAYABLE TO THE CITY OF TRENTON
BID 2023-50B**

WHEREAS, one (1) sealed bid was received on October 10, 2023, in the Division of Purchasing at 11:00am by the Purchasing Agent, for the Lease of Space at Lawrence Tank (Darrah Lane) for Cellular Antenna System on the Water Towers Owned by the City of Trenton, for the City of Trenton, Department of Water and Sewer, Trenton Water Works, the term of the Lease shall be for an initial term of ten (10) years, with an option for the Lessee to renew for two (2) additional consecutive five (5) year terms, under the similar terms and conditions as the original leases. There shall be an annual increase in rent of four percent (4%) for each year of the initial term and each year of any renewal option period (s); years; and

WHEREAS initial annual rent of not less than forty-four thousand dollars (\$44,000.00) for the first year of the initial Lease term; and

WHEREAS, the sole bid of Dish, Wireless LLC., 9601 S, Meridian BLVD, Englewood, CO 80112 is made pursuant to advertisement, be and is hereby accepted, as the lowest, responsible, responsive bidder complying with terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in an amount not to exceed \$44,000.00 shall be payable to the City of Trenton with an annual increase in rent of four percent (4%) for each year of the initial term and each year of any renewal option period.

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with Dish, Wireless LLC., 9601 S, Meridian Blvd, Englewood, CO 80112 in an amount not to exceed \$44,000.00 for the first year for the Lease of Space at Lawrence Tank (Darrah Lane) for Cellular Antenna System on the Water Tower Owned by the City of Trenton; the term of the Lease shall be for an initial term of ten (10) years, with an option for the Lessee to renew for two (2) additional consecutive five (5) year terms, under the similar terms and conditions as the original leases. There shall be an annual increase in rent of four percent (4%) for each year of the initial term and each year of any renewal option period (s); years by the City of Trenton for the City of Trenton Department of Water and Sewer, Trenton Water Works for the said purposes in the manner prescribed by law.

MOTION: <i>Gonzalez</i>								SECOND: <i>Edwards</i>						
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ		✓			FELICIANO		✓		
FIGUEROA					HARRISON		✓							
KETTENBURG				✓										
FRISBY	✓				WILLIAMS				✓					

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on _____

Constance Edwards
President of Council

R. L. G.
City Clerk

A G R E E M E N T
C I T Y O F T R E N T O N , N E W J E R S E Y
B I D 2 0 2 3 - 5 0 B
R E S . N O . 2 4 - 2 2 8
A W A R D E D T O
D I S H , W I R E L E S S , L L C

This Agreement, entered into this 7th Day of June, 2024 between the City of Trenton, a municipal corporation of the State of New Jersey, ('CITY') 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 and **DISH, WIRELESS, LLC, 9601 S, MERIDIAN BLVD, ENGLEWOOD, CO 80112** (Contractor"), witnesseth that:

WHEREAS, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services **IN AN AMOUNT NOT TO EXCEED \$44,000.00 FOR THE FIRST YEAR OF THE INITIAL LEASE TERM WITH AN ANNUAL INCREASE IN RENT OF FOUR PERCENT (4%) FOR EACH YEAR OF THE INITIAL TERM AND EACH YEAR OF ANY RENEWAL OPTION PERIOD WITH AN OPTION TO EXTEND FOR A PERIOD OF TEN (10) YEARS FROM DATE OF AWARD.**

FIRST. A. Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**R E S O L U T I O N A C C E P T I N G A B I D A N D A W A R D I N G A C O N T R A C T T O D I S H , W I R E L E S S , L L C ,
F O R T H E L E A S E O F S P A C E A T L A W R E N C E T A N K (D A R R A H L A N E) F O R C E L L U L A R A N T E N N A
S Y S T E M O N T H E W A T E R T O W E R S O W N E D B Y T H E C I T Y O F T R E N T O N F O R T H E D E P A R T M E N T
O F W A T E R A N D S E W E R , T R E N T O N W A T E R W O R K S F O R A T E R M O F T E N (1 0) Y E A R S A T
\$ 4 4 , 0 0 0 . 0 0 F O R T H E F I R S T Y E A R O F T H E I N I T I A L L E A S E T E R M ; W I T H A N O P T I O N T O E X T E N D
P A Y A B L E T O T H E C I T Y O F T R E N T O N B I D 2 0 2 3 - 5 0 B**

B. The contract shall submit with contracts with the following:

U P D A T E D C E R T I F I C A T E O F I N S U R A N C E W I T H S I G N E D C O N T R A C T S

Such performance by Contractor will be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

SECOND. The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered, and accepted in full conformity to the aforementioned specifications and offer or proposal.

THIRD. The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

FOURTH. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to

his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement and given the same time allowance for such replacement as is given Contractor.

FIFTH. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this convenient shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (NJSA 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

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

a. 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, or sex. 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, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, 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 contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union

or representative of workers with which he 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 CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. THE CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program

shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3) (a) (1)

g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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 or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. 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. (N.J.A.C. 17:27-5.3) (a) (3)

i. 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, or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

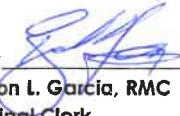
o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 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 thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

CITY OF TRENTON

Attest: 
Brandon L. Garcia, RMC
Municipal Clerk

1/27/25

Date

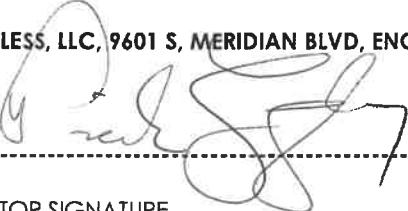

W. Reed Gusciora, Esq. Mayor

1/22/25

Date

and

DISH, WIRELESS, LLC, 9601 S, MERIDIAN BLVD, ENGLEWOOD, CO 80112



8/17/24

DATE

CONTRACTOR SIGNATURE

Attest:



Secretary

President

8/17/24

Date

BID PROPOSAL FORM

BIDDER MUST COMPLETE

THE UNDERSIGNED PROPOSER DECLARES THAT HE/SHE HAS READ THE PUBLIC NOTICE TO BIDDERS AND THE ENTIRE OFFICIAL BID PACKAGE, INCLUDING ALL ATTACHMENTS, THAT HE/SHE HAS DETERMINED THAT HE/SHE MEETS THE CONDITIONS AFFECTING THE BID, AND AGREES, IF THIS PROPOSAL IS ACCEPTED, TO EXECUTE A LEASE FOR SPACE FOR CELLULAR ANTENNA SYSTEM ON THE WATER TOWERS NOT UNLIKE THAT SET FORTH IN EXHIBIT A AND WITH THE FOLLOWING YEARLY RENTAL FOR THE FIRST YEAR:

TOTAL LEASE PRICE FOR ALL FOUR: \$ _____

Or,

TOTAL LEASE PRICE PER EACH LOCATION

Lawrence Tank (Darrah Lane)	\$ <u>44,000.00</u>
Mercerville Tank (Clifford Ave.)	\$ <u>N/A</u>
Hopewell Tank (Pennington/Lawrenceville Rd.)	\$ <u>N/A</u>
Whitehorse Tank (Hempstead Rd.)	\$ <u>N/A</u>
(herein, "Leased Premises")	

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

Michael McGovern, Regional Vice President, Northeast Region

'The undersigned is a Corporation, Partnership or Individual under the laws of the State of Colorado having its principal office at 9601 S. Meridian Blvd., Englewood, CO 80112

COMPANY DISH Wireless L.L.C.
ADDRESS 9601 S. Meridian Blvd., Englewood, CO 80112
ADDRESS _____
FED. ID # 35-2576388
NAME c/o HaDisha Gordon
TELEPHONE 973-436-4846
FAX N/A
EMAIL hadisha.gordon@dish.com
DATE 10/27/23

BID2023-508 RE-ADVERTISEMENT - LEASE OF SPACE FOR CELLULAR ANTENNA SYSTEM ON THE WATER TOWERS OWNED BY THE CITY OF TRENTON BID OPENING IS SCHEDULED FOR 10/05/23, AT 11:00AM

*Please note that DISH Wireless L.L.C. is a limited liability company, and for the purposes of the bid documents, references to "Corporation" shall mean, as applicable by the context, "DISH Wireless L.L.C." or "limited liability company."

**SPECIFICATIONS
FOR
THE LEASE OF SPACE FOR CELLULAR ANTENNA SYSTEM ON THE WATER TOWERS
OWNED BY THE CITY OF TRENTON**

INTENT:

The City of Trenton (also referred to herein "Owner") is soliciting sealed bids for the Lease of Space for Cellular Antenna System on the Water Towers Pursuant to N.J. Stat 40A:12-14 (**Leasing of County or Municipal Real Property, Capital Improvements or Personal Property**). Bidder can submit a bid proposal for either one of the locations or both locations. The award shall be made to one or multiple bidders.

PROJECT: Lease of Space for Cellular Antenna System on the Water Towers:

1. Lawrence Tank (Darrah Lane)
2. Whitehorse Tank (116 Hempstead Rd.)
3. COT Firehouse (244 Perry Street)

OWNER: City of Trenton
City Hall, 319 East State Street
Trenton, New Jersey 08608
Attention: Ms. Isabel Garcia, Q.P.A.

1. Said Lease rights shall include the right to install and maintain a space on the existing water towers at the above location for placement of communications antennas and ancillary ground equipment as further described in, and subject to the terms and conditions of a Sample Lease attached hereto as **Exhibit A**.
2. Bidder (also referred to herein as "**Contractor**" or "**Lessee**") acknowledges that there are pre-existing tenants on the premises with which installation of Lessee's equipment shall not interfere, and that Owner has invited bid(s) which will allow, presently or in the future, for co-location on the Leased Premises. Owner may elect to provide for the simultaneous leasing of the Leased Premises to other Lessee(s), under a lease either identical or substantially similar in form to Exhibit A except, perhaps, as to the accepted rent bid for each Lessee ("Other Leases(s)").

3. The term of the Lease shall be for an initial term of ten (10) years, with an option for the Lessee to renew for two (2) additional consecutive five (5) year terms, under the similar terms and conditions as the original leases. There shall be an annual increase in rent of four percent (4%) for each year of the initial term and each year of any renewal option period(s).

4. Bid proposals shall be submitted for an initial annual rent of not less than forty-four thousand dollars (\$44,000.00) for the first year of the initial Lease term.

5. 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 proposals, and/or to waive any informality which is not detrimental to the best interest of the City of Trenton, all in the sole discretion of the City of Trenton.

6. The Owner reserves the right to reject all proposals where the highest bid is not accepted. The City reserves the right to reject any or all proposals, in whole or in part, or to make awards to such bidder who, in the judgment of the Owner, makes the most advantageous proposal, and to waive such informalities as may be permitted by law.

7. Each Bidder must deposit a bid security of (10%) ten percent of the total bid for one year of lease payments in the form of a certified check, cashier's check, or bid bond, but not to exceed \$30,000.00, payable to the City of Trenton. The amount of the bond should be 10% of the annual rent.

QUESTIONS

Questions must be submitted in writing, via email, to the Qualified Purchasing Agent, Isabel Garcia at igarcia@trentonnj.org. Deadline date for questions is **SEPTEMBER 25, 2023**. The city is not obligated to answer questions past the deadline date.