

## **Monument Display**

The Township requires the construction, operation, and maintenance of a Monument Display (defined below) within its municipal boundaries to be located on a portion of Greenwich Township as shown on Exhibit A. The minimum threshold criteria that will be utilized for the evaluation of the responses shall be as follows:

- 1) The Applicant, including its predecessor companies and related entities, shall have a minimum of ten (10) years of experience designing, building, maintaining, and operating Monument Displays as defined below and shall provide evidence of the same in its application.
- 2) The Applicant, including its predecessor companies and related entities, shall have designed, built, maintained, and operated a minimum of five (5) fully operational Monument Displays, and shall provide evidence of the same in its application.
- 3) The Applicant shall have professional liability Insurance for each aspect of the work performed and shall provide evidence of the same in its application. In addition, the applicant shall have and provide evidence of the following insurance:
  - a. Combined single limit for bodily injury and property damage of no less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.
  - b. Worker's Compensation Insurance and Employer's Liability Insurance: With limits of liability not less than those required by law.

As used herein, a "Monument Display" is an architecturally distinctive, free standing sign structure that incorporates architectural and functional elements, which may include Renewable Energy Devices, Water features, Architectural Lighting, and Landscaping installations, that identifies the Township in which it is located, and incorporates Visual Communication Technology (VCT) designed and engineered in a non-rectangular and non-square format that may communicate non-profit, municipal, on-premise, and off-premise messaging.

Renewable Energy Devices include solar panels, solar trees, and micro wing turbines. Water features include reflection pools, ponds, walls of water, and synchronized fountains. Landscaping installations include carpeted landscaping, tree transplanting, rain gardens, and living walls. VCT consists of light-emitting diodes (LED) or other internal light sources, to communicate municipal, civic or emergency messaging, on-premises advertising, and/or commercial off-premises advertising. Applicants should have the demonstrated ability to maintain all aspects of the Monument Display design submitted pursuant to this RFP.

## **Monument Display Proposal**

Applicants are asked to submit. In addition to evidence that they meet the minimum criteria set forth above, an original Monument Display design tailored to Greenwich Township. The Monument shall identify Greenwich Township by name and include the township seal or another artistic element that complements the township name. The design shall be architecturally distinctive and, along with the choice in building materials, reinforce a sense of place that is Greenwich Township.

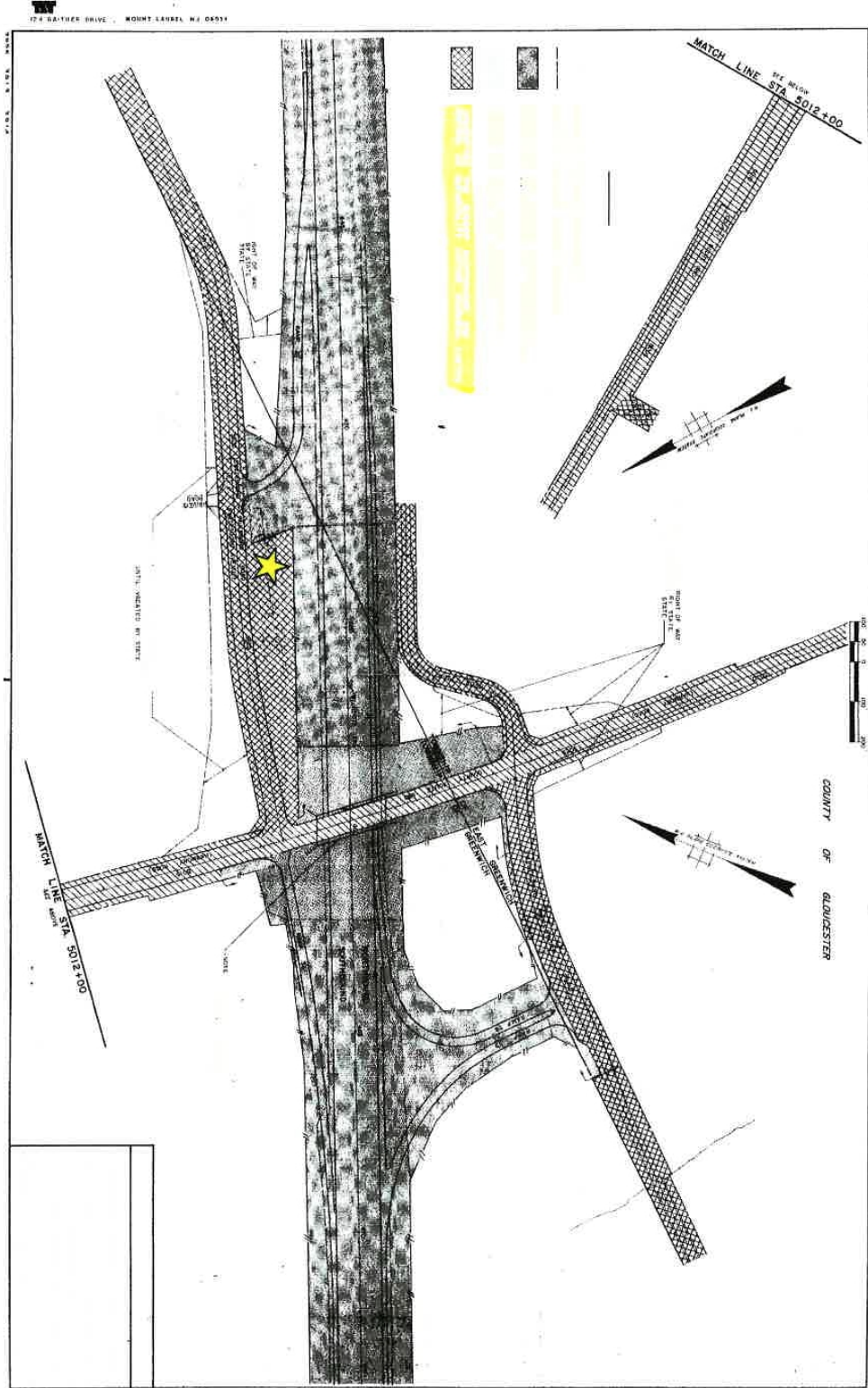
Applicants shall expect to incur one hundred percent of the design, engineering, construction, and operational costs and expenses of the proposed Monument Display.

## Term Sheets

In addition to providing the information above, above applicants shall fill out all sections of the Term Sheet, attached hereto as **Exhibit B**.

**EXHIBIT A:**

Map of Portion of Greenwich Township



**Exhibit B:**

(Term Sheet)

**TERM SHEET**

\_\_\_\_\_, (“Applicant”), proposes to enter into an agreement with Greenwich Township, New Jersey, to enter into a lease and construct a monument display sign at certain real property located on a portion of land along Interstate Highway 295, within Greenwich Township, Gloucester County, New Jersey 08027, specifically located at coordinates Latitude 39.816322; and Longitude 75.255611. (“the Property”), as shown on EXHIBIT A attached hereto on the following terms.

1. **Parties**, “Owner” is the Township of Greenwich, New Jersey. Applicant is \_\_\_\_\_,

(address)\_\_\_\_\_ with \_\_\_\_\_ years of experience building, and operating Monument Displays including at the following locations:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_
- e. \_\_\_\_\_

2. **Design**. The design of the monument display shall generally consist of (proposed rendering may be attached in lieu of description): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Consideration**. In exchange for the opportunity to lease the Property and build and operate the monument display, Applicant will pay Owner the following consideration:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **Term.** The term of Applicant's lease shall be for thirty years, which may be renewed twice at Applicant's option for identical thirty (30) year terms, at then-prevailing, fair market rates. Rental payment shall commence not later than the fifteenth day of the first month following completion of the construction of the monument display.
5. **Leased Premises.** The leased premises shall include sufficient area on the Property to access, stage, build, operate, and repair a monument display, and to maintain an eight-second read for the monument display from either direction of the adjacent highway. (Applicant may but is not required, to attach a diagram of the proposed leased premises.)
6. **Costs.** Applicant shall be responsible for all costs of design, application, construction, permitting, landscaping, operation, maintenance, repair, and otherwise related to monument display, or injuries to person or property arising from the monument display or its construction.
7. **Permitting & Approvals.** Owner and Applicant shall jointly make commercially reasonable efforts to obtain any and all necessary approvals and permits in connection with the construction and maintenance of the monument display. In The event all necessary approvals are not obtained within eighteen (18) months of the effective date of any final written and signed agreement between the parties, Applicant may at its sole option terminate such agreement, and its obligations under such agreement, as well as its proposals under this Term Sheet, shall be deemed satisfied, unenforceable, and otherwise void.
8. **Environmental.** Applicant shall comply with all environmental regulations, statues, ordinances, and laws, and obtain all environmental permits necessary to perform the work set forth above. Applicant shall indemnify Owner for any and all environmental liabilities
9. **Assignment.** Applicant may, at its sole option, assign its right to operate the monument display, which assignment shall be subject to the same terms set forth in a final agreement between the parties. Applicant may not assign its right to build the Display (although it may subcontract with others for the construction). Owner may, at its sole option, sell the Property subject to the terms of the lease and operating agreement contemplated by this Term Sheet following the completion of construction of the monument display.
10. **Advertising Restrictions.** Applicant shall not advertise products or services on the monument display that are (a) Illegal; (b) obscene so as to be outside the protection of the First Amendment.

11. **Enforceability.** This term Sheet is submitted by the Applicant in a competitive bid for access to and use of publicly owned property. Applicant understands and agrees that this Term Sheet will be evaluated in competition with term sheets from other prospective builders, and that, if selected and agreed to by Owner, the terms set forth herein shall be incorporated into a final lease, and operations & maintenance agreement. An inability to perform accordingly to the terms of this Term Sheet shall constitute a default, and Owner may pursue any and all remedies relating thereto, including awarding the right to lease and build to another person or entity.

Proposed:

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Applicant)

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

Accepted:

By: \_\_\_\_\_

Greenwich Township, New Jersey

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