Lakewood Board of Education
200 Ramsey Ave
Lakewood, New Jersey

ADDENDUM 03 FOR CC 03-1920
CHAPTER 192/193 AND TITLE NONPUBLIC INSTRUCTION

The following changes have been made to the Competitive Contract Specifications:

1. The requirement for a Performance Bond has been removed from the specifications.
2. The following language has been added to the Technical Specifications for Line Items 001, 002 and 003.
    a) The Provider shall fully indemnify the Board for any and all costs and/or charges incurred with regard to the services provided herein should same be due to the wrongdoing, misconduct, want of care, skill and/or difficulty by the Provider herein, its agents, employees, or assigns.
    b) Moreover, the Provider will immediately indemnify the District should any adverse Audit and/or other findings that would impact on State and/or Federal aid and/or any monies of the District. Moreover, the Provider will either post a bond with the Board's business Office for 50% (fifty percent) of the amount of this Contract or provide documentation to the complete satisfaction of the Board's Business Office that their Errors and Omissions Policy will fully indemnify the school district. This shall be provided prior to the commencement of the services herein. Should same not be provided by September 1, 2019 the Board has the absolute right to cancel this Agreement with no further obligations to the Provider.
    c) The Provider will fully indemnify the Board and pay for any and all legal and expert fees shall the need arise with regard to any and all audits and/or legal action (filed or threatened) of the program herein. This payment will be made within 30 days of request.
    d) The Board has the right to utilize an independent third-party agency/company to conduct on-going monitoring with regard to contract compliance and the effectiveness of the program described herein. The provider will fully cooperate with said monitoring and

provide any and all documentation/data requested and shall be responsible for a proportionate cost of same with any and all costs being paid within thirty (30) days of request by the Board. Should the Provider not make payments as requested by the Board this Agreement will be cancelled.

**********The Due Date remains Tuesday May 7, 2019 @ 12:00 noon as indicated in Addendum 02.**********