

**WESTWOOD REGIONAL BOARD OF EDUCATION  
ADDENDUM  
REGULAR MEETING AGENDA  
MAY 10, 2018**

20. **PERSONNEL**

- N. Motion: that upon the recommendation of the Superintendent, approval be given for the resignation of Allison Bowden, LLD teacher, Brookside Elementary School, effective June 30, 2018.

21. **FINANCE / FACILITIES**

- L. Motion: that upon the recommendation of the Superintendent, approval be given to accept a monetary donation in the amount of \$18,104.98 from the Brookside PTO. These monies are to be used to purchase playground equipment.

- M. Motion: that upon the recommendation of the Superintendent, approval be given to the following resolution:

**WHEREAS**, ML, Inc. was awarded the bid for the Westwood Maintenance Building Replacement Project; and

**WHEREAS**, ML, Inc. has submitted the following change order proposal which has been approved by the architect:

Change Order Proposal - CO #001

This Change Order authorizes \$24,582.80 (Amount to be deducted from allowance) to furnish and install a 12” trench drain on the garage side of the maintenance building as per District’s request and ML, Inc. proposal, attached, dated March 28, 2018.

The new allowance amount to be \$25,417.20; the Total Contract value will remain unchanged until the completion of project; Total Contract sum \$3,083,000.00.

**WHEREAS**, FKA Architects has verified that these changes are necessary based upon the need to rectify unforeseen conditions uncovered during construction pursuant to N.J.A.C. 6A:26-4.9.

**NOW THEREFORE BE IT RESOLVED** that the Board approves this change order and the contract amount is revised to reflect this change.

- N. Motion: that upon the recommendation of the Superintendent, approval be given to the following resolution:

**WHEREAS**, ML, Inc. was awarded the bid for the Westwood Maintenance Building Replacement Project; and

**WHEREAS**, ML, Inc. has submitted the following change order proposal which has been approved by the architect:

Change Order Proposal - CO #002

This Change Order authorizes \$7,480.00 (Amount to be deducted from allowance) to furnish and install a steel bollards and footings on the garage side of the maintenance building as per the District’s request and ML Inc. proposal, attached, dated March 26, 2018.

The new allowance amount to be \$17,937.20; the Total Contract value will remain unchanged until the completion of project; Total Contract sum \$3,083,000.00.

**WHEREAS**, FKA Architects has verified that these changes are necessary based upon the need to rectify unforeseen conditions uncovered during construction pursuant to N.J.A.C. 6A:26-4.9.

**NOW THEREFORE BE IT RESOLVED** that the Board approves this change order and the contract amount is revised to reflect this change.

- O. Motion: that upon the recommendation of the Superintendent, approval be given to the Maintenance Building/Field House Demolition Project:

**WHEREAS**, the Westwood Regional Board of Education (“Board”) advertised for bids for the Maintenance Building/Field House Demolition Project at Westwood Regional Middle School (“Project”); and

**WHEREAS**, on May 9, 2018, the Board received bids for the Project; and

**WHEREAS**, the lowest purported bidder, Brink's Tank Service, Inc., submitted a defective bid insofar, as it failed to include a Division of Property Management and Construction ("DPMC") Notice of Classification and Form No. 701, listing the total amount of uncompleted contracts, as well as a Non-Collusion Affidavit, which together are non-waivable, material defects; and

**WHEREAS**, the next lowest bidder was Wild Heart Industries, LLC, with a base bid in the amount of \$68,000; and

**WHEREAS**, the bid submitted by Wild Heart Industries is responsive in all material respects and it is the Board's desire to award the contract for the Project to Wild Heart Industries.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The Board hereby rejects Brink's Tank Service's bid for being materially defective.
2. The Board hereby awards the contract for the Project to Wild Heart Industries for a total contract sum of \$68,000.
3. This award is expressly conditioned upon the contractor furnishing the requisite insurance certificate and labor and materials/performance bond as required in the project specifications, together with an AA201-Project Manning Report, and an executed A-101, Standard Form of Agreement Between Owner and Contractor, and an A-201, General Conditions of the Contract for Construction, as prepared by the Board Attorney, within ten (10) days of the date hereof.

**BE IT FURTHER RESOLVED** that the Board Attorney is hereby directed to draft the agreement with the successful bidder consistent with this Resolution and with the terms contained in the bid documents approved by the Board for the Project. The Board President and the Board Secretary are hereby authorized to execute such agreement and any other documents necessary to effectuate the terms of this Resolution.

- P. Motion: that upon the recommendation of the Superintendent, approval be given for the withdrawal of funds from the Capital Reserve Fund, in accordance with N.J.A.C. 6A:23A 14.1(h)3, in the amount of \$68,000 for the purpose of the Maintenance Building/Field House Demolition Project at the Westwood Regional Middle School.
- Q. Motion: that upon the recommendation of the Superintendent, approval be given to the Fire Suppression Project:

**WHEREAS**, the Westwood Regional Board of Education ("Board") advertised for bids for the Fire Suppression System Installation Project at Westwood Regional Middle School ("Project"); and

**WHEREAS**, on May 9, 2018, the Board received one bid for the Project; and

**WHEREAS**, the sole bidder, K&D Contractors, LLC, submitted a bid with a base bid of \$729,000, and an Alternate, in the amount of \$36,400; and

**WHEREAS**, the bid submitted by K&D Contractors is responsive in all material respects and it is the Board's desire to award the contract for the Project to K&D Contractors.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The Board hereby awards the contract for the Project to K&D Contractors, without the Alternate, for a total contract sum of \$729,000, which shall be funded through the bond referendum.
2. This award is expressly conditioned upon the contractor furnishing the requisite insurance certificate and labor and materials/performance bond as required in the project specifications, together with an AA201-Project Manning Report, and an executed A-101, Standard Form of Agreement Between Owner and Contractor, and an A-201, General Conditions of the Contract for Construction, as prepared by the Board Attorney, within ten (10) days of the date hereof.

**BE IT FURTHER RESOLVED** that the Board Attorney is hereby directed to draft the agreement with the successful bidder consistent with this Resolution and with the terms contained in the bid documents approved by the Board for the Project. The Board President and the Board Secretary are hereby authorized to execute such agreement and any other documents necessary to effectuate the terms of this Resolution.

- R. Motion: that upon the recommendation of the Superintendent, approval be given to the award of the Maintenance Building/Field House Asbestos Abatement Project at the Westwood Regional Middle School to the GL Group, Inc. in the amount not to exceed \$39,500.

- S. Motion: that upon the recommendation of the Superintendent, approval be given for the withdrawal of funds from the Capital Reserve Fund, in accordance with N.J.A.C. 6A:23A 14.1(h)3, in the amount of \$39,500 for the purpose of Asbestos Abatement of the Maintenance Building/Field House at the Westwood Regional Middle School.
- T. Motion: that upon the recommendation of the Superintendent, approval be given to Westchester Environmental for the purpose of Asbestos Abatement Monitoring for the Maintenance Building/Field House at the Westwood Regional Middle School in the amount not to exceed \$12,979.
- U. Motion: that upon the recommendation of the Superintendent, approval be given to the following resolution:

**WHEREAS**, the Westwood Regional School District (hereinafter referred to as the “Issuer”) has heretofore agreed through the execution of Continuing Disclosure Agreements (“CDAs”) in connection with one or more bond issuances to provide certain financial and other information and notices, within specified timeframes, in a manner prescribed by the regulators of the underwriter that purchased said bond issues; and

**WHEREAS**, but for the execution of the CDAs, the underwriter of such bonds would be prohibited from purchasing the bonds of the Issuer; and

**WHEREAS**, in order to ascertain its compliance with various CDAs executed in conjunction with the issuance of bonds, the Issuer must identify the requirements stipulated in those various CDAs and compare those requirements with its filings and correct any deficiencies; and

**WHEREAS**, rules and regulations promulgated by the Securities & Exchange Commission (“SEC”) restrict the provision of advice concerning the issuance of municipal debt to those that are appropriately registered with the SEC; and

**WHEREAS**, it is beneficial to retain the assistance of appropriately registered experts in the field of municipal bond finance, with knowledge and experience in these matters, to assist in assuring compliance with CDAs; and to stand ready to provide advice as needed with the issuance of municipal debt as Independent Registered Municipal Advisor; and

**WHEREAS**, Phoenix Advisors provides such Continuing Disclosure services and is an independent registered municipal advisor under the SEC regulations and has heretofore been appointed by the Issuer to provide the same until the expiration of this Agreement, as defined in Section 3 herein; and

**WHEREAS**, the parties desire to set forth herein the terms and conditions under which Phoenix Advisors will provide such services to the Issuer.

**NOW THEREFORE BE IT RESOLVED** that the parties hereto, in consideration of mutual covenants herein contained and other good and valuable consideration, each intending to be legally bound, hereby agree as follows:

Section 1. Phoenix Advisors, exercising its duty of care, will perform, inter alia, the tasks described in the Scope of Services summarized in Exhibit I and, if further requested, in Exhibit II attached hereto.

Section 2. The Issuer will compensate Phoenix Advisors for services provided in accordance with this agreement, as more particularly set forth below:

**Continuing Disclosure Agent Service**

\$850 - All-inclusive fee

**Independent Registered Municipal Advisor**

There is **no separate fee** charged by Phoenix Advisors for being designated as your Independent Registered Municipal Advisor (IRMA). As your IRMA, we will be available to answer general questions concerning outstanding debt issues, market conditions, preliminarily review financing proposals, or prepare preliminary project analyses.

A separate addendum to this Agreement will be provided for your acknowledgement, if you choose to have Phoenix Advisors involved in a debt issuance or to undertake an in-depth evaluation of a proposal or project, perform a consultant service, or assist with rating agency surveillance. Our goal is to be available to you and to add value when you need our expertise.

Section 3. This Agreement, as to the Continuing Disclosure Agent services and Municipal Advisor services, is subject to annual renewal.

Section 4. This Agreement may be terminated by the Issuer or Phoenix Advisors, upon giving thirty (30) days prior written notice.

Section 5. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.