

**Board of Education
Newtown, Connecticut**

Minutes of the Board of Education meeting on Thursday, January 31, 2013 at 7:30 p.m. in the board room at 3 Primrose Street.

D. Leidlein, Chair	L. Gejda
L. Roche, Vice Chair	R. Bienkowski
C. McCubbin, Secretary	10 Staff
R. Gaines	20 Public
W. Hart	5 Press
K. Alexander	
J. Vouros	

Mrs. Leidlein called the meeting to order at 7:40 p.m. She offered their condolences to Dr. Robinson on the loss of her father.

Item 1 – Items for Approval

MOTION: Mr. Gaines moved to approve the diesel generator for Head O'Meadow School. Mr. Hart seconded.

Mr. Bienkowski said we preferred to purchase the diesel generator for \$31,350. The total replace cost will be \$56,400 which will be charged to the emergency repair account.

Mrs. Leidlein questioned if we had to go out to bid to which Mr. Bienkowski said the policy allows the Board to approved emergency purchases.

Vote: 6 ayes

Position for Sandy Hook School:

MOTION: Mr. Gaines moved to establish a matron position for 35 hours per week for Sandy Hook School through June 30, 2013. Mr. Hart seconded.

Mrs. Leidlein explained that the person in this position at Chalk Hill School lost their job when we moved there. Because there is an additional 30,000 square feet in the school we have a need for this person who is familiar with the building.

Mr. Bienkowski said this position is 35 hours per week and with 22 weeks left the cost will be \$9,240. We have a balance in the custodial account so it won't have any negative impact and will also be eligible for the reimbursement from the insurance company because it is a larger building.

Vote: 6 ayes

The *Futures* contract will be addressed at a later meeting.

SROs for the Elementary Schools:

Mr. Gaines moved that the Board of Education request SROs to be provided by the police department for the elementary schools for 2013-2014. Mr. Alexander seconded.

Mr. Gaines spoke about the meeting with National Association of School Resource Officers. We currently have one in Reed, the middle school and the high school. This request is to add uniformed officers to the elementary schools providing police presence at all schools.

Mrs. Leidlein mentioned there would be a meeting the next day with state and federal legislators to explore resources to fund additional safety measures such as security guards or SROs.

Mr. Hart asked for the full recommendations of the security committee and if one officer in each school was enough.

Mr. Gaines said in discussions with Chief Kehoe and Captain Rios we determined to have unarmed security guards for our schools. The SROs would be non-Board of Education funded police officers. We don't have them in the elementary schools. We're comfortable with handling the need with a single uniformed officer and a security guard in each school.

Vote: 6 ayes

Mrs. Leidlein said members of the National Center for Child Traumatic Stress Network from UCLA have been here to address the needs in the community.

Item 2 – Public Participation

Laura Terry, HOM PTA president and Cynthia Iaropoli, co-president, made the following statements.

The Head O'Meadow PTA will advocate for increasing the town and Board of Education budgets to provide improved security measures at all schools.

The Head O'Meadow PTA will advocate for increasing the town and Board of Education budgets to provide improved security measures including but not limited to two School Resource Officers at Head O'Meadow School.

Mrs. Iaropoli said there is a lot of support for what the Board has done.

Mr. Gaines said school resource officers come out of the town budget. There is no time frame for security committee report as they are waiting for proposals to come back before any decisions are made.

John Bello, Glenmore Drive, thanked everyone for their work regarding security and asked for the proposed coverage.

Mr. Gaines explained that the SROs are police who are armed. We currently have 2 uniformed officers at each school. We will replace one with a security guard previously trained in law enforcement but not armed.

Mr. Bello asked why the second person would not be armed also.

Mr. Gaines said it had been recommended that we don't need 2 armed officers at each school and we don't want anyone besides police to have arms on campus.

Mr. Bello recommended that both be armed.

Mr. Gaines trusts the recommendation of the professionals that 1 armed office will be a sufficient deterrent at this time as the police are not in specific locations in the schools.

Mr. Hart said someone who is armed needs retraining and needs to meet other criteria to be able to carry a weapon. In that case we would have to have multiple SROs.

Mrs. Leidlein stated we are carefully studying the best practices for our schools based on what other schools have done. There is also input from the state and federal level.

Neil Johnson, Abbotts Hill, is his wife's residence. He is currently with the Virginia State Police. Typically SROs give a false sense of security. They won't always be at the front. His concern is access into the schools. An SRO would have challenged the gunman at Sandy Hook School but he wouldn't have the same firepower. He wants to see better restricted access to the schools and a hard measure put in place. Unarmed security guards cannot challenge anyone with a weapon.

Mr. Gaines believes the SROs are more capable and there are other measures underway for controlling access to the schools.

Donna Lorenz, 6 Wedgewood Court, has a daughter in Head O'Meadow. We should go over and above to protect our children. She is not comfortable with one SRO and feels we should have 2. She urged the Board to recommend to the Board of Selectman to have 2 in the elementary schools.

Kathryn Singer, 10 Alberts Hill Road, asked the Board to look at the process and procedures from coming on school grounds. There is a lot of anxiety for the parents because there is not a lot of information coming out. We need piece of mind.

Michelle Hankin, Greenleaf Farms Road, asked the Board to look at the correct personnel for each building and put money into the best practices. Regarding the budget we need the Board to be our advocates to put forward what we need. Please consider putting forward what the children need and consider not cutting the budget.

Kinga Walsh, 21 Horseshoe Ridge, said that being taught by police officers has helped her children get to know them. She heard a rumor that security guards at the high school are carrying tasers to which Mrs. Leidlein said that would not be answered in a public forum. She asked about the grant which Mrs. Leidlein said there were multiple grants to explore which is why we were bringing in legislators.

Mrs. Walsh asked if there was a threshold for the budget which would be helpful for the public to know.

Amy Roman, Taunton Hill Road, appreciated the progress so far. We may want to consider what the public needs along with what the experts recommend. Other PTAs are making this issue a priority also. An SRO and a security guard are the absolute minimum for the schools. Parents support the Board of Education in making schools safe.

Item 3 – Budget

Mrs. Leidlein said we were still receiving information and she was not prepared to adopt budget this evening. The Board agreed.

Mr. Gaines stated that regarding the Head O'Meadow security issue, on Monday installation of cell repeaters will be started so the school will not be without cell service.

Pupil Personnel Budget:

Mr. Vouros wants to add counselors for the elementary schools to address the needs of the students who are beginning to show needs that should be addressed and also wants to add 2 positions for the gifted program. It would be good to find counselors with a background in gifted education.

Mrs. Haggard said the UCLA visitors are part of the decision making process for support.

Mrs. Leidlein asked if a school psychologist would be able to understand and identify any sort of possible mental illness.

Mrs. Haggard said a guidance counselor supports the bigger picture for students and are more involved in student success planning and providing emotional support. The school psychologist has a higher level of training regarding educational evaluations and also has mental health training. Counselors would not identify mental health concerns but are an important part of the process for students in kindergarten through high school.

Mrs. Roche called CAFE to see if there were any policies written about alternative ways of funding special education.

The principal was ill so Reed School would be discussed at the next meeting.

Elementary Schools Budget:

The principals from Hawley, Head O'Meadow and Middle Gate spoke about enrollment for next year. Middle Gate requested an increase to 5 sections in grades 3 and 4. Hawley and Head O'Meadow Schools requested 2 additional teachers for full-day kindergarten if enrollment necessitates.

Technology Budget:

Mrs. Leidlein requested the list of technology donations be sent to the Board before Tuesday.

Mr. Alexander asked about computer obsolescence.

Mrs. Amodeo stated it would eliminate all 7-year- old equipment.

Dr. Gejda asked for any questions for Reed School.

Mr. Vouros said that the project adventure position would free up the rotation schedule and asked the intention of that schedule.

Dr. Gejda would get that information.

Transportation Budget:

Mr. Bienkowski said there is a question of extra transportation costs to Chalk Hill School. The balance for this year is 7,500 gallons more for about \$26,000 but this should be covered by insurance. If we stay there next year we will have to increase our fuel budget.

Mrs. Leidlein questioned the number of gallons we budgeted for with All Star.

Mr. Bienkowski stated the total we budgeted for was 122,000 gallons which is 1,200 per vehicle. We ended up using close to 1,700 gallons in the past. The buses are getting back later so we have 2.5 hours extra which they are paying for labor. If that continues there will be additional costs. Between fuel and driver costs it would be an additional \$20,000.

Mrs. Leidlein asked about answers from the insurance company.

Mr. Bienkowski said they gave us an advance of \$100,000 to help us out. We need to detail the purpose of the individual expenses and they will rule upon it. The town is also in this claim process.

Mrs. Roche asked for the number of buses All Star had.

Mr. Bienkowski said 30 plus buses. They had to add on another run to Chalk Hill.

Mr. Hart thought we may have to renegotiate their contract if we will be there next year. He asked if Chalk Hill was included in this budget.

Mr. Bienkowski said Chalk Hill was not in this budget except for fuel. We won't build that into the budget until we get an answer from the insurance company for coverage next year. If there's not enough then we will have to put money in the budget. Also, some Sandy Hook School costs will be minimal. We don't have to renegotiate the All Star contract because we already have the rates.

Mrs. Leidlein referred to other post-employment benefits. We have \$190,000 and the Board of Finance removed \$100,000 last year. She asked if we paid the \$90,000.

Mr. Bienkowski stated we did and our budget has \$190,000 for next year. That number is on a report commissioned by the town and remains that amount for the short term.

The Board was asked to email any questions to Dr. Gejda.
Mr. McCubbin asked for a prioritized list for technology and building and site.

Item 4 – Budget Resolution

This would be discussed after the budget is adopted.

MOTION: Mr. Hart moved to adjourn. Mrs. Roche seconded. Vote: 7 ayes

Item 5 – Adjournment

The meeting adjourned at 9:55 p.m.

Respectfully submitted:

Cody McCubbin
Secretary

HEAD O MEADOW GENERATOR REPLACEMENT PROJECT

1/31/2013

Item	Vendor	PROVIDED SERVICE		
Generator Set	KINSLEY POWER	Generator and ATS (Automatic Transfer Switch)	\$	31,350.00
Electrical	COUNTY ELECTRIC	Main Switch gear, all wiring Consevative costing/should be less than quote	\$	9,500.00
Mechanical	GLOBAL MECHANICAL	Rigging, install and removal, disposal of old unit, piping and Consevative costing/should be less than quote	\$	15,550.00
TOTAL COST ESTIMATE			\$	56,400.00

Proposal



Quote Number	Project Name	Project Location	Date
Q-13-0171	Head O'Meadow Elementary School	Newtown, CT	1/17/2013

From: Brian Mauriello
14 Connecticut South Drive
East Granby, CT 06026
Phone: 860.844.2212
Fax: 860.392.0222
Email: BMauriello@KinsleyPower.com
Cell: 860.830.2622

Qty	Bill of Material Summary
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- 1 **Kohler 80REOZJF Generator**
 - Output- 81.00 kW, 101 kVA, 277/480 Volt, 122 Amps, 60 Hz, Three Phase
 - Fuel Type – Diesel, No. 2 Low Sulfur
 - Configuration – Open Unit with 34" Wide Skid
 - Warranty - 1 Year Standard
 - Estimated Leadtime – 8/9 Weeks, ARO
- 1 **Kohler KSS-DMTA-0150S Transfer Switch**
 - Type – Open Transition, 150 Amps
 - Poles - 3-Pole, 4-Wire, Solid Neutral
 - Enclosure - NEMA 1 Enclosure
 - Warranty - 1 Year Standard
 - Estimated Leadtime – 5/6 Weeks, ARO
- 1 **Simplex Reliant Series Freestanding Day Tank and Highlift Pump**
 - Type – UL Labeled, with NEMA 1 enclosure
 - Capacity – 50 gallons
 - Estimated Leadtime – 6/7 Weeks, ARO
- 1 **Distributor Start-Up**
 - Price includes distributor start-up service with 2 hour Load Bank Test & Generator Batteries

Spec/Notes: Price reflects equipment, freight and equipment commissioning services only, no installation.

Terms	Retainage	F.O.B.	Mfg. Manuals
Net 30	No Retainage Allowed	Source	2

OFFER TOTAL SELL PRICE: \$31,350.00

Price Quotation Expires in 30 Days
Price does not include state sales tax, or installation

Proposal



Configuration

Qty	Diesel Generator Description
1	80REOZJF, 12V, 60HZ Kohler Generator
1	Voltage,60Hz,277/480V,3Ph,4W,0.8PF
1	Controller, DEC3000 400A, 3Ph
1	Nameplate Rating, Standby 130 Degree
1	Decal, UL2200 Listing (Diesel)
1	Alternator & Mtg, 4P10X
1	Cooling, Unit Mounted Radiator
1	Air Intake, Standard Duty
1	Skid & Mtg, 34" Wide
1	Control & Harness, Dec3000
1	Run Relay, 12V
1	Flexible Fuel Lines
1	Block Heater, 1500W, 120V
1	Radiator Duct Flange, Unhoused
1	Silencer,Critical,4"NPT,SIEO (Ships Loose)
1	Flexible Exhaust Conn,4"NPT (Ships Loose)
1	RSA II, ATS Annunciator (Ships Loose for Remote Mounting)
1	Battery Charger,Float w/Alarms,12V-10A (Ships Loose)
1	Remote Emergency Stop Switch
1	LCB, 150A, HDL Frame, Thermal Mag, 80%
1	Warranty, 1 Year Standard
1	Power Factor Test,0.8,3Ph Only
2	Lit Kit, General Maint., 80REOZJF

Configuration

Qty	Automatic Transfer Switch Description
1	KSS-DMTA-0150S
1	Warranty, 1 Year Standard
2	Lit Kit, ATS Production, KSS/KSP

Proposal



Configuration

50 Gallon UL Labeled Day Tank, NEMA I Controller and Skid Mounted Highlift Pump

Qty	Item Description
1	Reliant Series 50 Secondary Containment Tank, UL Labeled
1	Secondary containment closed top (requires E-vent for double wall)
1	Floatswitch in containment w/alarm
1	Auxiliary hand pump, piston type, 1" NPT
1	Manual fuel fill cap, 2", lockable
1	Emergency vent cap, 4"
1	Drain hand valve, 3/4" NPT, bronze
1	Analog Level Controller with floatswitches
1	Power available green pilot light
1	"Pump Run-Off-Automatic"
1	Local/remote low fuel level alarm with light
1	Local/remote high fuel level alarm with light
1	Critical low level alarm-engine shutdown
1	High fuel level emergency pump stop
1	"Pump Running" amber light
1	2 GPM pump
1	1/3 HP, 115V AC, single phase, 60Hz motor
1	Solenoid valve, AC, 1/2" NPT
1	Fuel strainer (standard 2-5 GPM pumps)
1	Manual shut-off valve, 1/2" bronze
1	Instruction manual for the above equipment
1	Packaged Pump Set - Basic Single - SKID
1	Leak detection alarm for containment
1	Fuel rise pump-out control with check valve
1	7 GPM highlift pump
1	1/2 HP, 115V AC, single phase, 60 Hertz motor, ODP
1	Instruction Manual for the above equipment

Proposal



OFFER ACCEPTANCE

I hereby authorize Kinsley Power Systems, Inc. to use this form as a bona fide purchase order of the equipment shown on Proposal Number Q-13-0171 which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Proposed By:

Company: Kinsley Power Systems, Inc.

Signature: Brian Mauriello

Printed Name: Brian Mauriello

Title: Sales Engineer

Date: Thursday, January 17, 2013

Accepted By:

Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TERMS & CONDITIONS:

Quote subject to Kinsley Power Systems' General Terms and Conditions. General Terms and Conditions available upon request.

INSTALLATION (not included)	Defined as to include but not limited to; rigging, wiring, plumbing, fuel or fuel for testing, unless noted. All "Shipped Loose" items are to be installed by others; including enclosure hoods, stacks, stairs, silencers, etc.
ESTIMATED SHIPPING	Ship dates are best estimates only. Therefore, Kinsley Power Systems is not responsible for incidental or liquidated damages.
TERMS	Net 30 days from shipment date or prior to start-up whichever comes first; subject to credit approval. We reserve the right to charge 1.5% on accounts over 30 days past due. Our price does not include sales tax or installation.
CANCELLATION/BILLABLE DELAYS	If the manufacturer will allow order to be cancelled a re-stocking charge will apply. Orders placed on in-stock items which are not shipped or picked up after 15 days of order date will be returned to inventory for sale to others. Factory-ordered units shipped to a Kinsley facility for temporarily storage due to customer payment or jobsite readiness issues are subject to storage fees of 1% per month unless order is paid in full.
CONTRACT CHANGES	A mutually agreed to, signed change order is required for any contract changes.
RETAINAGE	None
FREIGHT	F.O.B. Factory, Freight Allowed; Tailgate Delivery, Off-loading by others.
MANUALS	One set of manuals is included with each unit. Additional manuals can be ordered at additional cost.
WARRANTY	Manufacturer's standard warranty terms and conditions apply.
START UP	Start-up service is during normal business hours. After hours or weekend start up is available at an additional cost.

PROPOSAL and CONTRACT

GLOBAL MECHANICAL, LLC. HVAC CONTRACTOR

157 Lepage Dr.

Southington, CT 06489

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860 681-4101

S-1 LICENSE#0399191 SM-2 LICENSE#0002681

Prepared for (hereinafter "CONTRACTOR/OWNER"):

Proposal Date: 1/29/2013

Proposal Number: 01292013

Project Name: Head O Meadow School

Location: 94 Boggs Hill Road

Newtown CT 06470

Engineer:

Architect:

N/A

N/A

SCOPE OF WORK (THE "Work"):

GLOBAL MECHANICAL, LLC. (Hereinafter "Subcontractor") proposes to furnish labor, materials, required for the above referenced project including the following: TO MANAGEMENT, I AM PLEASED TO PROVIDE THE ENCLOSED PROPOSAL/CONTRACT FOR YOUR REVIEW. QUOTE PRICE IS GOOD FOR THIRTY DAYS ONLY DO TO FLUCTUATIONS IN MATERIAL COSTS. To remove and rig old Owen generator out and rig in new Kohler generator. Run 1/2 inch oil supply line and 1/4 inch return line. Remove old cooling duct that is not useable and salvage what can be reused. Remove old fresh air intake and salvage what we can reuse. Run new 4 inch exhaust up to roof. Not responsible for roof penetration and extras.

2) CT. Sales Taxes NOT included in this price of 15,550.00

NOTE: GLOBAL MECHANICAL, LLC, Will NOT be responsible of the performance of the existing Unit*

Additional Comments: ROOF PENETRATIONS, SHOP DRAWINGS ANY ELECTRICAL, all these done by others.

PRICE

Total price for the aforementioned work PRICE 15,550.00

Include Tax Exempt Papers with Payment or add CT. Sales Tax to Quote.

CONTRACT PAYMENT TERMS:

One half (1/2) of Contract Price is due upon signing this Proposal and Contract: remaining balance when the Job is completed. Not Net 30

****NOTE: Price DOES NOT include taxes.

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CONTRACT PROVISIONS

This contract is hereby made and entered into on the above undersigned date, by and between: hereinafter referred to as "Contractor/Owner" and GLOBAL MECHANICAL, LLC., hereafter referred to as "Subcontractor."

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

Section 1. Acceptance and Prices: This Proposal and Contract (hereinafter "Contract") is subject to acceptance within thirty (30) days from the date appearing on Page 1, and the prices are subject to change without notice to Contractor prior to acceptance by Contractor. Any delay in performance caused by Contractor's actions or inaction will subject prices to increase. In no event will prices be decreased.

Section 2. Subcontractor Work. The Subcontractor agrees to provide all of the material and labor to perform the work detailed on page 1 Section titled "SCOPE OF WORK" (hereinafter "Work").

Section 3. Price and Contract Payment Terms. The Contractor hereby agrees to pay the Subcontractor for the aforesaid materials and labor in the sum detailed on Page 1 Section titled "PRICE" (hereinafter "Price") and in the manner as prescribed on Page 1 Section titled "CONTRACT PAYMENT TERMS" (hereinafter "Terms").

Section 4. Duty of Performance: The duty to perform under this Contract on the part of Subcontractor and the Price thereof is subject to the approval of **Robert J. Cannuli, OWNER** of **GLOBAL MECHANICAL LLC.** and is also contingent upon strikes, accidents, fire, the inability to procure materials from the usual sources of supply, or upon any like or unlike cause beyond the control of the Subcontractor. If the Contractor fails to sign and accept this Contract, it

shall be automatically canceled and void without any liability to either party.

Section 5. Taxes: To the Price and Terms quoted in this Contract, add any sales or use tax, either Federal, State, or Local, payable on the transaction under any applicable statute.

Section 6. Warranty: Subcontractor warrants the Work performed under this Contract and agrees to remedy any defects, upon written notification by Contractor, resulting from faulty materials or workmanship, which shall become evident during a period of one (1) year after the completion of the Work. The Contractor expressly agrees to waive all its rights against the Subcontractor on the aforementioned warranty if the Contractor fails to give Subcontractor written notice of the defect within a reasonable time from when the Contractor discovered or should have discovered the defect. EXCEPT FOR THE AFOREMENTIONED WARRANTY, THE SUBCONTRACTOR MAKES NO WARRANTIES, ORAL, EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY FOR MERCHANTABILITY) OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO ANY OF THE WORK, EQUIPMENT PROVIDED OR SERVICES RENDERED BY THE SUBCONTRACTOR. In general, manufacturers of goods used by Subcontractor include their own warranty for product defects and manufacture upon which the Contractor may exclusively rely for its remedy. Upon written request by Contractor, Subcontractor will furnish warranty information on the goods to be supplied otherwise; the manufacturer shall supply the Contractor with the warranty information. Optional extended warranties are available but are not included unless explicitly expressed in this Contract

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Section 7. Condition Precedent and Time of Completion: As a condition precedent to the Subcontractor agreeing to the to perform, the Contractor must sign this contract and deliver any required deposit, as detailed in the Terms Section on page 1, within one week of the Acceptance Date (page 5). Otherwise, Subcontractor has the right to modify the Time of Completion as detailed subsequently without any liability under this contract whatsoever. The Subcontractor agrees that various portions of the Subcontractor Work included shall be commenced on or before **Feb. 1, 2013**

, and shall be substantially completed no later than, **Mar. 2 ,2013** Except that the time of completion is contingent upon strikes, accidents, performance of subSubcontractors, availability of materials and other delays beyond the Subcontractor's reasonable control.

Section 8. Liability Disclaimer: In no event shall Subcontractor be liable for any incidental or consequential damages resulting from inability to reasonably perform. This exclusion applies regardless of whether such damages are sought based on breach of warranty, breach of contract, negligence or any other legal theory. However, if Subcontractor should nevertheless be found liable for any damages, they shall be limited to the Price of this Contract.

Section 9. Extra Work: All changes and deviations in the Work so ordered by the Contractor must be in writing. Subcontractor shall notify Contractor in writing of the change in Price and/or change in the Time of Completion (hereinafter mutually referred to as "Change Order") prior to the commencement of the changes or deviations. Before Subcontractor will perform the change, the Contractor must sign and approve the Change Order.

Section 10. Delay: Subcontractor shall be excused for delay in completion of the Contract caused by acts of God, acts of the Contractor, inclement weather, labor trouble, acts of public agencies, inspectors or public utilities, extra work, failure of the Contractor to make progress payments promptly, or other contingencies unforeseen or beyond the reasonable control of the Subcontractor.

Section 11. Covenants by Contractor. The Contractor does hereby promise and agree with Subcontractor that, so long as any obligations remain unsatisfied, it will comply with the following covenants:

- (a) **Insurance by Contractor:** Contractor will procure and maintain at its own expense and before the commencement of work hereunder "all risk" insurance as are consistent with industry practices including but limited to the course of construction, theft, vandalism and malicious mischief endorsements attached.
- (b) **Notice of Cancellation of Insurance:** Such policies shall contain a provision whereby they can not be cancelled except after thirty (30) days written notice to Subcontractor. The Subcontractor and its subSubcontractors shall be named as additional insured and will be written to protect Contractor, Subcontractor and its subSubcontractors as their interests may appear. The Contractor hereby agrees that, in the event it fails to pay or cause to be paid the premium on any such insurance, the Subcontractor may do so and be reimbursed by the Contractor therefor. Contractor and Subcontractor waive rights of subrogation against each other to the extent that any loss is covered by valid and collectible insurance. If the project is destroyed or damaged by accident, disaster, or calamity such as fire, storm, flood, landslide, subsidence, or earthquake, work done by Subcontractor in rebuilding or restoring the project shall be paid for by Contractor as extra work.

Section 12. Covenant's by Subcontractor: The Subcontractor does hereby promise and agree with Contractor that, so long as any obligations remain unsatisfied, it will comply with the following covenants:

- (a) **Subcontractor's Insurance:** The Subcontractor and its Sub-Subcontractors of every tier will provide Subcontractor the following insurance, along with Certificates of Insurance:
 - (1) Comprehensive general liability insurance, in standard form, with limits of \$ 1,000,000 for bodily injury for each occurrence and in the aggregate, and the limits of \$ 1,000,000 for property damage for each occurrence and in the aggregate.

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(2) Automobile liability insurance in comprehensive form, including coverage for owned, hired and non-owned automobiles, with limits of \$ 500,000 for each occurrence and in the aggregate;

(3) Workers compensation insurance in statutory form.

Section 13. Default: The occurrence of any one or more of the following events shall constitute an event of default under this Contract:

- (a) The Contractor shall fail to make any payment when due in accordance with Price and Terms of this Contract.
- (b) The Contractor or any other Person of the Contractor shall fail to observe or perform any of the obligations by it hereunder.
- (c) Contractor shall fail to pay any indebtedness associated with this project including default under any other contract or subcontract associated with this project.
- (d) Proceedings in bankruptcy or reorganization shall be commenced by the Contractor or shall be commenced against the Contractor and is not dismissed within 60 days.
- (e) Contractor shall commit any event of default (or fail to pay promptly any indebtedness due to Subcontractor) on any other project in which Subcontractor and Contractor have entered into.

Section 14. Remedies Upon Default: In an event of Default, the Contractor hereby agrees and consents that the Subcontractor shall have the authority to do the following until the Default is remedied:

- (a) Subcontractor shall have the right to cease Work under this Contract and may keep the job idle until all payments have been received or the Default cured.
- (b) Subcontractor shall have the right to enter the project location without notice to Contractor and retrieve and retain all goods, materials, or equipment associated with this Contract including installed goods.
- (c) Subcontractor shall have the right to interest and accrue on all monies due at a per annum rate of 18% (eighteen percent).
- (d) Subcontractor shall have the right to all fees and expenses associated with the Event of Default including but not limited to attorneys and collection efforts.
- (e) Subcontractor shall have the right to execute a mechanic's lien on said project location.
- (f) If Contractor should default in any of its obligations under this Contract, Subcontractor may recover, as damages, either reasonable value of the Work performed by Subcontractor, or the balance of the Price plus any other damages sustained as a result of Contractors Default.
- (g) **LIQUIDATED DAMAGES:** If the Contractor upon signing this Contract refuses to permit Subcontractor to proceed with the commencement or completion of the Work, Contractor realizes Subcontractor would suffer damages including loss of profit, which Subcontractor would otherwise have made on the project. It would be difficult and impractical to determine the amount of such damages, and it is therefore agreed that, in the event of such Default, Contractor will pay Subcontractor 15% (Fifteen per cent) of the Price as a liquidated damage.

Section 15. Concealed Conditions: If Subcontractor should encounter any concealed conditions that were not reasonably anticipated by Subcontractor, such as rock, concrete, or structures,

Subcontractor will call such conditions to the attention of Contractor immediately, and the Price will be accordingly adjusted for such extra work.

Section 16. Arbitration: Any controversy arising out of the Work upon this Contract or the performance thereof which exceeds a sum of \$ 2,500.00 (two thousand five hundred dollars) shall be decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, for the resolution by binding arbitration. In so agreeing, the parties expressly waive their right to a jury trial on any issues and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and shall be enforceable in any court having jurisdiction over the same. Each party will permit all other parties to examine and copy its records that are relevant to the dispute, and the arbitrator is empowered to enforce this agreement for inspection and copying of records.

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Section 17. Limitations: No action of any character arising out of or related to this Contract or the performance thereof shall be commenced by either party against the other more than two years after the completion or cessation of Work under this Contract.

Section 18. Attorney's Fees: In the event of litigation or arbitration arising out of this Contract or the performance thereof, the court will award reasonable attorney's fees to the prevailing party.

Section 19. Successors and Assignment: This Contract is binding on all parties who lawfully succeed to the rights or take the place of the Contractor or Subcontractor. This Contract may not be assigned by either party without prior written consent of the other.

Section 20. Severability. If for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or the effect those portions of this Contract which are valid.

Section 21. Section Titles. The Section Titles contained in this Contract are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the Contract between the parties hereto.

Section 22. Governing Law. The validity, interpretation, and performance of this Contract shall be governed by the laws of the Commonwealth of Connecticut without reference to the conflict of laws principles.

THE PARTIES HAVE READ THE CONTRACT. THIS CONTRACT REPRESENTS THE ENTIRE AND INTEGRATED AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES PRIOR NEGOTIATIONS, REPRESENTATIONS, OR

AGREEMENTS, EITHER WRITTEN OR ORAL.

The Contractor warrants that the P.O issuer or signor below has the power and authority to enter into and perform this contract to which it is a party, and to incur the obligations herein and therein provided for, and has taken all corporate action necessary to authorize the execution, delivery and performance of this Contract.

Printed Name and Title of CONTRACTOR/OWNER
Acceptance Date

Signature of CONTRACTOR/OWNER

Robert J. Cannuli, PRESIDENT
GLOBAL MECHANICAL, LLC.

Date

CECI

COUNTY ELECTRIC CONSTRUCTION INC. * SINCE 1963

January 31, 2013

NEWTOWN BOARD OF ED.
12 BERKSHIRE ROAD
NEWTOWN, CT 06482

RE: HEAD O' MEADOW – GENERATOR WIRING BUDGET

FURNISH AND INSTALL LABOR AND MATERIALS FOR THE FOLLOWING;

- INSTALL NEW OWNER SUPPLIED A.T.S SWITCH TO REPLACE EXISTING A.T.S
- NEW CONDUIT & WIRING BETWEEN NEW GENERATOR & A.T.S SWITCH FOR POWER AND GENERATOR CONTROLS
- ASSESSMENT OF EXISTING WIRING CONDITIONS & MINOR REPAIRS IF NEEDED
- NEW FUSIBLE DISCONNECT BETWEEN THE A.T.S & THE ELECTRICAL LOAD BEING SERVED
- TESTING OF WIRING WITH GENERATOR SUPPLIER AT START-UP

TOTAL BUDGET PRICE.....\$8,500 TO \$9,500.00

PLEASE CALL WITH ANY QUESTIONS AND THANK-YOU!

SINCERELY,
ALBERT A. CORTINA
PRES.

AUTHORIZED SIGNATURE _____

ACCEPTANCE OF
PROPOSAL _____

PRINT NAME _____
PAYMENT MUST BE MADE WITHIN 15 DAYS OF ORIGINAL
INVOICE. ANY COSTS OF COLLECTION WILL BE THE
CUSTOMERS RESPONSIBILITY.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF
NOT ACCEPTED WITHIN 30 DAYS.
PLANS DATED:

IN THE EVENT OF DEFAULT IN PAYMENT, A FINANCE CHARGE OF 1 % PER MONTH (WHICH IS AN ANNUAL RATE OF 18%) WILL BE CHARGED ON AMOUNTS PAST DUE 15 DAYS, PLUS ATTORNEYS FEES AND EXPENSES INCURRED BY THIS COMPANY IF SUCH ACCOUNT IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION. ALL TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMAN LIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN CHANGE ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE. ALL ACCOUNTS ARE PLACED FOR COLLECTION WITH AN ATTORNEY 45 DAYS AFTER A DATE OF INVOICE. ACCOUNTS PLACED FOR COLLECTION WILL VOID ANY AND ALL WARRANTIES.

102 CENTRAL AVE. BRIDGEPORT, CT 06607
LIC. #'S 122227/181307
PH. (203) 367-7500 – FAX (203) 367-6865

Actual (2012) & Projected (2013) Dr.Chung "Middle" Enrollment 8/3/10

	Dr. Chung			10/4 CO**	12/23	Moving***	Principals
	10/1/2012*	8/3/2010	Projection	Enrollment	Forward	Projection	
HAWLEY	12-13	13-14					
	Enrollment	Projection					
k	49	50	61	51	50	50	
1	73	67	61	71	51	68	
2	80	67	71	80	71	75	
3	72	80	84	71	80	87	
4	88	81	73	88	71	72	
Total	362	345	350	361	323	352	
SANDY HOOK							
k	72	73	81	73	73	73	prior column used
1	78	93	78	79	73	73	
2	94	98	78	94	79	79	
3	113	102	95	115	94	94	
4	97	116	113	97	115	115	
Total	454	482	445	458	434	434	
MIDDLEGATE							
k	72	64	81	71	64	64	
1	85	82	79	85	71	86	
2	103	85	84	102	85	84	
3	98	101	104	97	102	102	
4	93	91	96	94	97	97	
Total	451	423	444	449	419	433	
HOM							
k	60	43	57	60	43	60	
1	72	59	73	72	60	71	
2	61	62	74	62	72	77	
3	58	75	62	58	62	67	
4	88	51	59	89	58	61	
Total	339	290	325	341	295	336	
ELEMENTARY SUMMARY							
k	253	230	280	255	230	247	
1	308	301	291	307	255	298	
2	338	312	307	338	307	315	
3	341	358	345	341	338	350	
4	366	339	341	368	341	345	
Total	1,606	1,540	1564	1,609	1471	1555	
REED							
5	402	387	368	400	368	368	prior column used
6	417	422	408	417	400	400	
Total	819	809	776	817	768	768	
MIDDLE SCHOOL							
7	448	435	417	446	417	417	prior column used
8	445	463	444	441	446	446	
Total	893	898	861	887	863	863	
HIGH SCHOOL							
9	427	424	435	426	441	445	
10	456	416	422	457	426	427	
11	424	446	450	425	457	456	
12	457	405	428	456	425	424	
Total	1764	1691	1735	1764	1749	1752	
DISTRICT SUMMARY							
HAW	362	345	350	361	323	352	
SHS	454	482	445	458	434	434	
MG	451	423	444	449	419	433	
HOM	339	290	325	341	295	336	
REED	819	809	776	817	768	768	
MIDDLE	893	898	861	887	863	863	
HIGH	1764	1691	1735	1764	1749	1752	
Total	5,082	4,938	4,936	5,077	4,851	4,938	

* Not official at time of assembly

** Based on 5 years of actual and 3 years of kindergarten

*** No cohort applied. Kindergarten figure from 13-14 projection

ADDITIONAL STAFFING POST 12/14/12

NEW POSITIONS

**2012-13
SALARY**

SANDY HOOK

ASSISTANT PRINCIPAL		12/17/2012	CATHY MAZZARIELLO	\$62,034.00
EDUCATIONAL ASSISTANT	1	20 HR/WK @\$13.09/HR	ESTIMATED 89 DAYS	\$4,660.04
	1	20 HR/WK @\$13.09/HR	ESTIMATED 89 DAYS	\$4,660.04
	1	20 HR/WK @\$13.09/HR	ESTIMATED 89 DAYS	\$4,660.04
	1	20 HR/WK @\$13.09/HR	ESTIMATED 89 DAYS	\$4,660.04
	<u>4</u>			<u>\$18,640.16</u>

BUILDING SUBSTITUTES

	1	\$75/DAY	ESTIMATED 89 DAYS	\$6,675.00
	1	\$75/DAY	ESTIMATED 89 DAYS	\$6,675.00
	1	\$75/DAY	ESTIMATED 89 DAYS	\$6,675.00
	1	\$75/DAY	ESTIMATED 89 DAYS	\$6,675.00
	1	\$75/DAY	ESTIMATED 89 DAYS	\$6,675.00
	1	\$75/DAY	ESTIMATED 89 DAYS	\$6,675.00
	1	\$75/DAY	ESTIMATED 89 DAYS	\$6,675.00
	<u>7</u>			<u>\$46,725.00</u>

\$127,399.16

HAWLEY

SECURITY GUARD	1	35 HR/WK @\$16.12/HR	ESTIMATED 89 DAYS	\$10,042.76
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MIDDLE GATE

SECURITY GUARD	1	35 HR/WK @\$16.12/HR	ESTIMATED 89 DAYS	\$10,042.76
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HEAD O'MEADOW

SECURITY GUARD	1	35 HR/WK @\$16.12/HR	ESTIMATED 89 DAYS	\$10,042.76
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REED INTERMEDIATE

SECURITY GUARD	1	35 HR/WK @\$16.12/HR	ESTIMATED 89 DAYS	\$10,042.76
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MIDDLE SCHOOL

SECURITY GUARD	1	35 HR/WK @\$16.12/HR	ESTIMATED 89 DAYS	\$10,042.76
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HIGH SCHOOL

GUIDANCE COUNSELOR	1	1.0 FTE	ESTIMATED 89 DAYS	\$28,309.61	BASED ON M-6
SECURITY GUARD	1	35 HR/WK @\$16.12/HR	ESTIMATED 89 DAYS	\$10,042.76	

	1	35 HR/WK @\$16.12/HR	ESTIMATED 89 DAYS	\$10,042.76
	1	35 HR/WK @\$16.12/HR	ESTIMATED 89 DAYS	\$10,042.76
	1	35 HR/WK @\$16.12/HR	ESTIMATED 89 DAYS	\$10,042.76
	<u>3</u>			<u>\$30,128.28</u>

	<u>5</u>			<u>\$58,437.89</u>
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\$236,050.85

EXTRA/INCREASE FTE/HOURS

SANDY HOOK

.75 TO 1.0 FTE	NANCY ROGERS-DUFFY	\$474.96	YTD
	KRISTEN MATTERA	\$450.00	FORMER SHS TEACHER
	KRISTINA PIERCE	\$1,504.70	SHS TEACHER ON LOA
		<u>\$2,429.66</u>	

ADDITIONAL STAFFING RELATED TO 12/14/12

\$238,480.51

OTHER STAFFING CHANGES

DISTRICT					
TESOL TEACHER		.4 TO 1.0 FTE	NANCY CONRON	\$16,993.62	
MIDDLE GATE					
EDUCATIONAL ASSISTANT	1	SP. ED. 22.5 HR/WK @\$13.09/HR	ESTIMATED 89 DAYS	\$5,242.55	
HEAD O'MEADOW					
EDUCATIONAL ASSISTANT	1	PRE-SCH 13 HR/WK @\$13.09/HR	ESTIMATED 89 DAYS	\$3,029.03	
HIGH SCHOOL					
EDUCATIONAL ASSISTANT	1	PRE-SCH 13 HR/WK @\$13.09/HR	ESTIMATED 89 DAYS	\$3,029.03	
EDUCATIONAL ASSISTANT		PRE-SCH. 13HR/WK TO 26HR/WK	MARIANNE NADRICZNY	\$3,403.40	STARTED 1/17/13
				<u>\$31,697.63</u>	