

**ANDOVER ELEMENTARY SCHOOL  
ANDOVER, CT 06232**

**Special Board of Education Meeting**

**Monday, August 21, 2023**

**7:00 p.m.**

**Virtual Meeting for BOE/Public**

**Members Present:** Chairperson Gerard Cremé, Mike Beckwith, Chris Bernard, Caitlin Greenhouse, Shannon Loudon, Celeste Willard

**Members Absent:** Steven Fuss

**Administration:** Valerie Bruneau, Superintendent  
Taylor Parker, Principal  
Terri Smith, Finance Manager

**1. Call to Order, Pledge of Allegiance**

The meeting was called to order at 7:03 p.m., followed by the Pledge of Allegiance led by C. Bernard.

**2. Comments from the Public – None.**

**3. Communications – Correspondence from Eric Anderson regarding BOE paving project.**

**4. Board Business: Discussion and Possible Action on the 35 School Road Upper Lot Paving Project**

Issue is that the BOE, through CT General Statute and the Town Charter, have a right to proceed with their paving project, but the Town is usurping these rights through the BOS and not issuing the permit to Constantine's Paving. The BOS has not yet set up a capital account, approved at a previous meeting by the BOF, and therefore the stipulation of the BOF/BOS to turn over the money from the BOE to the Town for the paving project would mean that the BOE would give it to the Town account as a "surplus", violating the rights of the BOE to move forward with its own expenditures through the use of operating funds.

If the BOE agrees to have the Town take over the project, the contractor would need to agree to the extra stipulations put on by the Town Administrator. The BOE would need to find out if it is possible for our contractor to do what is being asked and at what cost, and if AES can get back on the calendar and how quickly. The upper parking lot will need to be closed for the total length of time.

-C. Greenhouse feels that the BOS is willing to work with the BOE and that we should allow them to take over.

-C. Willard understands that what they are doing is illegal, that the BOE has every right to this project, and that we have not had support from the BOS, but that the parking lot

needs to be paved, and therefore feels that for the parents and kids we should move ahead and try to have our contractor work with the Town and give the money to the Town so that the project will move forward. She offered to be a liaison to the BOS and the project to make it happen.

-C. Bernard feels that the “blue book” of School Law and the charter are clear, and that the BOE would be breaking the law to concede to the proposal by the BOS. He offered to also be a liaison.

-M. Beckwith feels that the BOE has a purpose and role and that he is not comfortable breaking the law to concede.

-S. Louden feels that the charter and the Law book speak to what needs to happen and feels strongly that it is needed to follow the law.

-Chairman Crème expressed that the lack of the capital account as promised is an issue and believes that the accounts should be set up before we act on the paving no matter how long it takes to complete.

-Superintendent Bruneau suggested a possible compromise to keep aligned to the law and ethics. Perhaps the BOE should write the check to the paving company and hand that over to the Town for the BOE’s share of the extended project, and keep our accounts in order.

-Finance Director Terri Smith shared that she researched encumbrances, and that this money can stay encumbered and in our account for this expenditure until June of 2024 (before the end of the next fiscal year).

Discussion on “setting precedent” occurred between Board members.

-Chairman/Vice Chair: We have three options then: 1. Transfer the money as they asked despite law, 2. Say no and challenge legally, 3. Utilize the plan Valerie suggested; this could meet both sides by giving them a check to hold made out to Constantine’s.

**Motion on the floor: Not to transfer the funds, but to provide the funds in a check for the Town to hold as payment to Constantine’s Paving for our encumbered amount, provided Constantine’s can do the job still. Motion made by C. Bernard, seconded by S. Louden.**

Roll Call Vote

S. Louden: YES

C. Willard: YES

C. Bernard: YES

C. Greenhouse: YES

G. Crémé: YES

M. Beckwith: NO

**5-1-0 (PASSED)**

**5. Comments from the Public on Agenda Items – None.**

**6. Upcoming Meetings**

Next meeting: September 13, 2023 Regular Board Meeting

**7. Adjournment**

**Motion to adjourn made at 8:25 p.m. by C. Willard, seconded by S. Loudon.**

**6-0-0 (PASSED)**

**Respectfully Submitted**

**Valerie Bruneau, Superintendent**



## Fwd: Paving the AES lot

1 message

Valerie Bruneau <bruneauv@andoverelementaryct.org>  
To: Diane Kane <kaned@andoverelementaryct.org>

Thu, Aug 24, 2023 at 6:35 PM

This email needs to be attached to the special meeting minutes please print the attachment separately to also attach as a matter of public record. Thank you  
Valerie

Begin forwarded message:

**From:** "Anderson, Eric" <eanderson@andoverct.org>  
**Subject:** Paving the AES lot  
**Date:** August 15, 2023 at 9:10:31 AM EDT  
**To:** Cremé, Gerry <gerard.j.creme@gmail.com>, "cremeg@andoverelementaryct.org" <cremeg@andoverelementaryct.org>, Valerie Bruneau <bruneauv@andoverelementaryct.org>, Chris Bernard <bernardc@andoverelementaryct.org>  
**Cc:** "Maguire, J" <jmaguire@andoverct.org>, "jeff.maguire@kolbmaguire.com" <jeff.maguire@kolbmaguire.com>, "Brinker, M" <mbrinker@andoverct.org>

Gerry and Val,

At last night's BOS meeting the BOS voted 4:0:0 to go ahead with the paving project in the upper lot with a series of conditions.

The conditions were:

1. The contractor has to agree to the technical requirements for the job (See attached) This can be done simply by the contractor acknowledging these specifications by listing it as an addendum and agreeing to meet these conditions.
2. The Board of Education has to transfer the moneys back to the town with a request to put the money into the AES Capital Fund and earmark it for Parking Area improvements.
3. The Board of Finance agrees to expedite the project and make the transfer.
4. This is with the understanding that the town will supply and pay for:
  - a. Three New basin tops
  - b. The public works supervisor will inspect the basin to insure the pipe has been properly mortared prior to paving
  - c. The town will hire NLJ to monitor paving thickness during paving operations.
  - d. The town will hire Materials Testing lab to measure soil compaction prior to paving
  - e. The town will hire Materials Testing lab to measure asphalt compaction of the binder and wearing course after compaction.
  - f. The town will backfill behind the curbing at the completion of the job with loam and re seed with standard seed mix designed for fast grass establishment.

Per the Board of Selectman's decision, here is how I think we can get this done as fast as possible.

The BOE gets the revised contract acknowledging the technical specifications attached.

The BOE transfers whatever additional money is needed for the project to the town via (ACH or Check-Whatever is easier for the AES finance office). Remember there is already ~ 8000 dollars in that fund that could be used towards the project if needed for any cost over runs. The BOE asks the BOF to hold a special meeting to request the BOF transfer the money to the AES Capital fund.

The town issues a permit, drops off the 3 basin tops, hires NLJ and MTI for the monitoring. After the paving and striping is complete, backfills behind the curbing. This part can be done after school is back in session.

Cheers,  
Eric Anderson  
Town Administrator  
Andover CT  
(860) 742-7305 X 4210

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 **Reclaim and Repave Upper Parking Lot Elementary School 2023 technical requirements.docx**  
30K

# Town of Andover Elementary School Parking Lot Technical Specifications

Description: Drainage Repair, Reclaim and Repave in Andover Ct

- 1. Repair Catch Basins as needed and Replace CB Tops w/new and Set to Grade (town will supply CB tops)**
- 2. Shall stake/mark offsets of existing elevations and location of parking lot, basketball court and connecting driveway**
- 3. Reclaim/Repave Upper Parking Lot +/- 1906 SY**
- 4. Reclaim/Repave Basketball Court and connecting driveway +/- 6,256 SF**
- 5. Remove existing curb and install +/- 497 ft Cape Cod Curb**
- 6. Cold Joints shall be saw cut and Tac Coat shall be used to meet existing pavement (i.e., roadway, walkway)**
- 7. Re-stripe parking lot as existing layout using acetone-based traffic paint (reference existing to make plan)**
- 8. Re-stripe basketball lines as existing using high pigmented white line paint (reference existing to make plan)**

***Note: Field verification by contractor is required noted and presented in bid proposal***

Any questions about this bid shall be emailed to [bruneauv@andoverelementaryct.org](mailto:bruneauv@andoverelementaryct.org) as well as [publicworks@andoverct.org](mailto:publicworks@andoverct.org)

## **Requirements**

- The successful bidder will be required to provide a performance bond equal to 100% of the Bid amount.
- All Contract documents must certify affirmative action on the part of all contractor and subcontractors to insure equal employment opportunities.
- The Contractor is exempt from payment of Sales and Use Taxes on all materials and equipment used on this project. These taxes shall not be included in the Bid.
- The contractor must file a written non-discrimination certification with the town of Andover.
- Bids may be withdrawn prior to the opening of bids. After opening Bids may not be withdrawn for 60 days.
- Bid should include the following information: Name, address and description of firm, description of similar projects completed by the firm in the last five years including client contact name and phone number, fee structure, additional information not included above which you feel may be useful and applicable to this project.

## **Qualifications of Bidder.**

The Town may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Town all information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Town that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

## **Insurance Requirements**

The Town requires the Contractor to carry commercial general liability insurance to protect it from loss. The following minimum limits shall be met:

- **General Liability:** \$1,000,000 each occurrence; \$2,000,000 aggregate
- **Automobile Liability:** \$1,000,000 combined single limit for each accident

- **Workers' Compensation:** Shall be in accordance with State of Connecticut requirements at the time of the contract. The policy must contain a waiver of subrogation in favor of the Town of Andover, executed by the insurance company.
- **Umbrella/Excess Liability:** \$5,000,000 each occurrence; \$5,000,000 aggregate and providing coverage over the Commercial General Liability, Commercial Automobile Liability, and the Employer Liability section of the Workers Compensation coverage.

The Town of Andover shall be named as additional insured on all policies, except Workers Compensation, on a primary and non- contributory basis. Thirty (30) days' notice of cancellation is required and must be provided to the Town of Andover via certified mail.

If the Contractor has any subcontractors perform work on this project, we will need to have a list of the contractors, what work they are performing and their insurance that also meets the above standards.

#### Indemnification

The Contractor shall indemnify and hold harmless the Town against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the Town and shall defend suits, actions or proceedings of any kind or nature including workmen's compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the operations of the contractor. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amount of insurance which in his own judgment, may be necessary for his proper protection in the execution of his work. The Contractor agrees to well and truly save and indemnify and hold harmless.

the Town of Andover against all liability, judgments, costs and expenses which may in any way come against the Town or which may in any way result from carelessness, omission or neglect of the contractor or his agent, employees or workmen in any way arising or resulting from the operation in connection herewith.

#### Damage to Abutting Properties

The Contractor shall be responsible for, and reimburse the Town, adjacent property owners and/or others for, any and all losses, damage or expense which the Town or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights of way provided by the Town to the Contractor, or any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights. The Town may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Town against loss or expense, by reason of the failure of the Contractor to observe the limits and conditions of the rights of way, rights of access, etc., provided by the Town.

#### Maintenance & Protection of Traffic

The Contractor shall comply with all requirements of the Occupational Safety and Health Act (OSHA) including wearing appropriate traffic safety vests as needed in and around vehicular traffic. It is the Contractor's responsibility to set up a safe traffic work zone pursuant to the latest edition of the Manual of Uniform Traffic Control (MUTCD). The cost of setting up the work zone safety pattern shall be incorporated into the unit pricing on the bid form.

Any required Flaggers for traffic control will be provided by or paid for by the Contractor.

#### Measurement of Quantities & Payment

The Contractor will be responsible to measure the area in question and provide their own estimates for all quantities involved and shall list these quantities and their unit costs on the bid submission. Unless some other arrangement is approved by the Town, the Contractor will submit one invoice at the end of the job covering all the work completed. The Town will make every effort to pay the Contractor in a timely fashion upon receipt of the final invoice.

#### Asphalt Escalation

To protect the contractor from escalating asphalt costs, the Town will adjust the per ton cost of bituminous concrete installed in place in conjunction with the CT DOT's Asphalt Adjustment calculation. The Asphalt Base Price for this project is to be considered \$592.50 at the time of the bid. The Asphalt Period Price will be taken from the link below for the week that the paving occurs;

<https://portal.ct.gov/-/media/DOT/documents/dconstruction/asphalt.pdf>

#### Scope of work and Technical Specifications.

1. The Town is requesting that the Contractor coordinate the work of all subcontractors including the reclaiming contractor so that once the work commences there is a continuous flow of work until completion. The paving contractor will need to begin paving no later than five (5) calendar days after the final grading is finished or the contractor will be responsible for dust control.
2. The Contractor will notify the Town, by email or phone before they come to Town to do their work at [publicworks@andoverct.org](mailto:publicworks@andoverct.org) or (860) 742-4048 at least 7 days in advance.
3. Drainage Repairs:
  - Contractor shall do required drainage repairs to repair/prevent future settlement of pavement around catch basin (i.e., excavate and re-mortar around drainage pipes).
  - Contractor shall compact in lifts any disturbed areas to prevent future settlement.
  - Contractor shall replace w/new and set to final grade all catch basin tops (tops provided by town).
4. Reclaiming. Contractor shall provide full-depth reclamation, consisting of pulverizing and mixing a depth of 10" to 12" over a contiguous area of approximately XXXX square yards (contractor shall field determine this amount based on their own measurements, Limits of removal (if needed) shall be staked or painted by the Town prior to commencement of work.
5. The Contractor shall compact before rough grading the areas after reclaiming. Rough grading may consist of adjusting the profile to address areas of concern for drainage. Excess material will be removed by the contractor and disposed of at a location approximately 2 miles from the site of construction. Every effort will be made to keep final grades similar.
6. Contractor shall perform fine grading of the site in preparation for vibratory rolling and paving. Contractor shall compact the surface using a vibratory roller (10-12 ton)
7. Bituminous Concrete:
  - Hot rolled asphalt will consist of 2 courses:
  - 2" binder course – Minimum Final Thickness Class 1
  - 1 ½" wearing course. - Minimum Final Thickness Class 2
8. All thickness of paving is for post compaction and shall be field verified. Based on this, the estimated tonnage of Class 1 and Class 2 bituminous should be included in the bid form. **Note: the materials and construction methods sections of the CONNDOT standard specifications for Roads, Bridges, Facilities, and Incidental Construction Form 818 as amended to date will apply.**
9. The Town is looking to put bituminous cape cod curbing back in the same locations as existing. The estimated quantities of curbing should be included in the bid form (the Town will backfill behind the curbs with loam once the contractor is done with the curb installation).
10. The Town plans on hiring an independent lab to perform density testing. Because of this, the contractor is expected to have suitable vibratory rollers that will meet DOT standards for compaction. Base and bituminous compaction shall be pursuant to the CONNDOT Form 818 with the goal of achieving 95% compaction or better.
11. The contractor is responsible for getting copies of all the bituminous delivery tickets to the Town Engineer or his agent in the field.
12. With regards to the Reclaim, the contractor will be responsible for removing all the existing curb before the contractor reclaims and will also provide a payloador with operator and trucking to remove all the excess material that is pushed up in windrows by the grader. In this way, the

contractor is only responsible for reclaiming, rough and finish grading and compaction of the area prior to paving.

13. All pavement markings are to be replaced as existing.

# Town of Andover

## CONTRACT

Lump Sum Price Bidder will complete the Project titled **Reclaim Grade and Pave 2023 Upper Parking Lot & Basketball Court at Elementary School, Andover, CT** work in accordance with the Contract Documents for the following price:

Lump Sum Cost \_\$ \_\_\_\_\_ PRICE

*\*\* All associated work to complete the work as requested by the Town shall be included.*

Submitted On: \_\_\_\_\_, 2023

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

Title: \_\_\_\_\_

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_