

Colchester School Board

Meeting Agenda and Packet

April 5, 2022

**Colchester School District
Board of Education Meeting
April 5, 2022 - 7:00 P.M.
Colchester High School Library**

Agenda

- | | |
|---|--------------------|
| I. Call to Order | |
| II. Citizen Participation* | |
| III. Approval of Renovation Cost for Colchester Alternative Program Building | Action |
| IV. Financial Update: Trusts and Accounts | Information |
| V. Hear Presentation for Elementary Math Support Needs | Information |
| VI. Approval of Consent Agenda | Action |
| VII. Approval of Meeting Minutes: March 15, 2022 | Action |
| VIII. Approval of Special Meeting Minutes: March 29, 2022 | Action |
| IX. Board/Administration Communication, Correspondence, Committee Reports | Information |
| X. Future Agenda Items | Information |
| XI. Executive Session to Discuss Negotiations and a Student Matter | Action |
| XII. Adjournment | |

***Meeting Participation and Viewing Options**

Meetings are open to the public unless warned otherwise. Colchester citizens have an opportunity to speak or comment on any items listed on the agenda. For topics not listed on the agenda, public comment can be made during the Citizen's Participation agenda item. Please review the Public Comment Rules listed at www.csdvt.org/schoolboard prior to the meeting. If not attending in person, citizens may also participate in the meeting by emailing a prerecorded message to schoolboard@colchesters.org with "Citizens Participation" listed in the subject line. It must be received by noon on the day of the meeting, include your full name and phone number, and follow the Public Comment Rules. LCATV will provide live stream coverage via: www.lcatv.org/live-stream-3.



Colchester School District

Administrative Offices, 125 Laker Lane, PO Box 27, Colchester, Vermont 05446
Phone: (802) 264-5999 • www.csdvt.org • Fax: (802) 863-4774

MEMO

To: School Board Directors
From: George A. Trieb, Jr.
Subject: CAP Renovation Project
Date: April 1, 2022

The school board heard a proposal on November 16, 2021, pertaining to the relocation of the Central Office to 59 Rathe Road in Colchester and for the renovation of the existing central office building to become the new Colchester Alternative Program ("CAP") building. The estimated construction costs for the new CAP building were between \$250K and \$350K as presented. However, during the presentation there was concern shared that the likelihood of the actual bids would come in at the high end or higher due primarily to supply chain issues.

We sent out request for proposals to several vendors and received two back. Both contractors have agreed to provide the same service. In fact, as it pertains to the plumbing and HVAC work, both companies had planned to use the same subcontractor. The bids came in close. The funds to pay for this project would come from primarily the capital reserve account.

Company	Cost
Wright & Morrissey, Inc.	\$421,777
Farrington Construction Company, Inc.	\$436,500

The companies shown in the table above can complete the project in a timely manner and within the desired specifications of the district assuming limited supply chain issues. Wright & Morrissey, Inc. has come in with the best price. We have collaborated with Wright & Morrissey on projects in the past with excellent results. I recommend selecting Wright & Morrissey for this project.

An appropriate motion would be: ***"I move that we accept the bid from Wright and Morrissey and authorize the Business and Operations Manager to execute the necessary documents to make this happen."***

Amy Minor
Superintendent
of Schools

George A. Trieb, Jr.
Business & Operations
Manager

Carrie Lutz
Director of Student
Support Services

Gwendolyn Carmolli
Director of Curriculum
& Instruction

Contractor Bid Summary
CAP, Colchester Vermont
March 25, 2022

		Wright & Morrissey	Farrington
BOND (Yes/No)		yes	yes
ADDENDUM ONE, acknowledge receipt of (Yes/No)		yes	yes
ADDENDUM TWO, acknowledge receipt of (Yes/No)		yes	yes
BASE BID		\$421,777	\$436,500
ALTERNATES (numbers in parentheses are deducts)			
A1	Omit cabinetry	(\$12,043)	(\$16,445)
A2	provide PEX in place of copper	\$0	\$0
MARK-UP			
	Labor	15%	15%
	Material	15%	15%
	Subcontractors	10%	15%
PROJECT TEAM			
	Project Manager (At Contractor's Home Office)	Mark Sammut	Dustin Deavitt
	Job Superintendent (At Project Site)	Paul Vest	Scott Kennedy
MAJOR SUBCONTRACTORS			
	Mech	A Cooper	A Cooper
	Electrical	Electrical Systems	Pratt & Smith
PROPOSED CONTRACT SUM (amount with alternates)		\$409,734	\$420,055

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Wright & Morrissey, Inc.
- B. Project Name: Renovations to CAP Building at Colchester High School.
- C. Project Location: 125 Laker Lane, Colchester, Vermont 05446.
- D. Owner: Colchester School District.
- E. Architect: Black River Design Architects.
- F. Architect Project Number: ccap2521.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Black River Design Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

- Four Hundred Twenty One Thousand Seven Hundred Seventy Seven
1. _____ Dollars (\$ 421,777.00).
2. The above amount may be modified by amounts indicated below under "Bid Alternate".

1.3 BID GUARANTEE (BID SECURITY)

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 30 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Twenty One Thousand Eighty Nine Dollars (\$ 21,089.00).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 BID ALTERNATE

- A. Alternate to provide PEX in place of copper as indicated in spec section 220503 Plumbing Piping:

1. No Change Dollars (\$).

1.5 PROJECT TEAM

- A. Project Team: Indicate below the personnel to be assigned to the following respective positions for the duration of the Work.

1. Project Manager (at Contractor's Home Office) Mark Sammut
2. Job Superintendent (at Project Site) Paul Vest

1.6 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Plumbing Work: A. Cooper Mechanical
2. HVAC Work: A. Cooper Mechanical
3. Electrical Work: Electrical Systems

1.7 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents after April 4, 2022, and shall be substantially complete with the Work by August 17, 2022.

1.8 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 3/11/2022
2. Addendum No. 2, dated 3/17/2022
3. Addendum No. 3, dated
4. Addendum No. 4, dated

1.9 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).

1.10 MARK-UP

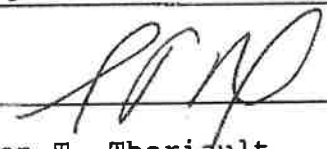
- A. Percentage Mark-Up: Indicate the amounts of percentage mark up on In-house Labor, Material and Subcontractor's Costs for the determination of Change Order Amounts. Refer to Contract Modification Procedures 012600 for the definitions of In-house Labor, Material, and Subcontractor's Costs. Percentage Mark-ups shall be added to the Owner-Contractor Agreement.

1. Labor Percentage Mark-up 15%
2. Materials Percentage Mark-up 15%
3. Subcontractors Percentage Mark-up 10%

1.11 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Vermont, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.12 SUBMISSION OF BID

- A. Respectfully submitted this 25 day of March, 2022.
- B. Submitted By: Wright & Morrissey (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Stephen T. Theriault (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004113

DOCUMENT 004323 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: Wright & Morrissey, Inc.
- B. Project Name: Renovations to CAP Building at Colchester High School.
- C. Project Location: 125 Laker Lane, Colchester, Vermont 05446..
- D. Owner: Colchester School District.
- E. Architect: Black River Design Architects.
- F. Architect Project Number: ccap2521.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

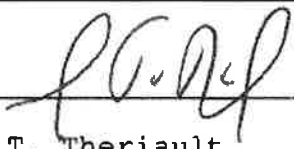
- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
 - 1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 30 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Omit cabinetry:

1. ADD DEDUCT X NO CHANGE NOT APPLICABLE .
2. Twelve Thousand Forty Three Dollars (\$ 12,043.00).
3. ADD DEDUCT 0 calendar days to adjust the Contract Time for this alternate.

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 25 day of March, 2022.
- B. Submitted By: Wright & Morrissey, Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Stephen T. Theriault (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

Wright & Morrissey, Inc.

as Principal, (hereinafter called the "Principal"), and Fidelity & Deposit Company of Maryland

1299 Zurich Way, Schaumburg, IL 60196-1056, a corporation duly organized under the laws

of the State of Illinois, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto

Colchester School District, 125 Laker Lane, Colchester, VT 05446

as Oblige, (hereinafter called the "Obligee"), in the sum of Five Percent of Attached Bid


Dollars (\$ 5% of attached bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

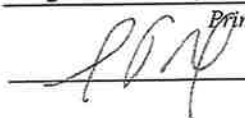
Renovations to CAP Building at Colchester High School

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of March A.D., 2022

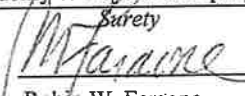


Witness

Wright & Morrissey, Inc.
Principal
 (SEAL)



Leo Wrighton Witness

Fidelity & Deposit Company of Maryland
Surety
By  (SEAL)
Robin W. Faraone, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Fidelity & Deposit Company of Maryland
Fidelity & Deposit Company of Maryland
vouches that the language in the document conforms exactly to the language

used in AIA Document A-310, February 1970 Edition.

BID70000ZZ0701f

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Scott F. BOARDMAN, D. Michael BOARDMAN Robin W. FARAONE, Paul E. PLUNKETT, Richard S. SMITH and Joanne M. VANDYK**, all of Burlington, Vermont, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of May, A.D. 2020.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: **Robert D. Murray**
Vice President


By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 28th day of May, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Constance A. Dunn, Notary Public

My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 21st day of March, 2022.



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsclaims@zurichna.com
800-626-4577

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Farrington Construction Company Inc.
- B. Project Name: Renovations to CAP Building at Colchester High School.
- C. Project Location: 125 Laker Lane, Colchester, Vermont 05446.
- D. Owner: Colchester School District.
- E. Architect: Black River Design Architects.
- F. Architect Project Number: ccap2521.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Black River Design Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

- 1. Four Hundred Thirty Six Thousand Five Hundred Dollars (\$ 436,500).
- 2. The above amount may be modified by amounts indicated below under "Bid Alternate".

1.3 BID GUARANTEE (BID SECURITY)

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 30 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

- 1. Bond for 5% of bid Dollars (\$ Bond 5%).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 BID ALTERNATE

- A. Alternate to provide PEX in place of copper as indicated in spec section 220503 Plumbing Piping:

1. No Change Dollars (\$ No Change).

1.5 PROJECT TEAM

- A. Project Team: Indicate below the personnel to be assigned to the following respective positions for the duration of the Work.

1. Project Manager (at Contractor's Home Office) Dustin Deavitt
2. Job Superintendent (at Project Site) Scott Kennedy

1.6 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Plumbing Work: A Cooper Mechanical
2. HVAC Work: A Cooper Mechanical
3. Electrical Work: Pratt & Smith

1.7 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents after April 4, 2022, and shall be substantially complete with the Work by August 17, 2022.

1.8 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 3/11/22
2. Addendum No. 2, dated 3/17/22
3. Addendum No. 3, dated _____
4. Addendum No. 4, dated _____

1.9 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).

1.10 MARK-UP

- A. Percentage Mark-Up: Indicate the amounts of percentage mark up on In-house Labor, Material and Subcontractor's Costs for the determination of Change Order Amounts. Refer to Contract Modification Procedures 012600 for the definitions of In-house Labor, Material, and Subcontractor's Costs. Percentage Mark-ups shall be added to the Owner-Contractor Agreement.

1. Labor Percentage Mark-up 15%
2. Materials Percentage Mark-up 15%
3. Subcontractors Percentage Mark-up 15%

1.11 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Vermont, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.12 SUBMISSION OF BID

- A. Respectfully submitted this 25th day of March, 2022.
- B. Submitted By: Farrington Construction Company Inc. (Name of bidding firm or corporation).
- C. Authorized Signature: DCF2 (Handwritten signature).
- D. Signed By: David C Farrington Jr. (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004113

DOCUMENT 004323 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: Farrington Construction Company Inc.
- B. Project Name: Renovations to CAP Building at Colchester High School.
- C. Project Location: 125 Laker Lane, Colchester, Vermont 05446..
- D. Owner: Colchester School District.
- E. Architect: Black River Design Architects.
- F. Architect Project Number: ccap2521.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
 - 1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 30 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Omit cabinetry:

1. ADD ___ DEDUCT X NO CHANGE ___ NOT APPLICABLE ___.
2. Sixteen Thousand Four Hundred Forty Five Dollars (\$ 16,445).
3. ADD N/A DEDUCT ___ calendar days to adjust the Contract Time for this alternate.

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 25th day of March, 2022.
- B. Submitted By: Farrington Construction Company (Insert name of bidding firm or corporation).
Inc.
- C. Authorized Signature: DCF2 (Handwritten signature).
- D. Signed By: David C. Farrington Jr. (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

Farrington Construction Co.

as Principal, (hereinafter called the "Principal"), and Fidelity & Deposit Company of Maryland

1299 Zurich Way, Schaumburg, IL 60196-1056, a corporation duly organized under the laws of the State of Illinois, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto Colchester School District, 125 Laker Lane, Colchester, VT 05446

as Oblige, (hereinafter called the "Obligee"), in the sum of five percent of attached bid Dollars (\$ 5% of attached bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Colchester School District CAP Building Reno

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of March A.D., 2022

Mark J. Lamont
Witness

Farrington Construction Co.

Principal

DCF2



Fidelity & Deposit Company of Maryland

Surety

By Robin W. Faraone (SEAL)
Robin W. Faraone, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Scott F. BOARDMAN, D. Michael BOARDMAN Robin W. FARAONE, Paul E. PLUNKETT, Richard S. SMITH and Joanne M. VANDYK**, all of Burlington, Vermont, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

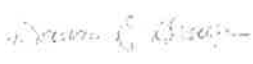
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of May, A.D. 2020.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: **Robert D. Murray**
Vice President



By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 28th day of May, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 24th day of March, 2022.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsforclaims@zurichna.com
800-626-4577

<p align="center">COLCHESTER SCHOOL DISTRICT INVESTMENTS <u>JUNE 30, 2021</u></p>
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	General Ldgr <u>Acct #</u>	Ending <u>6/30/2021</u>
<u>General Fund</u>		\$ -
<u>Capital Project Fund</u>		-
Building Fund		-
<u>Trust and Agency</u>		
Gen Trust & Agency	8002/11101	-
Coates	8003/11101	116,074.28
Scholarship Trust Fund	8004/11001	95,969.87
Woodmen	8005/11001	15,713.07
Kelly	8006/11001	5,000.00
Faller	8007/11001	5,118.32
Mallory	8008/11101	4,666.77
		<u>242,542.31</u>
<u>Student Activity:</u>		
CHS	N/A	30,677.09
		-
		<u>30,677.09</u>
TOTAL INVESTMENTS		<u>\$273,219.40</u>

<p align="center">COLCHESTER SCHOOL DISTRICT CASH June 30, 2021</p>
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	Per trial balance/ SAA statements <u>6/30/2021</u>	Bank Balance <u>6/30/2021</u>
<u>General Fund</u>		
General Fund **	8,132,339.16	9,225,064.35
Petty Cash	<u>4,800.00</u>	<u>4,500.00</u>
	<u>8,137,139.16</u>	<u>9,229,564.35</u>
<u>Capital Funds</u>		
Municipal Bond Bank	<u>-</u>	<u>-</u>
<u>Enterprise/Cafeteria</u>		
Cafeteria - MM/checking	8,667.91	10,761.77
Cafeteria - change fund	<u>199.36</u>	<u>-</u>
	<u>8,867.27</u>	<u>10,761.77</u>
<u>Trust and Agency</u>		
Scholarship Trust Fund:	1,283.77	1,283.77
 Student Activity:		
CHS	40,505.04	47,952.83
CMS	43,543.85	43,687.56
MBS	11,476.00	11,512.00
PPS	6,914.74	6,914.74
UMS	8,106.41	8,106.41
	<u>-</u>	<u>-</u>
	<u>111,829.81</u>	<u>119,457.31</u>
 TOTAL CASH	<u>8,257,836.24</u>	<u>9,359,783.43</u>

** Includes Municipal Collateralized Checking, Muni Cash Mgmt Coll Int Ck, Accounts Payable, Payroll and HRA/FSA accts

CONSENT AGENDA**Board Meeting Date: April 5, 2022****Licensed Employees (Teacher/Administrator)**

Contract Type	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Information	Person Replacing	Budgeted	Admin Support
Teacher	Marijke	Reilly	Leave of Absence	Science Teacher	0.2 FTE	CHS	Request leave of absence for 2022/2023 school year			
Teacher	Marijke	Reilly	New Hire	Professional Development Coordinator and Instructional Coach	0.2 FTE	CHS	Request to hire		Yes	Yes
Teacher	Jessica	O'Brien-Moore	New Hire	School Psychologist	1.0 FTE	DW	Request to hire	Open Position	Yes	Yes
Teacher	Kelly	Ryan	Leave of Absence	Elementary Teacher	1.0	PPS	Request leave of absence for 2022/2023 school year			
Teacher	Kelly	Ryan	New Hire	Reading Teacher	0.6	PPS	Request to hire	Anne Campbell	Yes	Yes
Teacher	Katie	Naylor	New Hire	7/8th Grade Language Arts Teacher	1.0	CMS	Request to hire	Open Position	Yes	Yes
Teacher	Courtney	Boetsma	New Hire	Drivers Education Teacher	0.1	CHS	Request to hire	Open Position	Yes	Yes
Teacher	Jessica	Frank	New Hire	7/8 Science Teacher	1.0	CMS	Request to hire	Open Position	Yes	Yes
Teacher	Erika	Merrell	FTE Reduction	ELL Teacher	0.6	MBS	Request to reduce FTE		Yes	Yes
Teacher	Ryan	Batche	New Hire	STEM Teacher	1.0	CMS	Request to hire	Jessica Frank	Yes	Yes
Teacher	Janelle	Woodin	New Hire	Science Teacher	1.0	CHS	Request to hire	Will Warren	Yes	Yes
Teacher	Deanna	Walker-Cook	Transfer	Reading Teacher	1.0	MBS	Request to transfer	New Position	Yes	Yes
Teacher	Wayland	Cole	New Hire	TIPS	0.2	CHS	Request to hire	Wayland Cole	Yes	Yes

Non-Licensed Employees (Support Staff), Board Approval Required

Contract Type	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Information	Person Replacing	Budgeted	Admin Support

Non-Licensed Employees (Support Staff), Informational

Contract Type	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Information	Person Replacing	Budgeted	Admin Support
Support Staf	Pam	Lash	New hire	Paraeducator	32.5	CMS	Notice of hire	Cindy Sheehan	Yes	Yes
Support Staf	Jeff	Real	End of Employment	Custodian	40.0	CMS	Notice of End of Employment			
Support Staf	Savannah	Lawrence	Resignation	Behavior Interventionist	40.0	CMS	Notice of Resignation			
Support Staf	Chad	Ahern	Resignation	Recess Supervisor	15.0	MBS	Notice of Resignation			

COLCHESTER SCHOOL DISTRICT

Board of Education Meeting
Colchester High School Library

Tuesday, March 15, 2022
7:00 p.m.

MINUTES (General Session)

The Colchester Board of Education held a regular board meeting on Tuesday, March 15, 2022, in the Colchester High School Library. Board members in attendance were Directors Lindsey Cox, Nic Longo, Ben Yousey-Hindes, Laurie Kigonya, Felix Anderson, and Student Representative Gloria Kigonya. District administrators in attendance included Superintendent Amy Minor, Business and Operations Manager George Trieb, Director of Curriculum Gwendolyn Carmolli, and Director of Student Support Services Carrie Lutz. District employees included Preschool Facilitator Nancy Smith and Diversity, Equity and Inclusion Coordinator Jamilah Vogel. There were no audience members.

I. Call to Order & Pledge of Allegiance

Superintendent Amy Minor called the meeting to order at 7:00 p.m. and led in the Pledge of Allegiance.

II. Citizen Participation

None.

III. Hear Nominations for School Board Reorganization and Approval of Newspaper of Record

Action

Nominations were held for school board chair, vice chair, and clerk, as well as the official newspaper of record.

Director Longo moved to nominate Lindsey Cox as Board Chair, seconded by Director Kigonya. The motion passed unanimously, 4-0.

Director Yousey-Hindes moved to nominate Nic Longo as Vice Chair, seconded by Director Kigonya. The motion passed unanimously, 4-0.

Director Longo moved to nominate Ben Yousey-Hindes as Board Clerk, seconded by Director Kigonya. The motion passed unanimously, 4-0.

Director Yousey-Hindes moved to approve The Colchester Sun as the official newspaper for the district for legal notices. The motion passed unanimously, 5-0.

IV. Black Lives Matter Flag

Action

In December, at the request of students, the school board approved flying the Black Lives Matter (BLM) flag at all schools for three months per the district's Flagpole Request Policy. With the flag nearing the end of the three-month period, students from the Social Justice Alliance Clubs at Colchester Middle School and Colchester High School wrote a letter to the board requesting that the board continue flying the BLM flag at schools in the district. Board Chair Cox read the letter aloud.

The letter urged the board and community members to recognize the significance that the flag has for minority students. Student Board Representative Gloria Kigonya added that the Student Justice Alliance recently had a popup table at the high school with shirts that read, “we are all human”. It was very successful and there was overwhelming student support; they ran out of shirts in less than an hour.

Director Longo moved to raise the Black Lives Matter flag at all CSD schools for an additional three months beginning on Tuesday, April 5, 2022 through Tuesday, July 5, 2022. The motion passed unanimously.

V. Hear Preschool Presentation

Information

Director of Student Support Services, Carrie Lutz, and Early Education Program Facilitator, Nancy Smith, provided the board and community with an overview of the CSD Preschool Program. The presentation highlighted the importance and benefits of early education, preschool requirements from the AOE, curriculum, staffing, enrollment, outreach, and facility needs. The board asked some additional questions about enrollment, assessment and transition data, as well as details and logistics of the outreach services provided by the preschool special education team.

VI. Approval of Recommendation for Administrator Contract Renewals 2022-2023

Action

Superintendent Amy Minor provided the board with a memo outlining the contracts that she recommends renewing for the FY’23 school year.

Director Anderson moved to approve the recommended administrator contracts for the 2022-2023 school year. The motion passed unanimously.

VII. Approval of Recommendation for Teacher Contract Renewals 2022-2023

Action

Superintendent Amy Minor provided the board with a memo outlining the contracts that she recommends renewing for the FY’23 school year.

Director Longo moved to approve the recommended teacher contracts for the 2022-2023 school year. The motion passed 4-0, with Director Anderson abstaining.

VIII. Approval of School Calendar for 2022-2023

Action

Superintendent Amy Minor outlined the draft calendar for next school year. The calendar is based on the contract agreement which indicates there will be 176 student days, 8 in-service days, 1 teacher prep day, and 2 family conference days for a total of 187 days. Also included on the calendar were four early release days. Superintendent Minor stated the early release days continue to be a success for professional development. She also noted that Colchester Parks and Recreation agreed to continue to offer childcare for K-5 students.

Director Kigonya moved to approve the four early release days in the 2022-2023 calendar as presented. The motion passed unanimously.

IX. Approval of Consent Agenda

Action

The following Consent Agenda was reviewed by the board. Director Yousey-Hindes requested to enter executive session at the end of the meeting to discuss the consent agenda prior to voting.

DRAFT

CONSENT AGENDA**Board Meeting Date: March 15, 2022****REVISED****Licensed Employees (Teacher/Administrator)**

Contract Type	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Information	Person Replacing	Budgeted	Admin Support
Teacher	Amy	Kreiger	Leave of Absence	Teacher	1.0 FTE	CMS	Requesting leave of absence for the 2022/2023 School Year			
Teacher	Mark	Winchester	Resignation	Title I	1.0 FTE	MBS	Request to end employment 06/30/22			
Teacher	Mark	Winchester	New Hire	Elementary Teacher	1.0 FTE	MBS	Request to Hire	Thomas Jacobs	Yes	Yes
Teacher	James	Bean	Leave of Absence	Elementary Teacher	1.0 FTE	MBS	Requesting leave of absence for the 2022/2023 School Year			
Teacher	Sarah	Carroll	New Hire	Part-Time ELL Long Term Substitute	.40 FTE	MBS	Request to Hire	Erika Merrell	Yes	Yes
Teacher	Tara	Sharkey	Resignation	Math Teacher	1.0 FTE	CHS	Request to end employment 06/30/22			
Teacher	Tara	Sharkey	New Hire	Match Coach - One Year Only	1.0 FTE	CMS	Request to Hire	Tara Sharkey - One Year Position	Yes	Yes
Teacher	Jillian	Mori	New Hire	Math Teacher	1.0 FTE	CHS	Request to Hire	Tara Sharkey	Yes	Yes
Teacher	Ashley	Marlow	Resignation	Elementary Teacher	1.0 FTE	MBS	Request to end employment 06/30/22			
Teacher	Josie	Lang	Transfer	School Nurse	1.0 FTE	CHS	Request to Transfer for 2022/23 School Year	Melissa Fontaine	Yes	Yes
Teacher	Lindsey	Campion	Transfer	School Nurse	1.0 FTE	UMS	Request to Transfer for 2022/23 School Year	Kathleen Kelly	Yes	Yes
Teacher	Pat	Phillips	New Hire	Team Leader	0.2 FTE	CHS	Request to Hire	Will Warren	Yes	Yes
Teacher	Danielle	Dubro	New Hire	Special Educator	1.0 FTE	CHS	Request to Hire	Ryan Strobel	Yes	Yes

Non-Licensed Employees (Support Staff), Board Approval Required

Contract Type	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Information	Person Replacing	Budgeted	Admin Support

Non-Licensed Employees (Support Staff), Informational

Contract Type	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Information	Person Replacing	Budgeted	Admin Support
Co-Curricular	Matthew	Robinson	New Hire	Softball Coach		CMS	Notice of Hire	Angie Bouyea	Yes	Yes

X. Approval of Meeting Minutes: March 1, 2022 **Action**

Director moved to approve the minutes from the meeting held on March 1, 2022. The motion passed unanimously.

XI. Board/Administration Communication, Correspondence, Committee Reports **Informational**

- The board and administrators welcomed new board member Felix Anderson.
- Superintendent Minor congratulated the CHS Debate Team for a successful state competition over the weekend. The team won the championship for the fourth straight year.

XII. Future Agenda Items **Informational**

- Summer Student Programs
- Citizens Participation Discussion
- Facilities Information
- Policy Work

XIII. Executive Session to Discuss Negotiations **Action**

Director Yousey-Hindes moved to enter executive session at 8:14 p.m. to discuss negotiations, the consent agenda, and two personnel issues. The motion passed unanimously.

Director Yousey-Hindes moved to exit executive session at 9:16 p.m. The motion passed unanimously.

Director Yousey-Hindes moved to approve the Consent Agenda for March 15, 2022. The motion passed unanimously.

XIV. Adjournment

Director Anderson moved to adjourn at 9:17 p.m. The motion passed unanimously.

Recorder:

Board Clerk:

Meghan Baule
Recording Secretary

Ben Yousey-Hindes
Board Clerk

COLCHESTER SCHOOL DISTRICT

Board of Education Meeting, Special Meeting
Central Office, Conference Room
59 Rathe Rd, Colchester, VT

Tuesday, March 29, 2022
5:00 p.m.

MINUTES

The Colchester Board of Education held a Special Board Meeting on Tuesday, March 29, 2022. Those in attendance were Board Chair Lindsey Cox; Directors: Ben Yousey-Hindes, Laurie Kigonya, and Felix Anderson; Superintendent Amy Minor; CHS Assistant Principal Chad Demagistris; the student and their family.

I. Call Meeting to Order

Board Chair Lindsey Cox called the meeting to order at 5:05 p.m.

II. Executive Session: Student Hearing

Action

Director Yousey-Hindes moved to enter executive session at 5:06 p.m. to conduct a student hearing. The motion passed unanimously.

Director Anderson moved to exit executive session at 6:07 p.m. The motion passed unanimously.

III. Adjournment

Director Kigonya moved to adjourn at 6:08 p.m. The motion passed unanimously.

Recorder:

Board Clerk:

Meghan Baule
Recording Secretary

Ben Yousey-Hindes
Board Clerk