

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 7, 2022

**SUBJECT: YMCA Facility Use and Rental Agreements for use of
Space at Hubbard School and McGee School for Daycare Facilities,
Funding Appropriation and Bid Award**

Summary of Agenda Item:

At the July 20, 2021 Town Council Meeting, the Town Council approved the proposed Facility Use and Rental Agreements between the Town of Berlin, the Berlin Board of Education, and the Meriden- New Britain-Berlin YMCA for use of space at Richard D. Hubbard School and Catherine M. McGee Middle School for Daycare Facilities. In return, per the language set forth in the agreements, the Berlin Board of Education will occupy the YMCA Building on Main Street in Berlin, CT for the Central Connecticut Transition Academy programs. The pre -approval from the Town Council allowed for design and engineering to take place so the project could be bid, and current costs could be established to ensure the agreements were financially viable for both parties. The previous agreements have been amended to reflect new terms now that construction costs are known. The leases also required review and approval by the Planning and Zoning Commission per section 8-24 of the Connecticut General Statutes. The project was referred to the Planning and Zoning Commission by the Town Council on March 1, 2022 and approved by the Commission on March 3, 2022 with a favorable review and conditions. The YMCA will issue a check to the Town of Berlin for the total construction costs in the amount of \$306,670.00 which includes a 10 percent project contingency and temporary door costs. There will be an additional check to cover price increases since the bid receipt date identified by the contractor in PCO no. 2 for Hubbard and McGee in the amount of \$39,770. The money will be received into account 500.00.0000.6.45501.00000 Other Receipts and appropriated to account 500.35.3561.0.54000.00368 School Modifications- YMCA Daycare. The construction portion of the lease agreements was publicly bid as project no. 2022-14, with bids received on December 21, 2021. The low bidder is LINK General Contracting, of Tariffville, CT. A scope review was conducted, and all parties agree to proceed with a bid award and construction contract.

Action Needed:

Move to approve the revised Facilities Lease Agreements between the Town of Berlin, the Berlin Board of Education, and the Meriden-New Britain-Berlin YMCA for use of space at Richard D. Hubbard School, Catherine M. McGee Middle School, and the YMCA building on Main St. in Berlin. Receive the construction funds from the YMCA into Other Receipts and appropriate to School Modification-YMCA Daycare. Move to award bid no. 2022-14 to LINK General Contracting of Tariffville, CT in the amount of \$346,440.50 which includes a 10 percent base bid project contingency, temporary doors and PCO no. 2

Attachments:

Notice of 8-24 Review and Recommendation
Revised Lease Agreements
Bid Results
PCO no. 2 for Hubbard & McGee

Prepared By:

Douglas Solek, Director of Facilities, Town of Berlin
Jeffrey Cugno, Director of Operations, Berlin Public Schools





Town of Berlin

Planning and Zoning Department

240 Kensington Road
Berlin, Connecticut 06037
www.berlinct.gov

Planning and Zoning Commission
Zoning Board of Appeals
Conservation Commission
Historic District Commission

March 8, 2022

TOWN OF BERLIN

NOTICE OF DECISION

SUBJECT: 8-24 Review and Recommendation to the Town Council of the Matter of Leasing of Space at Hubbard School, 139 Grove Street, East Berlin, and McGee School, 899 Norton Road for YMCA Day-Care Programs

At its Regular Meeting of March 3, 2022, the Berlin Planning and Zoning Commission, after review in accordance with Section 8-24 of the Connecticut General Statutes, voted unanimously to forward a favorable review, with conditions, to the Town Council for the matter of leasing of space at Hubbard School, 139 Grove Street, East Berlin, and McGee School, 899 Norton Road for YMCA day-care programs.

The conditions of this favorable review are:

- a. Pavement markings
- b. Traffic signage to the satisfaction of Town Staff.

Maureen Giusti, AICP
Town Planner/ZEO

Revisions Highlighted

FACILITY USE and RENTAL AGREEMENT

This Facility Use and Rental Agreement is entered into between the Town of Berlin, the Berlin Board of Education ("BOE") and Meriden-New Britain-Berlin YMCA ("YMCA").

This Agreement sets forth the terms and conditions under which certain areas of the **McGee Middle School** facility will be occupied and used by the YMCA as tenant. This Agreement is effective upon the signature of all parties and terminates upon the expiration of the term unless terminated or renewed pursuant to the terms hereof.

Purpose of Use: Exclusively for YMCA Daycare operations

Location/Facilities: McGee Middle School, Norton Road, Berlin CT (Building and Site)

Rental Period Commences upon the substantial completion of improvements, including approved temporary improvements, **as detailed in the plans and specifications for construction referenced in Schedule A attached hereto**, and continues for a period of ten (10) years based upon a schedule to be provided, mutually agreed upon, and attached to the Agreement. The YMCA shall have the option to extend the rental period by up to five (5) years with written notice provided 120 days before the completion of the initial rental period.

Times of Operation: Limited to 6:30 AM to 6:30 PM during week days (M-F) on which the facility is open, including student vacation periods; except that evening access may be approved by the Superintendent, in writing, on a limited basis.

Occupancy: Maximum Estimate of 52 daycare participants plus 12 Office of Early Childhood Approved staff per week

Contact Name: John Benigni; Email: jbenigni@nbbymca.org

Mailing

Address: 110 West Main Street, Meriden, CT 06451

Phone #: (203) 235-6386

Facility to be Occupied and Used for Daycare (hereinafter "Facility")

- **Classrooms #215, #216 and #219**
- Sole use of small playground/blacktop area adjacent to the building (area to be mutually agreed upon) Age appropriate state inspected playground and play apparatuses installed by YMCA.
- Entrances and Exits to and from areas to be used as designated by School Administration ("School").
- Parking spaces and driveways as designated by School Administration for drop off and pick up of daycare participants, as well as for daily parking for YMCA staff and visitors.
- A space on school property for a permanent daycare sign, with agreed upon location approved by the BOE (subject to the Berlin Planning and Zoning Regulations).
- An entrance way sign on school property for a permanent YMCA Childcare sign as well as an additional sign at the doorway entrance

Services to be provided by BOE/TOWN

- Janitorial services provided by the School. Including cleaning, trash removal, and re-stock of supplies such as toilet paper, paper towels, hand soap & trash bags, etc.
- Property management including snow removal and landscaping.
- Utilities including lights, heat, AC, phone, electricity, internet and water. Renovation of classrooms to include sinks and bathroom fixtures as specified by Health Dept., and State of Connecticut Office of Early Childhood connecting doorway between classrooms, and counters as necessary. **Such renovations (material and labor) are estimated to cost the not to exceed sum of ~~Two Hundred Fifty-Six Thousand Eight Hundred Eighty Dollars (\$256,880.00)~~ Two Hundred Eighty-Three Thousand Six Hundred Ninety-Two Dollars and Fifty Cents (\$283,692.50).** Actual costs to be paid by the TOWN upon completion and invoice pursuant to a Construction Agreement approved by the TOWN. The plans and specifications for necessary improvements will be provided and paid for by BOE and approved by the TOWN and YMCA. The YMCA shall deposit funds in the amount specified above with the TOWN upon request; and the Town shall appropriate such funds to pay for the renovations based upon the Construction Agreement. Any such funds not needed for completion of the renovations will be returned to the YMCA. **The YMCA's obligation to pay for the renovation costs and expenses incurred by the TOWN shall be absolute and shall survive the termination of this Agreement.** The obligations of the Town and the BOE to pay for any costs or expenses associated with the improvements/renovations shall be and is limited to the funds remitted by the YMCA.

Rental Fee and Consideration:

One Dollars (\$1.00) per annual Rental Period, plus the approved Lease for rental and use of the YMCA's property at 362 Main Street, Berlin CT for the Central Connecticut Transition Academy, pursuant the Commercial Lease Agreement executed by the parties herewith.

Insurance:

Policy Limits. YMCA shall obtain and keep in force, at its sole expense, the following insurance coverage:

- Commercial General Liability with a limit of not less than \$3,000,000.00 for bodily injury per person, per occurrence/\$5,000,000 aggregate and \$1,000,000.00 for property damage per occurrence/\$3,000,000 aggregate.
- Physical Abuse, Sexual Misconduct or Sexual Molestation with a limit of not less than \$3,000,000 per person, per occurrence/\$5,000,000 aggregate.
- Worker's Compensation with a limit of \$2,500,000 per accident.

The above limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits available for any one occurrence or accident be less than the amount required herein.

Minimum Requirements. It is expressly understood and agreed that the insurance coverages required herein (a) represent the BOE and the Town of Berlin's minimum requirements and are not to be construed to void or limit YMCA's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages YMCA should or should not maintain for its own protection; and (b) are being, or have been, obtained by YMCA in support of YMCA's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the YMCA, shall not be held to affect, negate or waive any of the provisions of this Agreement.

Additional Insured. The Town of Berlin and the BOE shall be added to the YMCA's insurance policies as named additional insureds on a primary and non-contributory basis and shall be notified in writing at least 60 days by the insurer prior to any policy cancellation or termination. If any additional insurance requirements are deemed to violate any law, the additional insured requirements shall be reformed to provide the maximum amount of protection to the Town of Berlin and the BOE as allowed under the law.

Deductibles. It is agreed that all insurance deductibles are the responsibility of the YMCA, including all claim handling and legal expenses.

Defense and Indemnification. The above insurance is required to defend and indemnify the BOE and Town of Berlin against any claim, suit, damages or loss to include financial loss occasioned by any property damage or physical injury relating to the YMCA's use of the Facilities.

YMCA shall attach to this Agreement a certificate(s) of insurance evidencing the insurance coverage required to be carried herein along with the additional insured status. In the event this insurance coverage is not obtained and kept in force, the BOE may immediately terminate this Agreement. The existence of the insurance described herein shall in no way be interpreted as relieving the YMCA of any responsibility or liability under this Agreement.

Insurer Qualifications. All insurance required to be maintained by the YMCA shall be issued by carriers having a Best's Rating of A- and admitted to conduct business in Connecticut.

Maintenance of Insurance. Failure of the Town of Berlin or the BOE to demand compliance with these insurance requirements or failure of the Town of Berlin or the BOE to identify a deficiency from evidence that it is provided shall not be construed as a waiver of the YMCA's obligation to main such insurance.

Exclusions/Restrictions. All exclusion or restrictions of coverage not found in standard policies must be clearly identified.

Waiver of Subrogation. All policies must include a Waiver of Subrogation whereby the insured waives the right to subrogate against the BOE, the Town of Berlin as well as their officers, members, agents and employees.

Indemnification.

To the fullest extent permitted by law, YMCA shall defend, indemnify, and hold harmless the BOE, the members of the BOE, the Town of Berlin, their respective officers, agents, and employees from and against any and all injuries, claims, demands, actions, causes of action, damages, penalties, costs, and other expenses, liabilities, interest, liens, judgments attorneys' fees and costs, incurred by any of them arising out of or relating to this Lease, including but not limited to the YMCA's use of the Facility, YMCA's failure to provide the daycare services contemplated and/or the conduct of YMCA employees, volunteers, agents or invitees and the cost of the renovations to be performed for the benefit of the YMCA.

To the fullest extent permitted by law, YMCA agrees to assume the defense of members of the BOE, the Town of Berlin, their respective officers, agents, and employees, in any claim, proceeding, lawsuit, and/or litigation arising out of any accident, incident, or occurrence that is caused by, connected with, arising out of, or relating to this Lease, including but not limited to the YMCA's use of the Facility, YMCA's failure to provide the daycare services contemplated and/or the conduct of YMCA employees, volunteers, agents or invitees.

YMCA agrees that the obligation to defend commences when a claim is made against members of the BOE, the Town of Berlin, their respective officers, agents, and employees, even if the YMCA disputes its obligation to indemnify and hold harmless. The party being defended shall have the right to choose its own counsel. YMCA agrees to pay for defense of members of the BOE, the Town of Berlin, their respective officers, agents, and employees, with counsel chosen by the party to be defended, upon demand.

The indemnity, hold harmless, and defense obligations set forth in this agreement shall cover any claim while this Agreement is in force, shall extend to such claims occurring after this Agreement expires or is otherwise terminated, and shall continue until such claim is adjudicated and any and all actions against the BOE, the Town of Berlin and/or their members, employees, agents and officers are settled, terminated, dismissed or concluded.

Third Party Waiver:

The YMCA shall also provide the BOE with evidence of written waiver from each daycare participant, including their respective parents and guardians, of any rights to take an action or claim against the Town of Berlin or the BOE for actions of the YMCA relating to the operation of the Facility.

Damage to Premises:

The YMCA agrees not to modify or change the Facility in any way without the written permission of the BOE and the Town, which consent is the sole discretion of the BOE and the Town. The YMCA agrees to keep the Facilities in good order and repair and in a clean condition while the YMCA has use of the Facility, and YMCA will immediately report to the BOE administration any and all damage to the Facility. The YMCA agrees to pay to the BOE on demand the cost of reasonable repairs to, or replacement of, the Facility or any part thereof.

Loss of Property:

The BOE accepts no responsibility for any property brought onto the Facility by the YMCA or by those present at the Facility in connection with YMCA's use of the Facility, and the BOE is hereby expressly relieved and discharged from any and all liability for any loss or, damage to, or destruction of such property.

Inspection of Premises:

The YMCA warrants that the YMCA has inspected the Facility prior to signing this Agreement and that such Facility are in good condition and are safe for YMCA's intended purpose. The BOE and Town make no representation or warranty as to the fitness or suitability of the Facility for the YMCA's purpose or use.

Removal of YMCA's Property:

The YMCA will remove from the Facility all items belonging to the YMCA or to those in or on the Facility in connection with YMCA's use of the Facilities immediately after YMCA's use of the Facilities terminates. Any such items, which are not so removed, will be removed at the discretion of the BOE, and any cost incurred thereby will be charged to and reimbursed by the YMCA.

School Regulations:

During YMCA's use of the Facility, the BOE and School Administration retain the right but not the obligation to direct the management and control of the Facility and the right to enforce all applicable rules, BOE policies, regulations, statutes, and ordinances. The YMCA agrees to

abide by all such rules, regulations, statutes, policies, and ordinances and agrees that the BOE's enforcement of such rules, regulations, statutes, policies, and ordinances will not give rise to any claims, for damages or otherwise, by the YMCA directly or indirectly resulting from such enforcement. The YMCA acknowledges that the YMCA has been given a copy of the BOE's rules and regulations that are applicable to the YMCA's use of the Facility (See Appendix A attached hereto). The YMCA agrees to participate in all school safety exercises and protocols and background checks of its personnel as required.

Supervision:

YMCA agrees that all persons in or on the Facility in connection with YMCA's use of the Facility shall be supervised at all times by appropriate YMCA representative(s) before, during, and after YMCA's use of the Facilities. YMCA shall be solely responsible for the supervision and conduct of all persons present at the Facility. YMCA will provide to the School Administration the name and telephone number of YMCA's representative(s) responsible for supervision prior to YMCA's use of the Facility. YMCA agrees that the supervision of any persons on or in the Facility in connection with YMCA's use of the Facility is not the responsibility or liability of the BOE or the Town. If the YMCA fails to supervise any persons in or on the Facility in connection with YMCA's use of the Facilities, the BOE may immediately terminate this Agreement.

Force Majeure:

If the BOE or YMCA is prevented from fulfilling its obligation under this Agreement due to an event of Force Majeure, the party so prevented will be relieved of its obligations under this Agreement without penalty for the period during which the Force Majeure event occurs. Events of Force Majeure include acts of God, labor disturbance, acts of the public enemy, sabotage, shortage of labor, material or fuel, war, insurrection, riot, fire, storm or flood, explosion, lightning, any other catastrophes, any failure or threat of failure of facilities, any law, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities after the date hereof, or any event beyond the control of either party hereto that prevents that party from performing an obligation hereunder despite its diligent and timely efforts to perform. Notice of an alleged force majeure event shall be provided by the party asserting the existence of same to the other parties within three (3) business days of the occurrence of the alleged force majeure event.

Safety and Security: The YMCA acknowledges that the Facility are located within an occupied public school. YMCA shall adhere to the safety and security requirements, procedures and protocol implemented by the BOE and the Town. YMCA shall be solely responsible for the safety and security of the daycare staff, participants and visitors. The YMCA acknowledges that public health, safety, and security are of the utmost importance in connection with its operation and use of the Facility. YMCA shall, at all times, implement and maintain commercially reasonable safety, health, and security protocol with respect to its use of the Facility, including implementing best practices as defined by the United States Centers for Disease Control and state and local public health agencies to avoid exposure to and protection against severe acute respiratory syndrome coronavirus 2 (SARSCoV-2) aka COVID-19. YMCA shall also take such actions as are necessary to protect the health, safety and security of the participants and guests at the Facility, including adherence to guidelines promulgated by the State of Connecticut.

Termination for Cause:

Either party may terminate this Agreement for cause upon providing notice of default to the party in default. If the default has not been cured within 30 days of the defaulting party receiving written notice of such default, the Agreement shall be deemed terminated and the YMCA shall vacate possession and cease use of the Facility without further demand.

“Default” shall mean the failure or non-compliance by either party to fulfill any obligation, term or condition of this Agreement by which the parties are bound. The Parties acknowledge that the YMCA is the landlord pursuant to a Lease with the BOE, dated as of August 25, 2021 for premises located at 362 Main Street, Berlin (“362 Lease”). In the event that the 362 Lease is terminated, the Town or BOE shall have the right to terminate this Lease upon one hundred and twenty (120) days advance written notice to the YMCA. If early termination occurs all parties agree to work in good faith to resolve concerns, issues and or disagreements.

Termination for Convenience.

The BOE or the Town may terminate this Agreement for convenience and without cause at any time upon 120 days written notice to the YMCA. If the YMCA has fully funded the renovation costs incurred by the Town, the BOE or the Town may not terminate this Agreement for convenience during the first three (3) years of the term. If the lease is terminated in less than 10 years the Town will reimburse the YMCA a proportional amount of the actual cost incurred by the YMCA (i.e., 10% of the cost for each year less than 10 years).

In the event there is a termination of this Agreement, the YMCA may not unilaterally terminate the Lease at 362 Main Street until the later of 120 days from the date of termination hereof or the end of the BOE’s current fiscal year. The parties hereto agree to work together in good faith at all times to negotiate and resolve any concerns, issues, or disagreements.

Assignment:

The parties hereto agree not so assign or sublease any interest in the premises or any duties or responsibilities contained herein without the express prior written consent of the other party.

Disputes:

The laws of the State of Connecticut shall govern the rights of the parties hereto and the construction of this Agreement and Connecticut shall be the sole situs for any action commenced. The parties hereto agree to waive any trial by jury. The parties also agree to forgo litigation of any disputes in favor of mediation and binding arbitration.

Severability and Waiver:

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

Notices:

All notices shall be addressed to the parties at the addresses set out herein and shall be sent via overnight mail service or registered mail (return receipt requested), and shall be considered as delivered when received in all cases.

For the Berlin Public Schools and the Board of Education:

Attn: Brian Benigni,
Superintendent 238 Kensington
Road, Berlin, CT 06037
Phone: 860-828-6581.

For the YMCA:

Attn: John Benigni, Chief Executive Officer
110 West Main Street, Meriden, CT 06450
Phone: 203-213-0823

For the Town of Berlin:

Attn: Arosha Jayawickrema, Town Manager
234 Kensington Road, Berlin, CT 06037
Phone: 860-828-7002

Complete Agreement:

This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. No modification of this Agreement shall be effective unless it is in writing and signed by the parties hereto, nor may the provisions of this clause be waived except by such a writing. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

I/We have read and agree to the terms of this Facility Use and Rental Agreement.

Berlin Board of Education

By: Brian Benigni

Title: Superintendent

Date:

Meriden-New Britain-Berlin YMCA

By: John Benigni

Title: CEO

Date:

TOWN OF BERLIN

By: Aroscha Jayawickrema

Title: Town Manager

Date:

Appendix A:

RULES GOVERNING USE OF SCHOOL FACILITIES

- a) Parking. All vehicles are to be parked ONLY in the main parking area or other designated areas. Vehicles should be unloaded in the parking lot with participants/attendees walking to the facility.
- b) Keys. Keys may be provided to a designated person in your group. In such event, keys must be returned to the person identified by the School Administration within a business day following the conclusion of your event. If keys are not so returned, you will be subject to a \$25 lost key fee.
- c) You must comply with all state and local fire, health, and safety laws.
- d) No alcoholic beverages of any kind may be consumed or possessed at any location within the Facility.
- e) The School is a smoke-free environment. Smoking or tobacco products of any kind are not allowed on campus at any time.
- f) School facility must be treated respectfully and must remain in their present condition, in a clean and neat condition.

SCHEDULE A

- RE: Facility Use and Rental Agreement between
Town of Berlin, Berlin Board of Education, and Meriden-New Britain-Berlin YMCA
- McGee Middle School
 - Hubbard Elementary School

SEE attached documents:


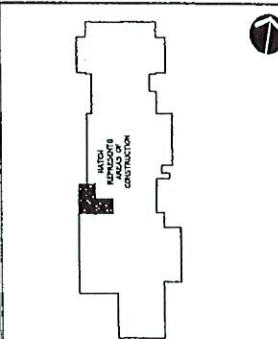
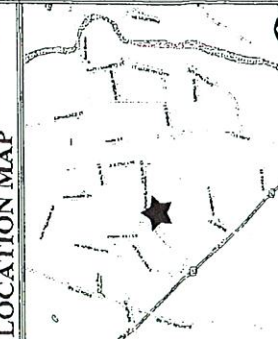
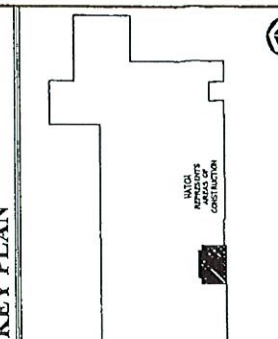
- YMCA DAY CARE FACILITIES, dated November 8, 2021 (cover sheet)
- MCGEE PARTIAL SECOND FLOOR PLAN, dated November 8, 2021
- HUBBARD PARTIAL FIRST FLOOR PLANS AND DETAIL, dated November 8, 2021
- INDEX: NEW YMCA DAY CARE FACILITIES
MCGEE MIDDLE SCHOOL & HUBBARD ELEMENTARY SCHOOL
BERLIN, CT
- LIST OF DRAWINGS: NEW YMCA DAY CARE FACILITIES
MCGEE MIDDLE SCHOOL & HUBBARD ELEMENTARY SCHOOL
BERLIN, CT

Bid documents are on file with the Town of Berlin

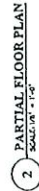
NEW YMCA DAY CARE FACILITIES AT THE McGEE MIDDLE SCHOOL & HUBBARD ELEMENTARY SCHOOL

899 NORTON ROAD
139 GROVE STREET
BERLIN, CONNECTICUT
EAST BERLIN, CONNECTICUT

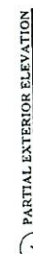
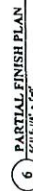
NOVEMBER 8, 2021

<p>McGEE MIDDLE SCHOOL</p> <p>LOCATION MAP</p>  <p>KEY PLAN</p> 	<p>LIST OF DRAWINGS</p> <p>COVER SHEET</p> <p>R-1 HUBBARD PARTIAL SECOND FLOOR CODE PLAN</p> <p>R-2 HUBBARD PARTIAL FIRST FLOOR CODE PLAN</p> <p>A-0 ARCHITECTURAL GENERAL NOTES</p> <p>A-1 HUBBARD PARTIAL SECOND FLOOR PLANS</p> <p>A-2 HUBBARD PARTIAL FIRST FLOOR PLANS AND DETAILS</p> <p>A-3 HUBBARD PARTIAL FIRST FLOOR PLANS AND DETAILS</p> <p>A-4 HUBBARD PARTIAL FIRST FLOOR PLANS AND DETAILS</p> <p>A-5 HUBBARD PARTIAL FIRST FLOOR PLANS AND DETAILS</p> <p>M-1 HUBBARD MECHANICAL PLANS</p> <p>M-2 HUBBARD MECHANICAL PLANS</p> <p>M-3 HUBBARD MECHANICAL PLANS</p> <p>FR-1 HUBBARD FIRE PROTECTION SECOND FLOOR PLANS</p> <p>FR-2 HUBBARD FIRE PROTECTION FIRST FLOOR PLANS</p> <p>FR-3 HUBBARD FIRE PROTECTION FIRST FLOOR PLANS</p> <p>PL-1 HUBBARD PLUMBING FIRST FLOOR PLANS</p> <p>PL-2 HUBBARD PLUMBING FIRST FLOOR PLANS</p> <p>PL-3 HUBBARD PLUMBING FIRST FLOOR PLANS</p> <p>PL-4 HUBBARD PLUMBING FIRST FLOOR PLANS</p> <p>E-1 HUBBARD ELECTRICAL FIRST FLOOR PLANS</p> <p>E-2 HUBBARD ELECTRICAL FIRST FLOOR PLANS</p> <p>E-3 HUBBARD ELECTRICAL FIRST FLOOR PLANS</p>	<p>ARCHITECT</p> <p>JHHL</p> <p>JACUNSKI HUMES ARCHITECTS, LLC 15 MASSRIO DRIVE, SUITE 101 BERLIN, CONNECTICUT 06037 TEL: 860-898-9221 FAX: 860-898-9223</p>
<p>HUBBARD ELEMENTARY SCHOOL</p> <p>LOCATION MAP</p>  <p>KEY PLAN</p> 	<p>CONSULTANTS</p> <p>M/E/P Engineers:</p> <p>RZ Design Associates, Inc. 730 Old Main Street, Suite 202 Rocky Hill, CT 06067 tel: (860) 436-4336 fax: (860) 436-4450</p>	<p>CONSULTANTS</p> <p>RZ Design Associates, Inc.</p>

PROJECT NO.	JG124	DRAWING NO.	A-1
SCALE	1/4" = 1'-0"	DATE	NOVEMBER 8, 2021



PROJECT NO.	J0126	DRAWING NO. A-3
SCALE	1/8" = 1'-0"	
DATE	NOVEMBER 9, 2001	

[illegible]

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NEW YMCA DAY CARE FACILITIES

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LIST OF DRAWINGS

NEW YMCA DAY CARE FACILITIES

McGEE MIDDLE SCHOOL &
HUBBARD ELEMENTARY SCHOOL
BERLIN, CT

<u>Drawing No.</u>	<u>Drawing Title</u>
Cover Sheet	
R-1	McGee Partial Second Floor Code Plan
R-2	Hubbard Partial First Floor Code Plan
A-0	Architectural General Notes
A-1	McGee Partial Second Floor Plans
A-2	McGee Partial Second Floor Plans and Details
A-3	Hubbard Partial First Floor Plans and Details
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A-5	Door and Window Elevations and Details
M-1	McGee Mechanical Plans
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M-3	McGee & Hubbard Mechanical Specifications
FP-1	McGee Fire Protection Second Floor Plan
FP-2	Hubbard Fire Protection First Floor Plan
FP-3	Fire Protection Specifications and Details
P-0	Plumbing Notes and Abbreviations
P-1	McGee PLUMBING FLOOR PLANS
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E-1	McGee Electrical Floor Plans
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Revisions Highlighted

FACILITY USE and RENTAL AGREEMENT

This Facility Use and Rental Agreement is entered into between the Town of Berlin, the Berlin Board of Education ("BOE") and Meriden-New Britain-Berlin YMCA ("YMCA").

This Agreement sets forth the terms and conditions under which certain areas of the **Hubbard Elementary School** facility will be occupied and used by the YMCA as tenant. This Agreement is effective upon the signature of all parties and terminates upon the expiration of the term unless terminated or renewed pursuant to the terms hereof.

Purpose of Use: Exclusively for YMCA Daycare operations

Location/Facilities: Hubbard Elementary School, 139 Grove Street, East Berlin CT
(Building and Site)

Rental Period Commences upon the substantial completion of improvements, including approved temporary improvements, as detailed in the plans and specifications for construction referenced in **Schedule A attached hereto**, and continues for a period of ten (10) years based upon a schedule to be provided, mutually agreed upon, and attached to the Agreement. The YMCA shall have the option to extend the rental period by up to five (5) years with written notice provided 120 days before the completion of the initial rental period.

Times of Operation: Limited to 6:30 AM to 6:30 PM during week days (M-F) on which the facility is open, including student vacation periods; except that evening access may be approved by the Superintendent, in writing, on a limited basis.

Occupancy: Maximum Estimate of 30 daycare participants plus 6 Office of Early Childhood Approved staff per week

Contact Name: John Benigni; Email: jbenigni@nbbymca.org

Mailing

Address: 110 West Main Street, Meriden, CT 06451

Phone #: (203) 235-6386

Facility to be Occupied and Used for Daycare (hereinafter "Facility")

- Classroom #S8 (approx. 1,040 sq. ft.) plus necessary common areas for access and egress.
- Sole use of small playground/blacktop area adjacent to the building (area to be mutually agreed upon) Age appropriate state inspected playground and play apparatuses installed by YMCA.
- Entrances and Exits to and from areas to be used as designated by School Administration ("School").
- Parking spaces and driveways as designated by School Administration for drop off and pick up of daycare participants, as well as for daily parking for YMCA staff and visitors.
- A space on school property for a permanent daycare sign, with agreed upon location approved by the BOE (subject to the Berlin Planning and Zoning Regulations).
- An entrance way sign on school property for a permanent YMCA Childcare sign as well as an additional sign at the doorway entrance.

Services to be provided by BOE/TOWN

- Janitorial services provided by the School. Including cleaning, trash removal, and restock of supplies such as toilet paper, paper towels, hand soap & trash bags, etc.
- Property management including snow removal and landscaping.
- Utilities including lights, heat, AC, phone, electricity, internet and water. Renovation of classrooms to include sinks and bathroom fixtures as specified by Health Dept., and State of Connecticut Office of Early Childhood connecting doorway between classrooms, and counters as necessary. Such renovations (material and labor) are estimated to cost the not to exceed sum of ~~Forty-Nine Thousand Seven Hundred Ninety Dollars (\$49,790.00)~~ Sixty-Two Thousand Seven Hundred and Forty-Eight Dollars (\$62,748).

Actual costs to be paid by the TOWN upon completion and invoice pursuant to a Construction Agreement approved by the TOWN. The plans and specifications for necessary improvements will be provided and paid for by BOE and approved by the TOWN and YMCA. The YMCA shall deposit funds in the amount specified above with the TOWN upon request; and the Town shall appropriate such funds to pay for the renovations based upon the Construction Agreement. Any such funds not needed for completion of the renovations will be returned to the YMCA. The YMCA's obligation to pay for the renovation costs and expenses incurred by the TOWN shall be absolute and shall survive the termination of this Agreement. The obligations of the Town and the BOE to pay for any costs or expenses associated with the improvements/renovations shall be and is limited to the funds remitted by the YMCA.

Rental Fee and Consideration:

One Dollars (\$1.00) per annual Rental Period, plus the approved Lease for rental and use of the YMCA's property at 362 Main Street, Berlin CT for the Central Connecticut Transition Academy, pursuant the Commercial Lease Agreement executed by the parties herewith.

Insurance:

Policy Limits. YMCA shall obtain and keep in force, at its sole expense, the following insurance coverage:

- Commercial General Liability with a limit of not less than \$3,000,000.00 for bodily injury per person, per occurrence/\$5,000,000 aggregate and \$1,000,000.00 for property damage per occurrence/\$3,000,000 aggregate.
- Physical Abuse, Sexual Misconduct or Sexual Molestation with a limit of not less than \$3,000,000 per person, per occurrence/\$5,000,000 aggregate.
- Worker's Compensation with a limit of \$2,500,000 per accident.

The above limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits available for any one occurrence or accident be less than the amount required herein.

Minimum Requirements. It is expressly understood and agreed that the insurance coverages required herein (a) represent the BOE and the Town of Berlin's minimum requirements and are not to be construed to void or limit YMCA's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages YMCA should or should not maintain for its own protection; and (b) are being, or have been, obtained by YMCA in support of YMCA's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the YMCA, shall not be held to affect, negate or waive any of the provisions of this Agreement.

Additional Insured. The Town of Berlin and the BOE shall be added to the YMCA's insurance policies as named additional insureds on a primary and non-contributory basis and shall be notified in writing at least 60 days by the insurer prior to any policy cancellation or termination. If any additional insurance requirements are deemed to violate any law, the additional insured requirements shall be reformed to provide the maximum amount of protection to the Town of Berlin and the BOE as allowed under the law.

Deductibles. It is agreed that all insurance deductibles are the responsibility of the YMCA, including all claim handling and legal expenses.

Defense and Indemnification. The above insurance is required to defend and indemnify the BOE and Town of Berlin against any claim, suit, damages or loss to include financial loss occasioned by any property damage or physical injury relating to the YMCA's use of the Facilities.

YMCA shall attach to this Agreement a certificate(s) of insurance evidencing the insurance coverage required to be carried herein along with the additional insured status. In the event this insurance coverage is not obtained and kept in force, the BOE may immediately terminate this Agreement. The existence of the insurance described herein shall in no way be interpreted as relieving the YMCA of any responsibility or liability under this Agreement.

Insurer Qualifications. All insurance required to be maintained by the YMCA shall be issued by carriers having a Best's Rating of A- and admitted to conduct business in Connecticut.

Maintenance of Insurance. Failure of the Town of Berlin or the BOE to demand compliance with these insurance requirements or failure of the Town of Berlin or the BOE to identify a deficiency from evidence that it is provided shall not be construed as a waiver of the YMCA's obligation to main such insurance.

Exclusions/Restrictions. All exclusion or restrictions of coverage not found in standard policies must be clearly identified.

Waiver of Subrogation. All policies must include a Waiver of Subrogation whereby the insured waives the right to subrogate against the BOE, the Town of Berlin as well as their officers, members, agents and employees.

Indemnification.

To the fullest extent permitted by law, YMCA shall defend, indemnify, and hold harmless the BOE, the members of the BOE, the Town of Berlin, their respective officers, agents, and employees from and against any and all injuries, claims, demands, actions, causes of action, damages, penalties, costs, and other expenses, liabilities, interest, liens, judgments attorneys' fees and costs, incurred by any of them arising out of or relating to this Lease, including but not limited to the YMCA's use of the Facility, YMCA's failure to provide the daycare services contemplated and/or the conduct of YMCA employees, volunteers, agents or invitees and the cost of the renovations to be performed for the benefit of the YMCA.

To the fullest extent permitted by law, YMCA agrees to assume the defense of members of the BOE, the Town of Berlin, their respective officers, agents, and employees, in any claim, proceeding, lawsuit, and/or litigation arising out of any accident, incident, or occurrence that is caused by, connected with, arising out of, or relating to this Lease, including but not limited to the YMCA's use of the Facility, YMCA's failure to provide the daycare services contemplated and/or the conduct of YMCA employees, volunteers, agents or invitees.

YMCA agrees that the obligation to defend commences when a claim is made against members of the BOE, the Town of Berlin, their respective officers, agents, and employees, even if the YMCA disputes its obligation to indemnify and hold harmless. The party being defended shall have the right to choose its own counsel. YMCA agrees to pay for defense of members of the BOE, the Town of Berlin, their respective officers, agents, and employees, with counsel chosen by the party to be defended, upon demand.

The indemnity, hold harmless, and defense obligations set forth in this agreement shall cover any claim while this Agreement is in force, shall extend to such claims occurring after this Agreement expires or is otherwise terminated, and shall continue until such claim is adjudicated and any and all actions against the BOE, the Town of Berlin and/or their members, employees, agents and officers are settled, terminated, dismissed or concluded.

Third Party Waiver:

The YMCA shall also provide the BOE with evidence of written waiver from each daycare participant, including their respective parents and guardians, of any rights to take an action or claim against the Town of Berlin or the BOE for actions of the YMCA relating to the operation of the Facility.

Damage to Premises:

The YMCA agrees not to modify or change the Facility in any way without the written permission of the BOE and the Town, which consent is the sole discretion of the BOE and the Town. The YMCA agrees to keep the Facilities in good order and repair and in a clean condition while the YMCA has use of the Facility, and YMCA will immediately report to the BOE administration any and all damage to the Facility. The YMCA agrees to pay to the BOE on demand the cost of reasonable repairs to, or replacement of, the Facility or any part thereof.

Loss of Property:

The BOE accepts no responsibility for any property brought onto the Facility by the YMCA or by those present at the Facility in connection with YMCA's use of the Facility, and the BOE is hereby expressly relieved and discharged from any and all liability for any loss or, damage to, or destruction of such property.

Inspection of Premises:

The YMCA warrants that the YMCA has inspected the Facility prior to signing this Agreement and that such Facility are in good condition and are safe for YMCA's intended purpose. The BOE and Town make no representation or warranty as to the fitness or suitability of the Facility for the YMCA's purpose or use.

Removal of YMCA's Property:

The YMCA will remove from the Facility all items belonging to the YMCA or to those in or on the Facility in connection with YMCA's use of the Facilities immediately after YMCA's use of the Facilities terminates. Any such items, which are not so removed, will be removed at the discretion of the BOE, and any cost incurred thereby will be charged to and reimbursed by the YMCA.

School Regulations:

During YMCA's use of the Facility, the BOE and School Administration retain the right but not the obligation to direct the management and control of the Facility and the right to enforce all applicable rules, BOE policies, regulations, statutes, and ordinances. The YMCA agrees to abide by all such rules, regulations, statutes, policies, and ordinances and agrees that the

BOE's enforcement of such rules, regulations, statutes, policies, and ordinances will not give rise to any claims, for damages or otherwise, by the YMCA directly or indirectly resulting from such enforcement. The YMCA acknowledges that the YMCA has been given a copy of the BOE's rules and regulations that are applicable to the YMCA's use of the Facility (See Appendix A attached hereto). The YMCA agrees to participate in all school safety exercises and protocols and background checks of its personnel as required.

Supervision:

YMCA agrees that all persons in or on the Facility in connection with YMCA's use of the Facility shall be supervised at all times by appropriate YMCA representative(s) before, during, and after YMCA's use of the Facilities. YMCA shall be solely responsible for the supervision and conduct of all persons present at the Facility. YMCA will provide to the School Administration the name and telephone number of YMCA's representative(s) responsible for supervision prior to YMCA's use of the Facility. YMCA agrees that the supervision of any persons on or in the Facility in connection with YMCA's use of the Facility is not the responsibility or liability of the BOE or the Town. If the YMCA fails to supervise any persons in or on the Facility in connection with YMCA's use of the Facilities, the BOE may immediately terminate this Agreement.

Force Majeure:

If the BOE or YMCA is prevented from fulfilling its obligation under this Agreement due to an event of Force Majeure, the party so prevented will be relieved of its obligations under this Agreement without penalty for the period during which the Force Majeure event occurs. Events of Force Majeure include acts of God, labor disturbance, acts of the public enemy, sabotage, shortage of labor, material or fuel, war, insurrection, riot, fire, storm or flood, explosion, lightning, any other catastrophes, any failure or threat of failure of facilities, any law, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities after the date hereof, or any event beyond the control of either party hereto that prevents that party from performing an obligation hereunder despite its diligent and timely efforts to perform. Notice of an alleged force majeure event shall be provided by the party asserting the existence of same to the other parties within three (3) business days of the occurrence of the alleged force majeure event.

Safety and Security: The YMCA acknowledges that the Facility are located within an occupied public school. YMCA shall adhere to the safety and security requirements, procedures and protocol implemented by the BOE and the Town. YMCA shall be solely responsible for the safety and security of the daycare staff, participants and visitors. The YMCA acknowledges that public health, safety, and security are of the utmost importance in connection with its operation and use of the Facility. YMCA shall, at all times, implement and maintain commercially reasonable safety, health, and security protocol with respect to its use of the Facility, including implementing best practices as defined by the United States Centers for Disease Control and state and local public health agencies to avoid exposure to and protection against severe acute respiratory syndrome coronavirus 2 (SARSCoV-2) aka COVID-19. YMCA shall also take such actions as are necessary to protect the health, safety and security of the participants and guests at the Facility, including adherence to guidelines promulgated by the State of Connecticut.

Termination for Cause:

Either party may terminate this Agreement for cause upon providing notice of default to the party in default. If the default has not been cured within 30 days of the defaulting party receiving written notice of such default, the Agreement shall be deemed terminated and the YMCA shall vacate possession and cease use of the Facility without further demand.

“Default” shall mean the failure or non-compliance by either party to fulfill any obligation, term or condition of this Agreement by which the parties are bound. The Parties acknowledge that the YMCA is the landlord pursuant to a Lease with the BOE, dated as of August 25, 2021 for premises located at 362 Main Street, Berlin (“362 Lease”). In the event that the 362 Lease is terminated, the Town or BOE shall have the right to terminate this Lease upon one hundred and twenty (120) days advance written notice to the YMCA. If early termination occurs all parties agree to work in good faith to resolve concerns, issues and or disagreements.

Termination for Convenience.

The BOE or the Town may terminate this Agreement for convenience and without cause at any time upon 120 days written notice to the YMCA. If the YMCA has fully funded the renovation costs incurred by the Town, the BOE or the Town may not terminate this Agreement for convenience during the first three (3) years of the term. If the lease is terminated in less than 10 years the Town will reimburse the YMCA a proportional amount of the actual cost incurred by the YMCA (i.e., 10% of the cost for each year less than 10 years).

In the event there is a termination of this Agreement, the YMCA may not unilaterally terminate the Lease at 362 Main Street until the later of 120 days from the date of termination hereof or the end of the BOE’s current fiscal year. The parties hereto agree to work together in good faith at all times to negotiate and resolve any concerns, issues, or disagreements.

Assignment:

The parties hereto agree not to assign or sublease any interest in the premises or any duties or responsibilities contained herein without the express prior written consent of the other party.

Disputes:

The laws of the State of Connecticut shall govern the rights of the parties hereto and the construction of this Agreement and Connecticut shall be the sole situs for any action commenced. The parties hereto agree to waive any trial by jury. The parties also agree to forgo litigation of any disputes in favor of mediation and binding arbitration.

Severability and Waiver:

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

Notices:

All notices shall be addressed to the parties at the addresses set out herein and shall be sent via overnight mail service or registered mail (return receipt requested), and shall be considered as delivered when received in all cases.

For the Berlin Public Schools and the Board of Education:

Attn: Brian Benigni,
Superintendent 238 Kensington
Road, Berlin, CT 06037
Phone: 860-828-6581.

For the YMCA:

Attn: John Benigni, Chief Executive Officer
110 West Main Street, Meriden, CT 06450
Phone: 203-213-0823

For the Town of Berlin:

Attn: Arosha Jayawickrema, Town Manager
234 Kensington Road, Berlin, CT 06037
Phone: 860-828-7002

Complete Agreement:

This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. No modification of this Agreement shall be effective unless it is in writing and signed by the parties hereto, nor may the provisions of this clause be waived except by such a writing. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

I/We have read and agree to the terms of this Facility Use and Rental Agreement.

Berlin Board of Education

By: Brian Benigni

Title: Superintendent

Date:

Meriden-New Britain-Berlin YMCA

By: John Benigni

Title: CEO

Date:

TOWN OF BERLIN

By: Aroscha Jayawickrema

Title: Town Manager

Date:

Appendix A:

RULES GOVERNING USE OF SCHOOL FACILITIES

- a) Parking. All vehicles are to be parked ONLY in the main parking area or other designated areas. Vehicles should be unloaded in the parking lot with participants/attendees walking to the facility.
- b) Keys. Keys may be provided to a designated person in your group. In such event, keys must be returned to the person identified by the School Administration within a business day following the conclusion of your event. If keys are not so returned, you will be subject to a \$25 lost key fee.
- c) You must comply with all state and local fire, health, and safety laws.
- d) No alcoholic beverages of any kind may be consumed or possessed at any location within the Facility.
- e) The School is a smoke-free environment. Smoking or tobacco products of any kind are not allowed on campus at any time.
- f) School facility must be treated respectfully and must remain in their present condition, in a clean and neat condition.

SCHEDULE A

RE: Facility Use and Rental Agreement between
Town of Berlin, Berlin Board of Education, and Meriden-New Britain-Berlin YMCA

- McGee Middle School
- Hubbard Elementary School

SEE attached documents:

- YMCA DAY CARE FACILITIES, dated November 8, 2021 (cover sheet)
- MCGEE PARTIAL SECOND FLOOR PLAN, dated November 8, 2021
- HUBBARD PARTIAL FIRST FLOOR PLANS AND DETAIL, dated November 8, 2021
- INDEX: NEW YMCA DAY CARE FACILITIES
MCGEE MIDDLE SCHOOL & HUBBARD ELEMENTARY SCHOOL
BERLIN, CT
- LIST OF DRAWINGS: NEW YMCA DAY CARE FACILITIES
MCGEE MIDDLE SCHOOL & HUBBARD ELEMENTARY SCHOOL
BERLIN, CT

Bid documents are on file with the Town of Berlin

NEW YMCA DAY CARE FACILITIES

AT THE

McGEE MIDDLE SCHOOL & HUBBARD ELEMENTARY SCHOOL

NOVEMBER 8, 2021

BERLIN, CONNECTICUT
EAST BERLIN, CONNECTICUT

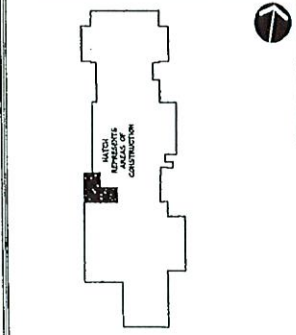
899 NORTON ROAD
139 GROVE STREET

McGEE MIDDLE SCHOOL

LOCATION MAP



KEY PLAN

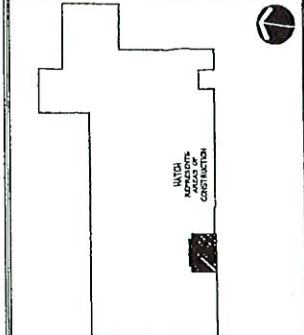


HUBBARD ELEMENTARY SCHOOL

LOCATION MAP



KEY PLAN



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R-2	HUBBARD PARTIAL FIRST FLOOR CODE PLAN
ARCHITECTURAL GENERAL NOTES	
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M-2	McGEE MECHANICAL PLANS
M-3	McGEE & HUBBARD MECHANICAL SPECIFICATIONS
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ARCHITECT



JACINSKI HUMES ARCHITECTS, LLC
15 MASSIMO DRIVE, SUITE 101
BERLIN, CONNECTICUT 06037
TEL: 860-898-9921 FAX: 860-898-9923

CONSULTANTS

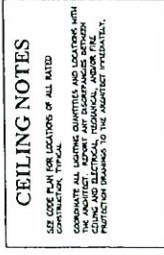
M / E / P Engineers:

RZ Design Associates, Inc.
750 Old Main Street, Suite 202
Rocky Hill, CT 06067
tel: (860) 436-4336
fax: (860) 436-4450



PARTIAL FLOOR PLAN

DATE	NO.	30706	DRAWING NO. A-3
SCALE		1/8" = 1'-0"	
DATE		NOVEMBER 8, 2021	



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FP-3	Fire Protection Specifications and Details
P-0	Plumbing Notes and Abbreviations
P-1	McGee PLUMBING FLOOR PLANS
P-2	Hubbard Plumbing First Floor Plans
P-3	Plumbing Schedules
P-4	Plumbing Specifications
E-0	Electrical Notes and Legend
E-1	McGee Electrical Floor Plans
E-2	Hubbard Electrical Floor Plans
E-3	Electrical Specifications

NEW YMCA DAY CARE FACILITIES
AT THE
McGEE MIDDLE SCHOOL,
HUBBARD ELEMENTARY SCHOOL
BERLIN, CONNECTICUT
Bid Opening December 21, 2021

Contractor	Combined Bid	McGee Single Project	Hubbard Single Project	Addendum #1	Addendum #2	Bid Bond
Mattern Construction, Inc.	\$506,355	\$401,624	\$114,715	X	X	X
Aresco Construction Company	\$325,000	\$244,900	\$87,900	X	X	X
Diversity Construction Group	\$373,400	\$300,000	\$160,000	X	X	X
J.A. Rosa Construction, LLC	\$528,334	\$362,832	\$165,502	X	X	X
Kronenberger & Sons Restoration, Inc.	\$376,800	\$282,400	\$108,000	X	X	X
Link General Contracting	\$269,000	\$227,000	\$42,000	X	X	X
Olympus Construction	\$442,800	\$326,000	\$132,000	X	X	X
Scope Construction	\$369,700	\$337,000	\$97,000	X	X	X
Tomlinson Hawley Patterson	\$492,426	\$361,226	\$131,200	X	X	X
Zeiss Construction Group	\$360,160	\$265,570	\$94,590	X	X	X
Mazzarella Builders, Inc.	\$369,925	\$296,950	\$72,975	X	X	X
Pioneer Builders of Newington, Inc.	\$388,750	\$298,740	\$97,112	X	X	X
The Nutmeg Companies, Inc.	\$525,000	\$397,000	\$163,000	X	X	X

L | I | N | K

General Contracting

Project: YMCA Daycare Facilities (McGee)
PCO #2 – Price Increases
3/23/22

Client: Town of Berlin
Attn: Al Jacunski

Project: YMCA Daycare Facilities
Address: McGee Elementary, Berlin, CT

Change Order Description: As requested by owner and as needed due to historic price escalation between the December 2021 bid date and the TBD contract date. This pricing is valid until 4/15/22 contract and/or NTP must be issued on or before that date.

Material/Contractor/Supplier Description	Unit	Bid Price	Price thru 4/15/22	NET Dif.
Asphalt Maintenance (paving)	lump sum	\$ 2350.00	\$3100.00	\$750.00
T&T Electrical	lump sum	\$ 33,167.00	\$38,142.00	\$4975.00
DDM Mechanical (hvac)	lump sum	\$ 46,000.00	\$52,550.00	\$6550.00
Torrco Supply (plumbing fixtures)	lump sum	\$ 8800.00	\$10050.00	\$1250.00
MB Plumbing	lump sum	\$ 25000.00	\$27650.00	\$2650.00
Capital Glass	lump sum	\$ 30000.00	\$34500.00	\$4500.00
Tull Brothers	lump sum	\$ 11300.00	\$15000.00	\$3700.00

SUB TOTAL \$ 24,375.00
Sub/Supplier Mark Up \$ 2,437.50
GRAND TOTAL \$ 26,812.50

Acceptance of this PCO adds 0 working days to the contract days.

Accepted by: _____

Date: _____

2 Tunxis Rd., Suite 203, Tariffville, CT 06081
P: 860-578-7225
Professional – Experienced – Safe
CT HIC #0656173
Major Contractor MCO#0904102
AA/EOE

RE: URGENT - YMCA Berlin Board of Ed.

Bruce Levi <blevi@chaseglass.com>

Mon 1/31/2022 9:12 AM

To: Luke Tillona <luke@linkgeneralcontracting.com>

Cc: Bruce Levi <blevi@chaseglass.com>

I can do it for \$37,000.00 50% deposit.

Do you want a price for non-thermally broken doors? Will be quicker and a little less expensive.

Bruce Levi

Chase Glass Company

73-75 James Street

East Hartford, CT 06108

O: 860-568-1600

F: 860-528-1400

FG-1 #36

McGee 30k
Hobbs dk

From: Luke Tillona <luke@linkgeneralcontracting.com>

Sent: Friday, January 28, 2022 4:11 PM

To: Bruce Levi <blevi@chaseglass.com>

Subject: Re: URGENT - YMCA Berlin Board of Ed.

From: Bruce Levi <blevi@chaseglass.com>

Sent: Friday, January 28, 2022 3:58:21 PM

To: Luke Tillona <luke@linkgeneralcontracting.com>

Subject: RE: URGENT - YMCA Berlin Board of Ed.

Bruce Levi

Chase Glass Company

73-75 James Street

East Hartford, CT 06108

O: 860-568-1600

F: 860-528-1400

FG-1 #36



Chase Glass Company, Inc.

CT License #36

Est. 1923

Phone: (860) 568-1600 Fax: (860) 528-1400

E-mail: bruce@chaseglass.com

PROPOSAL

TO: Luke DATE: 1/24/22
COMPANY: Link JOB: YMCA Berlin
FAX NUMBER: ADDRESS: Berlin, CT
PHONE: 860-595-3104

Total number of pages including cover sheet: 1

For the sum of: forty two thousand dollars (\$42,600.00) plus tax

To furnish and install three (3) thermally broken aluminum doors. Install aluminum door with side light at doors # 203 and #204 and remove window and install door # 102. New aluminum doors to be 2" thick, thermally broken, wide style complete with 3 butts, 12" bottom rail, tempered insulated glass, threshold and weathering. Panic hardware and closures to be furnished by others. Aluminum to match existing or painted as asked for. Glass to be clear tempered insulated. Delivery of doors is four to five months for thermally broken doors from Kawneer with hardware by others. Fire rated glass is NOT included in quote. You should buy these preglazed due to labor rates

Prevailing wage labor will be performed during standard weekday daytime hours.
Quote valid for fourteen (14) days.

After acceptance, the customer as signed below, hereby agrees to pay a nonrefundable deposit 50% of total amount prior to any material being ordered or work to commence. Unless prior arrangements have been agreed upon by Chase Glass Company Inc, remaining balance is to be paid in full, upon completion of work.

Accepted: _____

Date: _____ 20 _____

Sincerely,

Bruce Levi

Bruce Levi
Chase Glass Company Inc

NOTICE: In accordance with Connecticut General Statute Chapter 393 Sections 20-330 through 20-341, subsection (F), all persons engaged in flat glass and automotive glass work must be licensed. For more information regarding licensure and penalties for failure to comply. Visit DCP <https://www.cga.ct.gov/2013/rpt/2013-R-0272.htm>

T & T Electrical Contractor's, Inc.

*420 Windsor Street
Hartford, CT. 06120
(860) 296-6967
E-1, 185114
AA/EOE*

December 21, 2021

To whom it may concern,

RE: New YMCA Day Care Facilities – McGee MS & Hubbard ES, Berlin CT

T&T Electrical Contractor's, Inc. is pleased to provide a Proposal for the above referenced project. Quote is based on drawings by Jacunski Humes Architects, LLC and dated 11/8/21. T&T also received 2 addendums for this project.

Qualifications:

- 1. Demo existing light fixtures as denoted on E-1 Note #1.*
- 2. Relocate existing light fixture as denoted on E-1 note #2.*
- 3. Existing devices to remain as denoted on E-1 note #3.*
- 4. Demo existing device as denoted on E-1 note #4.*
- 5. Demo existing device & reinstall as denoted on E-1 note #5.*
- 6. Demo Existing ceiling projector and turn over to owner as denoted on E-1 note #6.*
- 7. Reinstall existing devices as denoted on E-1 Partial Plan.*
- 8. Purchase & install (4) new light fixtures and (4) wall occupancy sensors as denoted on E-1 Partial Plan.*
- 9. Wiring of (3) new GFI outlets as denoted on E-1 Partial Plan.*
- 10. Wiring of Ex-fan EF-1 (supplied & installed by others) as denoted on E-1 Partial Plan.*
- 11. Wiring of new duct detectors as denoted on E-1 Partial Plan. Includes testing & programming by a Fire Alarm Vendor.*
- 12. Demo Existing outlet as denoted on E-2 note #1*
- 13. Purchase & install (1) new light fixtures and (1) wall occupancy sensors as denoted on E-2 Partial Plan.*
- 14. Wiring of Ex-1 to lighting control as denoted on E-2 Partial Plan.*
- 15. Add (1) new Pull Station as denoted on E-2 Partial Plan.*
- 16. Include prevailing wages*

T&T's Combined McGee & Hubbard Quote: \$42,372.00

T&T's McGee Quote: \$33,167.00

T&T's Hubbard Quote: \$9,205.00

T & T Electrical Contractor's, Inc.

*420 Windsor Street
Hartford, CT. 06120
(860) 296-6967
E-1, 185114
AA/EOE*

Exceptions:

- *No roof penetrations for new EF-1. Penetration by others*
- *Exhaust fans Supplied & installed by others T&T to wire as denoted on drawing.*
- *No control wiring*
- *No new data lines re-install existing data cables in new locations*
- *No Dumpster or tipping fees*
- *No Trench or backfill*
- *No Cut, Patch or Paint.*
- *All work performed during normal hours no OT included.*
- *Carried State Education fees ONLY for Permit per addendum*
- *No Allowances*
- *No Bond*

Quote is good for 30 Days

Sincerely,

Ciro Parente

Ciro Parente

T & T Electrical Contractor's, Inc.

420 Windsor Street
Hartford, CT. 06120
(860) 296-6967
E-1, 185114
AA/EOE

March 14, 2022

To whom it may concern,

RE: New YMCA Day Care Facilities – McGee MS & Hubbard ES, Berlin CT

T&T Electrical Contractor's, Inc. is pleased to provide a Proposal for the above referenced project. Quote is based on drawings by Jacunski Humes Architects, LLC and dated 11/8/21. T&T also received 2 addendums for this project.

Qualifications:

1. Demo existing light fixtures as denoted on E-1 Note #1.
2. Relocate existing light fixture as denoted on E-1 note #2.
3. Existing devices to remain as denoted on E-1 note #3.
4. Demo existing device as denoted on E-1 note #4.
5. Demo existing device & reinstall as denoted on E-1 note #5.
6. Demo Existing ceiling projector and turn over to owner as denoted on E-1 note #6.
7. Reinstall existing devices as denoted on E-1 Partial Plan.
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10. Wiring of Ex-fan EF-1 (supplied & installed by others) as denoted on E-1 Partial Plan.
11. Wiring of new duct detectors as denoted on E-1 Partial Plan. Includes testing & programming by a Fire Alarm Vendor.
12. Demo Existing outlet as denoted on E-2 note #1
13. Purchase & install (1) new light fixtures and (1) wall occupancy sensors as denoted on E-2 Partial Plan.
14. Wiring of Ex-1 to lighting control as denoted on E-2 Partial Plan.
15. Add (1) new Pull Station as denoted on E-2 Partial Plan.
16. Include prevailing wages.
17. Proposal is good till 4/15/22 per email from Luke.

T&T's Combined McGee & Hubbard Quote: \$51,027.00

T&T's McGee Quote: \$38,142.00.00

T&T's Hubbard Quote: \$12,885.00

T & T Electrical Contractor's, Inc.

*420 Windsor Street
Hartford, CT. 06120
(860) 296-6967
E-1, 185114
AA/EOE*

Exceptions:

- *No roof penetrations for new EF-1. Penetration by others*
- *Exhaust fans Supplied & installed by others T&T to wire as denoted on drawing.*
- *No control wiring*
- *No new data lines re-install existing data cables in new locations*
- *No Dumpster or tipping fees*
- *No Trench or backfill*
- *No Cut, Patch or Paint.*
- *All work performed during normal hours no OT included.*
- *Carried State Education fees ONLY for Permit per addendum*
- *No Allowances*
- *No Bond*

Quote is good till 4/15/22

Sincerely,

Ciro Parente

Ciro Parente

TULL BROTHERS, Inc.
SINCE 1922 "THE FINISH HARDWARE PEOPLE"
P.O. BOX 189
ROCKY HILL, CONNECTICUT 06067
PHONE: (860)- 563-9328
FAX (860)- 563-1509

DATE:12/17/21

NO:205774

PROPOSAL AND CONTRACT

TO: GC Bidder
PHONE:
FAX:

JOB : YMCA Day Care McGee&Hubbard
LOCATION: Berlin, CT
CONTRACT DOCUMENTS:
DATE OF PLANS:11/08/2021
ADDENDUM: #1

ATTENTION: Estimating

Subject to the terms and conditions printed hereon, and on other pages hereof, we propose to furnish the following materials and services (hereinafter, called the "work"):

Hollow Metal Frames

McGee

7 Frames total. Single opening, Equal frame rabbet, 18 GA, Welded, CRS construction. Fire rating provided per opening schedule. (Ceco)

Hubbard

3 Frames total. Single opening, Equal frame rabbet, 18 GA, Welded, CRS construction. Fire rating provided per opening schedule. (Ceco)

Wood Doors:

Mcgee

7 Doors total, 3 Vision lite type, 4 Dutch door type, Plain Sliced Red Oak, Particle board core, 5 ply. Fire rating provided per opening schedule.

Hubbard

3 Doors total, 2 Vision lite type, 1 Dutch door type, Plain Sliced Red Oak, Particle board core, 5 ply. Fire rating provided per opening schedule.

Finish Hardware: Per spec 08 71 00 provided.

Hinges – McKinney

Continuous Hinges – Pemko

Key Control – Telkee systems

Flush bolts – Rockwood Manufacturing

Surface Closer – Norton PR7500

Door Control – Rixson

Kick plates, Door stops – Rockwood Manufacturing

Gasketing, Thresholds – Pemko Manufacturing.

Notes

Break out pricing

McGee \$15,000.00

Hubbard \$7000.00

ALL FOR THE SUM OF: 21580.00

TULL BROTHERS, Inc.
SINCE 1922 "THE FINISH HARDWARE PEOPLE"
P.O. BOX 189
ROCKY HILL, CONNECTICUT 06067
PHONE: (860)- 563-9328
FAX (860)- 563-1509

DATE:12/17/21

NO:205774

PROPOSAL AND CONTRACT

SALES TAX: Exempt
TERMS: NET 30 DAYS
QUOTED PRICES GOOD FOR
30 DAYS FROM PROPOSAL DATE

TULL BROTHERS, INC.
BY: Edward N. Allen
ACCEPTED BY:
BY: _____

State of Connecticut DAS Certified SBE (Small Business Enterprise)

All prices are quoted subject to the following:
Quoted prices DO NOT include applicable state and local taxes unless stated otherwise.
Acceptance within 30 days and credit approval by Tull Brothers, Inc. Credit Department.
Terms of Sale are NET 30 days from date of invoice.
Material will be billed proportionately as shipped with payment due when rendered
RETAINAGE is not acceptable.
All prices quoted are FOB factory with full freight allowed to the job site unless stated otherwise.
Common carrier shipments consigned to the customer become the property of the customer.
All claims for damage in transit must be filed by the customer.
Seller reserves the right to recover all costs of collection including reasonable attorney's fees.
Cost of job site handling, storage or protection is not included.

L | I | N | K

General Contracting

Project: YMCA Daycare Facilities (Hubbard)
PCO #2 – Price Increases
3/23/22

Client: Town of Berlin
Attn: Al Jacunski

Project: YMCA Daycare Facilities
Address: Hubbard Elementary, Berlin, CT

Change Order Description: As requested by owner and as needed due to historic price escalation between the December 2021 bid date and the TBD contract date. This pricing is valid until 4/15/22 contract and/or NTP must be issued on or before that date.

Material/Contractor/Supplier Description	Unit	Bid Price	Price thru 4/15/22	NET Dif.
Asphalt Maintenance (paving) - NONE	lump sum	\$ 0.00	\$0.00	\$0.00
T&T Electrical	lump sum	\$ 9,205.00	\$13,885.00	\$4680.00
DDM Mechanical (hvac)	lump sum	\$ 2,200.00	\$3,000.00	\$800.00
Torrco Supply (plumbing fixtures)	lump sum	\$ 3000.00	\$3750.00	\$750.00
MB Plumbing	lump sum	\$ 4750.00	\$6350.00	\$1600.00
Capital Glass	lump sum	\$ 6000.00	\$8100.00	\$2100.00
Tull Brothers	lump sum	\$ 5150.00	\$7000.00	\$1850.00

SUB TOTAL \$ 11,780.00
Sub/Supplier Mark Up \$ 1,178.00
GRAND TOTAL \$ 12,958.00

Acceptance of this PCO adds 0 working days to the contract days.

Accepted by: _____

Date: _____

2 Tunxis Rd., Suite 203, Tariffville, CT 06081
P: 860-578-7225
Professional – Experienced – Safe
CT HIC #0656173
Major Contractor MCO#0904102
AA/EOE

RE: URGENT - YMCA Berlin Board of Ed.

Bruce Levi <blevi@chaseglass.com>

Mon 1/31/2022 9:12 AM

To: Luke Tillona <luke@linkgeneralcontracting.com>

Cc: Bruce Levi <blevi@chaseglass.com>

I can do it for \$37,000.00 50% deposit.

Do you want a price for non-thermally broken doors? Will be quicker and a little less expensive.

Bruce Levi

Chase Glass Company

73-75 James Street

East Hartford, CT 06108

O: 860-568-1600

F: 860-528-1400

FG-1 #36

McGee 302
Hobb 02

From: Luke Tillona <luke@linkgeneralcontracting.com>

Sent: Friday, January 28, 2022 4:11 PM

To: Bruce Levi <blevi@chaseglass.com>

Subject: Re: URGENT - YMCA Berlin Board of Ed.

From: Bruce Levi <blevi@chaseglass.com>

Sent: Friday, January 28, 2022 3:58:21 PM

To: Luke Tillona <luke@linkgeneralcontracting.com>

Subject: RE: URGENT - YMCA Berlin Board of Ed.

Bruce Levi

Chase Glass Company

73-75 James Street

East Hartford, CT 06108

O: 860-568-1600

F: 860-528-1400

FG-1 #36



Chase Glass Company, Inc.

CT License #36

Est. 1923

Phone: (860) 568-1600 Fax: (860) 528-1400

E-mail: bruce@chaseglass.com

PROPOSAL

TO: Luke DATE: 1/24/22
COMPANY: Link JOB: YMCA Berlin
FAX NUMBER: ADDRESS: Berlin, CT
PHONE: 860-595-3104

Total number of pages including cover sheet: 1

For the sum of: forty two thousand dollars (\$42,600.00) plus tax

To furnish and install three (3) thermally broken aluminum doors. Install aluminum door with side light at doors # 203 and #204 and remove window and install door # 102. New aluminum doors to be 2" thick, thermally broken, wide style complete with 3 butts, 12" bottom rail, tempered insulated glass, threshold and weathering. Panic hardware and closures to be furnished by others. Aluminum to match existing or painted as asked for. Glass to be clear tempered insulated. Delivery of doors is four to five months for thermally broken doors from Kawneer with hardware by others. Fire rated glass is NOT included in quote. You should buy these preglazed due to labor rates

Prevailing wage labor will be performed during standard weekday daytime hours.
Quote valid for fourteen (14) days.

After acceptance, the customer as signed below, hereby agrees to pay a nonrefundable deposit 50% of total amount prior to any material being ordered or work to commence. Unless prior arrangements have been agreed upon by Chase Glass Company Inc, remaining balance is to be paid in full, upon completion of work.

Accepted: _____

Date: _____ 20 _____

Hobb: \$8,100
McGee: 34,500

Sincerely,

Bruce Levi

Bruce Levi
Chase Glass Company Inc

NOTICE: In accordance with Connecticut General Statute Chapter 393 Sections 20-330 through 20-341, subsection (F), all persons engaged in flat glass and automotive glass work must be licensed. For more information regarding licensure and penalties for failure to comply. Visit DCP <https://www.cga.ct.gov/2013/rpt/2013-R-0272.htm>

T & T Electrical Contractor's, Inc.

*420 Windsor Street
Hartford, CT. 06120
(860) 296-6967
E-1, 185114
AA/EOE*

December 21, 2021

To whom it may concern,

RE: New YMCA Day Care Facilities – McGee MS & Hubbard ES, Berlin CT

T&T Electrical Contractor's, Inc. is pleased to provide a Proposal for the above referenced project. Quote is based on drawings by Jacunski Humes Architects, LLC and dated 11/8/21. T&T also received 2 addendums for this project.

Qualifications:

- 1. Demo existing light fixtures as denoted on E-1 Note #1.*
- 2. Relocate existing light fixture as denoted on E-1 note #2.*
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- 6. Demo Existing ceiling projector and turn over to owner as denoted on E-1 note #6.*
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- 12. Demo Existing outlet as denoted on E-2 note #1*
- 13. Purchase & install (1) new light fixtures and (1) wall occupancy sensors as denoted on E-2 Partial Plan.*
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- 15. Add (1) new Pull Station as denoted on E-2 Partial Plan.*
- 16. Include prevailing wages*

T&T's Combined McGee & Hubbard Quote: \$42,372.00

T&T's McGee Quote: \$33,167.00

T&T's Hubbard Quote: \$9,205.00

T & T Electrical Contractor's, Inc.

*420 Windsor Street
Hartford, CT. 06120
(860) 296-6967
E-1, 185114
AA/EOE*

Exceptions:

- *No roof penetrations for new EF-1. Penetration by others*
- *Exhaust fans Supplied & installed by others T&T to wire as denoted on drawing.*
- *No control wiring*
- *No new data lines re-install existing data cables in new locations*
- *No Dumpster or tipping fees*
- *No Trench or backfill*
- *No Cut, Patch or Paint.*
- *All work performed during normal hours no OT included.*
- *Carried State Education fees ONLY for Permit per addendum*
- *No Allowances*
- *No Bond*

Quote is good for 30 Days

Sincerely,

Ciro Parente

Ciro Parente

T & T Electrical Contractor's, Inc.

420 Windsor Street
Hartford, CT. 06120
(860) 296-6967
E-1, 185114
AA/EOE

March 14, 2022

To whom it may concern,

RE: New YMCA Day Care Facilities – McGee MS & Hubbard ES, Berlin CT

T&T Electrical Contractor's, Inc. is pleased to provide a Proposal for the above referenced project. Quote is based on drawings by Jacunski Humes Architects, LLC and dated 11/8/21. T&T also received 2 addendums for this project.

Qualifications:

1. Demo existing light fixtures as denoted on E-1 Note #1.
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15. Add (1) new Pull Station as denoted on E-2 Partial Plan.
16. Include prevailing wages.
17. Proposal is good till 4/15/22 per email from Luke.

T&T's Combined McGee & Hubbard Quote: \$51,027.00

T&T's McGee Quote: \$38,142.00.00

T&T's Hubbard Quote: \$12,885.00

T & T Electrical Contractor's, Inc.

*420 Windsor Street
Hartford, CT. 06120
(860) 296-6967
E-1, 185114
AA/EOE*

Exceptions:

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- *All work performed during normal hours no OT included.*
- *Carried State Education fees ONLY for Permit per addendum*
- *No Allowances*
- *No Bond*

Quote is good till 4/15/22

Sincerely,

Ciro Parente

Ciro Parente

TULL BROTHERS, Inc.
SINCE 1922 "THE FINISH HARDWARE PEOPLE"
P.O. BOX 189
ROCKY HILL, CONNECTICUT 06067
PHONE: (860)- 563-9328
FAX (860)- 563-1509

DATE:12/17/21

NO:205774

PROPOSAL AND CONTRACT

TO: GC Bidder
PHONE:
FAX:

JOB : YMCA Day Care McGee&Hubbard
LOCATION: Berlin, CT
CONTRACT DOCUMENTS:
DATE OF PLANS:11/08/2021
ADDENDUM: #1

ATTENTION: Estimating

Subject to the terms and conditions printed hereon, and on other pages hereof, we propose to furnish the following materials and services (hereinafter, called the "work"):

Hollow Metal Frames

McGee

7 Frames total. Single opening, Equal frame rabbet, 18 GA, Welded, CRS construction. Fire rating provided per opening schedule. (Ceco)

Hubbard

3 Frames total. Single opening, Equal frame rabbet, 18 GA, Welded, CRS construction. Fire rating provided per opening schedule. (Ceco)

Wood Doors:

Mcgee

7 Doors total, 3 Vision lite type, 4 Dutch door type, Plain Sliced Red Oak, Particle board core, 5 ply. Fire rating provided per opening schedule.

Hubbard

3 Doors total, 2 Vision lite type, 1 Dutch door type, Plain Sliced Red Oak, Particle board core, 5 ply. Fire rating provided per opening schedule.

Finish Hardware: Per spec 08 71 00 provided.

Hinges – McKinney

Continuous Hinges – Pemko

Key Control – Telkee systems

Flush bolts – Rockwood Manufacturing

Surface Closer – Norton PR7500

Door Control – Rixson

Kick plates, Door stops – Rockwood Manufacturing

Gasketing, Thresholds – Pemko Manufacturing.

Notes

Break out pricing

McGee \$15,000.00

Hubbard \$7000.00

ALL FOR THE SUM OF: 21580.00

TULL BROTHERS, Inc.
SINCE 1922 "THE FINISH HARDWARE PEOPLE"
P.O. BOX 189
ROCKY HILL, CONNECTICUT 06067
PHONE: (860)- 563-9328
FAX (860)- 563-1509

DATE:12/17/21

NO:205774

PROPOSAL AND CONTRACT

SALES TAX: Exempt
TERMS: NET 30 DAYS
QUOTED PRICES GOOD FOR
30 DAYS FROM PROPOSAL DATE

TULL BROTHERS, INC.
BY: Edward N. Allen
ACCEPTED BY:
BY: _____

State of Connecticut DAS Certified SBE (Small Business Enterprise)

All prices are quoted subject to the following:
Quoted prices DO NOT include applicable state and local taxes unless stated otherwise.
Acceptance within 30 days and credit approval by Tull Brothers, Inc. Credit Department.
Terms of Sale are NET 30 days from date of invoice.
Material will be billed proportionately as shipped with payment due when rendered
RETAINAGE is not acceptable.
All prices quoted are FOB factory with full freight allowed to the job site unless stated otherwise.
Common carrier shipments consigned to the customer become the property of the customer.
All claims for damage in transit must be filed by the customer.
Seller reserves the right to recover all costs of collection including reasonable attorney's fees.
Cost of job site handling, storage or protection is not included.