

7/29/24

Dear Board of Selectmen,

Please review the attached scope of work and quote from MTS Builders for the work at the Bolton Center School. This proposed work was originally intended to be part of the larger project but with the way we have split up that larger project it would not be completed prior to the start of the school year.

John Butrymovich has solicited other quotes with no response to date. We have discussed the project at length and John met MTS Builders on site to go over the entire scope. We both feel that the cost is appropriate for the work being performed.

I have spoken with Mr. Bugnacki by phone and informed him that there would need to be some edits to the contract and payment schedule which he found acceptable. I also asked if he could complete the work by the end of August and he replied that barring any unforeseen difficulties it should not be an issue. The one thing we are uncertain of is if the windows will come in prior to the start of school. They have about a three-week lead time.

If the Board agrees with John and I we would ask the Board to consider waiving the bid requirement due to time constraints and lack of timely responses from other vendors.

Thank you,

Jim Rupert

MTS Builders Inc.
9 Abbe Road
Manchester, CT 06043
(860) 798-5609 Cell
(860) 798-0144 Office
Bugnacki@aol.com

CT Registration # HIC 0536495
CT Registration #NHC0001077

CONTRACT FOR DEMOLITION OF GREEN HOUSE
AND
RECONSTRUCTION WORK AT BOLTON CENTER SCHOOL
LOCATED AT #108 NOTCH ROAD
BOLTON, CT 06043

Page 1 of 5

This agreement made entered into this day the _____ of July 2024 by and between MTS Builders Inc., a Connecticut Corporation acting herein by Michael Bugnacki duly authorized (hereinafter referred to as “Builder”) and Town of Bolton, CT hereinafter referred to as “Buyer’s”:

1.) In consideration of the payments recited below and in further consideration of the mutual promises of parties hereto, Builder agrees to build and Buyer’s agrees to pay for the demolition of Green House structure on the school building locate at #108 Notch Road, Bolton, CT 06043 and construction of a new wall in place of the Green House. The new wall will have a window unit approximately 15 feet long and 4 feet 6 inches high. The wall consisting of steel studs, dense glass sheathing, brick and block to match existing as close as possible. The interior will have insulation and painted drywall finish, vinyl baseboard and vinyl flooring to match existing as close as possible, A copy of the plan is attached hereto and made a part hereof and marked as Exhibit 1. The Builder shall construct in accordance with plans, specifications, and drawings attached hereto and made a part hereof and in accordance with all applicable building codes. The land cost for 108 Notch Road, Bolton, CT 06043 IS NOT INCLUDED in the Purchase Price.

2.) PURCHASE PRICE & PAYMENT SCHEDULE: The total price to be paid for the purchase of construction of the home as referenced above is payable as hereinafter is as follows:

\$ 87,500.00 Total Price (land cost is not included)

\$ 10,500.00 Deposit due at signing of contract.

\$ 77,500.00 Due for construction of house to paid on a draw basis as construction progress per Schedule A

It is hereby agreed that in the event the Buyers desire any alterations, additions, modifications or changes in the construction of said house other than listed above, the Buyers and Builder shall agree to the scope of said alterations, additions, modifications or changes and shall submit and execute the same in writing before it shall become effective. Changes made in some cases may add to the time to complete construction. When this occurs, the additional time required will be noted in the written change order. All changes are subject to additional fifteen percent (15%) charge for administrative and supervision costs.

It is hereby agreed that should the Buyers choose a vender other than those approved by MTS Builders, the Buyers will be responsible for payment to those venders (to be reimbursed the amount of the appropriate allowance at the time of closing) and shall be responsible for the quality of the material and labor supplied

Buyers agree to make siding, shutters, and roofing color selections within four weeks after the issuance of the building permit. Buyers further agree to make all plumbing fixture, electrical fixtures, cabinet, granite, appliance, and flooring selections within eight weeks after issuance of the building permit. Buyers agree that if all selections are not made within such time frames that the time delayed may at Builder’s discretion be added to the time to complete construction. Time is of the essence in making decisions for selections.

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3.) START DATE AND FINISH DATE: Builder will supply Buyers with executed lien waivers as payments are made by the Buyers and a permanent certificate of occupancy on or before 60 days from receiving permit, this is the construction completion and/or finish date. Builder will start the project _____, this is the start date.

4.) OCCUPANCY: Possession and occupancy of said premises shall be given to Buyers on the date of finish and only after Builder is paid in full for such property.

5.) INSURANCE & RISK OF LOSS: Risk of loss or damage to the premise from any cause shall remain with Buyer. Buyer shall, to the fullest extent of the law, indemnify and save harmless the Builder from any and all injury or damage arising out of contract. Further, Builder will add Buyers as an additional insured under the Builder's Liability insurance policy and will provide evidence of Liability and Workers Compensation insurance to the Buyers prior to the commencement of any work on the property. Builder will in turn require both Liability and Workers Compensation insurance for all sub-contractors and will collect and maintain certificates of insurance from all sub-contractors throughout the duration of the project.

6.) REALTOR'S COMMISSION: None

7.) DEPOSIT: The parties agree that all deposits made hereunder shall be at the disposal of Builder and are non-refundable after start of construction provided that the builder is not in default under this agreement.

8.) BUILDER'S UNDERTAKINGS: In consideration of the total price to be paid by Buyers to Builder as recited above, Builder agrees to construct upon subject premises, in a workmanlike manner and in accordance with all applicable building codes, the structures and other appurtenances, if any, described in the plans and specifications attached hereto and made a part hereof. Builder shall be responsible for procuring all necessary equipment and machinery and providing all other labor, materials and other items necessary to construct said improvements per the aforementioned plans and specifications and in compliance with all applicable state and local laws and regulations. Except blasting, rock hammering, roc removal, fill material; this would be done at an additional cost.

9.) DEFAULT BY BUYER; LIQUIDATED DAMAGES: If Buyers shall fail to make the several payments, or any of them as herein provided, and provided Builder is not in default under this Agreement, Buyers shall forfeit, as liquidated damages, all sums paid in pursuance of this Agreement and any other remedies allowed by law.

10.) HEIRS AND ASSIGNS, ETC.: This Agreement shall bind and insure to the benefit of the parties hereto, their respective heirs, successors, administrators, executor and assigns

11.) WARRANTY: Buyers and Builder agree that the statutory one (1) year new home warranty relating to the dwelling to be constructed by Builder shall commence upon the date the certificate of occupancy is issued or when final payment is made, whichever shall first occur. Said warranty is effective only on that portion of the improvements constructed by the Builder (its agents, subcontractors and/or servants) and if any damage is a result of work done by the Buyer, it shall not be under warranty. Any warranty for any components made by manufacturers or subcontractors shall extend to Buyer.

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12.) CAPTIONS: The captions herein are inserted only as a matter of convenience and for reference and in no way define the scope of this Agreement of the intent of any provisions hereof.

13.) ARBITRATION: No civil action concerning any dispute arising under this agreement shall be instituted before any court and all such disputes shall be submitted to final and binding arbitration under the auspices of the American Arbitration Association. Such arbitration shall be conducted in accordance with the rules of such association before a single arbitrator. Therefore, in addition to any award of damages, any such award shall, if the party entitled to the same demands it, grant specific performance of this agreement. All costs and expenses of the arbitration, including actual attorney's fees, shall be allocated among the parties according to the arbitrator's discretion. The arbitrator's award resulting from such arbitration may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly.

14.) LEGAL ACTION: In the event the Buyer fails to make any payments due Builder under this agreement within seven (7) days after the same is due, the Buyer shall be considered to be in default under this agreement. The Buyer agrees to pay the Builder interest on all sums past due at the rate of one and one-half (1 ½) percent per month (18% annum). In the event legal action, including arbitration and further proceedings after arbitration, is required to effect collection of any sum due and payable under the terms and conditions of this agreement, the Buyers shall be responsible for all reasonable attorney's fees and costs in connection with the action taken to effect such collection.

15.) MERGER CLAUSE: It is the intent of the parties that this Agreement is considered an integration of all agreements and negotiations of the parties to date and shall constitute a complete and final expression, to date, of the Agreement between said Buyers and Builder. This Agreement consists of a 3 page contract, 1 page Specifications, 1 schedule A, final working plans (attached hereto) and a Notice of Cancellation form.

16) As defined under Connecticut state law, if we do not perform a "substantial portion" of the contract work within 30 days of the start date, then you may request in writing the return of your deposit. The start date for building your new home will _____.

DATED: _____.

MICHAEL BUGNACKI
MTS BUILDERS, INC,

TOWN OF BOLTON OFFICIAL

MTS BUILDERS INC.
RECONSTRUCTION WORK AT BOLTON CENTER SCHOOL
LOCATED AT #108 NOTCH ROAD
BOLTON, CT 06043

1. PLANS AND PERMITS:
 - a. Plans to be provided by Builder if necessary
 - b. Standard building permits costs are to be waived.

2. DEMOLITION:
Remove and dispose of existing Green House structure including foundation, floor and sidewalk

3. FRAMING
Frame new wall using metal studs and dense glass sheathing

4. SIDING
Brick and block to match existing as close as possible

5. WINDOW:
One window unit 15 feet long and four foot high six inches to match existing as close as possible

6. ELECTRICAL:
Electrical outlets to code

7. INSULATION:
Standard wall insulation

8. DRYWALL:
5/8 Drywall taped and finished on new wall only

9. PAINT:
Paint new drywall to match existing as close as possible

10. FLOORING AND BASE TRIM:
New vinyl flooring and base trim in area as necessary match Existing as close possible

13. RAILING:
Cut existing railing and reinstall by welding to block end of sidewalk

10. LANDSCAPING:
Final grading and spreading of topsoil.
Rake and seed disturbed areas.

11. INTERIOR CLEANING:
Broom Clean

12. DUMPSTER:
Remove all trash from construction

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PAYMENT SCHEDULE A
TBD

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NOTICE OF CANCELLATION

JULY ____ 2024

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO MTS BUILDERS AT #9 ABBE ROAD NOT LATER THAN MIDNIGHT JULY ____ 2024

I HEREBY CANCEL THIS TRANSACTION.

_____ JULY 2024

BUYERS SIGNATURE