

CT Management Group, LLC

Clock Tower Business Center
75 South Church Street, Pittsfield, MA 01201

June 1, 2021

Berkshire Regional Planning Commission
1 Fenn Street
Pittsfield, MA 01201

Subject: **BRPC Request for Proposal for Office Space**

We are pleased to provide several proposals for your space needs as follows:

1. **Option #1: 100 North Street.** This proposal involves leasing the entire third floor to BCRCP subject to relocation of the several small tenants within the property. The entire floor is 5,900 useable SF but additional space for offices, storage and related uses are available on other floors.

Additional information for Option #1.

Parking: available in the amount required by the RFP at the McKay Street garage and surface lot, the First Street surface lot, and North Street.

Private Parking: the proposer will assign three reserved spaces at its Fenn Street lot at no charge.

Additional space: There is a large ground level conference room that can be made available and shared with Downtown, Inc.

Additional space: There are other available spaces in the building for small conference rooms, file storage, or office expansion.

Dumpster: There is a Landlord operated dumpster on the adjacent property.

Bike Rack: A bike rack can be located on the Dunham Mall adjacent to the building.

HVAC: the building has a modern, efficient water source heat pump system with five to six zones per floor and will have an expanded HRV fresh air system as needed to accommodate the new floor plan.

Roofing: A new TPO roof was installed in 2014.

Owner: Scarafoni Associates Nominee Trust.

2. **Option #2: Building 12 Third Floor Clock Tower Business Center.** This proposal involves subdividing 15,000 SF on the third floor as needed to meet the floor plan requirements and leaving space for potential expansion and additional tenants in this location.
3. **Option # 3: Building 5 Third Floor Clock Tower Business Center.** This proposal involves leasing the third floor of building 5 plus adding additional space that is adjacent in building 5, 7

and building 12 as needed to achieve the required amount of space and leaving space for potential expansion.

Additional information for Options #2 and #3.

Parking: The Clock Tower Business Center has a large free parking lot for employees and customers with approximately 500 parking spaces, some of which are reserved.

Additional space: There is a coworking center on the sixth floor of building 12 that has a shared conference room, open space, kitchen, and frequently small offices for lease. Use of these areas are available for scheduled use at no additional charge. The property consists of approximately 200,000 sf of office so there are frequently spaces available for existing tenants to expand.

Dumpster: there is a large central trash facility on the property.

Bike Rack: there is a common plaza near the entrance with a bike rack.

Open Space: There is a large outdoor plaza near the entrance with table and chairs for seating.

On site deli: There is an on-site deli that serves tenants and visitors.

HVAC: The building has a large water source heat pump system and fresh air system monitored and controlled by an energy management system.

General: The building is listed on the National Register of Historic Places.

Owner: Clock Tower, Partners, LLC

We look forward to reviewing these proposals with BRPC on site. Bradley Architects has plans for both properties and is available to provide more detailed floor plan information at any time.

David G. Carver

Partner, CT Management Group, LLC (Property Manager)

Trustee, Scarafoni Associates Nominee Trust (Owner, 100 North Street)

Manager, Clock Tower Partners, LLC (Clock Tower Business Center)

6. FORM FOR GENERAL PROPOSAL

TO: The Berkshire Regional Planning Commission (**BRPC**), acting through its Executive Director, who constitutes the Awarding Authority

FROM:

Clock Tower Partners, LLC

PROPOSER COMPANY NAME

75 South Church Street, Suite 404

ADDRESS

www.ctmanagementgroup.com

WEB ADDRESS IF AVAILABLE

David Carver/ 413-884-4939 / dcarver@scarafoniassociates.com

CONTACT PERSON / PHONE / EMAIL

6.01 **SERVICES PROVIDED:** The undersigned proposes to furnish all services in accordance with the specifications and contract with the **BRPC** for:

LEASE FOR BRPC OFFICE SPACE

4.18 **NOTICES AND ADDENDA:** The undersigned agrees that the following notices and/or addenda, which have been issued during the proposing period, have been received and have been considered both before and in the preparation of this Proposal. The Proposer further understands that failure to acknowledge any addenda will be sufficient basis for rejection of the Proposal.

ADDENDUM	DATE RECEIVED

6.03 The undersigned hereby certifies that the Proposer can furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that the Proposer will fully comply with all laws and regulations applicable to awards subject to M.G.L. 149 §44A.

6.04 **FAIR PROPOSAL:** The undersigned also certifies, under penalties of perjury, that this proposal is in all respects fair, **bona fide**, and made without collusion or fraud with any other person. For the purposes of this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

6.05 **SIGNATURE FOR PROPOSAL:**

PROPOSER COMPANY NAME

SUBMITTED BY David Carver

NAME AND TITLE

DATE 6/1/2021

6.06 FULL NAMES AND RESIDENCES OF PERSONS INTERESTED IN THE FOREGOING PROPOSAL: Give first and last name in full. In case of corporations give corporate name and names of current President, Treasurer, and Manager. In the case of firms five names of the individual member.

1. If a Proprietorship

Name of Owner _____
 Business Address _____
 Street _____
 Town / City _____
 Telephone _____
 Fax _____
 e-mail _____
 Home Address _____
 Street _____
 Town / City _____
 Telephone _____

2. If a Partnership

Give full names and addresses of all partners.

Name of Business Clock Tower Partners, LLC
 Business Address _____
 Street 75 South Church Street, Suite 404
 Town / City Pittsfield, MA 01201
 Telephone 413-664-4539
 Fax _____
 e-mail dcarver@scarafoniassociates.com

Full Name	Address
David Carver	
Wende Carver	

3. If a Corporation

Full Legal Name _____

State of Incorporation: _____

Massachusetts Qualified Yes _____ No _____

Principal Place of Business

Street _____

Town / City _____

Telephone _____

Fax _____

e-mail _____

Massachusetts Place of
Business

Street _____

Town / City _____

Telephone _____

Fax _____

e-mail _____

Presidents Name:

Treasurer's Name:

Manager's Name:

6.07 AFFIDAVIT OF COMPLIANCE

Massachusetts Corporation

Foreign Corporation

Non-profit Corporation

I, David Carver, President of Clock Tower Partners, LLC (Name of Company) whose principal office is located at 75 South Church Street, Suite 404 do hereby certify that the above named corporation has filed with the State Secretary all certificates and annual reports required by M.G.L. Chapter 156B §109 and by Chapter 181 §4.

Signed under penalties of perjury this _____ day of _____, _____.

Signature and title of responsible company officer:

Corporate Seal (affix below)

6.08 ATTESTATION OF TAXES

Chapter 223, §35-36 of the Acts and Resolves of 1983 enacted the Revenue Enforcement and Protection Program and became effective July 1, 1983. One aspect of the law requires that the providers of goods and services must attest, under the penalties of perjury, that they are in compliance with all laws of the Commonwealth of Massachusetts relating to taxes.

To comply with this requirement, the Attestation of Taxes must be signed and submitted with the Proposal to the Awarding Authority.

Any person failing to sign the Attestation of Taxes shall not be allowed to obtain, renew, or extend a license, permit, or public contract.

PURSUANT TO M.G.L. CHAPTER 62C, §49A, I HEREBY CERTIFY, UNDER THE PENALTIES OF PERJURY, THAT I, TO THE BEST OF MY KNOWLEDGE AND BELIEF, HAVE FILED ALL STATE TAX RETURNS AND PAID ALL STATE TAXES AS REQUIRED BY LAW.

Signed under penalties of perjury this _____ day of _____, _____.

Signature and title of responsible company officer:

Corporate Seal (affix below)

6.09 NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of Massachusetts County of Berkshire County

_____, being first duly sworn hereby states unequivocally that:

1. He/She/They is _____ (name) of _____ (firm), the Proposer that has submitted this Proposal,
2. He/She/They is fully informed respecting the preparation and contents of this Proposal and of all pertinent circumstances respecting such Proposal.
3. Such Proposal is genuine and is not a collusive or sham Proposal.
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, or connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with this Contract for which this Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in this Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the **BRPC** or any other person interested in the proposed Contract, and;
5. The price or prices quoted in the attached Proposal are fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

(Date) _____

6.10 INSURANCE REQUIREMENTS

1. Workmen's Compensation Insurance

Workmen's Compensation Insurance must be provided at the Contractor / Successful Proposer's expense in accordance with the provisions of M.G.L. Chapter 149 §36A. The Contractor / Successful Proposer shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. Chapter 152 §25C, as amended, to all persons to be employed under the contract, and the Contractor/Successful Proposer shall continue such insurance in full force and effect during the term of the contract. Proof of compliance with the aforesaid stipulations shall be furnished to the Executive Director when requested and prior to the award of this contract by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth. Any cancellation of such insurance whether by the insurer or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the Executive Director at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.

2. Contractor/Successful Proposer's Liability and Property Damage Liability Insurance

The Contractor/Successful Proposer shall take out and maintain at his own expense during the life of this contract, with respect to the operations he performs, regular Contractor/Successful Proposer's Public Liability Insurance providing for a limit of not less than the amount named in the following table for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of the amount named in the following table for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence, and regular Contractor/Successful Proposer's Property Damage Liability Insurance providing for a limit of not less than the amount named in the table for all damages arising out of injury to or destruction of property on any one occurrence.

LIABILITY AND PROPERTY DAMAGE REQUIREMENTS

Bodily Injury	Property Damage		
Each person	Each occurrence	Each occurrence	Aggregate
\$500,000	\$1,000,000	\$500,000	\$1,000,000

3. Vehicle Liability Insurance

The Contractor/Successful Proposer shall take out and maintain at his/her/their own expense during the life of this contract, vehicle liability insurance in an amount not less than the compulsory coverage required in the Commonwealth of Massachusetts.

Notes –

CT Management Group, LLC

Clock Tower Business Center
75 South Church Street, Pittsfield, MA 01201

June 1, 2021

Berkshire Regional Planning Commission
1 Fenn Street
Pittsfield, MA 01201

Subject: PRICE PROPOSAL FOR BRPC OFFICE SPACE LEASE PROPOSALS

We are pleased to provide several price proposals for your space needs as follows:

All Options identified in the bid summary (1,2 & 3) are priced at the same rate per square foot flat rate over the term and includes all utilities and renovations. It does not include the cost of janitorial or internet service.

3 year lease: \$28.00 PSF

4 year lease: \$25.00 PSF

5 year lease: \$22.00 PSF

Note 1: Any extensions shall be adjusted by the change in the CPI over the previous term.

Note 2: In-office janitorial services can be provided at a cost of \$2.25 PSF of leased space for the initial term and adjusted by the CPI in any additional terms.

Note 3: Due to the way utility services are designed HVAC and electricity is included in these proposals.

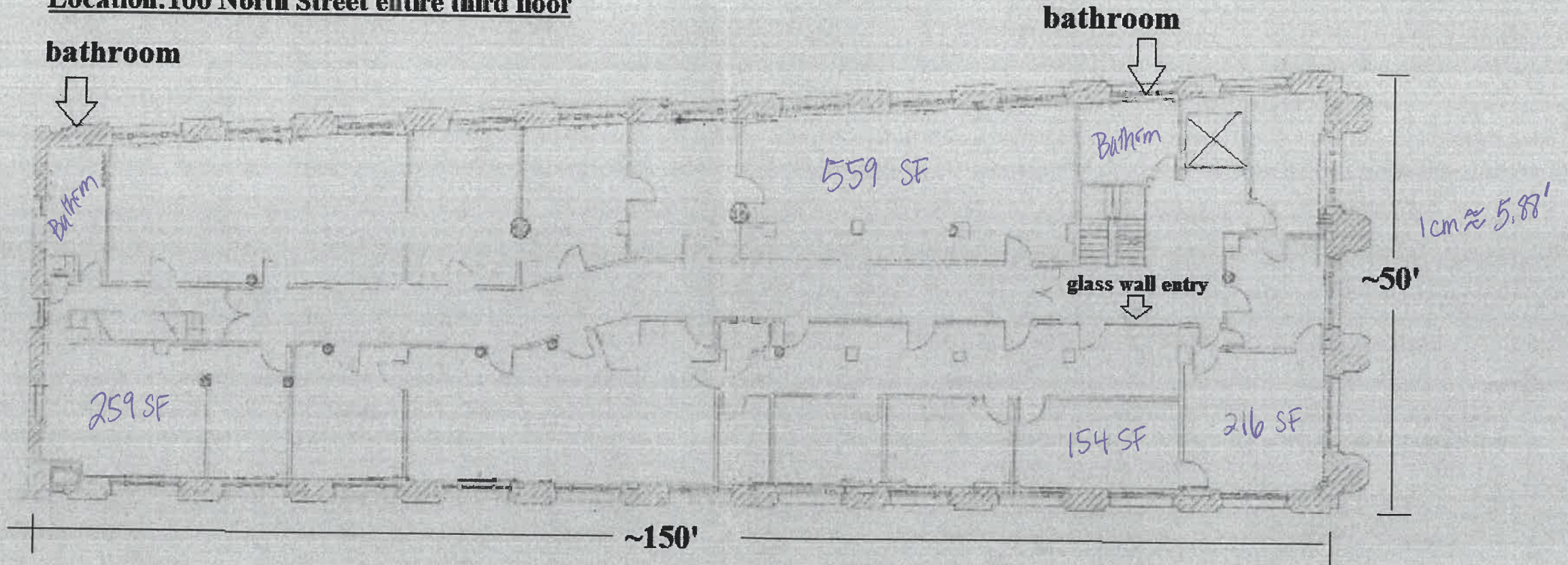
We look forward to reviewing these proposals with BRPC on site. Bradley Architects has plans for both properties and is available to provide more detailed floor plan information at any time.

David G. Carver
Manager

Option 1

BRPC Proposal

Location: 100 North Street entire third floor



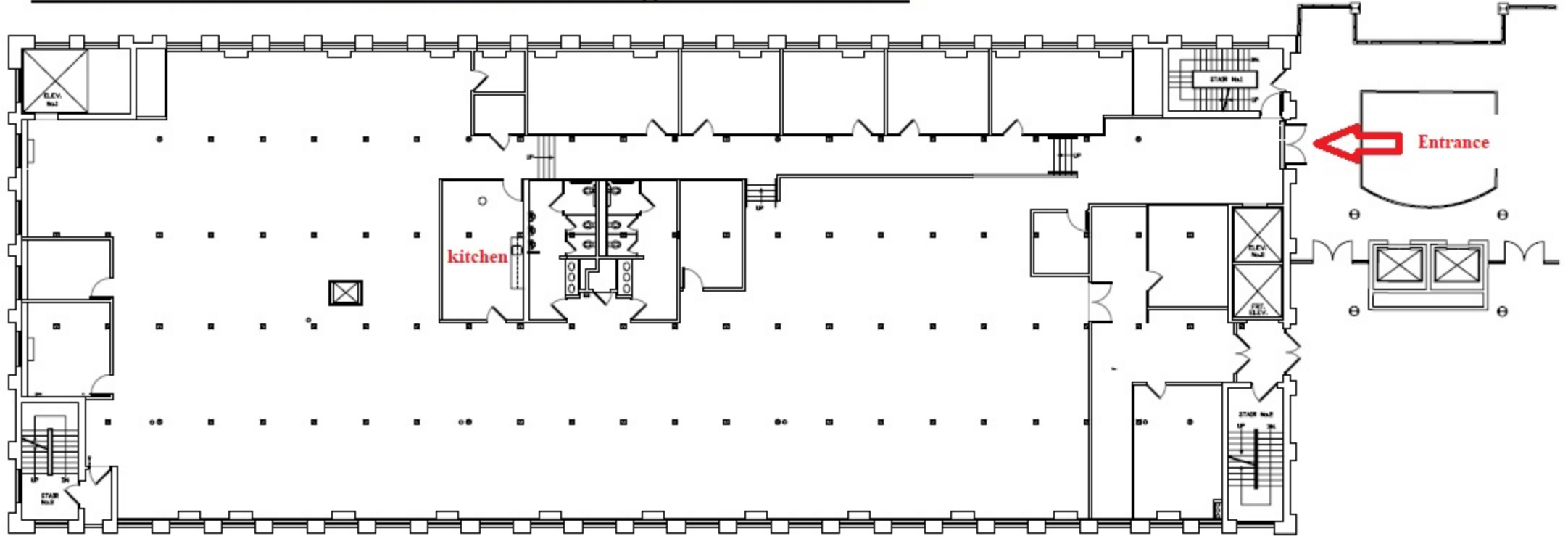
**Net rentable space
~ 5900 SF**

Third Floor 100 North Street

**Note: Additional small offices
suites for storage, conference
rooms, or related uses are
available on floors 2 and 4.**

BCRP OPTION # 2

Location: Clock Tower Business Center Building 12 Floor Number 3



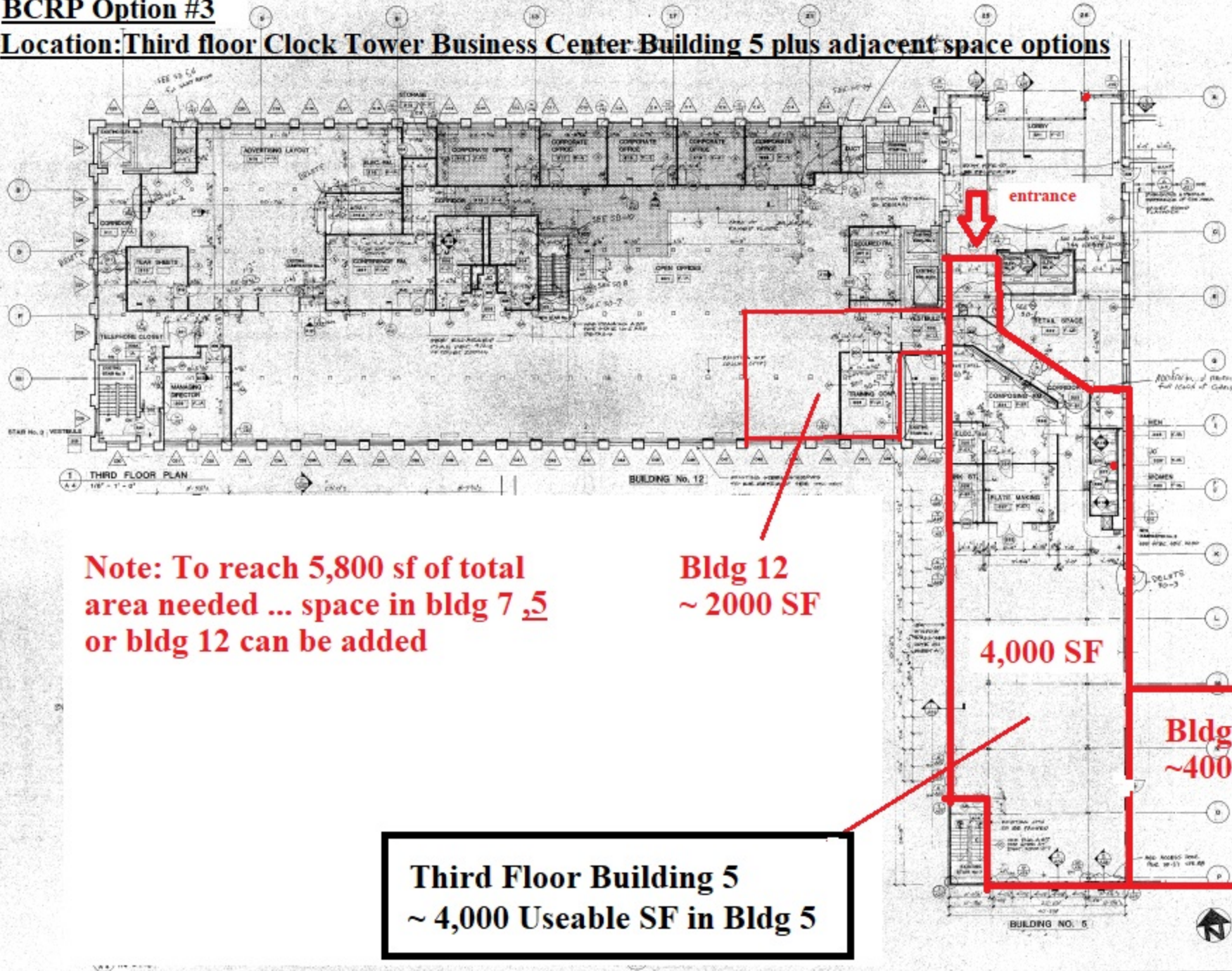
THIS DRAWING DOES NOT NECESSARILY SHOW CURRENT CONDITIONS.
FIELD VERIFICATION IS REQUIRED PRIOR TO DESIGNING
NEW CONSTRUCTION OR PLACING FIXED EQUIPMENT.

**Third floor building 12 Clock Tower
Business Center - Entire Floor is
apprixately 15,000 Sf of useable space.**

The floor plate for building 12 is 200 feet x 80 feet. with coumn spacing at 8 feet x 16 feet.

BCRP Option #3

Location: Third floor Clock Tower Business Center Building 5 plus adjacent space options



Note: To reach 5,800 sf of total area needed ... space in bldg 7, 5 or bldg 12 can be added

**Bldg 12
~ 2000 SF**

4,000 SF

**Bldg 7
~4000 SF**

**Third Floor Building 5
~ 4,000 Useable SF in Bldg 5**

ARCHITECTURE
A-4

THIRD FLOOR PLAN

MESICK • COHEN • WAITE • ARCHITECTS
ALBANY, NEW YORK 12212

CLOCK TOWER PROJECT
PHASE 1
PITTSFIELD MASSACHUSETTS

REVISIONS

DATE: 11/11/03
BY: JAW
CHECKED: JAW
APPROVED: JAW

ARCHITECTURE
A-4