

## STATE PROPERTIES REVIEW BOARD

### Minutes of Meeting Held On February 13, 2020 450 Columbus Boulevard, Hartford, Connecticut

The State Properties Review Board held a Meeting at 9:30AM on February 13, 2020 in Suite 2035, 450 Columbus Boulevard, Hartford, Connecticut.

#### **Members Present:**

Edwin S. Greenberg, Chairman  
John P. Valengavich, Secretary  
Jack Halpert  
Jeffrey Berger  
William Cianci

#### **Members Absent:**

Bruce Josephy, Vice Chairman

#### **Staff Present:**

Dimple Desai  
Thomas Jerram

#### **Guests Present**

Sarah Tierney, PM DAS/DCS (9:35-10:37AM)  
Daniel Carlin, Principal, Carlin Construction (9:35-10:37AM)  
Curtis Wise, PM, Carlin Construction (9:35-10:37AM)  
LT Ronald Mott, Eastern Regional Fire School (9:35-10:37AM)  
Assistant Chief Arthur Heon, Eastern Regional Fire School (9:35-10:37AM)  
Instructor Leslie Shull, Eastern Regional Fire School (9:35-10:37AM)

Chairman Greenberg called the meeting to order.

Mr. Valengavich moved and Mr. Halpert seconded a motion to enter into Open Session. The motion passed unanimously.

#### **OPEN SESSION**

##### **1. ACCEPTANCE OF MINUTES**

Mr. Valengavich and Mr. Berger seconded a motion to approve the minutes of the February 10, 2020 Meeting. The motion passed unanimously.

##### **2. COMMUNICATIONS**

##### **3. REAL ESTATE- UNFINISHED BUSINESS**

##### **4. REAL ESTATE – NEW BUSINESS**

<i>PRB #</i>	20-008
<i>Transaction/Contract Type:</i>	RE/ Voucher
<i>Origin/Client:</i>	DOT/DOT
<i>Project Number:</i>	014-186-006
<i>Grantee:</i>	Wilford Road Kayak Launch, LLC
<i>Property:</i>	Branford, Limewood Ave (17)

**Project Purpose:** CT Route 146 Seawall Rehabilitation  
**Item Purpose:** Voucher

**DAMAGES: \$25,500.00**

**DOT PROJECT:**

The purpose of the project is to construct a seawall to protect Scenic Route 146 from being eroded by wave action. The existing stone revetment and concrete barrier will be removed in its entirety. It is proposed to construct a 3-foot utility buffer adjacent to the roadway, followed by a 5-foot concrete sidewalk, concrete retaining wall, and a stone revetment to dissipate wave energy.

Construction is anticipated to begin in fall 2020 based on the availability of funding. The estimated construction cost for this project is approximately \$5.8 million. This project is anticipated to be undertaken entirely with State funds. (<https://portal.ct.gov/DOT/Construction-News-from-the-Connecticut-Department-of-Transportation/2018/Public-Information-Meeting-Regarding-the-Proposed-Seawall-Rehabilitation-on-Limewood-Avenue-Scenic-R>)

**Subject Property Description, Before the Taking:** The subject property (per appraisal) consists of an 896 square foot waterfront lot with approximately 71' of direct frontage on Long Island Sound.



**Before Valuation:** An appraisal was prepared by DOT appraiser John P. Kerr as of September 4, 2019.

From the appraisal report: "For valuation purposes, the "Larger Parcel" is considered to be 14 Limewood Avenue and 17 Limewood Avenue. 14 Limewood Avenue is owned by Thomas J. Howley et al. 17 Limewood Avenue is owned by Wilford Road Kayak Launch, LLC who Thomas Howley is the principal of the LLC."

From Uniform Appraisal Standards for Federal Land Acquisitions, 2016 Edition

2.3.3.1.2. **Larger Parcel.** In every appraisal report prepared under these Standards, the appraiser must describe the factual basis and analysis underlying the conclusion of the larger parcel analysis. The three tests developed under the larger parcel analysis—unity of highest and best use, unity of title, and contiguity—should be addressed here.<sup>119</sup> Each of the three tests (with emphasis on the unity of highest and best use) must be reported in sufficient detail for the client and intended users to fully understand the factual and analytical basis for the conclusion.

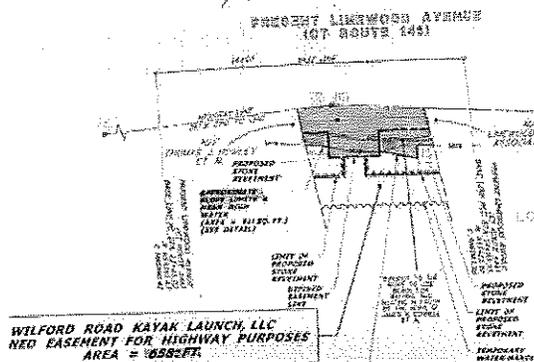
Land Valuation: Based on the sales data comparison approach, the appraiser analyzed three sales of residentially-zoned land with water frontage in Branford and concluded that the fair market value of the subject land was \$35.64/square foot, or

Item	Calculation	Value
Fee Simple (14 & 17 Limewood)	11,786 sf x \$35.64/sf	\$420,053
	<b>Rounded</b>	<b>\$420,000</b>

Improvements on the site are not impacted and assigned an “X” value.

**The Taking:** DOT will acquire the following:

1. A Defined Easement for Highway Purposes over an area of 658± sq.ft. of land; and
2. Easement to slope for the safety of the highway and remove, use or retain excavated material over an area of 238± sq.ft. of land.



The following is a summary of the effects of the taking:

1. A loss of use of land during construction for the waterfront parcels during the 2-year construction period.

**After Valuation:**

Land Valuation: Based on the sales data comparison approach, the appraiser analyzed the same three sales residentially-zoned land in the Before and concluded that the fair market value of the subject land was \$35.64/square foot, or

Item	Calculation	Value
Fee Simple	10,890 sf x \$35.64/sf	\$388,120
Defined Easement Area	658 sf x \$35.64/sf x 1%	\$235
Slope Easement Area	238 sf x \$35.64/sf x 75%	\$6,362
	Total	\$394,717
	<b>Rounded</b>	<b>\$394,500</b>

**Calculation of Permanent Damages**

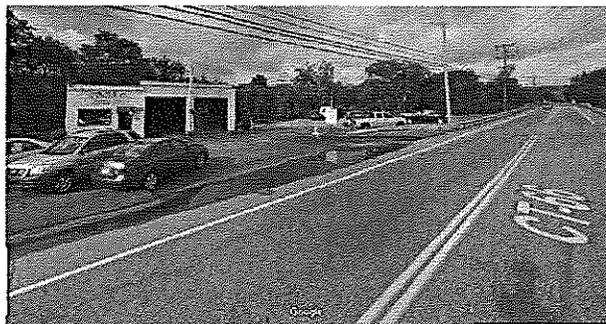
Item	Value
Before Valuation	\$420,000
After Valuation	\$394,500
Permanent Damages	\$25,500

**RECOMMENDATION:** Board approval of damages in the amount of \$25,500 is recommended for the following reasons:

1. The acquisition complies with Section 13a-73(c) of the CGS which governs the acquisition of property by the commissioner of transportation required for highway purposes.
2. The damages are supported by the DOT appraisal.

**PRB #** 20-011  
**Transaction/Contract Type:** RE/ Voucher  
**Origin/Client:** DOT/DOT  
**Project Number:** 163-196-004  
**Grantee:** Connor Rt. 66 Realty, LLC  
**Property:** Windham, Columbia Ave (114)  
**Project Purpose:** Rehabilitation of Bridge No. 00488 & 00489 Rt 66 over P&W & NECR Railroad Bridges  
**Item Purpose:** Voucher

**DAMAGES: \$23,800**



**Subject Property Description, Before the Taking:** The subject property consists of a 0.46 acre (20,116 sf), triangularly-shaped, lot with 327.74 feet of frontage on the southerly side of Columbia Ave (Route 66). The site is improved with a one story masonry and frame construction automotive garage containing 1,520 square feet of gross building area, constructed in 1954.



**Valuation:** An appraisal was done by DOT appraiser Michael Aletta, as of 08/26/2019.

Land Valuation - Before: Based on the sales data comparison approach, the appraiser analyzed three sales of similarly zoned parcels of land in Windham and concluded that the fair market value of the subject lot was \$6.25/sf of land area, or

Item	Calculation	Value
Fee Simple	20,116 sf x \$6.25/sf =	\$125,725
	<b>Rounded</b>	<b>\$126,000</b>

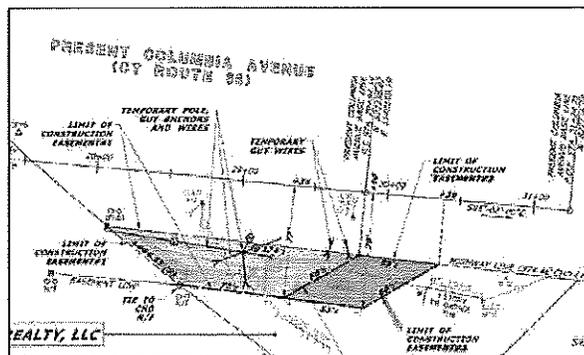
Improvements Valuation - Before: Based on the sales data comparison approach, the appraiser analyzed three sales of similarly utilized buildings in Columbia and Windham and concluded that the fair market value of the subject building was \$132/sf of gross building area, or

Item	Calculation	Value
Fee Simple	1,520 sf x \$132/sf =	\$200,640
	<b>Rounded</b>	<b>\$200,000</b>

Value Conclusion: \$200,000

**The Taking:** DOT will acquire the following:

1. Construction Easement Area 1 containing 4,273± square feet of land for the purpose of access to Bridge No. 00489, clearing and installation of temporary utility pole, guy anchors and overhead wires; and
2. Construction Easement Area 2 containing 1,949± square feet of land for the purpose of access to Construction Easement #1 (limited to travel only).



Land Valuation - After: Based on the sales data comparison approach, the appraiser analyzed three sales of similarly zoned parcels of land in Windham and concluded that the fair market value of the subject lot was \$6.25/sf of land area, or

Item	Calculation	Value
Fee Simple	20,116 sf x \$6.25/sf =	\$125,725
	<b>Rounded</b>	<b>\$126,000</b>

Improvements Valuation - Before: Based on the sales data comparison approach, the appraiser analyzed three sales of similarly utilized buildings in Columbia and Windham and concluded that the fair market value of the subject building was \$132/sf of gross building area, or

Item	Calculation	Value
Fee Simple	1,520 sf x \$132/sf =	\$200,640
	<b>Rounded</b>	<b>\$200,000</b>

Value Conclusion: \$200,000

**Calculation of Temporary Damages**

Temporary Damages due to the Temporary Construction Easement are calculated as follows:

Item	Calculation	Damag
Construction Easement #1	4,273± SF @ \$6.25/SF x 10% x 2 years	\$5,341
Construction Easement #2	1,949± SF @ \$6.25/SF x 10% x 2 years	\$2,436
	<b>Total:</b>	<b>\$7,777</b>
	<b>Rounded</b>	<b>\$7,800</b>

**Calculation of Temporary Severance Damages**

In addition to the Temporary Damages, the DOT opined that due to the location and length of the construction easements there was temporary severance to the property as follows:

Temporary Severance Damages due to the location and nature of construction easement #1 and construction easement #2.  
 Total Property Value \$200,000  
 Total Severance Percentage estimated 40% (if damages were permanent)  
 Property's Estimated Holding Period – 10 years  
 Total Duration of the temporary construction easement (s) = 2 years  
 Therefore: \$200,000 x 40% = \$80,000 x 20% (2yr/10yrs) = \$16,000

Total damages are then Temporary Damages plus Temporary Severance Damages, or \$7,800 + \$16,000 = \$23,800.

Staff acknowledge the impact to the property due to the location and length of the two construction easement areas. The DOT Appraiser did not provide any support for his 40% estimate of damages. Staff performed an analysis of different rates of severance in 2.5% increments and determined that for each reduction of 2.5% in temporary severance, damages were reduced by \$1,000, as shown in the following table:

\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
40.00%	37.50%	35.00%	32.50%	30.00%	27.50%	25.00%	22.50%	20.00%
\$80,000	\$75,000	\$70,000	\$65,000	\$60,000	\$55,000	\$50,000	\$45,000	\$40,000
20%	20%	20%	20%	20%	20%	20%	20%	20%
\$16,000	\$15,000	\$14,000	\$13,000	\$12,000	\$11,000	\$10,000	\$9,000	\$8,000

Staff have notified DOT that the property owner appears to be utilizing the State ROW for commercial purposes and that DOT should initiate a review of this land with respect to either a future sale or lease of the land.

**RECOMMENDATION:** Board approval of damages in the amount of \$23,800 is recommended for the following reasons:

1. The acquisition complies with Section 13a-73(c) of the CGS which governs the acquisition of property by the commissioner of transportation required for highway purposes.
2. The damages are supported by the DOT Valuation.



**5. ARCHITECT-ENGINEER - UNFINISHED BUSINESS**

**PRB #** 20-006  
**Origin/Client:** DCS/DESPP  
**Transaction/Contract Type** AE / Amendment #1  
**Project Number:** BI-FP-015-DB  
**Contract:** BI-FP-015-DB  
**Consultant:** Carlin Construction Company, LLC  
**Property** Willimantic, Fire School Rd (1), Eastern CT Reg Fire Training School  
**Project purpose:** Expansion of Eastern CT Reg Fire Training School  
**Item Purpose:** Amendment # 1

Sarah Tierney, Daniel Carlin, Curtis Wise, LT Ronald Mott, Assistant Chief Arthur Heon and Instructor Leslie Shull all joined the meeting (9:35AM) for the Board's review of this proposal.

PROPOSED AMOUNT: \$962,300.51

February 3, 2020 Update:

At the State Properties Review Board meeting held on February 3, 2020, the Board voted to suspend this file pending Board review of DCS' responses provided on 2-3-20 to earlier Board inquiries.

1. Please provide backup documentation for each CCD identified (original cost proposed) and the final agreed upon change order proposal.

Staff Q – why is there increase in the cost for the following 4 items as shown below?

Item	Amend #1	CCD	Delta
Forcible Entry Door (net of credit)	\$11,028.60	\$5,567.00	(\$5,461.60)

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New Fire Pump	\$235,275.34	\$192,649.00	(\$42,626.34)
New Generator	\$138,812.50	\$135,176.00	(\$3,636.50)
Undocumented Manhole	\$8,602.83	\$7,592.04	(\$1,010.79)

DCS Response-01/31/2020 –

- All backup documentation associated with the above referenced changes has been provided:
  - Please note that all of the documentation issued is organized for each of the changes on multiple pages for each document – directives, proposals, breakdowns, etc.
  - The original Construction Change Directives included the original cost proposals that a directive was drafted from, and then provided to the Design Build Contractor – the draft change directives were issued for SPRB reference on 01/27/2020 per the 01/23/2020 request. They have been included again here for quick reference. See the first .zip file attachment.
  - All of the final agreed upon changes are part of the Design Build Agreement No. 1. They are included again here for quick reference – see the second .zip file attachment.
- When all costs were known, and finalized / agreed to, a formal change order proposal was issued. This is standard practice.
- For each of the above items, the Design Build Contractor did advise DAS/DCS, the Construction Administrator, and the Fire School that the costs were exceeding the original CCD values – all of which did not take exception.
- The CCDs were issued because an actual dollar value was not yet known at the time of submission of the change directive, but a legitimate cost change was known and agreed to as being valid, and in order for the Design Build Contractor to move forward, the Design Build Contractor was in need of a formal directive to do so.
- Additionally, for the forcible entry door, the fire pump, and the generator changes – each of these changes were design changes which changed the original scope provided within the RFP:
  - The forcible entry door prop detailed within the RFP could not be provided by the prop manufacturer and vendor as written. The Design Builder brought in the vendor, went through options available, and the Fire School selected what could actually be provided that suited the fire training needs of the school. Once all costs were finalized, the result was a value higher than the originally drafted CCD value.
  - The Design Builder was unable to utilize the fire pump and the generator that was supposed to have been provided by the State/Fire School. An extensive effort, not part of the original RFP, was provided by the Design Builder to go through the process of design and equipment selection with coordination of the Fire School to again suite the needs of the fire training and operational intentions. The Design Builder would not have proceeded with this work had they not been given a directive to do so given the value of the changes. The early estimates were not accurate, and the DBC did advise the State and Fire School that the costs were higher than the original directives.
- The undocumented manhole was tracked on time and materials and the value reflected as the final change is the actual value of the work performed. The labor, material, equipment, quotes, subcontractor backup, etc. was all provided with the final Design Builder’s Proposed Change Order No. 7.

✓ Staff Response: OK.

2. CCD No. 03 – provide the location of the house that was demolished and which new building was constructed at this location.

DCS Response: ST/DCS 01/27/2020: Slight correction to this statement by SPRB, this area was at the roadway/entrance drive (no new building construction within this area). The

location of the house (and barn) is included with the second attachment; boxed in red. The demolition of these structures was outside of the scope of work of the Design Builder.

Staff Response:

- Please identify on the survey map the area of the 320x40 feet where the land was excavated as the photos provided did not reveal the area. Was this area within the Contract Limits of the Project?
- Please clarify the impact of Section 6.3:1 of the DB contract on this request (CCD 3&4) requesting \$84,095.86.

**6.3 Design Responsibilities**

**6.3.1** Design-Builder shall furnish all the design, architectural and engineering services, surveying services, and permitting including, but not limited to, testing, subsurface borings, and geo-technical data, necessary to prepare and furnish Drawings and Specifications required to complete the Work. The Design-Builder has examined the Site and has determined that the Site meets all requirements for development of the Project including, but not limited to, those related to public utilities such as electric, telephone, storm, sewer, water, etc.; and has concluded that there will be no claims for Site conditions above and below grade level.

DCS Response: ST/DCS ST-01/31/2020 –

- The survey map indicating the area of the house and barn that was demolished outside of the Design Builder's scope of work was provided to SPRB with the 01/27/2020 communication per the 01/23/2020 request. It is attached again here for quick reference as the third attachment and the specific house and barn are boxed in red to outline the approximate area. An actual survey of the dimensioned area was not requested by the State for the Design Builder to provide as it would have increased the value of this change without being a benefit for the project. The documentation available as well as the oversight for this work on the project site by State and construction administration staff sufficed.
- Actual contract limit lines are not indicated within the RFP because this is a Design Build project, thus limit lines are generated by the Design Builder once the design phases are in process. The RFP provided a survey of the property indicating the area all bidding Design Build Contractors had available to them as well as conceptual plans prepared by the Criteria Architect.
- The Section 00 52 53 Design- Build Agreement of the D-B RFP – Volume 1 of 3 Article 6.3 Design Responsibilities of the RFP have been satisfied by the Design Builder for this contract.
  - o The purpose of this section is to not provide the State with a blanket layer of protection from having to pay for any additional cost for any kind of concealed obstacle that could be encountered during the construction phase. It is not reasonable to assume that a contractor undertakes the responsibility for the cost of all existing conditions – if that were the case, then each design builder would have essentially planned to remove all existing site elements and replace every element removed, and there is not a firm that would do that for no compensation. If there were any related concerns of the borings performed, or any of the other documentation provided to all bidding design build contractors, all professional firms of which went through an extensive pre-selection and interview process at the time of the procurement of this project, those concerns would have been issued as a request, and acknowledged and / or answered with an addendum during the procurement phase.
  - o The additional work associated with this change is additional work that is not applicable under this specific section. The underground in relation to public utilities is referenced within this article, which is not relevant to this specific case being that this change was associated with sitework for the roadway construction.
  - o The following information was provided to SPRB within the Form 2260 SPRB Contract Amendment Memo:
    - A total of 14 borings were performed with supporting documentation by Dr. Clarence Welti, P.E., P.C. back on December 22, 2014. All associated documentation was provided to all bidding Design Build Contractors. The Geotechnical Study by the Geotechnical Engineer reflect that due diligence was provided with reasonable care and professional judgement in selecting locations for the boring areas based upon said locations being consistent with the [conceptual] layout for the newly constructed school buildings and structures.

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- This was an unforeseen existing condition of the property. Should the Geotechnical Study have reflected said garbage landfill conditions, all bidding Design Build Contractors would have had to carry the cost for removal of this debris with their submitted proposals.
- ✓ Staff Comment: The RFP was clear that the areas north and northeast of the former dwelling/barn were within an Area of Concern 2 primarily due to existence of residential debris.
- In an effort to reduce a high value of additional cost exposure to the State, in comparison to the overall cost of this change, and in lieu of removing all waste and soils, test screening was put in place to lower the weight costs of hauling this debris off site.
- ✓ Staff Comment: The DB stated 34 trips were made hauling debris. This would indicated no more than 510 cubic yards of debris (each dumpster is 15 cubic yards). How can the DB then claim to require reimbursement for 1,500 cubic yards of 'replacement fill' at a cost of \$34,380? And, how much of the debris removed from the site consisted of natural materials (tree materials, stumps etc)?
- The original budgeted values of both testing / screening the debris and the debris removal was \$58,364.78 less than the original budgets provided. This value exceeds the overages of the items in the first comment in this communication above.
- The work was performed on a time and material bases and approved by construction administration staff on site daily until complete, and that documentation is contained within the final proposal package for this change.
- Further, none of the bidding Design Build Contractors were provided with an opportunity to bring equipment to the site to perform additional borings and geotechnical services to the property prior to the submission of their proposals. The referenced house and barn were not yet demolished at the time prior to the submission of the design build proposals.
- The Design Builder did furnish all "design, architectural, and engineering services, surveying services, and permitting...to prepare and finish Drawings and Specifications required to complete the Work." All said services have been accepted by the State through permitting, and progress and final inspections. Certificates of completion and design compliance are in progress for all buildings and structures indicated on the Design Builder's drawings and specifications.
- Refer to the boring data provided within the D-B RFP Volume 2 of 3 within the exhibit for the Geotechnical Report. The borings were completed with professional due diligence in association with the conceptual layout of the property and associated foundations below grade for the buildings and structures. Additional borings for parking lots and drives wouldn't contribute to due diligence given that the design for asphalt paving was already provided within the technical specifications and provisions of the RFP.
- The RFP's Division 01 Design Requirement – Design Build, specifically Section 01 31 13 Project Coordination located within Volume 3 indicate that the contractor notify the Construction Administrator should unsatisfactory conditions exist and to not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- *Unsatisfactory conditions were uncovered during the land clearing activities to make way for this road way.* Design Builder notified the Construction Administrator and the State immediately as required by their contract.
- After on site review and extended discussions, screening the debris from the soils and removal of the debris, in lieu of the substantial cost of removing both debris and soils and replacing with suitable soils, was deemed an "acceptable manner" by the professional staff of the State and Construction Administrator.
- ✓ Staff Comment: Again, the DB is requesting reimbursement for 1,500 cubic yards of 'replacement fill' at a cost of \$34,380 when in their initial communications, they surveyed the area at 320' L x 40' W x 3' D, or a total of 1,422 cubic yards.
- This debris screening and removal work was not indicated within the RFP, and was agreed by staff of DAS DCS and Construction Administrator that this was additional work that needed to be provided in order to continue progress on site and maintain the project end date without delay.

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- The work was directed by DAS DCS to be tracked by time, material, and equipment by the Design Build Contractor and the Construction Administrator so that the State was paying a fair value for the additional work performed.
- The majority of this work was performed in January and February of 2019, so this contractor has been financing the value of this work for approximately one year in an effort to not delay the scheduled end date of the project. Please note that the contractor has not sought any cost of said financing this value with their proposal.

DCS Response – ST – 2/10/2020 - Specific to PCO No. 3 / CCD No. 3 and 4, please see the attached that I have put together do reflect the areas concern per your request on Friday 02/07/2020. I've tried to make this as clear as possible and indicate all information on one document – this shows the new pavement and drive of the new Fire School, private drive, the house and barn demolished prior to construction commencement (but post RFP submissions by all DBCs), the abandoned roadways, the area of debris removal, and the closest approximate boring locations to this area. I reviewed the boring information again and did not locate any areas where debris was referenced within the profiles as you had stated there was

- ✓ Staff Closing Response regarding CCD 3&4: The DB's request for reimbursement of \$84,095.86 should be rejected given the documentation provided within the RFP with respect to debris at the site.
  - Per Article 3.2 of the D/B contract – Allocation of Risks Included – The contract price takes into account all risks whatsoever relating to the Project, surface and subsurface conditions including but not limited to, soil, utility conflicts, design, architectural, engineering, demolition, construction, and delay risks.
  - Per Article 6.1.4 – Design-Builder's Responsibilities – D/B represented and warranted that it has examined the site, and the obstacles that may be encountered and all other conditions having a bearing upon the performance of the Project.
  - Per Article 6.3.1 – Design Responsibilities – D/B shall furnish all the design, architectural and engineering services, surveying services, and permitting including, but not limited to, testing, subsurface borings, and geo-technical data, necessary to prepare and furnish drawings and specifications required to complete the Work. And it further concluded that there will be no claims for Site conditions above and below grade level.
3. CCD No. 09 – Who was responsible to provide for trenching to lay the gas piping? Was there an allowance in the DB Contract for Eversource to retain their own contractor? Was it covered under the DB contract? Was there any credit due from DBC?

DCS Response: ST/DCS 01/27/2020: The responsibility of the trenching to lay the gas piping was by Eversource. There was not an allowance in the DB Contract for Eversource to retain their own contractor. Trenching was not covered in the DB contract. There is no credit due from the DBC.

Staff Response:

- From the attached DB contract, there was a line item 33 – Utilities that says “with above” meaning the cost is included in the above. Then why is this a responsibility of Eversource?
- In light of Item 33, why is State asked to pay for this CCD?

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Curim Construction Company, LLC		Total Cost Proposal Spreadsheet - DB Page 1 of 1
Division No.	Description	Division Cost Subtotals
01	General Requirements	\$ 1,396,000.00
02	Existing Conditions	\$ Not Applicable
03	Concrete	\$ 1,290,000.00
04	Masonry	\$ 468,000.00
05	Metals	\$ 1,323,000.00
06	Wood, Plastic, and Composites	\$ 290,000.00
07	Thermal and Moisture Protection	\$ 1,083,000.00
08	Openings	\$ 236,000.00
09	Finishes	\$ 1,013,000.00
10	Specialties	\$ 110,000.00
11	Equipment	\$ 260,000.00
12	Furnishings	\$ 56,000.00
13	Special Construction	\$ Not Applicable
14	Conveying Equipment	\$ Not Applicable
21	Fire Suppression	\$ 297,000.00
22	Plumbing	\$ 595,000.00
23	Heating, Ventilating, and Air Conditioning (HVAC)	\$ 2,050,000.00
26	Electrical	\$ 963,000.00
27	Communications	\$ With Above
28	Electronic Safety and Security	\$ With Above
31	Earthwork	\$ 3,723,000.00
32	Exterior Improvements	\$ With Above
33	Utilities	\$ With Above
<b>Total Cost:</b>		<b>\$ 15,354,000.00</b>

DCS Response ST-01/31/2020 – As previously stated, the work of the trenching specifically for the gas piping trenching is not the responsibility of the Design Build Contractor. When any local utility firm is coordinated with, regardless of the property owner type (be it municipality, residential, State, etc.), said utility extends their main lines from a source, directly to the property line or point within the property if there is an easement. It then becomes the property owner's responsibility to take the line from said point by the utility provider to whatever building or structure receiving the utility. *The gas trenching inside the local roadways and easement areas that the Design Build Contractor performed was trenching that would have been provided by Eversource, either self-performed or contracted with one of their own contractors* – this was communicated during the 01/29/2020 meeting between DAS DCS and the SPRB Director. In an effort to not delay the project from the delays already incurred due to getting both permanent power and gas utilities to the site, DAS DCS staff with the support of the Fire School provided direction to the Design Builder to perform the needed trenching. This work was an option provided by Eversource because their crews for pipe installation were available in advance of their trenching contractors. The Design Builder completed the trenching and Eversource completed their pipe installation.

DCS Response ST- 2/10/2020 - Specific to PCO No. 10 / CCD No. 9, between Friday 02/07/2020 and today, I had discussions with Peter Simmons and DC Noel Petra on your input that the Board would more than likely have an issue with approving these additional costs, despite the additional work having been performed at the State's direction. DC Petra has requested that a letter be issued to Eversource to document that the State will be pursuing reimbursement from Eversource for the value of this work. I am currently working on drafting this communication so that a formal letter can be put together.

Staff Closing Response: The DB's request for reimbursement of \$55,113.07 should be rejected given the trenching on the site for Eversource pipe installation was clearly Eversource's

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financial responsibility. DCS should not have authorized this work unless there was an agreement for Eversource to reimburse the State/DB for performing the work outside the scope of the DB Contract. DCS should provide the formal letter to DB for Board file.

4. Provide backup documentation for Extended General Conditions; Builders Risk Insurance; Generator Platform; and additional Bond Premium

DCS Response: ST/DCS 01/27/2020: The backup for each of these items was included with the Proposed Change Orders by the DBC. Each of these are re-attached to this email communication for quick reference – see the third attachment.

- No. 11 was for the extended general conditions – the breakdown is included on the proposal.

✓ Staff Response: OK.

DCS Response ST-01/31/2020 – Please see the supporting fourth attachment from the Construction Administrator.

- No. 13 for the generator platform has the quotations as backup. An additional note as well that the contractor is not proceeding with the added work of the generator platform given that they are having to currently finance all of this change order work at their cost.

✓ Staff Response: OK.

DCS Response ST-01/31/2020 – There is not a duplication of services provided specific to this change. The Design Builder’s Proposed Change Order No. 13 is specific to the generator platform only, and has no association with Proposed Change Order No. 11, which is why the two proposals were submitted separately. The hours reflected are specific to this platform, the hours are consistent with DAS DCS staff as well as the Construction Administrator’s staff in time spent with the manufacturer for conference calls in which the supplied platform was not code compliant, as well as extended discussions and reviews with the Office of the State Building Inspector to ensure that an appropriate platform provided met code interpretations of that office prior to and following the plan for the external platform. This time has already been spent. There will also be associated time with ordering the platform from a fabricator and installation / assembly on site, then final inspections, all of which are captured within the hours reflected on the proposal documentation.

✓ Staff Response: OK.

RECOMMENDATION: Board approval of the following expenditures is recommended:

CCD	SPRB Approved Expenditures	Amend #1
1	Burn Building High Temperature Lining Material Change	(\$22,000)
2	Natural Diversity Data Base – Re-permit & additional service (Turtle Plan)	\$9,350.00
5	Forcible Entry Door (net of credit)	\$11,028.60
6	New Fire Pump	\$235,275.34
6	New Generator	\$138,812.50
7	Undocumented Manhole	\$8,602.83
8	Security Services	\$16,841.97
10	Excess Fill & Topsoil Stockpiling (PFAS)	\$322,299.24
	Extended General Conditions – October 12, 2019 to December 12, 2019	\$72,942.54
	Extended Builders Risk Insurance	\$2,950.20

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	Additional Bond Premium	\$10,874.90
	Generator Platform (DEEP & OSBI)	\$16,113.46
	Total Approved Expenditures	\$823,091.58

Board rejection of the following expenditures is recommended for the following reasons:

- Article 3.2 of the DB Contract (allocation of risks included)
- Article 6.1.4 of the DB Contract (site examination for conditions having bearing on project);
- Article 6.3.1 of the DB Contract (no claims for site conditions above/below grade)

CCD	SPRB Rejected Reimbursements	Amend #1
3-4	Unsuitable Fill/Garbage Screening and Debris Removal	\$84,095.86
9	Eversource Gas Trenching	\$55,113.07
CCD	SPRB Rejected Reimbursements	\$139,208.93

Sarah Tierney, Daniel Carlin, Curtis Wise, LT Ronald Mott, Assistant Chief Arthur Heon and Instructor Leslie Shull left the meeting (10:37AM).

PROPOSED AMOUNT: \$962,300.51

At the State Properties Review Board meeting held on January 8, 2018, the Board approved #17-355 (BI-FP-015-DB), in the amount of \$15,354,000, for the expansion of the Eastern Connecticut Regional Fire Training School. Carlin Construction Company, LLC was the selected DB Contractor for the project.

The project is now complete.

DCS is seeking approval to compensate the DB Contractor an additional \$962,300.51 for proposed changes to the scope of the original DB Contract including the following:

- Changes to the specified Burn Building Lining Material resulting in a \$22,000 credit;
- Resubmission of the DEEP Natural Diversity Data Base (NDDDB) Permit as the original Permit expired prior to construction. Additionally, the scope was expanded to address a DEEP-required Turtle Protection Plan, Contractor Training, Vegetation Sweeps and documentation (\$9,350);
- Expanded debris removal (1,422 cubic yards) beyond geotechnical-surveyed areas (\$84,095.86);
- Modification of originally specified overhead door prop to a multi-force door training tool know as a Forcible Door Entry (\$11,028.60 net of credit);
- Add new Fire Pump and Generator due to aged state-supplied equipment did not meet emissions standards, or new construction could not accommodate age of equipment (\$235,275.34 & \$138,812.50, respectively);
- Disconnection of abandoned manhole not identified in original survey (\$8,602.83);
- Expanded Security Services for 39 days from 10-13-19 to 11-20-19 (\$16,841.97);
- Expanded trenching services to accommodate Eversource gas piping line (\$55,113.07);
- Relocation and stockpiling of perfluoroalkyl- and polyfluoroalkyl-tainted (PFAS) soils (\$322,299.24, net of salvageable materials);
- Extended General Conditions from 10-13-19 to 12-12-19 (\$72,942.54);
- Extended Builders Risk Insurance (\$2,950.20);
- Addition of generator platform per DEEP and OSBI (\$16,113.46); and
- Additional Bond Premium (\$10,874.90).

DCS confirmed funding is in place for requested fee increase (approved a 6-26-19 Bond Commission meeting).

Staff have requested clarification of the following issues:

1. Please provide backup documentation for each CCD identified (original cost proposed) and the final agreed upon change order proposal.

DCS Response: ST/DCS 01/27/2020: Each CCD reflects the original cost proposed. Each change order proposal reflects the final agreed value for each change. The draft CCD packages for No. 1 through No. 10 are attached here as the first attachment.

Staff Response: In CCD 6 – Fire Pump & Generator – in the Bid Summary Report for the Generator, the DB included 10% profit totaling \$10,378.93 with the ‘Selling Price’ stated at \$114,168.27.

Bid Summary Report						
Vendor: USESL_EW		Labor Level: CONEST		13 Mar 2019 11:19:48		
Tax Rate status: Default		Bid Name: 300 KW GEN SET		Bid Template: BASIC (EXPANDED O&P)		
Drawing	Phase	Quote \$	Material \$	Equip \$	SubCon \$	Labor Hrs
	MOVES-ADDS-CHANGES > 300 KW GEN SET	83,015.00	9,495.09	3,084.00	500.00	50.53
<b>Sheet Totals:</b>		<b>83,015.00</b>	<b>9,495.09</b>	<b>3,084.00</b>	<b>500.00</b>	<b>50.53</b>
<b>Tax:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Sub Total (Quo/Mat/Equip/Sub):</b>					<b>96,094.09</b>	
<b>Sales Tax:</b>					<b>0.00</b>	
<b>Sub Total:</b>					<b>96,094.09</b>	<b>96,094.09</b>
<b>Direct Labor \$:</b>					<b>4,295.25</b>	
<b>Indirect Labor \$:</b>					<b>3,460.00</b>	
<b>Labor Escalation:</b>					<b>0.00</b>	
<b>Labor Tax:</b>					<b>0.00</b>	
<b>Direct Job Costs (0.00%):</b>					<b>0.00</b>	
<b>Prime Cost:</b>					<b>103,789.34</b>	
<b>Overhead (Avg. 0.00%):</b>					<b>0.00</b>	
<b>Net Cost:</b>					<b>103,789.34</b>	
<b>Profit (Avg. 10.00%):</b>					<b>10,378.93</b>	
<b>Job Tax:</b>					<b>0.00</b>	
<b>Bond (0.0000%):</b>					<b>0.00</b>	
<b>Selling Price:</b>					<b>114,168.27</b>	

**Bid Notes:**

PROVIDE, DELETE AND INSTALL THE FOLLOWING:

- 1) 300 KW GEN SET WITH ALTO TRANSFER SWITCH
- 2) DEDUCT AND DELETE OWNER PROVIDED 75 KW GENERATOR HOOK-UP
- 3) DEDUCT AND DELETE ORIGINALLY PROPOSED TRANSFER SWITCHES, EMERG. PANELS AND ASSOCIATED FEEDERS.
- 4) NEW DISTRIBUTION SYSTEM BASED ON ATTACHED RISER DRAFT.
- 5) NEW SHORT CIRCUIT AND ARC FLASH STUDY
- 6) NEW STAMPED DRAWINGS INCLUDING RISER, GROUNDING DETAILS, RECIRCULATED LOADS
- 7) RIGGING AND LIFTING EQUIPMENT

**TAX RATES**

Material:	0.0000%
Quote:	0.0000%
Labor:	0.0000%
Equipment:	0.0000%
Subcontract:	0.0000%
Job:	0.0000%
<b>MISCELLANEOUS</b>	
Avg. Lbr. Rate (Cost):	85.00
Avg. Lbr. Rate (Bid):	93.50
Total Square Feet:	1.00
Cost Per Sq. Ft.:	114,168.27
Labor \$ Per Sq. Ft.:	4,295.25
Labor Hrs Per Sq. Ft.:	50.53
Quantity of Units:	1.00
Cost Per Unit:	114,168.27
Calc. Adjustment:	0.00%

In Proposed Change Order No. 00005 (Generator) the DB included four items as follows: Generator, Concrete Pad, Prep Pad and GC OH&P

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00017	300 KW Gen Set (see attached CKS Electric)		1.00		\$114,168.00	0.00%	\$0.00	\$114,168.00
00018	Concrete Pad		1.00		\$8,220.00	0.00%	\$0.00	\$8,220.00
00019	Prep Pad		1.00		\$500.00	0.00%	\$0.00	\$500.00
00020	GC OH&P		1.00		\$12,288.00	0.00%	\$0.00	\$12,288.00
<b>Unit Cost:</b>							<b>\$135,176.00</b>	
<b>Unit Tax:</b>							<b>\$0.00</b>	
<b>Unit Total:</b>							<b>\$135,176.00</b>	

Please clarify if it the DB should be calculating additional GC OH&P on Item #17, if Profit was included in the Bid Summary.

DCS Response: The Bid Summary Report following the proposal coversheets for PCO No. 6 and 7 were that of the DBC’s subcontractor (note the page footer on that Bid Summary Report). The DBC does also receive overhead and profit. Please also note that the Design Build Agreement does not specify percentages for overhead and profit cost changes.

In CCD 6 – Fire Pump & Generator – in the Bid Summary Report for the Fire Pump, the DB included 10% profit totaling \$10,378.93 with the ‘Selling Price’ stated at \$114,168.27.

Bid Summary Report						
Vendor USESE_EW		Labor Level: CONEST		13 Mar 2019 12:54:53		
Tax Rate status: Default		Bid Name: PUMP HOUSE SERVICE WITH PUMP		Bid Template: BASIC (EXPANDED O&P)		
Drawing	Phase	Quote \$	Material \$	Equip \$	SubCon \$	Labor Hrs
	PROVES/ADDS-CHANGES > PUMP HOUSE W/ FIRE PUMP	5,295.00	13,263.00	0.00	12,507.00	207.34
Sheet Totals:		5,295.00	13,263.00	0.00	12,507.00	207.34
Tax:		0.00	0.00	0.00	0.00	
Sub Total (Quo/Mat/Equip/Sub):		5,295.00	13,263.00	0.00	12,507.00	
Sub Total (Quo/Mat/Equip/Sub):		32,212.99				
Sales Tax:		0.00				
Sub Total:		32,212.99			32,912.99	
Direct Labor \$:					17,624.23	
Indirect Labor \$:					0.00	
Labor Escalation:					0.00	
Labor Tax:					0.00	
Direct Job Costs (0.00%):					0.00	
Prime Cost:					49,637.22	
Overhead (Avg. 0.00%):					0.00	
Net Cost:					49,637.22	
Profit (Avg. 10.00%):					4,963.72	
Job Tax:					0.00	
Bond (0.00000%):					0.00	
Selling Price:					54,600.94	

In Proposed Change Order No. 00006 (Fire Pump) the DB included nine items as follows:

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Draft Pump (see attached FPT)		1.000		\$113,200.00	0.00%	\$0.00	\$113,200.00
00002	Electrical Service & Switch Gear (see CKS Electric)		1.000		\$54,601.00	0.00%	\$0.00	\$54,601.00
00003	Transformer pad in place		1.000		\$2,200.00	0.00%	\$0.00	\$2,200.00
00004	Polymer Concrete pull box		2.000	EA	\$2,740.00	0.00%	\$0.00	\$5,480.00
00005	Set Pull boxes (Excavator, Operator, Laborer) X 4 hrs / \$187.3		1.000		\$1,529.36	0.00%	\$0.00	\$1,529.36
00006	Credit set existing Fire Pump		1.000		(\$7,500.00)	0.00%	\$0.00	(\$7,500.00)
00007	Camera existing supply piping		1.000		\$625.00	0.00%	\$0.00	\$625.00
00008	Engineering		1.000		\$5,000.00	0.00%	\$0.00	\$5,000.00
00009	GC OH&P		1.000		\$17,514.00	0.00%	\$0.00	\$17,514.00
							<b>Unit Cost:</b>	<b>\$192,649.36</b>
							<b>Unit Tax:</b>	<b>\$0.00</b>
							<b>Unit Total:</b>	<b>\$192,649.00</b>

Please clarify if it the DB should be calculating additional GC OH&P on Item #2, if Profit was included in the Bid Summary.

DCS Response: Same as generator.

DCS should provide explanation for the increased costs reflected in Amendment #1 as compared to the CCD provided by the DB for the following four items

Item	Amend #1	CCD	Delta
Forcible Entry Door (net of credit)	\$11,028.60	\$5,567.00	(\$5,461.60)
New Fire Pump	\$235,275.34	\$192,649.00	(\$42,626.34)
New Generator	\$138,812.50	\$135,176.00	(\$3,636.50)
Undocumented Manhole	\$8,602.83	\$7,592.04	(\$1,010.79)

- Was the 60-day extended duration solely for the installation of the natural gas piping and subsequent paving of the access road?

DCS Response: ST/DCS 01/27/2020: The 60-day extension had solely to do with the delay of the permanent utility services of both power and gas, both of which are provided by Eversource as the sole provider in this area for both of these utility types.

Staff Response: 60-day period extended from October 12 to December 12, 2019. OK

3. CCD No. 03 – provide the location of the house that was demolished and which new building was constructed at this location.

DCS Response: ST/DCS 01/27/2020: Slight correction to this statement by SPRB, this area was at the roadway/entrance drive (no new building construction within this area). The location of the house (and barn) is included with the second attachment; boxed in red. The demolition of these structures was outside of the scope of work of the Design Builder.

Staff Response:

- Please identify on the survey map the area of the 320x40 feet where the land was excavated as the photos provided did not reveal the area. Was this area within the Contract Limits of the Project?
- Please clarify the impact of Section 6.3.1 of the DB contract on this request (CCD 3&4) requesting \$84,095.86.

6.3 Design Responsibilities

6.3.1 Design-Build shall furnish all the design, architectural and engineering services, surveying services, and permitting including, but not limited to, testing, subsurface borings, and geo-technical data, necessary to prepare and furnish Drawings and Specifications required to complete the Work. The Design-Build has examined the Site and has determined that the Site meets all requirements for development of the Project including, but not limited to, those related to public utilities such as electric, telephone, storm, sewer, water, etc.; and has concluded that there will be no claims for Site conditions above and below grade level.

4. CCD No. 05 – Forcible Entry Door – Who prepared the description within the RFP for this door? Why was there a discrepancy in the RFP description vs. what is provided by the manufacturer?

DCS Response: ST/DCS 01/27/2020: The master program was prepared for six fire schools throughout the State. The original scope for these forcible entry door props within this projects RFP was prepared by the Criteria Architect, Tecton Architects, final revision, in June 2014. Due to the length of time from the programming phase, the design parameters for these props were no longer valid. During the design review meetings with the Fire School, the Design-Build, and the vendor the specified door description within the RFP were updated to suit training needs of the fire school.

Staff Response: OK

5. CCD No. 08 - Please provide a breakdown of the security services (personnel/hourly rate/hours/etc.)

DCS Response: ST/DCS 01/27/2020: The breakdown of the services provided with the associated costs are included with the description of Proposed Change Order no. 8 revised dated 11/18/19:

- Uniformed Unarmed Security Officer with Vehicle – 13 weeks, 40 hours per week; 520 hours total at \$22.65 per hour.
- Uniformed Unarmed Security Officer with Vehicle at Overtime Rate – 13 weeks, 8 hours per week; 104 hours at \$33.97 per hour.

Staff Response:

- DCS stated the extra security ended on Nov 29<sup>th</sup> indicating the additional security started on, or about, September 1<sup>st</sup>.
- If the DB Contractor was 'substantially complete' by October 12<sup>th</sup> with all work *except* the installation of the permanent utilities (gas/electric) and paving, please clarify why DCS is seeking approval of 13 weeks of security services in light of the Volume 3 of 3 RFP Section 01 35 53 (B) "Provide a security program and facilities to protect work, existing facilities, and Owner's operations from unauthorized entry, vandalism, and theft. Coordinate with Owner's

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security program.” *Should DCS be responsible for the 7 weeks beyond Oct 12<sup>th</sup> and the DB contractor for the six weeks prior to the substantially complete date?*

6. CCD No. 09 – Who was responsible to provide for trenching to lay the gas piping? Was there an allowance in the DB Contract for Eversource to retain their own contractor? Was it covered under the DB contract? Was there any credit due from DBC?

DCS Response: ST/DCS 01/27/2020: The responsibility of the trenching to lay the gas piping was by Eversource. There was not an allowance in the DB Contract for Eversource to retain their own contractor. Trenching was not covered in the DB contract. There is no credit due from the DBC.

Staff Response:

- Within the executed DB Contract, on the Total Cost Proposal Spreadsheet – identifies \$3,722,000 for Earthwork (Division #31) and Utilities (Division #33) is *included* within the Earthwork line item. Please clarify how DCS is seeking \$55,113.07 to compensate the DB in light of the information on the spreadsheet.
  - If the DB is making this claim, and DCS is supporting the claim, who was initially financially responsible for the cost of the trenching to lay the gas piping?
7. Provide backup documentation for Extended General Conditions; Builders Risk Insurance; Generator Platform; and additional Bond Premium

DCS Response: ST/DCS 01/27/2020: The backup for each of these items was included with the Proposed Change Orders by the DBC. Each of these are re-attached to this email communication for quick reference – see the third attachment.

- No. 11 was for the extended general conditions – the breakdown is included on the proposal.

Staff Response:

- Included in the DB Proposed Change Order No. 11 was a line item for Project Management 16 hrs/week / 8 weeks for a total of 128 hours billed at \$150.30/hour (\$19,238.40).
  - Included in the DB Proposed Change Order No. 11 was a line item for Project Supervision 40 hrs/week / 8 weeks for a total of 320 hours billed at \$126.55/hour (\$40,496).
  - Please clarify if DCS confirmed with CA that the DB provided those level of services and, did DCS attempt to negotiate reduced hours in light of the project nearly ‘substantially complete’ by October 12<sup>th</sup> with all work *except* the installation of the permanent utilities (gas/electric) and paving.
- No. 12 is the extension to the Builders Risk Insurance and the billing from the carrier is included with the proposal.

Staff Response: OK

- No. 13 for the generator platform has the quotations as backup.

An additional note as well that the contractor is not proceeding with the added work of the generator platform given that they are having to currently finance all of this change order work at their cost.

Staff Response:

- What is the status of the generator platform? Has it been removed from the project scope?
- Included in the DB Proposed Change Order No. 13 was a line item for Project Supervision 32 hours billed at \$126.55/hour (\$4,049.60). Please clarify if DCS deems this appropriate in light of the Project Supervision included in Proposed Change Order No. 11.

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- No. 14 includes an invoice from the surety agent for the increased bond fee.

There is no additional documentation to provide for these items, and CCDs were not prepared for these.

Provide an executed copy of the D/B Contract.

DCS Response: ST/DCS 01/27/2020: The fully executed copy of the DB Contract is the fourth attachment.

Staff Response: The executed DB Contract states that there were two Addenda/Addendum in 2017. Please provide an electronic copy of the Addenda and a brief summary of the changes to the RFP.

DCS Response: DCS provided the Addenda/Addendum.

Staff Response: Staff reviewed the Addenda/Addendum. OK

RECOMMENDATION: Staff recommendation contingent upon DCS response to aforementioned issues.

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FROM PRB #17-355

Date: 1-8-2018

Re: PRB # 17-355, Design Build Contract - Best Value Delivery Proposal - Revised Submittal Eastern Connecticut Regional Fire Training School Renovation Project, Willimantic Project #BI-FP-15-DB, Carlin Construction Company, LLC - Total Fee \$15,354,000

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PROJECT BRIEF— UPDATE JANUARY 2018 — In April 2016 the Board approved this contract under PRB File 16-082 in the amount of \$14,966,312. After approval of the contract by the Board, the execution of the contract was delayed for over 10-months due to the lack of funding by the State Bond Commission. Due to the amount of time that has expired DAS opted to have all of the short-listed firms provide updated/revised bid numbers for the project. Carlin Construction Company was once again the low bidder with the following revisions to its submittal:

- The total bid proposal for the project increased from \$14,966,312 to \$15,354,000.
- The submittal proposed the removal of Fletcher Thompson, Inc. and replacement with Sliver Petrucelli, LLC as the A/E firm.
- The submittal included an updated schedule but a consistent 600-day time frame.

All other contract terms remained the same as the Board's previous approval.

RECOMMENDATION: Based on the submittal materials provided and the satisfactory narrative regarding the update to the bidding process; SPRB Staff recommends approval of this contract for Carlin Construction Company, LLC in partnership with Silver Petrucelli, LLC to act as the Design-Build Entity for the Eastern Connecticut Regional Fire Training School Renovation Project at total fee of \$15,354,000.

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THE PREVIOUS STAFF MEMO TO THE BOARD WAS AS FOLLOWS:

PROJECT BRIEF– In general the project involves the complete renovation and reconstruction of the Eastern Connecticut Regional Fire Training Center at 1 Fire School Road in Willimantic. The existing site comprises a vintage 1970s administrative/education building, rescue training building, smoke house -confined space simulator numerous training pads and a storage shed. All of these improvements except are considered to be beyond their useful life expectancy and will be demolished as part of the project. The overall scope of the project will include the design and construction of site amenities including parking, site circulation, storm-water management, site lighting, fencing and utility improvements. The project is also intended to include the construction of a 13,984 SF administration and educational facility, 8,300 GSF Vehicle Maintenance Center, a 6,981 SF Class “A” Burn Building, a 1,600-SF rehab shelter, a new 5-story training tower, new drafting pit as well as a Haz-Mat tanker derailment and cell tower props. The overall project budget is also intended to include various other training and simulation props. Unique to this project, the selected D-B Entity will be required to phase the project and coordinate the Fire School so that existing operations can be maintained throughout the construction period.

In August 2011 the Department of Construction Services (“DCS”) issued a Request for Qualifications (RFQ) for *Design Build Criteria Architect Consultant Teams* related to the New Regional Fire Training Schools Project. DCS elicited one (1) response to the advertisement and after completion of the internal review process interviewed the firm; Tecton Architects, P.C. The State Selection Panel consisted of 5 members and interviewed the firm for evaluation purposes based upon an established weighted ranking system. At the conclusion of the process DCS agreed that Tecton Architects, P.C. (“TAC”) was qualified for this work.

The contract was approved by the Board under PRB #13-039 for *Design Build Criteria Architect Consultant Services* for the development of the *D-B Criteria* through the completion of *Project Design Oversight*. The total compensation rate approved by the Board for this project was \$440,630 with basic services and special services accounting for 426,630 and 14,000 respectively. This contract was the basis for the project design and programming at each facility.

In June 2014 the Department of Construction Services (“DCS”) issued a Request for Qualifications (RFQ) for *Design Build Criteria Architect Consultant Teams* related to the *Eastern Connecticut Regional Fire Training School Renovation Project*. The project was advertised with a total construction budget of \$10-Million dollars. A total of eight firms submitted responses to the RFQ and DCS’s initial review confirmed that all of the firms were qualified to complete the project. DCS then proceeded to select the following four firms for short list interviews; Carlin Construction Company, LLC., Consigli Construction Company, O&G Industries, Inc. and PDS Engineering & Construction, Inc. The total cost proposal’s submitted as part as the interview process ranged from \$14.9-19.7 Million Dollars. Carlin Construction Company, LLC and O&G Industries, Inc. submitted proposals which were in the amounts of \$14.99M and \$15.50M respectively. At the conclusion of the interview process DCS identified Carlin Construction Company, LLC in partnership with Fletcher-Thompson, Inc. as the most qualified firm. The contract was subsequently approved by Commissioner Currey in November 2015.

This contract is for *Design –Build Total Cost Project Value Teams* related to the Eastern Connecticut Regional Fire Training School Renovation Project from the initiation of the design phase through the completion of construction. DCS has submitted to SPRB a binder containing the D-B Agreement between DAS/DCS – PDS as well as standard DCS project submittals which include the following:

- Scope of Work Summary
- the Project Advertisement,
- the Internal Review Ranking,

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- the Selection Approval Memo
- the Project Schedule
- Total Cost Proposal Form
- Agency Funding Verification Form – Bond Authorization Only – Bond Approval Pending
- DCS B-1105
- Detailed Cost Breakdown
- Required Licenses

DCS has also provided SPRB a copy of all the project volumes which shall be utilized as the basis of design.

RECOMMENDATION: Based on the submittal materials provided and the satisfactory narrative regarding the bid process; SPRB Staff recommends approval of this contract for Carlin Construction Company, LLC in partnership with Fletcher-Thompson, Inc. to act as the Design-Build Entity for the Eastern Connecticut Regional Fire Training School Renovation Project at total fee of \$14,996,312.

It should be noted that while scope of each of the fire training school project is generally consistent; the \$3.5M cost proposal for this project versus Burrville can be attributed to the following factors:

D-B CSI Line Item	Burrville Fire Training	Eastern Connecticut Fire Training
05 Metals	\$675,000	\$1,065,000
07 Thermal Moist. Protection	\$575,000	\$1,181,000
09 Finishes	\$400,000	\$960,000
23 HVAC Improvements	\$1,190,000	\$1,926,000
31 Earthwork	\$1,600,000	\$3,646,000

When reviewing the conceptual site plan for each location you can visualize the cost differential required for the preparation of the Eastern CT Fire Training School versus the Burrville Fire Training School. The Eastern CT School is also programmed for approximately 22,000 GSF of Admin and Maintenance Areas while Burrville is programmed for about 16,000 GSF. These differences can support the overall cost differential for Metals, Thermal Protection, Finishes and HVAC Improvements for the two projects as well as the fact that the Eastern CT project includes a phasing requirement.

**6. ARCHITECT-ENGINEER - NEW BUSINESS**

**7. OTHER BUSINESS**

**8. VOTES ON PRB FILE:**

**PRB FILE #20-008** – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #20-008. The motion passed unanimously.

**PRB FILE #20-011** – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #20-011. The motion passed unanimously.

**PRB FILE #20-006** – Mr. Halpert moved and Mr. Valengavich seconded a motion to approve PRB FILE #20-006, subject to the following notations:

NOTES:

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1. The Board requires that DCS pursue Eversource Energy for reimbursement of \$55,113.07 the State expended for gas-line trenching. State should not be held responsible to pay for costs associated with Eversource's responsibility. This constitutes savings to the State.
2. Comments on the draft letter # 2 presented to the Board regarding this reimbursement:
  - a. The letter must demand the reimbursement rather than Eversource "consider" reimbursement.
  - b. The letter must also reference Statutory or regulatory citation, if applicable, that requires Eversource to trench and lay their lines within the local roadways and easement areas.
  - c. A higher authority at Eversource should be copied on the letter including the Board.
3. DCS should have negotiated the fee with Eversource before a decision was made to authorize D/B Contractor to perform the work.
4. The Board reiterates to DCS that this proposal, as with prior proposals, time is of the essence and submissions must be presented *prior* to issuing any Notice to Proceed for expanded scope of services that requires amendment/s to the D/B contract.
5. The Board suggests that a thorough review of the D/B Contract be implemented to provide better protections to the State by strengthening language to avoid future disagreements on responsibilities of the D/B Contractor. The Board also suggests to review the D/B Contractor selection process. The Board staff is available to assist DCS in this review.

The motion passed unanimously.

9. **NEXT MEETING** – Thursday, February 13, 2020.

The meeting adjourned.

APPROVED:  Date: 2/10/20  
John Valengavich, Secretary