

# STATE PROPERTIES REVIEW BOARD

## Minutes of Meeting Held On July 27, 2020 – remotely via telephone conference –

Pursuant to Governor Lamont's Executive Order No. 7B regarding suspension of In-Person Open Meeting requirements, the State Properties Review Board conducted its Regular Meeting at 9:30AM on July 27, 2020 remotely via telephone conference at (866)-692-4541, passcode 85607781.

### Members Present:

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

### Members Absent:

### Staff Present:

Dimple Desai  
Thomas Jerram

### Guests Present

Rahul Abraham, APM, DCS

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 moved and Mr. Berger seconded a motion to approve the minutes of the July 23, 2020 Meeting. The motion passed unanimously.

### 2. COMMUNICATIONS

### 3. REAL ESTATE- UNFINISHED BUSINESS

Mr. Valengavich moved and Mr. Halpert seconded a motion to go out of Open Session and into Executive Session at 9:53. The motion passed unanimously.

## EXECUTIVE SESSION

### *For Discussion Purposes Only*

<b>PRB #</b>	<b>19-255-A</b>
<b>Transaction/Contract Type:</b>	AG/PDR
<b>Origin/Client:</b>	DoAG/DoAG

### **Statutory Disclosure Exemptions: 1-200(6) & 1-210(b)(7)**

Mr. Valengavich moved and Mr. Halpert seconded a motion to go out of Executive Session and into Open Session at 10:13. The motion passed unanimously.

**OPEN SESSION**

**4. REAL ESTATE – NEW BUSINESS**

**PRB #** 20-124  
**Transaction/Contract Type:** RE – Conveyance of Land  
**Origin/Client:** DOT/DOT  
**Project Number:** 95-212-16A  
**Grantee:** Town of New Milford  
**Property:** New Milford, East St @ Bridge Street  
**Project Purpose:** Conveyance of Land for Open Space Purposes only  
**Item Purpose:** Quit Claim Deed

**Sale Price:** \$0

On June 13, 2019, the Board approved the conveyance of 11,322 square feet of land to the Town of New Milford for open space purposes. The conveyance was for no monetary consideration and included a reverter clause if utilized for any other purpose. According to DOT “Subsequent to this file being submitted to your office for signature, a revision was requested by the Assistant Attorney General to revise the wording of the reversionary clause. The revisions to the subject deed have been made and changes have been reviewed by the Assistant Attorney General.”

The AG requested corrections on page 2 are as follows:

Page 2 - 1<sup>st</sup> paragraph  
New

Reserving unto the State of Connecticut, its successors and assigns forever, an easement for existing utilities, and an easement for traffic signalization devices and appurtenances thereto under, over and across the premises herein conveyed, as reflected on said map.

Original deed

Reserving unto the State of Connecticut, its successors and assigns forever, an easement for existing utilities, and an easement for traffic signalization devices and appurtenances thereto under, over and across portions of the premises herein conveyed, as more particularly shown on said map.

Page 2 - 2<sup>nd</sup> paragraph  
New

Reserving unto the State of Connecticut, its successors and assigns forever, a right of entry and power of termination, whereby the Town of New Milford agrees, by accepting this deed, that it will convey any or all of the premises back to the State of Connecticut upon written notification to the Town of New Milford that the State of Connecticut requires the land, or any portion thereof, for highway purposes.

Original deed

In the event that the Grantor finds it necessary to utilize said premises, or a portion of said premises, for highway/transportation purposes, then said premises (or portion thereof) shall revert to the State of Connecticut.

Page 2 - 3<sup>rd</sup> paragraph in original removed

In the event that the Grantor does not use said premises for the purpose specified herein, then said premises shall revert to the State of Connecticut.

**RECOMMENDATION:** Staff recommend **approval of this Quit Claim Deed** to assign the land and easements acquired by the State to the Town of New Milford is recommended for the following reasons:

1. The conveyance complies with Section 13a-80 of the CGS governing the release of property and easements by the commissioner of transportation.
2. Release of the land will relieve the DOT of maintenance costs associated with the land.
3. DOT reserves an easement for existing utilities, and an easement for traffic signalization devices and appurtenances.
4. DOT reserves the right to acquire any portion, or all of land conveyed, for future highway projects.
5. The descriptions in the Quit-Claim to release the real property are consistent with the description in the DOT map.

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From PRB #19-205:

Pursuant to a May 12, 2011 request from the Mayor of New Milford, DOT is conveying to the Town the remaining land not utilized in the reconstruction of Grove Street (Route 67 and U.S. Route 202). This property is located at one of the gateways to the Town and the Town is working with the local Rotary Club who had committed to the long-term maintenance of the property.

The property is conveyed to the town with the following rights/restrictions:

1. The Town must use the land for Open Space Purposes only;
2. DOT reserves an easement for existing utilities, and an easement for traffic signalization devices and appurtenances.
3. DOT reserves the right to acquire any portion of this land conveyed to the Town for future highway projects at no cost to the.

The Quit-Claim deed releases the following:

STATE FILE NO.	FORMER OWNER	DEED TYPE/ VOLUME/PAGE	APPROX. ORIGINAL PURCH. PRICE/SZ.	DATE OF DEED
95-212-16	J. Hart Van Meter et al	Warranty Deed 930/549	25,419 ± s.f. 1,666,000.00	2/28/2007

J. Hart Van Meter, etal was approved by the Board under PRB File #06-339.

Staff requested DOT to clarify if a correction was required to change the term Grantor to Grantee in the deed:

Town of New Milford  
95-212-16A

Reserving unto the State of Connecticut, its successors and assigns forever, an easement for existing utilities, and an easement for traffic signalization devices and appurtenances thereto under, over and across portions of the premises herein conveyed, as more particularly shown on said map.

In the event that the Grantor finds it necessary to utilize said premises, or a portion of said premises, for highway/transportation purposes, then said premises (or portion thereof) shall revert to the State of Connecticut.

In the event that the Grantor does not use said premises for the purpose specified herein, then said premises shall revert to the State of Connecticut.

**RECOMMENDATION:** Staff recommend **approval of this Quit Claim Deed** to assign the land and easements acquired by the State to the Town of New Milford is recommended for the following reasons:

1. The conveyance complies with Section 13a-80 of the CGS governing the release of property and easements by the commissioner of transportation.
2. Release of the land will relieve the DOT of maintenance costs associated with the land.
3. DOT reserves an easement for existing utilities, and an easement for traffic signalization devices and appurtenances.
4. DOT reserves the right to acquire any portion of land conveyed for future highway projects.
5. The descriptions in the Quit-Claim to release the real property are consistent with the description in the DOT map.

<b>PRB #</b>	<b>20-125</b>
<b>Transaction/Contract Type:</b>	RE – Conveyance of Land
<b>Origin/Client:</b>	DOT/DOT
<b>Project Number:</b>	95-212-16A
<b>Grantee:</b>	Town of New Milford
<b>Property:</b>	New Milford, East St @ Bridge Street
<b>Project Purpose:</b>	Conveyance of Land for Open Space Purposes only
<b>Item Purpose:</b>	Quit Claim Deed

On March 14, 2013, the State of Connecticut through its Office of Policy and Management entered into an Intergovernmental Agreement with DOT, the City of Bridgeport, the Town of Stratford and the Federal Aviation Administration governing safety improvements to Igor Sikorsky Memorial Airport. The safety improvements included the relocation of Route 113 to permit construction of a Runway Safety Area (RSA) with an Engineered Material Arrestor System to Runway 6-24. This agreement also addressed flooding issues along the Route 113 corridor in the area of the airport.

To complete construction for the RSA, DOT agreed to relocate CT Route 113 to the northeast on land owned by the City of Bridgeport located in the Town of Stratford.



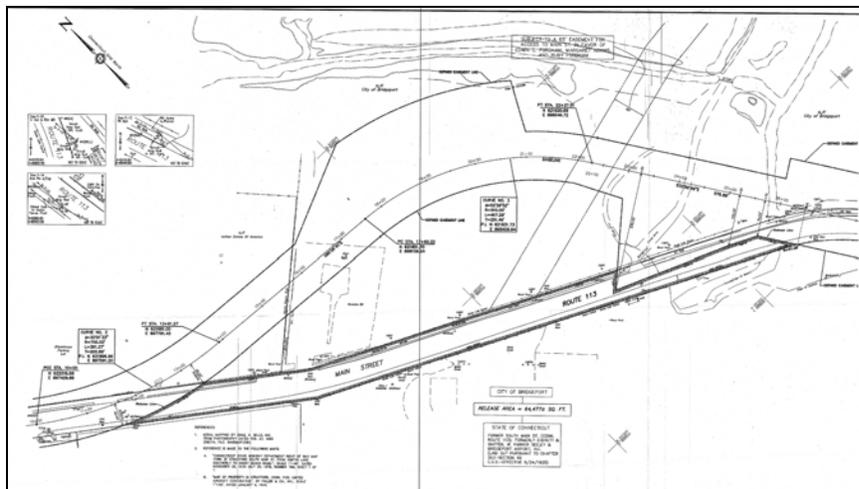
Sikorsky Airport prior to relocation of Route 113



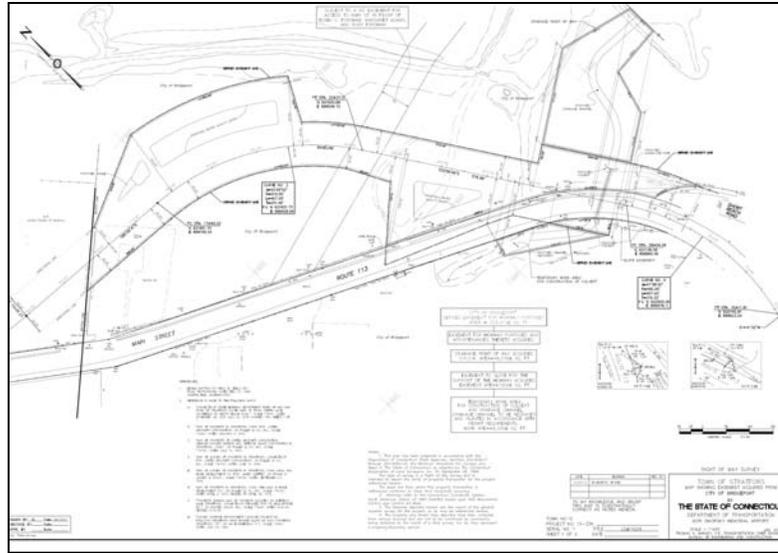
Sikorsky Airport after relocation of Route 113

The roadway construction is now complete and both DOT and the City of Bridgeport are prepared to convey the respective land and easements (4) to each other as identified in the following maps.

Parcel #1 DOT to convey 64,477 sf to City of Bridgeport



Parcel #2 City of Bridgeport to convey Easements (4) to State of Connecticut



The terms of the exchange include:

DOT will convey 64,477 square feet of land to the City of Bridgeport for no monetary consideration in exchange for the City of Bridgeport conveying following:

- A Defined Easement for Highway Purposes over an area of 225,517± square feet;
- A Drainage Right of Way acquired over an area of 48,276± square feet;
- An Easement to Slope in support of the highway over an area of 1,354± square feet; and
- A Temporary Work Area for Construction of Culvert and Drainage Area over an area of 8,335 square feet.

Pursuant to an October 24, 2016 letter from the FAA, no appraisals were required for the grant of easements over airport land to the State of Connecticut. No appraisals were obtained on the state-owned land to be released to the City of Bridgeport and not necessary given the acquisition of the Defined Easement over 225,517 square feet of land.

**RECOMMENDATION:** Staff recommend Board approval for the conveyance of the 64,477 to the City of Bridgeport via a Quit Claim Deed, for the following reasons:

1. The conveyance is consistent with the DOT Commissioner's authority under CGS 13a-80;
2. The legal description in the Quit Claim Deed is consistent with the survey map prepared by DOT; and
3. The conveyance was contemplated in the 2013 Intergovernmental Agreement.



## 5. ARCHITECT-ENGINEER - UNFINISHED BUSINESS

<b>PRB #</b>	<b>20-122</b>
<b>Origin/Client:</b>	DCS/CCSU
<b>Transaction/Contract Type</b>	AE / Amendment #2
<b>Project Number:</b>	BI-RC-393
<b>Contract:</b>	BI-RC-393-CA
<b>Consultant:</b>	Downes Construction Company, LLC
<b>Property</b>	New Britain, Stanley St (1615) – Kaiser Hall
<b>Project purpose:</b>	New Kaiser Hall Annex & Kaiser Hall Renovation
<b>Item Purpose:</b>	Amendment # 2

Mr. Rahul Abraham, Assistant Project Manager, was invited to participate in the meeting at 9:36 and left the meeting at 10:05.

Proposed Amount: \$332,898

At the June 16, 2016 SPRB meeting, the Board approved PRB #16-145 in the amount of \$992,280 to compensate the Consultant for CA services in conjunction with the Kaiser Hall project. At that time, the overall construction and total project budget were established at \$17,872,369 and \$25,385,809 respectively.

At the July 9, 2018 SPRB meeting, DAS/DCS requested approval to compensate the Consultant via Amendment #1 (PRB #18-073) for changes to the CA fee schedule in the amount of \$99,754 for the following:

1. Deduct Schematic Design Phase Support (not used) - **(\$19,660 credit)**
2. Increase Project Manager's time from 1.5 to 2 days per week for the Construction Phase - \$70,735
3. Increase Project Superintendent's time to manage pre-construction submittals and close-out - \$35,774
4. Increase the MEP Coordinator/Engineer's time for as-needed field engineer support - NTE \$20,230
5. Decrease the Project Engineer's time during the Construction Phase - **(\$7,325.00 credit)**

At that time, the overall construction was increased to \$18,405,564 and the total project budget was unchanged at \$25,385,809.

At that meeting the Board rejected proposed Amendment #1, informing DAS/DCS a revised proposal can be submitted to the Board for items 1, 2, 4, and 5 above in the amount of \$63,980 (vs. \$99,754).

At the July 26, 2018 SPRB meeting the Board under PRB #18-145 approved DAS/DCS revised request to compensate the Consultant via Amendment #1 changes to the CA fee schedule in the amount of \$63,980 for items 1, 2, 4, and 5 above.

Under this proposal (PRB #20-122), DAS/DCS is now seeking SPRB approval to approve Amendment #2 to the Consultant's Contract for the following:

1. Early Start: (\$35,744) – DAS/DCS authorized the Consultant to start the submittal process early, prior to Notice to Proceed (NTP), while the general contractor was obtaining the DEEP Stormwater Management Permit, expected to take 60 days for review and approval. This period starting from December 20, 2017 to February 14, 2018 was not anticipated at the time of the original CA contract and its construction duration of 486 calendar days. DAS/DCS acknowledged the Board previously declined this request, but reasoned the CA provided the staff for this additional period of time to the benefit of the State and Project, as evidenced by the staffing chart.

As reasoned under PRB #18-073, just because the Consultant started reviewing the submittals 2 months before the notice to proceed for Construction does not warrant additional compensation for this time. Again, these reviews are not for “additional services”. These reviews would have been conducted regardless of the start date.

2. Additional Construction Administration Services past the contractual substantial completion date until December 31, 2019: (\$289,124)–The Consultants original contract included CA services during the construction phase, which was estimated to be 486 calendar days until substantial completion and 90 days for closeout. This CA Contract permits the DAS Commissioner to extend the number of calendar days for a reasonable fee as this Contract did not include language that added 10% additional days found in newer CA contracts. DAS/DCS is seeking approval for additional CA services from June 15, 2019 through December 31, 2019. The coverage is based on spending a total of 264 hours per month between the CA and their Sub-Consultants.
  
3. Additional Envelope Building Commissioning Agent services past the contractual substantial completion date until December 31, 2019: (\$8,000) – The extended construction duration necessitated the building envelope commissioning agent make additional site visits for inspections of the work. There were four months of additional site visits required of this sub-consultant, and the amount requested for such services is \$8,000.00.

DAS/DCS states that a 2-28-2020 correspondence to the General Contractor notified the GC that DAS has assessed the GC \$1,607,067 in liquidated damages for the period of 6-7-2019 through 12-23-2019. DAS has retained and set off the sum of \$1,367,568.58 from the September 2019 payment application and the balance on the GC contract. It is the intent of DAS that the liquidated damages monies will be used to compensate the CA and its Sub-Consultants for the extended services notated in Items #2 and #3 above.

The overall construction budget was increased to \$18,420,801, from \$17,872,369. The total project budget remains unchanged at \$25,385,809.

DCC Fee for Basic Services (PRB #16-145)	<u>COST (\$)</u> (BASIC)	<u>COST (\$)</u> (SPECIAL)	<u>C. Budget</u> ( <u>\$</u> )	<u>(%)</u> <u>Budget</u>
Pre-Construction Phase	\$144,445			
Construction Phase	<u>+\$720,215</u>			
TOTAL BASIC SERVICE FEE (#16-113) (A)	\$864,660		\$17,872,369	4.83%
<u>SPECIAL SERVICES:</u>				
Commissioning (Van Zelm Engineering)		<u>+\$127,620</u>		
TOTAL SPECIAL SERVICES(B)		\$127,620		
TOTAL FEE ( PRB #16-145) (A) + (B)		\$992,280	\$17,872,369	5.55%
PRB #18-145 – additional construction admin fees (A1)	<u>+\$63,980</u>			
TOTAL BASIC SERVICE FEE (#18-073) (A) + (A1)	\$928,640		\$18,405,564	5.05%

PRB #20-122 – additional construction admin fees (A2)	<u>+\$324,868</u>			
TOTAL BASIC SERVICE FEE (#20-122) (A) + (A1)+(A2)	\$1,253,538		\$18,420,801	6.81%
PRB #20-122 – additional special services (commissioning) (B1)		\$8,000		
TOTAL FEE ( PRB #20-122) (A) + (A1)+ (A2) + (B) + (B1)		\$1,389,158	\$18,420,801	7.54%

Staff inquired with DAS/DCS to provide clarification to the following:

1. Please clarify how the Commissioning Agent’s \$8,000 fee was calculated for additional visits over a four month period.

DCS Response: The \$8,000 is carried as an allowance for additional site visits required.

Staff Response: in the write up it says this service is for until December 31, 2019 meaning not allowance.

DAS Response 07/22: There are still issues with the building envelope and the number of site visits required could not be determined. Therefore the \$8,000 is carried as an allowance to cover for any additional costs required until substantial completion. The intent is not to pay this amount as a lump sum.

Staff Response: This being allowance contradicts the DCS’s SPRB memo and the consultant proposal. DCS has already issued substantial completion on 12/23/2019 (per DCS). Also, if this is not a lump sum payment, backup should be provided as to how the payment will be calculated, e.g hourly rates, etc.

2. What is the status of the liquidated damages in light of DAS/DCS previously planning on compensating the ARC Consultant out of the liquidated damages?

DCS Response: Please see the attached DAS letter to LBI. DAS has assessed liquidated damages in the amount of \$1,607,067 and collected \$1,367,568.58 from LBI.

Staff Response: DCS provided the letter (uploaded to Sharepoint). OK

3. Was this extension provided in writing by the Commissioner around June 2019?

DCS Response: It is my understanding that all contract extensions needs to be made through contract amendments. The answer to your question- No. DAS has not provided anything in writing to Downes for their extension around June 2019. Downes Construction continued to provide their services to the State in good faith till the end of the project. OK

4. Why is this amendment brought to the Board now, almost a year later after it was recognized that CA services will go beyond the anticipated substantial completion date?

DCS Response: DAS has stated to both the board and its executive director during meetings, reports, calls and at board meetings that this amendment was forthcoming. mentioned to you during the Sasaki (A/E) amendment. During the AE amendment for this project, DAS noted to the SPRB that the CA amendment would be submitted after the approval of the AE’s amendment. The intent was ensure that the SPRB understood the construction contract status, and to allow DAS to include SPRB comments from the AE review into the CA amendment. Regarding the substantial completion date, the GC has been unable to provide the State an accurate schedule for completion and continued fall behind their schedule. OK

5. Provide time sheets for CA’s staff involved from June 2019 through December 2019, per the cost proposal breakdown including sub-consultants.

DCS Response: The number of hours for each CA staff for this period is identified in the proposal from Downes. I can confirm personally that the CA had provided more hours, especially the on-site superintendent, than what is requested through their proposal including working on weekends.

Staff Response: As the project winds down, why the CA staffing remains the same? What percentage of the project was completed before the 6 month extension began? Did DCS receive time sheets from the CA? If yes, please provide.

DAS Response 07/22: Due to the issues we had on the project full support was required till substantial completion. This is typical on most of the DAS projects. DAS had explained issues faced on this to SPRB during the Sasaki amendment. DAS has no timesheets available to provide. The project was at 79% complete as of end of June 2019 (% complete from June 2019 payment application).

Staff Response: The project was almost 80% complete. Granted that there were numerous issues with the project. However, it does not require full CA staffing. DCS should have kept record of hours spent by CA staff rather than assuming full staff support during the extension period. This should have been negotiated when it was known that the project will need extension based on the situation at that time. This does not seem to be a good business practice.

6. Provide backup documentation for \$1.607 million in liquidated damages

DCS Response: see attached DAS letter dated 02/27/20

Staff Response: DCS provided the letter (uploaded to Sharepoint). OK

7. Did CA provide recovery/acceleration schedule per - CA Contract Appendix Section H. Construction Phase Services, subsection 1.3.4 Recovery/Acceleration Schedules.

DCS Response: The referenced section of the CA contract does not require the CA to provide a recovery schedule but to request the GC for a recovery schedule and review and analyze the recovery schedule (see below screenshot). The CA has repeated requested recovery schedules per this contract requirement.

Staff Response: Correct, the question referenced CA in error. Pl clarify that the CMR did not provide recovery/accelerated schedule for review.

1.3.4 Recovery/Acceleration Schedules: If the CA believes that the implementation of a recovery or acceleration schedule is appropriate to the project, the CA shall so advise the DCS PM. When directed by the DCS PM, the CA shall request the recovery or acceleration schedule. In all cases, when a project falls 21 or more calendar days behind the current baseline schedule, a recovery schedule is to be requested from the CMR. The CA will review and report in writing on all recovery and acceleration schedules, including increased resource loading, to determine reasonableness and appropriateness to achieve desired result. The CMR is required per the CMR contract to provide cost-loaded and man power loaded recovery schedules when work falls behind the baseline schedule. The CA shall analyze and report on the appropriateness of the CMR's recovery schedule including the indicated man power.

DAS Response 07/22: This was a GC project. The GC did not provide a proper recovery/accelerated schedule for review. OK

8. Please provide a status of the project given the 12-23-2019 Notice of Substantial Completion. Why was this notice provided knowing that significant punch list items remain? What were the significant items and did these items interfere with CCSU's operations and use of the facility?

DCS Response: LBI had until 04/12/20 to finish the punchlist work and continued to work on the punchlist items until 04/03/20 when DAS requested them to leave the site in order to prepare the space for the temporary field hospital by CT National Guard in response to State's COVID-19 response. DAS issued the substantial completion on 12/23/19 so that the university can make use of the space. One of the significant items was the roof. DAS along with the AG's office is presently working on addressing the concerns with the General Contractor. These issues did not interfere with CCSU's operations and use of the facility. OK

9. Why should the State be held responsible for this compensation as it is a direct result of Lawrence Brunoli's inability to manage the project and maintain the construction schedule?

DCS Response: As mentioned in the SPRB memo and noted during the Sasaki amendment, liquidated damages collected from the contractor is the source of funding for this amendment. OK, this constitutes savings as Board had asked DCS in the Architect's proposal to recoup funds from liquidated damages.

10. Are there any delays not related to Lawrence Brunoli's ability to complete the project in a timely manner?

DCS Response: Not at this time. LBI continues to blame the state for any and all delays but has not proved their claim to date. OK

RECOMMENDATION: It is recommended that the Board REJECT this Amendment #2. The overall basic service rate of 6.81% exceeds the established guideline rate of 5.0% for this Group B New Construction Project.

- Early Start: (\$35,744) – REJECT – DCS should not submit this request again.
- Additional CA Services past the contractual substantial completion date until December 31, 2019: (\$289,124)
- Additional Envelope Building Commissioning Agent services past the contractual substantial completion date until December 31, 2019: (\$8,000) – REJECT - It is not a good practice to approve allowances for projects. DCS should seek approvals for services being procured and provide backup such as tasks, hourly rate, position/title providing services, etc.

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Re: PRB # 18-145, Standard Fixed-Fee—Construction Administration Services Contract  
Central Connecticut State University– Kaiser Hall New Annex & Renovation Project  
Project #BI-RC- 393-CA, Downes Construction Company, LLC – Amendment # 1 - \$63,980.00

Update – July 24, 2018

The file PRB # 18-073 was rejected by the Board and realized savings of \$35,774.

DCS submitted revised file PRB # 18-145 for Board approval with reduced fee of \$63,980.

RECOMMENDATION:

Staff has reviewed this file and recommends APPROVAL of this Amendment # 1 in the amount of \$63,980.

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From PRB #18-073

Update – July 3, 2018

DCS provided clarifications to the questions raised by the Board. Following are the DCS responses in RED:

1. Deduct Schematic Design Phase Support (not used) (\$19,660.00): Although negotiated prior to the beginning of the project design phase, the CA contract was not executed until after the Schematic Design Phase was complete – opportunity to comment passed, but the Schematic Design Phase services remained in the contract.
2. Increase Project Manager’s time from 1.5 to 2 days per week for the Construction Phase: \$70,735.00 – Provide details as to what changes in efforts in administering the project necessitated increase in Project Manager’s time: 2-days per week for construction phase Project Manager services is the minimum amount of time for which DAS is comfortable. At the time of the original contract negotiations, DAS was concerned that the budget would not afford the 2-day services. With the reconciliation of the budget following the bid phase, the budget can cover the 2-day of weekly service. Due to the high degree of attention from both Central Connecticut State University Administration and the State College and University System Office Administration on this project, restoring this half day per week time for the CA’s senior staff is needed.
3. Increase Project Superintendent’s time to manage pre-construction submittals and close out \$35,774.00 – Review of Administration and technical submissions and shop drawings are routine for these types of projects and would have to be reviewed regardless of the timing. Provide details as to what changes necessitated increase in the Superintendent’s time. The contract and purchase order with the General Contractor (Lawrence Brunoli, Inc.) was executed on December 11, 2017. Construction activities could not begin until the General Contractor submitted and received the stormwater management permit for construction activities from DEEP. The permit was issued by DEEP on February 14, 2018. 2 plus months period was used by the General Contractor to begin submittal preparation, coordination and approval. The project superintendent was needed during this time to process these submittals. Construction began with the notice to proceed dated February 14, 2018; the 16 –month construction duration began with this February notice to proceed. The construction phase duration for the superintendent’s services matches the 16-month construction period. A 2 – month extension of the superintendent’s time is needed to cover this pre-notice period and provide coverage for the final 2 – months of construction. The 90-day close out period for construction is in addition to the aforementioned time periods.
4. Increase the MEP Coordinator/Engineer’s time up to \$20,230.00 for as-needed field engineer support \$20,230.00 – These types of coordination tasks should have been accounted for in the original contract. Please explain why this should be accounted as extra effort?: During the negotiations for the original contract, December 2015 to February 2016, DAS anticipated the need for a part-time MEP Coordinator to observe and monitor the critical MEP work activities. This work has historically been the most problematic installations and commissions on modern building projects. DAS set these anticipations for the MEP Coordinator early in the project development prior to any facility design. With the benefit of the completed 2017 design and a more refined understanding of the project requirements, DAS needs to amend the MEP Coordinator role to a Project Engineer. The MEP Coordinators original time and value needs to increase from 73.5 hours and \$8,520.00 to a not-to-exceed amount of 230 hours and \$20,230.00. This field engineer’s services are not needed throughout the entire duration of construction, but only during the following critical phases of the project (foundation development, HVAC and HVAC control installation and fire alarm programming). This amounts to approximately 12 weeks during the 16 month construction duration where DAS will need this engineer’s support.
5. Decrease the Project Engineer’s time during the Construction Phase (\$7,325.00): The Project Engineer and MEP Coordinator roles have been amended and combined. Please see explanation to Question 4

**RECOMMENDATION:**

Staff has reviewed the responses and finds the responses to items 1, 2, 4, 5 acceptable. However, response to item 3 is not acceptable. Just because the General Contractor started reviewing the submittals 2 months before the notice to proceed for Construction does not warrant additional

compensation for this time. Again, these reviews are not for “additional services”. These reviews would have been conducted regardless of the start date. The coverage for the final 2-months of Construction is part of the original contract. Therefore, there should not be additional compensation for this “pre-construction” submittals.

It is recommended that the Board REJECT this file PRB # 18-073. DCS can submit revised proposal for items 1, 2, 4, and 5 in the amount of \$63,980 (vs. \$99,754).

Project History:

In general this project involves the design and construction of a new 70,000 GSF Recreation Center and renovations to the existing Kaiser Hall Facility at Central Connecticut State University (“CCSU”). The new recreation center will be designed and constructed with a 50-year+ life expectancy and is anticipated to provide multi-sport courts, a wellness track, fitness areas, studio space, pilates area, offices, meeting rooms and complete shower facilities. The design and layout of this facility shall be appropriate for the recreational and educational needs of a 12,000 student campus population. The project will also include the complete renovation of the existing Kaiser Hall Gymnasium to include a 1<sup>st</sup> and 2<sup>nd</sup> Floor entrance as well as VIP seating, a press box, elevator access and other associated basketball court amenities. The overall project will also include the demolition of the existing 34,000 GSF fabric structure currently adjacent to the athletic facility as well as a new access drive, pedestrian access and landscaping. During the previous approval under PRB # 16-145, the overall construction and total project budget was established at \$17,872,369 and \$25,385,809 respectively.

In July 2015 the Department of Construction Services (“DCS”) issued a Request for Qualifications (RFQ) for Construction Administrator Consultant Teams related to the Renovate/Expansion of Kaiser Hall and Kaiser Annex Project. DCS elicited seven (7) responses to the advertisement of which all of the respondents were considered “responsive”. DCS then proceeded to review the seven submittals and after the completion of the internal review process, five firms were selected for short-listed interviews. These firms were as follows, Newfield Construction, Inc., STV Construction, Inc., Downes Construction Company, LLC, Hill International, Inc., and O&G Industries, Inc. The State Selection Panel consisted of 5 members and interviewed each firm for evaluation purposes based upon an established weighted ranking system. At the conclusion of the process DCS identified Downes Construction Company, LLC (“DCC”) as the most qualified firm.

This contract is for Construction Administrator Consultant Team Services for the completion of the Renovate/Expansion of Kaiser Hall and Kaiser Annex Project. The scope of work for this contract includes both preconstruction and construction phase services as well as mechanical and building envelope commissioning. Under the previous approval, the overall compensation rate for basic services was \$864,660 with an additional \$127,620 for special services. As such the total project fee was \$994,205.

CONTRACT AMENDMENT # 1

This amendment is for \$99,754.00. Due to the complexity of the project and high degree of attention afforded to project activities by university administration, increasing the Construction Administrator manager’s time from 1.5 days per week to 2 days per week is needed. The notice to proceed for project construction activities was issued 2 months after execution of the contract to allow for the submission and issuance of a stormwater permit from DEEP. During this time period, the general contractor, Lawrence Brunoli, Inc., was allowed to prepare and submit administrative and technical submissions and shop drawings. As such, the early start necessitates an extension of the Construction Administrator’s superintendents’ time to review and process these submissions and coordinate preconstruction activities with the general contractor, DAS and the University.

This amendment # 1 will provide for the following:

- 1) Deduct Schematic Design Phase Support (not used) (\$19,660.00)
- 2) Increase Project Manager’s time from 1.5 to 2 days per week for the Construction Phase \$70,735.00

- 3) Increase Project Superintendent’s time to manage pre-construction submittals and close-out \$35,774.00
- 4) Increase the MEP Coordinator/Engineer’s time up to \$20,230.00 for as-needed field engineer support \$20,230.00
- 5) Decrease the Project Engineer’s time during the Construction Phase (\$7,325.00)

FEE – The costs of basic and special services are as follows:

DCC Fee for Basic Services (PRB #16-145)	COST (\$) (BASIC)	COST (\$) (SPECIAL)	C. Budget (\$)	(%) Budget
Pre-Construction Phase	\$144,445			
Construction Phase	+\$720,215			
TOTAL BASIC SERVICE FEE (#16-113) (A)	\$864,660		\$17,872,369	4.83%
<b>SPECIAL SERVICES:</b>				
Commissioning (Van Zelm Engineering)		+\$127,620		
TOTAL SPECIAL SERVICES(B)		\$127,620		
TOTAL FEE ( PRB #16-145) (A) + (B)		\$992,280	\$17,872,369	5.55%
PRB #18-073 – additional construction admin fees (A1)	+\$99,754			
TOTAL BASIC SERVICE FEE (#18-073) (A) + (A1)	\$964,414		\$18,405,564	5.20%
TOTAL BASIC SERVICE FEE (#18-073) (A) + (A1) + B	\$964,414	\$1,092,034	\$18,405,564	5.93%

**RECOMMENDATION:** It is recommended that SPRB SUSPEND Contract Amendment #1 for Downes Construction Company, LLC. SPRB Staff is recommending the Board request additional information on the following items:

1. Deduct Schematic Design Phase Support (not used) (\$19,660.00)
2. Increase Project Manager’s time from 1.5 to 2 days per week for the Construction Phase \$70,735.00 – Provide details as to what changes in efforts in administering the project necessitated increase in Project Manager’s time.
3. Increase Project Superintendent’s time to manage pre-construction submittals and close-out \$35,774.00 – Review of administrative and technical submissions and shop drawings are routine for these types of projects and would have been reviewed regardless of the timing. Provide details as to what changes necessitated increase in the Superintendent’s time.
4. Increase the MEP Coordinator/Engineer’s time up to \$20,230.00 for as-needed field engineer support \$20,230.00 – These types of coordination tasks should have been accounted for in the original contract. Please explain why this should be accounted as extra effort?
5. Decrease the Project Engineer’s time during the Construction Phase (\$7,325.00)

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Re: PRB # 16-145, Standard Fixed-Fee—Construction Administration Services Contract  
Central Connecticut State University– Kaiser Hall New Annex & Renovation Project  
Project #BI-RC- 393-CA, Downes Construction Company, LLC - Total Fee \$992,280

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PROJECT BRIEF– In general this project involves the design and construction of a new 70,000 GSF Recreation Center and renovations to the existing Kaiser Hall Facility at Central Connecticut State University (“CCSU”). The new recreation center will be designed and constructed with a 50-year+ life expectancy and is anticipated to provide multi-sport courts, a wellness track, fitness areas, studio space,

pilates area, offices, meeting rooms and complete shower facilities. The design and layout of this facility shall be appropriate for the recreational and educational needs of a 12,000 student campus population. The project will also include the complete renovation of the existing Kaiser Hall Gymnasium to include a 1<sup>st</sup> and 2<sup>nd</sup> Floor entrance as well as VIP seating, a press box, elevator access and other associated basketball court amenities. The overall project will also include the demolition of the existing 34,000 GSF fabric structure currently adjacent to the athletic facility as well as a new access drive, pedestrian access and landscaping. The overall construction and total project budget have been established at \$17,872,369 and \$25,385,809 respectively.

In July 2015 the Department of Construction Services (“DCS”) issued a Request for Qualifications (RFQ) for Construction Administrator Consultant Teams related to the Renovate/Expansion of Kaiser Hall and Kaiser Annex Project. DCS elicited seven (7) responses to the advertisement of which all of the respondents were considered “responsive”. DCS then proceeded to review the seven submittals and after the completion of the internal review process, five firms were selected for short-listed interviews. These firms were as follows, Newfield Construction, Inc., STV Construction, Inc., Downes Construction Company, LLC, Hill International, Inc., and O&G Industries, Inc. The State Selection Panel consisted of 5 members and interviewed each firm for evaluation purposes based upon an established weighted ranking system. At the conclusion of the process DCS identified Downes Construction Company, LLC (“DCC”) as the most qualified firm.

This contract is for Construction Administrator Consultant Team Services for the completion of the Renovate/Expansion of Kaiser Hall and Kaiser Annex Project. The scope of work for this contract includes both preconstruction and construction phase services as well as mechanical and building envelope commissioning. The overall compensation rate for basic services is \$864,660 with an additional \$127,620 for special services. As such the total project fee is \$992,280. DCS has confirmed for SPRB that funding is available for this contract.

FEE – The costs of basic and special services are as follows:

DCC Fee for Basic Services (PRB #16-145)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>C. Budget</u> <u>(\$)</u>	<u>(%) Budget</u>
Pre-Construction Phase	\$144,445			
Construction Phase	+\$720,215			
TOTAL BASIC SERVICE FEE (#16-113) (A)	\$864,660		\$17,872,369	4.83%
<u>SPECIAL SERVICES:</u>				
Commissioning (Van Zelm Engineering)		+\$127,620		
TOTAL SPECIAL SERVICES(B)		\$127,620		
TOTAL FEE ( PRB #16-145) (A) + (B)		\$992,280	\$17,872,369	5.55%

- The RFQ posted July 2015 elicited 7 candidates. The Selection Panel interviewed five firms and ultimately recommended the appointment of Downes Construction Company, LLC (“DCC”). The selection was approved by Commissioner Currey on 12/3/2015.
- DCC is locally located in New Britain. This firm was established in 1935 and has over 40 employees which includes 20± construction project managers and estimators.
- DCC provided DCS written correspondence that the company has not been exposed to any general liability or professional liability claims which is still open.
- The submittal is accompanied by a Consulting Agreement Affidavit notarized on 12/15/2015.

RECOMMENDATION: It is recommended that SPRB Approve this new contract for Downes Construction Company, LLC. to provide CA related services at the Renovate/Expansion of Kaiser Hall

and Kaiser Annex Project. The overall basic service rate of 4.83% is generally consistent with the established guideline rate of 5.0% for this Group B New Construction Project.

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

**7. OTHER BUSINESS**

**8. VOTES ON PRB FILE:**

**PRB FILES #20-124** – Mr. Valengavich moved and Mr. Halpert seconded a motion to approve PRB FILE #20-124. The motion passed unanimously.

**PRB FILES #20-125** – Mr. Valengavich moved and Mr. Halpert seconded a motion to approve PRB FILE #20-125. The motion passed unanimously.

**PRB FILE #20-122** – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #20-122. The motion failed with all Members voting against.

- Early Start: (\$35,744) – Previously rejected under PRB #18-073 – DCS should not submit this request again.
- Additional Envelope Building Commissioning Agent services past the contractual substantial completion date until December 31, 2019: (\$8,000) - It is not a good practice to approve allowances for projects without property backup. DCS should seek approvals for services being procured and provide backup such as tasks, hourly rate, position/title providing services, etc.

**9. NEXT MEETING** – Special Meeting, Tuesday, July 28, 2020.

The meeting adjourned.

**APPROVED:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
John Valengavich, Secretary