

## STATE PROPERTIES REVIEW BOARD

### Minutes of Meeting Held On August 31, 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 August 31, 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**

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 August 27, 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>20-165-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 10:06. The motion passed unanimously.

**OPEN SESSION**

**4. REAL ESTATE – NEW BUSINESS**

**PRB #** #20-157  
**Transaction/Contract Type:** RE – Lease  
**Origin/Client:** DOT/DOT  
**Project Number:** 102-119-3  
**Lessee:** City of Norwalk  
**Property:** Norwalk, Riverside Ave @ Ethan Allen Hwy (2,692 sf)  
**Project Purpose:** Norwalk River Valley Trail (NRVT)  
**Item Purpose:** 5-Year Lease

**Lease Price:** \$0

**Project Background:**

The NRVT traverses urban and woodland settings both on- and off-road segments, which are in varying stages of completion. Starting at Calf Pasture Beach, the trail passes through SoNo and Norwalk Center. Beginning at Calf Pasture Beach, the trail is on-road, bike lanes or shared roadway traveling north to the Maritime Aquarium. From the Maritime Aquarium 1.5 miles of trail are complete – off-road, paved, 10’ wide. This trail section leads north, past Oyster Shell Park, (under I-95) to Stepping Stones Museum and Lockwood Mathews Mansion and on to Union Park (near the downtown library). By 2020, with completion of additional trail segments, there will be 5 miles of continuous paved trail from Calf Pasture Beach to Broad Street. (1.5 miles on-road; 3.2 miles off road).

**Construction of the “Missing Link” going out to bid; completion anticipated by summer 2020.**

“The Missing Link”, a 1 ½ mi. segment, will join the two completed sections of the NRVT in Norwalk. This beautiful wooded section of trail will run alongside the Norwalk River and connect Union Park to New Canaan Ave. Once completed, it will provide over 3 miles of continuous off-road trail and connect to the on-road section of trail at the Maritime Aquarium.

Under this proposal, DOT will lease an irregularly-shaped, 2,692 square foot parcel of land, generally 14’ wide from Riverside Avenue to Ethan Allen Highway to permit construction of “The Missing Link.”

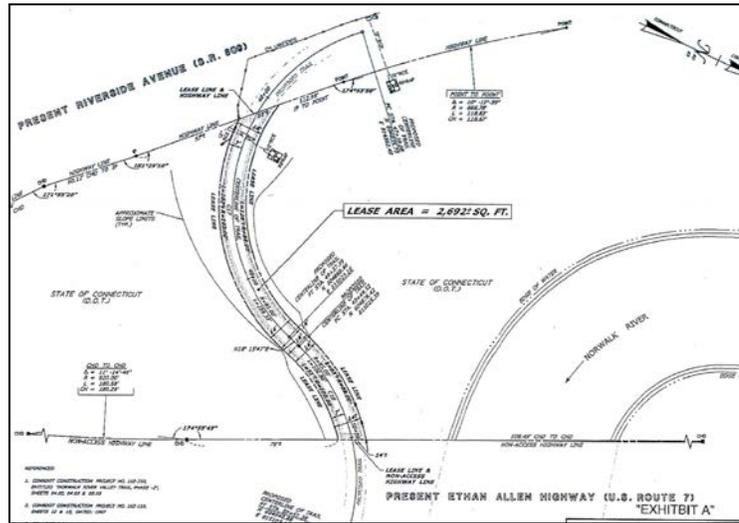
The terms of the lease are as follows:

Lessee	City of Norwalk
Premises	2,692 square feet
Use	Restricted to use as part of the NRVT (Section 1 of Lease Out)
Term	Five years commencing upon AG approval, two (2), five-year options to extend
Termination	Either party can terminate with 30 days’ notice, with or without cause
Rent	\$0.00/month.
Utilities, costs	All by tenant, if available (no electric, gas, sewer or water currently at site)
Other	Lease includes specifications as contained in “Standard Highway Lease Specifications & Covenants: Governmental” dated 4/1/2019, which are attached to the lease. The specifications include insurance and indemnification requirements.

The Lessee executed the Lease on April 23, 2020. The Lessor executed the Lease on June 30, 2020. OPM approved the Lease agreement on July 23, 2020.

**RECOMMENDATION:** Board approval of the submitted lease-out agreement to City of Norwalk is recommended for the following reasons:

- The commissioner of transportation has the authority under CGS §13a-80 to enter into lease agreements, subject to the approval of OPM (received 7/23/2020), the SPRB & the AG.
- This is a small, 2,692 square foot piece of land to be part of the NRVT and no other use.
- The Lessee pays no rent. The term of the lease is for 5 years, commencing upon approval of the AG. The lease includes two (2) additional five-year options, subject to a review and update of the rental fee. The State reserves the right to terminate the lease with 30 days' notice.





<b>PRB #</b>	<b>#20-158</b>
<b>Transaction/Contract Type:</b>	RE – Lease
<b>Origin/Client:</b>	DOT/DOT
<b>Project Number:</b>	102-119-78E
<b>Lessee:</b>	City of Norwalk
<b>Property:</b>	Norwalk, Riverside Ave (11,967 sf)
<b>Project Purpose:</b>	Norwalk River Valley Trail (NRVT)
<b>Item Purpose:</b>	5-Year Lease

**Lease Price:** \$0

Project Background:

The NRVT traverses urban and woodland settings both on- and off-road segments, which are in varying stages of completion. Starting at Calf Pasture Beach, the trail passes through SoNo and Norwalk Center. Beginning at Calf Pasture Beach, the trail is on-road, bike lanes or shared roadway traveling north to the Maritime Aquarium. From the Maritime Aquarium 1.5 miles of trail are complete – off-road, paved, 10’ wide. This trail section leads north, past Oyster Shell Park, (under I-95) to Stepping Stones Museum and Lockwood Mathews Mansion and on to Union Park (near the downtown library). By 2020, with completion of additional trail segments, there will be 5 miles of continuous paved trail from Calf Pasture Beach to Broad Street. (1.5 miles on-road; 3.2 miles off road).

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“The Missing Link”, a 1 ½ mi. segment, will join the two completed sections of the NRVT in Norwalk. This beautiful wooded section of trail will run alongside the Norwalk River and connect Union Park to New Canaan Ave. Once completed, it will provide over 3 miles of continuous off-road trail and connect to the on-road section of trail at the Maritime Aquarium.

Under this proposal, DOT will lease an irregularly-shaped, 11,967 square foot parcel of land for a parking area for patrons utilizing NRVT.

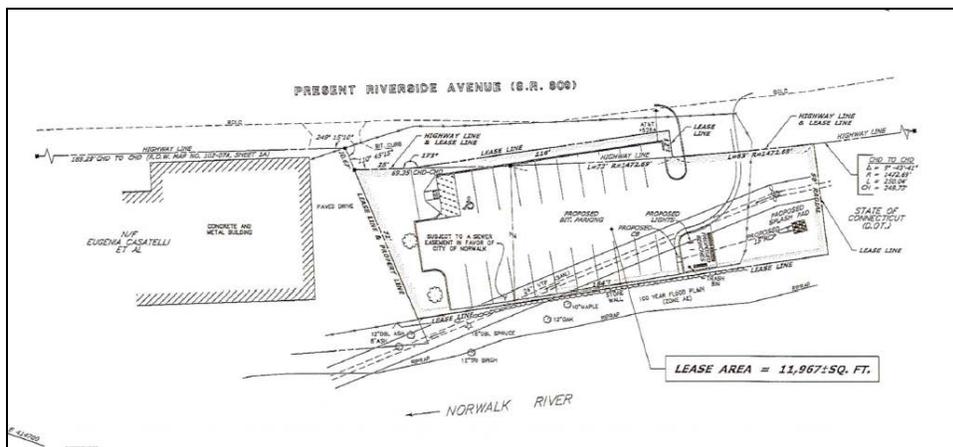
The terms of the lease are as follows:

Lessee	City of Norwalk
Premises	11,967 square feet
Use	Restricted to use for parking as part of the NRVT (Section 1 of Lease Out)
Term	Five years commencing upon AG approval, two (2), five-year options to extend
Termination	Either party can terminate with 30 days’ notice, with or without cause
Rent	\$0.00/month.
Utilities, costs	All by tenant, if available (no electric, gas, sewer or water currently at site)
Other	Lease includes specifications as contained in “Standard Highway Lease Specifications & Covenants: Governmental” dated 4/1/2019, which are attached to the lease. The specifications include insurance and indemnification requirements.

The Lessee executed the Lease on April 24, 2020. The Lessor executed the Lease on June 30, 2020. OPM approved the Lease agreement on July 23, 2020.

**RECOMMENDATION:** Board approval of the lease-out agreement to City of Norwalk is recommended for the following reasons:

- The commissioner of transportation has the authority under CGS §13a-80 to enter into lease agreements, subject to the approval of OPM (received 7/23/2020), the SPRB & the AG.
- This is a small, 11,967 square foot piece of land to be for parking as part of the NRVT and no other use.
- The Lessee pays no rent. The term of the lease is for 5 years, commencing upon approval of the AG. The lease includes two (2) additional five-year options, subject to a review and update of the rental fee. The State reserves the right to terminate the lease with 30 days’ notice.





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

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

<b>PRB #</b>	<b>20-161</b>
<b>Origin/Client:</b>	DCS/DCS
<b>Transaction/Contract Type</b>	AE / Amendment #2
<b>Project Number:</b>	BI-2B-381
<b>Contract:</b>	BI-2B-381-CA
<b>Consultant:</b>	Skanska USA Building, Inc.
<b>Property</b>	Hartford, Capitol Ave (165) – State Office Building & Garage
<b>Project Purpose:</b>	Renovations and New Parking Garage Project
<b>Item Purpose:</b>	Amendment #2

AUGUST 28, 2020  
Revised Consultant Fee: \$134,385 (Reduction of \$30,450)

~~CONSULTANT FEE: \$164,835~~

On February 24, 2020, under PRB File #20-017, the Board approved Amendment #1 to the contract to provide expanded design services totaling \$655,500, for the following scope.

The Consultant stated the following additional services were required:

- Additional CA Services for an Early Start from March 27, 2017
- The original Project GMP was split into two GMPs, one each for the SOB and Parking Garage
- Early work due to WAOs.

Under this proposed AMENDMENT #2 with Skanska USA Building, Inc., the fee is intended to compensate the Consultant an additional \$134,385 for additional CA Services in conjunction with the following:

- The fit out of existing empty ground floor space for relocated Trinity Street occupants;
- Comptroller workstation changes;
- Installation of screening to block work areas from the bathrooms and break rooms;
- Glass screening at the main lobby desk.

The period of weeks covered by this scope and fee, are

Phase 1\* – Design Review, is covered under the original CA contract’s additional 72 days. Skanska is not seeking compensation for time pertaining to this work;

Phase 2 – Procurement (6 weeks); and

Phase 3 – Construction Administration (16 weeks), of which the Consultant reduced their services from 173 hours/month to 86 hours/month during the final two months of the project.

*\*Please note: Phase 1 – Programming/Design Development Support and Review, is covered under the original CA contract’s additional 72 days. Skanska is not seeking compensation in this amendment for time pertaining to this work. Only compensation for Phase 2 and 3 are being sought in this amendment.*

REVISED STAFFING MATRIX

**CT SOB Future Space Fit-out - Proposed Fee for Skanska CA Services**

PROJECTED LABOR	2020												Projected Billing for Project		
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Hrs	Rate	Amount
<b>Project Management</b>															
<b>Project Management</b>															
K. Martin hrs/month													0	\$ 225	\$ -
H. Cence													0	\$ 220	\$ -
K. Kane Phase 2 hrs/month								16	32	32	32		112	\$ 220	\$ 24,640
K. Kane Phase 3								16					16	\$ 220	\$ 3,520
P. Benitez-Scheduler													0	\$ 195	\$ -
R. Benzinger													0	\$ 140	\$ -
R. L'Hereux-Phase 2							89	77					166	\$ 175	\$ 29,050
R. L'Hereux-Phase 3								96	173	86	86		441	\$ 175	\$ 77,175
													0	\$ -	\$ -
													0	\$ -	\$ -
<b>Supervision/Office Support</b>													0	\$ -	\$ -
<b>Administration</b>													0	\$ -	\$ -
<b>Accounting</b>													0	\$ -	\$ -
<b>IT Labor</b>													0	\$ -	\$ -
<b>TOTAL LABOR PROJECTED (MONTHLY)</b>	-	0	0	0	0	0	89	205	205	118	118	0	735		134,385.00

July 20, 2020 revision 3 notes:  
 1.) Eliminated staffing overlap with original agreement  
 2.) Added breakout of Phase costs for staff (K. Kane & R. L'Hereux)



ORIGINAL STAFFING MATRIX

The staffing for this work will be structured as follows:

**CT SOB Future Space Fit-out - Proposed Fee for Skanska CA Services**

PROJECTED LABOR	2020												Projected Billing for Project		
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Hrs	Rate	Amount
<b>Project Management</b>															
<b>Project Management</b>															
K. Martin hrs/month													0	\$ 225	\$ -
H. Cence													0	\$ 220	\$ -
K. Kane Phase 2 hrs/month								16	32	32	32		112	\$ 220	\$ 24,640
K. Kane Phase 3								16					16	\$ 220	\$ 3,520
P. Benitez-Scheduler													0	\$ 195	\$ -
R. Benzinger													0	\$ 140	\$ -
R. L'Hereux-Phase 2							89	77					166	\$ 175	\$ 29,050
R. L'Hereux-Phase 3								96	173	173	173		615	\$ 175	\$ 107,625
													0	\$ -	\$ -
													0	\$ -	\$ -
<b>Supervision/Office Support</b>													0	\$ -	\$ -
<b>Administration</b>													0	\$ -	\$ -
<b>Accounting</b>													0	\$ -	\$ -
<b>IT Labor</b>													0	\$ -	\$ -
<b>TOTAL LABOR PROJECTED (MONTHLY)</b>	-	0	0	0	0	0	89	205	205	205	205	0	909		164,835.00



DCS has confirmed for SPRB that funding is available for this contract.

The overall construction budget was increased to \$164,296,713 (from original \$139,736,664 & \$158,019,761 A#1) and the total project cost was increased to \$206,500,000 (from original \$246,426,220 & \$205,490,186 A#1).

SUB Fee for Basic Services (PRB 16-257)	<u>COST (\$)</u> (BASIC)	<u>COST (\$)</u> (SPECIAL)	<u>C. Budget (\$)</u>	<u>(%) Budget</u>
Pre-Construction Phase Services	\$479,300			
Bidding and Review Phase	\$167,755			
Construction Administration Phase	\$2,810,860			
Close-Out Phase	\$161,085			
TOTAL BASIC SERVICE FEE (#16-257) (A)	\$3,619,000		\$139,736,664	2.59%
Additional CA Services for Early Start (#20-017)(A1)	\$655,000			
TOTAL BASIC SERVICE FEE (#20-017) (A)+(A1)	\$4,274,000		\$158,019,761	2.70%
Additional CA Services for Various Renovations (#20-161)(A2)	\$134,385			
TOTAL BASIC SERVICE FEE (#20-161) (A)+(A1)+(A2)	\$4,408,385		\$164,296,713	2.68%
<u>SPECIAL SERVICES:</u>				
Building Envelope Commissioning		\$137,003		
MEP Commissioning		\$97,975		
Scheduling & Estimating Services		\$82,000		
TOTAL SPECIAL SERVICES(B)		\$316,978		
TOTAL FEE (PRB #20-161) (A)+(A1)+(A2) + (B)		\$4,725,363	\$164,296,713	2.88%

Staff sought clarifications to the following:

1. Explain what services were provided by the CA for Phase I (Design services)?

**DCS Response:** See attached excerpt from Skanska contract outlining Design Phase Services

**Staff Response:** SPRB - I understand overall services, what specific services were provided by Skanska for this phase of the project? This is a straight forward agency relocation and tenant fit out project (for most part).

**DCS Response:** Skanska's work was minimal for design of the tenant fit out. Please note, Skanska is not seeking compensation for "phase 1" of the tenant fit out which was design, this is reflected in their proposal's manpower chart. Any work associated with the design of the tenant fit out was absorbed in their original contract time.

**Staff Response:** It was discussed with DCS that majority of the phase I design discussed here was undertaken by DAS Facilities Management and the Architect. Just want to make sure that we are not talking about lot of hours under this phase.

2. Provide a breakdown of the construction estimates for the work to be conducted under this amendment

**DCS Response:** Please see attached "BI-2B-381 – Phase Two Cost Breakdown"

**Staff Response:** SPRB - Pl provide further breakdown of construction and furniture line item.

**DCS Response:** Please see attached. The breakdown provided shows construction and furniture costs.

**Staff Response:** Staff discussed various costs associated with construction and furniture costs with DCS staff. Their revised proposal took into consideration these costs in determining CA fees.

3. How were the hourly rates verified? What hourly rates were used for the original project?

**DCS Response:** New rates came from Skanska are as of 2020 Original hourly rates per contract from 2016.

Staff Response: OK

4. Expand on what procurement services will be provided by the CA

DCS Response: This work will be initiated via a change order to Gilbane. Skanska will take the lead on reviewing the change order proposal that is submitted. They will vet all sub-contractor and Gilbane staffing costs against the design for accuracy and lead negotiations to reach the fairest price due the State.

Staff Response: SPRB - This project is primarily tenant fit out and related components. The services estimated are excessive based on the project scope.

DCS Response: The fit out is more than just furniture. The ground floor shell space is currently a blank unfinished space. All related walls, MEP, ceiling and finishes will need to be installed. This is far more than furniture in a room, this is full on construction.

Staff Response: OK

5. Pl justify why a full time staff is required for this scope.

DCS Response: Just like any other project, this “phase two” work is essentially a smaller project on its own. It will have a submittal/RFI process that needs to be overseen by Skanska. Skanska will also need to be monitoring work in the field as laid out in their original contract

Staff Response: SPRB - Again, this is primarily a tenant fit out project. Skanska's services will be limited and seems excessive. The compensation exceeds allowable up to 5% for CA for these type of tasks.

DCS Response: If you take just construction cost (including Gilbane fees as this is part of construction), total construction is \$2,548,955. Skanska's fee is 6% of this number. Please keep in mind actual cost of construction could very well come in higher since this is being done via a change order to Gilbane and not competitively bid. Skanska's original proposal for this work was \$187,440, DCS negotiated their cost down to \$164,835. (Original proposal attached for reference).

Staff Response: After discussion between staff and DCS, a revised proposal was submitted taking into consideration the concerns.

6. Why did the overall construction budget increased by almost \$6.3 million and total project cost by \$1.0 million?

DCS Response: Construction Budget: Original GMP was \$145,644,300. Change Orders have increased Gilbane's contract to \$161,252,758. We are carrying \$164,296,713 to cover anymore pending or unforeseen changes.

Project Budget: Please see attached PDF labeled “Total Funding”. \$206,500,000 was always authorized for this project. We only ever received \$204,258,751. Bond request for \$2,241,249 was submitted on 4-13-2020 (attached) for remaining funds. Last \$550K was transferred back to the project after being allocated elsewhere.

Staff Response: OK

7. Will the hours be adjusted depending on how the project is being implemented?

DCS Response: No, the hours will be fixed. Just like a new project, we set the parameters for schedule, the CMR provides a plan and price to meet that schedule. This way we can meet the needs of DAS FM and the agencies who will take residence in these new spaces.

Staff Response: SPRB - the hours estimated for this project does not commensurate with the type of project and activities/tasks being undertaken by this TL.

DCS Response: In this proposal we are getting a pretty standard service. Skanska is providing a full time field representative (Rich L'Hereux) and part time project manager (Kevin Kane). This is much less than what was provided for the initial project. For the initial project Skanska had 4 full time people. Again this fit out is actual construction, not just furniture.

Staff Response: DCS presented a new revised Proposal reducing the hours of supervision in the final two months of the project from 173 hours/month to 86 hours/month. The reduced hours are more commensurate with the scope of the project. The reduction in hours represents savings to the state in the amount of \$30,450.

**RECOMMENDATION:** It is recommended that SPRB **APPROVE** Amendment #2 to compensate Skanska USA Building, Inc. for additional construction administration services. The reduced hours are more commensurate with the scope of the project. The reduction in hours represents savings to the state in the amount of \$30,450.

FROM PRB #20-017

PROPOSED AMOUNT: \$655,500

At the State Properties Review Board meeting held on November 10, 2016, the Board approved #16-257 (BI-2B-381-CA), in the amount of \$3,935,978, for the Renovations and New Parking Garage Project. The AG approved the Consultant Contract on December 20, 2016. Exhibit A, Section II (G) of the Contract states the following:

Site Preparation and/or Demolition: DCS has the ability pursuant to Section 4b-103 of the Connecticut General Statutes, as revised, to authorize and proceed with the project elements of site preparation, demolition, public utility installation and connections, and building envelope components including the roof, doors, windows, and exterior walls, or portions thereof, that have been previously put out to bid and awarded, prior to submission and approval of the GMP. The specific services and scope of work to be performed will be described in one or more Work Authorization Orders, as that term is defined in the General Conditions of the Contract for Construction. DCS may, on occasion, utilize this option. If DCS chooses to utilize the Work Authorization Order(s), the impact on the C.A.'s scope of services and fees will be reviewed, and if appropriate, renegotiated at that time.

This section of the Contract comports with the enabling legislation (4b-103).

DCS is now seeking approval of an additional \$655,500 in fees for additional CA Services as the initial scope of work was expanded under the Consultant Contract as the Construction Manager at Risk (CMR) issued four Work Authorization Orders (WAO).

WAO	Activity	WAO Cost	WAO % of GMP	WAO Start	End
#1	Parking Garage Demo & Abatement	\$2,677,314	4.04%	3/27/2017	1/31/2018
#2	Parking Garage Structural Precast Design, Fabrication & Sitework.	\$16,694,442	25.19%	6/16/2017	1/31/2018
#3	State Office Building Demo & Abatement	\$12,217,515	14.12%	8/30/2017	1/31/2018
#4	State Office Building Glass & Glazing Procurement	\$4,188,167	4.84%	9/19/2017	1/31/2018

**Note:** End date coincides with CMR commencement of Construction Phase. CGS 4b-103 requires WAO cannot exceed 25% of GMP.

The Consultant provided the following matrix to support their request for compensation:

2017															
Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan			Total	Rate	Amount
<b>CHANGE ORDER #1 LABOR</b>															
	32	32	32	32	32	32	32	32	32	32			320	\$215	\$68,800
	64	64	64	64	64	64	64	64	64	64			640	\$205	\$131,200
			173	173	173	173	173	173	173	173			1,384	\$145	\$200,680
	87	173	173	173	173	173	173	173	173	173			1,644	\$155	\$254,820
												3,988		\$655,500	

The Consultant stated the following additional services were required:

- Additional CA Services for an Early Start from March 27, 2017

- The original Project GMP was split into two GMPs, one each for the SOB and Parking Garage
- Early work due to WAOs.

The overall construction budget was increased to \$158,019,761 (from \$139,736,664) and the total project cost was decreased to \$205,490,186 (from \$246,426,220).

SUB Fee for Basic Services (PRB 16-257)	<u>COST (\$)</u> (BASIC)	<u>COST (\$)</u> (SPECIAL)	<u>C. Budget (\$)</u>	<u>(%) Budget</u>
Pre-Construction Phase Services	\$479,300			
Bidding and Review Phase	\$167,755			
Construction Administration Phase	\$2,810,860			
Close-Out Phase	<u>\$161,085</u>			
TOTAL BASIC SERVICE FEE (#16-257) (A)	\$3,619,000		\$139,736,664	2.59%
Additional CA Services for Early Start (#20-017)(A1)	\$655,000			
TOTAL BASIC SERVICE FEE (#20-017) (A)+(A1)	\$4,274,000		\$158,019,761	2.70%
<u>SPECIAL SERVICES:</u>				
Building Envelope Commissioning		\$137,003		
MEP Commissioning		\$97,975		
Scheduling & Estimating Services		<u>\$82,000</u>		
TOTAL SPECIAL SERVICES(B)		\$316,978		
TOTAL FEE ( PRB #20-017) (A)+(A1) + (B)		\$4,590,978	\$158,019,761	2.91%

Staff have the following questions based on the review of the proposal.

<p>1. <i>The CMR Contract was approved by the AG on 5-31-16 and the AG approved the Consultant Contract on 12-20-16. Please clarify why this amendment is being presented to the Board for approval nearly three years after the early work commenced and almost a year after the Consultant submitted their request in May 2019?</i></p>
<p>It was not decided until early 2017, after the issuance of the CMR and CA contracts that the team decided to use WAOs to get a head start on key items to help kick start the project. Once work commenced, Skanska was very busy in performing their contracted work and final GMP signing was also not nailed down date wise. In order to keep the project moving, WAOs were the option to keep moving with key items. Skanska did take some time in producing their request since they were working full throttle in the early work and DAS Legal went to great lengths to make sure a fair price was being negotiated for the State.</p>
<p>2. <i>When was the GMP determined, provide the date</i></p>
<p>First GMP amendment (Garage and WAOs) was November 8, 2017 and Second GMP Amendment (Entire Project) was executed January 31, 2018.</p>

3. *What was the construction duration based on CMR contract for both garage and the building? How many days?*

720 days

4. *What was the substantial completion date per CMR contract for both garage and the building?*

The Garage was February 19, 2019. The Building was January 23, 2020.

5. *Has this substantial completion date been extended for both garage and/or building? Why?*

The garage date was extended due to enormous volumes of contaminated soils being uncovered to August 12, 2019. For the building, the substantial completion date has been extended to March 16, 2020 due to the following; excessive unforeseen conditions (both contaminated soil property and building conditions), the need to field verify new structure in order to release lobby finishes and Gilbane was directed to shift the majority of their focus from non-essential public spaces of the building to the employee occupied spaces to allow the timely move in of state employees from 55 Elm to collapse the expensive lease. The early move in dates were not part of the GMP agreement.

6. *Didn't project include all the activities identified as WAO in the original CA contract?*

Yes, the project did include all activities in the WAOs, however, these activities were pulled out of the 720 days in order to start early and complete the project on time, Skanska had to provide staffing for 10 additional months.

7. *What is the status of the Consultant Contract with respect to the 792 construction phase services (+90 day closeout) and extension of the project to January 2020.*

Skanska is now working on closeout for portions of the building and garage and construction phase services for others (i.e. the ground floor and site)

8. *Pursuant to CGS 4b-103, please provide copies of the following:*

a. *four WAO's submitted by the CMR and approved by DCS (You already provided this today, I will review them and see if I have any questions on those)*

OK

b. *copies of bids (just summaries not the entire bid package) that were awarded prior to authorization of each WAO. Pl provide dates when these packages were put out to bid and the award dates.*

Will need more time to provide official award dates since these contract awards are between Gilbane and their subs. Copies of the bid packages are included in email. WAO 1 - Garage Demo and Abatement - Manafort - out to bid January 3, 2016, WAO 2 - Garage Structural Precast - Blakeslee - out to bid March 1, 2017, WAO 3 - Building Demo and Abatement - SMI - out to bid April 26, 2017, WAO 4 - Building Glass and Glazing (Material Only) - Massey - out to bid May 17, 2017

c. *Pl clarify how did these WAO's meet the requirements of CGS 4b-103(c)(3)*

Total WAO's = \$35,777,438.00 and Total Construction Estimate at time of GMP = \$156,172,827.00 (WAOs were 23% of construction)

9. *Clarify if the Consultant allocated specific hours to each WAO and if yes, please*

<i>provide a breakdown of hours.</i>
They did not. As with any construction activities, once the WAOs were overlapping, it was impossible to track staff's time on each item.

<i>10. Please reconcile the staffing matrix requesting approval of \$655,500 for 3,988 hours of services (April '17 to Jan '18) with that in the matrix labeled as "Actual Hours Expended on Project For Reference Only" that identifies 5,253 hours and \$922,365 in consultant fees for the same period.</i>
DAS Legal asked Skanska to pull time card data internally to verify the additional staffing request. Once Skanska dove into time card data, the actual hours expended were much greater than their proposal. Since Skanska had already submitted their request for \$655,500.00 it was negotiated that Skanska would receive this amount for compensation on WAO work and no more.

DCS has confirmed funding is in place.

**RECOMMENDATION:** It is recommended that SPRB **APPROVE** Amendment #1 to compensate Skanska USA Building, Inc. for additional construction administration services. The overall basic service fee of \$4,274,000 is equivalent to approximately 2.70% of the \$158,019,761 construction budget and is well within the 5% maximum guideline rate for completion of the schematic design phase on this Group B Renovation Project.

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FROM PRB #16-257

CONSULTANT FEE: \$3,935,978

**PROJECT BRIEF**– In general this project involves the design and construction for the complete renovation of the existing State Office Building (“SOB”) located at 165 Capitol Avenue in Hartford. The overall project is envisioned to include the complete restoration of the 350,000 GSF state office building, the demolition of the Buckingham Street Parking Garage, construction of a new parking garage, various internal site improvements and public space enhancements. The SOB was originally built in 1931 and is a limestone clad structure with two partial basements, a ground floor access level and five upper floors. The overall project is also envisioned to include additional improvements such as a new surface parking lot, creation of a public plaza, streetscape enhancements and various ADA upgrades. The project site work is also envisioned to include a civic landscaped plaza, restoration of the limestone walls around the exterior boundary, redevelopment of a perimeter streetscape, construction of a new 1,000 car parking structure and other landscaping amenities. The interior building program will include the complete restoration of the historic structure, new mechanical and plumbing systems, window replacement, construction of an interior courtyard and interior space improvements for all of the agencies planned for relocation.

In Novemebr 2015 the Department of Construction Services (“DCS”) issued a Request for Qualifications (RFQ) for Construction Administration Consultant Design Teams related to the State Office Building Renovation and New Parking Garage Project. DCS elicited eleven (11) responses to the advertisement of which all but two (2) of respondents were considered “responsive”. After completion of the internal review process for the nine approved submittals, five firms were selected for short-list interviews. These firms were as follows, Jacob Project Management Company, Skanska USA Building, Inc., Turner Construction Company, O&G Industries, Inc. and The Morganti Group, 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 Skanska USA Building, Inc. (“SUB”) as the most qualified firm.

This contract is for Construction Administration Consultant Design Team Services for the completion of the State Office Building Renovation and New Parking Garage Project from the initiation of a pre-construction services until the completion of construction. The overall compensation rate for this basic service is

\$3,701,000 with an additional \$234,978 for special services. As such the total project fee is \$3,935,978. The special services detailed in the project scope include building envelope commissioning services, mechanical commissioning, estimating services and project scheduling. DCS has confirmed that funding is available for this contract. Project funding was approved at the September 2015 Meeting of the State Bond Commission. FEE – The costs of basic and special services are as follows:

SUB Fee for Basic Services (PRB 16-257)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>C. Budget</u> <u>(\$)</u>	<u>(%)</u> <u>Budget</u>
Pre-Construction Phase Services	\$479,300			
Bidding and Review Phase	\$167,755			
Construction Administration Phase	\$2,810,860			
Close-Out Phase	+\$161,085			
TOTAL BASIC SERVICE FEE (#16-257) (A)	\$3,619,000		\$139,736,66 4	2.59%
<b>SPECIAL SERVICES:</b>				
Building Envelope Commissioning		\$137,003		
MEP Commissioning		\$97,975		
Scheduling & Estimating Services		+\$82,000		
TOTAL SPECIAL SERVICES(B)		\$316,978		
TOTAL FEE ( PRB #16-257) (A) + (B)		\$3,935,978	\$139,736,66 4	2.82%

- The RFQ posted November 2015 elicited 11 candidates. The Selection Panel interviewed five firms and recommended the appointment of SUB ranked #1 by the selection interview panel. The selection was approved by Commissioner Currey on 2/23/2016.
- SUB is locally located in New Haven, Connecticut. This firm was established in 1971 and headquartered in New York. The local office has 200± employees with 30± engineers, 20± and over 100± construction related professionals.
- Aon Risk Insurance Inc. reported that over the past 5 years SUB has been exposed to four professional and/or general liability claims of which are all closed.
- The submittal is accompanied by a Consulting Agreement Affidavit notarized on 1/11/2016.

**RECOMMENDATION:** It is recommended that SPRB approve the Contract for Skanska USA Building, Inc. to provide construction administration services required for the State Office Building Renovation and New Parking Garage Project. The overall basic service fee of \$3,619,000 is equivalent to approximately 2.59% of the \$139,000,000+ construction budget and is well within the 5% maximum guideline rate for completion of the schematic design phase on this Group B Renovation Project.

**Sec. 4b-103. Construction manager at-risk project delivery contracts.** (a) In order to carry out any provision of this title for the construction, renovation or alteration of buildings or facilities, the Commissioner of Administrative Services may enter into a construction manager at-risk project delivery contract.

(b) Except as provided in subsections (c) and (d) of this section, the Commissioner of Administrative Services shall not enter into a construction manager at-risk project delivery contract that does not provide for a maximum guaranteed price for the cost of construction that shall be determined not later than the time of the receipt and approval by the commissioner of the trade contractor bids. Each construction manager at-risk shall invite bids and give notice of opportunities to bid on project elements on the State Contracting Portal. Each bid shall be kept sealed until opened publicly at the time and place

as set forth in the notice soliciting such bid. The construction manager at-risk shall, after consultation with and approval by the commissioner, award any related contracts for project elements to the responsible qualified contractor submitting the lowest bid in compliance with the bid requirements, provided (1) the construction manager at-risk shall not be eligible to submit a bid for any such project element, and (2) construction shall not begin prior to the determination of the maximum guaranteed price, except for the project elements of site preparation and demolition that have been previously put out to bid and awarded.

(c) Construction may begin prior to the determination of the maximum guaranteed price for the project elements of site preparation, demolition, public utility installation and connections, and building envelope components, including the roof, doors, windows and exterior walls, provided (1) the project is the renovation of an existing building or facility; (2) the project element or elements involved in such early work have been previously put out to bid and awarded; and (3) the total cost of construction of the early work does not exceed twenty-five per cent of the estimated cost of construction for the entire project.

(d) If such project involves the renovation of an existing building or facility that will be performed in multiple phases while such building or facility remains occupied, the Commissioner of Administrative Services may enter into a construction manager at-risk project delivery contract that provides for the maximum guaranteed price to be determined for each phase of the project, prior to beginning each such phase, provided all requirements of subsection (b) of this section other than the timing of the determination of the maximum guaranteed price are complied with.

## **7. OTHER BUSINESS**

### **8. VOTES ON PRB FILE:**

**PRB FILE #20-157** – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #20-157. The motion passed unanimously.

**PRB FILE #20-158** – Mr. Valengavich moved and Mr. Halpert seconded a motion to approve PRB FILE #20-158. The motion passed unanimously.

**PRB FILE #20-161** – Mr. Halpert moved and Mr. Valengavich seconded a motion to approve PRB FILE #20-161. The motion passed unanimously. The Board notes the subject Amendment #2 has a total fee of \$134,385. This fee was reduced from \$164,835, which constitutes a savings of \$30,450.

### **9. NEXT MEETING** – Special Meeting, Wednesday, September 2, 2020

The meeting adjourned.

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