

# STATE PROPERTIES REVIEW BOARD

## Minutes of Special Meeting Held On October 9, 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 a Special Meeting at 9:30AM on October 9, 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:

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 October 5, 2020 and October 7, 2020 Meetings. The motion passed unanimously.

### 2. COMMUNICATIONS

### 3. REAL ESTATE- UNFINISHED BUSINESS

### 4. REAL ESTATE – NEW BUSINESS

Mr. Valengavich moved and Mr. Halpert seconded a motion to go out of Open Session and into Executive Session at 9:44. The motion passed unanimously.

### EXECUTIVE SESSION

**PRB #:** 20-185  
**Transaction/Contract Type:** RE/ First Amendment to Lease  
**Origin/Client:** DAS/ DOB

**Statutory Disclosure Exemptions: 4b-23(e), 1-200(6)(D) & 1-210(b)(24)**

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

## OPEN SESSION

## 5. ARCHITECT-ENGINEER - UNFINISHED BUSINESS

<b>PRB #</b>	<b>20-177</b>
<b>Origin/Client:</b>	DCS/DMHAS
<b>Transaction/Contract Type</b>	AE / Task Letter
<b>Project Number:</b>	BI-MH-121
<b>Contract:</b>	OC-DCS-MDE-0028
<b>Consultant:</b>	BVH Integrated Services, P.C.
<b>Property</b>	Bridgeport, Central Ave (1635) Greater Bridgeport Community MHC
<b>Project purpose:</b>	Parking Structure Project
<b>Item Purpose:</b>	Task Letter #1C

PROPOSED AMOUNT: \$12,500 (REVISED)

At the State Properties Review Board meeting held on September 17, 2020, the Board voted to suspend this file pending DCS' resubmission of the Task letter #1C to reflect the following:

1. Correctly reflect the hourly rates for the Consultant's Principal/Project Manager; and
2. Remove the Contingency (\$30,000) clause from the Task Letter.

On October 5, 2020, DCS submitted a revised Task Letter #1C. Within the revised Task Letter, all references to the Consultant's hourly rates and \$30,000 Contingency clause have been removed from the Task Letter.

**RECOMMENDATION:** It is recommended that SPRB approve Task Letter #1C in the amount of \$12,500 (revised) to provide consulting design and construction administration services on this project. The overall basic service fee of 3.44% is well within the guideline rate of 10.00% for this Group A Site Improvements Renovation Project.

PROPOSED AMOUNT: \$42,500

On October 19, 2015, under PRB File #15-234, the Board approved Task Letter #1 to the on-call contract to retain the services of the consultant for engineering design services, construction administration services and special services for the in-kind replacement of the rehabilitation of an existing two-level parking structure at Greater Bridgeport Community Mental Health Center in Bridgeport, CT. The project includes the addition of surface level parking spaces extending from the upper level of the parking structure, site storm water system upgrades, lead paint removal, and connection to a dedicated storm water system as required by the city. The Consultant Fee for services was \$188,355. The Construction Budget and Total Project Budget were established at \$2,750,000 and \$3,540,230 respectively for this project.

On September 30, 2016, under PRB File #16-229, the Board approved Task Letter #1A to the on-call contract, approving the Consultant's Fee of \$177,765, for the following expanded scope of work:

- Additional Land Surveying and geotechnical engineering around White Street
- Completion of additional site related storm drainage requirements
- Expanded Project Design Requirements for the complete removal of the deteriorated parking deck and construction of a new and expanded deck.
- Construction administration services which will include a review of shop drawings, construction observation reports, coordination of testing labs, RFI reviews, weekly job meetings and review/approval of the contractor requisitions.

- At part of this revised project scope and task letter, DCS has increased the overall Construction Budget and Total Project Budget to \$8,031,911 and \$9,768,847 respectively for this project.

On January 13, 2017, under PRB File #17-185, the Board approved Task Letter #1B to the on-call contract to retain the services of a sub-consultant for expanded survey services, totaling \$2,750. The overall Construction Budget and Total Project Budget remained unchanged at \$8,031,911 and \$9,768,847 respectively.

This project was bid on May 4, 2018 and the bids were rejected on August 23, 2018. DAS intends to rebid this project upon completion of certain of the work contemplated under this supplemental task letter. The project documents now need to be modified to meet current DAS bidding requirements and the current building code. The consultant performed all their duties associated with previous bidding services, but DAS rejected the bids from 2018.

Under this proposed TASK LETTER #1C with the Consultant, DCS is seeking SPRB approval to expend \$12,500 to compensate the Consultant, plus a \$30,000 contingency, for the following scope of services;

- Perform site visit to review the current conditions to determine if any conditions require changes to the contract documents.
- Update the existing project documents for conformance to the 2018 State Building Code. Update the project document set to the current DAS standards.
- Provide bidding services to rebid the project.
- A design contingency of \$30,000 is included in this amendment. The principal uses of the contingency will be to compensate the Engineer for subsequent document changes resulting from the review of current conditions and for design services of the project's geotechnical engineer during the construction process.

The Construction Budget and total Project Budget have remained at \$9,560,911 and \$12,426,707, respectively.

Task Letter #1– BVH Fee (PRB #15-234)	Engineers Base Fees	Special Services	Total Fee	Construction Budget (\$)	% of Budget
Schematic Phase Documents	\$40,177				
Design Document Phase	\$31,057				
Contract Document Phase	\$49,266				
Tracing & Masters/Bidding	\$1,500				
Construction Administration	<u>\$30,000</u>				
Engineer's Base Fee (PRB #15-234) (A)	\$152,000			\$2,750,000	5.52%
Special & Sub-Consultant Services:					
Geotechnical Engineering		\$15,785			
Site Survey Services		<u>+\$20,570</u>			
Engineer's Special Services Fee (B)		\$36,355			
Task Letter 1A (PRB File #16-229) – Expanded Project Scope (A2) and (B2)	\$161,615	<u>+\$16,150</u>			
Task Letter 1B (PRB File #17-185) – Additional Survey Services (A3)	<u>+\$2,750</u>				
Task Letter 1C (PRB File #20-177) – Additional Survey Services (A4)	<u>+\$12,500</u>				
Contingency		+\$30,000			
Total Basic Service Fee (A1) + (A2) + (A3) + (A4)	\$328,865			\$9,560,911	3.44%
<b>TOTAL PROJECT FEE (A) + (B)</b>		\$82,755	\$411,620	\$12,426,707	3.31%

BVH has been approved for the following Tasks under this on-call series (PRB #14-285):

• Task Letter #1	Bridgeport MHC – Replace. Parking Project	\$ 152,000	(#15-234)
• Task Letter #1A	Bridgeport MHC – Replace. Parking Project	\$ 177,765	(#16-229)
• Task Letter #1B	Bridgeport MHC – Replace. Parking Project	\$ 2,750	(#17-185)
• Task Letter #2	Three Rivers CC Lab Renovations	\$ 48,757	(Informal)
• Task Letter #3	300 Corporate Roof & RTU Survey	\$ 23,500	(Informal)
• Task Letter #4	HCC Lafayette Hall Renovations Project	\$ 15,000	(Informal)
• Task Letter #5	NVCC Founders Hall Renovations	\$ 3,900	(Informal)
• Task Letter #6	Wethersfield DOC Steamline Replacement	\$ 15,000	(Informal)
• Task Letter #7	Enfield Court House Roof Replacement	\$ 0	(Cancelled)
• Task Letter #8	Torrington Court House Drainage Improvs.	\$ 94,000	(Informal)
<b>TOTAL FEES</b>		<b>\$532,672</b>	

Staff had following questions:

1. What is the reason that this project will be submitted for the 3<sup>rd</sup> time to the bid room?

**DCS Response:** When this project originally went to the bid room the DCS front end documents changed at the time same time and the bid package was rejected. The bid package was required to be changed to the new front end. This was not the fault of the A/E, they had met the requirements of the contract at the time of submission.

**Staff Response:** OK

2. Please clarify why DCS rejected bids in August 2018.

.FORMAL/ INFORMAL / SET-ASIDE

OBGMHC Parking Garage Repairs  
1635 Central Avenue  
Bridgeport, CT  
Project BI-MH-121

STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
460 COLUMBUS BLVD., SUITE 1302  
HARTFORD, CT 06103

BID OPENING DATE: July 11, 2018  
PROJECT NO.: BI-MH-121  
AGENCY: \$8,353,232 D.A.S.  
PAGE NO: 1 OF 1

Addendum #1, 2, 3, 4, 5

TABULATION OF BIDS

BIDDER	SECURITY	BASE BID	SUPPLEMENTAL BIDS
Lawrence Bravoli, Inc, Farmington, CT		7,124,000.	
Mannfort Brothers Incorporated, Plainville, CT		9,200,000.	
Royal Builders, Inc, Cheshire, CT		9,130,000.	
Lakson Building Group, LLC, Meriden		10,340,000.	
O+G Industries, Inc, Torrington, CT		8,190,000.	

This is certified as a true and accurate summary of bids:  
Apparent low bidder: \_\_\_\_\_  
Base Bid: \$ \_\_\_\_\_  
Supplement No. \_\_\_\_\_  
Total Bid: \$ \_\_\_\_\_

Bid opened: Date: 7/11/2018 Time: 1:00 P.M.  
Witnessed by: *Michelle Watton*

18 JUL 11 PM 1:00  
PROCUREMENT

**DCS Response:** The notification informing all bidders of bid rejections is attached. (20180823144409725).

Thank you for your bid that was opened on July 11, 2018 for the above referenced project. We regret to inform you that in accordance with Section 4b-94 of the Connecticut General Statutes the Department of Administrative Services, Construction Services found cause to reject all bids. The reason for the rejection of all bids is errors, conflicts and ambiguities in the Project Manual that may have resulted in varying interpretations of bid requirements by Bidders that include, but were not limited to, the following:

- Project Scope of Work;
- Base Bid Work;
- Defined Unit Prices work added to or deducted from the Contract Sum;
- Named Subcontractors.

The Project Manual will be revised to correct any errors and ambiguities and the Project will be re-bid in the near future.

**Staff Response:** OK

3. When is DCS planning to rebid this project?

DCS Response: DCS will be moving forward with this project as soon as these additional tasks are completed.

Staff Response: OK

4. Please clarify the difference in hourly rates for the Principal/Project Manager under this proposal (\$225/\$190 per hour, respectively), with the rates for the same positions recently approved for the Consultant in January 2020 for MEP services (\$220/\$180/hour, respectively), when all other hourly rates for proposed staff under this proposal are identical to the rates under MEP-0048.

DCS Response: You are correct this was a typo. These rates will be changed on the TL.

5. Has DCS verified with DEEP whether re-registration of the DEEP Stormwater permit and an extension of Flood Certification will be required? If not, shouldn't that be verified so that the cost can be included in this TL?

DCS Response: DCS Handles the re-registration fee and the designer will not have any significant duties associated with this item and there should be no costs associated with this item.

Staff Response: OK

6. What geotech services will be required for the project during the construction phase or it will be provided by others? Should that scope and cost be included with this TL? If others, should the reference be deleted?

DCS Response: A portion of this project involves installing a dedicated storm line in a city street this roughly 750ft of excavation in a local Bridgeport street. We have no way of knowing what Geotech might be required until we open the ground in this area. This is one of the reasons why we are requesting the contingency you mention in item 8.

Staff Response: OK

7. Will Special Inspector be required for this project? If yes, will DCS hire a separate Special Inspector or will BVH hire one? Should the scope and cost be included in this TL?

DCS Response: DCS has a separate internal process for hiring special inspectors and that will not be handled by the A/E.

Staff Response: OK

8. If there are any anticipated additional services for this project, it should be included with this TL and not seek contingency. Contingencies cannot be allowed. Document update based on site visit and code related updates are already included in the scope.

DCS Response: Contingencies have been included in contracts approved by SPRB. The language used for such contingencies and the amount was developed in conjunction with SPRB. We do not expect any additional services at this point. We are using the contingencies to cover any additional services that come up during either construction or additional design revision that may come to light after the field investigations are performed. Our possible needs for the construction phase include possible Geotech services that may be uncovered when excavations begin on both the site and in the surrounding city streets. These Geotech items will not be known until we begin the project and full excavations begin.

Staff Response: Staff inquired with DCS Legal regarding the contingency.

While the concept of a design contingency certainly originated in connection with a particular formal contract, I do not believe that there was a confirmed understanding that its use was limited to only such contracts. Certainly, the related concept of "not to exceed fee" for design services appears in contracts, amendments and task letters. The rationale for utilization of a contingency, moreover, applies to all such contract documents, namely, the authority to proceed with necessary design work, according to the contingency terms, in a timely manner so as to avoid either work stoppages or work being performed prior to a supplemental task letter submission and approval. In this case, there are two situations that provide compelling reasons for its use – the lapse of time since the plans and specifications were completed and bid, and the nature of work. If any condition has changed necessitating a change in design, it can be accomplished without delaying the re-bid. More importantly, the project involves 800 linear feet of excavation in city streets as well as additional excavation on site. Encountering obstructions or unknown site conditions may necessitate additional geotechnical work and resulting design changes to address the conditions. A contingency provides accountability for its use, not only by the terms of the contingency (not within the current scope, not the result of consultant's deficient or dilatory work etc.), but also in its subsequent submission to, and review by, SPRB.

Should the use, cost, or any other factor raise a concern or condition, SPRB has the right to call the matter to our attention to consider on a go-forward basis. I am unaware of any instance where we have reported use of a design contingency that raised any issue with SPRB. And, of course, the contingency is a capped amount.

Lastly, while the total design fee here may be less than a typical formal contract, the construction budget, at \$9.5M, and the work required, is substantial. This is all the more reason for having the flexibility to get the project bid as soon as possible and then to be able to respond to issues as they arise. The amount of the contingency is a small percentage of the project's construction budget. For these reasons, I think that the contingency is appropriate for this supplemental task letter.

Staff Response: DCS should be submitting a supplementary Task Letter for services, geotechnical services in this instance, when the scope of the services are well defined, not under a blanket contingency with unknown scope.

**RECOMMENDATION:** It is recommended that SPRB suspend Task Letter #1C in the amount of \$42,500 to provide consulting design and construction administration services on this project, pending resubmission of modified task letter to reflect the following changes:

1. Correctly reflect the hourly rates for the Consultant's Principal/Project Manager; and
2. Remove the Contingency (\$30,000) clause from the Task Letter.

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**FROM PRB #17-185**

Re: PRB # 17-185 – BVH Integrated Services, P.C. – Task Letter #1B  
Greater Bridgeport Mental Health Center– Phase II – Parking Structure Project  
Project #BI-MH-121, Contract # OC-DCS-MDE-0028, Fixed Fee - \$2,750

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PROJECT BRIEF– In general, this project involves the required engineering design and construction administration services for the in-kind replacement of the existing concrete deck parking structure as well as an additional 50-60 at grade parking spots. The overall scope of this project is envisioned to include the construction of a new cast in place concrete parking deck with additional amenities such as lighting, walkways, drainage improvements, fire protection and emergency call boxes.

In November 2014, SPRB approved BVH Integrated Services, P.C. (“BVH”) as one of five firms under the 5th *On-Call Multi-Disciplinary Engineering (“MDE”) Consultant Services* contracts. This project is one of seven Task Letters that BVH has been assigned under this series. BVH has been approved for the following task letter(s) to date:

• Task Letter #1	Bridgeport MHC – Replace. Parking Project	\$ 152,000	(#15-234)
• Task Letter #1A	Bridgeport MHC – Replace. Parking Project	\$ 177,765	(#16-229)
• Task Letter #2	Three Rivers CC Lab Renovations	\$ 48,757	(Informal)
• Task Letter #3	300 Corporate Roof & RTU Survey	\$ 23,500	(Informal)
• Task Letter #4	HCC Lafayette Hall Renovations Project	\$ 15,000	(Informal)
• Task Letter #5	HCC Renovations Traffic Improvements	\$ 3,900	(Informal)
• Task Letter #6	Enfield Court House Roof Replacement	\$ 25,000	(Informal)
• Task Letter #7	<u>Torrington Court House Drainage Improvs.</u>	<u>\$ 94,000</u>	<u>(Informal)</u>
	<b>TOTAL FEES</b>	<b>\$539,922</b>	

TASK LETTER #1B is subject to SPRB approval because the combined value of this Task Letter and Task Letters 1 & 1A for this project exceeds \$100,000. The Construction Budget and Total Project Budget were originally established at \$2,750,000 and \$3,540,230 respectively for this project. More recently, DCS has

increased the overall Construction Budget and Total Project Budget to \$8,031,911 and \$9,768,847 respectively.

As detailed in the scope letter from BVH to DCS dated April 25, 2017 the \$2,750 is intended to compensate BVH for the following expanded project scope:

- Additional land surveying to add client agency requested revisions to the handicapped and employee parking areas. This work area is outside of the parking garage survey scope of services previously provided in the base contract.

DCS has confirmed that funding is available for this project. As summarized in the following table, the engineer's *base fee* as a percentage of Construction Budget is as follows:

Task Letter #1– BVH Fee (PRB #15-234)	Engineers Base Fees (\$)	Special Services	Total Fee	Construction Budget (\$)	% of Budget
Schematic Phase Documents	40,177				
Design Document Phase	31,057				
Contract Document Phase	49,266				
Tracing & Masters/Bidding	1,500				
Construction Administration	<u>+30,000</u>				
Engineer's Base Fee (PRB #15-234) (A)	\$152,000			\$2,750,000	5.52%
Special & Sub-Consultant Services:					
Geotechnical Engineering		15,785			
Site Survey Services		<u>+20,570</u>			
Engineer's Special Services Fee (B)		\$36,355			
Task Letter 1A (PRB File #16-229) – Expanded Project Scope (A2) and (B2)	\$161,615	<u>+\$16,150</u>			
Task Letter 1B (PRB File #17-185) – Additional Survey Services (A3)	<u>+\$2,750</u>				
Total Basic Service Fee (A1) + (A2) + (A3)	\$316,365				3.94%
<b>TOTAL PROJECT FEE (A) + (B)</b>		\$52,755	\$368,620	\$8,031,911	4.59%

**RECOMMENDATION:** It is recommended that SPRB APPROVE Task Letter #1B for BVH Integrated Services, Inc. to provide additional survey services on this project. The overall basic service fee of 3.94% is well within the guideline rate of 10.00% for this Group A Site Improvements Renovation Project.

**FROM PRB #16-229**

Re: PRB # 16-229 – BVH Integrated Services, P.C. – Task Letter #1A  
Greater Bridgeport Mental Center– Phase II – Parking Structure Replacement Project  
Project #BI-MH-121, Contract # OC-DCS-MDE-0028, Fixed Fee - \$177,765

**PROJECT BRIEF**– In general, this project involves the required engineering design and construction administration services for the in-kind replacement of the existing concrete deck parking structure as well as an additional 50-60 at grade parking spots. The overall scope of this project is envisioned to include the construction of a new cast in place concrete parking deck with additional amenities such as lighting, walkways, drainage improvements, fire protection and emergency call boxes.

In November 2014, SPRB approved BVH Integrated Services, P.C. (“BVH”) as one of five firms under the 5th *On-Call Multi-Disciplinary Engineering (“MDE”) Consultant Services* contracts. This project is one of

seven Task Letters that BVH has been assigned under this series. BVH has been approved for the following task letter(s) to date:

• Task Letter #2	Three Rivers CC Lab Renovations	\$ 48,757	(Informal)
• Task Letter #3	300 Corporate Roof & RTU Survey	\$ 23,500	(Informal)
• Task Letter #4	HCC Lafayette Hall Renovations Project	\$ 15,000	(Informal)
• Task Letter #5	HCC Renovations Traffic Improvements	\$ 3,900	(Informal)
• Task Letter #6	Enfield Court House Roof Replacement	\$ 25,000	(Informal)
• Task Letter #7	<u>Torrington Court House Drainage Improvs.</u>	<u>\$ 94,000</u>	<u>(Informal)</u>
	TOTAL FEES	\$210,157	

TASK LETTER #1A is subject to SPRB approval because the combined value of this Task Letter and Task Letter 1 for this project exceeds \$100,000. The Construction Budget and Total Project Budget were originally established at \$2,750,000 and \$3,540,230 respectively for this project. As detailed in the scope letter from BVH to DCS dated August 17, 2016 the \$177,765 is intended to compensate BVH for the following expanded project scope:

- Additional Land Surveying and geotechnical engineering around White Street
- Completion of additional site related storm drainage requirements
- Expanded Project Design Requirements for the complete removal of the deteriorated parking deck and construction of a new and expanded deck.
- Construction administration services which will include a review of shop drawings, construction observation reports, coordination of testing labs, RFI reviews, weekly job meetings and review/approval of the contractor requisitions.

At part of this revised project scope and task letter, DCS has increased the overall Construction Budget and Total Project Budget to \$8,031,911 and \$9,768,847 respectively for this project.

DCS has confirmed that funding is available for this project. As summarized in the following table, the engineer's *base fee* as a percentage of Construction Budget is as follows:

Task Letter #1– BVH Fee (PRB #15-234)	Engineers Base Fees (\$)	Special Services	Total Fee	Constructio n Budget (\$)	% of Budget
Schematic Phase Documents	40,177				
Design Document Phase	31,057				
Contract Document Phase	49,266				
Tracing & Masters/Bidding	1,500				
Construction Administration	+30,000				
Engineer's Base Fee (PRB #15-234) (A)	\$152,000			\$2,750,000	5.52%
Special & Sub-Consultant Services:					
Geotechnical Engineering		15,785			
Site Survey Services		+20,570			
Engineer's Special Services Fee (B)		\$36,355			
Task Letter 1A (PRB File #16-229) – Expanded Project Scope (A2) and (B2)	+ <u>\$161,615</u>	+ <u>\$16,150</u>			
TOTAL Basic Service Fee (A1) + (A2)	\$313,615	\$52,505			
<b>TOTAL PROJECT FEE (A) + (B)</b>			\$366,120	\$8,031,911	4.56%

**RECOMMENDATION:** It is recommended that SPRB APPROVE Task Letter #1A for BVH Integrated Services, Inc. to provide consulting design and construction administration services on this project. The overall basic service fee of 4.56% is well within the guideline rate of 10.50% for this Group A Site Improvements Renovation Project.

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**FROM PRB #15-234**

Re: PRB # 15-234 – BVH Integrated Services, P.C. – Task Letter #1  
Greater Bridgeport Mental Center– Phase II – Parking Structure Replacement Project  
Project #BI-MH-121, Contract # OC-DCS-MDE-0029, Fixed Fee - \$188,355

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PROJECT BRIEF– In general, this project involves the required engineering design and construction administration services for the in-kind replacement of the existing concrete deck parking structure as well as an additional 50-60 at grade parking spots. The overall scope of this project is envisioned to include the construction of a new cast in place concrete parking deck with additional amenities such as lighting, walkways, drainage improvements, fire protection and emergency call boxes.

In November 2014, SPRB approved BVH Integrated Services, P.C. (“BVH”) as one of five firms under the 5th *On-Call Multi-Disciplinary Engineering (“MDE”) Consultant Services* contracts. This is the fourth Task Letter that BVH has been assigned under this series. BVH has been approved for the following task letter(s) to date:

• Task Letter #2	Three Rivers CC Lab Renovations	\$ 48,757	(Informal)
• Task Letter #3	300 Corporate Roof & RTU Survey	\$ 23,500	(Informal)
• Task Letter #4	HCC Renovations Traffic Improvements	\$ 15,000	(Informal)
	<b>TOTAL FEES</b>	<b>\$ 87,257</b>	

TASK LETTER #1 is a new formal task letter and subject to SPRB approval because the value of the task letter for this project exceeds \$100,000. The Construction Budget and Total Project Budget have been established at \$2,750,000 and \$3,540,230 respectively for this project. As detailed in the scope letter from BVH to DCS dated December 22, 2014 the \$188,355 is intended to compensate BVH for the following project scope:

- Preparation of SD through CD level design documents for the project area
- Completion DD Level design plans inclusive of geotechnical and site survey requirements; both as special service.
- Execution of project bid phase including a review of bid proposals and contractor scoping
- Construction administration services which will include a review of shop drawings, construction observation reports, coordination of testing labs, RFI reviews, weekly job meetings and review/approval of the contractor requisitions.

DCS has confirmed that funding is available for this project. As summarized in the following table, the engineer’s *base fee* as a percentage of Construction Budget is as follows:

Task Letter #1– BVH Fee (PRB #15-234)	Architect Base Fees (\$)	Special Services	Total Fee	Construction Budget (\$)	% of Budget
Schematic Phase Documents	40,177				
Design Document Phase	31,057				
Contract Document Phase	49,266				
Tracing & Masters/Bidding	1,500				
Construction Administration	+30,000				
Engineer’s Base Fee (PRB #15-234) (A)	\$152,000			\$2,750,000	5.52%
Special & Sub-Consultant Services:					
Geotechnical Engineering		15,785			
Site Survey Services		+20,570			
Engineer’s Special Services Fee (B)		\$36,355			
<b>TOTAL PROJECT FEE (A) + (B)</b>			\$188,355	\$2,750,000	6.85%

**RECOMMENDATION:** It is recommended that SPRB APPROVE Task Letter #1 for BVH Integrated Services, Inc. to provide consulting design and construction administration services on this project. The overall basic service fee of 5.52% is well within the guideline rate of 10.50% for this Group A Site Improvements Renovation Project.

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

**PRB #** 20-190  
**Origin/Client:** DCS/SCSU  
**Transaction/Contract Type** AE / Amendment #2  
**Project Number:** BI-RC-393  
**Contract:** BI-RC-393-CA  
**Consultant:** Downes Construction Company, LLC  
**Property** New Britain, Stanley St (1615) – Kaiser Hall  
**Project purpose:** New Kaiser Hall Annex & Kaiser Hall Renovation  
**Item Purpose:** Amendment # 2

Proposed Amount: \$305,124

At the State Properties Review Board meeting held on July 27, 2020, a motion to approve Amendment #2 in the amount of \$332,898 failed for the following reasons:

- 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.

Under this proposal (PRB #20-190), DAS/DCS is now seeking SPRB approval to approve Amendment #2 to the Consultant’s Contract for the following:

- Additional CA Services past the contractual substantial completion date until December 31, 2019: \$289,124.

The CA’s original contract included CA services during the construction phase, which was estimated to be 16 months, until substantial completion and 90 days for closeout (the 10% additional time language was not included in the original contract). DAS issued the substantial completion on December 23, 2019. The amendment is for \$289,124.00 to compensate the CA for the services provided from June 15, 2019, through December 31, 2019. The coverage is based on a total of 264 hours per month between Downes and their sub-consultants. DAS notified LBI that liquidated damages will be assessed and has also notified LBI by letter dated January 18, 2019, that LBI is responsible for some or all of the

additional expenses the State incurred as a result of LBI's failure to perform in a manner set forth in the contract documents. DAS has notified LBI via its letter dated February 28, 2020, that the state has assessed LBI \$1,607,067.00 in liquidated damages until December 23, 2019, and collected \$1,367,568.58 from the September 2019 payment application and the balance on the contract. **The liquidated damages monies will be used to compensate the CA for the additional services** incurred due to the GC's failure to complete the project on time.

- Additional envelope commissioning services: \$16,000.

DAS is requesting SPRB approval for a not-to-exceed \$16,000.00 to compensate the envelope commissioning agent for the envelope commissioning services. As noted by the board during the last meeting, the number of visits required from the envelope commissioning agent is still unknown as there were issues with the window systems and failed window tests. As of 08/11/20, while LBI corrected the conditions at the two windows, the architect of record and the envelope commissioning agent is recommending additional tests to confirm there will not be any leaks. **As per the provisions under the contract with the general contractor (LBI), DAS will be back charging LBI for the costs for all re-tests and hence the State will not be paying for the re-tests.** (There is no provision in the contract for the general contractor to pay Downes or the envelope commissioning agent directly and therefore this amount is requested through the Downes amendment.)

Please note, DAS has removed the request for the early start portion that was included in the previous submission at SPRB's direction. Downes has notified DAS they may file a claim against the state for the monies. Please see attached email correspondence in this regard. DAS wants to notify SPRB that removing the early work will cost the state additional monies if a claim is filed, as the request from Downes is legitimate and is for actual services provided to the State.

We understand the CT Property Review Board did not support a portion of our Amendment #1 for the early-start work, which is now part of the proposed Amendment #2.

We have now been informed that PRB continues to oppose approval of the manpower cost for that time period.

To recap what we all know –

- The strict 486 calendar day limit for the GC to construct the project was protected by delaying the official Notice to Proceed date for 60 days due to the time required for CTDEEP to approve the Stormwater Management permit. The GC was required to put that permit in their name.
- For the best interest of the State the project the team was approved to mobilize on site, erect fencing, connect temporary power, set trailers, install safety signage, and initiate submittals. The 60 days ran from the 12.19.17 preconstruction meeting to the 2.14.18 NTP.
- Downes Construction was specifically asked to post our field superintendent Tom Sheard on site and to begin my PM duties processing submittals, holding team meetings, and analyzing the GC work schedule. CT DAS agreed to compensate DCC for this work.

We strive to maintain our excellent professional relationship with the State, but this delay in approval and payment of Amendment #2 is a growing concern.

Our legal counsel is current on the status of the delay and Attorney Donofrio from Ciulla & Donofrio is prepared to initiate a formal claim should prompt resolution not be imminent.

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 #18-145 – additional construction admin fees (A1)	+\$63,980			
TOTAL BASIC SERVICE FEE (#18-073) (A) + (A1)	\$928,640		\$18,405,564	5.05%
PRB #20-190 – additional construction admin fees (A2)	+\$289,124			
TOTAL BASIC SERVICE FEE (#20-122) (A) + (A1)+(A2)	\$1,217,794		\$18,420,801	6.61%
PRB #20-190 – additional special services (commissioning) (B1)		\$16,000		
TOTAL FEE ( PRB #20-122) (A) + (A1)+ (A2) + (B) + (B1)		\$1,361,414	\$18,420,801	7.39%

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

1. What contractual items remain to be completed by the contractor? Substantial completion was provided on 12/23/2019. It has been 9 months since then.

**DCS 9-28-2020 Response:** Please find attached with details on the punchlist. There are other items that needs to be resolved including the roof, final TAB report etc. DAS is planning to back charge LBI for the incomplete work.

**Staff Response:** DCS provide list. OK

2. In the previous memo, it was indicated that the Commissioning agent provided extra services for \$8,000 until December 31, 2019 (see exchanges below). Why is DCS now seeking \$16,000? What is the rationale?

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.

**DCS 9-28-2020 Response:** As noted to SPRB, there are still outstanding issues with the windows. While LBI repaired the windows that they already tested, the similar conditions are expected at other locations throughout the building. Both the architect and the envelope commissioning agent recommended additional tests to confirm that the components perform as its required. Also- as noted to SPRB previously, all costs for the re-tests will be backcharged through a credit change order to the contractor as per the provisions setforth in the contract. DAS has no way of compensating its consultants or subconsultants for the services provided as part of re-tests directly by the contractor to the consultant. Therefore, this item is included in the contract amendment to compensate the consultant for their services. The recommendation for additional testing was made

after the last round of communication with SPRB. Therefore, DAS requesting to increase this amount to \$16,000 to be paid on a T&M basis to avoid any additional contract amendment after this one.

Staff Response: After discussion with DCS, I am OK with allowing \$16,000 NTE fee.

3. Has any of the proposed \$16,000 fee been authorized by DCS or expended by the Commissioning agent?

DCS 9-28-2020 Response: No.

Staff Response: OK

4. What needs to be done by the Commissioning agent? Pl provide details/tasks.

DCS 9-28-2020 Response: See attached contract specification and RJ Kenney Proposal.

Staff Response: OK

5. How \$16,000 fee was derived? Provide basis – who (staff), hourly rates, hours, etc. This should be on a T&M basis approved by DCS before the work begins.

DCS 9-28-2020 Response: Amount is estimated costs by DAS. See attached proposal from RJ Kenney. Again, all costs will be back charged to LBI and state will not be paying for this service.

Staff Response: OK

RECOMMENDATION: It is recommended that the Board **APPROVE** this Amendment #2. As noted by DCS, this entire Amendment fees will be charged to the Contractor because of the non-performance issues and related responsibilities identified by the Board. This will constitute as savings because of the Board's insistence that the contractor should be held liable for these soft costs and subsequent follow up by DCS and filing the claim against the contractor.

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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> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>C. Budget</u> <u>(\$)</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%
<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 #18-145 – additional construction admin fees (A1)	+\$63,980			
TOTAL BASIC SERVICE FEE (#18-073) (A) + (A1)	\$928,640		\$18,405,564	5.05%
PRB #20-122 – additional construction admin fees (A2)	+\$324,868			
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.

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%
<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%
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%
<b><u>SPECIAL SERVICES:</u></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%

- 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.

## 7. OTHER BUSINESS

Chairman Greenberg made a motion, seconded by Mr. Halpert, to approve Secretary Valengavich’s additional mileage for a Site Visit on October 7, 2020, to a Farm under review by the Board under PRB #20-179-A. The motion passed unanimously.

## 8. VOTES ON PRB FILE:

**PRB FILE #20-185** – Mr. Valengavich moved and Mr. Halpert seconded a motion to suspend PRB FILE #20-185. The motion passed unanimously.

**PRB FILE #20-177** – Mr. Berger moved and Mr. Halpert seconded a motion to approve PRB FILE #20-177. The motion passed unanimously.

**PRB FILE #20-190** – Mr. Valengavich moved and Mr. Halpert seconded a motion to approve PRB FILE #20-190. The motion passed unanimously.

## 9. NEXT MEETING – Tuesday, October 13, 2020

The meeting adjourned.

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