

## STATE PROPERTIES REVIEW BOARD

### Minutes of Meeting Held On October 29, 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 October 29, 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**

Peter McClure, ADPM- DCS  
Allan duFrend, APM- DCS

At Chairman Greenberg's request, Vice Chairman Josephy led the meeting.

Vice Chairman Josephy 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 26, 2020 Meeting. The motion passed unanimously.

#### **2. COMMUNICATIONS**

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

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

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

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

<b>PRB #</b>	<b>20-203</b>
<b>Origin/Client:</b>	DCS/DOC
<b>Transaction/Contract Type</b>	AE / ARC Services Contract
<b>Project Number:</b>	BI-JA-476
<b>Contract:</b>	BI-JA-476-ARC
<b>Consultant:</b>	Hoffman Architects, Inc.
<b>Property</b>	Cheshire, Highland Ave (900), Cheshire Correctional Institution
<b>Project Purpose:</b>	Cheshire Correctional Exterior Masonry Repairs
<b>Item Purpose:</b>	New Consultant Contract

At 9:36, Peter McClure, ADPM of DCS joined the meeting to participate in the Board's review of this proposal. Mr. McClure left the meeting at 9:58.

PROPOSED AMOUNT: \$211,856

This project is for the complete design and construction of extensive masonry repairs to the existing exterior building masonry on numerous building assemblies and the existing perimeter masonry security wall enclosure at the Cheshire Correctional Institution. A Masonry Repair Study of the Cheshire Correctional Institution by OakPark Architects, LLC was completed in November 2016. This study and limited existing building drawings from the Department of Correction's archival records were made available to the Architect for its use. All work shall conform to the requirements of the Connecticut State Historic Preservation Office and the United States Secretary of the Interior's Standards for Rehabilitation. A "Level 4 Security," which is outlined in the "State of Connecticut, Department of Correction, Security Regulations for Contract Forces," must be maintained at all times during the campus construction phase of this project. Construction phase shall include the installation and maintenance of a temporary 12-foot high chain link fence along the entire length of the existing site perimeter masonry wall to maintain security and to facilitate the project's construction.

Under this proposed new Consultant Contract BI-JA-476-ARC, DCS is seeking SPRB approval to expend \$211,856 to retain the Consultant to provide for only the Investigation and Schematic Design Phase Services as the extent of the needed repairs will be more certain at that point. After the Investigation and Schematic Design Phase Submittals are received, reviewed, and accepted; the remaining phases will be negotiated and funded.

The scope of work to be provided for the Investigation and Schematic Design Phase include the following:

The Architect shall perform Investigation and Schematic Design Phase project work to revalidate the Masonry Repair Study completed on November 28, 2016, and confirm both the project scope and completion of such work within the project's total construction budget of \$6,000,000 during a duration of three calendar years to complete due to the magnitude of effort required and the complexity of the work environment.

1. This project shall include the extensive repairs of the exterior building masonry on numerous existing buildings and the existing site perimeter masonry wall (excluding the Old Power House and the North Building). The scope of masonry repairs include, but are not limited to, repair of caulked joints, concrete coping joints, coping caps, and masonry brick pointing.
2. The Architect and its design team shall use all available construction drawings for all existing buildings and structures, review all existing construction documents and the "Cheshire Correctional Institution Exterior Masonry Repair Study" ("Study") dated November 28, 2016 by OakPark Architects, LLC.
3. The Architect shall revalidate, comment and address findings noted in the Study.
4. The Architect shall field verify and document all existing conditions and create new existing construction drawings and documentation.

5. The Architect shall document and field verify existing conditions performing on-site investigations, providing complete visual photograph documentation of such findings, observations for the campus buildings and perimeter site walls including, but not limited to, conduction of masonry elements documenting symptoms of distress or failure.
6. The Architect shall participate in a minimum of four (4) meetings, providing an agenda and meeting minutes, with representatives of the Department of Administrative Services and the Department of Correction on site to review the investigation/probe plan to coordinate guard staffing and to confirm schedule of work.
7. The Architect shall participate in a minimum of four (4) meetings, providing an agenda and meeting minutes, with the State Historic Preservation Office and representatives of the Department of Administrative Services to present proposed scope of intended work and intended methods of rehabilitation and to review the structures designated as historic on the site. The purpose of the meetings will be to maintain project's compliance with requirements of the Connecticut State Historic Preservation Office and the Secretary of the Interior's Standards for Rehabilitation.
8. The Architect shall participate in a minimum of four (4) meetings, providing an agenda and meeting minutes, with representatives of the Department of Administrative Services on site regarding phasing requirements and other issues for completion of this project's scope of work.
9. The Architect shall coordinate with the appropriate agencies and provide necessary materials, completing all necessary application forms, checklists for permits, permits, and certifications and/or approvals for this project.
10. The Architect shall provide a Schematic Design Phase Construction Cost Estimate including, but not limited to, providing value engineered options to achieve the project's construction budget.
11. The Architect shall provide a complete set of Schematic Design Phase Drawings and Schematic Design Specifications, incorporating all findings of the Architect's field verification/investigation activities, meetings, developing a refined Scope of Work that will be the basis of this project's design to move this project into further Design Phases.
12. The Architect shall participate in a minimum of two (2) meetings, providing an agenda and meeting minutes, with representatives of the Department of Administrative Services and the Department of Correction regarding the Investigation and Schematic Design Review submission and Agency comments.

In June 2017 the Department of Construction Services ("DCS") issued a Request for Qualifications for Architect/Engineer (A/E) Consultant Services related to the design-bid-build project – Exterior Building Masonry and Perimeter Masonry Wall Repairs. DCS elicited eight responses to the advertisement of which one submittal was considered "non-responsive". DCS then proceeded to review the submittals and after the completion of the internal review process, five firms were selected for short-listed interviews. These firms were as follows, HAKS, LLC, Gale Associates, Inc., Clohessy Harris & Kaiser, LLC, Martin A. Benassi, AIA-Architect, LLC and Hoffmann Architects, 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 Hoffmann Architects, Inc. ("HAI") as the most qualified firm.

The overall construction and total project budget have been established at **\$6,000,000** and **\$7,266,250** respectively. DAS had confirmed funding is in place for the consultant fees.

A total fee of \$ 211,856.00 was negotiated as follows:

\$ 6,000,000.00		Construction Estimate	
X 13.95 %		B/I Rate (10.95%) + 3.0% for Renovation	
\$ 837,000.00		Architect's Total Negotiated Fee	
\$ 211,856.00		Architect's Negotiated Fee for only Investigation and Schematic Design Phase	
		(25.3113% of Architect's Total Negotiated Fee)	

HAI Basic Service Fee (#20-203)	ARC Base Fees (\$)	Special Services	Total Fee	Construction Budget (\$)	% of Budget
Investigation/Schematic Design Phase	\$126,000				
Design Development Phase	\$0				
Construction Document Phase	\$0				
Bidding and Review Phase	\$0				
Construction Administration Phase	\$0				
<b>TOTAL BASIC SERVICE FEE (#20-203) (A)</b>	\$126,000			\$6,000,000	2.1%
<b>HAI Special Services Fee (#20-203)</b>					
Materials Testing Services		\$34,475			
Structural Restoration Documentation		\$31,642			
Site Security Fencing		\$2,816			
Masonry/Brick Probes & Material Testing Services		\$16,923			
<b>TOTAL SPECIAL SERVICE FEE (#20-053) (B)</b>		\$85,856			
<b>TOTAL FEE ( PRB #20-053) (A)+ (B)</b>			\$211,856	\$6,000,000	3.53%

- The June 2017 RFQ elicited 8 responses, of which 7 were considered responsive. The Selection Panel interviewed five firms and ultimately recommended the appointment of Hoffmann Architects, Inc. (“HAI”). The selection was approved by Commissioner Currey on 8/07/2017.
- HAI is located in Hamden. This firm was established in 1985 and has 44 employees which includes fourteen registered Architects and four structural engineers. HAI is operating under its corporate license No. ARC.0000228. The license is valid until 07/31/2021.
- Smith Brothers reported that over the past 5 years HAI has been exposed to 2 general liability or professional liability claims, seven of which have been closed. No claims were involved with State projects
- The submittal is accompanied by a Consulting Agreement Affidavit notarized on 8/15/19.

Staff asked DCS to clarify the following:

1. Please provide an electronic copy of “Cheshire Correctional Institution Exterior Masonry Repair Study” (“Study”) dated November 28, 2016 by OakPark Architects, LLC.
2. What was the cost for this Study performed by OakPark Architects?
3. Clarify why it took from June 2017 (advertised date) to October 2020 for Board action? (Consultant selection in August 2017, the contract negotiation in 2018)
4. Why is re-validation required?
5. Justify why the Consultant’s fees for Basic Services (Schematic Design - \$126,000) which is 2.1% of the Construction Budget. Especially when a study was already done by another architect.

**RECOMMENDATION:** Based on responses from Mr. McClure it is recommended that SPRB approve this new contract for Hoffmann Architects, Inc. to provide design related services for the Cheshire Correctional Exterior Masonry Repairs project. DCS to provide responses to the above in writing as discussed at the meeting.

**PRB #** 20-203  
**Origin/Client:** DCS/DOC  
**Transaction/Contract Type** AE / ARC Services Contract  
**Project Number:** BI-JA-476  
**Contract:** BI-JA-476-ARC  
**Consultant:** Hoffman Architects, Inc.  
**Property** Cheshire, Highland Ave (900), Cheshire Correctional Institution  
**Project Purpose:** Cheshire Correctional Exterior Masonry Repairs  
**Item Purpose:** New Consultant Contract

At 9:58, Allan duFrend, APM of DCS joined the meeting to participate in the Board’s review of this proposal. Mr. duFrend left the meeting at 9:58.

Proposed Amount: \$96,500

At the January 20, 2015 SPRB meeting, the Board approved PRB #15-004 in the amount of \$2,468,362 to compensate the Consultant for ARC services in conjunction with the Shafer Hall Renovation project. At that time, the overall construction and total project budget were established at \$20,990,000 and \$31,100,000 respectively.

At the March 9, 2017 SPRB meeting, DAS/DCS requested approval to compensate the Consultant via Amendment #1 (PRB #17-020) for changes to the ARC Contract in the amount of \$292,910 for the following:

1. Additional Design Services required for the complete renovation of the Shafer Auditorium including but not limited to mechanical, electrical, lighting, finishes, A/V, security acoustics and fire protection. It should be noted that the base contract only included limited upgrades to seating, ceiling treatments, lighting and A/V equipment. This additional service for a complete upgrade and renovation to the Auditorium. (\$156,910)
2. Additional field investigations inclusive of masonry coring, confirming load capacity, installed systems and concrete decking. This work is considered an extension of the previous pre-design study prepared by the S/L/A/M Collaborative. (\$26,000)
3. Site-Civil engineering, additional landscape architecture design work and permit services as required for the recently expanded into East Lot Parking area, West Side Entry and Drop-Off Loop and associated storm-water and flood management permit requirements. (\$85,000)
4. DCS – SPRB Project Design Contingency (\$25,000)

At that time, the overall construction budget was unchanged and the total project budget was reduced to \$25,405,960, from \$31,100,000.

**Project Status**

O&G Industries, Inc. was selected as the Construction Manager at Risk (CMR) and the Notice to Proceed was August 13, 2018 with a Substantial Completion Date (SCD) of June 12, 2019. The SCD was modified through a verbal, no change, agreement between the State and O&G to July 10, 2019. The beneficial use of the Primary Spaces (dorm suites, common and mechanical spaces) was achieved on August 23, 2019 and the remaining spaces, identified as the **Auditorium** and **Gymnasium** achieved Substantial Completion August 12, 2020.

O&G Industries had difficulty accomplishing their contractual obligations and maintaining a schedule to completion at no fault of the State or the University.

The State has issued a notification to O&G for the assessment of Liquidated Damages by formal letter. Refer to the attached letter from DAS/CS dated July 09, 2020 associated with the intent of assessing the liquidated damages to the CMR, which is intended to be utilized to fund the value of this Amendment #2. The chart below calculates the two assessment values of Liquidated Damages (LD) referenced in O&G’s Contract. The amount of \$4,582.00 is for each calendar day Substantial Completion is not attained, and \$3,928.00 for each calendar day past 90 days for failure to achieve the Certificate of Acceptance.

	Days	LD Amount	Total
Calendar Days beyond <b>Substantial Completion</b> of	42 days	\$4,582.00	\$192,444.00
Calendar Days beyond 90 <b>Certificate of Acceptance</b> (estimated as of 6/17/20, continuing	202 days	\$3,928.00	\$793,456.00
<b>(Days) x (LD’s dollar amount) = Total</b>			\$985,900.00

O&G currently has remaining work that includes minor Punchlist, work associated with Change Orders

and corrective work. This work will be completed at the convenience of the Eastern Connecticut State University so that construction activity does not interfere with campus life of the students and faculty. DAS/CS with the assistance Colliers Project Leaders USA NE, Inc. will be coordinating the work effort and will execute the work during the Thanksgiving holiday break in November.

Under this proposal (PRB #20-204), DAS/DCS is now seeking SPRB approval to approve Amendment #2 to the Consultant's Contract in the amount of \$96,500 for the following:

Under this **Amendment #2**, the Architect shall provide extended Construction Administration Services. Extended Construction Administration Services are from October 28, 2019 to April 30, 2020 when the building was in use/occupied by students so there was a minimal need by the consultants during that timeframe, and from May 1, 2020 through August 31, 2020 when full Construction Administration Services were needed.

Detailed below is the explanation for Stantec's extended Construction Administration Services:

Construction Start (per Notice to Proceed):	August 12, 2018
Construction Calendar Days (CDs) to Close Out plus 10% per Contract:	432 CDs

Stantec's Contract Completion Date.	October 19, 2019*
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<b>Amendment #2</b> extended Construction Administration from May 1, 2020 through August 31, 2020	122 CDs
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Completion of Construction Date	August 31, 2020
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\*Note: The timeframe between October 2019 and May 2020 Services was minimal service due to the building being occupied/ in use by University students.

Monthly billing by the Consultant shall be accompanied by an hourly breakdown of their personnel to justify the costs submitted. Unused costs associated with these services will not be earned nor paid.

It is acknowledged that there was an extended duration of time that preparation of this formal request for approval by DAS/CS to SPRB has taken for these extended services. This time was due to the workload of DAS/CS Project Managers, a reconciliation and update of the project budget with the office administering the grant, and a prolonged delay of receiving the authorization of funding from the office administering the grant associated with the budget update.

Under PRB #15-004, approved CA Fees were \$726,000 over 432 construction calendar days, or \$1,681/calendar day.

Under PRB #20-204, DAS/DCS are seeking approval of expanded CA Fees totaling \$78,000, for 122 construction calendar days, or \$640/calendar day.

The overall construction budget was increased to \$26,501,406 and the total project budget was increased to \$36,600,000.

SAI Fee for Basic Services (PRB 15-004)	COST (\$) (BASIC)	COST (\$) (SPECIAL)	C. Budget (\$)	(%) Budget
Schematic Design Phase	\$363,000			
Design Development Phase	\$484,000			
Construction Document Phase	\$726,000			
Bidding and Review Phase	\$121,000			
Construction Administration Phase	<u>+\$726,000</u>			
TOTAL BASIC SERVICE FEE (#15-004) (A)	\$2,420,000		\$20,990,000	11.53%
<b>SPECIAL SERVICES:</b>				
Site-Civil Survey (Close Jepsen Miller)		\$27,148		
Geotechnical Engineering (GZA)		\$21,214		
PRB File #17-020 – Additional Design Services (Amendment #1) (A1)	<u>+\$266,910</u>	<u>+\$26,000</u>		
PRB File #20-204 – Additional CA Services (Amendment #2) (A2)	<u>+96,500</u>			
TOTAL BASIC SERVICES (A + A1+A2)	\$2,783,410		\$26,501,406	10.50%
TOTAL SPECIAL SERVICES (B)		\$74,362		
TOTAL FEE ( PRB #20-204) (A) + (B)		\$2,857,772	\$26,501,406	10.78%

From the Stantec Correspondence requesting additional CA Fees:

*Construction Administration Services are from October 28, 2019 to April 30, 2020 when the building was in use/occupied by students so there was a minimal need by the consultants during that timeframe, and from May 1, 2020 through August 31, 2020 when full Construction Administration Services were needed. Some of the examples, but not all, of the anticipated scope of work that will need the design team's support is listed below:*

*Summer 2020 Work/Completion = 16 weeks:*

1. *As-Needed Architectural and/or Consultant Site Visit*
2. *Coordination & Review for Delayed Gymnasium Construction Completion*
3. *Coordination & Review for Delayed Auditorium Construction Completion*
4. *Coordination & Review for Delayed Building Operations & Systems Balancing (CxA Meetings, Submittals, etc.)*
5. *Coordination & Review for Elevator Back-Up Power Transfer to Emergency Generator Due to Incorrect Contractor Installation*
6. *Coordination & Review for Delayed Fabric-Wrapped Panel Installation*
7. *Additional Coordination & Site Visits for Theatrical AV/Lighting Due to Contractor's Lack of Coordination with Theater Subcontractor/Incorrect Installation*
8. *Review of Delayed Pay-Applications, Potential Change-Orders, and Change-Orders*
9. *Architectural Back-Punch of Units and Common Spaces due to Delayed Contractor Construction Schedule & Deferred Punchlist Corrections (Finishes, Signage, Lighting, etc.)*
10. *Coordination & Review for Landscape Regrading, Ramp/Sidewalk Reconstruction Due to Incorrect Contractor Installation & Lack of Code-Compliance*
11. *Coordination & Review of Landscape Curbs, As-Built Surveys, and Lawn/Planting Establishment Due to Incorrect Contractor Installation*
12. *Coordination & Review of Café B.O.H. Piping and AGRU Relocation Due to Incorrect Contractor Installation & Lack of Code-Compliance*
13. *Coordination & Review of Plumbing Sanitary & Stormwater Cleanout Caps Due to Incorrect Contractor Installation & Lack of Code-Compliance*
14. *Coordination & Review of Bathroom Marble Thresholds/Resilient Flooring Adjustments Due to Incorrect Contractor Installation & Lack of Code-Compliance*
15. *Coordination & Review of Carpet Replacement Due to Incorrect Contractor Installation*
16. *Coordination & Review of Exterior Brick Repointing & Cleaning Due to Delayed Contractor Construction Schedule*
17. *Coordination & Review of ERU/AHU Equipment and Piping Re-Design to Avoid Seasonal Draining per Owner's Request*
18. *Coordination & Review of Delayed Project Closeout Documents*

Work Scheduled over Summer 2020 Semester (Duration 16 weeks):

BILLING TASK	CONSULTANT	FEE	FEE TYPE
XXX.AAA	Stantec	\$	78,000
XXX.BBB	BVH	\$	6,000
XXX.CCC	Richter & Cegan	\$	10,500
	Barbizon	\$	2,000
<b>TOTAL FEE</b>		<b>\$</b>	<b>96,500</b>

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

1. What is the status of the project? Any contractual work remaining to be completed?  
DAS/DCS Response 10/26 – The current status of the project is Punchlist Phase. The only contractual work that is not fully complete for the punchlist is associated with landscaping. There are some change order work items that are currently wrapping up as well.  
Staff Response: OK
2. Has Certificate of Substantial Completion been issued? If yes, when? Has Certificate of Acceptance been issued? If yes, when?  
DAS/DCS Response 10/26 – There have been three Substantial Completion Certificates that had to be issued for this project when the contract was for one. The first one that was issued was on 08/23/2019 for the main dormitory space. The auditorium area was granted Substantial Completion as of December 12, 2019, and the gymnasium was granted Substantial Completion January 14, 2020. There was still an extended punchlist of incomplete items that remained, but the University was able to take beneficial use of the building areas as of these dates, and associated incomplete work continues to be coordinated schedule-wise with the University and project team. A certificate of acceptance has not been issued.  
Staff Response: Is there a liquidated damages clause in the contract with O&G beyond the initial Substantial Completion date? If yes, were these damages assessed with each extension in writing at the time of extensions? If no, why not?  
DAS/DCS Response 10/27 – There is a liquidated damages clause in the contract with O&G beyond the initial Substantial Completion Date. The notification of damages to be assessed was provided in writing to O&G.  
Staff Response: The question still remains – when the first substantial completion date was not met, was it conveyed in writing to O&G?
3. These extended services were up to August 31, 2020. Section 1(B)(G) of the amendment says monthly billings will be provided and unused funds will not be used or paid. The contractual language needs to be revised if services have been provided already with actual \$ amounts and supporting documents.  
DAS/DCS Response 10/26 – Stantec has completed all work associated with their extended CA services per the original contract. There is currently a value of services owed to them for work that they have performed prior to this amendment being approved. Stantec does not have formal approval to bill for the work included in this amendment package. Upon approval of this amendment, it is Stantec’s position to bill for monthly services owed to date.  
Staff Response: The Board cannot approve an amendment language that requires monthly billings as services are provided (up to August 31, 2020). The reason being that these services have already been provided and Stantec should know how much time their staff spent. Also, the language as written (see yellow highlighted text) stipulates that there may be funds left from the total requested amount and as such the request should be for the actual \$\$ spent by Stantec. DCS should revise this language and provide backup documentation for the fees requested to be approved.  
DAS/DCS Response 10/27 – Stantec will provide a fee matrix to reflect their staff’s time billed to this project through August 31, 2020.  
Staff Response: It should be provided with this amendment request and the contract language should be revised accordingly.

4. Please provide a staffing matrix for the ARC's request for extended CA Fees. Does DCS anticipate the ARC will request additional CA Fees for work beyond August 31, 2020 (if work is not completed)?  
DAS/DCS Response 10/26 – At the time of the original contract, DCS did not request a staffing matrix to support the original proposal. Attached, please find a staff rate sheet that will be utilized to cross reference the invoices billed against this amendment. Stantec has advised / confirmed that no additional extended CA services fees will be requested.  
Staff Response: As requested in Item 3 above, pl provide staffing matrix for this request with backup.  
DAS/DCS Response 10/27 – Stantec will provide a fee matrix to reflect their staff's time billed to this project through August 31, 2020.  
Staff Response: Again, Stantec has already provided this services. There should already have been review of the services and fees being requested via this amendment.
  
5. Has DCS held any funds from the payment applications submitted by O&G to pay for these additional fees related to O&G's lack of performance?  
DAS/DCS Response 10/26 – All payment applications undergo an extensive review process, and often with this specific project, requiring as many as three or more revisions before approval due to O&G billing for work that was incomplete. The funding to support these additional fees would come from a liquidated damages assessment on O&G to fund all additional costs caused by their inability to meet contract requirements and there are sufficient funds in the CMR contract to cover amendment costs.  
Staff Response: Similar to Kaiser Hall project (LBI's case), has DCS retained payments to pay for these additional ARC fees?  
DAS/DCS Response 10/27 – DCS has not retained payments to pay for these additional services. There are sufficient funds in the CMR contract to cover these additional services.  
Staff Response: OK
  
6. What caused the delays by O&G? Why these delays not addressed by accelerating the schedule?  
DAS/DCS Response 10/26 – There are a number of causes for delays by O&G. The State, AE, and CA team had advised multiple times to O&G to accelerate their schedule. O&G's attempts at accelerated timeframes were not successful. Their project team personnel was not continuous from design through construction, and through project completion which resulted in information loss and a lack of understanding of contract requirements. Stantec had to communicate multiple times the same information because there was not a smooth transition with three different project managers during construction and a change in the project team from selective demolition phase to new construction phases. There was a lack of oversight of their subcontractor's work to verify compliance with contractual requirements, drawings, specifications, etc. There was a lack of the required due process for several communications which caused a number of problems and confusion for the project team such as missed opportunities for requests for information, and not submitting shop drawings and submittals prior to installation. Any initiative to address and resolve issues properly was continuously lacking by O&G staff. There were multiple opportunities provided to O&G to get to a schedule end date. There were multiple meetings, discussions, communications, etc. that expressed frustrations for work not being performed per the contractual requirements. O&G responded on increasing working hours, weekend hours, etc. to get to the finish line, they agreed to a completion date, and continuously missed each of them.  
Staff Response: Isn't there a contractual requirement to keep the same project team (at least senior staff) on the project for the duration of the project? O&G has identified issues/concerns related to design defects (code compliance), design changes, unforeseen conditions (rock/ledge under basement slab), RFI response delays, etc. Are these claims accurate as they directly related to ARC's performance?  
DAS/DCS Response 10/27 – Contractually (refer to Article 1.3 of the General Provisions of the contract), key staff may be removed or substituted provided the removal or substitution is approved by the Owner. The claims made by O&G are not substantiated nor supported and the response to their communication will reflect that. No time extensions have been approved through a change order for this project to O&G. The delays encountered are not directly related to Stantec's performance, they are directly related to O&G's performance as described above.  
Staff Response: When the staff was removed or substituted, did DCS seeks reasons and provide approvals?

7. Has a formal claim been filed against O&G (we see notice of liquidated damages)? What is the status? PI provide O&G's response to the DCS notice dated July 9, 2020.

DAS/DCS Response 10/26 – To date, only the notification of the intent to assess LDs has been issued formally to O&G. The response is attached to this communication. Nearly each item referenced is irrelevant because there was not a formal request for added time received by the AE and CA, nor the State from O&G that would warrant time extensions to their critical path for change order work. None of the time they reflect as “Days of Delay” was previously provided to the State, nor AE, nor CA up until the formal assessment of LDs communication. A formal response to O&G's September 08, 2020 communication is currently in the process of being drafted and further meetings will be scheduled to discuss and review with the DAS Legal team prior to formally responding and DAS will be meeting with O & G.

Staff Response: Why a formal claim process has not begun against O&G? When is DCS planning to file such a claim? What if such a claim is not filed by DCS? How is DCS planning to recoup these additional ARC fees?

DAS/DCS Response 10/27 – A formal claim is currently in the beginning steps. It is the intent of DCS to assess LDs against O&G as stated above.

Staff Response: OK

8. In the ARC's 9-21-2020 communication, the ARC identified 18 issues requiring extended CA services by the ARC, of which many were identified as “Incorrect Contractor Installation.”

1. Clarify how the CMR completed incorrect installation of those items when the ARC was supposed to provide oversight during construction?

DAS/DCS Response 10/26 – There are no contractual requirements of Stantec to provide oversight during construction. They provide inspections when notified of work completion.

Staff Response: Per the Architect's fixed fee contract, Attachment 1, Section VII - Architect's duties during Construction (pg 5 of 12), the Architect is required to provide certain services. Please confirm that the Architect was not supposed to provide these oversight services. The Architect is paid \$726,000 for his services during Construction.

DAS/DCS Response 10/27 – The Construction Administration services provided by the AE include field inspections, review and processing of submittals, review and processing of requests for information, inspections of completed work, and other construction phase related activities. The day to day oversight is provided by the construction administration team, which specific to this project, is Colliers.

Staff Response: So ARC was responsible for conducting field inspections to make sure that the project is constructed per specs prepared by the ARC. Substantial completion certificates were issued after the work was corrected per specs?

2. At what point these deficiencies were reported to DCS by the ARC in writing?

DAS/DCS Response 10/26 – Incomplete or incorrect work that was observed by Stantec and their consultants were identified in weekly field reports that were distributed to the project team.

3. Does DCS believe that the ARC fulfilled duties as per the contract?

DAS/DCS Response 10/26 – It is DAS DCS's position that Stantec has fulfilled their contractual services, or their associated prior invoicing would not have been approved.

Staff Response: See comment above on Architect's responsibilities. Also, O&G letter identified numerous errors and omissions, one being unforeseen condition - rock/ledge under the slab. Did GZA identify this ledge? Did they miss this which delayed the duration as mentioned by O&G? There are also claims of RFI review delays. Stantec should review O&G response and provide justification to show that these are not ARC design related delays/issues and that the ARC should be compensated for extended services because of delays caused by O&G and not ARC's design.

DAS/DCS Response 10/27 – The statements identified in O&G's letter associated with “numerous errors and omissions” are not substantiated and a response to O&G from DCS will reflect that. Specific to the rock/ledge, there were concealed areas of removal that had occurred. GZA identified the likelihood of concealed areas which is why there is an allowance reflected within the contract documents. Claims of RFI review delays made by O&G are not substantiated. Stantec is included

with the discussions and associated meetings specific to the assessment of liquidated damages and are providing their positions on claims made by O&G – they are not excluded from this process.  
Staff Response: OK

4. Can these items identified in the ARC's letter be considered punch-list items?

DAS/DCS Response 10/26 – These items should not be considered punchlist items; they should be more appropriately termed an incomplete/corrective needs work list.  
Staff Response: OK

9. Did ARC recommend holding payments for these incorrect installations when they were submitted? Has any payment being retained/not paid (other than retainage) for these faulty installations from the respective payment applications? If not, should CMR be paid for these faulty installations at that time?

DAS/DCS Response 10/26 – Stantec continually did not approve payment applications that billed for incorrect or incomplete items. Previously stated above, there were multiple revisions to many payment applications that had to be made by O&G due to review comments. The project team has only allowed billing for complete and accepted work. There is currently one issue that was concealed until recently that had been paid. All other items are captured with change order adjustments or identified on a punchlist where retainage is held until complete. It is not DAS DCS's position to knowingly fund a firm for faulty installations. Regardless, processing of O&G's payment applications does not negate Stantec from being compensated for their services that are part of this amendment.

Staff Response: As noted in Q 7 above, how will DCS recoup funds for this amendment from O&G? What is the amount DCS holding from O&G's payment other than regular retainage?

DAS/DCS Response 10/27 – It is the intent of DCS to assess LDs against O&G. The balance excluding retainage (which is \$364,208.80) is \$1,166,915.22 for a total of \$1,531,124.02.  
Staff Response: OK

10. What was the construction duration per the construction contract? Has the construction duration exceeded by 10%? Pl provide details.

DAS/DCS Response 10/27 – The construction duration per the contract was 303 calendar days. The original contractual Substantial Completion Date was identified as June 12, 2019. The construction duration has exceeded 10%. Actual dates of substantial completion are reflected in the response to No. 2 above.

Staff Response: OK

11. There was \$25,000 for additional work allowance approved under Contract amendment #1. Pl provide details on how these funds were spent and provide approval letters and backup.

DAS/DCS Response 10/27 – [Todd Lukas]

Staff Response: Need response from Todd Lukas.

**RECOMMENDATION:** There are still major issues:

1. The Contract amendment as written does not depict the current situation. Stantec Architects have provided services and as such the contract must reflect actual fees with proposal/approval/staffing matrix.
2. There are statements from O&G about the Architect's errors and omissions, etc, which may directly affect compensation to the ARC under this amendment. DCS staff has notified that DCS is working on providing a counter response to O&G. This response should be provided to the Board as it relates to the ARC's errors and omissions claims including other claims cited by O&G. It may directly affect the amendment contract at hand.
3. Status of a formal claim against O&G as it is the intent of DCS to use these funds to pay for this amendment.
4. Provide backup information related to the \$25,000 additional work allowance approved by DCS.

Based on the above issues, it is recommended that the Board **SUSPEND** this Amendment #2 to appropriately address the issues cited.

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From PRB #17-020

Re: PRB # 17-020, Standard Fixed-Fee—A/E Services Contract Amendment #1  
Eastern Connecticut State University – Shafer Hall Renovation Project – Willimantic  
Project #CF-RW-330-ARC– Stantec Architecture, Inc. - Total Fee \$292,910

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UPDATE MARCH 2017– This project was suspended by the Board on February 6, 2017 due to the following issues:

- Section A of the Contract Amendment does not appear to correctly adjust the contract value consistent with the amendment and the previous contract amount. It appears that the total fee should be revised to \$2,761,272.
- Section 4 of the base contract should also be revised to reflect the increased construction amount identified in the DCS Cover memo. It appears that the project construction budget has increased from \$20,990,000 to \$25,405,960.

DCS Management reviewed the SPRB suspension and has concurred with each issue. The Project Total fee has been revised to \$2,761,272 consistent with Contract Amendment. Section 4 of the contract has also been revised to increase the project construction budget from \$20,990,000 to \$25,405,960.

RECOMMENDATION: It is recommended that APPROVE SPRB Contract Amendment #2. The revised total basic service fee amounts of \$2,686,910 amounts to 10.57% of the construction budget which is generally consistent with the established guideline rate of 12.5% for this Group A phased interior renovation/construction project.

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PROJECT BRIEF– In general this project involves the design and construction for the complete renovation of the existing Shafer Hall from an existing academic use building to a residential life facility. The existing building is three story building comprising approximately 70,100 GSF and was constructed with a masonry exterior and concrete floor decks. The building is currently utilized for the Performing and Visual Arts Program, general purpose classrooms, the AKUS Gallery and Shafer Auditorium. The current renovation concept is envisioned to include the construction of approximately 100 residential beds within various unit configurations. The scope of work will also include upgraded HVAC systems, electrical improvements, new plumbing systems, the installation of a new elevator as well as exterior improvements for pedestrian, occupant and vehicle parking areas.

In July 2013 the Department of Construction Services (“DCS”) issued a Request for Qualifications (RFQ) for *Architect & Consultant Design Teams* related to the ECSU Shafer Hall Renovation Project. At the conclusion of the process DCS identified Add, Inc. as the most qualified firm. In October 2014, Add, Inc. provided DCS formal notification that the firm has been acquired by Stantec Architecture, Inc. (“SAI”) and that primary project team members identified in the RFQ will still be responsible for the entire project. DCS accepted this acknowledgement and proceeded to complete the contract scoping and negotiation process with SAI.

This contract was approved by SPRB in January 2015 under PRB File #15-004 for *Architect/Engineer Consultant Design Team Services* required for the completion of ECSU Shafer Hall Renovation Project. The approved contract included all required design services from the initiation of a schematic design phase through the construction document phase and the subsequent completion of construction. The overall compensation rate for basic services is \$2,420,000 with an additional \$48,362 for special services. As such the total project

fee approved under PRB File #15-004 was \$2,468,362. The special services detailed in the project scope included geotechnical engineering and site-civil survey activities.

DCS has previously confirmed for SPRB that funding is available for this contract. Project funding is being provided pursuant CHEFA M-Series Bonds.

CONTRACT AMENDMENT #1 – This contract amendment is intended to compensate SAI for the following additional services:

- Additional Design Services required for the complete renovation of the Shafer Auditorium including but not limited to mechanical, electrical, lighting, finishes, A/V, security acoustics and fire protection. It should be noted that the base contract only included limited upgrades to seating, ceiling treatments, lighting and A/V equipment. This additional service for a complete upgrade and renovation to the Auditorium. (\$156,910)
- Additional field investigations inclusive of masonry coring, confirming load capacity, installed systems and concrete decking. This work is considered an extension of the previous pre-design study prepared by the S/L/A/M Collaborative. (\$26,000)
- Site-Civil engineering, additional landscape architecture design work and permit services as required for the recently expanded into East Lot Parking area, West Side Entry and Drop-Off Loop and associated storm-water and flood management permit requirements. (\$85,000)
- DCS – SPRB Project Design Contingency (\$25,000)

It should be noted that the project budget memo submitted by DCS for this contract amendment increases the construction budget from \$20,990,000 to \$25,405,960. FEE – The costs of basic and special services for the project are as follows:

SAI Fee for Basic Services (PRB 15-004)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>C. Budget</u> <u>(\$)</u>	<u>(%)</u> <u>Budget</u>
Schematic Design Phase	\$363,000			
Design Development Phase	\$484,000			
Construction Document Phase	\$726,000			
Bidding and Review Phase	\$121,000			
Construction Administration Phase	<u>+\$726,000</u>			
TOTAL BASIC SERVICE FEE (#15-004) (A)	\$2,420,000		\$20,990,000	11.53%
<u>SPECIAL SERVICES:</u>				
Site-Civil Survey (Close Jepsen Miller)		\$27,148		
Geotechnical Engineering (GZA)		\$21,214		
PRB File #17-020 – Additional Design Services (Amendment #1)	<u>+\$266,910</u>	<u>+\$26,000</u>		
TOTAL BASIC SERVICES(A + A1)	\$2,686,910		\$25,405,960	10.57%
TOTAL SPECIAL SERVICES(B)		\$74,362		
TOTAL FEE ( PRB #17-020) (A) + (B)		\$2,761,272	\$25,405,960	10.87%

**7. OTHER BUSINESS**

**8. VOTES ON PRB FILE:**

**PRB FILE #20-203** – Mr. Valengavich moved and Mr. Halpert seconded a motion to approve PRB FILE #20-203. The motion passed unanimously.

**PRB FILE #20-204** – Mr. Valengavich moved and Mr. Berger seconded a motion to suspend PRB FILE #20-204. The motion passed unanimously.

**9. NEXT MEETING** – Monday, November 2, 2020

The meeting adjourned.

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