

## STATE PROPERTIES REVIEW BOARD

### Minutes of Meeting Held On February 18, 2021 – 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 February 18, 2021 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**

Robert E. Swain, AIA, Amenta Emma Architects  
Michael Milne, PM, DCS  
Stephen Burke, APM, DCS

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 February 16, 2021 Meeting. The motion passed unanimously.

#### **2. COMMUNICATIONS**

Mr. Berger provided Board Members with an update on his ongoing conversations and review about certain proposed legislation that affects the State Properties Review Board.

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

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

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

<b>PRB #</b>	<b>20-216</b>
<b>Origin/Client:</b>	DCS/DAS
<b>Transaction/Contract Type</b>	AE / Amendment
<b>Project Number</b>	BI-2B-381
<b>Contract</b>	BI-2B-381-ARC
<b>Consultant:</b>	Amenta/Emma Architects, P.C.
<b>Property</b>	Hartford, Capitol Ave (165)
<b>Project purpose:</b>	State Office Building Renovation
<b>Item Purpose</b>	Amendment #4

At 9:35 Mr. Swain, Mr. Milne and Mr. Burke joined in the discussion of this Proposal. They left the meeting at 10:00.

**CONSULTANT FEE: \$300,525**

At the State Properties Review Board meeting held on December 3, 2020, the Board voted to suspend this file pending the Board's review of DCS responses to Board inquiries received immediately preceding the Board's Thursday meeting.

On August 10, 2020, under PRB File #20-141, the Board approved Amendment #3 to the ARC Contract to provide expanded design services totaling \$130,700, for the following scope of services:

- Build-out design services for Trinity Street employee relocation (\$101,500);
- Comptroller-requested workstation redesign (\$7,100);
- Screening at Breakrooms (\$20,150); and
- Lobby Desk Retrofit (\$1,950).

Under this Proposal (PRB #20-216), DCS is now seeking approval of AMENDMENT #4 to the ARC Contract to compensate the ARC Consultant an additional \$300,525 for additional ARC Design Services and ARC CA Services in conjunction with an early start of the renovation of the State Office Building (SOB) and Work Authorization Orders (WAOs):

- Expanded "phase two" Schematic Design Phase Services and Furniture Services as originally laid out in Amendment 3: Eight Thousand Dollars (\$8,000).
  - Schematic Design Phase (\$7,000)  
Amenta/Emma's original proposal for the "phase two" work dated 3-17-2020, included the preparation of a Schematic Floor Plan, review with each agency, and a maximum of two revisions. Due to DAS and OPM's continued negotiations with both the Office of Ethics and the Freedom of Information Commission. The Consultant was asked to participate in additional calls, as well as produce several iterations of each agency's suite. Fee covers the additional time spent by Amenta/Emma to receive approval by all agencies.
  - Furniture Services (\$1,000)  
Per the approved Schematic Design Floor Plan, Room G032J (previously a Training Room) was added to the scope of the project. All furniture services as outlined in the Consultant's original proposal for the "phase two" work dated 3-17-2020 will be provided in order to convert the room into the FOI Commissioners' Library and Supply Room. Changes are limited to furniture only.
- Expanded Construction Administration Services
  1. This compensation is due the Consultant due to the early start (WAOs and multiple GMP Amendments, but figuring CA services started at GMP amendment 2 on 11/8/2017) and the staggered move in which increased the project duration, causing the Consultant to expend more than 792 days of CA services. The period of time they are due compensation is calculated as follows:
    - A. Construction start at Gilbane Building Company's GMP Amendment 2 - 11/8/2017 (1/31/2018).
    - B. Plus AE original contract of 720 days gets to 10/19/2019 (1/21/2020)
    - C. Plus the 10% owed or 72 days gets to 1/9/2020. (4/2/2020)
    - D. 1/9/2020 to project final substantial completion on 6/15/2020 is the time Amenta/Emma is owed compensation in this amendment.

DCS states there will be no additional Construction Administration fee granted after this Amendment.

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

AEA Fee for Basic Services (PRB 14-133)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>TOTAL</u> <u>FEE</u>	<u>C. Budget (\$)</u>	<u>(%) Budget</u>
PRE-DESIGN STUDY TOTAL BASIC SERVICE FEE (#14-133) (A)	\$750,170			\$146,000,000	0.51%
<u>SPECIAL SERVICES:</u>					
Structural Engineering & Invasive Testing (Simpson Gumpertz and Heger)		\$75,000			
Geotechnical & Borings (Welti Assoc.)		\$38,000			
Phase I & II Environmental Site Assessments (Fuss & O'Neill Inc.)		<u>\$119,000</u>	-		
TOTAL SPECIAL SERVICES(B)		\$232,000			
TOTAL FEE ( PRB #14-133) (A) + (B)			\$982,170	\$146,000,000	0.67%
SCHEMATIC DESIGN PHASE TOTAL BASIC SERVICE FEE (#15-240) (A1)	<u>\$2,000,000</u>				
Geotechnical & Borings (Welti Assoc.) (B1)		<u>\$57,570</u>	-		
BASIC SERVICE FEE (#15-240) (A) + (A1)	\$2,750,170			\$146,000,000	1.88%
SPECIAL SERVICE FEE (#15-240) (B) + (B1)		\$289,570			
TOTAL FEE ( PRB #15-240) (A)+(A1) + (B)+(B1)			\$3,039,740	\$146,000,000	2.08%
PRB #16-240 – CONTRACT AMENDMENT #1 – COMPLETION OF PROJECT DESIGN SERVICES AND ADDITIONAL TESTING	<u>\$12,361,000</u>	<u>\$846,750</u>	-		
TOTAL BASIC SERVICE FEE (#16-240) (A) + (A1) + (A2)	\$15,111,170			\$139,736,664	10.81%
TOTAL SPECIAL SERVICES FEE (#16-240) (B) + (B1) + (B2)		\$1,136,320			
TOTAL FEE ( PRB #16-240) (A)+(A1)+(A2)+(B)+(B1)+(B2)			\$16,247,490	\$139,736,664	11.63%
PRB #18-029 – CONTRACT AMENDMENT #2 – COMPLETION OF PROJECT DESIGN SERVICES AND ADDITIONAL TESTING	<u>\$241,284</u>				
TOTAL BASIC SERVICE FEE (#18-029) (A) + (A1) + (A2) + (A3)	\$15,352,454			\$139,736,664	10.99%
PRB #20-141 – CONTRACT AMENDMENT #3 – Relocation of Trinity St Staff & Other Design Services (A4)	<u>\$130,700</u>				
PRB #20-216 – CONTRACT AMENDMENT #4 – Expanded CA Services & Design Services (A5)	<u>\$300,525</u>				
TOTAL BASIC SERVICE FEE (#20-141) (A) + (A1) + (A2) + (A3)+(A4)+(A5)	\$15,783,679			\$164,296,713	9.61%
TOTAL PROJECT FEE			\$16,919,999	\$164,296,713	10.30%

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

- GMP, Amendment #2, dated 11-8-17, was approved by the AG on 11-14-17. This GMP #2 was specific to the demolition/reconstruction of the parking garage and select work within the SOB. Within GMP #2, the following WAOs were referenced:

WAO	Activity	WAO Cost	WAO Start	End
#1	Parking Garage Demo & Abatement	\$2,677,314	3/27/2017	1/31/2018
#2	Parking Garage Structural Precast Design, Fabrication & Sitework.	\$16,694,442	6/16/2017	1/31/2018
#3	State Office Building Demo & Abatement	\$12,217,515	8/23/2017	1/31/2018
#4	State Office Building Glass & Glazing Procurement	\$4,188,167	9/14/2017	1/31/2018

GMP #3, dated 1/31/18, was approved by the AG on 1-31-18. This GMP #3 was specific to the addition of the renovation of the SOB to the GMP and commenced the 720 construction period upon approval of the GMP. Within GMP #3, substantial completion was estimated at 1-23-2020 and final acceptance on 4-22-2020. Based on GMP #3 approval date, the 720 plus 10% would be beginning of April 2020.

NAME	Amenta Emma CA Hours from 1/9/20 to 6/15/20						Total Hours	Rate/Hr	Total
	JAN	FEB	MAR	APR	MAY	JUNE			
Anthony Amenta - Principal-in-Charge	6	11	8	8	9	3	45	\$225	\$10,125
Robert Swain - Principal/165 PM	6	16	14	14	8	6	64	\$225	\$14,400
Peter Bowman - Construction Admin.	92	102	104	84	50	24	456	\$140	\$63,840
Kyle Cruz - Project Architect	66	158	154	121	125	58	682	\$135	\$92,070
Rob Adams - Assoc. Princ./ Senior Int. Des.	3	4	8	10	5	2	32	\$165	\$5,280
Dennis Faga - Interior PM / 165 Project Architect	20	18	12	10	8	4	72	\$165	\$11,880
Michelle Lanney - Project Architect			3				3	\$135	\$405
<b>TOTAL</b>	<b>193</b>	<b>309</b>	<b>303</b>	<b>247</b>	<b>205</b>	<b>97</b>	<b>1354</b>		<b>\$198,000</b>

- Clarify when the ARC's CA services started – NTP date. Provide a copy of NTP letter/authorization.  
DCS Response: Amenta Emma's Construction Phase Services began 11/8/2017 with the approval of Gilbane's GMP Amendment 2, which was the start of construction for the Garage. We are working to dig up the NTP letter.  
Staff Response: Will wait for NTP letter. Per GMP #2 contract, the construction phase duration will commence when the State Office Building work will be added. This work was added to the 3<sup>rd</sup> amendment to the GMP which was signed on 1/31/2018. Therefore, the construction start date should be 1/31/2018.  
DCS Response: Unfortunately we cannot locate the NTP email. DCS and Amenta Emma's emails don't go back that far. The fact is garage construction began 11/8/2017. Upon construction starting, Amenta Emma provided their construction phase services.  
Staff Response: Early in the SOB Renovation project, it was determined to split the project into two separate construction projects: the SOB and the Parking Garage. GMP #2, which authorized construction of the garage, was executed on 11-8-2017. Adding 792 days of the ARC CA Services, extends to 1-9-2020. OK
- Why is the ARC seeking compensation from 1/2020 to 6/2020 and not the early start period?

**DCS Response:** Because their contract duration of 792 days began 11/8/2017, it ended 1/9/2020. So they are seeking compensation for when their contract ran out. This is the same way that Skanska's request was portrayed and approved in their Amendment 1 from 3/9/2020.

**Staff Response:** The construction phase duration commenced on approval of the GMP #3 – 1/31/2018. Also, why is CA time for closeout not excluded from this extension? See your response to item #12 about Certificate of Acceptance.

**DCS Response:** It is excluded. 90 day closeout begins at substantial completion. (6/15/2020). This amendment is for the period 1/9/2020 to 6/15/2020. Closeout still goes on even after the certificate of acceptance is issued. Please see page 3 of the certificate of acceptance which lists work remaining to be completed as of 6/22/2020.

**Staff Response:** DCS should clarify what construction activities required the ARC to expend 193, 309, 303 and 247 CA staffing hours, during Jan/Feb/Mar/April, respectively when compared to the CA (Skanska) hours for the same period. Amenta Emma accumulated 1,052 hours from January to April, nearly equal to that of the CA (Skanska – 1,065 hours).

#### Amenta Emma

2020						Projected Billing for Project		
Jan	Feb	Mar	Apr	May	June	Total Hrs	Rate	Amount
92	102	104	84	50	24	456	\$ 140	\$ 63,840
66	158	154	121	125	58	682	\$ 135	\$ 92,070
20	18	12	10	8	4	72	\$ 165	\$ 11,880
						0	\$ -	\$ -
						0	\$ -	\$ -
6	16	14	14	8	6	64	\$ 225	\$ 14,400
6	11	8	8	9	3	45	\$ 225	\$ 10,125
		3				3	\$ 135	\$ 405
3	4	8	10	5	2	32	\$ 165	\$ 5,280
193	309	303	247	205	97	1354		\$ 198,000

#### Skanska

2020						Projected Billing for Project		
Jan	Feb	Mar	Apr	May	June	Total Hrs	Rate	Amount
32	32	32	16			112	\$ 215	\$ 24,080
173	173	87	87			520	\$ 205	\$ 106,600
						0	\$ 145	\$ -
0	0	0	0			0	\$ 155	\$ -
173	173	87	87			433	\$ 155	\$ 67,115
378	378	206	190			1065		\$ 197,795

DCS should also provide a CPM schedule for January to June 2020, or for the entire project.

DCS should also reconcile both the ARC CA Fees and Skanska CA Fees in light of Gilbane's Revised 6-19-2020 Correspondence requesting an extension of Substantial Completion beyond 1-23-2020.

#### Gilbane's Revised 6-19-2020 Correspondence to Michael Milne

As you requested, below is a list of the project major impacts that resulted in delays, stacking, as well as the deferment of work beyond the original contract Date of Substantial Completion of 1/23/20:

- Impacts related to the Eversource transformers and coordination study that resulted in delays in releasing the building switchgear which delayed the project permanent power.
- Impacts related to the unforeseen existing exterior windows pilasters restoration (PR-39B). This resulted in delays at the building exterior façade completion as well as at the building interior fitout.
- Impacts related to the unforeseen mud slab condition at the basement level. This issue impacted the project perm power, main mech. room development, and the Basement level completion.
- Impacts related to the unforeseen water condition at the west wall (weeping wall) of the Sub-basement level (PR-138B). This delayed the development of the Basement and Sub-basement levels as well as the emergency lighting systems needed for TCO.

DCS should also reconcile the ARC CA staffing in light of the General Warranty Start Date indicating that the GC's work is complete, or nearly complete.

**State Office Building and New Parking Garage General Warranty Matrix**  
**State Proj. No. BI-2B-381 CMR**  
**GBCo Proj. No. J06930.000**



Date: 4/20/2020, Revised 6/15/2020, Revised 6/19/20

Location	TCO Date	General Warranty Start Date
Parking Garage	8/12/2019	8/12/2019
SOB - Level 5	12/5/2019	3/21/2020
SOB - Level 4	12/5/2019	3/21/2020
SOB - Level 3	12/27/2019	3/21/2020
SOB - Level 2	1/10/2020	3/21/2020
SOB - Level 1	1/24/2020	3/21/2020
SOB - Level Ground	3/12/2020	3/21/2020
SOB - Level Basement	2/13/2020	3/21/2020
SOB - Level Sub-basement	6/15/2020	3/21/2020*
SOB - Main Lobby	6/15/2020	3/21/2020*
SOB - Sitework	6/15/2020	6/15/2020*
SOB - East and West Courtyards	6/15/2020	6/15/2020*

\* MEPFP Systems Equipment Warranty start date is 03/21/2020 for (\*) asterisk areas noted above. However, MEPFP Systems Workmanship Warranty and all other elements of the work (architectural, structural, misc. metal, concrete, masonry, sitework, conveying systems, landscaping, etc.) in these (\*) areas have a Warranty Start date of 06/15/2020.

**Staff Response:** OK with responses. However, one item on warranty is still outstanding. How can a project warranty have 2 warranty start dates? Pl provide contractual language that provides for this flexibility.

**1-26-21 DCS Response:** You have asked the question whether legally and contractually a warranty can start in March, 2020, when the substantial completion of the Project occurred in June, 2020. Paragraph 30.1.2 of Article 30 of Section 00 72 23 'General Conditions of the Contract For Construction For Construction Manager at Risk (CMR)' recognizes that substantial completion can be for the Work as a whole or for a designated portion of the Work. The same language is found in the 7810 Certificate of Substantial Completion, which also defines substantial completion as 'that stage in the progress of the Work when the Work, or a designated portion thereof, is sufficiently complete in conformity with the Contract Documents to permit the Owner to occupy or utilize the Work for its intended use.' This definition of substantial completion is consistent with standards applied by courts in determining whether a construction or a portion thereof may be considered substantially complete. It is my understanding that for the SOB there was a phased move-in to the building on a floor-by-floor basis. TCO's were obtained, and the State began to occupy floors and utilize the area for its intended use of the building, over a period from the end of 2019 through the beginning months of 2020. Nonetheless, even though floors were occupied in December, 2019 through early March, 2020, the warranty commenced on March 21, 2020, which is a benefit to the project. While the total project reached substantial completion in June, under the terms of our general conditions, certificate and case law, it would be hard to argue that the various floors were not substantially complete when the State took occupancy and used the space for its intended purposes.

**Staff Response:** OK

3. Why didn't DCS seek the Board approval when additional time was spent outside of the approved ARC's contract timeframe during the early start period?

**DCS Response:** The ARC's construction phase services started just when it should have, at the start of construction, Gilbane Amendment 2, 11/8/2017. The ARC's contract does not have a timeframe of dates to operate within, just a duration. This is why they are seeking compensation for the end period (1/2020 to 6/2020)

**Staff Response:** The construction phase duration commended on approval of the GMP #3.

**DCS Response:** Garage construction began 11/8/2017 with the approval of GMP 2. Please see response to item 6 for more detail.

Staff Response: OK. The DCS Memo referenced Early Starts with the WAOs. However, the ARC was not compensated for this period. Based in discussion with DCS staff, it is both early start and extension of the substantial completion date.

4. Provide staffing matrix from when the ARC's CA staff spent time during the early start (11/8/17-1/31/18)

DCS Response: We will work on getting this from Amenta Emma.

Staff Response: OK, will wait for the info.

DCS Response: Please see attached. This is right from Amenta Emma's time records. This is hours by week coded "CA" for construction phase services.

Staff Response: OK.

5. Did DCS approve additional time of early start?

DCS Response: Not sure what this question is asking.

Staff Response: Was ARC/CA contract amended to include the early start?

DCS Response: No. Please see response in RED for item 3. Upon start of garage construction, Amenta Emma's construction phase services of 720 days plus 10% started. The 720 days plus 10% is tied to construction start. Please see breakdown: (11/8/2017 – Garage construction start) + (792 days) = (1/9/2020). Substantial completion was 6/15/2020. Amenta Emma is due compensation 1/9/2020 to 6/15/2020.

Staff Response: OK. The DCS Memo referenced Early Starts with the WAOs. However, the ARC was not compensated for this period. Based in discussion with DCS staff, it is both early start and extension of the substantial completion date.

6. Why is DCS considering GMP #2 for CA's start of services vs GMP #3?

DCS Response: Amendment 2 was the start of construction for the garage, hence the start of the ARC's Construction Phase Services.

Staff Response: Per the GMP #2, the start of 720 days would be when the State Office Building work was added and approved as part of GMP #3, dated 1/31/2018

DCS Response: How can the period of construction of the garage 11/8/2017 to 1/31/2018 be ignored? It is construction, Amenta Emma provided construction phase services during this time. I acknowledge that in GMP Amendment #2, it states the start of construction begins at the Building GMP (#3), but this is for Gilbane. The GMP's are part of Gilbane's contract. Amenta Emma is in no way contractually tied to the GMPs in this regard. Please refer to paragraph 2 section E of Amenta Emma's contract. They are due construction phase services in the event the State approves and allocates funds for construction...(GMP Amendment 2 11/8/2017)...if such administration is requested by the Department of Administrative Services, Division of Construction Services.

Staff Response: GMP #2 authorized the start of construction of the Garage on 11-8-2017, and GMP #3 authorized the start of construction of the SOB. The staffing levels logged by the ARC for the 84-day period between GMP #2 and GMP #3 is as follows:

	Nov-17	Dec-17	Jan-18
ARC CA Total Hours	199	319	427
Start	11/8/2017	12/1/2017	1/1/2018
End	11/30/2017	12/31/2017	1/30/2018
Calendar Days	22	30	29
Avg Hours/Day	9.05	10.63	14.72

Based on the average hours/day, it appears that the ARC CA Phase services were 'ramping up' from Nov-17 to Jan-18. OK.

7. What services did ARC/CA provide after the approval of the GMP#2?

DCS Response: Construction Phase Services as outlined in their contract.

Staff Response: provide specific tasks they worked on.

DCS Response: Amenta Emma provided all of the following during the period of 11/8/2017 to 1/31/2018:

**ARCHITECT'S DUTIES DURING CONSTRUCTION**



A. If the Architect's services during construction are requested as set forth in Subparagraph 2E of this contract, the Architect shall, as part of the services to be rendered for his established fee, include as much of his professional services and the services of his consultants as the State deems necessary for the well-being of the project and efficient prosecution of the construction work. The Architect shall not, however, be required to undertake continuous on-site observation of the work. If the Architect fails to perform such duties in a conscientious and reasonable manner, the State may exercise its right to terminate this contract as hereinafter provided in Article VHI.

B. Additionally, it is understood and agreed to by the Architect and the State that, should the Architect's services, during construction be requested, such services shall include, but not be limited to, the following:

1. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including variations from the materials specified and the methods of construction authorized. The Architect shall not be required to guarantee the performance of the general contractor or his subcontractors; The Architect is obligated to immediately notify the DCS project manager, in writing, whenever any work is unsatisfactory, faulty or defective/or does not conform to the contract documents.

2. attend job meetings as required, at which the Architect shall, on the basis of his visitations to the site and observations thereon/report on the progress of the work and make recommendations concerning the same; participate in monthly meetings with the general contractor to obtain information necessary to be able to update the as-built drawings.

3. submit to the Department of Administrative Services, Division of Construction Services, on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;

4. examine submittals and furnish recommendations to the State concerning material-and equipment; and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;

5. review and return partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;

6. review and comment on shop drawings submitted to him for review. This service is to be performed within five (5) working days of the receipt of such submittals unless the Department of Administrative Services, Division of Construction Services, assents to written notification of why this cannot be accomplished;

7. within thirty (30) calendar days after receipt, record on the original final tracings and CAD disks returned to him after the construction contract award all changes made during the period-of construction as furnished and recorded by the general contractor, and, at his expense, provide reproducible mylars and updated CAD disks to the State which reflect such changes. The mylars and CAD disks shall become the property of the State;

8. fully cooperate with the Department of Administrative Services, Division of Construction Services, during the progress of the work.

C. In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Architect, the Architect may be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Commissioner. The question of fault or no fault on the part of the Architect shall be determined by the Commissioner.

Staff Response: This is language direct from the ARC Contract. OK

8. When did construction begin per GMP #3?

DCS Response: GMP 3 was when the Office Building construction began, 2/1/2018.

Staff Response: OK

9. Why is Anthony Amenta and Robert Swain both charging Principal hourly rates?

DCS Response: They are both Principals at Amenta Emma Architects and were both involved.

Staff Response: It shows Robert Swain as 165 PM. Is it customary to have two principals working on the same project? Pl provide the staffing structure chart when ARC contract was approved.

**DCS Response:** There was not a staffing chart at time of selection, just a proposed team that has changed over the years. The original principal proposed is no longer with AEA. Please see attached explanation from Amenta Emma (165 Time Info). The hours both principals put in are minimal and in no way equal two full time principals. Tony's time would have been higher if Bob wasn't on the project and Bob's time higher if Tony wasn't on it. Bob is the principle who's stamp is on the drawings, Tony took charge of the stone issues as this is his area of expertise.

**Staff Response:** From 12-2-20 email from AE Principal Bob Swain to Stephen Burke at DCS:

*Thanks for your time on the call. In terms of hours, as evident by the chart below. Tony and my time is limited relative to the hours in a month.*

*From January to June, out of 960 "working hours" based on a 40-hour week for that time period, I had 64 hours on 165 and Tony had 45 hours.*

*64 hours from Jan to June = 6.7% of my available working time and 4.6% of Tony's available working time.*

**The total principal time on the project during this period is 109 hours.**

**The 109 hours also only translate to 8% of the AE time (1354 overall) during this period.**

*Tony's time would have been higher if I wasn't on the project and my time higher if Tony wasn't on it.*

Amenta Emma CA Hours from 1/9/20 to 6/15/20									
NAME	JAN	FEB	MAR	APR	MAY	JUNE	Total Hours	Rate/Hr	Total
Anthony Amenta - Principal-in-Charge	6	11	8	8	9	3	45	\$225	\$10,125
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Peter Bowman - Construction Admin.	92	102	104	84	50	24	456	\$140	\$63,840
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OK

10. Who is responsible for material delays and material inconsistencies and associated ARC's time?

**DCS Response:** The marble supplier in Turkey. It was very difficult coordinating with a stone company overseas. We pushed as hard as we could and used what little leverage we had on a company residing in a foreign country.

**Staff Response:** Per 10/5/2020 proposal from Amenta Emma, the design team spent additional time for material delays and material inconsistencies. Pl clarify what these delays and inconsistencies are and responsible entity.

**DCS Response:** The particular material delays and material inconsistencies they reference in this proposal are the responsibility of the stone supplier overseas as I mentioned above. Stone was shipped the wrong size, the wrong stone in some cases, late shipments, etc. It was very difficult dealing with the overseas stone supplier. Amenta Emma spent a considerable amount of time straightening out and changing design to meet what stone was shipped to us and when.

**Staff Response:** OK

11. Per GMP#3, the substantial completion date was 1/23/2020. Why was the substantial completion date delayed till 6/15/20? Has this extension been formalized/approved in writing by DCS and approved by the AG's office? What are the reasons for the delays?

**DCS Response:** For the record, the project team met every move in date that was required by DAS FM. This was a very challenging project. The time extension was signed off via change order #260 signed by the Deputy Commissioner (attached). Our change orders do not have to go to the AG. Also attached is the signed certificate of substantial completion dated 6/15/2020. Significant items that contributed to the delay in final substantial completion were:

- a) Department of Public Health's reversal of position regarding <1% asbestos in the plaster.
- b) Discovery of an unknown mudslab under the basement floor slab.

c) Delay in marble coordination and shipments from the shop in Turkey.

Staff Response: As mentioned in item #11 above, Amenta Emma's proposal references time spent to address material delays and material inconsistencies. Pl clarify what those are and who is responsible for those.

DCS Response: Please see response to item 10. The particular material delays and material inconsistencies they reference in this proposal are the responsibility of the stone supplier overseas as I mentioned above. Stone was shipped the wrong size, the wrong stone in some cases, late shipments, etc. It was very difficult dealing with the overseas stone supplier. Amenta Emma spent a considerable amount of time straightening out and changing design to meet what stone was shipped to us and when.

Staff Response: OK

12. Per GMP#3, the acceptance date was 4/22/20. Has the project been accepted and if yes, what is the date?

DCS Response: Yes final acceptance was 6/22/2020, see attached signed Certificate of Acceptance. Please keep in mind, this request is the exact same amendment that was granted for Skanska, the CA for the project, on 3/9/2020.

Staff Response: The Board will decide if this amendment is exactly same or not.

DCS Response: Ok understood. Please note Skanska received compensation for all WAOs in their amendment, WAOs prior to GMP Amendment 2. Amenta Emma originally sought compensation for these WAOs but DCS rejected this since Amenta Emma had only a small role in the WAO process, not warranting compensation. DCS thoroughly vets and negotiates these requests prior to submission to SPRB. We respect the Board's necessary oversight and only seek to compensate our consultant's fairly for hard and honest work performed.

Staff Response: The first WAO for garage demolition was dated 3-27-2017. GMP #2 was dated 11-8-2017. Based on DCS response above, highlighted above, no compensation was awarded the Consultant for 226 days elapsed from the beginning of garage demolition to commencement of construction of the Garage under GMP #2. OK.

13. Why BVH's services are considered extended services?

DCS Response: BVH is a subconsultant of Amenta Emma and is due the same extension Amenta Emma is due as they were required to be involved for longer than 720 days + 10% as contracted as well. I've attached their proposal.

Staff Response: OK

14. Pl provide what services were provided by Fuss and O'Neill during this time?

DCS Response: Fuss & O'Neill is a subconsultant of Amenta Emma and is due the same extension Amenta Emma is due as they were required to be involved for longer than 720 days + 10% as contracted as well. I've attached their proposal. F&O is working on putting together a narrative of their duties during this period 1-9-2020 to 6-15-2020.

Staff Response: OK

**RECOMMENDATION:** Board recommendation is to approve Amendment #4 to compensate consultant for additional design & CA services for the continuing renovation to the State Office Building. The overall basic service fee of \$300,525 is equivalent to approximately 9.61% of the \$164,296,713 construction budget and is within the 11.5% maximum guideline rate for this Group B Project.

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**FROM PRB #20-141**

**CONSULTANT FEE:** \$130,700

On March 1, 2018, under PRB File #18-029, the Board approved Amendment #2 to the contract to provide expanded design services totaling \$241,284, for the following scope.

- Parking Structure Wall & Program Revisions
- East Lot Design Revisions

- Elevator Replacement
- Special Inspection Services

Under this proposed AMENDMENT 3 with Amenta/Emma Architects, P.C., the fee is intended to compensate the Consultant an additional \$130,700 for additional ARC Services in conjunction with the following scope of services:

- Build-out design services for Trinity Street employee relocation (\$101,500):  
There are approximately 9,875 square feet of vacant space on the Ground Floor (G033, G050, G104, G105, and G126) and 1,765 square feet of vacant space on the First Floor (Suite 1157) that may be used to house some combination of the agencies identified. Intent is to relocate the Office of the Child Advocate to First Floor Suite 1157, which was fully constructed as part of the initial build out but will require new furniture.
- Comptroller-requested workstation redesign (\$7,100):  
The Comptroller has requested (7) existing Type 3 workstations on the south side of the 3<sup>rd</sup> Floor North Wing be converted into (30) Type 1 workstations. Based on preliminary study, (18) Type 1 workstations can be provided in place of the existing (7) Type 3 stations. Additional power and data will be required.

In the northwest corner of the 3<sup>rd</sup> Floor North wing, the Comptroller has requested (4) existing Type 3 workstations be converted into (1) Type 3 workstation and (2) Type 2 stations. Based on preliminary study, (2) Type 3 stations and (2) Type 2 stations may be provided in place of the existing bank of (4) Type 3 stations. Existing power and data will support this change.

- Screening at Breakrooms (\$20,150):  
Screening elements have been requested by the Attorney General, Comptroller and Treasurer offices for open workstations on the east and west sides of the building that are open to the restrooms and breakrooms. Intent is to reduce visual and noise complaints. On the second, third, and fifth floors, glass panels with applied film in top and bottom channels will be constructed in front of workstations. A furniture option is to be reviewed and estimated as an alternate.

On the third floor, an additional option will be documented for as an alternate to the screen walls. Four new hard-wall offices have been requested on the west side of the floor in the open workstation area inboard from the window wall in place of four existing Type 3 workstations.

- Lobby Desk Retrofit (\$1,950):  
Retrofit the existing lobby desk to add a transparent glass screen for the purpose of creating a barrier against the transmission of airborne particles from one side of the screen to the other. The screen should accommodate for clear communications between the sides of the screen and the ability to transfer documents below the screen but above the desk surface.

The following is a breakdown of the Consultant's Proposal:

<b>Fit out of existing spaces for relocated Trinity Street occupants</b>								
	Programmin g	SD	DD	CD	CA	Furnitur e	Sub Total	Total
Architectural	\$8,500	\$5,000	\$10,000	\$19,000	\$19,000	\$10,500	\$72,000	
MEP / FP	\$0	\$5,900	\$5,900	\$11,800	\$5,900	\$0	\$29,500	\$101,500
<b>Comptroller Workstation Changes</b>								
	Prog. + SD	SD	DD	CD	CA	Furnitur e	Sub Total	Total
Architectural	\$2,000	\$0		\$400	\$400	\$2,500	\$5,300	
MEP / FP	\$400	\$0	\$400	\$800	\$200	\$0	\$1,800	\$7,100
<b>Screening at Break Rooms/Office Option</b>								
		SD	DD	CD	CA	Furnitur e	Sub Total	Total
Architectural	\$0	\$750	\$1,500	\$9,500	\$6,000	\$1,500	\$19,250	
MEP / FP	\$0	\$200	\$200	\$400	\$100	NA	\$900	\$20,150
<b>Lobby Desk Retrofit</b>								
		SD	DD	CD	CA	Furnitur e	Sub Total	Total
Architectural	\$0	\$0	\$600	\$750	\$600	NA	\$1,950	\$1,950

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

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

AEA Fee for Basic Services (PRB 14-133)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPE- CIAL)</u>	<u>TOTAL</u> <u>FEE</u>	<u>C. Budget (\$)</u>	<u>(%) Budget</u>
PRE-DESIGN STUDY TOTAL BASIC SERVICE FEE (#14-133) (A)	\$750,170			\$146,000,000	0.51%
<b>SPECIAL SERVICES:</b>					
Structural Engineering & Invasive Testing (Simpson Gumpertz and Heger)		\$75,000			
Geotechnical & Borings (Welti Assoc.)		\$38,000			
Phase I & II Environmental Site Assessments (Fuss & O'Neill Inc.)		\$119,000	-		
TOTAL SPECIAL SERVICES(B)		\$232,000			
TOTAL FEE ( PRB #14-133) (A) + (B)			\$982,170	\$146,000,000	0.67%
SCHEMATIC DESIGN PHASE TOTAL BASIC SERVICE FEE (#15-240) (A1)	\$2,000,000				
Geotechnical & Borings (Welti Assoc.) (B1)		\$57,570	-		
BASIC SERVICE FEE (#15-240) (A) + (A1)	\$2,750,170			\$146,000,000	1.88%
SPECIAL SERVICE FEE (#15-240) (B) + (B1)		\$289,570			
TOTAL FEE ( PRB #15-240) (A)+(A1) + (B)+(B1)			\$3,039,740	\$146,000,000	2.08%
PRB #16-240 – CONTRACT AMENDMENT #1 – COMPLETION OF PROJECT DESIGN SERVICES AND ADDITIONAL TESTING	\$12,361,000	\$846,750	-		
TOTAL BASIC SERVICE FEE (#16-240) (A) + (A1) + (A2)	\$15,111,170			\$139,736,664	10.81%
TOTAL SPECIAL SERVICES FEE (#16-240) (B) + (B1) + (B2)		\$1,136,320			
TOTAL FEE ( PRB #16-240) (A)+(A1)+(A2)+(B)+(B1)+(B2)			\$16,247,490	\$139,736,664	11.63%

PRB #18-029 – CONTRACT AMENDMENT #2 – COMPLETION OF PROJECT DESIGN SERVICES AND ADDITIONAL TESTING	\$241,284				
TOTAL BASIC SERVICE FEE (#18-029) (A) + (A1) + (A2) + (A3)	\$15,352,454			\$139,736,664	10.99%
PRB #20-141 – CONTRACT AMENDMENT #3 – Relocation of Trinity St Staff & Other Design Services (A4)	\$130,700				
TOTAL BASIC SERVICE FEE (#20-141) (A) + (A1) + (A2) + (A3)+(A4)	\$15,483,154			\$164,296,713	9.42%
TOTAL PROJECT FEE			\$16,619,474	\$164,296,713	10.11%

Staff have requested clarification of the following issues:

Staff asked DCS to clarify the following:

1. Reason/s why this has to be done this way and not the normal way of securing consultant through regular process?

DCS Response: This was the direction from Noel. It will be faster to use Amenta Emma and the current team to do this as a change that it would to start a new project and go through the selection process.

DCS Legal: I would not characterize as abnormal the utilization of an existing design professional for additional work involving the same building as the base design. There is, moreover, ample justification for doing so here. There has been an expressed desire to move forward with the design and construction in the most expeditious and cost effective manner as possible so that the State of Connecticut can vacate the Trinity Street properties. Maintaining the same team that is in the process of completing the State Office Building renovations is the best means of accomplishing these goals. They are mobilized and knowledgeable of the building. Much of the work under the amendment includes a re-design or re-work of space that had been included in the base design. The architect can rely on the CMR for cost estimating throughout the design process.

Viewing the role of the architect in this process, as you know from reviewing past contracts and task letters, a design professional new to a project needs to engage in certain initial tasks. These include review of existing drawings, specifications, surveys, reports and other available documents; perform field inspections and measurements of existing conditions and problem areas; verify the configuration of existing space; verify the type and condition of applicable systems; and, prepare a report certifying the performance of such investigations and indicating the buildings capabilities, limitations and deficiencies. As you can see from the draft of the Amendment, utilization of the existing architectural firm eliminates the need for these initial tasks, and the firm can begin with programming for the space. In the present situation, the additional work also includes the architect's subconsultant for MEP work. Utilization of the same subconsultant who designed these systems is critical for maintaining the schedule and cost effectiveness of the additional work.

Keeping the same project team avoids the possibility, further, of coordination of work among prime contractors, the potential for impacting existing warranties, and confusion as to project labor agreement work versus non-project labor agreement work. **OK**

2. The hourly rates identified are 2020 rates. How do they compare with the rates from earlier amendments?

DCS Response: The rates are higher. Keep in mind the original contract was signed 5 years ago in 2015.

DCS Legal: The design professional's rates are slightly higher than the on-call architect contract series rates from 2019. For example, the principal's rate under the on-call series ranges from \$170 to \$240 per hour, the project manager from \$125 to \$160 and the senior architect/designer from \$110 to \$165. **OK**

3. Estimate total project cost (for the additional services) and % of the architect's fee

**DCS Response:** This part of the project is estimated at \$1,751,862.00 (Amount allocated at OPM but not transferred to DCS as of yet). AE fee is 7% of that at \$128,750.00 OK

**RECOMMENDATION:** It is recommended that SPRB **APPROVE** Amendment #3 to compensate consultant for additional design & CA services for the continuing renovation to the State Office Building. The overall basic service fee of \$130,100 is equivalent to approximately 7.5% of the \$1,751,862 construction budget and is within the 11.5% maximum guideline rate for this Group B Project.

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Re: PRB # 18-029, Standard Fixed-Fee—A/E Services Contract – Amendment #2  
State Office Building Renovation & New Parking Garage Project – Hartford  
Project #BI-2B-381-ARC– Amenta/Emma Architects, P.C. - Total Fee \$241,284

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**PROJECT BRIEF**– In general this project involves the design and construction for the complete renovation of the existing State Office Building (“SOB”) located at 165 Capitol Avenue in Hartford. The overall project is envisioned to include the complete restoration of the 350,000 GSF state office building, the demolition of the Buckingham Street Parking Garage, construction of a new parking garage, various internal site improvements and public space enhancements. The SOB was originally built in 1931 and is a limestone clad structure with two partial basements, a ground floor access level and five upper floors. The overall project is also envisioned to include additional improvements such as a new surface parking lot, creation of a public plaza, streetscape enhancements and various ADA upgrades.

In May 2013 the Department of Construction Services (“DCS”) issued a Request for Qualifications (RFQ) for Architect & Consultant Design Teams related to the State Office Building Renovation and New Parking Garage Project. At the conclusion of the process DCS identified Amenta/Emma Architects, P.C., (“AEA”) as the most qualified firm. In May 2014, SPRB approved the contract (PRB #14-133) for AEA to provide design and engineering services for the completion of a predesign study which focused the evaluation of various existing conditions within the building and site. The overall compensation rate approved by the Board under PRB #14-133 included \$750,170 for basic services with an additional \$232,000 in special services. As such the total project fee approved by the Board was \$982,170. The special services detailed in the approved project scope included Phase I and II Environmental Site Assessments, Hazardous Building Material Surveys, Site Borings/Geotechnical Engineering, Invasive Structural Engineering Evaluations and Traffic Engineering. The scope of work under this contract was finalized and submitted to DCS in January 2015 as the Final Conditions Assessment and Concept One Program Document Report.

In October 2015, the Board approved a new contract (PRB File #15-240) AEA to provide Architect/Engineer Consultant Design Team Services for the completion of “Programming and Schematic Design Phase Services” as required for the State Office Building Renovation and New Parking Garage Project.

The overall scope of this approved contract was to compensate AEA for the initiation and completion of the schematic design and programming phase. It was envisioned that this design phase will enable AEA to key project program around three primary agencies: Office of the Attorney General, Office of the State Comptroller and the Office of the State Treasurer. The approved project scope was also intended to focus on design standards to achieve initial programming data (20% offices, required conference rooms, support space, shared space and public access), new municipal utility connections, new MEP and life safety systems, installation of all new code compliant plumbing and electrical services as well as a new food servery area. The project scope also included the restoration of the limestone panels, roof



replacement, new exterior windows, renovations to the existing courtyard and all of the required coordination with the State Historic Preservation Office. The approved schematic design phase program was based on a construction budget of \$146M.

More recently in October 2016 (PRB File #16-240) the Board approved Contract Amendment #1 to compensate the consultant for the following additional project services:

- FF&E Programming – design and management services for the specification, selection and layout of “loose” furniture.
- Animation Model – Development of an animated rendering detailing the redeveloped site and surrounding area.
- Elevator Study – Evaluation of existing elevator systems inclusive of Code and ADA requirements.
- Destructive Testing Analysis – Evaluation and Testing of Various existing conditions as part of the design process.

CONTRACT AMENDMENT #2 (PRB File #18-029): DCS has now submitted Contract Amendment #2 to the Board which will compensate AEA for the following additional services:

- Parking Structure Wall & Program Revisions – design and management services for the required design modification to develop a single pre-cast panel consistent with the architectural wall assembly developed by the design team. It is envisioned that the single wall assembly will save both construction dollars and inter-trade coordination requirements. The design team is also limiting the overall height of the structure and the extent of underground construction to address existing soil conditions, rock profiles and footing drain requirements.
- East Lot Design Revisions– Due to the recently planned residential development within this area the surface parking lot details for the site are being removed from the project scope. Only minor grading and drainage improvements are now being planned for this area.
- Elevator Replacement – Replacement of the existing elevator systems inclusive of Code and ADA requirements. This work is being done per the recommendation of the 2017 Elevator Study completed by AEA.
- Special Inspection Services – Completion of special inspection requirements as developed and outlined in the statement of special inspections.

DCS has confirmed for SPRB that funding is available for this contract. Project funding was approved at the September 2015 Meeting of the State Bond Commission.

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



AEA Fee for Basic Services (PRB 14-133)	COST (\$) (BASIC)	COST (\$) (SPECIAL)	C. Budget (\$)	(%) Budget
PRE-DESIGN STUDY TOTAL BASIC SERVICE FEE (#14-133) (A)	\$750,170		\$146,000,000	0.51%
<b>SPECIAL SERVICES:</b>				
Structural Engineering & Invasive Testing (Simpson Gumpertz and Heger)		\$75,000		
Geotechnical & Borings (Welti Assoc.)		\$38,000		
Phase I & II Environmental Site Assessments (Fuss & O'Neill Inc.)		+\$119,000		
TOTAL SPECIAL SERVICES(B)		\$232,000		
TOTAL FEE ( PRB #14-133) (A) + (B)		\$982,170	\$146,000,000	0.67%
SCHEMATIC DESIGN PHASE TOTAL BASIC SERVICE FEE (#15-240) (A1)	+\$2,000,000			
Geotechnical & Borings (Welti Assoc.) (B1)		+\$57,570		
BASIC SERVICE FEE (#15-240) (A) + (A1)	\$2,750,170		\$146,000,000	1.88%
SPECIAL SERVICE FEE (#15-240) (B) + (B1)		\$176,570		
PRB #16-240 – CONTRACT AMENDMENT #1 – COMPLETION OF PROJECT DESIGN SERVICES AND ADDITIONAL TESTING	+\$12,361,000	+\$846,750		
TOTAL BASIC SERVICE FEE (#16-240) (A) + (A1) + (A2)	\$15,111,170		\$139,736,664	10.81%
TOTAL SPECIAL SERVICES FEE (#16- 240) (B) + (B1) + (B2)		\$1,023,320		
PRB #18-029 – CONTRACT AMENDMENT #1 – COMPLETION OF PROJECT DESIGN SERVICES AND ADDITIONAL TESTING	+\$241,284			
TOTAL BASIC SERVICE FEE (#18-029) (A) + (A1) + (A2) + (A3)	+\$15,352,454		\$139,736,664	10.99%
TOTAL PROJECT FEE		\$16,375,774	\$139,736,664	11.72%

**RECOMMENDATION:** It is recommended that SPRB APPROVE Contract Amendment #2 for Amenta/Emma Architects, P.C. to provide additional design services for the State Office Building Renovation and New Parking Garage Project. The overall basic service fee of \$15,111,000 is equivalent to approximately 10.99% of the \$139,000,000+ construction budget and is generally consistent with the 11.5% maximum guideline rate for this Group B Project.

## 6. ARCHITECT-ENGINEER - NEW BUSINESS

<b>PRB #</b>	<b>21-006</b>
<b>Origin/Client:</b>	DCS/CCSU
<b>Transaction/Contract Type</b>	AE / Task Letter
<b>Project Number</b>	BI-RC-406
<b>Contract</b>	OC-DCS-CA-0031
<b>Consultant:</b>	Colliers Project Leaders USA NE, LLC (“CPL”)
<b>Property</b>	New Britain, Harold Lewis Dr (90) – CCSU Burritt Library
<b>Project purpose:</b>	Burritt Library Renovation & Expansion
<b>Item Purpose</b>	Task Letter #1 for CA Services

PROPOSED AMOUNT: \$498,568

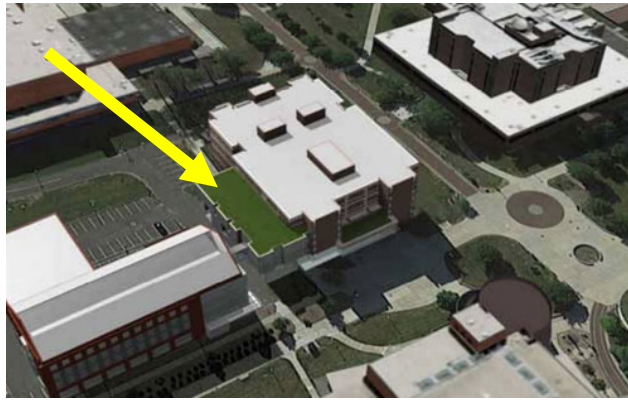
At the State Properties Review Board meeting held on April 6, 2020, the Board approved #20-053 (BI-RC-406-ARC), in the amount of \$1,201,960, for ARC and CA Services for the design and construction of the Burritt Library Renovation & Expansion. The AG approved the ARC Contract on May 13, 2020.

Elihu Burritt Library is a 140,951 gross square foot, four-story building, located at 90 Harold Lewis Drive on the CCSU main campus. The building was constructed in 1972. This building serves as the main campus library serving all students, faculty and staff.

This project entails the new construction of an annex building addition which shall be located adjacent and connected to the existing Elihu Burritt Library. This new building addition includes approximately 15,000 gross square feet of new library circulation space, faculty and staff offices, classroom space, laboratory space, related corridor and support spaces included but not limited to all associated

mechanical heating, cooling, ventilation systems, electrical and plumbing systems spaces. Included is the design and construction of all related structures connecting the new annex building to adjacent buildings creating a new common space in the existing Elihu Burritt Library. This facility shall be designed in accordance with the Connecticut State Building Code's Energy Code High Performance Building Guidelines. This project's scope includes the installation of a new Heating Ventilation and Air Conditioning (HVAC) infrastructure serving the Elihu Burritt Library existing low ceiling height stack non-air-conditioned reference areas, necessary associated library upgraded areas, and new building addition areas. A project priority is the installation of a new complete energy efficient, Building and Fire Code compliant air conditioning system, ventilation and heating systems for all existing stack building library areas.

All project construction shall occur while CCSU and the Library are operational and with building occupancy.



Under this proposed TASK LETTER #1 with the Consultant, DCS is seeking SPRB approval to expend \$498,568 to compensate the Consultant, for CA Services relative to the renovation and expansion of the library. This Task Letter #1 specifically excludes Project Commissioning and Cost Estimating Consultant services, to be retained by DCS under separate On-Call Consulting Contracts.

BI-RC-406-ARC specifically authorized the ARC to retain VJ Associates, Inc. of Suffolk to provide Construction Cost Estimating Professional Consultant services during the Pre-Design Study phase of the project.

DCS notes that they have committed \$78,368 for Cost Estimating Consultant Services.

In April 2020, SPRB approved Colliers Project Leaders USA NE, LLC (CPL) (PRB #20-046) as one of seven firms under the latest On-Call Construction Administration Series of consultant contracts. All of these contracts have a maximum total cumulative fee of \$1,000,000/contract and a common expiration date of August 31, 2022.

CPL has been approved for the following task(s) under this series (OC-DCS-CA-0031):

• Task Letter #2	Bridgeport JD Roof & Parapet	\$170,850	PRB #20-138
<b>Total Fee to Date:</b>		<b>\$170,850</b>	

The overall construction and total project budget have been established at **\$9,500,000** and **\$14,602,500** respectively.

Both CT State Colleges and Universities (CSCU) and DAS have confirmed funding is in place for the consultant fees.

<b>CPL Basic Service Fee (#21-006)</b>	<b>CA Base Fees (\$)</b>	<b>Special Services</b>	<b>Total Fee</b>	<b>Construction Budget (\$)</b>	<b>% of Budget</b>
DD/CD and Bid Phase	\$83,980				
Construction Administration Phase (558 days)	\$369,963				
Occupancy & Close Out Phase (90 days)	<u>\$44,625</u>				
<b>TOTAL BASIC SERVICE FEE (#21-006) (A)</b>	\$498,568			\$9,500,000	5.0%

Staff asked DCS to clarify the following:

1. When was notice to proceed given to the ARC, retained under BI-RC-406-ARC?

DAS/PM Answer: The Architect's BI-RC-406-ARC Contract "notice to proceed" for Pre-Design Phase services was issued June 3, 2020 for start of services on June 8, 2020.

Staff Response 02-08-2021: Pre-Design Phase was 35 calendar days from NTP. NTP was 6-8-20 + 35 days = 7-13-20. Does this sound correct? Was the deliverable around July 2020?

DAS/PM Answer: The Architect's Pre-Design Phase services Programming Report was issued 08-18-2020 and after review and comments by CCSU the FINAL report issued 09-15-2020. DAS/PM issued the Architect durational extension to the delivery date due to unforeseen CCSU staffing availability for this phase services (due to the pandemic & CCSU's staff's summer availability).

Staff Response: OK

2. What is the status of the design? What phase/s have been completed by the ARC?

DAS/PM Answer: The Design Team is in the Schematic Design phase, with scheduled completion for March 3, 2021. The Design Team completed the Pre-Design Phase services in 2020.

Staff Response 02-08-2021: Schematic Design Phase was 42 calendar days from NTP.

- If scheduled completion is 3-3-21, less 42 days, indicates NTP was issued on 1-20-21. Does this sound correct?
- If Pre-Design was due on 7-13-20, the question becomes "What transpired from completion of Pre-Design on 7-13-20 to issuance of NTP for Schematic Design on 1-20-21?" Were there issues found that needed resolution?

DAS/PM Answer: The Architect's BI-RC-406-ARC Contract "notice to proceed" for Schematic Design Phase services was issued October 1, 2020 for start of services on October 12, 2020. DAS/PM issued the Architect durational extension to the delivery date due to unforeseen hardships of obtaining access to the site (soil borings on the New Engineering Building's active construction site) and building/campus access due to pandemic, staffing availability for access to perform existing conditions, haz-mat investigative & sampling services. Schematic Design Phase services scheduled for completion March 3, 2021.

DAS/ADPM, CSCU Facilities management, CSCU Senior Management and DAS/Procurement all are aware of the Architect's contractual project delivery schedule. This project has experienced unforeseen scheduling delays thru no-fault of the design team.

CCSU and CSCU understand and are supportive of DAS successful project delivery.

Staff Response: OK

3. Has CA provided any services so far?

DAS/PM Answer: The CA has not provided any services.

Staff Response 02-08-2021 Statement/Question:

- It is understood per Article 2B of the CA's Task Letter states CA review of the ARC begins with the Design Development Phase.

DAS/PM Answer: No DAS/PM response is required.

Staff Response: OK

RECOMMENDATION: It is recommended that SPRB approve this new contract for Colliers Project Leaders USA NE, LLC to provide CA services at the CCSU Burritt Library Renovation & Expansion project. The CA fee of 5.0% of construction cost is within the DCS guideline of 5%.

- OPM Form 1 and OPM Form 5 were executed by the Consultant on June 30, 2020.
- DCS Form 1105 was signed by DC Petra on December 16, 2020
- DCS Form 1135 (Consultant selection) was signed by Kevin Kopetz on June 17, 2020

**7. OTHER BUSINESS**

**8. VOTES ON PRB FILE:**

**PRB FILE #20-216** – Mr. Halpert moved and Mr. Valengavich seconded a motion to approve PRB FILE #20-216. The motion passed unanimously.

**PRB FILE #21-006** – Mr. Valengavich moved and Mr. Halpert seconded a motion to approve PRB FILE #21-006. The motion passed unanimously.

**9. NEXT MEETING** – Monday, February 22, 2021.

The meeting adjourned.

**APPROVED:** \_\_\_\_\_ **Date:** \_\_\_\_\_

John Valengavich, Secretary