

STATE PROPERTIES REVIEW BOARD

Minutes of Meeting Held On March 1, 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 March 1, 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

Peter Simmons, ADPM, DAS/DCS
Sarah Tierney, PM, DAS/DCS
Ken Guyette, Senior Director, Colliers Project Leaders USA NE, LLC
David Lunny, Principal, Stantec Architecture, Inc.
Elizabeth King, Stantec Architecture, Inc.

Mr. Valengavich and Mr. Berger 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 25, 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

PRB #	20-204
Origin/Client:	DCS/ECSU
Transaction/Contract Type	AE / Amendment
Project Number:	CF-RW-330
Contract:	CF-RW-330-ARC

Consultant: Stantec Architecture, Inc.
Property: Windham, Windham St (83) – ECSU
Project purpose: Shafer Hall Renovation Project
Item Purpose: Amendment # 2 for extended CA Services

Mr. Lunny and Ms. King, both from Stantec Architecture, Inc. and Mr. Simmons and Ms. Tierney from DAS/DCS joined the meeting at 9:35 to participate in the discussion of this Proposal. Mr. Lunny and Ms. King left the meeting at 10:03AM.

Proposed Amount: \$96,500

FEBRUARY 22, 2021 UPDATE

At the State Properties Review Board meeting held on October 29, 2020, the Board voted to suspend this file for clarification of the following 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.

DCS Response: DCS provided revised Amendment on 12/2/2020 - "Under this Amendment #2, the Architect shall provide extended Construction Administration Services. The duration for services is for the period from May 1, 2020 through August 31, 2020 for the oversight of the remaining work".

Staff Response: The following language was removed from the original DCS Amendment (Dt. 10/5/2020): "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 "Note: The timeframe between October 2019 and May 2020 Services was minimal service due to the building being occupied/ in use by University students."

The ECSU Labor Details attachment details the staffing matrix. If you take the Consultant's hours from May 1, 2020 to August 31, 2020, per the revised Contractual language - Consultant's hours x rate = \$48,812.50 and not \$78,000.

ACTUAL HOURS										CURRENT LABOR RATE (\$)	SUBTOTAL ALLOWANCE FEES (\$)	SUBTOTAL AMENDMENT #2 FEES (\$)
2020												
January	February	March	April	May	June	July	August	September	October			
Extended CA - Amendment #2												
				10.00	15.00	8.00	11.00			\$239.00	\$1,434.00	\$10,516.00
69.00	34.00	25.00	27.00	68.00	83.50	36.00	16.00	12.50	22.50	\$183.00	\$92,506.50	\$97,813.50
										\$137.00	\$137.00	\$137.00
				8.00						\$132.00	\$3,432.00	\$1,056.00
2.00										\$132.00	\$23,760.00	\$1,848.00
71	34	25	27	86	98.5	44	27	12.5	22.5		\$121,269.50	\$111,370.50

DAS DCS Response 12/23/2020 – Continuous services have been provided by Stantec since July of 2019 – please refer to the labor spreadsheet. The date and timeframe of O&G's corrective and unfinished work was continuously extended due to their lack of ability to stay on a schedule or complete work by deadlines provided. These extended construction administration services are from October 28, 2019 to April 30, 2020 when the building was in use and occupied by students, so there was minimal need by the consultants during that timeframe, and from May 01, 2020 through August 31, 2020 when full construction administration services were needed and provided by Stantec.

Staff Response: Under the staffing matrix provided by the Consultant, please reconcile the request for \$78,000 compensation for CA Services with the Consultant's \$111,370.50 total CA Phase Services.

DAS CS Response 02/22/2021 – At the time of the proposal, Stantec anticipated spending \$78,000 as a fixed fee for the additional construction administration to support the project completion. SPRB requested a fee matrix to support the actual time spent for this project which reflected the \$111,370.50 shown in the

table, but the proposal has not changed. There is no further reconciliation, other than to approve the \$78,000 that was requested.

Staff Response: OK. This is noted and there should not be any additional requests for payments to the consultant.

2. There are statements from O&G about the Architect's errors and omissions, 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.

DCS Response: Regarding AE errors and omissions, it is an often used excuse by GCs and CMRs to deflect their problems. DAS has no evidence of design issues that rose to a level that would have confounded the CMRs ability to execute the project.

Staff Response: What is AE's response to the O&G letter?

DAS DCS Response 12/23/2020 – Neither Stantec nor DCS support any of the communication associated with design errors for this project. The statements identified in O&G's letter associated with "numerous errors and omissions" are not substantiated. O&G was involved in the late stages of design, they lack support of their position by not issuing communication on schedule concerns, nor requests for information, among other process requirements associated with schedule delays and design flaws. The schedule was delayed resulting from poor management by O&G and their lack of a capability to meet a schedule deadline. The schedule was extended through August 31, 2020 and the associated schedule for construction administration services was also extended. Stantec provided these extended services duration to the State, and they need to be compensated for the cost of these extended services.

Staff Response: OK, has AE developed a response to O&G letter?

DAS (2/22/2021): The AE provided input to DAS regarding the O&G Letter. The claims by the CMR in this letter are without merit.

Staff Response: OK

3. Status of the formal claim against O&G as it is the intent of DCS to use these funds to pay for this amendment.

DCS Response: 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: Pl provide a timeline and the status.

DAS DCS Response 12/23/2020 – DAS Deputy Commissioner Noel Petra is currently reviewing project details and communications associated with the assessment of LDs against O&G. He is expected to hold a meeting with senior level staff of O&G. This meeting has not yet been coordinated. SPRB to be updated once coordination has been confirmed.

Staff Response: Is there any update on the above meeting?

DAS (2/22/2021): As of 2/19/2021, this meeting has not occurred. This is at the Deputy Commissioner level. The meeting and its discussions status shouldn't have any bearing on the amendment before the SPRB.

Staff Response: To be discussed with the Board.

4. Provide backup information related to the \$25,000 additional work allowance approved by DCS.

DCS Response: DCS provided two invoices but no description of what design services were delivered.

Staff Response: Need details of what services were provided for \$25,000 including timeframe/staffing matrix and what was approved.

DAS DCS Response 12/23/2020 – The details of the services was included in Peter Simmons 11/24/2020 communication (and reference the second attachment to this email that was previously distributed). This attachment was the approval from the Connecticut State University System and the DAS Division of Construction Services allowing for the billing of this allowance. The billing back up includes email communication by Project Manager Todd Lukas to the Connecticut State University System detailing the clarification for this allowance billing (refer specifically to page 9 of the second email attachment).

Staff Response: There were two invoices. Both lump sum. The first was for \$15,000. Next was \$10,000. There was no support in terms of services, time frames, etc. See the email below. How does the use of this allowance (as additional funds) factor in this proposal?

Staff Response: OK

Gerald,

Per our conversation, please accept this clarification for the group.

Due to the extended nature of the project last summer into the fall, and as part of our negotiations with Stantec to identify additional services required to meet the durational demands of the work, our office authorized the Architect to draw against the \$25,000 allowance to ensure on-going professional services were provided. The approach was also in recognition of the time necessary to develop the amendment and determining the (at the time) future schedule of work.

In short, the \$25,000 allowance has been allocated, and is not available to contribute to (or reduce) the balance of the proposals currently being considered for Amendment No. 02.

DAS CS Response 02/22/2021 – The \$25,000.00 allowance was expended prior to this amendment. DAS and the Connecticut State University System authorized these funds for Stantec to provided full CA services over the early period of the projects extended time. As detailed in the labor reports spreadsheet, the actual value spent was \$121,269.50. Full CA services inclusive of submittal and shop drawing reviews, weekly site visits, weekly Owner/Architect/Contractor meetings, multiple punchlist inspections, multiple back-punching inspections, OSBI coordination, and as needed meetings to ensure that the CMR could get substantial completion for the dormitory and meet the University's deadline for students to move in to this building.

Staff Response: OK.

RECOMMENDATION: Board recommendation is to **APPROVE** this proposal. The revised total basic service fee amounts of \$2,783,410 amounts to 10.50% 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

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 Substantial Completion of	42 days	\$4,582.00	\$192,444.00
Calendar Days beyond 90 Certificate of Acceptance (estimated as of 6/17/20, continuing	202 days	\$3,928.00	\$793,456.00
(Days) x (LD's dollar amount) = Total			\$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*
Amendment #2 extended Construction Administration from May 1, 2020 through August 31, 2020	122 CDs
Completion of Construction Date	August 31, 2020

*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	+\$726,000			
TOTAL BASIC SERVICE FEE (#15-004) (A)	\$2,420,000		\$20,990,000	11.53%
SPECIAL SERVICES:				
Site-Civil Survey (Close Jepsen Miller)		\$27,148		
Geotechnical Engineering (GZA)		\$21,214		
PRB File #17-020 – Additional Design Services (Amendment #1) (A1)	+\$266,910	+\$26,000		
PRB File #20-204 – Additional CA Services (Amendment #2) (A2)	+\$96,500			
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	
TOTAL FEE		\$ 96,500	

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 seek reasons and provide approvals?

7. Has a formal claim been filed against O&G (we see notice of liquidated damages)? What is the status? Please 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.

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

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.

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> (BASIC)	<u>COST (\$)</u> (SPECIAL)	<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%
SPECIAL SERVICES:				
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%

6. ARCHITECT-ENGINEER - NEW BUSINESS

PRB # 21-013
Origin/Client: DCS/ECSU
Transaction/Contract Type AE / Amendment
Project Number CF-RW-330
Contract CF-RW-330-CA
Consultant: Colliers Project Leaders USA NE, LLC
Property Windham, Windham St (83) – ECSU
Project purpose: Shafer Hall Renovation Project
Item Purpose Amendment # 2 for extended CA Services

Mr. Guyette, from Colliers Project Leaders USA NE, LLC joined the meeting at 9:55AM to participate in the discussion of this Proposal. Mr. Simmons and Ms. Tierney continued in the meeting as well. Mr. Guyette, Mr. Simmons and Ms. Tierney all left the meeting at 10:34AM.

Proposed Amount: \$157,851

At the July 6, 2015 SPRB meeting, the Board approved PRB #15-144 in the amount of \$910,650 to compensate the Consultant for CA services in conjunction with the Shafer Hall Renovation project. Construction Phase services were for 395 construction calendar days plus 90-day close-out. At that time, the overall construction and total project budget were established at \$20,990,000 and \$31,100,000 respectively.

In July 2019, under Contract Amendment #1, the name of the Consultant was changed to Colliers Project Leaders USA NE, LLC from Strategic Building Solutions, LLC to reflect a merger/acquisition. No SPRB or AG approval was obtained for Amendment #1.

Project Status

O&G Industries, Inc. was selected as the Construction Manager at Risk (CMR) with a Substantial Completion Date (SCD) of June 12, 2019. The SCD date was modified through a verbal, no cost 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 on August 12, 2020.

O&G Industries, Inc. had difficulty accomplishing their contractual obligations 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 notifying O & G Industries, Inc. of the State's intent to seek liquidated damages due to their inability to meet the contract schedule requirements. Funding for this contract extension will be from monies collected from the CMR. 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 Certificate of Acceptance.

	Days	LD Amount	Total
Calendar Days beyond Substantial Completion of July 12, 2019	42 days	\$4,582.00	\$192,444.00
Calendar Days beyond 90 Certificate of Acceptance (estimated as of 6/17/20, continuing to accrue)	202 days	\$3,928.00	\$793,456.00
(Days) x (LD's dollar amount) = Total			\$985,900.00

Under this proposal (PRB #21-013), DAS/DCS is now seeking SPRB approval to approve Amendment #2 to the Consultant's Contract in the amount of \$157,851 for the following CA Services:

- Colliers Project Leaders USA NE, LLC (Colliers) shall provide extended Construction Administration Services. Extended Construction Administration Services are from December 21, 2019 to April 30, 2020 when the building was in use/occupied by students so there was a minimal need for the consultants during that timeframe, and from May 1, 2020 through August 31, 2020 when full Construction Administration Services were needed.

Detailed below is an explanation for Colliers extended Construction Administration Services.

Construction Start (per Notice to Proceed): **August 12, 2018**

Construction Calendar Days to Close Out per Contract: **485 Calendar Days**

Colliers Contractual Completion Date. December 20, 2019
Construction Completion Date **August 31, 2020**

Amendment #2 extends Construction Administration from
May 1, 2020 through August 31, 2020 - 122 Days

- Also included in this Amendment 2 are services pertaining to Colliers digitizing all project Certified Payroll for Archival purposes due to a policy change on storage of documents.
- Also included as part of this Amendment is Re-Commissioning Services as a result of modifications to Air Handling Unit (AHU) and the Energy Recovery Unit (ERU) were requested by the University for the purpose of simplifying seasonal switch overs and yearly maintenance.

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

CPL Fee for Basic Services (PRB 15-144)	<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	\$61,500				
Design Development Phase	\$60,700				
Construction Document Phase	\$64,300				
Bidding and Review Phase	\$66,100				
Construction Administration Phase	<u>+\$489,400</u>				
TOTAL BASIC SERVICE FEE (#15-144) (A)	\$742,000			\$20,990,000	3.53%
PRB #21-013 Amendment #2					
Additional CA Services (A2)	<u>\$146,200</u>				
Total Basic Services (#21-213) A + A2	\$888,200			\$26,501,406	3.00%
<u>SPECIAL SERVICES:</u>					
Cost Estimating (A.M. Fogarty)		\$50,000			
Building Envelope Commissioning (3iVe)		\$38,750			
Building Commissioning & PM Webb (SBS)		<u>+\$72,900</u>			
TOTAL SPECIAL SERVICES(B)		\$168,650			
PRB #21-013 Amendment #2					
Archive Certified Payroll		\$2,000			
CxA Services		<u>\$9,651</u>			
Total Special Services (#21-013) (B2)		\$11,651			
Total Special Services B + B2		\$180,301			
TOTAL FEE (PRB #20-013) (A)+(A2) + (B) + (B2)			\$1,068,501	\$26,501,406	4.00%

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, including temporary reassignments to support the COVID crisis; 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.

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

- What is the status of the project? The DCS Memo states that Colliers and O&G were to complete a minor Punchlist items/etc. over the November 2020 Thanksgiving break.
02/23/2021 DAS CS Response: The project is currently in Field Closeout and Financial Closeout Phase. O&G has wrapped up a majority of their punchlist items with Commissioning and attic stock provisions remaining to date.
Staff Response: OK
- What is the rationale for giving no-cost change amendment to O&G contract while State incurs additional costs for Architect and CA?
02/23/2021 DAS CS Response: A no cost change amendment was not provided to O&G as the State's position continues to be to assess LDs to support the additional costs for the Architect and CA services due to O&G's failure to complete this project timely and per contractual requirements.
Staff Response: Ok, just need clarification from SPRB memo
- Has DCS issued a Certificate of Acceptance for any/all of the three buildings (Dormitory/Auditorium/Gymnasium)? Provide dates.
02/23/2021 DAS CS Response: A Certificate of Acceptance has not yet been issued for this one building (of which three areas were issued separately). A Certificate of Acceptance will be completed once Commissioning tasks are complete.
Staff Response: OK
- Per DCS Substantial Completion dates for various buildings are as follows:
 - Main dormitory on 08/23/2019;
 - Auditorium on December 12, 2019; and
 - Gymnasium on January 14, 2020.

DCS also informed the Board that there was an extended Punchlist of incomplete items that remained to be addressed. Within the Amendment, the Consultant provided a matrix identifying hours expended during the entire project, including hours requested under this Amendment #2. Please clarify the following:

- a. Why the Director expended 9 hours per month during the construction phase, but during this extended construction phase generally expended 20 hours per month from December 2019 to April 2020 when school was in session and an average of 59.5 hours per month from May 2020 to August 2020, to address the extended Punchlist.

02/23/2021 DAS CS Response: Additional support was needed by the Director due to the multiple issues encountered. It became necessary that the Director became more intimately involved focusing on project completion, as well as higher level discussions with the State project management staff. The cadence of the work increased during the summer months, and hours by Colliers for oversight and consultation services increased accordingly.

Staff Response: These are lot of hours provided by the top management staff. Was there any discussion about adjusting hourly rates?

DAS 2/24/2021 Response: No, DAS feels that it wasn't appropriate to adjust rates for the work performed.

Staff Response: OK

- b. What was the hourly rate of the Director for this phase of the service?

02/23/2021 DAS CS Response: \$202.80

Staff Response: OK

- c. Please clarify why the Project Manager generally expended 51 hours per month during the construction phase, but during this extended construction phase generally expended 26 hours per month from December 2019 to April 2020 when school was in session (appears reasonable), but expended 102 hours per month from May 2020 to August 2020.

02/23/2021 DAS CS Response: As a result of staff availability, the Director's increased oversight needed, and the Director's proximity of the site, it was determined that the PM time would reduce during winter months, and increase during the summer months when construction work cadence would also increase, in addition to the closeout phase work beginning.

Staff Response: OK

- d. What was the hourly rate of the PM for this phase of the service?

02/23/2021 DAS CS Response: \$150.80

Staff Response: OK

5. In the DCS Memo it states the Consultant will be compensated utilizing the proceeds of Liquidated Damages. Please clarify where DCS is in the process of securing Liquidated Damages from O&G. If these funds are not available right now, how will this amendment be funded?

02/23/2021 DAS CS Response: Consistent with that of the responses contained for CF-RW-330-AE Amendment 2, DAS Deputy Commissioner Noel Petra is currently reviewing project details and communications and he is expected to hold a meeting with senior level staff of O&G, which has not yet been coordinated. SPRB to be updated once the coordination has been confirmed. The process of assessing Liquidated Damages typically takes an extended period of time, and there is currently sufficient funding in the grant budget of the project to support these fees which is reflective of the funding verification received from the Connecticut State Colleges and Universities and submitted to SPRB as part of this Amendment package.

Staff Response: The issue remains whether DCS will file the claim and retain claims auditor.

6. Provide a copy of the previous proposals from Colliers – dated 12/12/2019 and 3/4/2020

02/23/2021 DAS CS Response: Please see the attachments as requested.

Staff Response: DCS provided.

7. Pl provide contract language where expenses related to digitization of payroll report are allowed.

02/23/2021 DAS CS Response: There isn't contract language where expenses relating to digitizing payroll reports are not allowed.

Staff response: Kevin, is there any language regarding reimbursable expenses in the contract? Is the contract language so broad that any expenses are allowed?

DAS 2/24/2021 Response: DAS contracts do not allow separate expenses. Expenses are to be include in the hourly rate.

Staff Response: waiting for response

DCS 2/26/2021 Response: As you know the fee for CA services is spelled out in Exhibit B. The contract also provides that no changes or adjustments shall be made in the fee unless the scope of work performed or to be performed by the Construction Administrator has substantially changed as determined by the Commissioner. See Section II. A.

Exhibit A, H. 5. to the contract sets forth the scope of work of the CA pertaining to payrolls. It includes obtaining weekly certified payrolls, filing the payrolls with the monthly payment requisition, and monitor payments for compliance with the law. There is nothing set forth in the scope pertaining to the digitizing of such payrolls, which is an addition of time and/or cost given the number of subcontractors, the volume of the payroll information and the duration of the project.

This additional scope could be paid as a fee to the consultant or as a reimbursable expense. Section II. B of the Contract, "Said fee shall include, but such inclusions shall not be limited to, all costs-of-living increases, transportation, and communication, whether within or without the State of Connecticut, connected with the discharge of the CA's duties under this contract unless specifically noted by the Commissioner as reimbursable expense." So, while expenses are typically included in the fee, the Commissioner may denote an expense as a reimbursable cost. In requesting that the CA provide this additional scope of work, DAS could under II.B. note that it will include it as a reimbursable expense allowance up to particular amount or as part of the fee.

As an aside, another recognized reimbursable expense is the use of special consultants. Under the contract, the consultant may be authorized to retain the services of a third party and such expense is considered a reimbursable expense for which the consultant also receives a percentage for overhead.

Not being familiar with this amendment, or how the digitizing of payroll was handled by the consultant (staff time vs. a third party cost), I hope that this email addresses your questions. If not, please let me know any additional information or response you require, and I will get back to you. I have added Peter and Sarah to the email so that they can add any other comments or provide any corrections should I be in error on the work and cost associated with digitizing the certified payroll documents. Thanks.

Staff Response: OK

RECOMMENDATION: Board recommendation is to approve Amendment # 2 for extended CA Services in the amount of \$157,851. The overall basic service rate of 3.0% is within the established guideline rate of 5% for this Group A Interior Renovation Project.

From PRB #15-144

Date: 7/1/2015

Re: PRB # 15-144, Standard Fixed-Fee—A/E Services Contract - Total Fee 910,650 Eastern Connecticut State University – Shafer Hall Renovation Project – Willimantic Project #CF-RW-330-CA– Strategic Building Solutions, LLC

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 March 2014 the Department of Construction Services (“DCS”) issued a Request for Qualifications (RFQ) for *Construction Administration Services* related to the ECSU Shafer Hall Renovation Project. DCS elicited seven (7) responses to the advertisement of which all of the respondents were considered “responsive”. After completion of the internal review process, four firms were selected for short-listed interviews. These firms were as follows, Downes Construction Company, LLC, Strategic Building Solutions, LLC, Turner Construction Company, and The Whiting Turner Contracting Company, 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 Strategic Building Solutions, LLC (“SBS”) as the most qualified firm.

This contract is for *Construction Administration Services* for the completion of the ECSU Shafer Hall Renovation Project from the design phase to bidding and through the subsequent completion of construction inclusive of project close-out. The overall compensation rate for this basic service is \$742,000 with an additional \$168,650 for special services. As such the total project fee is \$910,650. The special services detailed in the project scope include project estimating, commissioning and specialized building envelope commissioning.

DCS has confirmed for SPRB that funding is available for this contract. Project funding is being provided pursuant CHEFA M-Series Bonds. FEE – The costs of basic and special services are as follows:

SBS Fee for Basic Services (PRB 15-144)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>Budget (\$)</u>	<u>(%)</u> <u>Budget</u>
Schematic Design Phase	\$61,500			
Design Development Phase	\$60,700			
Construction Document Phase	\$64,300			
Bidding and Review Phase	\$66,100			
Construction Administration Phase	<u>+\$489,400</u>			
TOTAL BASIC SERVICE FEE (#15-144) (A)	\$742,000		\$20,990,000	3.53%
<u>SPECIAL SERVICES:</u>				
Cost Estimating (A.M. Fogarty)		\$50,000		
Building Envelope Commissioning (3iVe)		\$38,750		
Building Commissioning & PM Webb (SBS)		<u>+\$79,900</u>		
TOTAL SPECIAL SERVICES(B)		\$168,650		
TOTAL FEE (PRB #15-144) (A) + (B)		\$910,650	\$20,990,000	4.33%

1. The RFQ posted in March 2014 elicited 7 candidates. The Selection Panel interviewed four firms and

ultimately recommended the appointment of Strategic Building Solutions, LLC. The selection was approved by the DCS Director of Project Management on 7/22/2014.

2. SBS is located in Madison, Connecticut. This firm was established in 1996 and has four regional offices with 50± Engineers, Construction Managers and Inspectors. Earlier this year SBS became a subsidiary of Colliers Group International Inc.
3. Camilleri & Clarke Associates, Inc. reported that over the past 5 years SBS has been exposed to three general liability or professional liability claims. All of these claims were related to professional liability incidents. Two of these claims have been closed and one is still open with the current loss set at approximately \$75,000.
4. The submittal is accompanied by a Consulting Agreement Affidavit notarized on 7/24/2014.

RECOMMENDATION: It is recommended that SPRB Approve this new contract for Strategic Building Solutions, LLC to provide construction administration services at the ECSU Shafer Hall Renovation Project. The overall basic service rate of 3.53% is within the established guideline rate of 5% for this Group A Interior Renovation Project.

PRB #	21-014
Origin/Client:	DCS/DOE
Transaction/Contract Type	AE / Amendment
Project Number	BI-RT-877
Contract	BI-RT-877-CA
Consultant:	Arcadis U.S. Inc.
Property	Groton, Fort Hill Rd (189) – Ella Grasso Technical HS
Project purpose:	Athletic Fields Design & Re-Bidding
Item Purpose	Amendment #1 for Extended CA Services

CONSULTANT FEE: \$274,891.37

At the March 9, 2017 SPRB Meeting, the Board approved, under PRB #17-037, the Consultant's Contract (BI-RT-877-CA) to provide construction administration services during the design and construction of a new Ella T. Grasso Technical High School comprising approximately 250,000 GSF, capacity for approximately 880 students and 200 parking spots. Construction Phase services were for a period of 1,257 days, plus 90-day close out. The fee for services was \$2,791,372. The new high school and bus garage are complete, as is the demolition of the old high school.

Under this proposal (PRB #21-014), DCS is now seeking Board approval of Amendment #1 to the Consultant Contract to expend an additional \$274,891.37 for extended construction administration services due to the delay in building the upper athletic fields and the addition of the proposed construction of the lower athletic fields.

A breakdown of the Consultant's fees is as follows:

- Construction Phase services are increased to 1,527 calendar days (+270 days) and project closeout is increased to 180 days (+90 days), resulting in an increase of \$267,280 in the Consultant's fee.
- Contract Documents Phase is revised from \$47,051 to \$27,972.37, a decrease of **\$19,078.63**.
- Procurement Phase (re-bid) is revised from \$55,634.00 to \$82,324 an increase of \$26,690.

All of the above services shall be completed by April 30, 2022.

OPM, not DCS, has confirmed for SPRB that funding is available for this contract. As part of this contract

amendment DCS states that the construction budget is **\$110,926,000** and the total project budget is **\$135,186,973**.

AUS Fee for Basic Services (PRB 17-037)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$) (SPECIAL)</u>	<u>C. Budget (\$)</u>	<u>(%)</u> <u>Budget</u>
Design Phase Services	\$47,051			
Bidding and Review Phase	\$55,634			
Construction Administration Phase	\$1,930,808			
Project Close-Out Phase	+\$63,238			
TOTAL BASIC SERVICE FEE (#17-037) (A)	\$2,096,731		\$86,328,000	2.43%
AUS fee for Basic Services (PRB 21-014)				
Revised Contract Documents	(\$19,078.63)			
Procurement Phase (re-bid)	\$26,690			
Extended Construction Administration Phase	\$267,280			
TOTAL BASIC SERVICE FEE (#21-014) (A1)	\$274,891.37			
TOTAL BASIC SERVICE FEE (#21-014) (A) + (A1)	\$2,371,622.37		\$110,926,000	2.0%
SPECIAL SERVICES:				
Building Commissioning		\$188,903		
Multi-Vista Photo Documentation Services		\$151,856		
Cost Estimating & Scheduling		\$26,014		
Move Management Services		+\$327,868		
TOTAL SPECIAL SERVICES(B)		\$694,641		
TOTAL FEE (PRB #21-014) (A) + (A1) + (B)		\$3,066,263.37	\$110,926,000	3.00%

Staff requested clarification on the following issues with this proposal:

- Why is this considered “extended” services when the original project is complete and these new services are being performed under a different delivery system than original project?
DCS Response: They are extended services because the services are under the same contract and not based on the delivery system of the project.
Staff Response: OK
- When was the original project completed (new high school, bus garage are complete, and the demolition of the old high school)?
DCS Response: I guess you forgot the answer these this question as you have asked this many times in the past. In any case, the new high school - August 29, 2019; the bus garage November 9, 2020, demolition of the old school April 2, 2020, and in case you are wondering the new greenhouse Dec. 22, 2020.
Staff Response: OK
- Are there any impacts of the original project on this amendment? **No.** Why does the memo say extended services due to delays?
DCS Response: Because the intent was to get, at least, the upper fields done within the time frame of the original project but that did not occur mostly due to the pandemic.
Staff Response: OK
- What is the status of the project? **it is out to bid.** Has Architect begun work under its contract?
DCS Response: Yes
Staff Response: OK
- Has Arcadis provided any services for this scope?
DCS Response: Technically No, but in all honesty, they are on site closing out the original project and there has been some overlap and discussions that they have taken part in.
Staff Response: OK

6. Please provide a staffing matrix for the Consultant's calculation of their professional fee for this Amendment #1.

DCS Response: See attached

Staff Response: OK

7. Provide a schedule for this project and cost estimates for the work.

DCS Response: There really isn't a schedule for the project to give to you. Design of the upper field took place in 2016 and was part of the original project as a supplemental bid that was not accepted at the time. Design of the lower field was done in 2019. Both fields were put out to bid as additional work to the original CMR contract in Jan/Feb of 2020 and as we were finalizing pricing the pandemic broke out in March 2020, so the project was canceled. Now we have repackaged the design of both fields as a design/bid/build project and have it on the street. We feel it is in the best interests of the state to get a more competitive number doing it this way than keeping it with the original CMR. We have placed a 270-calendar day duration for the construction. In a perfect world we will begin construction in April and be completed in November. Bids are being opened in March, and funding is readily available. Cost estimates are attached.

Staff Response: OK

8. How was the construction document phase credit calculated?

DCS Response: It is simply the unused portion of services not provided under the original contract construction document phase. Were any of the new project components included in the previous CA contract? No.

Staff Response: OK

9. Why can't this contract be written by separating the original project and this new scope rather than adding days to the previous project that is complete?

DCS Response: If this was going to be a separate contract, I believe I would have been required to go through a formal CA selection process which would take many months to do. It does not make sense to do that, when Arcadis is still on site, been on-site for over 3 years and is intimately familiar with the project, the school, the site and most importantly there is a contract already in place.

Staff Response: OK

RECOMMENDATION: Staff recommends **APPROVAL** of the Amendment #1 in the amount of \$274,891.37. The overall basic services fee percentage of 2.00% is well within the guideline rate of 5% for CA services.

Re: PRB # 17-037, Standard Fixed-Fee— Construction Administration Services Contract
Ella T. Grasso Technical High School – Additions & Renovations Project – Groton
Project #BI-CTC- 488-CA – Arcadis U.S., Inc. - Total Fee \$2,791,372

PROJECT BRIEF– In general this project involves the design and construction of a new Ella T. Grasso Technical High School comprising approximately 250,000 GSF, capacity for approximately 880 students and 200 parking spots. The existing school is currently situated on a 67-acre campus and was originally constructed in the 1970s with limited upgrades thereafter. The current Connecticut Technical High School System

("CTTHS") Master Plan called for a 54,000 GSF building program to support new programs and initiatives. CTTHS requested that DCS evaluate the current master plan versus the construction of a brand new building on the campus inclusive of supporting amenities such as parking, athletic fields and a bus shelter. The first phase of the project involved the completion of a pre design study to evaluate various building program options. The endorsed recommendation of the pre-design study was to construct a new stand-alone school on the existing school site. In addition, the new building will include but not be limited to general technology laboratories, computer support rooms, SMART Board environment classrooms as well as general academic classroom and support services. The current legislative authorization for this project has established a construction budget of \$86,328,000 and total project budget of \$134,913,000.

In March 2016 the Department of Construction Services ("DCS") issued a Request for Qualifications (RFQ) for *Construction Administration Consultant Teams* related to the Ella T. Grasso THS Additions and Renovations Project. DCS received twelve (12) responses to the RFQ and reviewed all submittals based upon an established rating criteria. DCS selected Arcadis U.S., Inc., A/Z Corporation, Skanska Building USA, Inc., Strategic Building Solutions, LLC and the Turner Construction Company for short list interviews. At the conclusion of the process DCS identified Arcadis U.S., Inc. ("AUS") as the most qualified firm.

This contract is for *Construction Administration Consultant Team Services* for the completion of the Ella T. Grasso THS Additions and Renovations Project from the initiation of design phase services, bidding and construction administration. The overall compensation rate for this basic service is \$2,096,731 with an additional \$694,641 for special services. As such the total project fee is \$2,791,372. The special services detailed in the project scope include building commissioning services, estimating services, Multi-Vista photo documentation and move management services.

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

AUS Fee for Basic Services (PRB 17-037)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>C. Budget</u> <u>(\$)</u>	<u>(%)</u> <u>Budget</u>
Design Phase Services	\$47,051			
Bidding and Review Phase	\$55,634			
Construction Administration Phase	\$1,930,808			
Project Close-Out Phase	<u>+\$63,238</u>			
TOTAL BASIC SERVICE FEE (#17-037) (A)	\$2,096,731		\$86,328,000	2.43%
<u>SPECIAL SERVICES:</u>				
Building Commissioning		\$188,903		
Multi-Vista Photo Documentation Services		\$151,856		
Cost Estimating & Scheduling		\$26,014		
Move Management Services		<u>+\$327,868</u>		
TOTAL SPECIAL SERVICES(B)		\$694,641		
TOTAL FEE (PRB #17-037) (A) + (B)		\$2,791,372	\$86,328,000	3.23%

- The RFQ posted in March 2016 elicited 12 candidates. The Selection Panel interviewed five firms and recommended the appointment of AUS ranked #1 by the selection interview panel. The selection was approved by Commissioner Currey on 7/27/2016.
- AUS is locally located in Middletown, Connecticut. This firm was established in 1957 and has a local office staff of 53 members. The office has 8± engineers and 30± construction related professionals involved with project management, field services, scheduling and estimating. AUS is a Corporation in the State of Connecticut and does not have a Major Contractors License.
- AUS reported that over the past 5 years the company has been exposed to eighteen (18) professional and/or general liability claims none of which are related to projects in this state.
- The submittal is accompanied by a Consulting Agreement Affidavit notarized on 2/25/2016.

RECOMMENDATION: SPRB Staff recommends Approval of this contract for Arcadis U.S., Inc. to provide services at the Ella T. Grasso THS Additions and Renovations Project. The overall basic services fee percentage of 2.43% is well within the guideline rate of 5% for CA services.

7. OTHER BUSINESS

8. VOTES ON PRB FILE:

PRB FILE #20-204 – Mr. Valengavich moved and Mr. Halpert seconded a motion to approve PRB FILE #20-204. The motion passed unanimously.

PRB FILE #21-013 – Mr. Halpert moved and Mr. Valengavich seconded a motion to approve PRB FILE #21-013. The motion passed unanimously.

PRB FILE #21-014 – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #21-014. The motion passed unanimously.

9. NEXT MEETING – Thursday, March 4, 2021.

The meeting adjourned.

APPROVED: _____ **Date:** _____
John Valengavich, Secretary