

STATE PROPERTIES REVIEW BOARD

Minutes of Meeting Held On March 22, 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 22, 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

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 March 18, 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

PRB #	#21-024
Transaction/Contract Type:	RE – Voucher
Origin/Client:	DOT/DOT
Project #:	131-203-007
Grantor:	Sun Forest Hill, LLC
Property:	Southington, Birch St (130)
Project Purpose:	Farmington Canal Heritage Trail
Item Purpose:	Voucher

DAMAGES: \$24,000

DOT PROJECT:

Farmington Canal Heritage Trail (FCHT) History (<https://fchtrail.org/pages/history.asp>):

The **over Eighty miles** of the FCHT and the eighteen miles of the Farmington River Trail constitute one of the most picturesque and historic greenways in New England. The FCHT, 58 miles of which is paved in Connecticut, stretches from New Haven to the Massachusetts border before continuing into Massachusetts for a total length of 80.2 miles and 11 towns. The multi-use trail runs along abandoned rail corridors and canal tow paths through urban, suburban and rural areas of Southern Connecticut and the Farmington Valley. Along the way are historic buildings, canal locks, the remains of canal aqueducts and other landmarks that provide a rich cultural background for the trail experience. The largest gap remaining is 9.1 miles from southern Farmington, through all of Plainville into northern Southington.

The purpose of this acquisition is for the installation of the Farmington Canal Heritage Trail. This trail will be utilized for recreational purposes and represents a segment of the trail which extends from Lazy Lane to Town Line Road in Southington. The proposed trail will extend along the entire Redstone Street frontage and will continue along the westerly property boundary of the subject property. Along the Redstone Street frontage, the proposed trail is 10 feet in width and will have a paved surface. There will be a 5 foot wide grass buffer between the Redstone Street pavement and the trail. There will also be a 2 foot wide grass buffer between the trail and the proposed swale. The total width of the swale approximates 11± feet. It is noted that the maintenance of the trail will be the responsibility of the town after the completion of the project.

Subject Property Description, Before the Taking: The subject property consists of three separate parcels:

130 Birch Street – This parcel contains 890,036± square feet (20.4324± acres) and is improved with 64± manufactured homes. This parcel has a mostly rectangular shape with level topography throughout. The parcel has 592.74± feet of frontage along the easterly side of Redstone Street and 579.63± feet of frontage along the westerly side of Birch Street. There are 2 privately maintained roads that bisect the parcel that are identified as Garden Drive and Red Oak Drive. These private roads run in an east/west direction from Birch Street to Redstone Street.

246 Redstone Street – This parcel contains 1,723,925± square feet (39.5759± acres) and is improved with 124± manufactured homes. Additional improvements include an office building containing 9,361± square feet that was built in 1990 and a clubhouse containing 3,536± square feet that was built in 1996. This parcel has an irregular shape with rolling topography throughout. It is noted that a watercourse passes through a portion of the property. The parcel has 1338.53± feet of frontage along the westerly side of Redstone Street and 1,083± feet of frontage along the southerly side of Town Line Road. There are several privately maintained roads traversing the parcel. (An “X” value was assigned to this property).

160 Town Line Road – This parcel contains 81,190± square feet (1.864± acres) and is improved with a warehouse/service building containing 4,950± square feet and was built in 2011. This parcel is a flag lot with 51.26± feet of frontage along the south side of Town Line Road. It is noted that this parcel abuts 130 Birch Street along its northerly boundary. (An “X” value was assigned to this property).

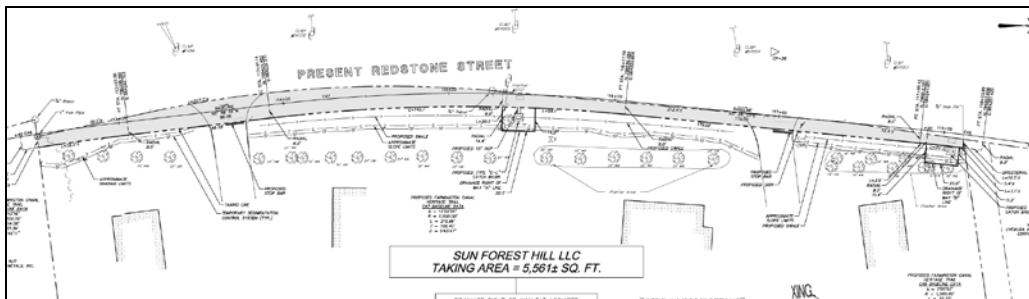
It is noted that the subject property, 130 Birch Street, represents a portion of a larger parcel that includes 2 additional properties that have unity of use and common ownership. The larger parcel includes property located 246 Redstone Street and 160 Town Line Road. The 3 parcels combined total 2,695,151± square feet (61.8723± acres) and are all zoned for industrial purposes. The property in its entirety is improved with an age restricted 55 and up manufactured housing development that contains a total of 188± units, an office building, a clubhouse and a warehouse/service building. The streets located within the development are privately maintained by the property owner. Given that 130 Birch Street is considered to be a standalone parcel that is more marketable on its own, this property will be valued as such with an “X” factor assigned to the remaining properties that are part of the larger parcel. It is also important to note that the proposed acquisition specifically impacts property located at 130 Birch Street and has no effect on 246 Redstone Street or 160 Town Line Road. An

“X” factor was assigned to the remaining properties that are part of the larger parcel and to the improvements and unaffected site improvements at the subject property identified as 130 Birch Street. It is noted that if the “X” components were valued, the damages would remain the same.



The Taking: DOT will acquire the following:

- Fee Simple Partial Take of 5,561± Square Feet
- Drainage Right of Way “A” over an area of 286± Square Feet
- Drainage Right of Way “B” over an area of 227± Square Feet
- Easement to Slope for the Drainage of the Highway & Remove Use or Retain Excavated Materials over an area of 3,621± Square Feet
- Right to Grade over an area of 498± Square Feet
- Right to Install Sedimentation Control over an area of 472± Square Feet
- Right to Install Sign (3 signs total)
- Right to Install Stop Bars over an area of 24± Linear Feet
- Right to Install Pavement Markings over an area of 30± Square Feet



Short Form/Value Finding – DOT Appraiser John P. Kerr appraised the entire 20.4324 acre property, as of October 30, 2020. The Appraiser utilized three similarly-zoned sales in Southington, North Haven and Bloomfield, and concluded the market value of the subject property was \$100,000/acre, or \$2.30, with value of the impacted areas as follows:

<i>Item</i>	<i>Calculation</i>	<i>Damages</i>
Acquisition Parcel	5,561± SF @ \$2.30/SF	\$12,790
Drainage Right of Way	513± SF @ \$2.30/SF x 75%	\$885
Slope Easement	3,621± SF @ \$2.30/SF x 75%	\$6,246
Contributory Value of Tree, Bush & Pvmt	Lump sum	\$2,000
	Total:	\$21,921
	Rounded	\$22,000

In addition to Direct Damages, DOT has awarded nominal damages to the Grantor to process the required zoning variance and site plan modification in the amount of \$2,000.

Additional impacts as a result of the proposed acquisition include a front yard setback deficiency. The subject is currently non-conforming as to front yard setback requirements and will become further non-conforming as a result of the fee taking. The I-1 zone requires a 40 foot setback and the subject improvements will become further non-conforming in the vicinity of station 117+75. This appraiser spoke to Southington Director of Planning Robert Phillips regarding the proposed acquisition and the impacts to the subject property. Mr. Phillips stated that a variance would be required for the front yard setback deficiency. As such, it is the opinion of this appraiser that the subject property will require a variance with site plan modification. The property owner will be compensated for the estimated costs of obtaining a variance and any associated costs to include a site plan modification. In addition, it is an Extraordinary Assumption of this appraiser that a variance will be granted for the front yard setback deficiency. If this assumption is proven to be different, this appraiser reserves the right to reconsider its effect on value.

RECOMMENDATION: Board approval of damages in the amount of \$24,000 is recommended for the following reasons:

1. The acquisition complies with Section 13a-73(c) of the CGS which governs the acquisition of property by the commissioner of transportation required for highway purposes.
2. The damages are supported by the DOT appraisal.
3. The damages are consistent with DOT Project No. 131-203-008, reviewed by the Board under PRB #20-222.

5. ARCHITECT-ENGINEER - UNFINISHED BUSINESS

6. ARCHITECT-ENGINEER - NEW BUSINESS

PRB #	21-043
Origin/Client:	DCS/DOC
Transaction/Contract Type	AE / ARC Services Contract
Project Number	BI-JA-476
Contract	BI-JA-476-ARC
Consultant:	Hoffman Architects, Inc.
Property	Cheshire, Highland Ave (900), Cheshire Correctional Institution
Project purpose:	Cheshire Correctional Exterior Masonry Repairs
Item Purpose	Modification of Deliverables

PROPOSED AMOUNT: \$0

On October 29, 2020, under PRB File #20-203, the Board approved BI-JA-476-ARC in the amount of \$211,856 for the Consultant to provide design and construction administration services for the following scope of work:

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

Under this proposal (PRB #21-043), DCS is seeking SPRB approval to modify the Deliverables contained within the Consultant's Contract. There is no change in the Consultant's Fee approved under #20-203. The changes to the Contract were requested by the Consultant and agreed to by DCS.

From the Consultant's request:

Hoffmann Architects is concerned with being in breach of contract based on changes that have occurred since our original submission in 2017. Our apprehensions include the call for the minimum number of requested meetings (if fourteen (14) meetings are not needed), the project schedule with consideration to weather, COVID-19 and the well-being of the overall project team and the facility, and delays that may be caused by lapses in security clearances for our contractors' personnel.

After careful consideration, Hoffmann Architects kindly requests language in the Contract BI-JA-476 ARC that takes into account the obstacles/restrictions that the weather and COVID 19 present in performing our investigation in a timely manner.

Changes to the Deliverables in the Contract include the following, all underlined in red:

Original Contract (page 2 of 8):

3. The Architect shall provide the work pursuant to the following phases within the time periods specified below or, at the option of the Department of Administrative Services within extended periods to be determined by the Department if the Department is of the opinion that such extensions are warranted and if the Department evidences its consent to such extensions in writing. The Architect shall not commence any phase work under the contract until the Architect receives written authorization to proceed from the DAS Project Manager.

A. Investigation Phase: **Forty-five (45)** calendar days after receipt of written notice to proceed;

B. Schematic Design Phase: **Sixty (60)** calendar days after receipt of written notice to proceed;

Modified Contract (page 2 of 8):

3. The Architect shall provide the work pursuant to the following phases within the time periods specified below or, at the option of the Department of Administrative Services within extended periods to be determined by the Department if the Department is of the opinion that such extensions are warranted and if the Department evidences its consent to such extensions in writing. The Architect shall not commence any phase work under the contract until the Architect receives written authorization to proceed from the DAS Project Manager.

A. Investigation Phase: **Sixty (60)** calendar days after receipt of written notice to proceed;

B. Schematic Design Phase: **Seventy-Five (75)** calendar days after receipt of written notice to proceed;

Original Contract (page 5 of 8):

- The Architect shall participate in a minimum of four (4) meetings, providing an agenda and meeting minutes, with representatives of the Department of Administrative Services and the Department of Correction on site to review the investigation/probe plan to coordinate guard staffing and to confirm schedule of work.

Modified Contract (page 5 of 8):

- The Architect shall participate in a maximum of four (4) meetings, via teleconference when possible, providing an agenda and meeting minutes, with representatives of the Department of Administrative Services and the Department of Correction on site to review the investigation/probe plan to coordinate guard staffing and to confirm schedule of work.

Original Contract (page 6 of 8):

- The Architect shall participate in a minimum of four (4) meetings, providing an agenda and meeting minutes, with the State Historic Preservation Office and representatives of the Department of Administrative Services to present proposed scope of intended work and intended methods of rehabilitation and to review the structures designated as historic on the site. The purpose of the meetings will be to maintain project's compliance with requirements of the Connecticut State Historic Preservation Office and the Secretary of the Interior's Standards for Rehabilitation.
- The Architect shall participate in a minimum of four (4) meetings, providing an agenda and meeting minutes, with representatives of the Department of Administrative Services on site regarding phasing requirements and other issues for completion of this project's scope of work.

Modified Contract (page 6 of 8):

- The Architect shall participate in a maximum of four (4) meetings, via teleconference when possible, providing an agenda and meeting minutes, with the State Historic Preservation Office and representatives of the Department of Administrative Services to present proposed scope of intended work and intended methods of rehabilitation and to review the structures designated as historic on the site. The purpose of the meetings will be to maintain project's compliance with requirements of the Connecticut State Historic Preservation Office and the Secretary of the Interior's Standards for Rehabilitation.
- The Architect shall participate in a maximum of four (4) meetings, via teleconference when possible, providing an agenda and meeting minutes, with representatives of the Department of Administrative Services on site regarding phasing requirements and other issues for completion of this project's scope of work.

Original Contract (page 6 of 8):

- The Architect shall participate in a minimum of two (2) meetings, providing an agenda and meeting minutes, with representatives of the Department of Administrative Services and the Department of Correction regarding the Investigation and Schematic Design Review submission and Agency comments.

Modified Contract (page 6 of 8):

- The Architect shall participate in a maximum of two (2) meetings, via teleconference when possible, providing an agenda and meeting minutes, with representatives of the Department of Administrative Services and the Department of Correction regarding the Investigation and Schematic Design Review submission and Agency comments.

Original Contract (page 7 of 8):

The Architect shall coordinate with a Contractor performing exploratory openings to examine concealed conditions and extract sample mortar materials for testing. When close inspections or probes at elevated locations are necessary, said Contractor will provide safe access as appropriate. The use of an aerial boom type lift and a small crane are anticipated. The Architect shall engage a fencing contractor familiar with work at a corrections facility for the temporary removal of security fencing and razor wire to access probe areas followed by prompt reinstallation of said fencing. These mortar samples will be sent to a qualified materials testing laboratory for analysis and historic matching.

Modified Contract (page 7 of 8):

The Architect shall coordinate with a Contractor, upon successful reapplication of security clearances, performing exploratory openings to examine concealed conditions and extract sample mortar materials for testing. Minimum temperatures are necessary for effective repairs at probe locations. When close inspections or probes at elevated locations are necessary, said Contractor will provide safe access as appropriate. The use of an aerial boom type lift and a small crane are anticipated. The Architect shall engage a fencing contractor familiar with work at a corrections facility for the temporary removal of security fencing and razor wire to access probe areas followed by prompt reinstallation of said fencing. These mortar samples will be sent to a qualified materials testing laboratory for analysis and historic matching.

RECOMMENDATION: It is recommended that SPRB **APPROVE** the Consultant-request modifications to this contract with Hoffmann Architects, Inc. The request changes extend the Deliverables by 15 days, permit teleconferences in lieu of in-person meetings and require sub-contractors to reapply for security clearances. These proposed changes does not impact the fee proposal approved by the Board before.

FROM PRB #20-203

PROPOSED AMOUNT: \$211,856

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

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

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

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

1. This project shall include the extensive repairs of the exterior building masonry on numerous existing buildings and the existing site perimeter masonry wall (excluding the Old Power House and the North Building). The scope of masonry repairs include, but are not limited to, repair of caulked joints, concrete coping joints, coping caps, and masonry brick pointing.
2. The Architect and its design team shall use all available construction drawings for all existing buildings and structures, review all existing construction documents and the "Cheshire Correctional Institution Exterior Masonry Repair Study" ("Study") dated November 28, 2016 by OakPark Architects, LLC.
3. The Architect shall revalidate, comment and address findings noted in the Study.
4. The Architect shall field verify and document all existing conditions and create new existing construction drawings and documentation.
5. The Architect shall document and field verify existing conditions performing on-site investigations, providing complete visual photograph documentation of such findings, observations for the campus buildings and perimeter site walls including, but not limited to, conduction of masonry elements documenting symptoms of distress or failure.
6. The Architect shall participate in a minimum of four (4) meetings, providing an agenda and

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

In June 2017 the Department of Construction Services ("DCS") issued a Request for Qualifications for Architect/Engineer (A/E) Consultant Services related to the design-bid-build project – Exterior Building Masonry and Perimeter Masonry Wall Repairs. DCS elicited eight responses to the advertisement of which one submittal was considered "non-responsive". DCS then proceeded to review the submittals and after the completion of the internal review process, five firms were selected for short-listed interviews. These firms were as follows, HAKS, LLC, Gale Associates, Inc., Clohessy Harris & Kaiser, LLC, Martin A. Benassi, AIA-Architect, LLC and Hoffmann Architects, Inc. The State Selection Panel consisted of 5 members and interviewed each firm for evaluation purposes based upon an established weighted ranking system. At the conclusion of the process DCS identified Hoffmann Architects, Inc. ("HAI") as the most qualified firm.

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

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

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

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

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

Staff asked DCS to clarify the following:

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

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

7. OTHER BUSINESS

8. VOTES ON PRB FILE:

PRB FILE #21-024 – Mr. Halpert moved and Mr. Valengavich seconded a motion to approve PRB FILE #21-024. The motion passed unanimously.

PRB FILE #21-043 – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #21-043. The motion passed unanimously.

9. NEXT MEETING – Thursday, March 25, 2021.

The meeting adjourned.

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