

STATE PROPERTIES REVIEW BOARD

Minutes of Meeting Held On April 8, 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 April 8, 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

Rahul Abraham, APM - DCS

Mr. Valengavich moved and Mr. Halpert seconded a motion to enter into Open Session. The motion passed unanimously.

OPEN SESSION

1. ACCEPTANCE OF MINUTES

Mr. Valengavich moved and Mr. Berger seconded a motion to approve the minutes of the April 5, 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

6. ARCHITECT-ENGINEER - NEW BUSINESS

<i>PRB #</i>	21-033
<i>Origin/Client:</i>	DCS/SCSU
<i>Transaction/Contract Type</i>	AE / Amendment
<i>Project Number:</i>	BI-RC-393
<i>Contract:</i>	BI-RC-393-ARC
<i>Consultant:</i>	Sasaki Associates, Inc. (SAI)
<i>Property</i>	New Britain, Stanley St (1615) – Kaiser Hall
<i>Project purpose:</i>	New Kaiser Hall Annex & Kaiser Hall Renovation
<i>Item Purpose:</i>	Amendment #2

At 9:32 Mr. Abraham from DCS joined the Meeting to participate in the Board's review of this Proposal. Mr. Abraham left the meeting at 9:55.

Proposed Amount: \$45,000

At the State Properties Review Board meeting held on December 19, 2019, the Board voted to approve PRB #19-234, compensating the Consultant \$335,702 for extended CA services in conjunction with the General Contractor's delay in completing the Project. The Board's approval was based on the representations from DCS's ADPM and PM that accumulated assessed Liquidated Damages against the General Contractor will be utilized to compensate the Consultant \$335,702 for their Services.

Project Status

The project achieved substantial completion on December 23, 2019. The general contractor for the New Kaiser Hall Annex and Kaiser Hall Renovation project (BI-RC-393), Lawrence Brunoli, Inc., has filed a notice of claim against the State seeking compensation in the amount of \$4.869 million dollars. DCS has retained a Claims Analyst to assist DCS and the Office of Attorney General to respond to the Claim.

Under this Proposal (PRB #21-033), DCS is now seeking Board approval of Amendment #2 for the Consultant to provide ARC services in conjunction with the repairs and replacement of the roof at Kaiser Hall/Huang Recreation Center to bring the roof into conformance with the Contract Documents. The fee for the proposed Consultant's services is \$45,000. DCS reports they are currently withholding monies from the General Contractor for the non-conforming work and will be utilizing these monies withheld to compensate the Consultant for this Amendment #2.

The Architect shall provide the following additional services:

- Prepare contract documents for the repairs and replacement required to address the deficiencies as identified in the Architect's field reports during the construction phase of this project and reports from Gale Associates, Inc. The contract documents shall include both demolition and construction drawings. The documents prepared shall be consistent with the roof design reflected in the original contract documents prepared by the Architect. The Architect shall also review the documents with the roofing manufacturer and obtain in writing that the new work will not affect the warranty of already installed systems to remain and that the manufacturer will warranty the new work as reflected in the new set of contract documents (\$23,000)
- Provide bidding assistance during the bidding phase including, but not limited to, attending pre-bid walkthroughs, providing responses to bid RFIs and attendance at contractor scope review meetings etc (\$4,000).
- Provide Construction Administration services during the construction phase of the project including, but not limited to weekly site visits, attendance at OAC meetings, review and respond to submittals, RFIs etc (\$18,000).

The overall construction budget was changed to \$18,392,594 and the total project budget was changed to \$26,018,365.

DCS confirmed funding is in place for this Amendment #2.

SAI Fee for Basic Services (PRB 15-210)	<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	\$319,590			
Design Development Phase	\$259,580			
Construction Document Phase	\$412,080			
Bidding and Review Phase	\$76,250			
Construction Administration Phase	<u>\$457,500</u>			
TOTAL BASIC SERVICE FEE (#15-210) (A)	\$1,525,000		\$17,872,369	8.53%
Extended Construction Administration (#19-234) (A1)	\$335,702			
Expanded Roof Design Services (PRB #21-033) (A2)	\$45,000			
TOTAL BASIC SERVICE FEE (A) + (A1) + (A2) PRB #21-033	\$1,905,702		\$18,392,594	10.00%
<u>SPECIAL SERVICES:</u>				
Survey and Engineering (BL Companies)		\$25,740		
Traffic Engineering & OSTA (F.A. Hesketh)		\$4,950		
AV and Acoustical Engineering (Tocci Assoc.)		\$23,300		
Geotechnical Engineering (GeoDesign)		<u>\$36,850</u>		
TOTAL SPECIAL SERVICES(B)		\$90,840		
TOTAL FEE (A) + (A1) + (A2) + (B)		\$1,996,542	\$18,392,594	11.00%

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

1. It is understood that the substantial completion was December 23, 2019.
 - a. What components are still outstanding to be completed (that might be deficient) per the contract documents?
DCS Response: Roof
Staff Response: OK
2. Deficiencies related to the roof work (this amendment):
 - a. When were these deficiencies identified by the Architect?
DCS Response: During the course of the project (May 2018).
Staff Response: OK
 - b. Why was the deficiency not corrected at that time?
DCS Response: GC refused to correct the issue.
Staff Response: We are assuming during May 2018 timeframe, please confirm?
DCS Response: May 2019 (correction)
Staff Response: OK
 - c. Was the contractor's payment approved for that deficient work?
DCS Response: DAS is withholding monies from the GC for this item..

Staff Response: Was the payment for the roof work withheld when the payment requisition was submitted by the contractor for that work in 2018? In other words, was the payment requisition containing roof work approved in 2018?

DCS Response: DAS withheld monies from LBI via letter issued in Feb 2020, providing adequate time to correct the issue. See attached letter.

Staff Response: See #5 below. OK

3. Pl provide staffing matrix for this work.

DCS Response: Will provide.

Staff Response: OK

4. What is the estimated value of this work?

DCS Response: \$355,000.

Staff Response: What is the reason for higher fee of about 13% of the estimated work value, especially when the roof is already designed and bid docs already prepared previously? We understand the ARC may have to spend time to revise the docs to document what needs to be corrected.

DCS Response: New set of construction documents have to be prepared. See attached staffing matrix for the breakdown of effort/hours for each phase. Please see the below snippet from the DAS fees guidelines for your information (please be advised that the below table is confidential to DAS and should not be published publicly without permission from DAS management). 45,000 is 12.67% of \$355,000 which is well within the guidelines.

Staff Response: OK

5. Pl provide status of the monies withheld from the contractor and anticipated costs to be charged against this withheld amount.

DCS Response: Please see response to 2.c.

Staff Response: Please provide the amount of monies withheld and various costs to be charged against that amount.

DCS Response: Please find attached letter issued to LBI. Costs that may be charged to this amount includes, but not limited to, construction costs, AE fees, DAS Fees and CA fees.

Staff Response: The 2-27-2020 communication to LBI identifies \$355,000 being withheld to replace the lower roof, less DAS-approved LBI roof repairs. From the communication:

contract, DAS will continue to withhold the monies in the amount of \$355,000.00 as noted in its letter dated December 17, 2019 to protect the State of Connecticut from loss due to defective, unacceptable and non-conforming work not remedied by LBI. The \$355,000.00 was determined based upon the estimate from Gale for the corrective action work less \$9,183.00 to account for what DAS calculates as the value of the repairs LBI performed on November 21, 2019. DAS will proceed with the design and procurement of another contractor to perform the required corrective action work. DAS, to date, has withheld the amount of \$300,853.15 from LBI (from Pay App# 26) for the said non-conforming work. The remaining \$54,146.85 will be withheld from the current payment application (Pay App# 28). Any additional expenses incurred by the State over the \$355,000.00 will be back charged to LBI. If actual costs to the State are less than \$355,000.00, the difference will be available for project costs and disbursed accordingly.

OK

RECOMMENDATION: It is recommended that the Board **APPROVE** this Amendment #2 for Sasaki Associates, Inc. to provide expanded design services to address the roof at Kaiser Hall because of contractor's deficient work.

FROM PRB #19-234

DECEMBER 19, 2019 UPDATE

Proposed Amount: \$335,702

At the State Properties Review Board meeting held on November 18, 2019, the Board voted to suspend this file pending DCS' submission of a supplemental memo clarifying issues raised by the Board during their review of this file with DCS staff present – Kevin Kopetz, Peter Simmons, and Rahul Abraham.

DCS has responded to the issues raised by the Board as follows:

1. Early Start: (\$36,005) – This has been eliminated from the original contract.

Staff Response: The Consultant was required to perform this work regardless of Early Start reported by DCS.

2. Extended Construction Administration Services to support LBI: (\$174,428) The amendment requests for \$174,428.00 to compensate the Architect for construction administration services above and beyond standard practices to support the general contractor (LBI), including additional on-site observations, coordination, redesign of contract details for the benefit of LBI, additional quality control oversight, submittals and RFIs. (DAS plans to claim this amount from the contractor since this expenditure was caused due to the poor performance of the contractor.)

Staff Response: This remains unchanged from original contract.

3. Additional Construction Administration Services past the contractual substantial completion date until August 31, 2019: (\$39,151) The Architect's original contract included CA services during the construction phase, which was estimated to be 16 months until substantial completion and 90 days for closeout. LBI's latest schedule update shows a substantial completion date of August 23, 2019. Based on the current progress of the work, I believe LBI will not be able to meet the August 23, 2019 date. The amendment requests for \$39,151 to compensate the architect for the services to be provided from June 15, 2019 through August 31, 2019. The coverage is based on spending a total of 319 hours per month between Sasaki and their sub-consultants. This fee is calculated after accounting for the 10% additional time owed to the state per paragraph VII. C of the Terms and Conditions of the original contract.

Staff Response: DCS is now requesting additional CA services past the contractual date until substantial completion, now considered December 31, 2019 (see Item #4 below).

4. Additional Construction Administration services required from Sept 1, 2019 thru Dec. 31, 2019: (\$122,123) DAS requests to carry an allowance of \$100,000 in the contract amendment to compensate the design team for the time spent after August 31, 2019 as DAS still does not have a realistic substantial completion date. This amount will be paid on a time and expenses basis based on the backup information provided by the design team. At the end of the project, DAS will report to SPRB the total spent on this item with the backup information.

Staff Response: DCS is requesting approval of \$161,274 to compensate the Consultant for the additional services, an increase from the original \$39,151 through 8-31-19. Additionally, DCS has removed the request for a \$100,000 allowance for CA services from 8-31-19 to 12-31-19.

In conclusion, in response to Board concerns raised at the November 18th meeting, DCS has revised Amendment #1 to the contract requesting Board approval of \$335,702, a decrease of \$13,882, from their original \$349,584 request submitted in November.

RECOMMENDATION: Board recommendation is contingent upon DCS presentation to the Board at their regularly-scheduled meeting. The overall basic service rate of 10.18% exceeds the established guideline rate of 8.5% for this Group B New Construction Project.

The Board's approval is based on the representations from DCS's ADPM and PM that accumulated assessed Liquidated Damages against the General Contractor will be utilized to compensate the Consultant \$335,702 for their Services. Ultimately, this cost is not paid by the State constituting savings.

Note: At 9:37AM Kevin Kopetz, Peter Simmons and Rahul Abraham joined the meeting regarding this proposed Amendment #1 and left the meeting at 10:50AM.

Discussion summary:

DCS informed the Board that this is a unique situation. SAI has informed DCS in writing via email that they cannot provide additional support because the contract for additional funds have not been approved. Board asked DCS how is this proposal rejection different that the previous rejections since 1975. DCS informed that the funds for this amendment will come from LBI's retention of funds from LBI's payment requisition/invoice and not from State budget. DCS has retained \$110,530 from LBI's September 2019 invoice. These funds will be used to and will be the source of funds to pay for this amendment. DCS also informed the Board that there is 7.5% retainage in the amount of \$1.3 million. DCS has assessed \$892,815 in liquidated damages until September 30, 2019. In aggregate there will be about \$2.2 million available to DCS to recover liquidated damages. Obviously LBI can put a claim against the State. If that is the case, final determination will be made via arbitration or legal action. Consequences of not approving this amendment is that the consultant will not be able to help in closing out this project, build a claim against LBI, etc.

DCS will be submitting a revised memo identifying additional costs which will be paid via the funds retained by DCS from LBI's invoices. \$100,000 allowance be revisited. Everybody agreed that the funds for this amendment will not be State funds but funds collected from LBI.

NOVEMBER 15, 2019 UPDATE

PROPOSED AMOUNT: \$349,584

At the State Properties Review Board meeting held on September 23, 2019, a motion to approve Amendment #1 under Board File #19-192 failed.

DCS has now resubmitted this Amendment #1 for Board review and action, with the following changes to the original proposal DCS submitted to SPRB under Board File #19-192:

1. In the last two sentences of the 3rd paragraph (pg 1) of the DCS Memo to SPRB, DCS communicates that the Lawrence Brunoli, Inc (LBI) schedule was changed to show a substantial completion date of November 25, 2019 (from 8-23-19 original date); however, the DCS team does not believe this to be attainable, with no realistic completion date available at this time.
2. In the 3rd paragraph (pg 2) of the DCS Memo to SPRB, DCS communicates under request #3 that again the LBI schedule was changed to show a substantial completion date of November 25, 2019 (from 8-23-19 original date); and requests approval of a \$39,151 payment to the Consultant for additional CA Services provided during the period of August 3 to August 31, 2019. Under PRB #19-192, DCS requested approval of a \$39,151 payment to the Consultant for the period of June 15 to August 31, 2019 (319 hours total). Pursuant to the Consultant's original Contract (Section 7.C), the Board identified that the Consultant can only be compensated once the Consultant's construction duration exceeded 10 percent of the original time. In this scenario, the Notice to Proceed was February 13, 2018, construction duration was 486 days, a 10% over run was an initial 49 days, or August 3, 2019.
3. In the last two sentences within the 3rd paragraph (pg 2) of the DCS Memo to SPRB, DCS communicates to the Board the following: *"DAS has notified LBA via its letter dated September 27, 2019 that the State has assessed LBI \$892,815 in liquidated damages until September 30, 2019 and collected \$110,539 from the September 2019 payment application, and the balance is planned to b3e collected from future payment applications. The liquidated damages monies will be used to compensate the architect for the additional services incurred due to the GC's failure to complete the project on time."*

There are changes to the Budget included in the DCS Memo to SPRB, including a +\$15,221 to the construction budget and a +\$892,813 to the overall budget.

There do not appear to be any changes to the Consultant Contract.

Staff comments - Staff met with DCS staff. They informed us that if this architect contract is not amended (additional funds approved), the architect will not be providing services going forward. This will leave DCS without closing the project in a timely manner. Consultant may also put a claim against DCS for non-payment. DCS has reiterated that liquidated damages monies that they are trying to pursue from the contractor will be used to pay for the architect's additional services.

DCS is trying to get handle on this situation and trying to recoup monies from the contractor as part of liquidated damages assessment. However, following questions needs to be answered which may change the outcome of the claim. Also, allowance for CA services in the amount of \$100,000 should not be approved regardless of the outcome of the other items.

1. Has the Architect given a written notice that he will not provide services beyond certain time?
2. Will contractor continue the work if DCS is not paying the contractor's invoices as submitted for the work completed?
3. What is the outstanding payment left to be paid to the contractor? DCS has assessed \$892,815 in liquidated damages and have collected \$110,530 from Sept. invoice (\$782,285 left)
4. Is there any response from the contractor on this reduction of \$110,530? Has the contractor notified in writing or verbally that he will stop the work?
5. Am I correct in assuming that if the contractor files a claim, it will go to arbitration and not Claims Commissioner?
6. How will the arbitrator perceive the non-payment to the contractor for actual work done but not paid (meaning reduction in payment from the invoice submitted)?
7. Is there a language in the contract between the State/DCS and the Contractor that says DCS can withhold payment/s as a result of contractor's non-performance?
8. Because there is no realistic completion date, will the Architect be engaged until the project is completed? Will it cost state additional funds beyond what is sought in this amendment?
9. What could be the worst case scenario if the amendment stands rejected?

RECOMMENDATION: Board recommendation is contingent upon DCS presentation to the Board at their regularly-scheduled meeting. The overall basic service rate of 10.18% exceeds the established guideline rate of 8.5% for this Group B New Construction Project.

PROPOSED AMOUNT: \$349,584

CONTRACT AMENDMENT #1 – DAS/DCS has submitted to the Board Contract Amendment #1 which is intended to compensate the Consultant, for additional construction administration services to support the General Contractor – Lawrence Brunoli, Inc. (LBI), which are described as follows:

1. **Early Start:** (\$36,005) - It was DAS' decision to start the submittal process early on time, while waiting for the DEEP Stormwater Management Permit. This period starting from December 20, 2017 to February 13, 2018 was not anticipated at the time of the original Architect contract and hence was not included in contract BI-RC-393-ARC. This amendment requests the Architect be compensated in the amount of \$36,005.00 to account for the early start. The fee is based on the actual hours spent by the design team during this period.
2. **Extended Construction Administration Services to support LBI:** (\$174,428) The amendment requests for \$174,428.00 to compensate the Architect for construction administration services above and beyond standard practices to support the general contractor (LBI), including

additional on-site observations, coordination, redesign of contract details for the benefit of LBI, additional quality control oversight, submittals and RFIs. (DAS plans to claim this amount from the contractor since this expenditure was caused due to the poor performance of the contractor.)

3. Additional Construction Administration Services past the contractual substantial completion date until August 31, 2019: (\$39,151) The Architect's original contract included CA services during the construction phase, which was estimated to be 16 months until substantial completion and 90 days for closeout. LBI's latest schedule update shows a substantial completion date of August 23, 2019. Based on the current progress of the work, I believe LBI will not be able to meet the August 23, 2019 date. The amendment requests for \$39,151 to compensate the architect for the services to be provided from June 15, 2019 through August 31, 2019. The coverage is based on spending a total of 319 hours per month between Sasaki and their sub-consultants. This fee is calculated after accounting for the 10% additional time owed to the state per paragraph VII. C of the Terms and Conditions of the original contract.
4. Allowance for Construction Administration services past August 31, 2019: (\$100,000) DAS requests to carry an allowance of \$100,000 in the contract amendment to compensate the design team for the time spent after August 31, 2019 as DAS still does not have a realistic substantial completion date. This amount will be paid on a time and expenses basis based on the backup information provided by the design team. At the end of the project, DAS will report to SPRB the total spent on this item with the backup information.

DAS notified LBI that liquidated damages will be assessed and has also notified LBI by letter dated January 18, 2019, that LBI is responsible for some or all of the additional expenses the State incurred as a result of LBI's failure to perform in a manner set forth in the contract documents. DAS is transferring monies from the construction contingency and other available items on the project budget to pay for these costs. DAS intends to collect the costs noted on #2, 3 and 4 above (totaling to \$313,579.00) from the contractor at the end of construction through liquidated damages and other available tools.

The overall construction budget was increased to \$18,420,801, from \$17,872,369. The total project budget remains unchanged at \$25,385,809.

SAI Fee for Basic Services (PRB 15-210)	COST (\$) (BASIC)	COST (\$) (SPECIAL)	C. Budget (\$)	(%) Budget
Schematic Design Phase	\$319,590			
Design Development Phase	\$259,580			
Construction Document Phase	\$412,080			
Bidding and Review Phase	\$76,250			
Construction Administration Phase	\$457,500			
TOTAL BASIC SERVICE FEE (#15-210) (A)	\$1,525,000		\$17,872,369	8.53%
Expanded Pre-Construction Services	\$36,005			
Extended Construction Administration	\$174,428			
Additional Construction Administration	\$39,151			
CA Services beyond August 31, 2019	\$100,000			
TOTAL BASIC SERVICE FEE (#19-192) (A1)	\$349,584			
TOTAL BASIC SERVICE FEE (A) + (A1)	\$1,874,584		\$18,420,801	10.18%
SPECIAL SERVICES:				
Survey and Engineering (BL Companies)		\$25,740		
Traffic Engineering & OSTA (F.A. Hesketh)		\$4,950		
AV and Acoustical Engineering (Tocci Assoc.)		\$23,300		
Geotechnical Engineering (GeoDesign)		\$36,850		
TOTAL SPECIAL SERVICES(B)		\$90,840		
TOTAL FEE (A) +(A1) + (B)		\$1,965,424	\$18,420,801	10.67%

Staff have requested clarification of the following issues:

- Please provide a revised B1105 that incorporates the new A/E fees. **DCS Response:** We will provide a revised 1105 with the changed budget.
- Why should any service/s related to construction start before the “notice to proceed” for construction provided by DCS? **DCS Response:** Knowing the contractors’ previous performance, DAS provided a soft start with submittals to get avoid any delays to the construction duration. **Staff Response:** It is not the responsibility of the State to provide for and pay for Architect’s services to assist the contractor before the Notice to Proceed (NTP) is issued by DCS. No services should be provided prior to the NTP date (Feb. 13, 2018)
- Clarify why a recovery schedule was requested 4 months into construction knowing that there is almost 2 months of delay in the schedule? The CA Consultant is required to request a recovery schedule from the CMR when a project falls 21 or more calendar days behind the current baseline schedule (Appendix A (H.1.3.4)). Was CA consultant monitoring the schedule from day one? **DCS Response:** The CA has been monitoring the project schedule from day 1. The GC fell behind on schedule on their concrete foundations activities and by June 2018 schedule analysis by the CA, it observed a 56 day schedule slip. This is when we requested for a recovery schedule. The GC failed to provide a proper recovery schedule. **Staff Response:** Again, this project should have been managed properly by professionals involved. There is a 21 or more calendar days requirement to request a recovery schedule. It was not until after 56 days slip, the recovery schedule was requested.
- Please clarify why SAI is requesting \$174,428 for Extended CA Services including ‘additional on-site observations, coordination, redesign of contract details for the benefit of LBI, additional quality control oversight, submittals and RFIs’ when Appendix 1, Section VII (B)(1-8) requires most of this work be completed as part of the original contract. Clarify if the “redesign” is related to any errors on part of the Architect or further “clarification” to address lack of details? **DCS Response:** As noted on the SPRB memo, due to the poor performance of the GC, DAS had to request Sasaki to provide additional oversight to assist the GC in the construction of this project. I am attaching the issues log as maintained by the GC that identifies the issues as observed by Sasaki during the construction. The sheer volume of the comment shows the issues during the construction. The architect also had to change the design at several occasions to assist the contractor progress the construction. Examples include the waterproofing details (the contractor failed to install the details per the contract documents), clamps/supports for the HVAC piping systems (contractor installed wrong clamps and requested to review and approved the clamps as installed and make necessary changes to the design documents) etc. Such requests were not anticipated during the predesign phase of the project. These redesigns are not due to the lack of clarity of the contract documents. **Staff Response:** These services were provided to assist the contractor because of the contractor’s inability to perform the work. The State should not be held responsible to help out the contractor to finish the job they bid on.
- Please clarify how DCS is calculating additional ARC-CA fees beyond June 15, 2019 in the amount of \$39,151. SAI’s contract requires an additional 10% or about 49 days, meaning August 3, 2019 as the end of their contract. **DCS Response:** Please find the table below clarifying this request. Also refer to the staffing matrix as provided in the contract package.

Sasaki 10% Additional Time Breakdown

Original Substantial Completion:	15-Jun-19	
Original Contract Duration	486	days
10% Additional Time	48.6	days
Services end date (till Substantial Completion)	2-Aug-19	
Fees to be paid for 06/16/19- 06/30/19	\$ 0	
Fees to be paid for 07/01/19- 07/31/19	\$ 0	
Fees to be paid for 08/01/19- 08/02/19	\$ 0	
Fees to be paid for 08/03/19- 08/30/19	\$ 39,151.00	

Staff Response: These delays are caused by the contractor’s inability to perform the work he undertook. State should not be held liable or responsible to assist the contractor.

- What is the basis for the request for an additional allowance of \$100,000? Why should it be approved without any backup during construction? **DCS Response:** The GC has not provided a reliable

completion date for the project to date. The GC's latest schedule shows a completion date of October 22, 2019. But DAS believes that the GC will not be able to complete the project on October 22 as projected by the GC. Since a realistic date is unknown at this time, DAS requesting for a \$100,000 allowance to be billed on a T&M basis. DAS will report back to SPRB on the spending of this allowance with details. DAS is willing to lower this allowance amount but if the cost goes over the approved allowance, we would require another amendment to the contract to account for the expenses. In all scenarios, monies spent under this allowance is expected to be collected from the GC through liquidated damages and other tools available to DAS under the contract. Staff Response: It is not a prudent practice to approve costs in advance without proper backup of hours and services to be provided. All the delays and costs requested for approval are related to contractor's inability to perform and complete the job in a timely manner.

- What date DCS has established to accrue the \$8,305/day Liquidated Damages? What is the substantial completion date per contract? Has it been extended? If yes, why? Provide a copy of the CMR contract including amendments, if any. DCS Response: The contractual substantial completion date was June 15, 2019 and was extended by 2 calendar days to June 17, 2019 to account for additional weather days above and beyond what's included in the contract. The liquidated damages will be assessed from June 18, 2019. This is not a CMR contract- it's a GC contract. Staff Response: OK
- How can DCS justify overall basic service rate of 10.18% compared to the established guideline rate of 8.5% for this Group B New Construction Project? DCS Response: The GC is performing very poorly and for the project to be completed successfully, the architect have been providing additional support above and beyond what's provided under the contract. As noted in the memo, DAS plans to back charge the GC for the additional efforts by the design team to assist the GC to complete this project. See attached letter issued to the GC in this regard for your information. Staff Response: The inability of the contractor to perform and complete the job on time is costing State additional funds which is not State's responsibility. Contractor should be held liable and pay for these costs during the liquidated damage claim negotiation.
- What are the impacts of not having this recreation center available on time to CCSU students? DCS Response: The university is using/renting alternate venues/arrangements for holding required classes and activities, including any transportation of students to such facilities. The university is also paying for storage of furniture and fitness equipment while the building is not complete. Staff Response: This is a serious issue and is costing CCSU additional funds because the project is not complete on a timely manner. These costs should be recovered during the liquidated damage claim negotiation.

RECOMMENDATION: It is recommended to REJECT this Amendment #1 for \$349,584 for the reasons provided above. The overall basic service rate of 10.18% exceeds the established guideline rate of 8.5% for this Group B New Construction Project.

FROM PRB #15-210

PROJECT BRIEF– In general this project involves the design and construction of a new 70,000 GSF Recreation Center and renovations to the existing Kaiser Hall Facility at Central Connecticut State University ("CCSU"). The new recreation center will be designed and constructed with a 50-year+ life expectancy and is anticipated to provide multi-sport courts, a wellness track, fitness areas, studio space, pilates area, offices, meeting rooms and complete shower facilities. The design and layout of this facility shall be appropriate for the recreational and educational needs of a 12,000 student campus population. The project will also include the complete renovation of the existing Kaiser Hall Gymnasium to include a 1st and 2nd Floor entrance as well as VIP seating, a press box, elevator access and other associated basketball court amenities. The overall project will also include the demolition of the existing 34,000 GSF fabric structure currently adjacent to the athletic facility as well as a new access drive, pedestrian access and landscaping. The overall construction and total project budget have been established at \$17,872,369 and \$25,385,809 respectively.

In October 2014 the Department of Construction Services ("DCS") issued a Request for Qualifications (RFQ) for *Architect & Consultant Design Teams* related to the Renovate/Expansion of Kaiser Hall and

Kaiser Annex Project. DCS elicited eleven (11) responses to the advertisement of which all of the respondents were considered “responsive”. DCS then proceeded to review the eleven submittals and after the completion of the internal review process, four firms were selected for short-listed interviews. These firms were as follows, Centerbrook Architects and Planners, LLP, JCJ Architecture, P.C., Kaestle Boos Associates, Inc., and Sasaki Associates, 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 Sasaki Associates, Inc. (“SAI”) as the most qualified firm.

This contract is for *Architect/Engineer Consultant Design Team Services* for the completion of the Renovate/Expansion of Kaiser Hall and Kaiser Annex Project from the initiation of a schematic design phase through the construction document phase and the subsequent completion of construction. The overall compensation rate for this basic service is \$1,525,000 with an additional \$90,840 for special services. As such the total project fee is \$1,615,840. The special services detailed in the project scope include geotechnical engineering, site-civil survey design, master planning support, traffic engineering, and AV/acoustical engineering.

SAI Fee for Basic Services (PRB 15-210)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>C. Budget</u> <u>(\$)</u>	<u>(%) Budget</u>
Schematic Design Phase	\$319,590			
Design Development Phase	\$259,580			
Construction Document Phase	\$412,080			
Bidding and Review Phase	\$76,250			
Construction Administration Phase	<u>+\$457,500</u>			
TOTAL BASIC SERVICE FEE (#15-210) (A)	\$1,525,000		\$17,872,369	8.53%
<u>SPECIAL SERVICES:</u>				
Survey and Engineering (BL Companies)		\$25,740		
Traffic Engineering & OSTA (F.A. Hesketh)		\$4,950		
AV and Acoustical Engineering (Tocci Assoc.)		\$23,300		
Geotechnical Engineering (GeoDesign)		<u>+\$36,850</u>		
TOTAL SPECIAL SERVICES(B)		\$90,840		
TOTAL FEE (PRB #15-210) (A) + (B)		\$1,615,840	\$17,872,369	9.04%

- The RFQ posted October 2014 elicited 11 candidates. The Selection Panel interviewed four firms and ultimately recommended the appointment of Sasaki Associates, Inc. (“SAI”) The selection was approved by Commissioner Currey on 3/2/2015.
- SAI is located in Watertown, Massachusetts. This firm was established in 1958 and has over 100 employees which includes 40± Architects, Landscape Architects and Interior designers. SAI is operating as a Joint Practice Corporation in the State of Connecticut and will be operating under its license No. JPC.0000009. The license is valid until 04/30/2016.
- Green IX Insurance Inc. reported that over the past 5 years SAI has not been exposed to any general liability or professional liability claims but currently has four open claims with loss reserves established between \$5,000 and \$25,000 for each of the claims.
- The submittal is accompanied by a Consulting Agreement Affidavit notarized on 8/8/2015.

RECOMMENDATION: It is recommended that SPRB Approve this new contract for Sasaki Associates, Inc. to provide design related services at the Renovate/Expansion of Kaiser Hall and Kaiser Annex Project. The overall basic service rate of 8.53% is generally consistent with the established guideline rate of 8.5% for this Group B New Construction Project.

7. OTHER BUSINESS

8. VOTES ON PRB FILE:

PRB FILE #21-033 – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #21-033. The motion passed unanimously.

9. NEXT MEETING – Monday, April 12, 2021.

The meeting adjourned.

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