

## **STATE PROPERTIES REVIEW BOARD**

### **Minutes of Meeting Held On May 13, 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 May 13, 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**

Kevin Kopetz, Esquire, DCS Legal Director  
Kevin Kane, Skanska USA Building  
Peter Simmons, ADPM, DCS  
Peter McClure, ADPM, DCS  
Barbara Cosgrove, PM, DCS  
Stephen Burke, APM, DCS  
Michael Milne, PM, DCS  
Gerald Cotter, CSCU

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. Cianci seconded a motion to approve the minutes of the May 10, 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**

<b>PRB #</b>	<b>21-050</b>
<b>Origin/Client:</b>	DCS/DCS
<b>Transaction/Contract Type</b>	AE / Amendment #3
<b>Project Number:</b>	BI-2B-381
<b>Contract:</b>	BI-2B-381-CA
<b>Consultant:</b>	Skanska USA Building, Inc.
<b>Property:</b>	Hartford, Capitol Ave (165) – State Office Building & Garage
<b>Project purpose:</b>	Renovations and New Parking Garage Project
<b>Item Purpose:</b>	Amendment #3

At 9:35 Mr. Kopetz, Mr. Simmons, Mr. Milne, Mr. Burke and Mr. Kane joined the meeting to participate in the Board's review of this Proposal. Mr. Kopetz left the meeting at 10:00. Mr. Simmons and Mr. Kane left the meeting at 10:06.

CONSULTANT FEE: \$130,650

At the State Properties Review Board meeting held on March 25, 2021, a motion to approve PRB #21-028, Amendment #3 to the Contract, in the amount of \$130,650 failed for the following reasons:

- Approved Amendment #2 identified the Design phase of this Phase II work to be completed within the 72 days that Skanska is required to provide to the project/State per the original contract. Amendment #2 did not authorize additional funds for the Design phase of Phase II. DCS informed the Board that part of the funding that was approved for Procurement and CA phases was utilized for the Design phase. This is not consistent with the Amendment #2 approval.
- The Amendment #3 submitted did not identify any costs associated with the Design phase. DCS request was for additional CA services. Hours related to the Design phase for Phase II was introduced when the Board questioned the proposed hours on the staffing matrix.
- DCS to provide appropriate staffing matrix identifying all the phases of the work that must match with the Payment Requisitions from Gilbane as well as Skanska and the actual work that was performed.
- The Board noticed that Skanska is not billing the State on a monthly basis as required by Section C of the Amendment #2 Contract. August and November monthly fees were lumped with other months.
- The Board also noticed error/conflicting information that originated right from Skanska's proposal and carried through the contract. This error relates to Skanska's Sr. PM's time.
- The construction cost and the scope of the project remains same, however, the CA fee has increased from 6% to almost 13%. Is this consistent with DCS policy and normal for DCS projects?
- Upon review of the Gilbane and Skanska's payment requisitions, the Board has noticed that work related to the larger project is still continuing and services provided by Skanska. The Board was informed that the State is not being charged for this additional hours spent by Skanska. In the next submission, DCS should identify all the hours that Skanska is devoting to the larger project including Phase II work, separately. The Board reserves right to request time sheets for the staff identified.
- In the next re-submission, DCS must provide proper scope, backup and justification for additional time and fees.

Under this proposed AMENDMENT #3 (PRB #21-050) with Skanska USA Building, Inc., the fee is intended to compensate the Consultant an additional \$130,650 for additional CA Services in conjunction with the following:

- a. CA Services for the extended design, procurement and construction duration of the ground floor fit-out spaces for relocated Trinity Street occupants

	Estimated Duration in Amendment 2	Actual Duration
Ground Floor Fit-out Design (Compensation originally covered under the 72 days owed by contract (4/22/20 to 7/3/20), but pushed out past this to August 31, 2020. <b>Compensation granted in Amendment 2 was enough to cover the extension in design</b> )	April 15, 2020 to June 30, 2020	April 15, 2020 to August 31, 2020
Ground Floor Fit-out Procurement ( <b>Compensation granted in Amendment 2 was enough to cover the extension in procurement</b> )	July 1, 2020 to August 14, 2020	Sept. 2, 2020 to Oct. 29, 2020
Ground Floor Fit-out Construction ( <b>Compensation being sought in this Amendment #3</b> )	August 17, 2020 to Nov. 30, 2020	Oct. 19, 2020 to March 31, 2021

- b. CA Services for revisions and upgrades to all four Elevator Machine Rooms per changed requirements from the State Elevator Inspector (mid-July 2020 through to mid-December 2020) - **DD Comments - \$240,516**
- c. CA Services for the addition of a cooling system in room G010A IT Closet (July 2020 through to October 2020) - **DD Comments - \$62,033**
- d. CA Closeout Services for the Main Entry Lobby & Café which were Substantially Complete on 6/15/2020 (late completion per Skanska). (mid-June 2020 through the end of July 2020) - **DD Comments - \$9,941**

**Total of all three = 312,490**

The services outlined in Amendment #2, included procurement and construction phase work for the ground floor fit-out. The design and procurement phases of the fit-out work extended into July, August, September & October of 2020. Design services were performed and extended procurement management, prior to the construction work for fit-out that started at the end of October, 2020, but note that construction oversight of added Screening at Break Room occurred during the month of September through mid-October.

During the months of July, August, September and October, several other added scope changes (beyond ground floor fit-out), included the following:

1. Close-out of the Main Entry Lobby & Café (late completion per Skanska);
2. State Elevator Inspector requirements for revisions and upgrades to all four Elevator Machine Rooms; and
3. Oversight of construction of a late change to add a cooling system in a ground floor IT Closet.

Let this revised schedule for work for the Ground Floor Fit-out scope and additional services for late changes to the Project, outlined in this request for Amendment #3, be included in Amendment #3 and serve to amend the scope of services of Amendment #2.

The staffing for this work will be structured as follows:

CT SOB Future Space Fit-out - Proposed Fee for Skanska CA Services - Extended Fit-out Construction Duration

PROJECTED LABOR		2020												Projected Billing for Project						
		Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Total Hrs	Rate	Amount
<b>Project Management</b>																				
K. Martin	hrs/month																	0	\$ 225	\$ -
H. Cence																		0	\$ 220	\$ -
K. Kane (Amend #2)																		0	\$ 220	\$ -
K. Kane (Fit-out Constr)	hrs/month																	80	\$ 220	\$ 17,600
P. Benitez-Scheduler																		0	\$ 195	\$ -
R. Benzinger																		0	\$ 140	\$ -
R. L'Heureux (Amend #2)																		0	\$ 175	\$ -
R. L'Heureux (Fit-out Constr)	hrs/month																	646	\$ 175	\$ 113,050
																		0	\$ -	\$ -
<b>Supervision/Office Support</b>																		0	\$ -	\$ -
<b>Administration</b>																		0	\$ -	\$ -
Raks Ang	hrs/month																	0	\$ 90	\$ -
<b>Accounting</b>																		0	\$ -	\$ -
Greg	hrs/month																	0	\$ -	\$ -
<b>IT Labor</b>																		0	\$ -	\$ -
IT Labor	hrs/month																	0	\$ -	\$ -
<b>TOTAL LABOR PROJECTED (MONTHLY)</b>		0	0	0	0	0	0	0	0	38	87	193	193	106	109	0	726		<b>130,650.00</b>	

Amendment #2

Fit-out Construction

Additional Scope

Issues raised during the review of the previously-submitted Amendment #3 under PRB #21-028 included the following:

1. What is the status of the project? Are any services being provided by Skanska beyond March 2021? Are there any activities being conducted under this Phase II? **The project is complete.** There are some misc. items still persisting: Expansion joints to be cut into revolving door terrazzo, modifications to chimney cap, modifications to plaza tree grates, a few corrections needed in ground floor mech room identified by OSBI. *(Skanska will be expected to review this pricing once it comes in)*. Warranty items: interior signage fixes, corrective measure for laminate wood door delamination, north and west entry door paint touchup, grass treatments and establishment. Skanska is not seeking compensation for any of this work beyond what is spelled out in Amendment 3.
2. Are CA services procured based on project duration or change orders? **Project duration and project scope of work.**
3. Pl upload applications for Skanska (from 44 to current) and Gilbane (from 54 to current) **Skanska's last payment application was 44 (attached). Gilbane's last payment application 54 (attached).**

**Staff (SPRB) questions for clarification and DCS responses.**

1. Approved Amendment #2 identified the Design phase of this Phase II work to be completed within the 72 days that Skanska is required to provide to the project/State per the original contract. Amendment #2 did not authorize additional funds for the Design phase of Phase II. DCS informed the Board that part of the funding that was approved for Procurement and CA phases was utilized for the Design phase. This is not consistent with the Amendment#2 approval.

**DCS Response:** (Amendment 3 now approves this)

**Staff Response:** Within Amendment #3 is the following language to address this issue: "Let this revised schedule for work for the Ground Floor Fit-out scope and additional services for late changes to the Project, outlined in this request for Amendment #3, be included in Amendment #3 and serve to amend the scope of services of Amendment #2." Design delays were attributable to occupying agencies required more options than the (2) revisions as figured. Also Furniture services were added to the design phase.

CA services are provided based on the project duration and project scope. The work related to Trinity Street relocation was a separate Phase not tied to the original project. Therefore, any fees related to this Phase II must be reviewed separately and independent of the original project. CA was required to provide services for the original project until it is completed.

**DCS 5-10-21 Response:** DCS disagrees. If misc. scope items from the original scope push out past

contract time (including the 10% owed), the CA is due compensation. This is why we have contract durations written into the contract.

Staff Response: If items already part of the original contract pushes out, it doesn't necessarily mean that compensation to CA is due at full time capacity. It all depends on the type of the work and \$ amount. If there were "new" items added or scope changed, CA may be entitled for additional compensation, again based on type of work and \$ amount.

2. The Amendment #3 submitted did not identify any costs associated with the Design phase. DCS request was for additional CA services. Hours related to the Design phase for Phase II was introduced when the Board questioned the proposed hours on the staffing matrix.

DCS Response: (The design phase cost were covered with funds originally slated for the procurement piece in Amendment 2, there is no added cost in Amendment 3, but authorization to use those funds for design as SPRB requested.)

Staff Response: Again, DCS's original justification for additional CA services not delays in the Design phase. Within Amendment #3 is the following language to address this issue: "Ground Floor Fit-out Design (Compensation originally covered under the 72 days owed by contract (4/22/20 to 7/3/20), but pushed out past this to August 31, 2020. Compensation granted in Amendment 2 was enough to cover the extension in design)." Design services were extended by 61 days beyond the originally-contracted 72 days.

When comparing the fees for the Phase II being sought by DCS for CA with the Architect's fees, CA fees are excessive. Architect fees related to this entire Phase II project is \$138,700 vs. CA's \$265,035. This ARC fees includes additional fee (\$7,000) for multiple iterations of design and furniture service fee of \$1,000. The total Phase II project cost per DCS is \$2,152,346. Meaning Architect is charging 6% fee while CA is charging 12% fee for the same project. This is not consistent with the DCS's standards and industry standard.

DCS 5-10-21 Response: Skanska was also working on extra work items at this time that are now included in Amendment 3. Does the board's calculation also include the value of the IT cooling and upgrades at the elevator machine rooms?

Staff Response: None of the above items were introduced when DCS submitted original Amendment #3. Only after the Board asking questions and validity of the compensation sought by DCS, DCS introduced these items. It is DCS's responsibility not the Board's to show calculations and justify additional compensation that is not covered by the original contract. Total cost for these 3 items [a) CO-258 - Elevator Machine rooms = \$240,516; b) CO-272 - Cooling work for IT closet = \$62,033; c) CO-259 - Main Entry Lobby/Café = \$9,941] = \$312,490 (plus \$2,152,346 - Phase II work) = \$2,464,836 x 5% = \$123,241(DCS is seeking total of \$265,035 between Amendment 2 and 3). This equals 11%.

3. DCS to provide appropriate staffing matrix identifying all the phases of the work that must match with the Payment Requisitions from Gilbane as well as Skanska and the actual work that was performed.

DCS Response: (This was already provided to the Board, see attached)

Staff Response: DCS had provided staffing matrix – see above. The following includes a breakdown of the original schedule under Amendment #2, with the actual schedule including the expanded scope of work. As stated before, CA is responsible to provide services agreed based upon the project schedule and scope. Therefore, any fees related to the original project should be covered with the fees approved for that phase.

DCS 5-10-21 Response: Lobby/café CO pushed out well beyond Skanska's contractual time. They are due compensation. Also, IT cooling and upgrades at the elevator machine rooms were not part of original scope.

Staff Response: Why was the IT cooling and upgrades at the elevator machine room and other 2 items not mentioned in the original Amendment 3 that was rejected? Also, DCS has not segregated costs dedicated to Phase II vs. costs related to the original project or change orders.

Skanska CA	2020												2021					Projected Billing for Project			
	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Total Hrs	Rate	Amount					
Project Management	start	end																			
Sr. PM K. Kane (Design) - A2 Approved	4/15/20	6/30/20																0	\$220	\$0	
Actual	4/15/20	8/31/20																			
Sr. PM K. Kane (Procurement) - A2 Approved	7/1/20	8/14/20																16	\$220	\$3,520	
Actual	9/2/20	10/29/20																			
Sr. PM K. Kane (CA Services) - A2 Approved	8/17/20	11/30/20																112	\$220	\$24,640	
Actual	6/15/20	7/30/20																			
Actual	7/1/20	10/31/20																			
Actual	7/1/20	12/15/30																			
Rich L'Heureux (Design) - A2 Approved	4/15/20	6/30/20																0	\$175	\$0	
Actual	4/15/20	8/31/20																			
Rich L'Heureux (Procurement) - A2 Approved	7/1/20	8/14/20																166	\$175	\$29,050	
Actual	9/2/20	10/29/20																			
Rich L'Heureux (CA Services) - A2 Approved	8/17/20	11/30/20																441	\$175	\$77,175	
Actual	6/15/20	7/30/20																			
Actual	7/1/20	10/31/20																			
Actual	7/1/20	12/15/30																			
	0	0	0	89	205	205	118	118	—	—	—	—	—	CA Fees approved under A2	735	—	\$134,385				
PROPOSED TO FINISH																					
Skanska CA	2020												2021					Projected Billing for Project			
Project Management	start	end											Total Hrs	Rate	Amount						
#21-050 Sr. PM K. Kane (CA Services)	10/19/20	3/31/21											20	20	20	20	80	\$220	\$17,600		
#21-050 Rich L'Heureux (CA Services)	10/19/20	3/31/21											35	87	173	173	86	\$175	\$113,650		
													Proposed CA Fees - A3	38	87	193	193	106	109	726	\$130,650

4. The Board noticed that Skanska is not billing the State on a monthly basis as required by Section C of the Amendment#2 Contract. August and November monthly fees were lumped with other months.

DCS Response: (Skanska was saving cash flow so they would not have a \$0 balance to bill against, which would set off red flags in their accounting department. Their hope was that Amendment 3 would be approved to bill against before they were fully billed out)

Staff Response: The concern here is that Skanska is non-compliant with the requirements of the contract and did not submit monthly invoices. DCS reasoning does not make sense and justify why there are missing monthly invoices.

DCS 5-10-21 Response: It is standard industry practice not to payout a consultant 100% if there is remaining work to be done on a project. DCS agreed with the approach and finds no issue.

Staff Response: The question is not standard industry practice. The question is DCS contract requirements and Skanska's non-compliance related to billing.

5. The Board also noticed error/conflicting information that originated right from Skanska's proposal and carried through the contract. This error relates to Skanska's Sr. PM's time.

DCS Response: (This was clarified during the last submission)

Staff Response: The errors were corrected from Amendment #3. OK

6. The construction cost and the scope of the project remains same, however, the CA fee has increased from 6% to almost 13%. Is this consistent with DCS policy and normal for DCS projects?

DCS Response: (We do not know how you are calculating these numbers of 6% and 13%. DCS is ok with the cost. See breakdown:

- Original construction cost: \$145,644,300 / Original Skanska Fee: \$3,935,978 (2.7%)
- Revised construction cost with added scopes: \$164,296,713 / Revised Skanska Fee: \$4,856,513 (2.9%)

Staff Response: The Board is not sure how DCS is calculating and mixing up this Phase II project that is totally independent of the original project. Your questioning is contrary to how DCS had calculated percentages back in August 2020. Initially, when asked why DCS is not undertaking this Phase II as a new project during Architect contract review, DCS had indicated that in order to save time and money, it

was recommended by DC Petra that this Phase II be given to current team (original project) working and available. If DCS had not retained the current team, the new CA's compensation would have been calculated separately and independent of the original project cost. Therefore, is this 12% CA fees consistent with DCS policy and normal for DCS projects, especially this straightforward relocation project?

**DCS 5-10-21 Response:** DCS does not agree with the 12% calculation. Does the board's calculation also include the value of the IT cooling and upgrades at the elevator machine rooms?

**Staff Response:** Again, DCS is seeking additional compensation and therefore, it is DCS's obligation to justify the compensation. See Item 2 above that shows all the calculations.

7. Upon review of the Gilbane and Skanka's payment requisitions, the Board has noticed that work related to the larger project is still continuing and services provided by Skansa. The Board was informed that the State is not being charged for this additional hours spent by Skansa. In the next submission, DCS should identify all the hours that Skansa is devoting to the larger project including Phase II work, separately. The Board reserves right to request time sheets for the staff identified.

**DCS Response:** (All of this work was happening simultaneously making impossible to break out hours, the Board has the resubmission)

**Staff Response:** DCS is seeking approval of the amendments that is 100% charged to Phase II project even though there has been work related to the larger project still continuing. Skansa's invoices do not reflect or charge time to the larger project. As stated before, CA is responsible to provide services related to original project as the fees are based on project duration and scope and not change orders. Skansa should have kept separate logs for work related to Phase II as it was a separate and independent project and fees were approved as such.

**DCS 5-10-21 Response:** IT cooling and upgrades at the elevator machine rooms were separate and apart from the base construction.

**Staff Response:** As stated above, these upgrades were introduced only after the Board questioning the CA fees.

8. In the next re-submission, DCS must provide proper scope, backup and justification for additional time and fees.

**DCS Response:** (This has been done, the Board has the resubmission)

**Staff Response:** This information provided does not justify additional compensation.

**DCS 5-10-21 Response:** DCS disagrees. It is very clear Skanka is due compensation for extended Phase II services, lobby and café closeout that happened outside of contract time, IT cooling additions and upgrades at the elevator machine rooms. It is unclear how the Board believes Skansa should have done this work at no cost, as this is all extended or added scope.

**Staff Response:** Board is not opposed to additional compensation to Skansa for their work. There has to be justification based on the type of work, \$ amount and CA's responsibilities under the original contract.

**RECOMMENDATION:** The recommendation will be based on DCS's responses to the questions raised. This is Amendment #3 to compensate Skansa USA Building, Inc. for additional construction administration services. The overall basic service fee of \$265,035 is equivalent to approximately 12.0% of the \$2,152,346 construction budget and is well above the 5% guideline rate for CA services.

DCS notes within Amendment #3 "The payment of the sum due under this Amendment represents full and final payment to the Construction Administrator for services rendered in connection with the

Project as of the date of this Amendment.”

On August 31, 2020, under PRB File #20-161, the Board approved Amendment #2 to the contract to provide expanded design services totaling \$134,385, for CA Services in conjunction with the following scope.

- The fit out of existing empty ground floor space for relocated Trinity Street occupants;
  - Comptroller workstation changes;
  - Installation of screening to block work areas from the bathrooms and break rooms;
  - Glass screening at the main lobby desk.

The period of weeks covered by the scope and fee under Amendment #2 were:

Phase 1\* – Design Review, is covered under the original CA contract's additional 72 days. Skanska is not seeking compensation for time pertaining to this work;

Phase 2 – Procurement (6 weeks); and

Phase 3 – Construction Administration (16 weeks), of which the Consultant reduced their services from 173 hours/month to 86 hours/month during the final two months of the project.

Under this proposed AMENDMENT #3 with Skanska USA Building, Inc., the fee is intended to compensate the Consultant an additional \$130,650 for additional CA Services in conjunction with the following:

- The fit out of existing empty ground floor space for relocated Trinity Street occupants;
  - Comptroller workstation changes;
  - Installation of screening to block work areas from the bathrooms and break rooms;
  - Glass screening at the main lobby desk.

Skanska CA			PROPOSED TO FINISH										Projected Billing for Project			
			2020					2021								
Project Management	start	end	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Total Hrs	Rate	Amount	
#20-161 Sr. PM K. Kane (Procurement)			0	16	0	0	0						16	\$ 220	\$ 3,520	
#20-161 Sr. PM K. Kane (CA Services)			0	16	32	32	32						112	\$ 220	\$ 24,640	
#20-161 Rich L'Heureux (Procurement)			89	77	0	0	0						166	\$ 175	\$ 29,050	
#20-161 Rich L'Heureux (CA Services)			0	96	173	86	86						441	\$ 175	\$ 77,175	
			89	205	205	118	118						735		\$ 134,385	
#21-028 Sr. PM K. Kane (Procurement)			0	0	0	0	0	0	0	0	0	0	0	\$ 220	\$ -	
#21-028 Sr. PM K. Kane (CA Services)			0	0	0	0	0	20	20	20	20	0	80	\$ 220	\$ 17,600	
#21-028 Rich L'Heureux (Procurement)			0	0	0	0	0	0	0	0	0	0	0	\$ 175	\$ -	
#21-028 Rich L'Heureux (CA Services)			0	0	0	38	87	173	173	86	89	0	646	\$ 175	\$ 113,050	
			0	0	0	38	87	193	193	106	109		726		\$ 130,650	
Skanska Billing (Amend #2)			\$0	\$0	\$53,754	\$34,940	\$0	\$45,691	\$0							\$134,385
Gilbane Billing			\$589,266.61	\$1,357,337.25	\$841,232.66	\$491,492.76	\$19,076.87	\$1,002,859.09	\$701,236.00	\$426,423.77						\$5,928,961.01
			#46	#47	#48	#49	#50	#51	#52	#53						

The construction duration as estimated in Amendment 2, and Skanska's construction administration services were anticipated to end at the end of November 2020; which was not long enough. Upon receipt of the CMR's proposal for this work, it was apparent that more time was needed to complete the work. When Skanska and Amenta/Emma estimated the original construction duration for this work, it was assumed the subcontractors who performed work on the base project would be at the ready to begin work. Unfortunately, the subcontractors had moved on to other projects after completion of the base project on 6/15/2020. It was difficult scheduling the subcontractors to come back for this agency requested change order work.

Just for clarification, Skanska is due compensation for the month of October, part time for the first 13 working days of October and full time for the last 9. This is because construction of the phase two work began October 20<sup>th</sup>. This equates to a 38 hour add to the proposal for Amendment 3, on top of what was granted in Amendment 2.

The following is a summary of the Consultants Hours for Procurement (Phase 2) and CA Services (Phase 3) under the Approved Amendment #2 (#20-161) and proposed Amendment #3 (#21-028).

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

The overall construction budget was increased to \$164,296,713 (from original \$139,736,664 & \$158,019,761 A#1) and the total project cost was increased to \$206,500,000 (from original \$246,426,220 & \$205,490,186 A#1).

SUB Fee for Basic Services (PRB 16-257)	<u>COST (\$)(BASIC)</u>	<u>COST (\$)(SPECIAL)</u>	C. Budget (\$)	(%) Budget
Pre-Construction Phase Services	\$479,300			
Bidding and Review Phase	\$167,755			
Construction Administration Phase	\$2,810,860			
Close-Out Phase	<u>\$161,085</u>			
TOTAL BASIC SERVICE FEE (#16-257) (A)	\$3,619,000		\$139,736,664	2.59%
Additional CA Services for Early Start (#20-017)(A1)	\$655,000			
TOTAL BASIC SERVICE FEE (#20-017) (A)+(A1)	\$4,274,000		\$158,019,761	2.70%

Additional CA Services for Various Renovations (#20-161)(A2)	\$134,385			
Additional CA Services for Various Renovations (#21-018)(A3)	\$130,650			
TOTAL BASIC SERVICE FEE (#21-018) (A)+(A1)+(A2)+(A3)	\$4,539,035		\$164,296,713	3.00%
<u>SPECIAL SERVICES:</u>				
Building Envelope Commissioning		\$137,003		
MEP Commissioning		\$97,975		
Scheduling & Estimating Services		<u>\$82,000</u>		
TOTAL SPECIAL SERVICES(B)		\$316,978		
TOTAL FEE (PRB #21-018) (A)+(A1)+(A2)+(A3) + (B)		\$4,856,013	\$164,296,713	3.00%

Staff sought clarifications to the following:

- When did DCS receive CMR's proposal?

DCS Response: Gilbane Provided original proposal for ground floor fitout on 10/5/2020. (Please also refer to the attached spread sheet that shows timeframes for all "Phase II" work.

Staff Response: OK

- Pl confirm that the scheduled value for this Phase II work is \$1,969,548.

DCS Response: "Phase II" work includes 4 parts; the ground floor fit out (\$1,969,548), Comptroller workstation changes (\$0), Screening at all breakrooms (\$172,857.13), Retrofit of the lobby desk (\$9,941.00). Total cost of Phase II, (\$2,152,346.13)

Staff Response:

Ground floor fit out, via change order 274 - (\$1,969,548)

Screening at all breakrooms – Per DCS – change order 267 was for screening – the amount is \$12,325 (not able to find all the COs totaling \$172,857.13)

For the lobby desk retrofit, via change order 259 (\$9,941)

- Under Amendment #2, the Consultant was to provide Design Review Services (Phase 1), with compensation for the 72-day period included under the original Contract. Provide beginning and end date of this Phase 1.

DCS Response: April 15, 2020 to August 14, 2020. Please see attached break down.

Staff Response: Need accounting for the design phase hours spent during the 72-day period. After the discussion with DCS staff, it is our understanding that the hours spent during July and August included design phase in addition to other minor work. The July and August hours were slated for procurement under Amendment #2. It is unclear as to how many hours were spent for design phase based on the review of the monthly payment requisition from Skanska. It is clear that the DCS is seeking to allocate July and August hours to the design phase. Initially, this was not clear from DCS submission.

- The AG approved Amendment #2 on 9-10-20. When did DCS issue Notice to Proceed (NTP) for the Procurement Phase under Amendment #2 and when was that Phase completed.

DCS Response: Procurement phase NTP was issuance of PR 218B on 9/2/2020. Please see attached break down.

Staff Response: Under Amendment #2, the Procurement Phase was budgeted at 6 weeks. Actual time needed was from 9-2-20 to 10-29-20, or 57 days/8.1 weeks. DCS stated "Conn Acoustics was the drywall contractor on the base project. At the time Conn was not pleased with some change orders Skanska/DCS cut during base construction and getting them to price this work was very difficult. In light of Conn being difficult, Gilbane reached out to Partitions to do this scope of work for the ground floor fit out rather than go with Conn. This caused a delay in procurement but resulted in the best price and better quality work for the State."

- For the period ending 9/30/2020, the Consultant submitted Payment Application #40 in the amount of \$53,754 which was approved by DCS. It is not clear as to what portion of this Payment was attributable to the Phase 2 (Procurement) Services and Phase 3 (CA) Services.

- When did CMR enter into contract with the contractor for this Phase II work? When did the contractor begin this work?

DCS Response:

For the fitout piece, via change order 274 on 10/29/2020. – Work started 10/19/2020 – almost 84% complete per Payment Req. 53 (\$1,969,548)

For the screening, via change order 267 on 9/29/2020. – Work started 9/9/2020 – 100% complete – end of October per Payment Req. 49 (\$12,325)

For the lobby desk retrofit, via change order 259 on 7/28/2020. – Work has not yet started. – 43% complete – end of February per Payment Req. 53 (\$9,941)

Staff Response: inconsistencies found in responses.

6. Under Amendment #2, the Consultant was approved for 16 weeks of CA Services (Phase 3). When did DCS issue NTP for the CA Services (Phase 3)?

**DCS Response:** NTP for all parties was considered the signing of Change Order 274, 10/29/2020. (Fitout only)

**Staff Response:** If NTP for CA Services (16 weeks, totaling \$101,815) was 10/29/2020, it is not clear as to what level of CA Services were provided by the Consultant with respect to the Screening at Breakrooms portion of the project that commenced on 9/9/2020 and ended on 10/29/2020.

7. Under Amendment #2, the Consultant was approved for 16 weeks of CA Services (Phase 3). If the CA Services were initiated ‘part time’ in October 2020, please clarify why DCS seeks Board approval for CA Services through March 2021, approximately 20 weeks in addition to the ‘part time’ work in October 2020.

**DCS Response:** During initial planning of the phase II work, Skanska and Amenta Emma estimated the original durations as found in the attached breakdown. Design, Procurement/Negotiations and Construction all pushed out as listed in the attached breakdown.

**Staff Response:** The total construction cost has not increased. Under Amendment #2, the CA fee was about 6% of this construction cost. Under this Amendment #3, the CA fee is about 13%. The CA fee has doubled. We understand that the schedule slipped because of contractor issue, etc. The question remains why either the CMR, or Amenta or Skanska or DCS confirmed whether the contractor is available? The approved staffing should have been adjusted based on the actual work being performed.

Ground Floor Fitout				
	Estimated Timeframe		Actual Timeframe	Reasons for delay
<b>Ground Floor fitout design</b>	April 15, 2020 to June 30, 2020	<b>4/15/2020</b> 6/30/2020	April 15, 2020 to August 14, 2020	<b>4/15/2020</b> 8/14/2020 Occupying agencies required more options than the (2) revisions as figured. Also Furniture services were added. (See Amenta Emma Amendment 4) these delayed the design. Drawings were sent to OSB/OSFM for review on 8/17/2020
		<b>Days</b> 76	<b>Days</b> 121	
			August 17, 2020 to August 31, 2020	<b>8/17/2020</b> OSB/OSFM review of drawings prior to issuing PR.
				<b>8/31/2020</b> 14
<b>Ground Floor fitout procurement and negotiations</b>	July 1, 2020 to August 14, 2020	<b>7/1/2020</b> 8/14/2020	Sept. 2, 2020 to Oct. 29, 2020	<b>9/2/2020</b> Conn Acoustics was the drywall contractor on the base project. At the time Conn was not pleased with some change orders Skanska/DCS cut during base construction and getting them to price this work was very difficult. In light of Conn being difficult, Gilbane reached out to Partitions to do this scope of work for the ground floor fitout rather than go with Conn. This caused a delay in procurement but resulted in the best price and better quality work for the State.
		<b>Days</b> 44	<b>Days</b> 57	
<b>Ground Floor fitout construction</b>	August 17, 2020 to Nov. 30, 2020	<b>8/17/2020</b> 11/30/2020	Oct. 19, 2020 to March 31, 2021	<b>10/19/2020</b> Procurement of materials with long lead times drove the schedule. Long lead items were: light fixtures (14 week lead time), wood doors (14 week lead time) as well as millwork ***these lead times are reflected in Gilbane's schedule for the work (included in CO 274) These lead times were as long as the original assumed schedule.
		<b>Days</b> 105	<b>Days</b> 163	
<b>Screening at Break Rooms</b>			Sept. 9, 2020 to October 13, 2020	<b>9/9/2020</b> 10/29/2020 50

Reviewing Gilbane's payment reqs, majority of payment is for work is related to other bigger project - from Application 45 (through 6/30/2020) to Application 53 (through 2/28/2021).

8. Please clarify why under Amendment #2, the Consultant allocated only 16 hours (1 month) during CA Services (Phase 3) for Senior PM Kane and under this proposed Amendment #3 the Consultant is now allocating 20 hours/month during CA Services (Phase 3) for Senior PM Kane for four consecutive months – December 2020 through March 2021.

**DCS Response:** Our apologies, this was a mis-label on the staffing chart in Amendment 2, the “32” hours should have been under phase 3. In Amendment 2, Skanska was granted 32 hours per month for Kevin Kane. They are actually asking for less (20 hours per month) in Amendment 3.

**Staff Response:** In amendment #2, Sr PM's time was identified for Phase II - Procurement Support and Review. Upon discussion with DCS staff, they acknowledged that there was a mistake right from Skanska's proposal that carried through the DCS contract.

Upon review of the CMR's payments – the construction started in November 2020 and probably continue till end of this month. Upon review of Skanska's payments – the Phase II work was listed in Payment Application #40. There was no Phase II work in Payment Application #38 and 39. It is not

clear from these payment applications when the 72 day period starts and what type of services were provided, how many hours, etc. that can be credited towards the design phase.

Amendment #2 was specifically approved for: 1) Phase II (Procurement) and 2) Phase II (Construction Administration). It was specifically noted by DCS and the Skanska that the design was covered under the 72 days period and there was no cost associated with the Design phase in Amendment #2. This Amendment #3 submitted by DCS does not include design phase costs. This submission is not clear as to what DCS is asking for. In the write up it says extension of the CA time but in discussion it also includes Design Phase time. Skanska's Payment Req does not identify 72 days and separate item for Phase II work related to design phase.

In the spreadsheet provided for staffing – there are X for months of May, June, July for Kane; and X for months of May, June for Rich. Why Rich's time is paid for if it is part of 72 days? Why are there payments to Skanska if these are no cost to State?

**RECOMMENDATION:** It is recommended that SPRB **REJECT** Amendment #3 to compensate Skanska USA Building, Inc. for additional construction administration services as it is not justified why the fees are doubled while the construction cost remains the same. DCS should resubmit this Amendment #3 with proper scope, backup and justification for additional CA time.

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FROM PRB #20-161  
AUGUST 28, 2020  
Revised Consultant Fee: \$134,385 (Reduction of \$30,450)

**CONSULTANT FEE: \$164,835**

On February 24, 2020, under PRB File #20-017, the Board approved Amendment #1 to the contract to provide expanded design services totaling \$655,500, for the following scope.

The Consultant stated the following additional services were required:

- Additional CA Services for an Early Start from March 27, 2017
- The original Project GMP was split into two GMPs, one each for the SOB and Parking Garage
- Early work due to WAOs.

Under this proposed AMENDMENT #2 with Skanska USA Building, Inc., the fee is intended to compensate the Consultant an additional \$134,385 for additional CA Services in conjunction with the following:

- The fit out of existing empty ground floor space for relocated Trinity Street occupants;
- Comptroller workstation changes;
- Installation of screening to block work areas from the bathrooms and break rooms;
- Glass screening at the main lobby desk.

The period of weeks covered by this scope and fee, are

Phase 1\* – Design Review, is covered under the original CA contract's additional 72 days. Skanska is not seeking compensation for time pertaining to this work;

Phase 2 – Procurement (6 weeks); and

Phase 3 – Construction Administration (16 weeks), of which the Consultant reduced their services from 173 hours/month to 86 hours/month during the final two months of the project.

*\*Please note: Phase 1 – Programming/Design Development Support and Review, is covered under the original CA contract's additional 72 days. Skanska is not seeking compensation in this amendment for time pertaining to this work. Only compensation for Phase 2 and 3 are being sought in this amendment.*

### REVISED STAFFING MATRIX

PROJECTED LABOR		2020												Projected Billing for Project		
		Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Hrs	Rate	Amount
Project Management																
Project Management																
K. Martin	hrs/month													0	\$ 225	\$ -
H. Cence														0	\$ 220	\$ -
K. Kane Phase 2	hrs/month							16	32	32	32			112	\$ 220	\$ 24,640
K. Kane Phase 3								16						16	\$ 220	\$ 3,520
P. Benitez-Scheduler														0	\$ 195	\$ -
R. Benzinger														0	\$ 140	\$ -
R. L'Hereux-Phase 2								89	77					166	\$ 175	\$ 29,050
R. L'Hereux-Phase 3								96	173	86	86			441	\$ 175	\$ 77,175
														0	\$ -	
Supervision/Office Support														0	\$ -	
Administration														0	\$ -	
Accounting														0	\$ -	
IT Labor														0	\$ -	
<b>TOTAL LABOR PROJECTED (MONTHLY)</b>		-	0	0	0	0	0	0	89	205	205	118	118	0	735	<b>134,385.00</b>

July 20, 2020 revision 3 notes:  
1.) Eliminated staffing overlap with original agreement  
2.) Added breakout of Phase costs for staff (K. Kane & R. L'Hereux)

PHASE 1      PHASE 2      PHASE 3

### ORIGINAL STAFFING MATRIX

The staffing for this work will be structured as follows:

PROJECTED LABOR		2020												Projected Billing for Project		
		Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Hrs	Rate	Amount
Project Management																
Project Management																
K. Martin	hrs/month													0	\$ 225	\$ -
H. Cence														0	\$ 220	\$ -
K. Kane Phase 2	hrs/month							16	32	32	32			112	\$ 220	\$ 24,640
K. Kane Phase 3								16						16	\$ 220	\$ 3,520
P. Benitez-Scheduler														0	\$ 195	\$ -
R. Benzinger														0	\$ 140	\$ -
R. L'Hereux-Phase 2								89	77					166	\$ 175	\$ 29,050
R. L'Hereux-Phase 3								96	173	173	173			615	\$ 175	\$ 107,625
														0	\$ -	
Supervision/Office Support														0	\$ -	
Administration														0	\$ -	
Accounting														0	\$ -	
IT Labor														0	\$ -	
<b>TOTAL LABOR PROJECTED (MONTHLY)</b>		-	0	0	0	0	0	0	89	205	205	205	205	0	909	<b>164,835.00</b>

PHASE 1      PHASE 2      PHASE 3

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

The overall construction budget was increased to \$164,296,713 (from original \$139,736,664 & \$158,019,761 A#1) and the total project cost was increased to \$206,500,000 (from original \$246,426,220 & \$205,490,186 A#1).

SUB Fee for Basic Services (PRB 16-257)	<u>COST (\$)(BASIC)</u>	<u>COST (\$)(SPECIAL)</u>	<u>C. Budget (\$)</u>	<u>(%) Budget</u>
Pre-Construction Phase Services	\$479,300			
Bidding and Review Phase	\$167,755			
Construction Administration Phase	\$2,810,860			
Close-Out Phase	<u>\$161,085</u>			
TOTAL BASIC SERVICE FEE (#16-257) (A)	\$3,619,000		\$139,736,664	2.59%
Additional CA Services for Early Start (#20-017)(A1)	\$655,000			
TOTAL BASIC SERVICE FEE (#20-017) (A)+(A1)	\$4,274,000		\$158,019,761	2.70%
Additional CA Services for Various Renovations (#20-161)(A2)	\$134,385			
TOTAL BASIC SERVICE FEE (#20-161) (A)+(A1)+(A2)	\$4,408,385		\$164,296,713	2.68%
<b>SPECIAL SERVICES:</b>				
Building Envelope Commissioning		\$137,003		
MEP Commissioning		\$97,975		
Scheduling & Estimating Services		<u>\$82,000</u>		
TOTAL SPECIAL SERVICES(B)		\$316,978		
TOTAL FEE (PRB #20-161) (A)+(A1)+(A2) + (B)		\$4,725,363	\$164,296,713	2.88%

Staff sought clarifications to the following:

1. Explain what services were provided by the CA for Phase I (Design services)?

**DCS Response:** See attached excerpt from Skanska contract outlining Design Phase Services

**Staff Response:** SPRB - I understand overall services, what specific services were provided by Skanska for this phase of the project? This is a straight forward agency relocation and tenant fit out project (for most part).

**DCS Response:** Skanska's work was minimal for design of the tenant fit out. Please note, Skanska is not seeking compensation for "phase 1" of the tenant fit out which was design, this is reflected in their proposal's manpower chart. Any work associated with the design of the tenant fit out was absorbed in their original contract time.

**Staff Response:** It was discussed with DCS that majority of the phase I design discussed here was undertaken by DAS Facilities Management and the Architect. Just want to make sure that we are not talking about lot of hours under this phase.

2. Provide a breakdown of the construction estimates for the work to be conducted under this amendment

**DCS Response:** Please see attached "BI-2B-381 – Phase Two Cost Breakdown"

**Staff Response:** SPRB - Pl provide further breakdown of construction and furniture line item.

**DCS Response:** Please see attached. The breakdown provided shows construction and furniture costs.

**Staff Response:** Staff discussed various costs associated with construction and furniture costs with DCS staff. Their revised proposal took into consideration these costs in determining CA fees.

3. How were the hourly rates verified? What hourly rates were used for the original project?

**DCS Response:** New rates came from Skanska are as of 2020 Original hourly rates per contract from 2016.

Staff Response: OK

4. Expand on what procurement services will be provided by the CA

DCS Response: This work will be initiated via a change order to Gilbane. Skanska will take the lead on reviewing the change order proposal that is submitted. They will vet all sub-contractor and Gilbane staffing costs against the design for accuracy and lead negotiations to reach the fairest price due the State.

Staff Response: SPRB - This project is primarily tenant fit out and related components. The services estimated are excessive based on the project scope.

DCS Response: The fit out is more than just furniture. The ground floor shell space is currently a blank unfinished space. All related walls, MEP, ceiling and finishes will need to be installed. This is far more than furniture in a room, this is full on construction.

Staff Response: OK

5. Pl justify why a full time staff is required for this scope.

DCS Response: Just like any other project, this “phase two” work is essentially a smaller project on its own. It will have a submittal/RFI process that needs to be overseen by Skanska. Skanska will also need to be monitoring work in the field as laid out in their original contract

Staff Response: SPRB - Again, this is primarily a tenant fit out project. Skanska's services will be limited and seems excessive. The compensation exceeds allowable up to 5% for CA for these type of tasks.

DCS Response: If you take just construction cost (including Gilbane fees as this is part of construction), total construction is \$2,548,955. Skanska's fee is 6% of this number. Please keep in mind actual cost of construction could very well come in higher since this is being done via a change order to Gilbane and not competitively bid. Skanska's original proposal for this work was \$187,440, DCS negotiated their cost down to \$164,835. (Original proposal attached for reference).

Staff Response: After discussion between staff and DCS, a revised proposal was submitted taking into consideration the concerns.

6. Why did the overall construction budget increased by almost \$6.3 million and total project cost by \$1.0 million?

DCS Response: Construction Budget: Original GMP was \$145,644,300. Change Orders have increased Gilbane's contract to \$161,252,758. We are carrying \$164,296,713 to cover anymore pending or unforeseen changes.

Project Budget: Please see attached PDF labeled “Total Funding”. \$206,500,000 was always authorized for this project. We only ever received \$204,258,751. Bond request for \$2,241,249 was submitted on 4-13-2020 (attached) for remaining funds. Last \$550K was transferred back to the project after being allocated elsewhere.

Staff Response: OK

7. Will the hours be adjusted depending on how the project is being implemented?

DCS Response: No, the hours will be fixed. Just like a new project, we set the parameters for schedule, the CMR provides a plan and price to meet that schedule. This way we can meet the needs of DAS FM and the agencies who will take residence in these new spaces.

Staff Response: SPRB - the hours estimated for this project does not commensurate with the type of project and activities/tasks being undertaken by this TL.

DCS Response: In this proposal we are getting a pretty standard service. Skanska is providing a full time field representative (Rich L'Hereux) and part time project manager (Kevin Kane). This is much less than what was provided for the initial project. For the initial project Skanska had 4 full time people. Again this fit out is actual construction, not just furniture.

Staff Response: DCS presented a new revised Proposal reducing the hours of supervision in the final two months of the project from 173 hours/month to 86 hours/month. The reduced hours are more commensurate with the scope of the project. The reduction in hours represents savings to the state in the amount of \$30,450.

**RECOMMENDATION:** It is recommended that SPRB **APPROVE** Amendment #2 to compensate Skanska USA Building, Inc. for additional construction administration services. The reduced hours are more commensurate with the scope of the project. The reduction in hours represents savings to the state in the amount of \$30,450.

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FROM PRB #20-017

PROPOSED AMOUNT: \$655,500

At the State Properties Review Board meeting held on November 10, 2016, the Board approved #16-257 (BI-2B-381-CA), in the amount of \$3,935,978, for the Renovations and New Parking Garage Project. The AG approved the Consultant Contract on December 20, 2016. Exhibit A, Section II (G) of the Contract states the following:

*Site Preparation and/or Demolition: DCS has the ability pursuant to Section 4b-103 of the Connecticut General Statutes, as revised, to authorize and proceed with the project elements of site preparation, demolition, public utility installation and connections, and building envelope components including the roof, doors, windows, and exterior walls, or portions thereof, that have been previously put out to bid and awarded, prior to submission and approval of the GMP. The specific services and scope of work to be performed will be described in one or more Work Authorization Orders, as that term is defined in the General Conditions of the Contract for Construction. DCS may, on occasion, utilize this option. If DCS chooses to utilize the Work Authorization Order(s), the impact on the C.A.'s scope of services and fees will be reviewed, and if appropriate, renegotiated at that time.*

This section of the Contract comports with the enabling legislation (4b-103).

DCS is now seeking approval of an additional \$655,500 in fees for additional CA Services as the initial scope of work was expanded under the Consultant Contract as the Construction Manager at Risk (CMR) issued four Work Authorization Orders (WAO).

WAO	Activity	WAO Cost	WAO % of GMP	WAO Start	End
#1	Parking Garage Demo & Abatement	\$2,677,314	4.04%	3/27/2017	1/31/2018
#2	Parking Garage Structural Precast Design, Fabrication & Sitework.	\$16,694,442	25.19%	6/16/2017	1/31/2018
#3	State Office Building Demo & Abatement	\$12,217,515	14.12%	8/30/2017	1/31/2018
#4	State Office Building Glass & Glazing Procurement	\$4,188,167	4.84%	9/19/2017	1/31/2018

**Note:** End date coincides with CMR commencement of Construction Phase. CGS 4b-103 requires WAO cannot exceed 25% of GMP.

The Consultant provided the following matrix to support their request for compensation:

2017													
Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan			
CHANGE ORDER #1 LABOR											Total	Rate	Amount
	32	32	32	32	32	32	32	32	32	32	320	\$215	\$68,800
	64	64	64	64	64	64	64	64	64	64	640	\$205	\$131,200
			173	173	173	173	173	173	173	173	1,384	\$145	\$200,680
	87	173	173	173	173	173	173	173	173	173	1,644	\$155	\$254,820
											3,988		\$655,500

The Consultant stated the following additional services were required:

- Additional CA Services for an Early Start from March 27, 2017

- The original Project GMP was split into two GMPs, one each for the SOB and Parking Garage
- Early work due to WAOs.

The overall construction budget was increased to \$158,019,761 (from \$139,736,664) and the total project cost was decreased to \$205,490,186 (from \$246,426,220).

SUB Fee for Basic Services (PRB 16-257)	COST (\$)(BASIC)	COST (\$)(SPECIAL)	C. Budget (\$)	(%) Budget
Pre-Construction Phase Services	\$479,300			
Bidding and Review Phase	\$167,755			
Construction Administration Phase	\$2,810,860			
Close-Out Phase	\$161,085			
<b>TOTAL BASIC SERVICE FEE (#16-257) (A)</b>	<b>\$3,619,000</b>		<b>\$139,736,664</b>	<b>2.59%</b>
Additional CA Services for Early Start (#20-017)(A1)	\$655,000			
<b>TOTAL BASIC SERVICE FEE (#20-017) (A)+(A1)</b>	<b>\$4,274,000</b>		<b>\$158,019,761</b>	<b>2.70%</b>
<b>SPECIAL SERVICES:</b>				
Building Envelope Commissioning		\$137,003		
MEP Commissioning		\$97,975		
Scheduling & Estimating Services		<u>\$82,000</u>		
<b>TOTAL SPECIAL SERVICES(B)</b>		<b>\$316,978</b>		
<b>TOTAL FEE (PRB #20-017) (A)+(A1) + (B)</b>		<b>\$4,590,978</b>	<b>\$158,019,761</b>	<b>2.91%</b>

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

1. The CMR Contract was approved by the AG on 5-31-16 and the AG approved the Consultant Contract on 12-20-16. Please clarify why this amendment is being presented to the Board for approval nearly three years after the early work commenced and almost a year after the Consultant submitted their request in May 2019?
It was not decided until early 2017, after the issuance of the CMR and CA contracts that the team decided to use WAOs to get a head start on key items to help kick start the project. Once work commenced, Skanska was very busy in performing their contracted work and final GMP signing was also not nailed down date wise. In order to keep the project moving, WAOs were the option to keep moving with key items. Skanska did take some time in producing their request since they were working full throttle in the early work and DAS Legal went to great lengths to make sure a fair price was being negotiated for the State.
2. When was the GMP determined, provide the date
First GMP amendment (Garage and WAOs) was November 8, 2017 and Second GMP Amendment (Entire Project) was executed January 31, 2018.
3. What was the construction duration based on CMR contract for both garage and the building? How many days?
720 days
4. What was the substantial completion date per CMR contract for both garage and the building?
The Garage was February 19, 2019. The Building was January 23, 2020.
5. Has this substantial completion date been extended for both garage and/or building? Why?
The garage date was extended due to enormous volumes of contaminated soils being uncovered to August 12, 2019. For the building, the substantial completion date has been extended to March 16, 2020 due to the following; excessive unforeseen conditions (both contaminated soil property and building conditions), the need to field verify new structure in order to release lobby finishes and Gilbane was directed to shift the majority of their focus from non-essential public spaces of the building to the employee occupied spaces to allow the timely move in of state employees from 55 Elm to collapse the expensive lease. The early move in dates were not part of the GMP agreement.
6. Didn't project include all the activities identified as WAO in the original CA contract?
Yes, the project did include all activities in the WAOs, however, these activities were pulled out of the 720 days in order to start early and complete the project on time, Skanska had to provide staffing for 10 additional months.
7. What is the status of the Consultant Contract with respect to the 792 construction phase services (+90 day closeout) and extension of the project to January 2020.
Skanska is now working on closeout for portions of the building and garage and construction phase services for others (i.e. the ground floor and site)
8. Pursuant to CGS 4b-103, please provide copies of the following:
a. four WAO's submitted by the CMR and approved by DCS (You already provided this today, I will review them and see if I have any questions on those)
OK

<p><i>b. copies of bids (just summaries not the entire bid package) that were awarded prior to authorization of each WAO. Pl provide dates when these packages were put out to bid and the award dates.</i></p>
<p>Will need more time to provide official award dates since these contract awards are between Gilbane and their subs. Copies of the bid packages are included in email. WAO 1 - Garage Demo and Abatement - Manafort - out to bid January 3, 2016, WAO 2 - Garage Structural Precast - Blakeslee - out to bid March 1, 2017, WAO 3 - Building Demo and Abatement - SMI - out to bid April 26, 2017, WAO 4 - Building Glass and Glazing (Material Only) - Massey - out to bid May 17, 2017</p>
<p><i>c. Pl clarify how did these WAO's meet the requirements of CGS 4b-103(c)(3)</i></p>
<p>Total WAO's = \$35,777,438.00 and Total Construction Estimate at time of GMP = \$156,172,827.00 (WAOs were 23% of construction)</p>
<p><i>9. Clarify if the Consultant allocated specific hours to each WAO and if yes, please provide a breakdown of hours.</i></p>
<p>They did not. As with any construction activities, once the WAOs were overlapping, it was impossible to track staff's time on each item.</p>
<p><i>10. Please reconcile the staffing matrix requesting approval of \$655,500 for 3,988 hours of services (April '17 to Jan '18) with that in the matrix labeled as "Actual Hours Expended on Project For Reference Only" that identifies 5,253 hours and \$922,365 in consultant fees for the same period.</i></p>
<p>DAS Legal asked Skanska to pull time card data internally to verify the additional staffing request. Once Skanska dove into time card data, the actual hours expended were much greater than their proposal. Since Skanska had already submitted their request for \$655,500.00 it was negotiated that Skanska would receive this amount for compensation on WAO work and no more.</p>

DCS has confirmed funding is in place.

**RECOMMENDATION:** It is recommended that SPRB **APPROVE** Amendment #1 to compensate Skanska USA Building, Inc. for additional construction administration services. The overall basic service fee of \$4,274,000 is equivalent to approximately 2.70% of the \$158,019,761 construction budget and is well within the 5% maximum guideline rate for completion of the schematic design phase on this Group B Renovation Project.

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#### FROM PRB #16-257

CONSULTANT FEE: \$3,935,978

**PROJECT BRIEF**—In general this project involves the design and construction for the complete renovation of the existing State Office Building (“SOB”) located at 165 Capitol Avenue in Hartford. The overall project is envisioned to include the complete restoration of the 350,000 GSF state office building, the demolition of the Buckingham Street Parking Garage, construction of a new parking garage, various internal site improvements and public space enhancements. The SOB was originally built in 1931 and is a limestone clad structure with two partial basements, a ground floor access level and five upper floors. The overall project is also envisioned to include additional improvements such as a new surface parking lot, creation of a public plaza, streetscape enhancements and various ADA upgrades. The project site work is also envisioned to include a civic landscaped plaza, restoration of the limestone walls around the exterior boundary, redevelopment of a perimeter streetscape, construction of a new 1,000 car parking structure and other landscaping amenities. The interior building program will include the complete restoration of the historic structure, new mechanical and plumbing systems, window replacement, construction of an interior courtyard and interior space improvements for all of the agencies planned for relocation.

In November 2015 the Department of Construction Services (“DCS”) issued a Request for Qualifications (RFQ) for *Construction Administration Consultant Design Teams* related to the State Office Building Renovation and New Parking Garage Project. DCS elicited eleven (11) responses to the advertisement of which all but two (2) of respondents were considered “responsive”. After completion of the internal review process for the nine approved submittals, five firms were selected for short-list interviews. These firms were as follows, Jacob Project Management Company, Skanska USA Building, Inc., Turner Construction Company, O&G Industries, Inc. and The Morganti Group, 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 Skanska USA Building, Inc. ("SUB") as the most qualified firm.

This contract is for *Construction Administration Consultant Design Team Services* for the completion of the State Office Building Renovation and New Parking Garage Project from the initiation of a pre-construction services until the completion of construction. The overall compensation rate for this basic service is \$3,701,000 with an additional \$234,978 for special services. As such the total project fee is \$3,935,978. The special services detailed in the project scope include building envelope commissioning services, mechanical commissioning, estimating services and project scheduling. DCS has confirmed that funding is available for this contract. Project funding was approved at the September 2015 Meeting of the State Bond Commission. FEE – The costs of basic and special services are as follows:

SUB Fee for Basic Services (PRB 16-257)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	C. Budget (\$)	(%) Budget
Pre-Construction Phase Services	\$479,300			
Bidding and Review Phase	\$167,755			
Construction Administration Phase	\$2,810,860			
Close-Out Phase	<u>+\$161,085</u>			
TOTAL BASIC SERVICE FEE (#16-257) (A)	\$3,619,000		\$139,736,66 4	2.59%
<u>SPECIAL SERVICES:</u>				
Building Envelope Commissioning		\$137,003		
MEP Commissioning		\$97,975		
Scheduling & Estimating Services		<u>+\$82,000</u>		
TOTAL SPECIAL SERVICES(B)		\$316,978		
TOTAL FEE ( PRB #16-257) (A) + (B)		\$3,935,978	\$139,736,66 4	2.82%

- The RFQ posted November 2015 elicited 11 candidates. The Selection Panel interviewed five firms and recommended the appointment of SUB ranked #1 by the selection interview panel. The selection was approved by Commissioner Currey on 2/23/2016.
- SUB is locally located in New Haven, Connecticut. This firm was established in 1971 and headquartered in New York. The local office has 200± employees with 30± engineers, 20± and over 100± construction related professionals.
- Aon Risk Insurance Inc. reported that over the past 5 years SUB has been exposed to four professional and/or general liability claims of which are all closed.
- The submittal is accompanied by a Consulting Agreement Affidavit notarized on 1/11/2016.

RECOMMENDATION: It is recommended that SPRB approve the Contract for Skanska USA Building, Inc. to provide construction administration services required for the State Office Building Renovation and New Parking Garage Project. The overall basic service fee of \$3,619,000 is equivalent to approximately 2.59% of the \$139,000,000+ construction budget and is well within the 5% maximum guideline rate for completion of the schematic design phase on this Group B Renovation Project.

**Sec. 4b-103. Construction manager at-risk project delivery contracts.** (a) In order to carry out any provision of this title for the construction, renovation or alteration of buildings or facilities, the Commissioner of Administrative Services may enter into a construction manager at-risk project delivery contract.

(b) Except as provided in subsections (c) and (d) of this section, the Commissioner of Administrative Services shall not enter into a construction manager at-risk project delivery contract that does not provide for a maximum guaranteed price for the cost of construction that shall be determined not later than the time of the receipt and approval by the commissioner of the trade contractor bids. Each

construction manager at-risk shall invite bids and give notice of opportunities to bid on project elements on the State Contracting Portal. Each bid shall be kept sealed until opened publicly at the time and place as set forth in the notice soliciting such bid. The construction manager at-risk shall, after consultation with and approval by the commissioner, award any related contracts for project elements to the responsible qualified contractor submitting the lowest bid in compliance with the bid requirements, provided (1) the construction manager at-risk shall not be eligible to submit a bid for any such project element, and (2) construction shall not begin prior to the determination of the maximum guaranteed price, except for the project elements of site preparation and demolition that have been previously put out to bid and awarded.

(c) Construction may begin prior to the determination of the maximum guaranteed price for the project elements of site preparation, demolition, public utility installation and connections, and building envelope components, including the roof, doors, windows and exterior walls, provided (1) the project is the renovation of an existing building or facility; (2) the project element or elements involved in such early work have been previously put out to bid and awarded; and (3) the total cost of construction of the early work does not exceed twenty-five per cent of the estimated cost of construction for the entire project.

(d) If such project involves the renovation of an existing building or facility that will be performed in multiple phases while such building or facility remains occupied, the Commissioner of Administrative Services may enter into a construction manager at-risk project delivery contract that provides for the maximum guaranteed price to be determined for each phase of the project, prior to beginning each such phase, provided all requirements of subsection (b) of this section other than the timing of the determination of the maximum guaranteed price are complied with.

<b>PRB #</b>	<b>21-060</b>
<b>Origin/Client:</b>	DCS/DOE
<b>Transaction/Contract Type</b>	AE / CA Services Contract
<b>Project Number:</b>	BI-RT-889
<b>Contract:</b>	BI-RT-889-CA
<b>Consultant:</b>	Arcadis U.S., Inc.
<b>Property:</b>	Bridgeport, Palisade Ave (500)
<b>Project purpose:</b>	New Bullard-Havens Technical High School
<b>Item Purpose:</b>	New Consultant Contract
<b>DCS Staff Assigned:</b>	Barbara Cosgrove, PM

At 10:06 Ms. Cosgrove and Mr. McClure joined the meeting to participate in the Board's review of this Proposal. Ms. Cosgrove and Mr. McClure left the meeting at 10:30.

PROPOSED AMOUNT: \$2,527,170

Project Background:

The Construction Administrator will provide construction administration services to the DAS/CS in support of the Bullard Havens Technical High School located at 500 Palisade Avenue, Bridgeport, CT.

The design will create complete and accurate contract documents for a completely new technical high school at the existing Bullard-Havens CT-THS site.

The project consists of a new +/- 260,000 gross sf facility on the current site to accommodate 13 separate shop programs, plus associated classrooms, theory rooms, per the Educational Specifications (ED Spec). New construction will also include a field house, bus garage, new ball fields per ED Spec and construction of storage and out-buildings to provide ancillary space as described in the ED Spec and building program.

This project includes the demolition of the existing buildings on the site: "A" Building consisting of classrooms, the "B" building consisting of shop/lab/classroom spaces, and the "C" Building, consisting of

shop/storage spaces in their entirety.

Project delivery will be a Construction Manager at Risk (CMR). The Site is within a residential area. Hazardous materials abatement will be required. The existing building will remain occupied during construction and school functions must not be interrupted. The project will meet CT High Performance Building requirements. The architect is required to design in accordance with the school construction standards established by statutes and regulations.

The project will meet FM Global standards as well as current Connecticut State Building/Fire Safety Code and other state agency (DAS, DEEP, DPH) & utility company requirements. The Authority Having Jurisdiction will be Connecticut Office of the State Building Inspector (OSBI) / State Fire Marshal's Office (SFMO). The project will be reviewed by the Office of School Construction, Grants and Review (OSCSR).

Commissioning of the building systems and building envelope is a requirement of this project and the Construction Administrator will oversee the commissioning agents.

Procurement of Furniture, Fixtures, and Equipment (FF&E) per OSCSR requirements is the responsibility of the Construction Administrator.

Coordination and move management to support the new construction as well as interim moves, swing space moves and moves to final locations of the building is the responsibility of the Construction Administrator.

Professional photographic and video documentation is the responsibility of the Construction Administrator.

In June 2020 DAS/DCS ("DCS) issued a Request for Qualifications for Construction Administrator (CA) and Commissioning Agent (CxA) Consultant Services related to the Construction Manager at Risk project – Bullard-Havens Technical High School in Bridgeport. DCS elicited 12 responses to the advertisement.

Through a competitive qualifications-based selection process Arcadis was first short listed for interview and subsequently ranked highest as a result of their interview amongst the five shortlisted firms. Following the ranking of the top three firms, Arcadis US, Inc., Colliers International, and Downes Construction Company, LLC submitted a cost proposal for review on October 22, 2020. Each of these firm were then subsequently interviewed for thoroughness of their proposals and given an opportunity to revise their cost proposal. These revised proposals were submitted on December 4, 2020. On December 9, 2020 the Negotiating Committee met to discuss these revised proposals. These proposals all were within \$200,000 of each other.

Although Arcadis had the highest cost, their proposal gave a lower cost per hour than the other two. It was decided that Arcadis was the best value based on this. Combined with their having the highest ranking in the interviews, and their lowest cost per hour, the committee unanimously voted Arcadis as the best value selection, subject to further negotiation of the proposed contract amount.

Toward that end, the Project Manager and the Chief Architect contacted Arcadis to discuss the scope again and ask them to look at their cost proposal one last time to see if there was any room to lower their fee. Arcadis revised their proposal to be just \$10,000 higher than the lowest proposal.

At the conclusion of the process DCS identified Arcadis U.S. Inc., PC ("AUI") as the most qualified firm.

This contract is for Construction Administrator (CA) and Commissioning Agent (CxA) Consultant Services for the Construction Manager at Risk project – Bullard-Havens Technical High School in Bridgeport. The overall construction and total project budget have been established at **\$95,580,000** and **\$135,000,194**

respectively. DCS confirmed bond funding is available. The current legislative authorization for this project has \$27,331,000 for Total Project Costs.

The overall compensation rate for this basic service is \$2,093,902 with an additional \$433,268 for special services, for a total fee of **\$2,527,170**.

AUI Basic Service Fee (#21-060)	CA Base Fees (\$)	Special Services	Total Fee	Construction Budget (\$)	% of Budget
Schematic Design Phase	\$68,622				
Design Development Phase	\$29,120				
Construction Document Phase	\$32,910				
Bidding Phase	\$18,350				
Construction Administration Phase	<u>\$1,944,900</u>				
<b>TOTAL BASIC SERVICE FEE (#21-060) (A)</b>	\$2,093,902			\$95,580,000	2.19%
AUI Special Services Fee (#21-060)					
Pre-Design		\$47,948			
Commissioning		\$204,600			
Web Camera Hosting		\$35,817			
Photo Documentation		\$144,903			
		<u>\$0</u>			
<b>TOTAL SPECIAL SERVICE FEE (#21-060) (B)</b>		\$433,268			
<b>TOTAL FEE ( PRB #21-060) (A)+(B)</b>			\$2,527,170	\$95,580,000	2.64%

- The June 2020 RFQ elicited 12 responses. The Selection Panel interviewed five firms and ultimately recommended the appointment of Arcadis U.S., Inc. (AUI). The selection was approved by Deputy Commissioner Petra on 1/21/2021.
- AUI is locally located in Middletown, Connecticut. This firm was established in 1957 and has a local office staff of 52 members. The office has 13± engineers and 30± construction related professionals involved with project management, field services, scheduling and estimating. AUI is a Corporation in the State of Connecticut and does not have a Major Contractors License.
- AUI reported that over the past 5 years the company has been exposed to thirty-five (35) 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 12/28/2020.

**Construction Phase Services:**

- CA for construction – 1248 calendar days plus 10% = 1373 calendar days
- Project Closeout – additional 90 calendar days

Staff asked following questions for clarification:

1. Is there a staffing matrix prepared for the entire duration of the project?

DCS Response: Yes.

I see that you have provided lump sum staffing related costs for each phase.

DCS Response: Yes, that is how it was requested in the RFP.

Staff Response: pl provide staffing matrix for the duration of the project. The provided matrix does not provide sufficient information as to how the CA is planning to staff on a monthly basis and which staff will provide services and how many hours.

2. I do not see "pre-design phase" services identified in the attached matrix.

DCS Response: The matrix provided by OPLAPP did not have a predesign phase included and therefore, DAS requested that Arcadis break these fees out in their written proposal, which was provided to SPRB and attached here for easy reference. Please see page 7 of 9 in Arcadis' proposal.

Staff Response: The provided proposal vs. the matrix provided does not match. I am not able to reconcile various fees for various phases of the work. The matrix should include the pre-design fees as it is requested separately.

3. Has CA started providing any services for this project?

DCS Response: No.

Staff Response: OK

4. What is the anticipated start date for pre-design and other phases of the work?

DCS Response: Pre-design Phased: 4/14/2021 (If the answer to item 1 is no; it seems that the services has begun based on this date?), Yes services have begun per the Architect's approved contract. Pre-design phase service fees are broken down in Arcadis proposal that was submitted to SPRB and attached for reference Please see page 7 of 9 in Arcadis' proposal. Fees will be prorated as necessary once Arcadis contract is approved.

Staff Response: Who approved and authorized the work? Pl provide Architect's approved contract. Schematic Design: 8/27/2021, Design Development: 12/24/2021, Construction Document Phase: 5/6/2022, Bidding Phase: 8/2/2022, Construction Phase:10/20/2022

5. Provide staffing matrix per preliminary project timeline/schedule

DCS Response: See Attached.

Staff Response: As mentioned above, the provided matrix is incomplete as it does not provide staffing for the entire project schedule with staffing.

6. Does DCS anticipate WAO's to be issued for this project?

DCS Response: To date, no early work has been identified.

If yes, DCS must get the Board approval at the time of WAO's are issued, if there are any financial (CA fees) or scheduling impacts to the work to be conducted by the CA.

DCS Response: OK will comply, if any early work is identified.

7. Page 3 of B1105 – 2.6/2.7/2.8 are not filled out. Provide the information on funding.

DCS Response: By copy of this email, Bob Celmer, OSCGR and Don Poulin please to fill out Section 2.6, 2.7, 2.8 of the 1105, which is also attached.

Staff Response: - will wait. DCS provided funding information by email during the Board's Meeting. OK

**RECOMMENDATION:** Recommendation will be based on the response to Question 7 above. This is the consultant contract in the amount of \$2,527,170, of which \$2,093,902 is for basic services and an additional

\$433,268 is for special services. The CA basic fee of 2.19% of construction cost is within the DCS guideline of 5.0%.

<b>PRB #</b>	<b>21-079</b>
<b>Origin/Client:</b>	DCS/CCSU
<b>Transaction/Contract Type</b>	AE / Task Letter
<b>Project Number:</b>	BI-RC-411
<b>Contract:</b>	OC-DCS-ARC-0059
<b>Consultant:</b>	Northeast Collaborative Architects, LLC
<b>Property:</b>	New Britain, Main St (185) CCSU-ITBD
<b>Project purpose:</b>	CCSU Office Relocation
<b>Item Purpose:</b>	Task Letter #5
<b>DCS Staff Assigned:</b>	Stephen Burke, APM - Peter Simmons, ADPM

At 10:30 Mr. Burke and Mr. Cotter joined the meeting to participate in the Board's discussion of this Proposal. Both left the meeting at 10:40.

PROPOSED AMOUNT: \$263,320

PROJECT BRIEF – The Connecticut State Colleges and Universities (CSCU) is requesting Programming, Design and Construction Services towards a phased renovation of the 3rd and 4th floors (21,400 gsf each) of Central Connecticut State University's current 4-story building located at 185 Main Street, New Britain to College Office. It is assumed Programming services will incorporate the 3rd and 4th floors with design and construction only occurring for the 4th floor.

A judicious and economical approach is needed to meet schedule and budget constraints. It is not assumed that the entire scope of work would be a "gut renovation". There are major portions of the fourth floor that are essentially in "move in" condition; therefore, considerations as to areas that may remain or with minor adjustments be explored and utilized. At present it is estimated the first phase will be with the arrival of approximately 30 people. The ORG Chart reflects the most recent projection of College Office staff to be located at 185 Main Street to be evaluated during the Programming phase

Do to current fiscal constraints a multi-phase fit-out and occupancy is anticipated. The current budget allows for design services, FF&E, telecom and partial hard construction upgrades.

The hard construction funds are limited and are not expected to provide for a complete integration of needs. The utilization of the program phase will provide needed information as to the amount of hard construction, FF&E and allocation of funds required.

CSCU anticipates partial occupancy of the 3rd and 4th floor which may occur prior to the completion of work necessary for Charter Oak (BI-RC-410) to occupy the 1st and 2nd floor levels. The 1st and 2nd floors are currently being renovated for Charter Oak State College who is consolidating their New Britain and Newington offices into 185 Main Street.

Under this proposed **TASK LETTER #5** with Northeast Collaborative Architects, LLC (NEA), the fee is intended to compensate the Consultant for the following project scope:

The scope of work shall include Programming, Design and Construction Services towards a phased renovation of the 3rd and 4th floors (21,400 gsf each) of Central Connecticut State University's ("CCSU") current 4-story building located at 185 Main Street, New Britain for College Office space to be used by Connecticut State Colleges and Universities (CSCU). Programming services will incorporate the 3rd and 4th floors with design and construction only occurring for the 4th floor. The programming phase will provide needed information as to the amount of hard construction, FF&E and allocation of funds required.

The 1st and 2nd floors of the building are currently being renovated for Charter Oak State College (Project BI-RC-410) which is consolidating their New Britain and Newington offices into 185 Main Street. The 1st floor serves as the primary building entrance from both Main Street and an attached 74 car parking garage. This is a common building entry to serve Charter Oak and CSCU's proposed College Office space. The basement area houses storage, mechanical systems and a Data Center. The Data Center and IT closets on floors 3 and 4 will require additional secure racks under this scope, and additional data wiring will be required to insure conductivity with the CSCU system. It is assumed the IT closets (other than the racks and data wiring), toilet facilities and janitorial services on the floors will remain as-is with cosmetic or accessibility adjustments executed as needed. Access to the upper floors is via two existing elevators and two existing fire-rated egress stairways, which are to remain and be available for use throughout all anticipated improvements and renovations to the building.

The Consultant's fee for Task Letter #5 is \$263,320 and the Consultant's services were based on a total construction budget of \$1,655,000. The FF&E budget is established at \$321,000 and Telecommunications System/Equipment budget is established at \$329,335.

An executed Form 1105 has been submitted. CSCU has confirmed funding is in place for ARC services totaling \$263,320.

In March 2019, SPRB approved Northeast Collaborative Architects, LLC ("NCA") (PRB #19-068) as one of seven firms under the latest *On-Call Architect Series* of consultant contracts. These contracts have a common expiration date of May 15, 2021 and have a maximum cumulative fee of \$1,000,000.

NCA has been approved for the following task(s) under this series:

• <b>Task Letter #1</b>	<b>21 Spring Ln Facility Dev.–Tunxis CC</b>	<b>\$54,655</b>	<b>(Informal)</b>
• <b>Task Letter #2</b>	<b>Charter Oak Relocation</b>	<b>\$425,500</b>	<b>PRB #19-212</b>
• <b>Task Letter #2A</b>	<b>Charter Oak Relocation</b>	<b>\$2,475</b>	<b>PRB #21-034</b>
• <b>Task Letter #3</b>	<b>21 Spring Ln Facility Dev.– Tunxis CC</b>	<b>\$149,200</b>	<b>PRB #20-128</b>
• <b>Task Letter #4</b>	<b>ECSU – 347 Prospect St - structural</b>	<b>\$59,500</b>	<b>(Informal)</b>
<b>Total Fee to Date:</b>		<b>\$691,330</b>	

The overall construction and total project budget for the project is established at **\$1,655,000** and **\$2,900,000**.

Task Letter #5– NCA (PRB #21-079)	Architect Base Fees (\$)	Special Services	Total Fee	Construction Budget (\$)	% of Budget
Schematic Design/Design Development Phase	\$44,250				
Contract Documents	\$44,250				
Bidding	\$7,375				
Construction Administration	<u>\$51,625</u>				
NCA'S BASE FEE (A)	\$147,500			\$1,655,000	8.91%
SPECIAL SERVICES (B)					
Pre-Design/Programming Phase		\$34,600			
FFE Design & Procurement Services		\$29,500			
Cost Estimating Services		\$19,470			
Electronic/Audio Visual/Security/Telecom & Data Design		\$24,750			
Existing Building Exploratory Investigation Allowance		<u>\$7,500</u>			
TOTAL SPECIAL SERVICES FEE ( B)		\$115,820			
NCA'S TOTAL BASE FEE (A)+(B)			\$263,320	\$1,655,000	15.91%

Staff have requested clarification of the following issues:

1. CSCU and DCS state the project construction budget is \$1,655,000. It also states - Programming services will incorporate the 3rd and 4th floors with design and construction only occurring for the 4th floor. Please clarify if the \$1,655,000 Construction Budget is dedicated to the 4th floor, or will it be allocated to other spaces within the building.

It is expected the renovation / construction will be confined to the 4th floor. There is minor work outside of the 4th floor expected to be limited to route MEP, Security, and Fire Alarm building services

2. Clarify/confirm if the Consultant's Pre-Design and SD/DD Services are for both the 3rd and 4th floors and Bidding/CA Phase Services are solely for the 4th floor construction.

Predesign Services are required for the 3rd and 4th floors – SD/DD services are required for the 4th floor – CA services will be required at all areas of construction activity

3. Clarify/confirm if the Consultant's Special Services for FFE Design, Cost Estimating, Electronic/AV/Security/Telecom/Data design are for both the 3rd and 4th floors or solely for the 4th floor.

The Consultant's Special Services will be required for work on the 3rd (Programming / Pre-design phases) and 4th floors (Programming / Pre-design / SD / DD, CD Phases)

4. Clarify/confirm if the Project Budget for FFE (\$321,000) and Electronic/AV/Security/Telecom/ Data (\$329,335) are for both the 3rd and 4th floors or solely for the 4th floor.

The FF&E budget is for the 4th floor – The I.T. budget splits 20% for the 3rd floor and 80% for the 4th floor

**RECOMMENDATION:** It is recommended that the Board **APPROVE** this TL#5 in the amount of \$263,320. The overall basic service fee of 8.91% is within the established guideline rate of 12.0% for Group B Renovation Project.

**7. OTHER BUSINESS**

**8. VOTES ON PRB FILE:**

**PRB FILE #21-050** – Mr. Berger moved and Mr. Halpert seconded a motion to approve PRB FILE #21-050. The motion passed unanimously.

**PRB FILE #21-060** – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #21-060. The motion passed unanimously.

**PRB FILE #21-079** – Mr. Halpert moved and Mr. Valengavich seconded a motion to approve PRB FILE #21-079. The motion passed unanimously.

**9. NEXT MEETING** – Monday, May 17, 2021.

The meeting adjourned.

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