STATE PROPERTIES REVIEW BOARD

Minutes of Meeting Held On July 19, 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 July 19, 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

One present – not identified

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 July 15, 2021 Meeting. The motion passed unanimously.

2. COMMUNICATIONS

3. REAL ESTATE- UNFINISHED BUSINESS

Mr. Valengavich moved and Mr. Halpert seconded a motion to go out of Open Session and into Executive Session at 10:06. The motion passed unanimously.

EXECUTIVE SESSION

PRB #: 21-094
Transaction/Contract Type: RE/ Lease
Origin/Client: DAS/ DCF

Statutory Disclosure Exemptions: 4b-23(e), 1-200(6)(D) & 1-210(b)(24)

Mr. Valengavich moved and Mr. Halpert seconded a motion to go out of Executive Session and into Open Session at 10:21. The motion passed unanimously.

4. REAL ESTATE - NEW BUSINESS

PRB # 21-118
Transaction/Contract Type: RE – Lease
Origin/Client: CLC/CLC

Lessor:Siebar Rocky Hill, LLCProperty:Rocky Hill, Brook St (865)Project Purpose:Lottery Short-Term Expansion

Item Purpose: New 18-Month Lease

Background

The Connecticut Lottery Corporation (CLC) intends to enter into a short-term lease for additional office space in Rocky Hill. This space is necessary to accommodate an increase in staffing due to the expanded gaming legislation that the General Assembly passed during this year's legislative session.

In April of this year, the CLC contacted three local commercial real estate brokers to learn of their listings and the related rates for their short-term needs. The CLC toured about eight properties to determine their suitability. The one that fit best on many fronts was also the closest to their current location—within a few minutes walking distance, which provides additional value to CLC. The CLC proceeded to engage with the landlord's representative on terms and buildout requirements, culminating in the Lease for SPRB review.

Under this Proposal (PRB #21-118), CLC is seeking SPRB review of this proposed lease pursuant to C.G.S. Sec. 12-806 (b)(16). The statute authorizes the CLC to lease property. The leasing transactions "shall <u>mot</u> be subject to approval, review or regulation pursuant to title 4b or any other statute by any state agency, except that real property transactions shall be subject to review by the State Properties Review Board."



Terms of the proposed Lease are as follows:

Location	865 Brook Street, Rocky Hill – I-91 Tech Center
Lessor	Siebar Rocky Hill LLC by Capstone Equities, LLC by E. Mark Siegal and Bradlety Baran, Managers
Leased Premises	5,003 square feet with unreserved parking for 23 vehicles
Use	Office use, Monday through Friday, 8 AM to 5 PM
Lease Term	Eighteen months
Annual Rent	\$97,558.50/yr, \$8,129.88/mo (\$19.50 / square foot)
Tenant	Install a code-compliant, sheetrock demising partition between the
Improvements	Premises and the current vacant space, painted on the Premises side;
	separate utility/services control functionality as applicable between the
	Premises and the current vacant premises; and install kitchenette where
	indicated on Exhibit A to include kitchen sink, base cabinet and electrical
	outlet. All improvements at Lessor's expense.
Renewal Term	One 3-year term with 6-months advance written notice
Renewal Rent	Yr-1 renewal @ market, 3% annual increases thereafter
Renewal Expenses	4.45% increase over base-year expenses
Holdover	Rent = 150% of prior rent, or \$12,194.81/mo
Services Provided	See Lease, Section 4.2. In general: repair, maintenance, and replacement
at Landlord's Cost	of building and its systems; maintenance/repair of parking lot, including snow removal; landscaping; utilities; HVAC service; janitorial service, building insurance (full replacement value) and commercial general
	liability (naming CLC as additional insured)
Lessee Expenses	Commercial general liability, interior glass repair, repairs to damage from Lessee invitees.

DOCUMENTATION: SPRB is in receipt of the draft Lease Agreement. Staff will request that a copy of the fully executed lease agreement be provided for SPRB files. The CLC is not a state agency with respect to procurement; therefore the affidavits and certifications used in state agency leasing processes are not required. State Statutes and/or acts that govern large state contracts are not relevant to this lease.

REVIEW OF THE PROPOSED LEASE: Essentially, the lease provides an 18-month term at \$19.50/sf, or \$8,129.88 per month. The rental is on a full-service gross basis with the Lessor responsible for all fixed and operating expenses during the initial term.

The Lessor will install a code-compliant, sheetrock demising partition between the Premises and the current vacant space, painted on the Premises side; separate utility/services control functionality as applicable between the Premises and the current vacant premises; and install kitchenette where indicated on Exhibit A to include kitchen sink, base cabinet and electrical outlet. All improvements at Lessor's expense.

Tenant expenses include commercial general liability, interior glass repair, repairs to damage to premises from Lessee invitees. Should Tenant renew the Lease, Tenant will be responsible for these expenses and 4.45% increase over base-year operating expenses.

Lessor's Insurance Requirements: All fixed and operating expenses, building insurance (full replacement value) and commercial general liability insurance (naming CLC as additional insured).

MARKET DATA:

- I-91 Tech Center, 795-865 Brook Street, Rocky Hill 13.07 acres, parking for 468 cars, 112,448 square feet total in five buildings. Up to 75,100 square feet available for Lease at \$19.50/sf, on a full-service gross basis.
- 525 Brook Street, Rocky Hill (former CREC Academy of Aerospace Engineering) 5.05 acres, parking for 250 cars, 68,552 square feet on two floors, plus finished lower level. Space within the building is available for \$17.50/sf, on a full-service gross basis. The entire building is available at \$8.00/sf on a net basis.
- 200 Corporate Place, Rocky Hill 12.02 acres, ample parking, 103,384 square feet in two buildings. 4,773 square feet on the third level is available for \$21.00/sf, on a full-service gross basis.

The CLC rate at \$19.50/SF for the Leased Premises appears to be fair and reasonable.

CONCLUSION: The CLC has the authority to lease real estate necessary to carry out the purposes of Sections 12-563a and 12-800 to 12-818, inclusive, which are the statutes governing the Corporation's activities. SPRB Staff review of the proposed Lease finds that the rental rate is within market rates for similar properties in the same market.

RECOMMENDATION: As Staff have done in the past, (1) Staff recommends, though not required by statute, in the past the Board has requested and received current Statement of Financial Interest so that Board members & CLC Board of Directors will be made aware of any possible conflicts of interest. Staff recommends that the CLC again provide a current statement of financial interest for the Lessor, Siebar Rocky Hill, LLC acting herein by Capstone Equities, LLC by E. Mark Siegal and Bradlety Baran, Managers. (2) A copy of the fully executed lease should be provided for SPRB files.

5. ARCHITECT-ENGINEER - UNFINISHED BUSINESS

6. ARCHITECT-ENGINEER - NEW BUSINESS

PRB # 21-099
Origin/Client: DCS/CCSU
Transaction/Contract Type AE / Amendment
Project Number BI-RC-395
Contract BI-RC-395-CA

Consultant: Turner Construction Corporation *Property* New Britain, Stanley St (1615) – CCSU

Project purpose: New Engineering Building

Item Purpose Amendment # 2

PROPOSED AMOUNT: \$173,146 \$162,312

At the State Properties Review Board meeting held on July 06, 2020, the Board approved #20-120 Amendment #1 to the Contract (BI-RC-395-CA), in the amount of \$35,040, for CA Services related to the new Engineering Building located on the CCSU Campus. The Contract stated 605 days were allocated for Construction Phase Services plus a 90-day closeout period. Amendment #1 was to compensate the Consultant

for escalations costs for a one-year delay in the project between the CD and Procurement Phases. This 1.8% increase is based on the US Bureau of Labor Statistics' CPI for the period of delay.

Under this Proposal (#21-099), DCS is now seeking approval of an additional \$173,146 \$162,312 in CA fees to compensate the Consultant for construction delays.

The overall construction budget and total project costs are \$44,129,785 and \$62,698,900.

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TCC Fee for Basic Services (PRB 16-181)	COST (\$) (BASIC)	COST (\$) (SPECIAL)	<u>C. Budget (\$)</u>	(%) Budget
Pre-Construction Phase	\$308,000			
Bid Phase	\$100,000			
Construction Administration Phase	\$1,544,400			
Project Close-Out Phase	\$171,600			
TOTAL BASIC SERVICE FEE (#16-181) (A)	\$2,124,000		\$44,852,500	4.73%
SPECIAL SERVICES:				
Mechanical System Commissioning (CES Engineering)		\$76,175		
Building Envelope Commissioning (Langan Engineering)		<u>\$98,440</u>		
TOTAL SPECIAL SERVICES(B)		\$174,615		
TOTAL FEE (PRB #16-181) (A) + (B)		\$2,298,615	\$44,852,500	5.12%
TCC Fee for Basic Services (PRB 20-120) (A1)				
Bid Phase (Procurement)	\$1,800			
Construction Administration Phase	\$27,800			
Project Close-Out Phase	\$3,090			
TCC Fee for Basic Services (PRB 20-120) (A1)	\$32,690			
TCC Fee for Basic Services (PRB 21-099) (A2)				
Construction Administration Phase	\$173,146			
	\$162,312			
TOTAL BASIC SERVICE FEE (#21-099) (A) + (A1) + (A2)	\$2,319,002		\$44,129,785	5.26%
SPECIAL SERVICES (#20-120) (B1):				
Mechanical System Commissioning (CES Engineering)		\$1,311		
Building Envelope Commissioning (Langan Engineering)		<u>\$1,040</u>		
TOTAL SPECIAL SERVICES(B1)		\$2,351		
TOTAL FEE (PRB #21-099) (A)+(A1)+(A2) + (B)+(B1)		\$2,495,967	\$44,129,785	5.7%

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

Staff have requested clarification of the following issue:

1. What is the status of the project? What percentage of the project is complete? DCS Response 7/7: The project is still in construction and is about 85% complete Staff Response: OK

2. Why the extension is "up to" 3 months? Is the substantial completion date a moving target? Why it is not fixed based on the as-built schedule?

DCS Response 7/7: The CMR is projecting a substantial completion date of 7/28. All other parties involved in the project including 3rd party claims analyst indicate a September completion. The CMR's schedules have been unrealistic and filled with many logic issues since update 8 (we are not going on update 17). The CMR fired their scheduling consultant and started over with a brand new schedule after update 12, making it impossible to do a forensic analysis of the slippage in critical path.

Staff Response: So CMR's SC date of 7/28 is not feasible based on the current status of the project? The original SC date was April 10, 2021, correct? Previously it was reported that the SC date was March 12, 2021. Has there been any amended SC date given to CMR by DCS?

3. When did the delay start occurring? What caused the 92-days delay in the project? Who was responsible?

DCS Response 7/7: The delay was first portrayed in schedule update 10, data date 10-31-20. The CMR is responsible for the delays. This was confirmed by Ankura, DAS' claims analyst. DAS is currently assessing Liquidated Damages against the CMR and holding billings of the CMR's fee and general conditions.

Staff Response: When will the liquidated damages be assessed? What is the \$ amount that is being held by DAS? Provide date and payment application number.

4. Was recovery schedule requested from CMR by CA? Provide a copy.

DCS Response 7/7: A recovery schedule was requested in writing by DAS project management on 12/11/2020 in response to Schedule Update 10. To this date the CMR has never complied and never issued a proper recovery schedule.

Staff Response: What remedy is available to DCS for this non-compliance?

5. What was the corrective plan to address this delay? Was the project schedule accelerated at any given time after discovering delays? Provide CA's analysis and report on the appropriateness of the schedule and steps taken to accelerate the schedule.

DCS Response 7/7: The CA's subconsultant TriLogix issues a report for every schedule update. Since the delay was identified, DAS and the CA have held weekly schedule meetings with the CMR to identify issues. Unfortunately, the CMR has failed to reign in the schedule and substantial completion has continued to push out. Non-Conformance notices have also been issued to the CMR for the issues with the schedule.

Staff Response: OK

6. Provide the CPM schedule for the project from when the GMP contract was signed and recent schedule that shows the delay.

DCS Response 7/7: Ok

Staff Response:

7. Justify why the Project requires the CA to provide full-time services from both a Sr. Project Manager and Project Manager in the remaining 92 days of construction.

DCS Response 7/7: Not only has the schedule slipped, the CMR is also not staying on top of open issues, furthermore quality of the work is suffering. DAS cannot count on the CMR to comply with plans/specifications or even approved shop drawings. The two person CA team has been vital to making sure issues are caught and corrected. DAS believes these two individuals are critical to a successful completion of the project. This was also the way the CA team was structured in the base contract (Sr. PM and PM 100% until substantial completion)

<u>Staff Response</u>: Are there any issues that CMR has caught that are not corrected and the CMR has moved on to the next tasks? How much money is retained for this work that needs correction? If the two-person CA Team was vital, why was PM Alcenat added on the team for the 3 months prior to this new 92-day request?

8. Provide payment requisitions from CMR and CA from January 2021 till now.

DCS Response 7/7: Ok Staff Response: OK

9. The staffing matrix shows expenses related to reimbursables, insurance and OHP. These costs were not specifically approved under original contract. If they were, provide a written proposal/contract identifying these costs separately from what was approved under the original contract. These costs are part of the overall contract including hourly rates unless specifically approved in writing.

DCS Response 7/7: These have been removed. A revised amendment will follow

Staff Response: DCS provided a revised Amendment #2 removing the reimbursables, insurance and OHP. The subsequent changes to Amendment #2 reduced the Consultant's fee to \$162,312, a reduction of \$10,834, representing savings to the State. OK

10. The grand total on the staffing matrix provided should be \$2,333,655 (original contract value plus amendment 1)

<u>DCS Response 7/7</u>: This has been corrected in the revised proposal.

<u>Staff Response</u>: OK; the Substantial Completion date in the CA staffing and cost chart should be corrected – it shows April 10, 2022.

11. Provide the rates being paid to the staff identified in the staffing matrix before the escalation and after the escalation (check – was the original contract based on certain hourly rates?)

<u>DCS Response 7/7</u>: We do not have rates used in Amendment 1. Amendment 1 was based on the Consumer Price Index of 1.8% and was just a flat increase for their services. No rates were provided in Amendment 1.

<u>Staff Response</u>: Why should State pay for both – additional fees for extended contract duration and staff escalation? This is duplication and should be removed.

On page 25 of the original Contract, Article H, clearly states Construction Phase Services are 605 days plus 90 days for closeout. In the Consultant's request, it identifies Base Construction from October 8, 2019 to April 10, 2021, a total of 550 days. It then states Turnover Contingency from April 11, 2021 to June 4, 2021, or 55 days. Please clarify where in the original Consultant Contract or any subsequent amendment where it states Base Construction or Turnover Contingency.

On page 33 of the original Contract – Exhibit B – identifies \$1,544,400 for Construction Phase (90%) fees. The Staffing Matrix provided by the Consultant identifies \$1,446,000 in Construction Phase fees. Please reconcile the \$98,400 difference between the two numbers.

In the Consultant's request, please clarify how the Consultant calculated \$114,000 as Staff Contingency.

12. Please clarify how DCS will process payment of the proposed CA fee subject to this Amendment #2 given that the contract says it is up to 3 months?

<u>DCS Response 7/7</u>: DAS will require the final invoice show actual hours billed at the contractual monthly rate if the project is finished prior to 9/5/21. Staff Response: OK.

RECOMMENDATION: Staff recommends suspension of this Consultant Contract Amendment #2 in the amount of \$173,146 \$162,312, pending DCS response to additional issues raised during the review of this Proposal.

From PRB #20-120

PROPOSED AMOUNT: \$35,040

At the State Properties Review Board meeting held on July 25, 2016, the Board approved #16-181 (BI-RC-395-CA), in the amount of \$2,298,615, for the new Engineering Building located on the CCSU Campus. The Contract stated 605 days were allocated for Construction Phase Services plus a 90-day closeout period.

DCS selected KBE Building Corporation as the CMR and the CMR contract was approved by the AG on September 29, 2016. Public Bids were opened on April 10, 2019. A Guaranteed Maximum Price Amendment (GMPA) was approved by the AG on October 4, 2019. Pursuant to the GMPA, substantial completion of the project is stated as March 12, 2021. The CMR anticipated a Notice to Proceed for September 9, 2019, with construction estimated at 550 days plus 90 days for acceptance.

Under this Proposal (#20-120), DCS is now seeking approval of an additional \$35,040 in CA fees to compensate the Consultant for escalations costs for a one-year delay in the project between the CD and Procurement Phases. This 1.8% increase is based on the US Bureau of Labor Statistics' CPI for the period of delay.

The overall construction budget and total project costs are \$44,129,785 and \$62,698,900.

TCC Fee for Basic Services (PRB 16-	COST	(\$)	COST	(\$)	C. Budget (\$)	<u>(%)</u>
181)	(BASIC)		(SPECIAL)			Budget
Pre-Construction Phase	\$308,000					
Bid Phase	\$100,000					
Construction Administration Phase	\$1,544,400					
Project Close-Out Phase	+\$171,600					
TOTAL BASIC SERVICE FEE (#16-181) (A)	\$2,124,000				\$44,852,500	4.73%
SPECIAL SERVICES:						
Mechanical System Commissioning (CES Engineering)			\$76,175			
Building Envelope Commissioning (Langan Engineering)			+\$98,440			
TOTAL SPECIAL SERVICES(B)			\$174,615			
TOTAL FEE (PRB #16-181) (A) + (B)			\$2,298,615		\$44,852,500	5.12%

TCC Fee for Basic Services (PRB 20-120) (A1)				
Bid Phase (Procurement)	\$1,800			
Construction Administration Phase	\$27,800			
Project Close-Out Phase	\$3,090			
TCC Fee for Basic Services (PRB 20-120) (A1)	\$32,690			
TOTAL BASIC SERVICE FEE (#20-120) (A) + (A1)	\$2,156,690		\$44,129,785	4.89%
SPECIAL SERVICES (#20-120) (B1):				
Mechanical System Commissioning (CES Engineering)		\$1,311		
Building Envelope Commissioning (Langan Engineering)		+\$1,040		
TOTAL SPECIAL SERVICES(B1)		\$2,351		
TOTAL FEE (PRB #20-120) (A)+(A1) + (B)+(B1)		\$2,333,655	\$44,129,785	5.29%

DCS confirmed funding is in place for this Amendment #1.

Staff have requested clarification of the following issue:

1.Please clarify what was the cause of delay between the CD and Procurement Phases for a one-year term

<u>DCS Response</u>: Regarding the delay: Under the previous Administration, the Board of Regents had to selected several projects from the construction portfolio for either a delay in bidding of 1 or 2 years, or a cancel of the project. These actions were needed for the BOR to meet their new restricted budget. The New Engineering Building was at the end of the CD Phase at this time and had a 1-year delay imposed on its progress by the BOR at that time. We had to hold and restart the design team during this time to recalibrate activities to the new schedule.

2. Provide a copy of the Notice to Proceed to the CMR and CA

DCS Response: DCS provided.

Staff Response: OK

3.Provide contractual language tying various phases of work performed by the CA starting Pre-Design phase till Procurement with specific time-frame or number of days

DCS Response: Please clarify, do not understand SPRB's intent

<u>Staff Response</u>: Trying to understand the basis for proposed compensation. Each phase requires written notice to proceed (Exhibit A, page 15 of 40). What notice was provided to CA when DCS learned that the project will be delayed a year or so?

DCS Response: I will get with Peter/Rahul on this.

4. Why didn't DCS suspend the CA contract?

DCS Response: Please clarify, do not understand SPRB's intent

<u>Staff Response</u>: The CA contract allows for suspension. If the project was suspended and restarted, what would have been the impacts on CA compensation and schedule/number of days CA is obligated to provide services?

<u>DCS Response</u>: I'm not understanding the question. The CA is not asking for compensation for any additional services. Their contracted durations are all still the same. They are just performing their procurement and construction phase duties a year later. Because of the year pause, they are entitled to compensation for inflation.

5. Provide a log of disbursements/payments made to the CA for various phases starting Pre-Design phase till now

DCS Response: DCS provided.

Staff Response: OK

6. What is the status of the project?: project is under construction.

Staff Response: OK

7. Was there an amendment to the GMP? What was the reason?

DCS Response: Please clarify, do not understand SPRB's intent

<u>Staff Response</u>: Trying to understand if it is tied in any way to delays and if there are any cost implications.

<u>DCS Response</u>: No, the GMP was never amended and was drafted and approved after the project hold. In the GMP, KBE received escalation cost, just as we are seeking for Turner in this amendment. An amendment for Amenta Emma is also coming that will be seeking the same.

8.Provide schedules (original) and revised showing new completion dates and highlight the tasks that delayed the project

<u>DCS Response</u>: There are no tasks that delayed the project. The delay was caused by BOR not having the necessary funding to move the project forward. The construction is still taking the same amount of time, the construction duration has always been 550 days. It was before the project hold and still is now.

<u>RECOMMENDATION:</u> Staff recommend approval of this consultant contract amendment in the amount of \$35,040. The overall basic service rate of 4.89% is generally consistent with the established guideline rate of 5% for this Group C New Construction Project.

FROM PRB #16-181

Re: PRB # 16-181, Standard Fixed-Fee—A/E Services Contract
Central Connecticut State University—New Engineering Building Project
Project **BI-RC-395-CA – Turner Construction Company - Total Fee \$2,298,615

PROJECT BRIEF—In general this project involves the design and construction of a new 100,000 GSF Building for newly created School of Engineering, Science and Technology at Central Connecticut State University ("CCSU"). The facility is currently planned to be located between the Student Center Parking Garage and the Burritt Library. The school will be designed and constructed with a 50-year+life expectancy and is anticipated to provide a collaborative learning environment with enhanced instructional options, expanded research/lab options and public space amenities. The overall project will also include technology specific learning areas, high performance computer infrastructure, collaboration areas, state of the art laboratories and an auditorium. The design of the building will also include a future connection to the library. The overall construction and total project budget have been established at \$44,852,500 and \$62,700,000 respectively.

In July 2015 the Department of Construction Services ("DCS") issued a Request for Qualifications (RFQ) for Construction Administrator Consultant Teams related to the <u>CCSU New Engineering Building Project</u>. 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, five firms were selected for short-listed interviews. These firms were as follows, Hill International, Inc., A/Z Corporation, Strategic Building Solutions, LLC, Turner Construction Company 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 Turner Construction Company, Inc. ("TCC") as the most qualified firm.

This contract is for Construction Administrator Consultant Teams for the completion of the <u>CCSU New Engineering Building Project</u> from preconstruction phase services, into bidding, through the completion of construction and the subsequent project close-out. The overall compensation rate for this basic service is \$2,123,550 with an additional \$174,615 for special services. As such the total project fee is

\$2,298,615. The special services detailed in the project scope include mechanical building system commissioning and building envelope commissioning.

DCS has confirmed for SPRB that funding is available for this contract. FEE – The costs of basic and special services are as follows:

- us 10110s.				
TCC Fee for Basic Services (PRB 16-181)	COST (\$) (BASIC)	COST (\$) (SPECIAL)	<u>C. Budget</u> (\$)	(%) Budget
Pre-Construction Phase	\$307,550			
Bid Phase Phase	\$100,000			
Construction Administration Phase	\$1,544,400			
Project Close-Out Phase	+\$171,600			
TOTAL BASIC SERVICE FEE (#16-181) (A)	\$2,123,550		\$44,852,500	4.73%
SPECIAL SERVICES:				
Mechanical System Commissioning (CES Engineering)		\$76,175		
Building Envelope Commissioning (Langan Engineering)		+\$98,440		
TOTAL SPECIAL SERVICES(B)		\$174,615		
TOTAL FEE (PRB #16-181) (A) + (B)		\$2,298,615	\$44,852,500	5.12%

- The RFQ posted July 2015 elicited 11 candidates. The Selection Panel interviewed five firms and ultimately recommended the appointment of Turner Construction Company ("TCC"). The selection was approved by Commissioner Currey on 2/19/2016.
- TCC is locally located in Shelton. This firm was established in 1903 and has over 5,000 employee worldwide with 30 + employees in its Shelton Office inclusive of $20\pm$ construction managers, 5 cost estimators and 2 scheduling coordinators.
- TSIB Insurance Inc. reported that over the past 5 years TCC has been exposed to over 50 general liability or professional liability claims. These claims are primarily attributed to the world-wide nature of TCC's business. It should be noted that none of these claims are related to DCS Construction Projects.
- The submittal is accompanied by a Consulting Agreement Affidavit notarized on 8/3/2015.

<u>RECOMMENDATION:</u> It is recommended that <u>SPRB APPROVE</u> this new contract for Turner Construction to provide pre-construction and construction phase services at the <u>CCSU New Engineering Building Project.</u> The overall basic service rate of 4.73% is generally consistent with the established guideline rate of 5% for this Group C New Construction Project.

7. OTHER BUSINESS

The meeting adjourned

8. VOTES ON PRB FILE:

PRB FILE #21-094 – Mr. Valengavich moved and Mr. Halpert seconded a motion to approve PRB FILE #21-094. The motion passed unanimously.

PRB FILE #21-118 – Chairman Greenberg moved and Mr. Berger seconded a motion to forward comments regarding the proposed Lease reviewed under PRB File #21-118 to the Connecticut Lottery Commission. The motion passed unanimously.

PRB FILE #21-099 – Mr. Valengavich moved and Mr. Berger seconded a motion to suspend PRB FILE #21-099. The motion passed unanimously.

9.	NEXT	MEETING –	Thursday.	July	, 22.	2021.

The meeting wa	J • 4111 • 41	
APPROVED:		Date:
	John Valengavich, Secretary	