

## STATE PROPERTIES REVIEW BOARD

### Minutes of Meeting Held On January 18, 2022 – 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 January 18, 2022 remotely via telephone conference at (866)-692-4541, passcode 85607781.

#### **Members Present:**

Edwin S. Greenberg, Chairman  
Bruce Josephy, Vice Chairman  
John P. Valengavich, Secretary  
Jack Halpert  
Jeffrey Berger  
William Cianci

#### **Members Absent:**

#### **Staff Present:**

Dimple Desai  
Thomas Jerram

#### **Guests Present**

Peter Simmons, DAS/DCS  
Michael Milne, DAS/DCS

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

### **OPEN SESSION**

#### **1. ACCEPTANCE OF MINUTES**

Mr. Valengavich moved and Mr. Berger seconded a motion to approve the minutes of the January 13, 2022 Meeting. The motion passed unanimously.

#### **2. COMMUNICATIONS**

#### **3. REAL ESTATE- UNFINISHED BUSINESS**

#### **4. REAL ESTATE – NEW BUSINESS**

<i>PRB File #:</i>	21-193
<i>Transaction/Contract Type:</i>	RE – Voucher
<i>Origin/Client:</i>	DOT/DOT
<i>DOT Project #:</i>	L127-001-001
<i>Grantor:</i>	Plymouth Court Condominium Association, Inc.
<i>Property:</i>	Clinton, Plymouth Court
<i>Project Purpose:</i>	Route 1 Sidewalk Improvements
<i>Item Purpose:</i>	Voucher

**DAMAGES: \$22,000**

#### **DOT PROJECT:**

The purpose of this project is to construct a length of sidewalk along Route 1 (East Main Street) to

continue the task of connecting the entirety of Route 1 throughout the Town of Clinton. There is currently an incomplete and disconnected system of sidewalks and pedestrian pathways along Clinton's busiest commercial corridor and conditions for pedestrians for much of this length - particularly in the eastern and western extremes of Route 1 in Clinton - are dangerous for lack of facilities.

The CT Department of Transportation has awarded the Town of Clinton funding for the construction of a new sidewalk along East Main Street. The funding will provide up to \$399,600 for construction costs through the Local Transportation Improvement Program (LOTIP), and will allow for the installation of a new sidewalk along East Main Street. The town is only responsible for the engineering costs which are already in the current budget.

**SITE DESCRIPTION:** The subject parcel contains 337,065 square feet (7.74+/- acres) with approximately 957.27 linear feet of road frontage along the northerly side of Main Street (a/k/a Boston Post Road/U.S. Route 1). The property is irregular in shape, generally level, and includes a band of wetland soils with wooded land is located in the westerly portion of the site.

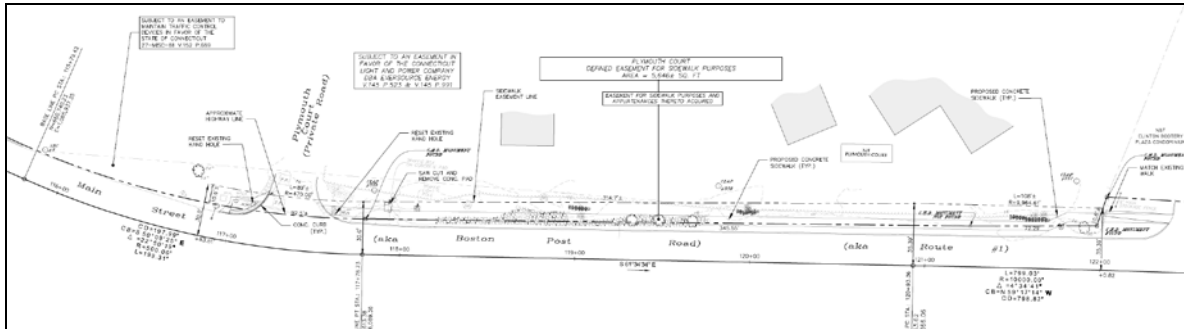
The property is improved with residential condominiums in its easterly portion. There are four buildings with six units per building as well as outbuildings to include detached garages. The condos were built in 1986 and consist of single story units.

The Appraiser opines the highest and best use of the site "As-Improved" is for the continuation of the existing residential use.



**The Taking:** DOT will acquire the following:

- 1) Defined easement for sidewalk purposes – 5,646± sq. ft.



**Impact of Taking**

The subject property has trees and vegetation within its land along the Main Street/U.S. Route 1 frontage. A portion of these items are located within as well as in proximity to the proposed Easement for Sidewalk Purposes. As a result, this portion of trees and vegetation will need to be removed to allow for the construction of the proposed sidewalk. While the trees and vegetation have some contributory value, they do not appear to be dense enough to provide full screening between the property’s residential condominiums and Main Street. Therefore, a direct damage valuation for only the land and impacted site improvements is warranted.

**Restricted Use/Short Form Value Finding** - The DOT appraisal was completed August 9, 2021 by DOT Appraiser Matthew Malia.

**Land Valuation:** Based on the sales comparison approach, the Appraiser considered two sales in Clinton and one sale in nearby Madison (2019-2020), of which two were approved for condominium development and concluded that the fair market value of the subject land was \$2.50/sf x 337,065 = \$842,663, rounded to \$843,000.

The Appraiser then estimated the contributory value of the affect site improvements (trees and vegetation within easement area) at \$10,000.

The Appraiser then calculated the Permanent Damages, as follows:

Item	Calculation	Value
Defined easement for sidewalk purposes	5,646 sf x \$2.50/sf x 85%	\$11,998
Contributory Value of Site Improvements	Lump Sum	\$10,000
	Total	\$21,998
	<b>Rounded</b>	<b>\$22,000</b>

**RECOMMENDATION:** Board approval of damages in the amount of \$22,000 is recommended for the following reasons:

1. The acquisition complies with Section 13a-73(c) of the CGS which governs the acquisition of property by the commissioner of transportation required for highway purposes.
2. The acquisition value is supported by the DOT appraisal report.

**5. ARCHITECT-ENGINEER - UNFINISHED BUSINESS**

**6. ARCHITECT-ENGINEER - NEW BUSINESS**

**PRB #** 21-196  
**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 #3

At 9:31 Mssrs. Simmons and Milne joined the meeting to participate in the Board’s discussion of this Proposal. Both left the meeting at 9:53.

PROPOSED AMOUNT: \$106,890 (NTE)

At its meeting held on August 23, 2021 the State Properties Review Board voted, under PRB #21-099, to approve Amendment #2 to this Contract to compensate the Consultant an additional \$162,312 (NTE) for CA Services due to construction delays. The construction duration was extend by 92 days for a total of 697 days, with substantial completion set for September 5, 2021. Staffing for this extension was for two full-time employees.

At its meeting held on September 17, 2021 the State Properties Review Board voted, under PRB #21-136, to approve Task Letter #1A to Contract #OC-DCS-ANLY-0026 in the amount of \$79,290 to compensate the Consultant (Ankura Consulting) for professional claims analyst services for any potential claims of KBE Building Corporation (hereinafter “claimant”), against the State of Connecticut (hereinafter State). In addition, provide professional claims analyst services for any and all claims and counterclaims of the State against the claimant regarding the above-entitled project.

Under this Proposal (#21-196), DCS is now seeking approval of an additional \$106,890 (NTE) in CA fees to compensate the Consultant for construction delays. The construction duration is now extend by 90 days for a total of 787 days, with substantial completion set for December 5, 2021. Staffing for this extension is for one full-time employee. The Consultant will pro-rate their billing for any unused staffing should substantial completion be achieved prior to December 5, 2021.

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

TCC Fee for Basic Services (PRB 16-181)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>C. Budget (\$)</u>	<u>(%) Budget</u>
Pre-Construction Phase	\$308,000			
Bid Phase	\$100,000			
Construction Administration Phase	\$1,544,400			
Project Close-Out Phase	<u>\$171,600</u>			
<b>TOTAL BASIC SERVICE FEE (#16-181) (A)</b>	\$2,124,000		\$44,852,500	4.73%

<u>SPECIAL SERVICES:</u>				
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	<u>\$3,090</u>			
TCC Fee for Basic Services (PRB 20-120) (A1)	\$32,690			
TCC Fee for Basic Services (PRB 21-099) (A2)				
Construction Administration Phase	\$162,312			
TCC Fee for Basic Services (PRB 21-196) (A3)				
Construction Administration Phase	\$106,890			
TOTAL BASIC SERVICE FEE (#21-196) (A) + (A1) + (A2) + (A3)	\$2,425,892		\$44,129,785	5.50%
<u>SPECIAL SERVICES (#20-120) (B1):</u>				
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 #21-196) (A)+(A1)+(A2) + (A3) + (B)+(B1)		\$2,602,857	\$44,129,785	5.9%

DCS confirmed funding is in place for this Amendment #3.

Staff have requested clarification of the following issue:

1. Under the review of Amendment #2 to this Contract DCS represented to the Board that as of July 7<sup>th</sup> the project was still in construction and about 85% complete and substantial completion was expected to be achieved on September 5<sup>th</sup> approximately two months later.

- a. Please provide a narrative as to what transpired during the two months prior to September 5<sup>th</sup>, as well as the next 3 months to December 5<sup>th</sup>, to complete 15% of the project. What were the reasons for the delay and who is responsible?

DCS Response: The project was delayed due to the CMR inability to complete the project in a timely. This has and continues to be a problem on the project.

Staff Response: OK

- b. Has the project achieved substantial completion? If yes, pl provide the date? Is there any "deduct change"?

DCS Response: Yes, the project achieved substantial completion on 10/25/21 with a list of outstanding contract items to be completed.

At this time DAS has yet to issue a deduct CO.

Staff Response: I am talking about the consultant (Turner). Their proposal said that they will issue a deduct change if the project is completed by December 5<sup>th</sup> and able to complete sooner. Why the consultant is charging 100% if substantial completion was achieved on 10/25/21. If the project has outstanding contract items remaining/to be completed, why substantial completion was issued?

DCS Response: As indicated even though the project achieved substantial completion on 10/25/21 the project was not complete. As of today the project is still not complete. Turner performed services full-time through 12/5/21 and continue to provide services above and beyond what is required during the close out phase for which they have not requested additional compensation. DAS is currently requesting an additional proposal for another round of extended services to assist with claims consulting.

Staff Response: OK

- c. Are there any activities remaining to be completed for this project? If yes, what are those?

DCS Response: Yes. As of this date the sectional door has yet to be received, the air curtain needs to be completed, the lab exhaust fans are not work properly and need to be certified, the CUH in the lobby needs to be wired, access control at the lecture hall doors needs to be completed, several security cameras require troubleshooting, etc. In addition the CMR is still submitting CORs for review and approval. Closeout is behind and will go beyond the contractual completion date.

Staff Response: What is the contractual completion date? What does it mean in terms of contract fees if the closeout goes beyond contractual completion date?

DCS Response: Contractual Substantial Completion was 4/10/2021. Contract completion date is 90 days from substantial completion.

In terms of fees, LDs of \$7374 each day if the CMR goes beyond the contractual completion date.

Staff Response: OK

2. Under the review of Amendment #3, DCS represented to the Board that it was their intent to assess Liquidated Damages for additional costs for AE, CA, DCS Fee, Claims Consultant, CCSU Furniture Storage Fees, etc.). Please advise the Board if Liquidated Damages are forthcoming.

DCS Response: Yes. Liquidated damages are forthcoming.

Staff Response: OK

**RECOMMENDATION:** Staff recommends **approval** of this Consultant Contract Amendment #3 in the amount of \$106,890.

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PRB #21-099

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

At its meeting held on July 19, 2021 the State Properties Review Board voted to suspend this item pending clarification of the following issues:

- Pending DCS response to additional issues raised during the review of this Proposal.

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.

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%
<u>SPECIAL SERVICES (#20-120) (B1):</u>				
Mechanical System Commissioning (CES Engineering)		\$1,311		
Building Envelope Commissioning (Langan Engineering)		\$1,040		
TOTAL SPECIAL SERVICES(B1)		\$2,351		
TOTAL FEE ( PRB #21-099) (A)+(A1)+(A2) + (B)+(B1)		\$2,495,967	\$44,129,785	5.7%

TCC Fee for Basic Services (PRB 16-181)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>C. Budget (\$)</u>	<u>(%) Budget</u>
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%
<u>SPECIAL SERVICES:</u>				
Mechanical System Commissioning (CES Engineering)		\$76,175		
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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			

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 3<sup>rd</sup> 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?

DCS Response 7/28: S/C has not been granted to the CMR. The CMR officially reported in their latest schedule update 17, they were targeting 7/30, which is unrealistic. At today’s schedule meeting they reported 9/8/2021 as projected S/C.

Staff Response: OK

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.

DCS Response 7/28: The letter Assesses Liquidated Damages. We are withholding payment of the CMR’s fee and general conditions from May payment application onward. We also have all of the retainage on the CMR. Once all of the additional cost is finalized, (i.e. additional costs for AE, CA, DCS Fee, Claims Consultant, CCSU Furniture Storage Fees, etc.) these amounts will be added to the assessed LD amount and KBE will be sent another letter.

Staff Response: Ok, what is the amount being withheld?

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?

DCS Response 7/28: DCS weighed holding their billings for schedule but deemed this would be counterproductive and would cause the CMR to no longer focus on or update the schedule. Although the CMR has not published an accurate schedule to date, continuing to work with the CMR on a weekly basis on the schedule has allowed DCS and its consultants to estimate an early September S/C to allow the university to plan on their end.

Staff Response: OK

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

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)

Staff Response: 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?

DCS Response 7/28: Please see attached open items log, the list is lengthy reaching over 120 items. To date DCS is holding \$3,016,489.81 in retainage, \$189,510.13 in CM Fee and \$210,211.00 in General Conditions. Usually a project ramps down at the end. Had this project ended as planned in April, PM Alcenat would not have been needed. The CMR has caused many issues on the project. DCS needs the staffing as outlined in this amendment to successfully complete this project for the client agency and track all remaining issues to completion.

Staff Response: Ok, hopefully additional full time staffing will eliminate issues being not addressed when the project is complete.

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)

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

Staff Response: 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?)

DCS Response 7/7: 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.

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

DCS Response 7/28: There is not a duplication. The hourly rates in the staffing chart in this amendment are the original rates that the CA's proposal is based on. Amendment 1 granted 1.8% on top of these in base contract. Amendment 2 pricing is also based on these 2016 rates, with the escalation only on the

period of time being extended, June 5 to September 5. The escalation is not on top of owed contract time.

Staff Response: OK

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.

DCS Response 7/28: 10% additional time is built into all CA contracts. The construction phase for the project was 550 days. We bought the CA for 605, hence a 55 day "contingency" owed by the CA.

Staff Response: OK

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.

DCS Response 7/28: The \$1,544,400 figure on the schedule of values is 90% of the rounded sum of staff, expenses, scheduler, fee on subs, insurance and staff contingency. The commissioning is broken out separately and excluded from the calculation.

Staff Response: OK

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

DCS Response 7/28: The \$114,000 staff contingency included in the base contract is 10% of the \$1,446,000 staff costs times (19/24). The 19/24 is 19 months of true construction phase out of the 24 month period of the schedule. The other months are turnover and closeout. During contract negotiations, there must have been a discussion about calculating staff contingency on just the construction phase vs. the entire duration.  $\$1,446,000 \times (19/24) = 1,144,653 \times 10\% = \$114,000$ .

Staff Response: OK

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?

DCS Response 7/7: 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 **APPROVAL** of this Consultant Contract Amendment #2 in the amount of ~~\$173,146~~ \$162,312, which represents savings of \$10,834.

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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.

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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:

13. 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**

14. 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 3<sup>rd</sup> 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?

15. 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.

16. 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?

17. 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

18. 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:

19. 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)

Staff Response: 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?

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

DCS Response 7/7: Ok

Staff Response: OK

21. 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

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

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

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

23. 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?)

DCS Response 7/7: 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.

Staff Response: 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.

24. 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?

DCS Response 7/7: 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.

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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 16-181)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>C. Budget (\$)</u>	<u>(%)</u> <u>Budget</u>
Pre-Construction Phase	\$308,000			
Bid Phase	\$100,000			
Construction Administration Phase	\$1,544,400			
Project Close-Out Phase	<u>+\$171,600</u>			
TOTAL BASIC SERVICE FEE (#16-181) (A)	\$2,124,000		\$44,852,500	4.73%
<u>SPECIAL SERVICES:</u>				
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	<u>\$3,090</u>			
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%
<u>SPECIAL SERVICES (#20-120) (B1):</u>				
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 #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

DCS Response: 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

Staff Response: 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

Staff Response: 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?

DCS Response: 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

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

DCS Response: 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

DCS Response: 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.

RECOMMENDATION: 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 CCSU New Engineering Building Project. DCS elicited eleven (11) responses to the advertisement of which all of the respondents were considered “responsive”. DCS then proceeded to review the eleven submittals and after the completion of the internal review process, 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 CCSU New Engineering Building Project 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:

TCC Fee for Basic Services (PRB 16-181)	COST (\$) (BASIC)	COST (\$) (SPECIAL)	C. Budget (\$)	(%) 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%
<b>SPECIAL SERVICES:</b>				
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± 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.

**RECOMMENDATION:** It is recommended that SPRB APPROVE this new contract for Turner Construction to provide pre-construction and construction phase services at the CCSU New Engineering Building Project. 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.

<b>PRB #</b>	22-008
<b>Origin/Client:</b>	DCS/DAS
<b>Transaction/Contract Type</b>	AE / Task Letter
<b>Project Number</b>	BI-2B-414
<b>Contract</b>	OC-DCS-ENGY-0030
<b>Consultant:</b>	Source One, Inc. (DE)
<b>Property</b>	Hartford, Capitol Ave (470)
<b>Project purpose:</b>	CDECCA Plant Acquisition Due Diligence & Other Services
<b>Item Purpose</b>	Task Letter #1

**PROPOSED AMOUNT: NTE \$265,050**

At its meeting held on August 23, 2021 the State Properties Review Board voted, under PRB #21-031, DCS to approve TASK LETTER #3B in the amount Not-to-Exceed (NTE) \$39,900 to compensate the Consultant (AI Engineers) and their Sub-Consultant (Source One) for additional multi-discipline engineering services beyond the scope of work contained in Task Letters #3 and #3A.

At that time, supplemental services for the Project included the following scope of service:

- Provide continued analysis and technical assistance, commenced under prior Task Letters T3 and T3A, to DAS in its (1) evaluation of options regarding long-term provision of energy products (steam and chilled water) to the Capital Area Heating and Cooling District System (CAS) owned and operated by the State of Connecticut (State), (2) negotiations with the Capital District Energy Center Cogeneration Associates, JV (CDECCA) of the selected option or option(s).

**Phased- Negotiation Support:**

Provide continued technical assistance, analysis and advice to DAS as it negotiates with CDECCA regarding the long-term provision of energy products for the CAS, including such options as the purchase of the existing CDECCA plant, a cost plus agreement for the purchase and provision of energy products, or other agreements whereby CDECCA would sell, and the State would purchase, energy products.

Consultant's Deliverables included, but were not limited to:

- Technical reports on proposed terms, conditions, and costs arising during the course of negotiations.
- Summary and analysis of information pertaining to present plant operations, including costs and capital requirements provided by CDECCA.
- Financial modeling

Under this Proposal (PRB #22-008), DCS is seeking SPRB approval of TASK LETTER #1 in the amount Not-to-Exceed (NTE) \$265,050 to compensate the Consultant (Source One, Inc. DE) for providing services related to the technical due diligence and support leading to financial close of the Purchase and Sale Agreement and relocation of CAS pumping equipment and upgrades to the CAS.

The current Capitol Area System (CAS) pump station was damaged in an explosion on August 29th, 2021. With the purchase of the Capitol District Energy Center Cogeneration Association (CDECCA) plant it is the goal of the State to move pumping and associated operations into the CDECCA plant. The move would require a decommissioning plan for the current plant and an engineered design for the layout of the new equipment. This project will be designed and constructed pursuant to the CAS's statutory authority under CGS 4b-17.

The Consultant's Scope of Work will include Phase 1 & Phase 3 Services (Phases 2 & 4 are future services), to provide technical due diligence and support leading to financial close as follows:

Phase 1:

1. Establish RFI process and secure data room for transfer of information.
2. Conduct two day site walk with all stakeholders to survey property and establish scope bounds of due diligence period.
3. Conduct interviews with operational staff on recent changes to plant from electrical generating facility to thermal supply facility.
4. Review and comment of related documents outlined in proposal.
5. Provide technical due diligence and owners representation of technical related matters pertaining to acquisition of CDECCA plant including items outlined in proposal.
6. Request and review complete asset inventory/ database and assign action items to each major piece of equipment relative to execution of PSA
7. Prepare Scope Of Work/ RFP, review, administer and manage specialty consultants for purposes of supporting due diligence efforts
8. Utility commodity procurement strategy and options review

Phase 3:

1. Options and strategy assessment for relocating pump house system within plant
2. Concept sketches to convey level of design and installation effort to arrive at milestone schedules.
3. Evaluation of phasing (design and construction options) for optimizing existing temporary hot water boiler and distribution system at pump house and incorporating into plant capital renewal goals of converting from steam to hot water.
4. Development of millstone schedule showing options under consideration and their impact on key dates and currently operations.
5. Conduct supporting cost benefit analysis for the options identified.

DCS confirmed funding is available for this request.

On November 12, 2021, the SPRB approved the 7<sup>th</sup> series of On-Call Engineer-Energy Consulting Contracts awarded by the Department of Construction Services ("DCS") since 2003. The four (4) On-Call Contracts that are the subject of this memorandum have a maximum total cumulative fee of \$300,000 per contract and a common expiration date of 3/01/2024. The prior series of On-Call Engineer-Energy Consulting Contracts expired on 11/30/2021.

Source One has not been selected for any prior Tasks under the On-Call Contract.

**RECOMMENDATION:**

It is recommended that SPRB **approve** Task Letter #1 for Source One, Inc (DE). in the amount NTE \$265,050.

- DCS confirmed funding is available for the Task Letter.
- The Board approved the current On-Call Contract for a maximum fee of \$300,000 and a term that expires on 3/01/2024 (PRB #21-181).
- The submittal is accompanied by a Gift & Campaign Contribution Certification notarized on 6/04/2020.

**7. OTHER BUSINESS**

**8. VOTES ON PRB FILE:**

**PRB FILE #21-193** – Mr. Halpert moved and Mr. Valengavich seconded a motion to approve PRB 21-193. The motion passed unanimously.

**PRB FILE #21-196** – Mr. Berger moved and Mr. Valengavich seconded a motion to approve PRB 21-196. The motion passed unanimously.

**PRB FILE #22-008** – Mr. Halpert moved and Mr. Valengavich seconded a motion to approve PRB 22-008. The motion passed unanimously.

**9. NEXT MEETING** – Thursday, January 20, 2022.

The meeting adjourned.

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