

STATE PROPERTIES REVIEW BOARD

Minutes of Meeting Held On February 17, 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 February 17, 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

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 February 14, 2022 Meeting. The motion passed unanimously.

2. COMMUNICATIONS

Director Desai provided a summary of a communication from the Department of Agriculture regarding the Department's acquisition of development rights pursuant to CGS 22-26nn.

3. REAL ESTATE- UNFINISHED BUSINESS

4. REAL ESTATE – NEW BUSINESS

<i>PRB #</i>	22-017
<i>Transaction/Contract Type:</i>	RE – Voucher
<i>Origin/Client:</i>	DOT/DOT
<i>Property:</i>	110-136-013
<i>Grantor:</i>	Thomaston Savings Bank
<i>Property:</i>	Plymouth, Main St (197)
<i>Project Purpose:</i>	Major Intersection Improvements on Route 6 at North Main Street & Agney Avenue
<i>Item Purpose:</i>	Voucher

DAMAGES: \$7,000

DOT PROJECT: The purpose of the project is to correct operational and safety deficiencies at the intersections of Route 6 with South Main Street, North Main Street, and Agney Avenue. The proposed

improvements will include realignment of North Main Street to form a normalized four-legged intersection with Main Street opposite Agney Avenue. This new intersection will be signalized. In addition, left-turn lanes will be provided in both directions of Route 6 at the new North Main-Agney Avenue intersection; and on Route 6 westbound at South Main Street and eastbound at the Woods Court driveway. On-street parking will be provided along Route 6 on various locations.

There are right-of-way impacts associated with the proposed improvements. It is anticipated that approximately five sliver acquisitions and one total acquisition will be required to accommodate widening and sidewalk construction along Route 6, North Main Street and Agney Avenue. In addition, several slope and construction easements will be required.

Construction is anticipated to begin in spring 2022 based on the availability of funding, acquisition of rights of way and approval of permit(s). The estimated construction cost for this project is approximately \$5.3 million. This project is anticipated to be undertaken with eighty percent (80%) federal funds and twenty percent (20%) state funds.

SITE DESCRIPTION: The subject site is a rectangular-shaped, 4,792 sq.ft. (0.11 acre), parcel with 54' of frontage on the south side of Main Street and 121' of frontage on the east side of Agney Ave. The site is located in the C-Village zone and is a legal, non-conforming lot of record.



The subject is improved with an asphalt-paved parking lot accommodating approximately 10 spaces, landscaping and fencing. The site improvements are in average overall condition. The highest and best use is for continued parking with future limited commercial development.





(Source: Google Maps)

VALUATION: The DOT appraisal was completed on September 14, 2021 by DOT staff Appraiser Steven C. Miller.

Land Valuation: Based on the sales comparison approach, the appraiser considered three sales (2019-2021) of similarly zoned land and concluded that the fair market value of the subject land was \$4.25/sf, calculated as follows:

Item	Calculation	Value
Land Valuation	4,729 sf x \$4.25/sf	\$20,366
	Rounded	\$20,500

The town assessment records indicate the value of the land is \$61,000, or \$12.90/sf (100% value) based on a 2016 town-wide revaluation.

TAKING DESCRIPTION:

DOT requires acquiring the following:

- 884 square foot taking area
- 87 linear foot right to relocate fence

IMPACT OF THE TAKING:

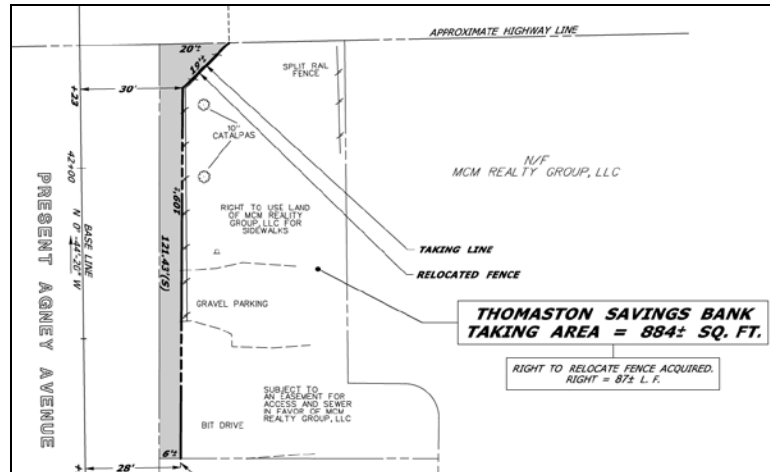
The State's acquisition of fee simple land encompasses 884± square feet of land. The acquisition generally resembles a 6'± wide strip along the entirety of the 121'± frontage on Agney Avenue, as well as a larger triangular portion (contiguous with the aforementioned strip) near the intersection of Main Street and Agney Avenue. The acquisition area mainly encompasses the concrete sidewalk areas along the site's west property line and the northwest corner. There is no loss of unlined parking on-site.

The scope of the infrastructure project requires the relocation of the existing wooden split rail fence along the Agney Avenue frontage and at the northwest corner of the site, amounting to 87'± Lineal Feet. While the State is acquiring the right, the end result is to relocate the fence, and thus there is no impact on, nor diminution of, contributory value.

Further, it is the understanding that two trees near the acquisition area (identified as 10" Catalpas on the acquisition map) are near the acquisition however are unimpacted by the State's acquisition via an *Extraordinary Assumption*. If it were found that these two trees are impacted in any way as a result of the State's infrastructure project, the appraiser reserves the right to consider its impact on value.

In the "After" condition, the subject property becomes further non-conforming as it becomes more narrowed and elongated, with the subject losing 18.5±% of its land area. Mr. Margus Laan of the Town of Plymouth indicates the subject property continues to be developable, however what limited structural

development allowed within the "Before" condition is now even further restricted due to the smaller, more narrow site shape having diminished site utility. It is the opinion of your appraiser that severance due to the State's project is warranted, due to the reduction of a relatively substantial amount of the parcel's area, and in addition to the constricted developable area having further limitations. The same dataset was utilized in both the "Before" and "After" valuation methodologies.



AFTER VALUATION:

The "After" valuation of the subject property is subject to the following Extraordinary Assumptions and Hypothetical Conditions:

EXTRAORDINARY ASSUMPTIONS:

The appraiser is valuing the subject property via the Extraordinary Assumption that two centrally located trees are unimpacted by the State's infrastructure project. Two trees that are identified as 10" Catalpas on the acquisition map are positioned near the State's acquisition area and the fence being relocated. It is the appraiser's understanding that the trees are sufficiently spaced from the taking line and do not require limbing, trimming, and/or removal as a result of the State's infrastructure improvement project. If it were found not to be the case, the appraiser reserves the right to consider its impact on value.

HYPOTHETICAL CONDITIONS:

The methodology used in this report is a standard State appraisal format in the form of a "Before and After" valuation appraisal used for eminent domain purposes. The appraisal considers that there is a willing seller in an acquisition by eminent domain and has disregarded any effect on the market value brought on by the State's project. The appraisal report was based on the Hypothetical Condition that the proposed road project will be completed as currently proposed in the Department of Transportation construction plans, on the day after the "as of" date. No other conditions were necessary to arrive at a value.

Land Valuation: Based on the sales comparison approach, the appraiser considered the same sales as in the Before Valuation and concluded that the fair market value of the subject land was reduced to \$3.50/sf, calculated as follows:

Item	Calculation	Value
Land Valuation	3,908 sf x \$3.50/sf	\$13,678
	Rounded	\$13,500

Calculation of Permanent Damages

Item	Value
Before Valuation	\$20,500
After Valuation	\$13,500
Permanent Damages	\$7,000

RECOMMENDATION: Staff recommend the Board approve this Proposal in the amount of \$7,000 for the following reasons:

1. The acquisition complies with Section 13a-73(c) of the CGS which governs the acquisition of property by the commissioner of transportation required for highway purposes.
2. The damages for the acquisition are supported by the DOT Appraiser’s estimate of value.

5. ARCHITECT-ENGINEER - UNFINISHED BUSINESS

6. ARCHITECT-ENGINEER - NEW BUSINESS

PRB # 22-009
Origin/Client: DCS/CCSU
Transaction/Contract Type AE / Task Letter
Project Number BI-RC-410
Contract OC-DCS-CA-0037
Consultant: Construction Advocacy Professionals, LLC
Property New Britain, Main St (185)
Project purpose: Charter Oak Relocation
Item Purpose Task Letter #1

PROPOSED AMOUNT: \$178,200

At its meeting held on April 5, 2021 the State Properties Review Board voted, under PRB #21-034, to approve TASK LETTER #2A in the amount \$2,475 to compensate the Consultant (Northeast Collaborative Architects, LLC) for additional design services beyond the scope of work contained in Task Letter #2 connected to the relocation of Charter Oak College to the ITBD Building in New Britain.

The intent of this Project is to renovate the 1st floor (6,600 gsf) and the 2nd floor (21,400 gsf) of Central Connecticut State University's Institute of Technology and Business Development (ITBD) located at 185 Main Street, New Britain. Charter Oak State College will then move out of their present locations, consolidating them into the newly renovated 1st and 2nd floor of CCSU's ITBD. This 4 story building's downtown location will provide a visible presence for Charter Oak while also accommodating the functional and programmatic needs for Charter Oak which primarily serves adult students from the State of Connecticut.

The Project is currently in the Bid Phase with bids due February 16, 2022.

Under this Proposal (PRB #22-009), DCS is seeking SPRB approval of TASK LETTER #1 in the amount of \$178,200 to compensate the Consultant - Construction Advocacy Professionals, LLC (CAP) - for providing CA Services and Move Management Services related to the Project with the following scope of work:

Construction Administration services for the demolition and renovation of the 1st and 2nd floors of CCSU’s 4-story Institute of Technology and Business Development (ITBD) Building in downtown New Britain. The 1st and 2nd floors will be the new permanent location of Charter Oak State College. Some work will be required to be done after hours on 2nd or 3rd shift and/or weekends. CA will be responsible to oversee after hours and weekend activity.

The scope of work shall include, but is not limited to, the following:

- Pre-Construction Phase (Bid Phase) - \$9,000
- Construction Phase Oversight (part-time services over 274 days + 90-day close out)
 - a. Part time construction oversight plus after-hours oversight for vault demolition and main lobby demo/construction - \$151,200
- Move Management Services - \$18,000

DCS and CSCU both confirmed funding is available for this request.

The overall construction and total project budget for the roof replacement and HVAC upgrades was increased to **\$4,219,249** and **\$5,965,876**.

CAP Fee for Basic Services (PRB #22-009)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>C. Budget (\$)</u>	<u>(%)</u> <u>Budget</u>
Schematic Design Phase	\$0			
Design Development Phase	\$0			
Construction Document Phase	\$0			
Bidding Phase	\$9,000			
Construction Administration Phase	<u>+\$151,200</u>			
TOTAL BASIC SERVICE FEE (#22-009) (A)	\$160,200		\$4,219,249	3.80%
<u>SPECIAL SERVICES:</u>				
Move Management Services		<u>+\$18,000</u>		
TOTAL SPECIAL SERVICES (B)		\$18,000		
TOTAL FEE (PRB #22-002) (A) + (B)		\$178,200	\$5,965,876	2.99%

On April 6, 2020, the SPRB approved the 7th series of On-Call Construction Administration Consulting Contracts awarded by the Department of Construction Services (“DCS”) since 1994. The seven (7) On-Call Contracts that were the subject of the memorandum have a maximum total cumulative fee of \$1,000,000/contract and a common expiration date of August 31, 2022.

Construction Advocacy Professionals, LLC has been selected for the following Tasks under the On-Call Contract.

- Task Letter #2 DPH Flex Lab \$86,600 (Informal)

Staff inquired with DCS regarding the following issue:

	CONSTRUCTION PERIOD DEC. 1, 2021 - SEPT. 01, 2022				ALLOWANCE #1 for 2nd/ 3rd Shift		ALLOWANCE #2 Move Management		
	Bid Period		36 Weeks		Hrs	\$ Weeks	Hrs	3 Weeks	
Project Executive/ Managing Director (1 Hr Wk)	\$ 200.00		18	\$ 3,600.00	0	\$ -	0	\$ -	
Project Manager (20 Hrs per Wk)	\$ 150.00	60	\$ 9,000.00	720	\$ 108,000.00	160	\$ 36,000.00	120	\$ 18,000.00
Financial/ Document Control (1 Hr Wk)	\$ 100.00		36	\$ 3,600.00	0	\$ -	0	\$ -	
TOTAL		60	\$ 9,000.00	774	\$ 115,200.00	\$ 36,000.00	\$ 18,000.00		

TOTAL FEE \$ 178,200.00

1. Article 1.B of the Task Letter clearly states construction phase services are for 274 days plus 90-day closeout, or a total of 52 weeks. Article 2.B states the fee for Construction Phase services is \$151,200. However, the Construction Services Fee Matrix on Page 6 of the TL identifies construction period 36 weeks. To understand better, pl provide a staffing matrix for the entire construction period including 90-day closeout.

DCS Response: The amount of construction phase days will be updated to 270 days, this will be revised on resubmitted TL before Thursday. The fee is negotiated at half time with an assumed use

of time at an average of 20 hours per week, there will be times when efforts are below or above 20 hours a week. I cannot provide a staffing matrix that will acutely reflect the expected use of time on a month-by-month basis. There for the construction phase work is a Not to Exceed Fee which requires all invoicing to show actual hours expended on the project in their monthly invoices. CA work during the 90-day closeout is substantially less effort and time. The construction phase not to exceed fee will cover the full cost of the construction phase and the closeout phase.

Staff Response:

2. Why is Allowance # 1 needed? The TL should be amended in the future based on the schedule finalized (regular hours/after hours/etc.) after the bids are received. It is not clearly right now if any work will be undertaken during 2nd and 3rd shift. Pl clarify what work might be done after normal hours? Per the proposal letter, this is an allowance, only if needed. (the intent is as needed not “if needed”) Is that correct? If yes, the TL should be modified to clearly state that this is allowance and that the fees will be incurred only if these services are rendered.

DCS Response: There are some construction activities that must take place after hours, including all work on main entrance, and the demolition of the bank vault. These activities must take place after hours due to the building being partially occupied during the construction period. Allowance 1 is a not to exceed fee for which the consultant will have to provide invoices showing actual hours worked, they will only earn the fees associated with after hours work for hours worked after hours.

Staff Response:

3. The TL does not properly identify that fees related to Allowance # 2 will not be incurred if the services are not rendered. The TL is in conflict with the CA services fee matrix provided in the TL. Also, when will these services be provided? During the construction period plus 90-days or later? A staffing matrix requested in Item 1 above for the entire construction period including 90-day closeout and move management will provide more clarity.

DCS Response: Fees for allowance 2 are a not to exceed fee and will only be incurred if said services are provided. Proper backup is required for these fees including monthly invoicing showing actual hours worked. These services will be provided once the project has reached a point where those services can begin, typically these services are provided near substantial completion and through the 90-day close out period. A staffing matrix would only be a guess at this time, this is why we are buying these services on a not to exceed fee basis.

Staff Response:

4. In an October 4, 2021 DCS communication to the Consultant, the following was stated: “Typically on a renovation project of this scale (construction cost \$4.2 million) we look to hire our CA’s at roughly 4% of the construction value. This would be for a full time CA. As this is part time, I cannot justify a full 4% but on the other hand, I can’t expect 2% since we need after hours oversight.” Please clarify if it is DCS Policy/Practice to inform a prospective contractor of what DCS will accept as a percentage of the construction cost vs. fees based on actual work required and how complex the project might be or not including other project requirements.

DCS Response: It is the Project Manager’s responsibility to negotiate fees as best serves the project and the State. The approach is at his/her discretion and is with the support of the Asst Director of Project Management.

Staff Response:

Staff received an email communication from DCS’ Kevin Kopetz stating “Good morning Dimple. Due to certain circumstances, DAS cannot move forward with the above-mentioned matter at this time and would like to withdraw it from SPRB’s review. We apologize for any inconvenience to you or the Board. Thank you.”

RECOMMENDATION:

It is recommended that SPRB **return** Task Letter #1 for the Consultant in the amount of \$178,200, pursuant to the 2-16-2022 email from DCS.

7. VOTES ON PRB FILE:

PRB FILE #22-017 – Mr. Halpert moved and Mr. Valengavich seconded a motion to approve PRB 22-017.

PRB FILE #22-009 – Mr. Halpert moved and Mr. Valengavich seconded a motion to return PRB 22-009.

8. NEXT MEETING – Tuesday, February 22, 2022.

The meeting adjourned.

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