

STATE PROPERTIES REVIEW BOARD

Minutes of Special Meeting Held On September 26, 2023 – solely by means of electronic equipment - via telephone conference –

Pursuant to CGS §1-225a, the State Properties Review Board conducted a Special Meeting at 9:30AM on September 26, 2023. Pursuant to the statute, this Meeting was held solely by means of electronic equipment, with Participants connecting via telephone conference at (860)-840-2075 and used passcode 284890492#.

The Notice provided designated this Special Meeting as open to the public. Call in instruction were provided as: Dial toll free (860)-840-2075 and use passcode 284890492#. If you have any questions or need assistance to attend these Meetings, you can contact SPRB Director Dimple Desai at dimple.desai@ct.gov to make appropriate arrangements.

Members Present – solely by means of electronic equipment:

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

Members Absent:

Staff Present – solely by means of electronic equipment:

Dimple Desai
Thomas Jerram

Guests Present – solely by means of electronic equipment:

Peter Simmons, DAS-CS
Shane Mallory, DAS Leasing
Sarah Tierney, DAS-CS
Donald Poulin, CTECS
Darren Hobbs, DAS Deputy Commissioner
Jenna Padula, Esq. DAS-CS
Tony Mancini, KBE
Matthew Peacock, KBE

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 September 21, 2023 Meeting. The motion passed unanimously.

2. COMMUNICATIONS

3. REAL ESTATE- UNFINISHED BUSINESS

PRB # 23-137
Transaction/Contract Type: RE –Release
Origin/Client: DOT/DOT
Project Number: 004-118-001A
Grantee: Town of Avon
Property: Avon, Waterville Rd (Rt 10) at Old Farms Rd
Project Purpose: Replacement of Bridge No. 04470, and Reconstruction of Old Farms Road & Route 10 Intersection
Item Purpose: QC Deed

September 18, 2023 Update

At the State Properties Review Board meeting held on September 5, 2023, the Board voted to suspend this file pending Board clarification of the following issues:

1. DOT Project No. 4-118-1A was presented to the SPRB on March 7, 2016, and the SPRB voted to approve the Release on March 28, 2016. No record of said Release was identified in the Avon Land Records. Please clarify why the land and easements were not released to the Town in 2016.
2. In this current Release, an easement acquired under DOT Project No. 4-118-11 is identified in the QC Deed to be released, as follows:

A full and perpetual easement to slope for the support of the highway, as acquired from Avon Old Farms School, Inc. d/b/a The Avon Old Farms School, Incorporated, as contained in an Easement Instrument dated April 18, 2017 and recorded in Book 708 at Page 1134 of the Avon Land Records.

Please clarify the following:

- a. Please confirm it is the intent of the State to Release this slope easement to the Town.
- b. And, if it is the intent to Release this easement, should a statement of assigning the easement to slope be included on page 3 of the Deed, similar to that of Fitzgerald as follows:

Together with that easement to slope assigned, as acquired from Paul R. Fitzgerald and Jill M. Fitzgerald as evidenced by a Certificate of Condemnation filed on June 26, 2018 and recorded in Book 720 at Page 301 of the Avon Land Records.

- c. Please identify the location of this slope easement on the Release Map to be filed in the Land Records and submitted with this Proposal.

DOT Response: The original deed sent in 2016 was sent over erroneously as the project was not completed. The voided deed should have been included in the package and is included herein. In researching the other questions, it was determined that a map revision was required. As such, please consider this a formal request to return the file. Once the map and deed are updated, we will forward the package out for statutory approvals.

Staff Response: OK

RECOMMENDATION: Staff recommend return of this Proposal to DOT pursuant to DOT's request.

CONVEYANCE FEE: \$0







At its meeting held on March 28, 2016, under PRB #16-062, the State Properties Review Board voted to approve the Release (TRR) the remainder of seven acquisitions (fee, easements & DROWs) under DOT Project No. 004-118-001A, to the Town of Avon. DOT previously acquired the land acquired for the *Realignment of Old Farms Road Project* and pursuant to Item No. 11 of Agreement No. 06.06-14(00) all remnants of the acquisitions were conveyed to the Town. There was no monetary consideration.

A review of DOT conveyances to the Town of Avon reveal that this Release was never recorded in the town's Land Records.

Search Results 1 to 3 of 3 For Expanded: Name #1 Firm/Last Name: (begins with) connecticut, state of In All Parties Index Type(s): LAN Document Type(s): QC Date From: 3/1/2016 Date Thru: 12/31/2023 Searched on 8/1/2023 7:34:04 AM ET

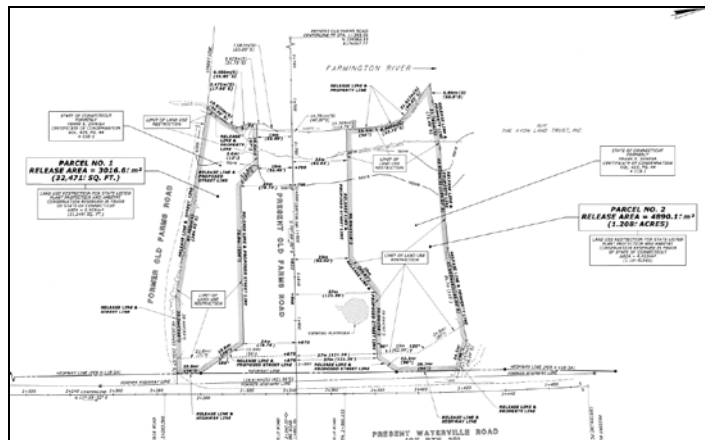
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#	View	Scan Pages	Date	Type	Party One	Party Two	Description	File#	Book/Page
1	 	3	01/30/2020	LAN QC	CONNECTICUT STATE OF	ZACHERY, CLARENCE E AKA ZACHERY, CLARENCE E SR	AVON MOUNTAIN RD		736 / 1203
2	 	3	09/11/2020	LAN QC	CONNECTICUT STATE OF DOT	AVON TOWN OF	REPLACE LOCAL BRIDGE 05850		745 / 1125
3	 	5	07/06/2022	LAN QC	CONNECTICUT STATE OF DOT	AVON TOWN OF	INTERSECTION OF OLD FARMS RD AND WATERVILLE RD		776 / 1015

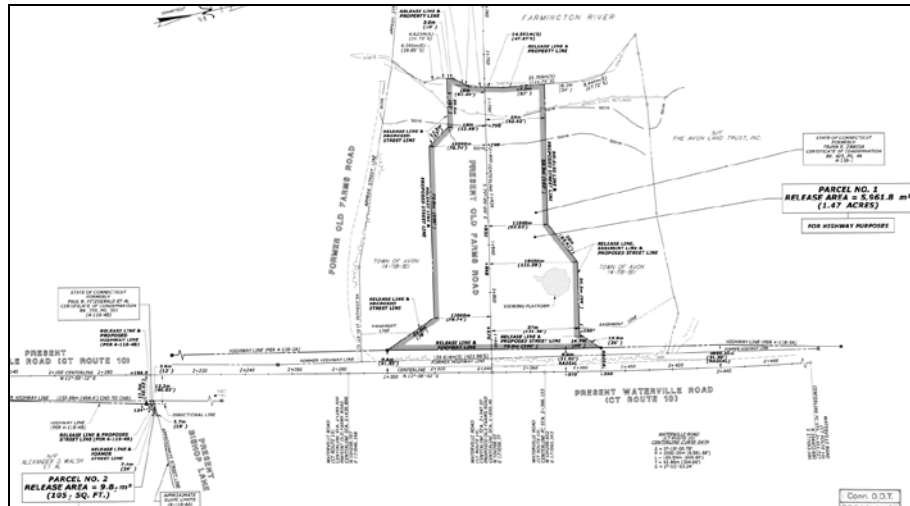
And on March 31, 2022, under PRB #22-023, SPRB approved the release two remnant parcels of land to the Town of Avon. Parcel No. 1 (s/s Old Farms) consisting of 32,471 ± square feet, and Parcel No. 2 (n/s Old Farms) consisting of 1.208 ± acres, are located on the westerly side of Present Waterville Road (CT Route 10), split by Old Farms Road.

The land was acquired by the Department of Transportation on behalf of the Town for the realignment of Old Farms Road. This property was requested by the Town of Avon for open space with a land use restriction for plant protection and habitat conservation pursuant to DEEP's regulations of 25- 68h-1 to 3 and use restriction for state listed plant protection and habitat conservation.



Parcels No 1 & No 2 released under PRB #22-023.

Under this Proposal (PRB #23-137), DOT is seeking SPRB approval to Release the land and easements to the Town of Avon, consisting of 1.47 ± acres (Parcel No. 1) and 105 ± square feet (Parcel No. 2), consisting of the present Old Farms Road and land located north of Old Farms Road and west of Present Waterville Road (CT Route 10).



Staff inquired with DOT regarding the following:

1. DOT Project No. 4-118-1A was presented to the SPRB on March 7, 2016, and the SPRB voted to approve the Release on March 28, 2016. No record of said Release was identified in the Avon Land Records. Please clarify why the land and easements were not released to the Town in 2016.
2. In this current Release, an easement acquired under DOT Project No. 4-118-11 is identified in the QC Deed to be released, as follows:

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Please clarify the following:

- a) Please confirm it is the intent of the State to Release this slope easement to the Town.
- b) And, if it is the intent to Release this easement, should a statement of assigning the easement to slope be included on page 3 of the Deed, similar to that of Fitzgerald as follows:

Together with that easement to slope assigned, as acquired from Paul R. Fitzgerald and Jill M. Fitzgerald as evidenced by a Certificate of Condemnation filed on June 26, 2018 and recorded in Book 720 at Page 301 of the Avon Land Records.

- c) Please identify the location of this slope easement on the Release Map to be filed in the Land Records and submitted with this Proposal.

RECOMMENDATION: Staff recommend suspension of this Proposal to assign the land and easements acquired by the State to the Town of Avon pending response from DOT.

Mr. Valengavich moved and Mr. Halpert seconded a motion to go out of Open Session and into Executive Session at 10:49. The motion passed unanimously.

EXECUTIVE SESSION

PRB #: 23-149-A
Transaction/Contract Type: AG / PDR
Origin/Client: DoAG/DoAG

Statutory Disclosure Exemptions: 1-200(6) & 1-210(b)(7)

Upon completion of the Board's review of this Proposal, Mr. Valengavich moved and Mr. Halpert seconded a motion to go out of Executive Session and into Open Session at 10:53. The motion passed unanimously.

4. REAL ESTATE – NEW BUSINESS

PRB #	23-150
Transaction/Contract Type	RE / Amendment
Origin/Client	DAS / DAS
DAS Project:	SB 21-02
Grantee:	Pennrose, LLC
Property:	Hartford, Trinity Street (18-20 & 30)
Project Purpose:	Sale of Surplus Property pursuant to CGS 42-21(e)
Item Purpose:	Second Amendment to Purchase and Sale Agreement

At the State Properties Review Board meeting held on April 27, 2023, under PRB #23-049, the Board approved a First Amendment to Purchase and Sale Agreement to modify certain performance deadlines in the Agreement as follows:

The First Amendment to Purchase and Sale Agreement incorporated the following new deadlines:

- 2-8-2023 – Title Approval/Disapproved Title Matters deadline (Article 3.(b));
- 8-12-2023 – Funding Commitment/Financing Period deadline (Article 8.(b)); and
- 6-30-2023 – Due Diligence deadline (Article 9.(b)).

Under this Proposal (PRB #23-150), DAS now seeks approval for a Second Amendment to Purchase and Sale Agreement to extend the Funding Commitment/Financing Period deadline (Paragraph 2 of First Amendment) to October 12, 2023.

DAS provided the following narrative in support of this request.

There have been significant changes since the contract was approved in 2022. These include but not limited to; the exceedingly high construction cost increases, the interest rate environment that has dramatically decreased not just the size of the permanent mortgage but has doubled or tripled the amount of construction loan interest these deals need to carry.

Other cost drivers include, building floor plate inefficiencies, historic requirements (including historic windows which add significant costs) and structural issues. These buildings have significant lead and asbestos abatement work needed based on reports and studies both the state and the buyers have commissioned.

The buyers' contingencies for title and due diligence have now passed and the only remaining one is the finance period which currently expires August 12, 2023 (from the first amendment). The buyers have requested a further extension of the finance period of sixty (60) days to October 12, 2023. They have also requested an urban act grant for \$6,000,000 to provide the last piece of the funding for the estimated \$45m project. A decision on the grant is pending (and will require bond commission approval, the next meeting isn't scheduled until September) hence the reason for the extension.

The status of the financing (since the request for approval on the first amendment):

1. **Financing:** the buyer has been working diligently on obtaining the necessary funds to complete this \$45 million project. The details follow:
 - Capitol Regional Development Authority (CRDA) has approved a low interest loan in the amount of \$6,480,000.
 - Funding remains a combination of equity, bank financing, CRDA financing and tax

- credits.
- As earlier stated, the request for the urban act grant is pending.

RECOMMENDATION: Staff recommends that the Board approve the Second Amendment to Purchase and Sale Agreement to extend the Funding Commitment/Financing Period deadline to October 12, 2023.

From PRB #23-049

At the State Properties Review Board meeting held on June 30, 2022, the Board approved a Purchase and Sale Agreement for the State to sell two properties to Pennrose, LLC for \$1,100,000. The Office of the Attorney General approved the Agreement on August 12, 2022. The Agreement incorporated the following deadlines:

- 10-12-2022 – Title Approval/Disapproved Title Matters deadline (Article 3.(b));
- 4-12-2023 – Funding Commitment/Financing Period deadline (Article 8.(b)); and
- 2-8-2023 – Due Diligence deadline (Article 9.(b)).

Under this Proposal (PRB #23-049), DAS seeks SPRB approval for a First Amendment to Purchase and Sale Agreement to extend deadlines contained within Articles 3, 8 and 9 of the original Purchase and Sale Agreement, as follows:

1. The last sentence in Paragraph 3(b) is deleted in its entirety and replaced with the following:

Notwithstanding any other provision in this Agreement, Purchaser's right to terminate this Agreement due to a Disapproved Title Matter in accordance with this section will in no event extend past February 8, 2023.

2. The first sentence in Paragraph 8(b) of the Agreement is deleted in its entirety and replaced with the following:

Purchaser shall pursue financing for the purchase and development of the Property commencing on the Date of this Agreement and ending on the earlier to occur of (i) the date that Purchaser secures all necessary funding commitments (the "**Funding Commitments**") or (ii) the date that is 12 months following the Date of this Agreement (the "**Financing Period**").

3. The first sentence in Paragraph 9(b) of the Agreement is deleted in its entirety and replaced with the following:

Purchaser shall have until June 30, 2023 to complete its due diligence and feasibility studies (the "**Due Diligence Period**").

Article 24 is also amended to reflect updated statutory language.

The First Amendment Purchase and Sale Agreement now incorporates the following deadlines:

- 2-8-2023 – Title Approval/Disapproved Title Matters deadline (Article 3.(b));
- 8-12-2023 – Funding Commitment/Financing Period deadline (Article 8.(b)); and
- 6-30-2023 – Due Diligence deadline (Article 9.(b)).

DAS provided the following narrative to support this request:

- **Financing:** the buyer has been working diligently on obtaining the necessary funds to complete this \$45 million project. The details follow:
 - They have been working with the Capitol Regional Development Authority (CRDA) among others and are now seeking \$6.48 million from CRDA which is lower than the \$10.8 million previously thought necessary. One of the big changes to the budget is the fact that the buyer can qualify for more private historic tax credit equity than formerly thought, before working with CRDA, as well as increasing the first mortgage considerably.
 - Due to the rising high costs for construction and increasing interest rates they have been working on obtaining financing that will include these additional costs.
 - Funding is a combination of equity, bank financing, CRDA financing and tax credits. They are working hard to complete this but due to market conditions and the complexity CRDA will not be able to get on the bond agenda by April 14th, (Bond Commission meetings are often cancelled), which would partially finalize the buyer's financing, and therefore the buyers have asked for an extension to August 12, 2023.
- **With respect to due diligence** – a lot has been completed including hazmat testing, structural investigations, schematic design, envelope engineering investigation, window survey, and steel testing. The buyers have had site tours with SHPO and gotten positive feedback from them on the historic front.
 - Due diligence has revealed:
 - unsurprisingly, space inefficiencies exist in both buildings.
 - deferred maintenance.
 - outdated building systems.
 - poor condition of the exterior, the rear of 18 Trinity has had such extensive water damage that the exterior may need to be completely rebuilt. This requires testing (with a 6–8-week turnaround time on results). The buyers will only begin that testing once financing is secured due to the high costs of the tests. They will not be able to do the testing with results by April 14th, hence they have asked for an extension to June 30, 2023, to do so.

Staff inquired with DAS regarding the following:

1. Please provide a copy of the original Purchase and Sale Agreement signed by the Office of the Attorney General.
DAS Response: Attached.
Staff Response: OK
2. Please clarify if this First Amendment to Purchase and Sale Agreement must be presented to the Committees of Cognizance in the State Legislature for their review.
DAS Response: Yes, it does have to go to the Legislative Committees.
Staff Response: OK

RECOMMENDATION: Staff recommends that the Board approve the First Amendment to Purchase and Sale Agreement.

5. ARCHITECT-ENGINEER - UNFINISHED BUSINESS

PRB # 23-033
Origin/Client: DCS/SDE
Transaction/Contract Type AE / Amendment
Project Number: BI-RT-878
Contract: BI-RT-878-CA
Consultant: KBE Building Corporation
Property Milford, Orange Ave (600) – Platt Technical High School
Project purpose: Expanded CA Services for FF&E & Time Extension
Item Purpose Amendment #2 for Expanded CA Services

CONSULTANT FEE: \$404,843 ~~\$445,450~~

At the State Properties Review Board meeting held on March 16, 2023, the Board voted to suspend this file pending Board clarification of the following issues:

1. Provide a copy of the NTP to the CMR (Morganti) to commence Phase 1 construction phase services.

DAS Response: See attached.

Staff Response: NTP was issued on March 3, 2023, with a start date of March 4, 2020. Phase 1 Substantial Completion was March 4, 2022 (730 days) and Phase 2 was June 15, 2023 (345 days). OK

2. The GMP referenced a NTP for commencement of the Project on/about March 4, 2020. Did Phase 1 of this Project (new THS) require the use of any Work Authorization Orders (WAO) pursuant to CGS 4b-103(c)?

DAS Response: There were no WAOs issued for this Project.

Staff Response: OK

3. What is the status of Phase 1 of the Project? Is it 100% complete? Please provide copies of the Certificate of Substantial Completion (DAS Form 7810) and Certificate of Acceptance (DAS Form 7820).

DAS Response: Phase 1 of the project is not yet complete. The final punch list walk through was scheduled for 03/28/2023. Phase 1 will remain incomplete until such time that the former school building is demolished due to scope of work involving bus loop and other sitework. The 7810 Certificate of Substantial Completion is the second attachment. The 7820 Certificate of Acceptance will be issued with the project is formally accepted.

Staff Response: Form 7810 identified the school building substantially complete as of August 9, 2022.

Total fees to CA under this Amendment #2:

KBE Building Corporation – Time Extension – To provide continued Construction Administrative services due to the delayed start to Phase 2's Abatement and Demolition of the "Old" Platt Tech HS, which is result of the State having to rebid this scope of work a second time. Upon completion of demolition, the CMR for the Phase 1 New Construction, will commence with completing Phase 1 Bus Loop, followed by limited Phase 2 scope to close out the project: **\$319,368.00 (Three Hundred Nineteen Thousand Three Hundred Sixty-Eight Dollars).**

Total fees to CA sub-consultant (STV) under this Amendment #2:

STV, Inc. – CO #03 – As requested by Dept of School Construction, Grants and Review, prior to final FF&E approvals and issuance of Purchase Orders, STV to provide Room Layout and Design Plans for all FF&E. Project Architect confirmed their drawings were for informational purposes and not to be used for actual layouts. Value as agreed to is: **\$76,697.00 (Seventy-Six Thousand Six Hundred Ninety-Seven Dollars).**

4. Provide a copy of the NTP to the CMR to commence Phase 2 construction phase services.

DAS Response: See the third attachment. To clarify, DAS did not release Phase 2 as part of the CMR scope of services. It was bid out separately and the work is not CMR project delivery type.

Manafort Brothers, Inc. is the Prime Contractor for the Phase 2 demolition scope.

Staff Response: NTP was issued on January 6, 2023 with a start date of January 17, 2023 and completion date June 16, 2023 (150 days). Manafort was the successful bidder to this DAS-advertised project (2022BIRT878D) - \$2,580,000 for demo. The CA Fees under this Amendment #2 will pay for “limited Phase 2 scope to close out the project.” OK

5. What is the status of Phase 2 of the Project (Demolition/Athletic Fields/Bus Loop)?

DAS Response: Abatement and utility disconnects are now complete. The demolition of the south side of the former school building began 03/20/2023 and is expected to continue through July 2023. The bus loop is not in the scope of Phase 2; it is part of Phase 1 scope. The bus loop will commence when the south side of the former school building is demolished.

Staff Response: OK

6. Describe what the “revised limited Phase 2 scope of work” referred to within Section 1(D) of Amendment 2 to BI-RT-878-CA.

DAS Response: This refers to the CMR for Phase 1 (Morganti) to complete the bus loop, backfilling the area of the former school building, grass seeding and fence removal once the demolition of the former school is completed. Completion of the bus loop will commence once the south portion of the former school building is demolished, and the area made safe. The scope of demolition, Phase 2, started with the south side of the former school building so that the Phase 1 pending work would be able to commence.

Staff Response: OK

7. Based on this proposed Amendment 2, it appears that the CMR had delays in Phase 1 as well as with the commencement of Phase 2.

- a) Please clarify if DCS has issued any communication to the CMR with respect to Liquidated Damages and if yes, please provided copies of any communications.

DAS Response: Delays in Phase 1 and the commencement of Phase 2 (not CMR) did occur. There are no communications with the CMR with respect to liquidated damages.

Staff Response: OK

- b) And, if no, please clarify why DCS elected not to pursue Liquidated Damages.

DAS Response: The associated delays are not subject to liquidated damages assessment.

Staff Response: OK

8. Provide a copy of the Sub-Consultant’s (STV) Proposal to the Consultant detailing their \$76,697 fee as referred to in Change Order Proposal (COP) No. 3, dated October 27, 2022.

DAS Response: See attached.

Staff Response: STV provided detailed explanation and staffing matrix in support of their additional fee. OK

9. Clarify why DCS is now submitting a request for the Sub-Consultant’s (STV) fees when this issue was first identified in April 2022 and presented in Change Order Format in October 2022.

DAS Response: KBE issued a notification of their construction administration services needing to be extended due to the schedule delays of Phase 1, and to provide coverage for the scope of Phase 2. This was primarily done verbally and with a table emailed with prior project management staff. The notification was not followed by a formal proposal. There were other scope changes, as well, reflected with this submission that had extended revisions and clarifications. KBE was educated on the process, and they were asked to provide a proposal for the extended services duration and the other scope changes into one document so that we could capture all of the changes within one amendment.

Other delays involved the FFE purchase order process – an extended period of time was lost for multiple purchases due to the purchasing having to go through the Grants office for approval and processing. (This is the last technical high school that will follow that process.) Those delays impacted several members of this project team. CTECS was working with OSCGR requesting the FFE purchases, KBE with STV continually followed up, but the process was challenging. KBE has documented that there were numerous emails and calls between their sub-consultant, CTECS, former DAS staff, and themselves advising concerns and inability to hold pricing upon receipts of executed purchase orders that materials would likely become unavailable or extended lead times.

A change in DAS RECS project management staff in November 2022 prolonged the review period as replacement staff learned the project details and the process to move the project forward.

Staff Response: OK

10. Section III (B) of BI-RT-878-CA authorized the Consultant to be reimbursed for the retention of any Special Consultants (+5% overhead/profit) retained during the Project. Please clarify the following:

a) How did DCS approve of the Consultant's proposed Fee (\$445,450), of which \$59,410 is included for Overhead & Profit, when the Special Consultant's fee is \$76,697, indicating \$3,835 is due ($\$76,697 \times 5\% = \$3,834.85$), a difference of \$55,575.

DAS Response: The overhead/profit percentage has been amended.

Staff Response: The revised Amendment #2 appears to have another error in calculation, resulting in a reduction of \$40,607 to \$404,843.

The attendant fees/credits should be calculated as follows:

Multi-Vista:	-\$11,025
STV, Inc:	+\$76,697
STV, Inc OHP:	+\$3,835
KBE:	+\$319,368
Total – A#2	\$388,875

DAS should reconcile their calculations to arrive at their revised fee of \$404,843 with that of calculations provided above indicating the revised fee should be \$388,875.

Section III (B)(1) specifically provides the Consultant the ability to add a fee of 5% to a sub-consultants services for overhead and profit, as follows:

III. SPECIAL SERVICES

A. At the option of the State, the Construction Administrator may be required to contract for special services.

B. SPECIAL CONSULTANTS

1. Should it be necessary for the Construction Administrator to engage the services of a licensed land surveyor, geotechnical engineer, test boring firm, or other special consultants for the purposes of this contract, the State shall reimburse the Construction Administrator for the cost of such services and in addition shall also pay the Construction Administrator five percent (5%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

Pursuant to Exhibit B of the Contract, the Consultant's fee is inclusive of overhead and profit as follows:

The total fee for the Construction Administrator shall be:

Three Million Three Hundred Ninety-One Thousand Five Hundred
Twenty-Seven Dollars \$3,391,527.00

Said fee includes all subconsultants' fees and the Construction Administrator's overhead and profit. Fees shall be paid as indicated below for the completion of the work specified when previously authorized in writing:

Staff 7-20-23 Email to DAS: There are still errors in calculating the fees. To be simplistic, the total should be \$388,875 (see the yellow highlighted table in my email below). KBE cannot charge O&P as the main consultant. They can charge O&P for their subs.

Therefore, KBE's calculation of \$404,843.00 (TOTAL for Consultants and KBE) in the attached revised CO is incorrect.

Please let me know if you want to discuss this on TEAMS. I like to put this up for action. Thanks

DAS-Legal 7-24-23: What we have resubmitted reflects the correct total fee of the amendment (\$404,843). The proposal indicates a 5 percent mark-up on the subconsultant's fee. The remainder of the fee (after the deduction) is the total fee for KBE as indicated in the proposal we attached.

Staff Response 8-03-23 as of this date DAS-CS has not had any communication with Staff regarding the issue of what is the correct compensation due the Consultant - \$404,843 vs \$388,875.

- b) How did DCS approve of the Consultant's proposed Fee that included \$59,410 for Overhead & Profit which is: A) 15.4% of the total fees of \$385,040; and B) Paid Overhead & Profit on the Consultant's extended CA Phase Services fee of \$319,368?

DAS Response: The overhead/profit percentage has been amended.

Staff Response: See above.

- 11. Clarify if the \$11,025 credit for unused photographic and web-cam services includes reimbursement of the Consultant's Overhead & Profit.

DAS Response: The credit value is for the unused services provided. There is no additional credit for overhead and profit. A breakdown for the monthly billings is included as a supporting attachment to reflect the calculation – please see the fifth attachment

Staff Response: OK

- 12. Exhibit B, Section G, of BI-RT-878-CA provided for a \$25,000 Design and Construction Phase Contingency. Has this funding been utilized? And if yes, please provide copies of the COP's for the CA's expanded services funded by the Contingency.

DAS Response: The funding has been utilized.

Staff Response: DAS and KBE negotiated lump sum payment for extended Pre-Construction period from 9-4-19 to 12-6-19.

Consultant was seeking reimbursement \$30,909, as for Project Manager (\$195/hr) and Pre-Con Manager (\$142/hr), follows:

Hours:	117	57
Rate:	195	142
Totals	\$22,815	\$8,094

Original CA Contract did not specify hourly rates.

Under Amendment #1 to CA (PRB #22-004) billed hours for the period of March 2021 through June 2021 were Senior Project Planner (\$153/hr) and Assistant Project Manager (\$101/hr). OK

- 13. Clarify if Section 1(D) of Amendment 2 to BI-RT-878-CA should specifically state what compensation is being paid to the Sub-Consultant (STV) as well as what compensation is being paid to the Consultant for extended CA Phase services.

DAS Response: The services were primarily associated with the FFE scope of work for this project. The additional scope included additional work accepting FFE, rescheduling deliveries, coordinating storage, not ready to be placed due to rooms not being ready, additional work for final placement and commissioning, added equipment list, among other details. A schedule and matrix are included with the STV change order proposal attached to the KBE proposal for additional services (refer again to attachment four).

Staff Response: OK

August 23, 2023 follow up to DAS-CS:

The Board received the revised TL last week based on my discussion with Jenna.

I am providing you with the staffing matrix provided with the Revised submission and the Original submission. Pl look at the "Blended Contract Rate 2023" for these two submissions.

I do not understand why this rate would change now after the Board inquired about the math errors. Why would the blended rate change now, if it was agreed upon/negotiated during the Original submission?

Let me know if you want to discuss this or need more info, thanks.

REVISED SUBMISSION AFTER BOARD INQUIRY (latest):

Consultants:	
Multi-Vista	(\$11,025.00)
STV, Inc.	\$76,697.00
5% OH&P	\$ 3,835.00
\$69,507.00 (SUBTOTAL on Consultants)	
Construction Administrator:	
KBE	\$335,336.00

Platt Tech HS, BI-RT-878 / OSCGR#900-0013

Time Extension March 2023 thru October 2023

To continue providing oversight of Abatement and Demolition of the "Old" Platt Tech High School" and completion of Phase 1, and limited Phase 2 scope of work

Phase	Job Title	Blended Contract Rate 2023	Projected Hours March 2023	Projected Hours April 2023	Projected Hours May 2023	Projected Hours June 2023	Projected Hours July 2023	Projected Hours August 2023	Projected Hours September 2023	Projected Hours October 2023	Total Hours	Total Cost
01-001	OnSite Field Rep	\$173.00	173.00	173.00	173.00	173.00	173.00	173.00	173.00	173.00	1,384.00	\$ 239,432.00
01-002	Project Manager	\$171.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	320.00	\$ 54,720.00
01-004	Project Executive	\$228.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	128.00	\$ 29,184.00
01-007	Safety / QC Manager	\$146.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	32.00	\$ 4,672.00
01-008	Project Accountant	\$90.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	64.00	\$ 5,760.00
01-025	Scheduler	\$98.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	16.00	\$ 1,568.00
SubTotal											\$ 335,336.00	
To Be Invoices Monthly											\$ 41,917.00	

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ORIGINAL SUBMISSION: (as you can see KBE was charging 5% OH&P on top of their fees (not the sub-consultants), which is not allowed by the contract. Also, there was an error in calculations - it is not 5% but little over 15% when they calculated OH&P. This error has since been addressed.)

Multi-Vista	(\$11,025.00)
STV, Inc.	\$76,697.00
KBE	<u>\$319,368.00</u>
SUBTOTAL	\$385,040.00
5% OH & P	<u>\$ 59,410.00</u>
TOTAL	\$445,450.00

Platt Tech HS, BI-RT-878 / OSCGR#900-0013

Time Extension March 2023 thru October 2023

To continue providing oversight of Abatement and Demolition of the "Old" Platt Tech High School" and completion of Phase 1, and limited Phase 2 scope of work

Phase	Job Title	Blended Contract Rate 2023	Projected Hours March 2023	Projected Hours April 2023	Projected Hours May 2023	Projected Hours June 2023	Projected Hours July 2023	Projected Hours August 2023	Projected Hours September 2023	Projected Hours October 2023	Total Hours	Total Cost
01-001	OnSite Field Rep	\$163.00	173.00	173.00	173.00	173.00	173.00	173.00	173.00	173.00	1,384.00	\$ 225,592.00
01-002	Project Manager	\$169.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	320.00	\$ 54,080.00
01-004	Project Executive	\$221.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	128.00	\$ 28,288.00
01-007	Safety / QC Manager	\$139.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	32.00	\$ 4,448.00
01-008	Project Accountant	\$85.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	64.00	\$ 5,440.00
01-025	Scheduler	\$95.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	16.00	\$ 1,520.00
SubTotal											\$ 319,368.00	
To Be Invoices Monthly											\$ 39,921.00	

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DAS-CS 9-1-2023 Response: I am providing a response to your question below on behalf of project management. I believe Peter is out today. The fee was negotiated in total, not by hourly rates. As you know, the first proposal segregated the firm's overhead and profit. Their overhead and profit should be included within their total fee. The revised proposal reflected that but still had the rates listed as if the overhead and profit were separate and being added to the fee. Since that is not the case, the rates needed to be amended to reflect the overhead and profit within them—that is the last proposal you received.

DD 9-5-2023 to JP On this particular proposal, there is still a question regarding the OH&P issue. Even if it was a lump-sum negotiated price, there should not be OH&P charges. Consultants and DCS should know that the primary consultants are not allowed OH&P by contract. Their rates and proposal provided includes OH&P, which was an error to begin with. The consultant is fairly paid fees for their scope of work and their effort to complete the scope.

The Board cannot agree to allow to modify their proposal to include OH&P by changing their hourly rates now after the question was raised and pointed out by the Board.

DAS-CS 9-5-2023 Response (ST): Is the Board advising that no firms can have overhead and profit calculated within their hourly rates?

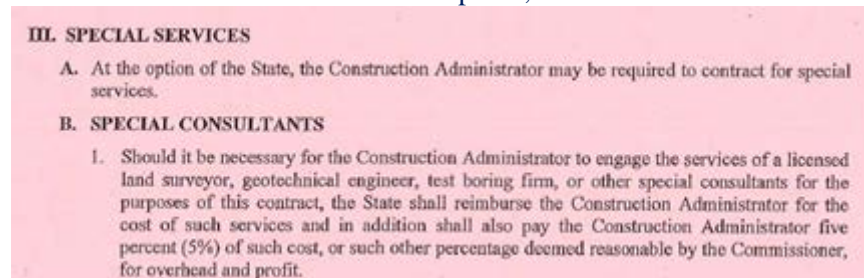
All firms on the On Call contract series have overhead and profit calculated into their rates for their provided services.

Specific to this project and the construction administration services, the firm segregated their overhead and profit from their rates, and then they updated their hourly rates not segregating their overhead and profit values. There was no net increase after the Board pointed out the inconsistency.

DD 9-5-2023 to ST -Hope all is well. The Board is advising DCS to follow DCS's "contractual language" (see below) between DAS and KBE. Contract's terms and conditions must be followed. When KBE provides a fee proposal, their fee proposal includes OH&P (similar to what they had provided back in Feb. 2018; pg 30 of 38 of the original contract). There should not be a separate line item for OH&P for KBE other than their sub-consultants. On-call contract is irrelevant in this discussion as KBE's selection was through a formal process.

Please provide the Form 1261-1 - Construction Administrator's (CA) Total Fixed Fee Proposal from their original proposal.

Section III (B)(1) specifically provides the Consultant the ability to add a fee of 5% to a sub-consultants services for overhead and profit, as follows:



Pursuant to Exhibit B of the Contract, the Consultant's fee is inclusive of overhead and profit as follows (page 30 of 38 of the original contract from Feb. 2018):

The total fee for the Construction Administrator shall be:

Three Million Three Hundred Ninety-One Thousand Five Hundred Twenty-Seven Dollars	33,391,527.00
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Said fee includes all subconsultants' fees and the Construction Administrator's overhead and profit. Fees shall be paid as indicated below for the completion of the work specified when previously authorized in writing:

Hope this clarifies Board's position, thanks.

DD 9-5-2023 follow-up to ST - I am still confused about why the proposal was negotiated as presented to the Board in early July when DCS and KBE knew or should have known that OH&P must be included in the fee proposal similar to what they did in Feb of 2018 per the contractual language. How are these blended hourly rates derived? Based on what basis? Has DCS compared these blended rates to their 2018 rates?

Also, pl provide the form 1261-1 from their original submission.

DAS-CS 9-18 Response (JP): The fee for the additional services in this amendment is \$404,843. This amount was negotiated by DAS and has been reflected in the amendment. At the end of the day, what is included in the proposal is irrelevant. Whoever we contract with is obligated to perform the duties detailed in the contract and will be paid the amount indicated in the contract. Somewhere along the way SPRB has asked for an hourly fee chart. Often, the hourly fee chart adds no value to the package—we do not evaluate proposals based on the firm's rate of pay to its employees. Further, and more importantly, we are directed by statute as to how we choose and negotiate with firms and the hourly fees paid play no role in those decisions.

KBE is entitled to the full fee of \$404,843 for its additional work on this project.

This amendment was first submitted to SPRB on March 2, 2023. KBE has rightfully lost patience with this process. As further delay continues to adversely affect the project, the Board should put this on an agenda ASAP.

Staff Response: How can something included in the proposal, which is the basis for the amendment **NOT RELEVANT**? (see highlighted text above). Whatever was proposed in the contract originally had errors. Hourly rates were provided in the proposal as “blended rates” in the original submission to the Board (not somewhere along the way.... as DCS indicates). The simple inquiry started when DCS submitting an amendment with errors not questioning hourly rates (math errors and incorporating costs not allowed by the contract). Ultimately, DCS modified the blended rates after the errors were pointed out by the Board to account for the OH&P. This is where the Board asked for clarification of the change in the blended rates. The issue of what is directed by the statute is not even relevant to this discussion. In negotiations of the fees, the hours and the hourly rates play a huge role – it identifies the length of the services to be provided, which staff is going to provide the service, how many hours the staff is spending, what level of expertise DCS is getting in performing the service,). Hourly fee chart plays a very critical role during amendments proposed by the consultants in determining the validity of the additional fees sought by the consultant. I do not think that the hourly rates as shown are the actual rates being paid to its employees. The delay is not from the Board side, this entire proposal should have been vetted for accuracy as it went through the process and reviewed by various DCS staff. The process utilized by DCS as described above is very concerning.

RECOMMENDATION: After the deliberations between Deputy Commissioner Hobbs, DCS staff, KBE and the Board, the proposal was recommended for approval to move the project forward. The approved \$404,843 fee was reduced from \$445,450, which constitutes a savings of \$40,607.

CONSULTANT FEE: \$445,450 (NET INCREASE)

At the February 3, 2022 SPRB Meeting, the Board approved, under PRB #22-004, Amendment #1 to the Consultant Contract to expend an additional \$61,337 for the Consultant to retain a Sub-Consultant for expanded furniture design and construction administration services.

At the January 2, 2018 SPRB Meeting, the Board approved, under PRB #17-349, the Consultant's Contract (BI-RT-878-CA) for the design and construction of a new Platt Technical High School comprising approximately 230,000 GSF, capacity for approximately 1,062 students and 250 parking spots. The overall compensation rate for this basic service was \$2,729,841 with an additional \$661,686 for special services. As such the total project fee was \$3,391,527. The special services detailed in the project scope included building commissioning services, estimating services, Multi-Vista photo documentation and move management services.

The construction was phased to include the construction of the new school facility, the demolition of the existing facility and the remaining site work/new athletic fields. Construction phase duration was set at 1,004 days, plus a 90-day close out period (BI-RT-878-CA - Exhibit A, Section II (C)).

The Morganti Group, Inc. is the CMR. The GMP Amendment to the CMR Contract was approved by the AG on February 28, 2020. The GMP was \$98,758,978.

Milestone Dates set forth in the GMP are as follows:

- March 4, 2022 – Substantial Completion - Phase 1 (construction of new school based on 730 days);
- July 5, 2022 – Start of Phase 2 (demolition of existing school & construction of new athletic fields)
- June 15, 2023 – Substantial Completion – Phase 2 (based on 345 calendar days);
- June 2, 2022 – Date of Acceptance – Phase 1; and
- September 13, 2023 – Date of Acceptance – Phase 2.

Liquidated Damages are \$7,996/day for each calendar day beyond the established Substantial Completion Date of June 15, 2023.

Liquidated Damages are \$4,996/day for each calendar day beyond the ninety (90) calendar days after the established Substantial Completion Date for Phase 2.

According to local news reports the newly-constructed school opened in early October 2022.



Courtesy: Google Maps – October 2022 imagery.

Under this proposal (PRB #23-033), DCS is now seeking Board approval of Amendment #2 to the Consultant Contract to expend an additional \$445,450 for extended construction administration services and extended Move Management Services, both due to delays (per Consultant). An \$11,025 credit for unused Photographic and Web-Cam services is also provided. The net increase to the Contract is \$445,450. In this most recent Proposal, DCS reports the project is currently 65% into construction.

Within the Consultant's October 28, 2022 communication to DCS, revised to February 16, 2023, with the following narrative contained within Change Order Proposal (COP) No. 3, dated October 27, 2022:

Description of Proposed Change(s):

Additional work for accepting FF&E and rescheduling deliveries and coordinating storage for furnishings and equipment not ready to be placed, due to the rooms not being ready to accept the FF&E. Then additional work for final placement and commissioning into service. Also added equipment to the FF&E list as of 10/25/22 additional time is recorded on the attached fee matrix. This describes addition work during the spring of 2022, work required after the original contract date completion of July 18, 2022, work to date and additional requested work through the end of the 2022 calendar year.

Reason for Change:

Due to delays in procurement of FF&E by State of CT staff, and the GC being behind schedule, STV is and has been required to provide additional work to receive, validate and coordinate the installation of FF&E multiple times. This fact and because the GC was behind on schedule, the FF&E that has been delivered requires multiple relocations and storage coordination due to the fact that the rooms were not ready to receive. Therefore a significant increase in man hours for coordination of FF&E was and is required. STV has had to handle the furnishings and equipment multiple times in temporary storage areas. Then as the contractors then need access to a room being used for storage, things need to be relocated again. Multiple relocations (in excess of 24 times) of FF&E products require significant coordination to accommodate the contractors need and assure safety of the products, flooring and walls. If the Procurement of many items was completed on time and if the contractor were on schedule there would be no request for change. STV has had to move many rooms and many items several times wasting valuable man hours and forcing substantial effort relocating, securing and tracking equipment that was supposed to be delivered and installed once. We started to track this time in March as it became apparent this was going to impact our total man hours for the project. As of 10/25/22 the request to extend our staff until the end of 2022 to receive materials still outstanding was made and that projected time is included in this change order request. This includes the additional request made this week to coordinate the Exhaust equipment for the Auto Shop and Dust Collection units.

Additional Manhours required between April 15th and July 18th.			
	Hours		Rate - 157/hr
4/15/2022	2	Perugino	\$314.00
4/29/2022	7	Perugino	\$1,099.00
5/6/2022	6	Perugino	\$942.00
5/13/2022	6	Perugino	\$942.00
5/27/2022	4	Perugino	\$628.00
6/10/2022	5	Perugino	\$785.00
6/17/2022	4	Perugino	\$628.00
6/24/2022	6	Perugino	\$942.00
7/1/2022	4	Perugino	\$628.00
7/8/2022	4	Perugino	\$628.00
Total	48		\$7,536.00

Additional time required from original contract completion date:											
BI-RT-878 Platt Technical High School											
Phase	Scope	Timeline	No. Wks.	Project Executive		Rosanne Senior Project Planner		Harshitha Assistant Project Manager		Totals	
				Hrs. Week	Total Hrs.	Hrs. Week	Total Hrs.	Hrs. Week	Total Hrs.		
Additional Moves and Coordination going forward from original contracted completion date.											
		7/18/2022	12/26/2022	23	1	23	10	230	12	276	\$69,161
Total Hrs.						23		230		276	\$29
Cost / Hr. 2021						\$225		\$157		\$101	
Cost PP.						\$5,175		\$36,110		\$27,876	\$69,161
Additional work provided from April 15th 2022 through July 18th											
Change Order #3 request											
										\$7,536	
										\$76,697	

The Consultant – KBE – provided the following Matrix to support their request for additional CA Phase fees:

Platt Tech HS, BI RT-878 / OSCGR#900-0013												
Time Extension March 2023 thru October 2023												
To continue providing oversight of Abatement and Demolition of the "Old" Platt Tech High School" and completion of Phase 1, and limited Phase 2 scope of work												
Phase	Job Title	Blended Contract Rate 2023	Projected Hours March 2023	Projected Hours April 2023	Projected Hours May 2023	Projected Hours June 2023	Projected Hours July 2023	Projected Hours August 2023	Projected Hours September 2023	Projected Hours October 2023	Total Hours	Total Cost
01-001	OnSite Field Rep	\$163.00	173.00	173.00	173.00	173.00	173.00	173.00	173.00	173.00	1,384.00	\$ 225,592.00
01-002	Project Manager	\$169.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	320.00	\$ 54,080.00
01-004	Project Executive	\$221.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	128.00	\$ 28,288.00
01-007	Safety / QC Manager	\$139.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	32.00	\$ 4,448.00
01-008	Project Accountant	\$85.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	64.00	\$ 5,440.00
01-025	Scheduler	\$95.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	16.00	\$ 1,520.00
221											SubTotal	\$ 319,368.00
											To Be Invoiced Monthly	\$ 39,921.00

KBE Building Corporation - Time Extension - To provide continued Construction Administrative services due to the delayed start to Phase 2's Abatement and Demolition of the "Old" Platt Tech HS, which is result of the State having to rebid this scope of work a second time. Upon completion of demolition, the CMR for the Phase 1 New Construction, will commence with completing Phase 1 Bus Loop, followed by limited Phase 2 scope to close out the project.: **\$319,368.00 (Three Hundred Nineteen Thousand Three Hundred Sixty-Eight Dollars).**

Multi-Vista	(\$11,025.00)
STV, Inc.	\$76,697.00
KBE	<u>\$319,368.00</u>
SUBTOTAL	\$385,040.00
5% OH & P	<u>\$ 59,410.00</u>
TOTAL	<u>\$445,450.00</u>

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

As part of this contract amendment DCS states that the construction budget is \$98,752,693 and the total project budget is \$123,904,982.

KBE Fee for Basic Services (PRB 17-349)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>C. Budget</u> <u>(\$)</u>	<u>(%)</u> <u>Budget</u>
Design Phase Services	\$127,631			
Bidding and Review Phase	\$54,699			
Construction Administration Phase	\$2,292,761			
Project Close-Out Phase	<u>+\$254,750</u>			

TOTAL BASIC SERVICE FEE (#17-349) (A)	\$2,729,841		\$93,000,000	2.93%
AMENDMENT #2 - PRB #23-033 (A2)				
Extended CA Phase Services to 10-31-2023	\$375,943			
TOTAL BASIC SERVICE FEE (#23-033) (A) + (A2)	\$3,105,784		\$98,752,693	3.15%
<u>SPECIAL SERVICES:</u>				
Building Commissioning		\$212,041		
Multi-Vista Photo Documentation Services		\$151,508		
Project Contingency		\$25,000		
Move Management Services		<u>+\$273,137</u>		
TOTAL SPECIAL SERVICES(B)		\$661,686		
FF&E Layout, Bidding & Acquisition Services (B1) - PRB #22-004		<u>+\$61,337</u>		
AMENDMENT #2 - PRB #23-033 (B2)				
Extended Move Management Services	\$80,532			
Photographic Documentation Services – Credit	<u>-\$11,025</u>	<u>+\$69,507</u>		
TOTAL SPECIAL SERVICES (B) + (B1) + (B2)		\$792,530		
TOTAL FEE (PRB #23-033) (A) + (A2) + (B) + (B1) + (B2)		\$3,898,314	\$98,752,693	3.15%

Staff have requested clarification of the following issue:

1. Provide a copy of the NTP to the CMR (Morganti) to commence Phase 1 construction phase services.
2. The GMP referenced a NTP for commencement of the Project on/about March 4, 2020. Did Phase 1 of this Project (new THS) require the use of any Work Authorization Orders (WAO) pursuant to CGS 4b-103(c)?
3. What is the status of Phase 1 of the Project? Is it 100% complete? Please provide copies of the Certificate of Substantial Completion (DAS Form 7810) and Certificate of Acceptance (DAS Form 7820).
4. Provide a copy of the NTP to the CMR to commence Phase 2 construction phase services.
5. What is the status of Phase 2 of the Project (Demolition/Athletic Fields/Bus Loop)?
6. Describe what the “revised limited Phase 2 scope of work” referred to within Section 1(D) of Amendment 2 to BI-RT-878-CA.
7. Based on this proposed Amendment 2, it appears that the CMR had delays in Phase 1 as well as with the commencement of Phase 2.
 - a) Please clarify if DCS has issued any communication to the CMR with respect to Liquidated Damages and if yes, please provided copies of any communications.
 - b) And, if no, please clarify why DCS elected not to pursue Liquidated Damages.
8. Provide a copy of the Sub-Consultant’s (STV) Proposal to the Consultant detailing their \$76,697 fee as referred to in Change Order Proposal (COP) No. 3, dated October 27, 2022.
9. Clarify why DCS is now submitting a request for the Sub-Consultant’s (STV) fees when this issue was first identified in April 2022 and presented in Change Order Format in October 2022.

10. Section III (B) of BI-RT-878-CA authorized the Consultant to be reimbursed for the retention of any Special Consultants (+5% overhead/profit) retained during the Project. Please clarify the following:
 - c) How did DCS approve of the Consultant's proposed Fee (\$445,450), of which \$59,410 is included for Overhead & Profit, when the Special Consultant's fee is \$76,697, indicating \$3,835 is due ($\$76,697 \times 5\% = \$3,834.85$), a difference of \$55,575.
 - d) How did DCS approve of the Consultant's proposed Fee that included \$59,410 for Overhead & Profit which is: A) 15.4% of the total fees of \$385,040; and B) Paid Overhead & Profit on the Consultant's extended CA Phase Services fee of \$319,368?
11. Clarify if the \$11,025 credit for unused photographic and web-cam services includes reimbursement of the Consultant's Overhead & Profit.
12. Exhibit B, Section G, of BI-RT-878-CA provided for a \$25,000 Design and Construction Phase Contingency. Has this funding been utilized? And if yes, please provide copies of the COP's for the CA's expanded services funded by the Contingency.
13. Clarify if Section 1(D) of Amendment 2 to BI-RT-878-CA should specifically state what compensation is being paid to the Sub-Consultant (STV) as well as what compensation is being paid to the Consultant for extended CA Phase services.

RECOMMENDATION: Staff recommend suspension of Amendment #2 in the amount of \$445,450 to provide extended Move Management and CA Services for the Project, pending response from DCS regarding Board inquiries.

FROM PRB #22-004

CONSULTANT FEE: \$61,337

At the January 2, 2018 SPRB Meeting, the Board approved, under PRB #17-349, the Consultant's Contract (BI-RT-878-CA) for the design and construction of a new Platt Technical High School comprising approximately 230,000 GSF, capacity for approximately 1,062 students and 250 parking spots. The overall compensation rate for this basic service was \$2,729,841 with an additional \$661,686 for special services. As such the total project fee was \$3,391,527. The special services detailed in the project scope included building commissioning services, estimating services, Multi-Vista photo documentation and move management services.

Under this proposal (PRB #22-004), DCS is now seeking Board approval of Amendment #1 to the Consultant Contract to expend an additional \$61,337 for expanded furniture design and construction administration services.

DCS provided the following support for the expanded services:

- 1) Provide all furniture, fixture, and equipment specifications based on approval and needs of each of the technical high school system departments;
- 2) Work with Platt Technical High School and Connecticut Technical Education and Careers System (CTECS) staff to review and select all the new furniture and equipment for classrooms, administrative, ancillary, and trade shop areas;
- 3) Develop specifications and detailed plans for furniture, fixture, and equipment layout beyond the project architectural plans, which provide general layout plans for informational purposes and coordinate with mechanical, electrical, and plumbing trades for rough-in connections only;
- 4) Provide plan review of all documents to verify they meet ADA and accessibility requirements;

- 5) Procure all specified furniture and equipment through the State DAS procurement system utilizing State contracts and, if needed, bidding out non contracted equipment through a competitive process.

The CA is retaining the services of a Sub-Consultant – STV, Inc, a PA-based AE firm with a local office in Hartford (<https://www.stvinc.com/>).

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

As part of this contract amendment DCS states that the construction budget is \$98,752,693 and the total project budget is \$123,459,532.

KBE Fee for Basic Services (PRB 17-349)	COST (\$) (BASIC)	COST (\$) (SPECIAL)	C. Budget (\$)	(%) Budget
Design Phase Services	\$127,631			
Bidding and Review Phase	\$54,699			
Construction Administration Phase	\$2,292,761			
Project Close-Out Phase	+\$254,750			
TOTAL BASIC SERVICE FEE (#17-349) (A)	\$2,729,841		\$93,000,000	2.93%
SPECIAL SERVICES:				
Building Commissioning		\$212,041		
Multi-Vista Photo Documentation Services		\$151,508		
Project Contingency		\$25,000		
Move Management Services		+\$273,137		
TOTAL SPECIAL SERVICES(B)		\$661,686		
FF&E Layout, Bidding & Acquisition Services (B1) - PRB #22-004		+\$61,337		
TOTAL SPECIAL SERVICES (B) + (B1)		\$723,023		
TOTAL FEE (PRB #22-004) (A) + (B) + (B1)		\$3,452,864	\$98,752,693	3.50%

Staff have requested clarification of the following issue:

1. Please clarify why the ARC of record is not providing these services as the CA must retain the services of a sub-consultant to achieve the same results.
DCS Response: Back in 2015 when the original contract was being drafted , I neglected to negotiate the procurement of the FF&E, as the ARC typically does lay out the furniture, but the actual selection & procurement is an added service... The IT/TeleComm and a majority of the shop equipment in a State Tech School is by SDE – CTEC consultants anyway, so I never got it into the original design contract... With that and with the CA hiring the Move Manager, it made more sense at this juncture, to have the CA select & procure the FF&E package & assist CTECS and the School moving forward.
Staff Response: OK
2. Was it by design that the A/E was providing FF&E services for layout and information purposes only?
DCS Response: Based on the original proposal and draft contract, it was by design... Furniture layout is really a place holder on the plans so wall elevations/layouts, ADA requirements, and foot traffic flows as well as room capacities could be determined.
Staff Response: OK
3. Is this customary that CA provides FF&E services and not A/E?
DCS Response: I believe it is not customary that CA provides FF&E procurement only Move Management services (depends on the size & needs of the Agency); In this case, as stated above, it made more sense, given where we were in the construction, to have the CA select & procure the FF&E package & assist CTECS and the School since it corresponds with the move management of the project (less hands in the pot).
Staff Response: OK

RECOMMENDATION: Staff recommend approval of Amendment #1 in the amount of \$61,337 to provide extended CA Services for the Project.

Re: PRB # 17-349, Standard Fixed-Fee— Construction Administration Services Contract
Platt Technical High School – New School Project – Milford
Project #BI-CTC-878-CA – KBE Building Corporation, Inc. - Total Fee \$3,391,527

PROJECT BRIEF– In general this project involves the design and construction of a new Platt Technical High School comprising approximately 230,000 GSF, capacity for approximately 1,062 students and 250 parking spots. The first phase of the project will require the completion of a pre design study to evaluate various building program options which are as follows: 1.) “Renovate as New” the entire facility with minimal building additions, 2.) Construction of a large scale building additions to minimize renovation areas or 3.) Construction of a new school. The existing school is currently situated on a 50+-acre campus and was originally constructed in the 1970s with limited upgrades thereafter. The current CTTHS Master Plan calls for a 25,000 GSF building program to support new programs and initiatives. CTTHS has requested that DCS evaluate the current master plan versus the construction of a brand new building on the campus inclusive of supporting amenities such as parking, athletic fields and improved landscaping. In addition, the new building or renovated school will include general technology laboratories, computer support rooms, SMART Board environment classrooms as well as general academic classroom and support services. The initial legislative authorization for this project as established a construction budget of \$93,000,000 and total project budget of \$124,566,000.

In March 2017 the Department of Construction Services (“DCS”) issued a Request for Qualifications (RFQ) for *Construction Administration Consultant Teams* related to the New Platt THS Project. DCS received fifteen (15) responses to the RFQ and reviewed all submittals based upon an established rating criteria. DCS selected Arcadis U.S., Inc., KBE Building Corporation, Skanska Building USA, Inc., O&G Industries, Inc. and the Turner Construction Company for short list interviews. At the conclusion of the process DCS identified KBE Building Corporation (“KBE”) as the most qualified firm.

This contract is for *Construction Administration Consultant Team Services* for the completion of the Platt THS New School Project from the initiation of design phase services, bidding and construction administration. The overall compensation rate for this basic service is \$2,729,841 with an additional \$661,686 for special services. As such the total project fee is \$3,391,527. The special services detailed in the project scope include building commissioning services, estimating services, Multi-Vista photo documentation and move management services.

FEE – The costs of basic and special services are as follows:

KBE Fee for Basic Services (PRB 17-349)	COST (\$) (BASIC)	COST (\$) (SPECIAL)	C. Budget (\$)	(%) Budget
Design Phase Services	\$127,631			
Bidding and Review Phase	\$54,699			
Construction Administration Phase	\$2,292,761			
Project Close-Out Phase	+\$254,750			
TOTAL BASIC SERVICE FEE (#17-349) (A)	\$2,729,841		\$93,000,000	2.93%
SPECIAL SERVICES:				
Building Commissioning		\$212,041		
Multi-Vista Photo Documentation Services		\$151,508		
Project Contingency		\$25,000		
Move Management Services		+\$273,137		
TOTAL SPECIAL SERVICES(B)		\$661,686		
TOTAL FEE (PRB #17-349) (A) + (B)		\$3,391,527	\$93,000,000	3.65%

- The RFQ posted in March 2017 elicited 15 candidates. The Selection Panel interviewed five firms and recommended the appointment of KBE ranked #1 by the selection interview panel. The selection was approved by Commissioner Currey on 4/27/2017.

- KBE is locally located in Farmington, Connecticut. This firm was established in 1959 as Konover Construction Company with KBE now acting as division of SiKon Corporation. The office has a local office staff of 60 members. The office has 5± engineers and 30± construction related professionals involved with project management, field services, scheduling and estimating. KBE is a Corporation in the State of Connecticut and does not have a Major Contractors License.
- Peoples United Insurance Agency reported that over the past 5 years the company has been exposed to eight (8) professional and/or general liability claims none of which are related to projects in this state.
- The submittal is accompanied by a Consulting Agreement Affidavit notarized on 6/6/2017.

RECOMMENDATION: SPRB Staff recommends Approval of this contract for KBE Building Corporation to provide services at the New Platt THS Project. The overall basic services fee percentage of 2.93% is well within the guideline rate of 5% for CA services.

6. ARCHITECT-ENGINEER - NEW BUSINESS

7. OTHER BUSINESS

8. VOTES ON PRB FILE:

PRB FILE #23-137 – Mr. Valengavich moved and Mr. Halpert seconded a motion to return PRB FILE #23-137. The motion passed unanimously.

PRB FILE #23-149-A – Mr. Halpert moved and Mr. Berger seconded a motion to approve PRB FILE #23-149-A. The motion passed unanimously.

PRB FILE #23-150 – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #23-150. The motion passed unanimously.

PRB FILE #23-033 – Mr. Valengavich moved and Mr. Halpert seconded a motion to approve PRB FILE #23-033. The motion passed unanimously.

9. NEXT MEETING – Thursday, September 28, 2023 – will be held solely by means of electronic equipment.

The meeting adjourned.

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