

STATE PROPERTIES REVIEW BOARD

Minutes of Meeting Held On October 5, 2023

– solely by means of electronic equipment - via telephone conference –

Pursuant to CGS §1-225a, the State Properties Review Board conducted a Regular Meeting at 9:30AM on October 5, 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 Regular 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:

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

Members Absent:

Staff Present – solely by means of electronic equipment:

Dimple Desai
Thomas Jerram

Guests Present – solely by means of electronic equipment:

Jennifer Vigneault, DAS-CS
Anthony DiNapoli, DAS-CS

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 October 2, 2023 Meeting. The motion passed unanimously.

2. COMMUNICATIONS

3. REAL ESTATE- UNFINISHED BUSINESS

4. REAL ESTATE – NEW BUSINESS

PRB File #: 23-161
Transaction/Contract Type: RE – Lease
Origin/Client: DEEP/DEEP
DEEP Project #: A-2013-23
Lessee: Woodcock Nature Center, Inc.
Property: Wilton, Deer Run Rd (54) –Norwalk River Flood Control Site #7B (152 acres)
Project Purpose: Continued public passive recreational and educational purposes and related uses
Item Purpose: New 30-Year Lease

Lease Price: \$1,000/term

Project Background:

The Woodcock Nature Center has operated on the property for several decades. Beginning in 1971, the State leased 6 acres of the property to the Town of Ridgefield, which then subleased that land to the Woodcock Nature Center, Inc. in 1986. Later, DEEP leased approximately 143 adjacent acres directly to the Woodcock Nature Center in 1992. Over the intervening years various lease renewals have been executed, but all have since expired. Since 2021, the Department has worked with the Center to renew the existing lease while simplifying the leasing structure. The current lease covers the entirety of the various properties that have been directly or indirectly leased to the Center over the years and provides that the Center will be responsible (subject to DEEP’s review and approval) for maintenance of the entire property.

Under this Proposal (PRB #23-161) DEEP is seeking SPRB approval of a new 30-year Lease for the Woodcock Nature Center’s continued use of 152 acres for public passive recreational and educational purposes and related uses. DEEP states their statutory authority to Lease this land is pursuant to CGS §22a-324. SPRB review is required pursuant to CGS §22-324.

DEEP provided the following narrative in support of this new Lease:

The proposed rental payment for this lease is \$1,000.00. In conjunction with this lease renewal, the Center has commissioned (with DEEP approval) an up-to-date survey of the entire property, providing a significant benefit to DEEP. That survey is also attached. Furthermore, the Center is planning (at its expense) to engage in rehabilitation of the various buildings and structures on the property, many of which are in a deteriorated condition. Finally, the Center will continue, subject to DEEP’s review and approval, to provide a variety of educational and nature-based programs to the public at the property, including scholarship opportunities for disadvantaged youth who may not be otherwise able to participate in those programs.

The terms of the lease are as follows:

Lessee	Woodcock Nature Center, Inc.
Premises	Wilton, Deer Run Road (54)
Use	Restricted to passive public recreational & educational purposes and related uses on 152 acres
Access	The public has access from dawn to dusk every day. Fees may be charged for access to the site, subject to prior written approval from State

Term	Thirty years commencing upon AG approval (no renewals)
Termination	For cause with 180 day notice
Rent	\$1,000/term
Utilities, costs	All by tenant, if available (no electric, gas, sewer or water currently at site)
Other	Lease includes specifications for insurance and indemnification requirements.

Specific to this Lease are reporting requirements as follows:

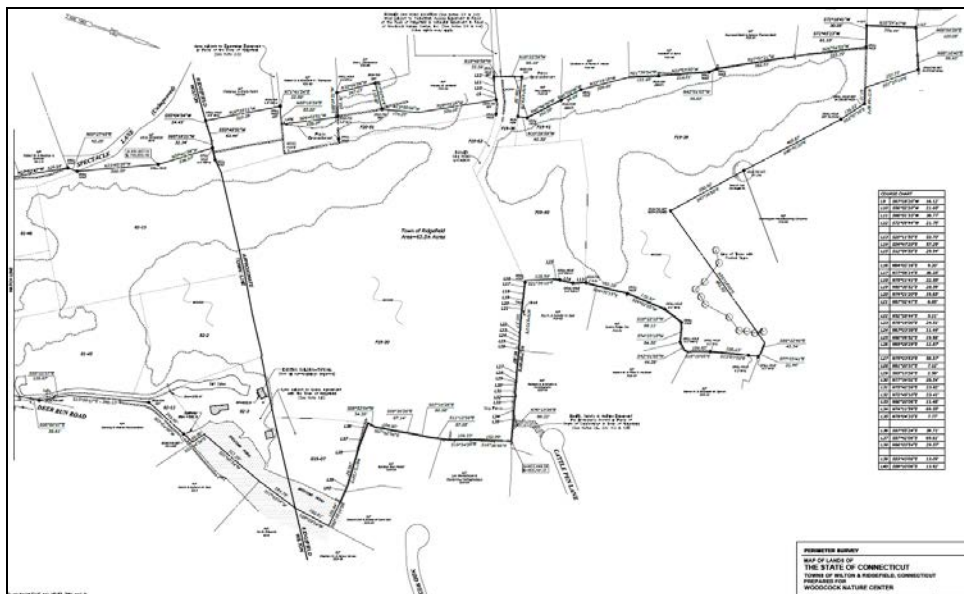
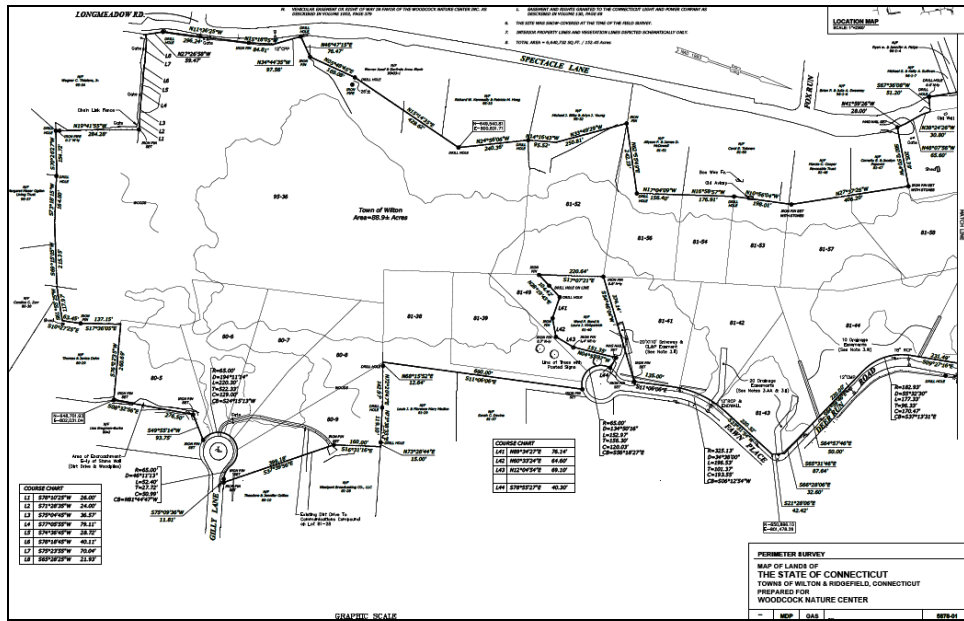
6. **Reporting.** The Lessee shall submit to the State, at no cost to the State, an annual report (due on each anniversary date of the first day of the Term) consisting of the following data and information (the “Annual Report”):
 - (a) current and existing programs offered to the public and to members (including a description of the outreach and scholarships made available pursuant to Section 5 hereof);
 - (b) program fees and other charges charged in the year preceding submission of the report and/or proposed to be charged in the year subsequent to submission of the report;
 - (c) list of any State, local and federal planning, building and environmental permits submitted and obtained;
 - (d) list of existing buildings and structures located on the premises;
 - (e) photographs documenting existing buildings and structures located on the Leased Premises;
 - (f) any and all plans for addition to, alteration of, or construction of any building, structure, or other Improvement on the site (“Capital Improvement Plan”);
 - (g) status updates on the construction and/or installation of Improvements previously approved by the State as part of an approved Capital Improvement Plan;
 - (h) any material changes to the site or land over the course of the previous year as a result of routine maintenance or in response to the order of a government official or otherwise undertaken by Lessee as permitted pursuant to Section 2(b) or Section 2(c) hereof;
 - (i) such other data, as defined by Section 4e-1 of the Connecticut General Statutes, as may be required by the State in accordance with Section 4e-72 of the Connecticut General Statutes. No portion of this subsection shall be construed as limiting the State’s right to request additional information at any time in accordance with Section I of Schedule B attached hereto.

The Lessee executed the Lease on May 12, 2023. The Lessor executed the Lease on May 31, 2023. DAS approved the Lease agreement on July 5, 2023 and OPM approved the Lease agreement on August 21, 2023.

RECOMMENDATION: Board approval of the Lease agreement to Woodcock Nature Center, Inc. is recommended for the following reasons:

- The Commissioner of Energy and Environmental Protection has the authority under CGS §22a-324 to enter into lease agreements, subject to the approval of DAS, OPM, SPRB & the AG.
- The 152 acres will continue to be used solely for public recreation and education purposes and related uses.
- The Lessee paid the \$1,000 rent (per term). The term of the lease is for 30 years, commencing upon approval of the AG. The State reserves the right to terminate the lease for cause with 180 days’ advance notice.

Sec. 22a-324. (Formerly Sec. 25-109b). Conveyance and transfer of real property for watershed program purposes. (a) The Commissioner of Energy and Environmental Protection, with the advice and consent of the Commissioner of Administrative Services, the State Properties Review Board and the Secretary of the Office of Policy and Management, may sell, lease and convey in the name of the state, or otherwise dispose of, or enter into agreements concerning, any land, buildings and real property owned by the state and obtained for or in connection with works of improvement under sections 22a-318 to 22a-322, inclusive, which land, buildings or real property are not necessary for such purposes, reserving for the state the rights and privileges necessary for constructing, operating and maintaining the works of improvement, except those relating to recreational or fish and wildlife developments, provided for under said sections.



<https://www.woodcocknaturecenter.org/our-history>

Woodcock Nature Center was founded by a former Ridgefield First Selectman: J. Mortimer Woodcock. Since 1972 Woodcock has grown to provide educational programming for over 4,000 learners of all ages each year including school field trips, our popular summer camp and enrichment programs, which support our educational efforts by immersing the community in direct experiences with nature. We partner with local organizations to present lectures, workshops, and films, and our guided hikes, child and caregiver classes and on-site animal encounters provide a means for the public to engage with and learn from our natural world. In fact, in 2023 Woodcock was awarded the Edith Meffley Award from the Ridgefield Conservation Commission for its excellence in providing environmental education to the community.

Woodcock's 152 acres of preserve, originally inhabited by the Siwanog tribe and today owned by the state of Connecticut straddles both Wilton and Ridgefield. The preserve includes historic stone walls and stands of old maple, beech, oak and hickory trees, a pond, wetlands, vernal pools and nearly 4 miles of hiking trails which remain a resource for thousands of hikers, birders and outdoor enthusiasts. Woodcock's trails, natural playground, nature center, and outdoor aviaries (where we care for ambassador animals including 2 non-releasable birds of prey and nearly 20 reptiles and amphibians) are publicly accessible year-round with no admission fee.

Woodcock Nature Center does not receive any funds from local towns or the state of Connecticut and fundraises privately for every dollar necessary to sustain its programs and facilities — in fact, 50% of our revenues are from these donations along with special events income. We depend on the generosity of private foundations, corporations and individuals to remain a resource to our community.

<https://www.woodcocknaturecenter.org/visit-wnc>

Our trails are open to the public 365 days a year from dawn until dusk for family and individual use unless noted. Trails and grounds close at sunset. There is no cost to visit the grounds.

Visitors are welcome to explore our grounds, visit our birds of prey and use our playground during daylight hours. Please note that access to these areas and some parts of our trails may be limited during Woodcock programming and events.

5. ARCHITECT-ENGINEER - UNFINISHED BUSINESS

6. ARCHITECT-ENGINEER - NEW BUSINESS

<i>PRB File #:</i>	23-165
<i>Origin/Client:</i>	DAS/WCSU
<i>Transaction/Contract Type:</i>	AE / CA Services Contract
<i>Project Number:</i>	CF-RD-317
<i>Contract:</i>	CF-RD-317-CA
<i>Consultant:</i>	Turner Construction Company
<i>Property:</i>	Danbury, White St (181) – WCSU
<i>Project purpose:</i>	Pinney Residence Hall Envelope Repairs & Building Upgrades
<i>Item Purpose:</i>	New Consultant Contract

PROPOSED AMOUNT: \$819,000

At the State Properties Review Board meeting held on June 6, 2022, the Board voted, under PRB #22-056 to approve the Consultant's Contract - CF-RD-317-ARC – for design and construction administration services in conjunction with the Project - Pinney Residence Hall Envelope Repairs & Building Upgrades. The Consultants Fee was \$474,585.25. The construction phase duration was estimated at 511 days plus 90 days for project closeout. The overall construction and total project budget were established at \$6,648,316 and \$9,688,667 respectively.

On March 10, 2023, the state retained Newfield Construction Group, LLC as the CMR for this Project.

- The CMR Contract anticipates a construction phase of 510 days plus 90 days for close out.
- No date for the GMP Amendment has been set.
- Liquidated Damages are \$4,369/day for each calendar day beyond the established Substantial Completion Date (TBD).
- Liquidated Damages are \$2,044/day for each calendar day beyond the ninety (90) calendar days after the established Substantial Completion.

Under this proposal (PRB #23-165), DAS is now seeking Board approval of a new Consultant Contract – CF-RD-317-CA to expend \$819,000 for construction administration and commissioning services (building envelope and systems) to support the Project - Pinney Residence Hall Envelope Repairs & Building Upgrades. This is an 18-month, two-phase project. One half of the building will be occupied by students and staff while the other half is in construction. The roof replacements, HVAC unit replacement and lobby upgrades must be done during the summer months while school is not in session.

From the CA Contract:

The scope of professional services to be provided by the Construction Administrator (CA) under this contract consists of providing the services called for in the contract in connection with the following construction work provided by a Construction Manager at Risk (CMR):

The project is for exterior envelope repairs and building upgrades to the Pinney Residence Hall, a six (6) story, 193,772 gross square foot (GSF) building. The work includes, but is not limited to, removal of all balconies, infill of balcony door openings, window replacement, replacement of entrance doors at main lobby, repairs to the lower roofs, chiller replacement, fan coil unit replacement at laundry/electrical rooms, and security upgrades to the main lobby.

The Architect, the CA and the CMR will work in conjunction to establish a construction phasing plan.

Hazardous materials: The main hazmat concern on this project is mold resulting from moisture intrusion through the exterior walls. WCSU previously had a major mold remediation and drywall replacement project done on the building. However, if mold becomes a concern again during either Preconstruction or Construction, DAS will hire an environmental testing firm to inspect, test, and provide reports. Abatement would be performed by the CMR during Construction. The CA shall assist DAS as needed with soliciting bids for testing and inspection, coordinate inspections and tests, review hazmat reports, etc.

The CA’s construction phase services shall be for a time period of five hundred eleven (511) calendar days, plus ten percent (10%) for a total of five hundred sixty three (563) calendar days (the Construction Phase Time), plus an additional ninety (90) calendar days for project closeout, commencing with the date set forth in the written notice to proceed sent to the CA by the DAS Project Manager.

In May 2022 DAS issued a Request for Qualifications for Construction Administrator (CA) and Commissioning Agent (CxA) Consultant Services related to the Construction Manager at Risk project – Pinney Residence Hall Envelope Repairs & Building Upgrades. DAS elicited seven responses to the advertisement.

Through a competitive qualifications-based selection process the following five shortlisted firms were interviewed: Colliers Project Leaders USA NE, LLC, The Morganti Group, Inc., Turner Construction Company, Inc., AI Engineers, Inc. and Atane, LLC. After interviews, the three most highly qualified Consultants – Colliers, Turner and AI Engineers – were selected to submit a cost proposal for review. Each of the three firms were then subsequently interviewed for thoroughness of their proposals and given an opportunity to revise their cost proposal.

At the conclusion of the process DAS identified Turner Construction Company, Inc. (“TCC”) as the most qualified firm representing the best value to the State.

This contract is for Construction Administrator (CA) and Commissioning Agent (CxA) Consultant Services for the Construction Manager at Risk project – Pinney Residence Hall Envelope Repairs & Building Upgrades. The overall construction and total project budget have been established at \$7,314,000 and \$9,684,106 respectively.

DAS and CSCU confirmed bond funding is available.

The overall compensation rate for this basic service is \$714,000 with an additional \$105,000 for special services (commissioning), for a total fee of \$819,000.

TCC Basic Service Fee (#23-165)	CA Base Fees (\$)	Special Services	Total Fee	Construction Budget (\$)	% of Budget
Schematic Design Phase	\$19,000				
Design Development Phase	\$25,000				
Construction Document Phase	\$44,000				
Bidding Phase	\$27,000				
Construction Administration Phase	<u>\$599,000</u>				
TOTAL BASIC SERVICE FEE (#23-165) (A)	\$714,000			\$7,314,000	9.76%
SPECIAL SERVICES:					
Commissioning		\$105,000			
TOTAL SPECIAL SERVICES (B)		\$105,000			
TOTAL FEE (PRB #23-165) (A) + (B)			\$819,000.00	\$7,314,000	11.20%

- The May 2022 RFQ elicited seven responses. The Selection Panel interviewed five firms and had the three most qualified consultants submit proposals, and ultimately recommended the retention of Turner Construction Company, Inc. The selection was approved by Deputy Commissioner Hobbs on 3/7/2023.
- TCC is a nationwide firm, locally located in Shelton and has a local staff of 165 employees including 40 project managers, 37 project superintendents and 12 estimators.
- Zurich reported that TCC has experienced a significant number of general or professional policy loss or claims during the past 5 years. Only five claims in Connecticut and none were related to projects funded by the State of Connecticut.
- The submittal is accompanied by a Campaign Contribution Affidavit notarized on 3/23/23.

Staff inquired with DAS regarding the following:

1. Please provide initial cost proposal, cost proposal template spreadsheet, a list of all proposed sub-consultants and their respective scopes of work, and clarifications and/or exclusions to the Consultant's fee proposal from the other two firms – Colliers Project Leaders and AI Engineers, Inc.

DAS Response: Attached.

Staff Response: All attachments were reviewed. Following is a comparison of the Respondents Proposals.

CONSTRUCTION ADMINISTRATOR'S (CA) TOTAL FIXED-FEE PROPOSAL							
[INSTRUCTIONS: Enter information in blue-highlighted sections as applicable; total fees will automatically calculate]							
Date:							2/27/2023
Construction Administrator Name:	Turner Construction Company						
DAS Construction Services - Project Number:	CF-RD-317-CA						
DAS Construction Services - Project Title:	Pinney Residence Hall Envelope Repairs and Building Upgrades - WCSU						
DAS Construction Services - Project Address:	181 White Street, Danbury, CT 06810						
1. TOTAL FIXED-FEE PROPOSAL SUMMARY							
Total Basic Services							\$662,000
Total Support Personnel Services							\$52,000
Total Supplemental Services*							\$105,000
Total Fixed-Fee Proposal Amount							\$819,000
2. BASIC SERVICES CALCULATION							
	Hourly Rates	Schematic Design Phase	Design Development Phase	Construction Documents Phase	Bidding Phase	Construction Phase	Fees for Basic Services
<input type="checkbox"/> Principal-in-Charge	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<input checked="" type="checkbox"/> Project Executive	\$225	\$2,000	\$4,000	\$4,000	\$4,000	\$28,000	\$42,000
<input type="checkbox"/> Senior Project Manager	\$0	<w/ below>>	<w/ below>>	<w/ below>>	<w/ below>>	<w/ below>>	\$0
<input type="checkbox"/> Pre-Construction Manager	\$200	\$3,000	\$4,000	\$4,000	\$3,000	\$0	\$14,000
<input type="checkbox"/> Assistant General Manager	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<input type="checkbox"/> Assistant Project Manager	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<input type="checkbox"/> Project Superintendent	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<input type="checkbox"/> Project Engineer	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<input checked="" type="checkbox"/> Senior Project Manager / Cost Estimator	\$195	\$12,000	\$14,000	\$32,000	\$17,000	\$531,000	\$606,000
<input type="checkbox"/>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<input type="checkbox"/>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Basic Services	\$620	\$17,000	\$22,000	\$40,000	\$24,000	\$559,000	\$662,000
3. SUPPORT PERSONNEL SERVICES							
	Hourly Rates	Schematic Design Phase	Design Development Phase	Construction Documents Phase	Bidding Phase	Construction Phase	Fees for Support Personnel Services
<input type="checkbox"/> Code Expert	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<input checked="" type="checkbox"/> Construction Scheduler	\$125	\$2,000	\$3,000	\$4,000	\$3,000	\$20,000	\$32,000
<input type="checkbox"/> Cost Estimator/Budget	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<input checked="" type="checkbox"/> Constructability Review and Report	\$0	<w/ above>>	<w/ above>>	<w/ above>>	<w/ above>>	<w/ above>>	\$0
<input checked="" type="checkbox"/> Accounting	\$125	\$0	\$0	\$0	\$0	\$20,000	\$20,000
<input type="checkbox"/>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<input type="checkbox"/>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Support Personnel Services	\$250	\$2,000	\$3,000	\$4,000	\$3,000	\$40,000	\$52,000
4. SUPPLEMENTAL SERVICES*							
	Consultant's Fee		SubConsultant's Proposal(s) (attached)		Consultant's Overhead and Profit	Fees for Supplemental Services	
<input type="checkbox"/> CTHPB & Net Zero Energy Consultant Services	\$0		\$0		\$0	\$0	
<input type="checkbox"/> Environmental Consultant Services	\$0		\$0		\$0	\$0	
<input type="checkbox"/> Telecommunications / Data Design Consultant	\$0		\$0		\$0	\$0	
<input checked="" type="checkbox"/> Building System Commissioning and Building Envelope Commissioning Consultant Services	\$0		\$100,000		\$5,000	\$105,000	
<input type="checkbox"/> Turbidity Monitor Consultant Services	\$0		\$0		\$0	\$0	
<input type="checkbox"/> Move Management Consultant Services	\$0		\$0		\$0	\$0	
<input type="checkbox"/> Kitchen / Food Service Consultant Services	\$0		\$0		\$0	\$0	
<input type="checkbox"/> Photographic Documentation Consultant Services	\$0		\$0		\$0	\$0	
<input type="checkbox"/> Claim Consultant Services	\$0		\$0		\$0	\$0	
<input type="checkbox"/> Destructive Testing and Intrusive Inspection	\$0		\$0		\$0	\$0	
<input type="checkbox"/>	\$0		\$0		\$0	\$0	
<input type="checkbox"/>	\$0		\$0		\$0	\$0	
<input type="checkbox"/>	\$0		\$0		\$0	\$0	
<input type="checkbox"/>	\$0		\$0		\$0	\$0	
<input type="checkbox"/>	\$0		\$0		\$0	\$0	
<input type="checkbox"/>	\$0		\$0		\$0	\$0	
Total Supplemental Services	\$0		\$100,000		\$5,000	\$105,000	

2. Please provide the negotiation team's review, summary and recommendations before meeting with the best value firm.
DAS Response: Scope review meeting minutes for AI and Colliers are attached.
Staff Response: DAS also provided Form 1767 'Selection Approval Memorandum'. Board staff has asked for a memo on how DAS Staff concluded the Consultant – Turner – was determined to represent the Best Value to the State. Board Staff have requested this communication.
DAS Response:
3. Provide letter of recommendation submitted to Dep. Commissioner Hobbs.
DAS Response: Attached.
Staff Response: DAS provided Form 1767 'Selection Approval Memorandum'. Board staff has asked for a memo on how DAS Staff concluded the Consultant – Turner – was determined to represent the Best Value to the State. Board Staff have requested this communication. Staff again requested this from DAS Staff.
DAS Response:
4. Please clarify why Consultant's Fee Proposal, equating to 9.76% of the construction budget, exceeds the DAS generally accepted rate of 5%, as evidenced by the Consultant's services as CA for other CSCU projects (new engineering and new health building).
DAS Response: This project includes an early work package for replacement of the building's chiller, which requires its own preconstruction and construction phase services.
Staff Response: There was no specific reference in the DAS Memo to SPRB or Contract of an 'early work' package and only referenced in Form 1140 – Project Initiation Scope Meeting Agenda – form. DAS should quantify how much effort is required for this 'early work' and the cost impact on the overall Contract.
DAS Response:
5. Provided a Staffing Matrix identifying the Consultant's efforts for this Project.
DAS Response: Attached.
Staff Response: DAS provided DAS Form 1264-1 which was included in their original DAS Memo to SPRB. The Board had requested the Consultant's Staffing Matrix identifying their hourly effort from Pre-Design through Project Closeout, now to reflect the 'Early Work' package. Board Staff have requested this matrix.
DAS Response:
6. It seems that a major mold remediation project was undertaken including dry wall replacement. PI provide a narrative on what was done and if there are any portions of the building that were not tested or remediated that may affect the cost and schedule of the project.
DAS Response: Please see below. The mold remediation project involved removal of drywall on the exterior walls at the balcony locations, where moisture entered the façade. The mold was cleaned, rusted/damaged metal framing was replaced, new drywall was installed and finished, and painting/finishes were restored. Based on my conversations with the Agency, there are no other areas of the building that were not addressed during the remediation project.
Staff Response: OK
7. What responsibilities the CA has during the pre-construction phase to evaluate this important aspect of the project – mold remediation - that may affect the project cost and schedule, if not addressed previously?
DAS Response: Please see below. Mold remediation is not part of the project. This work was completed by the Agency before the CF-RD-317 project was initiated. If mold were encountered at any point during Preconstruction or Construction, the testing and remediation would be handled

in accordance with DAS' Hazmat Procedures. In this situation, the CMR and CA would need to evaluate any potential impacts on the schedule. The CMR would adjust the schedule per DAS' scheduling requirements, and the CA would review for conformance.

Staff Response: It is important that the mold issue is addressed, if there is, during pre-construction phase rather than finding out its presence during construction which can have potential scheduling and project cost impacts.

8. What responsibilities the CA has in reviewing the change orders (CO); identifying what part of CO is eligible for payment; what part of CO is not eligible for payment and ultimately closure of each CO in a timely manner as the project progresses?

DAS Response: The CA is responsible for reviewing all requests for change orders, along with DAS and the Design Team. The procedure for changes is as follows:

1. If the CMR or a Trade Contractor identifies a potential change, they need to submit an RFI.
2. The Design Team reviews and responds to the RFI and issues a Proposal Request (PR) if needed.
3. The CA sends the PR to the CMR for pricing.
4. The CMR submits a Change Order Proposal (COP), which is reviewed by DAS, CA, and Design Team.
5. If the COP is approved, the CA issues a Change Order to the CMR.
6. If the COP requires revision, it is returned to the CMR with comments, and once the comments are addressed it becomes a Change Order.

Staff Response: OK

9. What is the DCS process in handling the contested COs; for example, closing the COs within certain timeframe, etc. rather than keeping contested COs open until close of the project?

DAS Response: The goal is to resolve all Change Order Proposals within the Contractual Timeframes. Any open or unresolved COP's are discussed during the project meetings. On most projects we also have a separate COP review meeting on a weekly or bi-weekly basis. Should there be a situation where a change event is contested by the CMR, it can be resolved via a unilateral Change Order in accordance with the requirements of the CMR Agreement.

Staff Response: It is recommended that the COs be closed out within certain time frame.

10. What is the DCS process and CA's responsibilities in handling the slippage of schedules and notifying CMR about the cost and schedule implications including assessing claims that may ultimately impact the final project closeout?

DAS Response: Slippage of schedules is handled in accordance with the DAS scheduling specifications and the CMR Agreement. The CMR is required to submit a baseline schedule and monthly schedule updates. The baseline and all updates are reviewed and approved by the CA. Any slippage and/or inconsistencies in the schedules are identified in the CA's schedule review report. The CMR is required to submit a detailed recovery plan for any delays. Requests for additional time must be submitted with a Time Impact Analysis and Contemporaneous Period Analysis, both of, which must be reviewed and approved by the CA.

Staff Response: It is recommended that the CMR contractual language be very strong in requiring CMR to provide monthly schedule updates including recovery schedules.

11. Water infiltration seems to be the biggest issue. What safeguards are in place to make sure that water testing is done in a timely manner during construction to avoid water leakage issues post construction? What are the responsibilities of the CxA related to this issue?

DAS Response: The CMR is responsible for keeping water out of the building during construction. This shall be addressed in their quality control and safety plans for the project. The CA will provide supervision to make sure the water control measures are implemented.

Staff Response: This question relates to water leakage issues after the work is done as the construction progresses and while conducting water testing.

RECOMMENDATION: Staff recommend suspension of this Proposal pending response from DAS.

7. OTHER BUSINESS

8. VOTES ON PRB FILE:

PRB FILE #23-161 – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #23-161. The motion passed unanimously.

PRB FILE #23-165 – Mr. Halpert moved and Mr. Valengavich seconded a motion to suspend PRB FILE #23-165, pending receipt of information previously requested from DAS-CS. The motion passed unanimously.

9. NEXT MEETING – Tuesday, October 10, 2023 – will be held solely by means of electronic equipment.

The meeting adjourned.

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