

STATE PROPERTIES REVIEW BOARD

**Minutes of Meeting Held On November 15, 2018
450 Columbus Boulevard, Hartford, Connecticut**

The State Properties Review Board held a Regular Meeting on November 15, 2018 in Suite 2035, 450 Columbus Boulevard, Hartford, Connecticut.

Members Present:

Edwin S. Greenberg, Chairman
Bruce Josephy, Vice Chairman
John P. Valengavich, Secretary
Jack Halpert

Members Absent:

Staff Present:

Dimple Desai, Director
Thomas Jerram

Guests Present

Chairman Greenberg called the meeting to order.

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

OPEN SESSION

1. ACCEPTANCE OF MINUTES: November 13, 2018.

Mr. Valengavich moved and Mr. Josephy seconded a motion to accept the minutes of the November 13, 2018 meeting. The motion passed unanimously.

2. COMMUNICATIONS

Chairman Greenberg discussed communication from Deputy Commissioner Salemi regarding his team's attendance at the November 8th meeting and the Board's approval of PRB File 18-208.

3. REAL ESTATE- UNFINISHED BUSINESS

4. REAL ESTATE – NEW BUSINESS

5. ARCHITECT-ENGINEER - UNFINISHED BUSINESS

<i>PRB #</i>	18-174
<i>Origin/Client:</i>	DCS/CTC
<i>Transaction/Contract Type</i>	AE / Amendment #3
<i>Project Number</i>	BI-RT-877
<i>Contract</i>	BI-RT-877-ARC
<i>Consultant:</i>	Moser Pilon Nelson Architects, LLC
<i>Property</i>	Groton, Fort Hill Rd (189) – Ella Grasso Technical HS
<i>Project purpose:</i>	Redesign Masonry Lab for Manufacturing & Apprentice Lab
<i>Item Purpose</i>	Amendment #3 to compensate the consultant for architect services.

CONSULTANT FEE: \$126,500

NOVEMBER 13, 2018 UPDATE

RECOMMENDATION:

Staff recommends to **APPROVE** this item based on clarifications provided by DCS as follows:

- Why can't the scope of the new lab be finalized before entering into this Amendment # 3? Why is DCS seeking \$25,000 for design contingency for the work "not fully known" vs. defining the scope and eliminating this "unknown"? This will avoid possible future deletion of scope already performed.
 - Bullet # 1 – The 25K contingency is not due to the redesign of the masonry lab but other minor things that make come up. This type of contingency has been accepted by SPRB in the past and is not mutually exclusive to the masonry shop redesign. With that said, there are still some unknowns with the redesign, specifically, the final machine layout and power requirements but that will be worked out within the \$101,500 fee.
 - It seems that this contingency fee can be applied to the project in its entirety and therefore, is not strictly for the "unknown" scope. Is that correct?
 - Yes
 - What are the supplemental bids totaling \$10,600,000?
 - The \$10,600,000 was the budget number for the two supplemental bids. When we went out to bid in Mar./Apr. 2017 the project was packaged with 2 supplemental bids. # 1 was the construction of the bus garage and related site work, # 2 was the construction of the athletic fields and related site work. At that time it was decided to accept # 1 but accepting # 2 would have exceeded the total construction budget so we did not go for that one. # 2 came in at roughly 5.5M at the time of bid, based upon how the project is progressing I'm hoping to make a decision to put it back on the street in late spring/early summer of 2019 for possible construction in 2020
 - Please clarify if the Consultant's \$101,500 fee relative to the Project Budget (Redesigned shop) of \$362,273 is reasonable (28%).
 - I anticipate about a 500K project cost. I broke this down to \$101,500, MPN fee, \$362,273, construction cost, and \$36,227, 10% contingency. That is the way I broke it down on the SPRB memo. The A/E fee is not really based upon a % of construction but rather the effort required to perform the design (in an expeditious manner) and the number of consultants needed.
 - Even though this has resulted in a minor cost increase, is it customary to allow a consultant to markup the sub consultant's markup?
 - Contractually MPN is entitled to a 10% mark-up on the their subs work. FYI, this bullet may be referring to the fact that the Landscape Architect, Ritcher/Cegan, is a sub to the Civil Engineer, Macchi Engineers. Macchi is a sub to MPN, Ritcher/Cegan has no contractual agreement with MPN. Therefore, Ritcher/Cegan's fee is marked-up by Macchi and then MPN marks up the Macchi number.
 - Is it customary not to require the consultant to provide an independent cost estimate of the work and then compare it with CMR's estimates?
 - I was not planning on have a cost estimate done on this as I expect this work to be performed as a change order to the contract and price accordingly, that is, not competitively bid.
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Contact Amendment #3 – The State is working with Electric Boat of Groton to provide training to individuals seeking to work in manufacturing. Connecticut State Colleges and University System (CSCUS) is seeking to convert the ground level space identified as a ‘Masonry Lab’ (partially constructed) into a Manufacturing and Apprentice Lab that will operate as a satellite campus of Three Rivers Community College. Training will be available to students of Ella Grasso Regional Technical High Schools, as well as adults through the community college.

This amendment will modify MPN’s contract and compensate the consultant for the following additional design and construction administration services in conjunction with the design of the Manufacturing and Apprentice Lab:

- Additional schematic design services **(\$20,000)**;
- Additional design development phase service **(\$20,000)**;
- Additional contract documents phase services **(\$40,000)**;
- Additional bidding phase services **(\$6,500)**
- Additional construction administration services **(\$15,000)**; and
- Inclusion of a project design contingency **(\$25,000)**.

DCS has confirmed for SPRB that funding is available for this contract. As part of this contract amendment DCS has confirmed that the construction budget remains at **\$100,326,000** and the total project budget is increased by **\$500,000** to **\$135,413,000**.

RECOMMENDATION:

Staff recommendation to **SUSPEND** this item pending clarifications on the following questions:

- Why can’t the scope of the new lab be finalized before entering into this Amendment # 3? Why is DCS seeking \$25,000 for design contingency for the work “not fully known” vs. defining the scope and eliminating this “unknown”? This will avoid possible future deletion of scope already performed.
 - It seems that this contingency fee can be applied to the project in its entirety and therefore, is not strictly for the “unknown” scope. Is that correct?
 - What are the supplemental bids totaling \$10,600,000?
 - Please clarify if the Consultant’s \$101,500 fee relative to the Project Budget (Redesigned shop) of \$362,273 is reasonable (28%).
 - Even though this has resulted in a minor cost increase, is it customary to allow a consultant to markup the sub consultant’s markup?
 - Is it customary not to require the consultant to provide an independent cost estimate of the work and then compare it with CMR’s estimates?
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PROJECT BRIEF– In general this project involves the design and construction of a new Ella T. Grasso Technical High School comprising approximately 250,000 GSF, capacity for approximately 880 students and 200 parking spots. The existing school is currently situated on a 67-acre campus and was originally constructed in the 1970s with limited upgrades thereafter. The current CTTHS Master Plan called for a 54,000 GSF building program to support new programs and initiatives. CTTHS 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 a bus shelter. The first phase of the project involved the completion of a pre design study to evaluate various building program options which were 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. 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 current legislative authorization for this project has established a construction budget of **\$86,328,000** and total project budget of **\$134,913,000**.

In October 2014 the Department of Construction Services (“DCS”) issued a Request for Qualifications (RFQ) for *Architect & Consultant Design Teams* related to the **Ella T. Grasso THS Additions and Renovations Project**. At the conclusion of the process DCS identified Moser Pilon, Nelson, Architects, LLC (“MPN”) as the most qualified firm. In August 2015, the Board approved the contract (**PRB #15-181**) for *Architect/Engineer Consultant Design Team Services* for the completion of the **Ella T. Grasso THS Additions and Renovations Project** from the completion of a pre-design study to the initiation of a partial schematic design phase. The overall compensation rate for services under this phase was **706,490** of which **\$150,000** had been allocated as a basic service for the start of the schematic design phase. The special services detailed in the project scope included a “pre-design study” with all associated professional disciplines, land surveying, wetland mapping, geotechnical engineering, site-civil survey design, traffic engineering and an initial analysis of DEEP & OSTA permit requirements. In March 2016 the Board approved Contract Amendment #1 (**PRB File #16-043**) to compensate the consultant for the continuation of design services based upon the endorsed recommendation of the pre-design study; to construct a new stand-alone school on the existing school site. The scope of services for Amendment #1 authorized the consultant to continue with design plans for the construction of new technical high school comprising 215,000 – 220,000 GSF inclusive of new athletic fields and a bus shelter as well as the abatement and demolition of the old school upon completion of construction. The scope of services provided by MPN provided a phased and sequential construction plan for the project over planned 34-month construction duration.

In December 2017 the Board approved Contract Amendment #2 (**PRB File #17-332**) to compensate the consultant (\$453,510 fee) for additional Design and CA services and Special services that included offsite improvements, easement mapping and special inspection requirements.

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

MPN Fee for Basic Services (PRB 15-181)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>Total</u>	<u>C. Budget (\$)</u>	<u>(%)</u> <u>Budget</u>
Schematic Phase (Starting Allowance) (A)	\$150,000			\$100,326,000	0.15%
MPN Fee for Basic Services (PRB 16-043) PHASE II SERVICES					
Schematic Design Phase	\$1,088,650				

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Design Development Phase	\$1,651,600				
Construction Document Phase	\$2,477,400				
Bidding and Review Phase	\$412,850				
Construction Administration Phase	\$2,227,500				
BASIC SERVICE FEE (#16-043) (A1)	\$7,858,000				
PRB #17-332 Add. Design & CA Services (A2)	\$285,578				
PRB #18-174 Add. Design & CA Services (A3)	\$101,500				
TOTAL BASIC SERVICES FEE (A) + (A1) + (A2)+(A3)	\$8,395,078			\$100,326,000	8.37%
<u>SPECIAL SERVICES PHASE I:</u>					
Pre-Design Study		\$478,445			
Survey and Engineering (Macchi Eng)		\$49,035			
Geotechnical Engineering (Welti)		\$21,450			
Traffic Engineering (Macchi Eng)		\$7,560			
TOTAL SPECIAL SERVICES(B)		\$556,490			
PHASE II SPECIAL SERVICES - Geotech Engineering (B1)		\$71,500			
PRB File #17-332 Contract Amendment #2— Easement Surveys and Special Inspections (B2)		\$167,932			
PRB #18-174 ADDITIONAL SPECIAL SERVICES - Contingency (B3)		\$25,000			
TOTAL SPECIAL SERVICES (B) + (B1) + (B2) + (B3)		\$820,922			

TOTAL FEE (PRB #18-174)		\$9,216,000	\$135,413,000	6.81%
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6. ARCHITECT-ENGINEER - NEW BUSINESS

PRB # 18-216
Origin/Client: DCS/DOC
Transaction/Contract Type AE / Task Letter 1A
Project Number BI-2B-346(1)
Contract OC-DCS-ENGY-0020
Consultant: Fuss & O’Neill, Inc.
Property Wethersfield, Wolcott Hill Rd (24) – DOC HQ
Project purpose: Energy Upgrade Project
Item Purpose Task Letter 1A to compensate the consultant for design services

PROPOSED AMOUNT: \$84,476

PROJECT BRIEF –

The property located at 24 Wolcott Hill Rd, Wethersfield consists of a 16.70 acre site improved with two buildings. Building #1 is a 1-3 story office building constructed in 1959 containing approximately 79,000 square feet plus additional basement level space and a basement level garage utilized by the Department of Correction for their headquarters. Building #2 is a 1-story building constructed in 1959 containing approximately 39,000 square feet utilized by the Department of Correction for HVAC generation (boiler plant) and Department of Labor for office space. Both buildings are under the custody and control of the Department of Administrative Services.

In 2012 DAS Facilities retained the services of Fuss & O’Neill, Inc. for design and construction administration services (Informal – Fee \$69,400) for an Energy Update Project based on the results reported in a Final Energy Analysis Report. Under Task Letter 1, design services included the following:

- Upgrades to the Energy Management System;
- Modifying the Fresh Air and Return Air System;
- Upgrade the existing HVAC to Variable Speed Drive systems;
- Repair or replace steam traps;
- Upgrade existing lighting in the buildings and boiler plant;
- Provide window film to control solar heat gain (Add#1); and
- Upgrade the existing boiler draft control (Add#2).

The project, with an initial construction estimate of \$700,000, never implemented the construction phase.

DAS will now proceed with this Energy Update Project and seeks to contract for additional design services to bring the project up to current codes from 2012. Form 1105 – Section 1.13 – Scope incorporates many of the items included in the original Task Letter 1, and adds for the design for the installation of a new centrifugal chiller and associated chilled water pumps.

In September 2011, SPRB approved Fuss & O’Neill, Inc. (“FOI”) as one of six firms under the latest *On-Call Energy Consulting Services* contracts by the Department of Construction Services (“DCS”). Subsequently, this is the third task letter that FOI has provided services for under this series. A detailing of the previous task letters is as follows:

- Task Letter #1 Energy Upgrades DOC Wethersfield \$69,400 (Informal)

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• Task Letter#2	CJTS Energy Audit Middletown	\$21,000 (Informal)
• Task Letter #2A	Energy Options – Middletown	\$25,000 (Informal)
• Task Letter #3	Energy Updates Bpt Mental Health Center	\$112,000 (13-171)
Total Fee to Date:		\$227,400

TASK LETTER #1A is a new task letter and is subject to SPRB approval because the total project fee (TL 1 & TL 1A) exceeds the threshold cost of \$100,000. The Construction Budget and total Project Budget have been established at \$906,000 and \$1,153,096 respectively for this project. As detailed in the scope letter from FOI to DCS dated February 13, 2018 the \$84,476 is intended to compensate FOI for the following project scope:

- Conduct one field visit to verify existing conditions;
- Update the Construction Documents for DAS and OSBI review;
- Issue Tracings and Masters set;
- Reformat design documents to match current DAS standards;
- Bidding Assistance; and
- Contract Administration services.

DCS has confirmed funding is in place for this Task Letter #1A from two sources.

F&O Fee for Basic Services (Informal TL1)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>TOTAL COST</u>	<u>C. Budget (\$)</u>	<u>(%) Budget</u>
Design Development Phase	\$36,400				
Contract Document Phase	\$17,500				
Construction Administration Phase	<u>\$15,500</u>				
TOTAL BASIC SERVICE FEE (TL1) (A)	\$69,400	\$0	\$69,400	\$700,000	9.91%
ADDITIONAL BASIC SERVICES (PRB 18-216) (A1)					
Reformat T&M Phase	\$45,000				
Bidding and Review Phase	\$5,060				
Construction Administration Phase (+\$18,916)	<u>\$34,416</u>				
TOTAL BASIC SERVICE TL 1A (18-216) (A1)	\$84,476	\$0	\$84,476 (-\$15,500)	\$906,000	9.32%
TOTAL BASIC SERVICE			\$138,376	\$906,000	15.3%

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FEE (#18-216) (A) + (A1)					
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RECOMMENDATION: Staff recommendation APPROVAL of this Task Letter 1A in the amount of \$84,476.

7. OTHER BUSINESS

Vice Chairman Josephy informed the Board of is pending absence from the November 19, 2018 meeting and requested the meeting be moved to either November 20 or 21, 2018. In light of Secretary Valengavich's previously-scheduled absence on Monday, November 19th, and lack of a quorum, the Board agreed to cancel the Monday November 19th and hold the next Regular Meeting on Wednesday, November 21, 2018, in light of the Thanksgiving Holiday.

8. VOTES ON PRB FILES: The Board took the following votes in Open Session:

PRB FILE #18-174 – Mr. Halpert moved and Mr. Valengavich seconded a motion to approve PRB FILE #18-174. The motion passed unanimously.

PRB FILE #18-216 – Mr. Valengavich moved and Mr. Halpert seconded a motion to approve PRB FILE #18-216. The motion that passed unanimously.

9. NEXT MEETING – Wednesday, November 21, 2018

The meeting adjourned.

APPROVED:  **Date:** 11/29/18
John Valengavich, Secretary