

STATE PROPERTIES REVIEW BOARD

Minutes of Regular Meeting Held On October 15, 2020 – remotely via telephone conference –

Pursuant to Governor Lamont's Executive Order No. 7B regarding suspension of In-Person Open Meeting requirements, the State Properties Review Board conducted a Regular Meeting at 9:30AM on October 15, 2020 remotely via telephone conference at (866)-692-4541, passcode 85607781.

Members Present:

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

Members Absent:

Staff Present:

Dimple Desai
Thomas Jerram

Guests Present

Peter McClure, DCS ADPM
Dennis G. Tovey, PE DCS PM

At Chairman Greenberg's request, Vice Chairman Josephy led the meeting.

Vice Chairman Josephy 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

Mr. Valengavich moved and Mr. Berger seconded a motion to approve the minutes of the October 13, 2020 Meeting. The motion passed unanimously.

2. COMMUNICATIONS

3. REAL ESTATE- UNFINISHED BUSINESS

4. REAL ESTATE – NEW BUSINESS

PRB #	20-189
Transaction/Contract Type:	RE – Assignment
Origin/Client:	DOT/DOT
Project Number:	17-130-1B
Grantee:	City of Bristol
Property:	Bristol, Farmington Ave (RT 6)
Project Purpose:	Assignment of Land & Easements Acquired for Widening of Farmington Ave
Item Purpose:	Quit Claim Deed

At the June 15, 2020 SPRB Meeting, the Board approved PRB #20-093, assigning land and easements to the City of Bristol. Upon delivery to the AG, the Quit Claim Deed was returned to DOT for revisions.

Under this proposal (PRB #20-189), DOT is now seeking approval of the Quit Claim Deed assigning the land and easements to the City of Bristol. The AG requested changes included the following:

- 1) Page one, paragraph two, "*and as otherwise described below:*" has been inserted.
- 2) Page two, paragraph two, reworded and edits made.
- 3) Page two, paragraph eight, "*and 2 of 2. Such parcels are more particularly described as follows:*" has been inserted.
- 4) Page four, paragraph five, has been deleted.
- 5) Page five, paragraph two, "*the following easements, located southerly and westerly of, and adjacent to, Parcel 4*" and "*and*" have been inserted. "*An easement*" and "*under, over and across portions of Parcel 4,*" have been deleted.

RECOMMENDATION: Staff recommend **approval** of this Quit Claim Deed to assign the land and easements acquired by the State to the City of Bristol for the following reasons:

1. The conveyance complies with Section 13a-80 of the CGS governing the release of property and easements by the commissioner of transportation.
2. The descriptions in the Quit-Claim to release the real property are consistent with the description in the DOT Release Map.

May 22, 2020 Update:

At its Board meeting held on March 21, 2019 the State Properties Review Board voted to return the above referenced item pursuant to the request of DOT received in an email from Melanie Fadior dated March 18, 2019.

Staff had requested the following clarifications from DOT regarding this proposed Release:

#1. In the QC Deed, bottom of page 1 is reference to the source deed but there is no reference to the DROW easement contained in the source deed in the QC Deed. Should this be corrected?

DOT Response: Incorporated DROW easement reference. OK

#2. In the QC Deed, page 2, second paragraph is reference to the source deed but there is no reference to the DROW easement contained in the source deed in the QC Deed. Should this be corrected?

DOT Response: Incorporated DROW easement reference. OK

#3. In the QC Deed, page 3, second to last paragraph is reference to the source deed, but there is no reference to the DROW easement contained in the source deed in the QC Deed. Should this be corrected?

DOT Response: No changes were made. The source deed is referenced and it contains the DROW. OK

#4. On page 1 of the Petition Package, it states the DOT is releasing 44,051.96 sf in Fee Simple and 5,866 sf in easements. Can you clarify if these two areas (44,051.96 sf/ 5,866 sf) should be equal to the sum of the land area and easements in the Closing Report? And, the sum of the land conveyed in the four parcels on the two maps totals 24,035 sf. Can you clarify the differences in the areas?

Staff Response: DOT did not respond to this, but the QC Deed and corresponding DOT Release Map are correct. OK

5. Last paragraph on page 3 of the QC Deed states the DOT Map 2 of 2 is dated March 2018 and then on page 4 describes Parcel 4, but Map 2 of 2 provided in this proposal is dated May 2014 and identifies the parcel as Parcel 9. Can you clarify which Map should be accompany this proposal? Will the maps be recorded with the QC Deed?

DOT Response: Provided correct map identifying Parcel 4. OK

RECOMMENDATION: Staff recommend **approval** of this Quit Claim Deed to assign the easements acquired by the State to the City of Bristol for the following reasons:

3. The conveyance complies with Section 13a-80 of the CGS governing the release of property and easements by the commissioner of transportation.
4. The descriptions in the Quit-Claim to release the real property are consistent with the description in the DOT Release Map.

March 18, 2019 Update:

Based on a 3-18-19 email DOT Supervising Property Agent Melanie Fadior, DOT is requesting the file be returned for revisions.

RECOMMENDATION: Staff recommend return of this Quit Claim Deed to DOT for revisions.

DOT acquired and is now releasing the following land and easements which were originally acquired for the **Widening of U.S. Route 6 (Farmington Avenue)**. The project is complete and it is now necessary for the State to assign the land and easements to the City. There is no formal agreement between the State and City for the land and easements acquired in 1970-1974 and 1998-2000. DOT informed staff that there are many older acquisitions that were not subject to an Agreement, requiring release to the host municipality. DOT conveys these remnant parcels and easement as they are utilized and maintained by the host municipality within their right of way.

This is a release of land and easements acquired for highway purposes only and there is not any monetary consideration. The project releases a total of 24,035± sq.ft. (0.5518 sf) of land area and 5,866± sq.ft. (0.1347 sf) of easements. The twenty-two (22) original acquisitions for this project totaled 46,657± sf (1.07 acre) of land in fee simple and 10,444± sf (0.24 acre) of easements at a total cost of \$564,271.

The Quit-Claim deed releases the following:

STATE FILE NO.	FORMER OWNER	DEED TYPE/ VOLUME/PAGE	APPROX. ORIGINAL PURCH. PRICE/SZ.	DATE OF DEED
017-083-001	Ferraro's Realty Corporation	Warr. Deed 637/470	\$7,825.00 2613.6 ±sf	11/20/1974
017-083-002	Bonnie's Inn Incorporated	Warr. Deed 582/737	\$5,350.00 see map	1/13/1971
017-083-003	John J. Copjec	Cert. of Cond 580/819	\$8,550.00 see map	2/8/1971
017-083-004	Cecille L. Michele, also known as Cecile Y. Michele	Warr. Deed 590/280	\$1,000.00 56 ±sf	9/30/1971
017-083-005	F.B.H. Corporation, c/o A.M. Heflin	Cert. of Cond. 593/671	\$2,000.00 435.6 ±sf	11/23/1971
017-083-007	Humble Oil & Refining Company	Quit-Claim Deed 589/166	\$28,600.00 3,484.6 ±sf	8/6/1971
017-083-010	Morton A. Dickens and Mary A. Dickens, a.k.a. Mae A. Dickens	Warr. Deed 580/611	\$300.00 50 ±sf	11/24/1970
017-083-011	Ruth P. Jakowenko	Warr. Deed 580/612	\$500.00 50 ±sf	11/24/1970
017-083-015	Robert A. Marcotte and Marguerite B. Marcotte	Warr. Deed 579/445	\$500.00 50 ±sf	10/5/1970
017-083-017	Frank Warzecho and Julia P. Warzecho	Warr. Deed 589/406	\$17,000.00 435.6 ±sf	8/26/1971
017-083-021	Bristol Shoppng Plaza, Inc.	Warr. Deed 590/68	\$10,150.00 138 ±sf	8/13/1971
017-083-024	Michael S. Buczko and Mary K. Buczko	Warr. Deed 582/410	\$600.00 50 ±sf	1/8/1971
017-130-001	Edward H. Hotchkiss and Joyce H. Hotchkiss	Notice of Cond. 1259/236	\$109,999.00 see map	8/12/1998

STATE FILE NO.	FORMER OWNER	DEED TYPE/ VOLUME/PAGE	APPROX. ORIGINAL PURCH. PRICE/SZ.	DATE OF DEED
017-130-002	Vigilant Cleaners, Inc.	Warr. Deed 1268/678	\$12,000.00 see map	11/5/1998
017-130-003	Bonnie's Inn, Incorporated, c/o Joseph Santorso	Notice of Cond. 1265/68	\$283,172.00 see map	10/2/1998
017-130-004	Bristol Route 6 Associates Limited Partnership, c/o Eastco Development Rental Properties	Notice of Cond. 1320/981	\$325.00 8,338 ±s.f	4/7/2000
017-130-005	Hefbern, Incorporated	Warr. Deed 1266/326	\$1,900.00 see map	10/15/1998
017-130-006	FA Associates, LLC	Warr. Deed 1254/542	\$17,400.00 see map	6/26/1998
017-130-007	T&E Associates, LLC	Warr. Deed 1241/651	\$2,100.00 250 ±s.f	3/2/1998
017-130-008	Douglas J. Brozinski	Notice of Cond. 1291/741	\$31,000.00 see map	6/4/1999
017-130-009	Feinrose Associates. c/o Dunkin Donuts 2230 Tax Department	Notice of Cond. 1257/523	\$2,500.00 240 ±s.f	7/31/1998
017-130-018	Julia P. Warzecho	Warr. Deed 1305/404	\$21,500.00 2,215 ±s.f	10/8/1999

Vigilant Cleaners, Inc. was approved by the Board under PRB File #98-361.

FA Associates, LLC was approved by the Board under PRB File #98-97.

Julia P. Warzecho was approved by the Board under PRB File #99-374.

Staff had requested the following clarifications from DOT regarding this proposed Release:

#1. In the QC Deed, bottom of page 1 is reference to the source deed but there is no reference to the DROW easement contained in the source deed in the QC Deed. Should this be corrected?

#2. In the QC Deed, page 2, second paragraph is reference to the source deed but there is no reference to the DROW easement contained in the source deed in the QC Deed. Should this be corrected?

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#4. On page 1 of the Petition Package, it states the DOT is releasing 44,051.96 sf in Fee Simple and 5,866 sf in easements. Can you clarify if these two areas (44,051.96 sf/ 5,866 sf) should be equal to the sum of the land area and easements in the Closing Report? And, the sum of the land conveyed in the four parcels on the two maps totals 24,035 sf. Can you clarify the differences in the areas?

5. Last paragraph on page 3 of the QC Deed states the DOT Map 2 of 2 is dated March 2018 and then on page 4 describes Parcel 4, but Map 2 of 2 provided in this proposal is dated May 2014 and identifies the parcel as Parcel 9. Can you clarify which Map should be accompany this proposal? Will the maps be recorded with the QC Deed?

RECOMMENDATION: Staff recommend _____ of this **Quit Claim Deed** to assign the easements acquired by the State to the City of Bristol for the following reasons:

1. The conveyance complies with Section 13a-80 of the CGS governing the release of property and easements by the commissioner of transportation.
2. The descriptions in the Quit-Claim to release the real property are consistent with the description in the source deeds.

PRB # 20-195
Transaction/Contract Type: RE – Legislative Conveyance
Origin/Client: DOT/DOT
Project Number: 151-273-51A
Grantee: City of Waterbury
Property: Waterbury, Brookdale Ln (140)
Project Purpose: DOT Conveyance of 0.11 acre to City of Waterbury
Item Purpose: Legislative Conveyance pursuant to SA 19-9 (1)(c)

RELEASE PRICE: \$1,000

At the July 20, 2020 SPRB Meeting the Board, under PRB #20-131, voted to approve this proposal to convey a 0.11 acre, residentially zoned, parcel of land to the City of Waterbury pursuant to SA 19-9 (1). The price of the conveyance is \$1,000, the administrative cost of the conveyance. The conveyance includes a reverter clause if the City of Waterbury does not use the land for community garden purposes.

Subsequent review by the Attorney General’s office revealed the original deed was incomplete given that a portion of the text from the top of page 2 was omitted, and returned the Deed to DOT for correction.

Under this proposal (PRB #20-195), DCS is now seeking Board approval of the conveyance and updated Quit Claim Deed.

Revised:

City of Waterbury
151-273-51A

The parties hereto understand and agree in accordance with Section 1(b) of Special Act No. 19-9 that the premises are conveyed with the special limitation that the City of Waterbury shall use said parcel of land for community garden purposes, to be managed by a neighborhood association. If, in the case the City of Waterbury does not use said parcel for said purposes, does not retain ownership of all of said parcel, or leases all or any portion of said parcel, the parcel shall revert to the State of Connecticut.

Original:

City of Waterbury
151-273-51A

The parties hereto understand and agree in accordance with Section 1(b) of Special Act No. 19-9 that the premises are conveyed with the special limitation that the City of Waterbury shall use said parcel of land for community garden purposes, to be managed by a neighborhood association. If, in the case the City of Waterbury does not use said parcel for said purposes, does not retain ownership of all of said parcel, or leases all or any portion of said parcel, the parcel shall revert to the State of Connecticut.

RECOMMENDATION: Staff recommends **approve** of the legislative conveyance for the following reasons:

1. The Quit Claim deed is consistent with Section 1 of Special Act 19-9, which stipulates the conveyance of approximately 0.11 acres of land to the City of Waterbury at a cost equal to the administrative cost of the conveyance.
 2. Section 1(b) requires the City use the parcel for community garden purposes.
 3. Section 1(b)(1) includes a reverter clause if the City of Waterbury does not use the land for community garden purposes.
 4. The legal description in the Quit Claim Deed is consistent with the DOT survey map.
-

RELEASE PRICE: \$1,000

Under this proposal (#20-131), DOT is seeking to convey a 0.11 acre, residentially zoned, parcel of land to the City of Waterbury pursuant to SA 19-9 (1). The price of the conveyance is \$1,000, the administrative cost of the conveyance. The City shall use said parcel of land for community garden purposes, to be managed by a neighborhood association. There is a reverter clause.

The Special Act Language is as follows:

Section 1. (Effective from passage) (a) Notwithstanding any provision of the general statutes, the Commissioner of Transportation shall convey to the city of Waterbury a parcel of land located in the city of Waterbury at a cost equal to the administrative costs of making such conveyance. Said parcel of land has an area of approximately .11 acre and is located at 140 Brookdale Lane in the city of Waterbury and is identified as Lot 8 in Block 114 of city of Waterbury Tax Assessor's Map 420. The conveyance shall be subject to the approval of the State Properties Review Board.

(b) The city of Waterbury shall use said parcel of land for community garden purposes, to be managed by a neighborhood association. If the city of Waterbury:

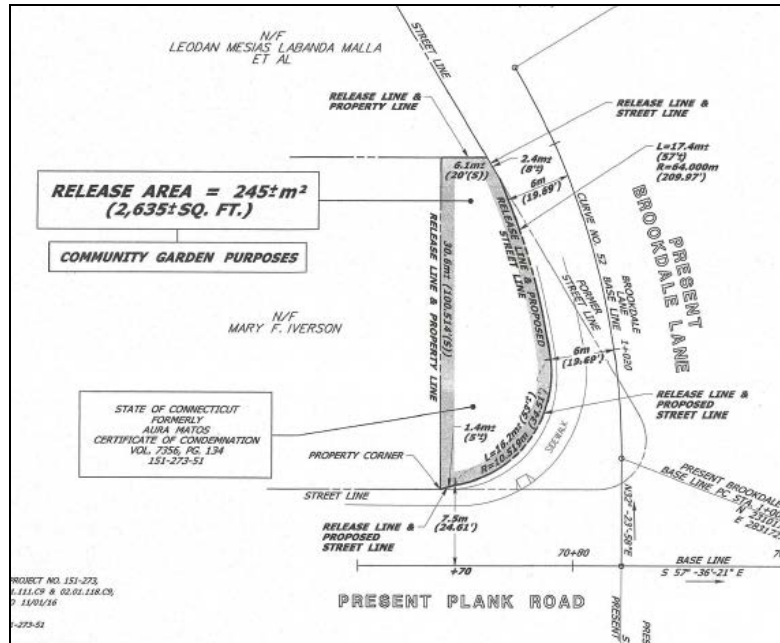
- (1) Does not use said parcel for said purposes;
- (2) Does not retain ownership of all of said parcel; or
- (3) Leases all or any portion of said parcel, the parcel shall revert to the state of Connecticut.

(c) The State Properties Review Board shall complete its review of the conveyance of said parcel of land not later than thirty days after it receives a proposed agreement from the Department of Transportation. The land shall remain under the care and control of said department until a conveyance is made in accordance with the provisions of this section. The State Treasurer shall execute and deliver any deed or instrument necessary for a conveyance under this section, which deed or instrument shall include provisions to carry out the purposes of subsection (b) of this section. The Commissioner of Transportation shall have the sole responsibility for all other incidents of such conveyance. Approved July 23, 2019.

RECOMMENDATION: Staff recommends **approval** of the legislative conveyance for the following reasons:

1. The Quit Claim deed is consistent with Section 1 of Special Act 19-9, which stipulates the conveyance of approximately 0.11 acres of land to the City of Waterbury at a cost equal to the administrative cost of the conveyance.
 2. Section 1(b) requires the City use the parcel for community garden purposes.
 3. Section 1(b)(1) includes a reverter clause if the City of Waterbury does not use the land for community garden purposes.
 4. The legal description in the Quit Claim Deed is consistent with the DOT survey map.





PRB #	20-196
Transaction/Contract Type:	RE – Legislative Conveyance
Origin/Client:	DOT/DOT
Project Number:	58-95-27C
Grantee:	Town of Groton
Property:	Groton, Newtown Rd (land)
Project Purpose:	DOT Conveyance of 0.812 acre to Town of Groton
Item Purpose:	Legislative Conveyance pursuant to SA 19-5 (1)(a)

RELEASE PRICE: \$91,500

At the July 20, 2020 SPRB Meeting the Board, under PRB #20-132, voted to convey an 35,375 square foot, commercially zoned, parcel of land to the Town of Groton pursuant to SA 19-5 (1). There are no restrictions on the conveyance.

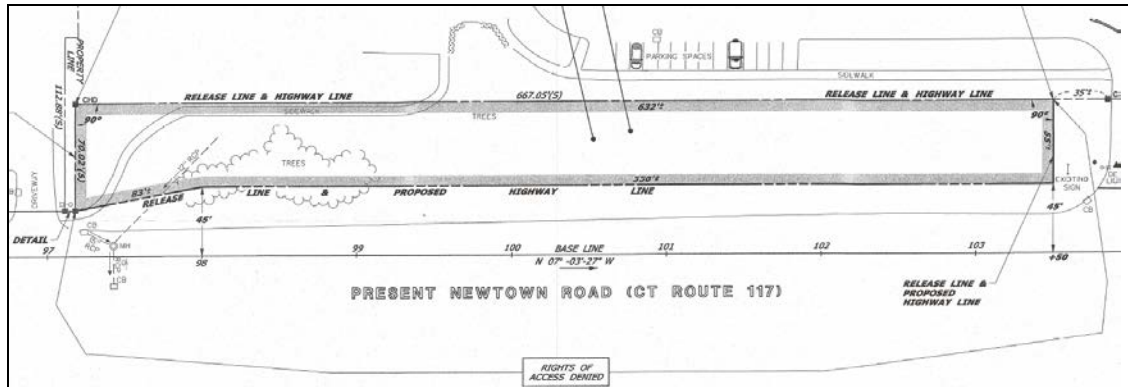
Subsequent review by the Attorney General’s office the original deed was returned to add one paragraph incorporating specific language contained in the conveyance into the deed, as follows:

“In accordance with Section 1(b) of July Special Session, Special Act No. 19-5, the above-described premises is conveyed with the special limitation that prior to the Town of Groton installing any monument on said parcel, the Department of Transportation shall approve the size, location and materials of the monument to ensure the department’s ability to maintain Connecticut Route 117 properly and that the monument does not pose a safety issue for the public travelling on said route.”

Under this proposal (PRB #20-196), DCS is now seeking Board approval of the conveyance and updated Quit Claim Deed.

RECOMMENDATION: Staff recommends **approval** of the legislative conveyance for the following reasons:

1. The Quit Claim deed is consistent with Section 1 of Special Act 19-5, which stipulates the conveyance of approximately 35,375 sf of land to the Town of Groton at a cost equal to the fair market value of the property, as determined by the average of the appraisals of two independent appraisers selected by the commissioner, plus the administrative costs of making such conveyance.
2. Section (c) requires SPRB approval.
3. The legal description in the Quit Claim Deed is consistent with the DOT survey map.



RELEASE PRICE: \$91,500

Under this proposal (#20-132), DOT is seeking to convey an 35,375 square foot, commercially zoned, parcel of land to the Town of Groton pursuant to SA 19-5 (1). The price of the conveyance is established by the average of two appraisals, plus an administrative fee. There are no restrictions on the conveyance.

Independent Appraiser Howard Russ appraised the Larger Parcel at 52 Newtown Road (Town Library) as of 12/03/2019, both before and after the assemblage of the 35,375 sf release parcel. He opined the highest and best use of the 468,270 sf site was the existing municipal uses with room for expansion of potential senior housing and small scale commercial development to support the potential senior housing.

Based on three similarly-zoned parcels in Groton, concluded the value of the land was \$5.00/sf x 468,270 sf = \$2,341,350, rounded to \$2,341,000.

LAND SALES SUMMARY OF ADJUSTMENTS - BEFORE							
ITEM	SUBJECT	COMPARABLE #1	COMPARABLE #2	COMPARABLE #3			
Unadjusted Sale Price	52 Newtown Road, Groton	255 RT 12, Groton, CT	RT 11 & Tell Gate Rd, Groton	30 Perkins Farm Road, Storington			
		\$840,000	\$979,000	\$2,900,000	adjusted for date	adjusted for date	
Final Adjusted Sale Price / SF		\$13.12	\$20.61	\$8.10			
ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+/- ADJ.	DESCRIPTION	+/- ADJ.	DESCRIPTION	+/- ADJ.
PROPERTY RIGHTS CONVEYED	less than fee simple	fee simple	0%	fee simple	0%	fee simple	0%
FINANCING	NA	com	0%	com	0%	com	0%
CONDITIONS OF SALE	Arm's Length	arms length	0%	arms length	0%	arms length	0%
MARKET CONDITIONS	12/03/2019	12/01/2018	0%	10/10/2019	0%	12/01/2019	0%
ADJUSTED SALE PRICE			\$13.12		\$20.61		\$8.10
LOCATION	very good	very good	0%	very good	0%	superior	-30%
ZONE	MVC	CA-12	-3%	CA-12	-3%	GEO	0%
Lot Area AC	10,700	1,470	-	1,040	-	8,200	-
LOT AREA SF	468,270	64,031	-55%	45,504	-55%	338,063	-15%
SHAPE	rectangular	rectangular	0%	irregular	0%	rectangular	0%
FRONTAGE	916	1091	0%	750	0%	345	25%
ACCESSIBILITY - ACCESS	very good	good via poor access	10%	very good	0%	very good	0%
TOPOGRAPHY	level	level	0%	level	0%	level	0%
TITLE/DUES	all	all	0%	all	0%	all	0%
INCL/M/APPURTENANCES	na	na	0%	na	0%	na	0%
USE AT SALE DATE	municipal	office demo adj above	0%	office demo adj above	0%	unimproved land	0%
OTHER	unimproved no approvals in hand	approved retail site	-15%	approved restaurant site	-15%	approved multi-dw	-15%
OTHER							
HIGHEST AND BEST USE							
TOTAL ADJUSTMENT			-63%		-79%		-33%
ADJUSTED SALE PRICE / SF			\$4.39		\$5.13		\$5.26

Sale #1 was redeveloped with a retail building. Sale #2 was redeveloped with a restaurant and medical office building. Sale #3 was approved for a 50-unit apartment complex.

In the After Valuation Appraiser Russ utilized the same three sales and adjusted downward for not located in a flood zone as a large portion of the Release Parcel is in a Flood Zone, concluding \$4.85/sf, or \$4.85/sf x 503,645sf = \$2,442,678, rounded to \$2,442,000.

Russ - Value of the Release

After Valuation	\$2,442,000
Before Valuation	\$2,341,000
Value of Release	\$101,000

Independent Appraiser Steven MacCormack appraised the Larger Parcel at 52 Newtown Road (Town Library) as of 12/10/2019, both before and after the assemblage of the 35,375 sf release parcel. He opined the highest and best use of the 468,270 sf site, as vacant, was for multi-family residential development and as improved is continuation of the existing municipal use.

Based on three similarly-zoned, 5-20 acre, parcels in Groton, Stonington and Bozrah, concluded the value of the land was \$135,000 per acre (\$3.10/sf) x 10.75 acres = \$1,451,250, rounded to \$1,450,000.

LAND SALES SUMMARY						
Sale	Location	Area (acres)	Zone	Sale Date	Sale Price	Sale Price Per Acre
1	682-684 Norwich Westerly Road North Stonington, CT	7.64	RC	6/26/18	\$325,000	\$42,539
2	380 Salem Turnpike Bozrah, CT	14.30	HC	12/20/17	\$637,500	\$44,580
3	0 Route 12 Groton, CT	12.40	NMDD	11/18/16	\$1,625,000	\$131,048
Subject: 52 Newtown Road (aka 113-153) Groton, CT		10.75	MVC			

Item	Subject	Sale 1		Sale 2		Sale 3	
Unadjusted Sale Price Per Acre	N/A	\$42,539		\$44,580		\$131,048	
Adjustments	Description	Description	+/- Adj	Description	+/- Adj	Description	+/- Adj
Property Rights Conveyed	Fee Simple	Fee Simple	0	Fee Simple	0	Fee Simple	0
Financing	N/A	Bank	0	Bank	0	Cash	0
Conditions of Sale	Arm's Length	Raze Dwellings	+5%	Arm's Length	0	Arm's Length	0
Market Conditions As of	12/19	6/18	0	12/17	0	11/16	0
Adjusted Sale Price		\$44,666	+5%	\$44,580	0	\$131,048	0
Location	Good	Superior	-15%	Superior	-15%	Similar	0
Median Family Income	\$67,465	\$96,125		\$99,625		\$67,465	
Tax Mill Rate	30.41	28.20		27.50		29.63	
Zone	MVC	RC	0	HC	0	NMDD	0
Size (Acres)	10.75	7.64	-5%	14.30	+5%	12.40	0
Shape	Rectangular	Rectangular	0	Rectangular	0	Triangular	+5%
Frontage / Access	Single Front	Single Front	0	Two Fronts	-5%	Three Fronts	-10%
Visibility	Good	Similar	0	Similar	0	Similar	0
	Highway	Highway		Highway		Highway	
Topography	Level	Gentle Slope	0	Gentle Slope	0	Sloping	+5%
Utilities	All Public	Private Well Septic Sewer	+10%	All Public	0	All Public	0
Wetlands	None	3%	+3%	10%	+10%	5%	+5%
Flood Zone	Less than 1%	None	0	40%	+20%	None	0
Amenities	None	None	0	None	0	None	0
Encum. / Appurtenances	None	None	0	None	0	None	0
Present Use (at Sale)	Town Bldgs.	Houses	0	Vacant	0	Vacant	0
Highest & Best Use	Multi-Family	Multi-Family	0	Multi-Family	0	Multi-Family	0
Total Adjustment		Downward	-7%	Upward	+15%	Upward	+5%
Adj. Sale Price Per Acre		\$41,539		\$51,267		\$137,600	

In the After Valuation Appraiser MacCormack utilized the same three sales and adjusted downward for not located in a flood zone as a large portion of the Release Parcel is in a Flood Zone, concluding \$132,300 per acre (\$3.04/sf) x 11.5621 acres = \$1,529,666, rounded to \$1,530,000.

MacCormack - Value of the Release

After Valuation	\$1,530,000
Before Valuation	\$1,450,000
Value of Release	\$80,000

Value of the Release – Average of Two Independent Appraisals

Appraiser Russ	\$101,000
Appraiser MacCormack	\$80,000
Value of Release – Average	\$90,500

The Special Act Language is as follows:

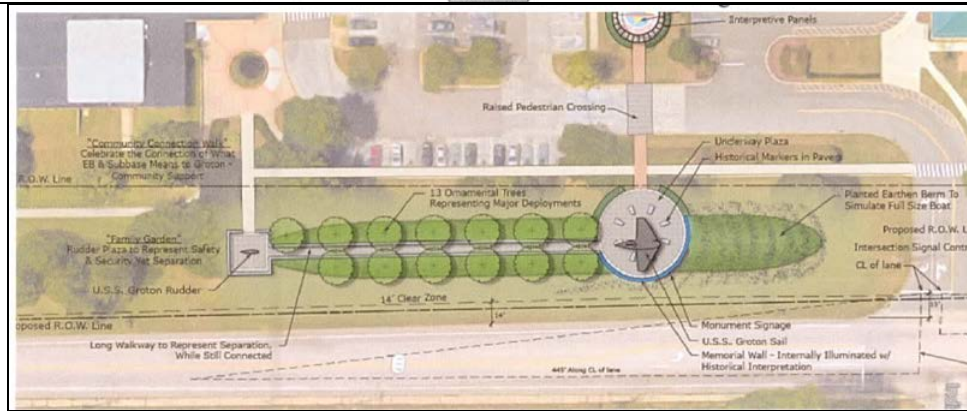
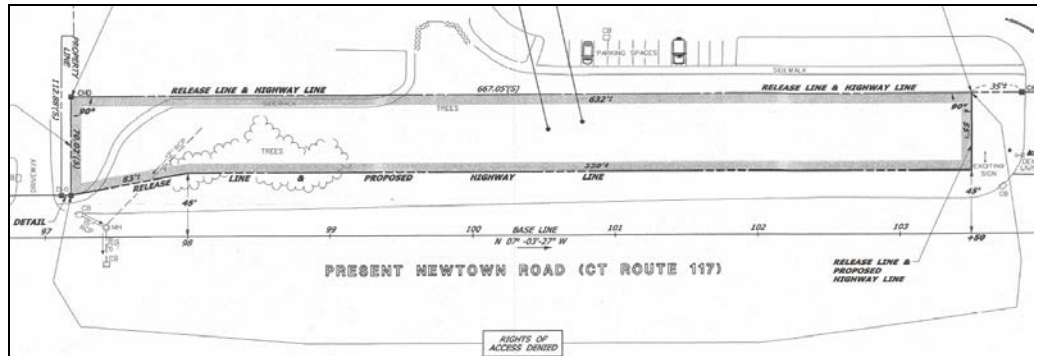
Section 1. (Effective from passage) (a) Notwithstanding any provision of the general statutes, the Commissioner of Transportation shall convey to the town of Groton a parcel of land located in the town of Groton, at a cost equal to the fair market value of the property, as determined by the average of the appraisals of two independent appraisers selected by the commissioner, plus the administrative costs of making such conveyance. Said parcel of land has an area of approximately 1.5 acres and is identified as the parcel located on Connecticut Route 117, adjacent to the property containing the Groton Public Library and the Town of Groton Senior Center, and further generally described as follows: Beginning at a point in the southeast corner of property of the town of Groton, said point being on the westerly highway line of Connecticut Route 117; thence northerly approximately 930 feet along the westerly highway line of Connecticut Route 117 to the northeasterly corner of property of the town of Groton; thence easterly approximately 70 feet to a point; thence southerly, approximately 70 feet off of, and parallel to, the westerly highway line of Connecticut Route 117 for approximately 930 feet to a point; thence westerly approximately 70 feet along land now or Senate Bill No. 1205 July Sp. Sess., Special Act No. 19-5 2 of 2 formerly of BJAG Associates to the place and point of beginning. If a survey of said parcel of land for the purpose of said conveyance is deemed necessary by the Commissioner of Transportation, the town of Groton shall pay the costs of any such survey. The precise size and area of the parcel to be conveyed shall be determined by the Commissioner of Transportation. The conveyance shall be subject to the approval of the State Properties Review Board.

(b) Prior to the town of Groton installing any monument on said parcel, the Department of Transportation shall approve the size, location and materials of the monument to ensure the department's ability to maintain Connecticut Route 117 properly and that the monument does not pose a safety issue for the public travelling on said route.

(c) The State Properties Review Board shall complete its review of the conveyance of said parcel of land not later than thirty days after it receives a proposed agreement from the Department of Transportation. The land shall remain under the care and control of said department until a conveyance is made in accordance with the provisions of this section. The State Treasurer shall execute and deliver any deed or instrument necessary for a conveyance under this section, which deed or instrument shall include provisions to carry out the purposes of subsection (b) of this section. The Commissioner of Transportation shall have the sole responsibility for all other incidents of such conveyance. Approved July 23, 2019.

RECOMMENDATION: Staff recommends **approval** of the legislative conveyance for the following reasons:

1. The Quit Claim deed is consistent with Section 1 of Special Act 19-5, which stipulates the conveyance of approximately 35,375 sf of land to the Town of Groton at a cost equal to the fair market value of the property, as determined by the average of the appraisals of two independent appraisers selected by the commissioner, plus the administrative costs of making such conveyance.
2. Section (c) requires SPRB approval.
3. The legal description in the Quit Claim Deed is consistent with the DOT survey map.



5. ARCHITECT-ENGINEER - UNFINISHED BUSINESS

6. ARCHITECT-ENGINEER - NEW BUSINESS

PRB #	#20-191
Origin/Client:	DCS/DOE
Transaction/Contract Type	AE / Amendment
Project Number:	BI-RT-877
Contract:	BI-RT-877-ARC
Consultant:	Moser Pilon Nelson Architects, LLC
Property	Groton, Fort Hill Rd (189) – Ella Grasso Technical HS
Project purpose:	Athletic Fields Design & Re-Bidding
Item Purpose:	Amendment #5 to compensate the consultant for architect services.

Mr. Tovey and Mr. McClure, both of DCS, joined the meeting at 9:30 to participate in the discussion of this Proposal. Both left the meeting at 9:

CONSULTANT FEE: \$158,367

At the September 3, 2019 SPRB Meeting, the Board approved, under PRB #19-170, Amendment #4 to the Consultant's Contract to provide additional design and construction services for the design and construction of the 'Upper Track and Fields' and a Greenhouse attached to the school. The fee for services was \$581,640.

DCS previously bid this portion of the project in March 2020 as part of the overall CMR project, with a supplemental bid for reconstruction of baseball and softball fields (lower fields) as a supplemental bid. Subsequent to the March 2020 bid DCS determined not to proceed with the CMR due to the pandemic.

Under this proposal (PRB #20-191), DCS is now seeking Board approval of Amendment #5 to the Consultant Contract to expend an additional \$158,367 for expanded scope of services for agency-requested changes and to rebid this project under a design-bid-build project delivery method with a General Contractor, not the CMR.

Agency requested changes include the following expanded scope of work:

- Expansion of the west side of upper field house and enclosure of the covered ticket area
- Addition of a press box to the grandstand
- Addition of data-tel-con services to the press box; conduits and boxes are by this contract; cabling and computers is by the school.
- Addition of a sound system to the upper track and field including speakers mounted on the four athletic light poles. The sound system is by the Agency; conduits, boxes, power wiring, power and data conduits and boxes are by this contract. Signal cabling and the actual sound system installation will be by the agency.
- Addition of FAA required duplex aircraft beacons atop each of the four 70' tall athletic poles including provisions for emergency outage internet or phone based notification of the FAA, emergency power either thru the base building/site power system or via a propane powered emergency generator located proximate to the field house. If propane is required, the propane tank would be buried in a grass covered vault similar to residential applications.
- Deletion of the metal roofing in favor of asphalt shingles at the upper field house.
- Changes to the railings at the switched back ramp linking the field house to the track area.
- The addition of a graded stone dust area for owner provided, event specific port-o-potties located just outside the north end of the track fence.

OPM, not 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 **\$110,926,000** and the total project budget remains at **\$135,186,973**.

A breakdown of the Consultant's fees is as follows:

- Additional contract documents phase services (**\$127,600**);
- Additional bidding phase services (**\$31,667**);

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>(%) 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				
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)	<u>\$285,578</u>				
PRB #18-174 Add. Design & CA Services (A3)	<u>\$101,500</u>				
PRB #19-170 Add. Design & CA Services (A4)	<u>\$552,940</u>				
PRB #20-191 Add. Design & CA Services (A5)	<u>\$158,367</u>				
TOTAL BASIC SERVICES FEE (A) + (A1) + (A2) + (A3) + (A4) + (A5)	\$9,106,385			\$110,926,000	8.21%
<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)		<u>\$7,560</u>			
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)		<u>\$25,000</u>			
PRB #19-170 ADDITIONAL SPECIAL SERVICES – Survey, Wetlands ID, Geotech (B4)		\$28,700			
TOTAL SPECIAL SERVICES (B) + (B1) + (B2) + (B3) + (B4)		\$849,622			
TOTAL FEE (PRB #20-191)			\$9,956,007	\$135,413,000	7.35%

Staff requested clarification on the following issues with this proposal:

1. What is the status of the current project – new building including site work and demolition
DCS Response: The new school is completed and occupied, demolition is complete, bus garage and greenhouse are being built as part of the final sitework construction and are on schedule to be completed late Nov./early Dec.
Staff Response: OK, per the CMR contract you provided the substantial completion date is December 31, 2020
2. Are there any delays in these two projects?
DCS Response: No.
Staff Response: OK
3. Please clarify why DCS concluded not to proceed with project after the March 2020 bid as part of the CMR project delivery method
DCS Response: In March 2020 a worldwide CoVid-19 pandemic broke out and construction had a lot of uncertainty. In discussion with O&G (the CMR) in March they were including many clarifications and exclusions into their GMP price that after review from DAS legal unit were deemed to be problematic. Accordingly, DAS Deputy Cmmr. Petra and OSCG&R Director Kosta Diamantis canceled the project.
 - a. And six months later determined to rebid this project under a design-bid-build with a General Contractor. What is the benefit of this change?
DCS Response: Not sure how to answer this benefit question. The fields need to be constructed from March through Nov. (avoid winter). In March 2020 it was decided not to move forward so that means the next possible starting time in March 2021. By that time all other work is scheduled to be completed (by late Nov./early Dec.) and the CMR will be off site. It did not seem to make sense to carry the CMR for another year under the present contract in lieu of bidding the project out for a more competitive price.
Staff Response: OK
 - b. Please provide an electronic copy of the bid results.
DCS Response: See Field GMP attachment, this also shows the bid clarifications and exclusions.
Staff Response: OK
4. Who will provide CA services for this project?
DCS Response: Don't know, will provide ask for someone off the on-call list.
Staff Response: I believe Arcadis is providing CA services for the current projects, correct. Will their existing contract be extended as well just like MPN's for the new services?
DCS Response: Not sure how I'm going to handle the CA, I could extend their services or I could request a CA through our on-call list, in which Arcadis may be selected. I will need to talk to Peter McClure about this. Either way works for me
Staff Response: OK
5. Why is this project not separated out from the current project and bid as a standalone project in light of different project delivery system?
DCS Response: This is sort of the same question as # 3. It is being separated out and bid out as a separate project, funding is just coming from the same project. The CMR will be off the site in late Nov./Early Dec. and in lieu of carry them and their overhead for another 12 months it seems to make more sense to put this work scope on the street again to obtain a more competitive price.
Staff Response: OK
 - a. This project seems to be estimated at around \$13 million. Why not have secure new A/E; CA, etc.?
DCS Response: With regard to the A/E, why would the state hire a new A/E to design athletic fields that are already designed and paid for? Regarding the CA see the answer to # 4.
Staff Response: OK
6. Under Amendment #3, submitted to the Board in September 2018, DCS stated the Supplemental Bid #2 for the 'Upper Track and Fields' came in at \$5.5 million but did not proceed with construction as the expenditure would have exceeded the project budget.

DCS Response: This statement goes back to when we initially bid the project in March of 2017. The construction budget at that time was 100,328,000. If we would have accepted the 5.5 Million add for supplemental bid 2 the construction the GMP would have been around 104M or 4M over budget with a contingency of around 6M or 6%. Because of this it was decided not go forward/accept supplemental bid 2 and to stay within the project budget.

Staff Response:

- a. Under Amendment #4, the construction budget for the 'Upper Track and Fields' was estimated at \$6 million and the Lower Fields was estimated at \$3-4 million. The Consultant reports the recent bids for the Upper Track and Fields were in the range of \$8-\$8.5 million and if a Supplemental Bid is considered for the Lower Fields, the total project – both upper and lower fields – “might be in the \$12-13M range.” What is the status of current funding in light of your 2019 comment “I have approx. 11-12M that I can utilize for this work and stay within the 134,913,000.”

DCS Response: The current project funding is fine. The total bottom line legislative approved funding is \$134,913,000 and based upon spending to date I anticipate that at the end of the year a total of approximately 120M will have been spent, leaving around 15M for the construction of the athletic fields.

Staff Response: What is the status of the regulatory approvals of the lower field? If DCS does not have the regulatory approvals for the lower field, why is it included in this repackaging services/scope?

DCS Response: It is underway under a separate task letter to Macchi Engineers. We are planning on and presently working toward having the regulatory approvals in place as we repackage the project. The project will not be able to be released for bidding until the DEEP Approval are complete.

Staff Response: OK. Hopefully these approvals will not require change in the scope of the consultant and additional funds for redoing certain tasks based on the conditions of the approvals or delays in the regulatory approvals.

7. Please quantify the expended and potential change orders so far for this project.

DCS Response: To date 246 change orders have been issued totaling \$171,116. Once remaining costs, CMR contingency and reconciliation of allowances are finalized I forecast final change order costs to be a credit of (\$1,400,000.00)

Staff Response: OK

- a. Can the current project budget sustain all these costs?

DCS Response: Yes

Staff Response: OK

- b. Why is Amendment #5 not included on page 3 (Budget) of the SPRB contract memo.

DCS Response: Probably should have been. I would take the \$158,640 out of the agency relocation line item reducing it accordingly. We have easily relocated everything/everyone without utilizing that full budget line item.

Staff Response: Pl provide revised page 3 for record showing revised amounts in various/individual line items including breaking up the projects - current project cost; new projects - fields/related activities cost; associated A/E fees; CA fees

- c. Where is the new project cost included on this page 3?

DCS Response: It is not shown as a individual line item, but the construction costs would be taken out as explained in question 6 as I anticipate 15M left to build the athletic fields. The Memo has been revised and uploaded by DAS legal unit to the SPRB Shared Drive. Let me know if you have trouble finding it as I was told resubmitting revised documents had to go through the legal unit. Be advised revised budget line items are based upon actual monies spent to date, as well as any anticipated costs.

Staff Response: OK

8. Provide a copy of the cost estimate prepared by Tarbell Construction Management under Amendment #4.

DCS Response: They are attached.

Staff Response: OK

RECOMMENDATION:

Staff recommend **APPROVAL** of Amendment #5 in the amount of \$158,367.

- The overall basic service rate of 8.21% is generally consistent with the DCS Group B new construction/demolition Guideline rate of 8.5%.

From PRB #19-170

CONSULTANT FEE: \$581,640

Contact Amendment #4 – The original design of the new Ella Grasso Regional Technical High School included the relocation of an existing greenhouse to a new, undetermined, location and the addition of new ‘Upper Track and Fields’ to include a toilet building, bleachers and appurtenant site improvements. The new track and fields are located in the area of the existing high school and will be constructed, post demolition. In light of budgetary concerns, the new track and fields were treated as a Supplemental Bid (#2) when the entire project was bid in March/April 2017. DCS stated the bids for the new track and fields were roughly \$5.5 million and this portion of the project was suspended due to insufficient construction funding.

Under this proposal, DCS seeks to amend the Consultant’s contract to compensate the consultant \$581,640 for the following additional design and construction administration services in conjunction with the following:

1. Design and CA Services for the redevelopment of the existing track (c.1974) and ballfields located on approximately 15 acres of land in the southwesterly portion of the site to include: A new 1,800 sf building housing concession, storage and lavatory facilities; Railing repairs and upgrades; Creation of a new parking area and bus drop-off area to accommodate 10 cars and two busses; site lighting for the parking area; and ‘extensive permitting and approvals at the local, state and federal levels. The construction budget for this is estimated in the range of \$3-\$4 million.
2. Design and CA Services of a new greenhouse location attached to the new school building to include; Foundation, concrete floors with drains building exterior, HVAC, MEP and telecom/data; Incorporation of the greenhouse manufacturers design and specs into the plan; extension of sub-surface natural gas line to the greenhouse; and Demolition of the existing greenhouse. The construction budget for this is estimated at \$500,000.
3. Design to update the ‘Upper Track and Fields’ only to: #1 change field markings to reflect Lacrosse from the original Field Hockey; and #2 Update plans to 2018 CT Building Codes, if required. The construction budget for this is now estimated at \$6 million.
4. CA Services for the ‘Upper Track and Fields’ specifically excluded from the original Contract and subsequent three Amendments.
5. Repackaging and rebidding Supplemental Bid #2 - ‘Upper Track and Fields’ - to incorporate the redevelopment of the existing track and ballfields. The greenhouse construction is not part of the supplemental bid.

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 increased by \$10,600,000 to **\$110,926,000** and the total project budget remains at **\$135,413,000**.

A breakdown of the Consultant’s fees is as follows:

- Additional schematic design services **(\$43,610)**;
- Additional design development phase service **(\$43,610)**;
- Additional contract documents phase services **(\$189,610)**;

- Additional bidding phase services (**\$39,440**);
- Additional construction administration services (**\$236,670**);
- Supplemental Land Survey, Utility and Wetlands Identification services (**\$25,400**); and
- Supplemental Geotechnical services (**\$3,300**).

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>(%) Budg</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				
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)	<u>\$285,578</u>				

PRB #18-174 Add. Design & CA Services (A3)	<u>\$101,500</u>				
PRB #19-170 Add. Design & CA Services (A4)	<u>\$552,940</u>				
TOTAL BASIC SERVICES FEE (A) + (A1) + (A2) + (A3) + (A4)	\$8,948,018			\$110,926,000	8.067%
<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)		<u>\$7,560</u>			
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)		<u>\$25,000</u>			
PRB #19-170 ADDITIONAL SPECIAL SERVICES – Survey, Wetlands ID, Geotech (B4)		\$28,700			
TOTAL SPECIAL SERVICES (B) + (B1) + (B2) + (B3) + (B4)		\$849,622			
TOTAL FEE (PRB #19-170)			\$9,797,640	\$135,413,000	7.24%

Staff requested clarification on the following issues with this proposal:

1. Under Amendment #3, submitted to the Board in September 2018, DCS stated the Supplemental Bid #2 for the 'Upper Track and Fields' came in at \$5.5 million but did not proceed with construction as the expenditure would have exceeded the project budget. If the construction budget for the 'Upper Track and Fields' is now \$6 million, Lower Fields is \$3-4 million and the new greenhouse is \$500,000, please confirm funding for construction of these three tasks is currently available. Are funds approved by Bond Commission? Pl provide a breakdown of the BC approved funds.
 - The total amount that has been legislatively approved for the project is \$134,913,000. All this proposed work will fall within the total budget. The state entered into a GMP agreement with O&G in June of 2017 with a construction value of 98.3 million. Accordingly, I had a 10% contingency or 9.83M to start with. After 26 months of construction that contingency is now 10.7M, I am also 1.5M under budget for my CA fee, and under budget on other line items as well. I have approx. 11-12M that I can utilize for this work and stay within the 134,913,000. Please refer to section 2.6 of the 1105 for the breakdown of bond commission funding.
 - OK, pl provide a breakdown of \$11-12 million that is available for this amendment
2. What changed in the budget permitting DCS to identify an additional \$10.6 million to fund construction of these three tasks?
 - After 26 months out of 42 month construction project I am dealing with actual costs now and not estimates. See the answer to # 1 above.
3. Please clarify how this project benefits by 'Repackage the Drawings and Specs' to include the Lower Fields when the new 'Upper Track and Fields' have budgetary priority and construction funding is limited.
 - By including the lower fields into the same bid package as the upper fields I will benefit with having to bid the project once, having one mobilization, etc... If it is not included I would have to do everything twice and we will lose the economy of scale for the construction.
4. Provide backup matrix for sub consultant services for repackaging supplemental bid no. 2.
 - Please refer to page 5 of 7 of the Moser Pilon Nelson June 9, 2019 proposal that you should already have.
 - Need breakdown of the costs
5. Provide summary of the bids received under Supplemental Bid #2.
 - See attached
6. Clarify why DCS is requesting \$25,400 for additional Special Services including a T2 Survey, Wetlands Mapping, locate and map all storm and sewer subsurface structures and locate and map all underground utilities as the original Contract in Exhibit A, Section B, provided for all of the aforementioned services. Why wasn't the survey done for the entire property?
 - Back in 2016 when the project was being design we were not touching the 15 acres of the lower field, at that time why would I request a survey of 15 acres for land that I wasn't going to touch.
 - From the Pre-Design Consultant Contract:

The services to be provided shall include, but not be limited to, the following:

- The Architect shall identify wetlands, delineating between state and federal wetlands, field flagging of wetlands, soils description, functional evaluation, design plan reviews for mitigation, and wetlands permit support. Wetlands-mapping will be completed in accordance with Conn. Gen. Stat. §§ 22a-36 to 22a-45, as amended;
- Provide an A2 Survey Map to include property lines, property corners, easements of records, flood hazards boundaries, building setback lines, encroachments, and existing site features;
- Provide a T2 Survey Map of the site. Utilize 1-foot contours and selected spot elevations in the area of the new facility and 2-foot contours for the remainder of the site. Elevations will be referenced to North America Vertical Datum (NAVD) 1988 datum;
- Locate and map all storm and sewer evidenced by surface structures;
- Locate and map all underground utilities;
- Map soil boring locations;

This request for additional services appears to duplicate most, if not all, of the work required during the Pre-Design Study.

7. The Form 1105 signed by DOE in August 2018 makes no reference to any of the three tasks, or approval of the Consultant's fees or construction costs. Please provide a revised B1105 that reflects the changes approved by DOE.
 - I need to get this to you after I get the appropriate signatures. The upper fields is part of the verbiage 'related site work' noted in the original 1105. I will add language for a new green house and the baseball/softball fields.
 - OK
8. Please confirm that the total project budget remains at \$135,413,000.
 - Yes. Keep in mind that the legislative approved amount is \$134,913,000 and there is another 500K being provided by the Board of Regents for changing out the original masonry shop to a manufacturing apprenticeship program that is going to be run by Three River Rivers Community College.
 - OK
9. Please provide a matrix for the Consultant's hourly CA Services fee, including schedule
 - CA services are being provided on a lump sum basis there is no hourly rate.
 - Provide breakdown of this lump sum. What is the basis to derive at this lump sum?
10. Lower field redevelopment – this area will need extensive permitting and approvals from DEEP for regulated floodplain including coordination with Army Corps of Engineers and local agencies related to regulated wetlands, numerous municipal utilities and other rights of way. This will impact both the schedule and the construction cost. Can this be a standalone project? Yes.

Why undertake this project now and spend design fees and find out that it cannot be implemented with other two tasks?

- It's less expensive to do all the work sooner than later. The design is only a small portion of the overall costs. Dept. of Ed. wants the lowers fields, so if they are designed and bid now we might be able to build them now as opposed to 2-3 years down the road.

Is it critical that this project be done during this phase knowing that DCS may not have sufficient funds to undertake this task?

- Critical- no, Smart –yes, everything is in place now to make this project go forward. If it doesn't I would have to go through a whole new A/E, CMR, CA selection process which we would take time and time is the most expensive element of the project.

How firm are these estimates?

- As good as the paper they are written on. The 6M for the upper field is based upon the fact that in march of 2017 the number was 5.5M, so I added 10% escalation; the lower fields are just based on square foot cost. The 4-6M range is educated guesstimates depending on what needs to be done.
 - MPN's scope states that the upper track and fields have budgetary priority over the lower fields redevelopment. If the lower fields are not a priority now, why not undertake this standalone project when there are sufficient funds available. Per MPN's scope, this phase will require extensive permitting. This may delay this phase of the project which will require to redo some of the work at a later date.

11. Please provide current construction status and estimated date of substantial completion for the new school building including site work
 - Status is right on schedule, Substantial completion date is August 28, 2019.
 - Seems like project is not on schedule. Has DCS agreed to a new substantial completion date? Are there penalties for not meeting the August 28, 2019 date?
12. Please provide estimated start date of demolition of existing school building and length of time to complete the demolition and substantial completion date
 - Sept. 3, 2019, completed by April 1, 2020.

- What is the substantial completion date for this project?
13. Are there any delays in the current project? **No**
- Then why the project has not met the substantial completion date?
14. Will these new project tasks have impacts on the current schedule?
- As of now no. If I don't start design by 10/1 then possibly.
 - Is it critical to get all permits in place before 10/1 design start date?

RECOMMENDATION:

Board recommendation is approval of contract amendment #4.

The overall basic service rate of 8.07% is generally consistent with the DCS Group B new construction/demolition Guideline rate of 8.5%.

7. VOTES ON PRB FILE:

PRB FILE #20-189 – Mr. Berger moved and Mr. Valengavich seconded a motion to approve PRB FILE #20-189. The motion passed unanimously.

PRB FILE #20-195 – Mr. Berger moved and Mr. Halpert seconded a motion to approve PRB FILE #20-195. The motion passed unanimously.

PRB FILE #20-196 – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #20-196. The motion passed unanimously.

PRB FILE #20-191 – Mr. Valengavich moved and Mr. Halpert seconded a motion to approve PRB FILE #20-191. The motion passed unanimously.

8. NEXT MEETING – Monday, October 19, 2020

The meeting adjourned.

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