

## STATE PROPERTIES REVIEW BOARD

### Minutes of Meeting Held On August 12, 2021 – remotely via telephone conference –

Pursuant to Governor Lamont's Executive Order No. 7B regarding suspension of In-Person Open Meeting requirements, the State Properties Review Board conducted its Regular Meeting at 9:30AM on August 12, 2021 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**

David Barkin, DCS Chief Architect  
Peter Simmons, DCS ADPM  
Ronald Wilfinger, DCS APM

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 August 9, 2021 Meeting. The motion passed unanimously.

#### **2. COMMUNICATIONS**

Director Desai provided a communication from DOT's Director of Concessions, Jill A. Brennan, responding to Board inquiries regarding a DOT Concession Agreement reviewed under PRB #09-272 regarding Service Plazas along Interstate 95 related to financial impacts to the State of EV charging stations at the service plazas.

#### **3. REAL ESTATE- UNFINISHED BUSINESS**

#### **4. REAL ESTATE – NEW BUSINESS**

<b>PRB #</b>	21-114
<b>Transaction/Contract Type:</b>	RE – Voucher
<b>Origin/Client:</b>	DOT/DOT
<b>Project Number:</b>	301-176-047
<b>Grantor:</b>	City of Norwalk
<b>Property:</b>	Norwalk, Monroe St (30)
<b>Project Purpose:</b>	Norwalk Walk Railroad Bridge Replacement
<b>Item Purpose:</b>	Voucher for Easements

**DAMAGES: \$293,700**

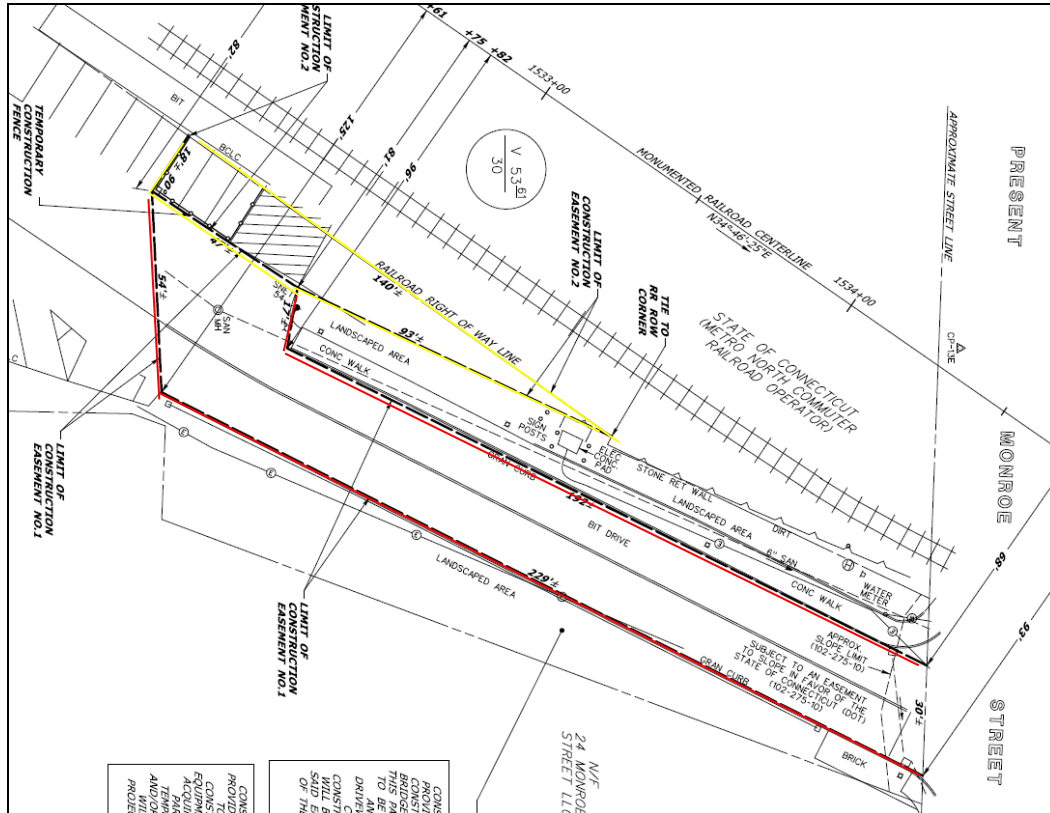
**DOT PROJECT:** The DOT project involves the Norwalk Railroad Bridge replacement project in the City of Norwalk.



**SITE DESCRIPTION:** The property consists of a 3.03 acre or 131,987sf parcel located along the southerly side of Monroe Street east of the railroad tracks in the SONO section of the City of Norwalk. The subject parcel is the home of the SONO Railroad Station. The site has access via curb cuts along Monroe Street and Henry Street. The subject is zoned SSDD, Commercial, and is a legally permitted, conforming use. The subject's highest and best use as vacant is for mixed commercial/residential (TOD) development. The subject's highest and best use as improved is as the SONO Rail Station.

**DOT ACQUISITION:** The DOT acquires the acquisition of the following easements:

1. Temporary Construction Easement Number 1 contains 6,530+/- sq. ft. and is for the purpose of providing access from present Monroe Street to temporary Construction Easement Number 2 during Walk Railroad Bridge Replacement. This Easement (No 1) is limited to travel only and is not to be used for storage of equipment or materials and may not impede the use of any existing driveway or parking area(s). The State revised its proposed acquisition on 3/31/2020 to include the following additional language: "Easement shall coincide with the limits of the driveway." This area will be restored, after the construction easement is extinguished, by removing any temporary appurtenances and by repaving, grading and/or seeding any disturbed areas.
2. Temporary Construction Easement Number 2 contains 1,553+/- sq. ft. and is for the purpose of providing access from temporary Construction Easement Number 1 to the Railroad and for storage of vehicles and equipment during Walk Railroad Bridge Replacement. The State revised its proposed acquisition on 3/31/2020 to include the following additional language: "installation of temporary construction fence". This area will be restored, after the construction easement is extinguished, by repaving any disturbed areas.



**VALUATION:** The DOT appraisal was completed February 24, 2020 by DOT Appraiser Michael Aletta.

Before Valuation

Land Valuation: Based on the sales comparison approach, the Appraiser considered three commercially-zoned comparable sales in Norwalk (2015-2018) and concluded that the fair market value of the entire property (land only) is \$90/square foot. The value of the land, before the taking, is then 131,987 sq.ft. x \$90/sq.ft. = \$11,878,830, rounded to \$11,879,000.

After Valuation

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

**Extraordinary Assumptions - None**

**Hypothetical Conditions**

The methodology used in this report is in the form of a Standard State format in the form of a before and after valuation appraisal used for eminent domain purposes. The appraisal considers that there is a willing seller in an acquisition by eminent domain and has disregarded any effect on the market value brought on by the States project. The appraisal report was based on the hypothetical condition that the proposed road or rail project will be completed as currently proposed in the Department of Transportation construction plans, on the day after the “as of” date. No other conditions were necessary to arrive at a value.

**Land Valuation:** Based on the sales comparison approach, the Appraiser considered the same three sales in Norwalk of similarly-zoned land with similar highest and best use and concluded that the fair market value of the subject land was \$90/square foot. The value of the land, after the taking, is then 131,987 sq.ft. x \$90/sq.ft. = \$11,878,830, rounded to \$11,879,000.

**Calculation of Permanent Damages**

Item	Value
Before Valuation	\$11,879,000
After Valuation	\$11,879,000
Permanent Damages	\$0

**Calculation of Temporary Damages**

Construction Easement Area #1	6,530 sf x \$90/sf x 5% x 6 years	\$176,310
Construction Easement Area #2	1,553 sf x \$90/sf x 14% x 6 years	\$117,407
	Total	\$293,717
	Rounded	\$293,700

From the appraisal report:

\*A 5% damage rental rate was deemed reasonable for Easement No. 1 due to its use for access only.

\*\* The 14% damage rate is equal to a 10% overall rate given the area will be utilized for some storage of vehicles and equipment plus a 4% differential rate for the three (3) affected parking spaces. Easement No. 2 will affect 3 parking spaces utilized for "30 minute limit drop off and pickup" for 6 years. Your appraiser has researched the parking rates specifically at this location with the City of Norwalk's Parking Authority. The parking rate for monthly parking is \$99 per month for a regular parking space. These parking spaces are generally located towards the rear of the Norwalk Train Station site and near Henry Street. The affected subject parking spaces are located proximate to the subject train station building and are generally utilized for 30 minute pickup and dropoff of passengers with limited mobility. In addition, these spaces are utilized for pickup of retail items such as food from tenant shops within the train station building. Any sales revenue loss for these shops is considered business income and is not considered within this report. Therefore, the \$99/month which is the normal monthly charge to park in the rear portion of this train station lot per month is utilized as a base rate in this explanation and is rounded to \$100 per month. As stated above, the parking spaces affected are special spaces and are not rented monthly. These spaces are proximate to the entry door to the building are highly desirable. A rental rate of \$100 per month is deemed reasonable for a regular parking space but given these spaces are special spaces for short term convenience parking, a \$150 per month rate was estimated as reasonable. (Please be aware that the daily parking rate in this area for train parking is \$12 per day or \$12 x 30 days would be 3 parking spaces x \$360 per month x 12 months x 6 years would be \$77,760.) The appraiser estimated 4% premium above the 10% basic rental rate accounts for the unique nature of these three (3) affected 30 minute type parking spaces. The final 14% estimated rental rate utilized above is considered reasonable by your appraiser. (Mathematical Proof: 3 affected unique parking spaces x 12 months x \$150/month x 6 years = \$32,400 versus 1,553+/- sq. ft. x \$90/sq. ft. x 4% differential rate x 6 years = \$33,545) In addition, please be aware that the damages specifically attributable to the 3 affected parking spaces of \$33,545 equate to approximately 11% of the total damages estimated within this report (\$33,545/\$293,700) or 0.28% of the total land value.

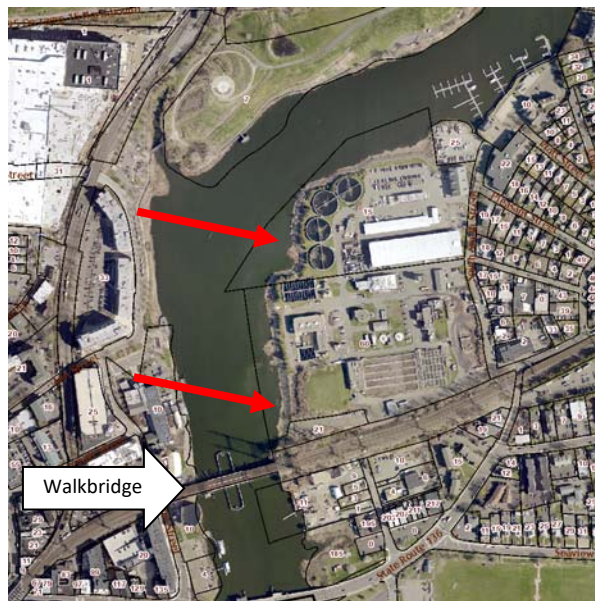
**RECOMMENDATION:** Board approval of damages in the amount of \$293,700 is recommended for the following reasons:

1. The acquisition complies with Section 13a-73(c) of the CGS which governs the acquisition of property by the commissioner of transportation required for highway purposes.
2. The acquisition value is supported by the DOT appraisal report.
3. The valuation of the land is consistent with other land reviewed under PRB #18-078.

**PRB #** 21-115  
**Transaction/Contract Type:** RE – Voucher  
**Origin/Client:** DOT/DOT  
**DOT Project #:** 301-176-012B  
**Grantor:** City of Norwalk  
**Property:** Norwalk, South Smith St (15 & 60)  
**Project Purpose:** Norwalk Walk Railroad Bridge Replacement  
**Item Purpose:** Voucher for Easements

DAMAGES: \$50,100

DOT PROJECT: The DOT project involves the Norwalk Railroad Bridge replacement project in the City of Norwalk.



**SITE DESCRIPTION:**

15 South Smith Street is a 17.62± acre site located within the Industrial (I1) district. The site's topography is generally level with some gently rolling terrain to account for drainage runoff, with the west property line encompassing the mean high watermark of the Norwalk River. The parcel is along the tidal Norwalk River, which flows south towards the Norwalk Harbor and Long Island Sound thereafter. The site is improved with three structures totaling 64,058± sf utilized as part of the city's waste water treatment facility.

60 South Smith Street is a 14.88± acre site located within the Industrial (I1) district. The site's topography is generally level with some gently rolling terrain to account for drainage runoff, with the west property line encompassing the mean high watermark of the Norwalk River. The parcel is along the tidal Norwalk River, which flows south towards the Norwalk Harbor and Long Island Sound thereafter. The site is improved with eight structures totaling 51,942± sf utilized as part of the city's waste water treatment facility.

Both parcel are mostly cleared with some trees positioned near the river embankment along a paved walking path known as the Norwalk River Esplanade, which is part of the Norwalk River Valley Trail.

It is noted that the easements to be acquired within the scope of this appraisal assignment are not considered to impact the site utility nor the structural utility, and as such, severance is not warranted.

Therefore, a value of “X” has been assigned to represent the total contributory value of all improvements on both sites.

### HIGHEST AND BEST USE

#### AS – VACANT

Given the proximity of the subject development in relation to significant recent development on the opposite side of the river, the Highest and Best Use of the subject land “As Though Vacant” would be for a sprawling mixed use development which balances commercial/retail space with a substantial residential/apartment component.

#### AS – IMPROVED

Currently, the two abutting, contiguous parcels are improved with over 116,000± square feet of building area, in addition to large canopy structures, water holding tanks, garages, ancillary attendant buildings, and highly specialized fixtures that are synonymous with the property’s existing use as a municipal waste water treatment facility. The improvements are very specific to the subject’s existing use, which is a critical function property that is operated continuously.

As such, the Highest and Best Use of the acquisition property “As-Improved” is for its continued use as a critical function municipal waste water treatment facility, given the extent of the highly specialized structural improvements and fixtures to the property in whole, as well as the critical nature of the existing use for the benefit of the city.

DOT ACQUISITION: The DOT acquires the acquisition of the following easements:

#### Defined Access Easements

The defined access easement to be acquired contains 8,579± square feet (0.19695± acre) of area, which encompasses 0.606±% of the subject land in whole. The easement area is shown not to be within flagged wetland areas. The purpose is to provide access from present land of State of Connecticut to proposed mitigation easements during the Walk Railroad Bridge replacement project. The defined access easement is in perpetuity, as the timeframe of the mitigation project is beyond 10 years. The easement shall be accessed only a few times per year by foot for said purposes. It is important to note that the land within the defined access easement is presently unencumbered, and is valuable riverfront land in a high- value market. It is assumed this easement shall not preclude or impede future potential development of the site nor have a negative effect on its marketability. Outlined below is a breakdown of the defined access easement, comprised mainly of a primary path but with three short spurs providing access down the river embankment to wetland areas.

The primary defined access easement follows a preexisting bituminous walking/biking path that is along the river’s edge, and connects the mitigation areas along the river frontage with state-owned property at the subject land’s southwest corner (which provides access to the easement area). This section of the defined access easement is indicated to be 9’± wide (following the edge of the existing, curving walking path known as the ‘Norwalk River Esplanade’) and is indicated to be 904’± in total length, totaling a calculated 8,319± square feet.

The northerly defined access easement spur ranges between 15’± to 16’± in length, and shall measure 5’ wide, totaling a calculated 81± square feet. The spur shall encumber downward sloping riprap to the mean high water mark as to create a legal pathway access, connecting the wetland mitigation easement area with the primary defined easement along the walking path.

The central defined access easement spur is indicated to be 17’± in length and shall measure 5’ wide, totaling a calculated 84± square feet. The spur shall encumber downward sloping riprap to the mean

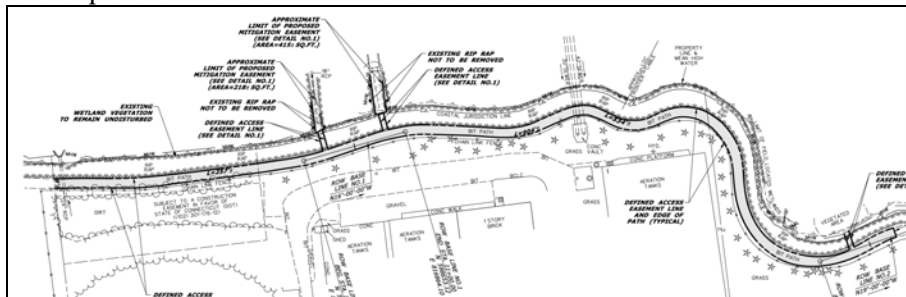
high water mark as to create a legal pathway access, connecting the wetland mitigation easement area with the primary defined easement along the existing walking/biking path.

The southerly defined access easement spur ranges between 19'± to 20'± in length, and shall measure 5' wide, totaling a calculated 95± square feet. The spur shall encumber downward sloping riprap to the mean high water mark as to create a legal pathway access, connecting the wetland mitigation easement area with the primary defined easement along the walking path.

**Wetland Mitigation Easements**

The wetland mitigation easements to be acquired total 633± square feet (0.01453± acre) of total area, which encompasses 0.045±% of the assemblage parcels in whole. While not explicitly indicated on the client-provided property map, the easement area is assumed to be within flagged wetland areas due to the nature of the assignment. It is noted that the easement area is not to be disturbed by the property owner, and includes, but is not limited to mowing, clearing, drainage or dumping. All wetland mitigation easements are in perpetuity, as the timeframe of the mitigation project is beyond 10 years. Further, the easements will be accessed only a few times per year (by foot) for said purposes.

The centrally located mitigation easement (accessed via the aforementioned central defined access easement spur) is indicated to encompass 415± square feet. The southerly located mitigation easement (accessed via the aforementioned south defined access easement spur) is indicated to encompass 218± square feet.



**VALUATION:** The DOT appraisal was completed March 12, 2020 by DOT Appraiser Steven C. Miller.

Before Valuation

Land Valuation: Based on the sales comparison approach, the Appraiser considered four similarly-zoned comparable sales in Norwalk (3) and nearby Stamford (1) and sold between 2018 and 2019 and concluded that the fair market value of the entire property (land only) is \$38/square foot, or \$1,650,000/acre, rounded. The value of the land, before the taking, is then 32.5 acres x \$1,650,000/acre = \$53,625,000.

**Calculation of Permanent Damages**

Defined Easement Area	8,579 sf x \$38/sf x 5%	\$48,901
Mitigation Easement Area A	415 sf x \$38/sf x 5%	\$789
Mitigation Easement Area B	218 sf x \$38/sf x 5%	\$414
	Total	\$50,104
	Rounded	\$50,100

RECOMMENDATION: Board approval of damages in the amount of \$50,100 is recommended for the following reasons:

1. The acquisition complies with Section 13a-73(c) of the CGS which governs the acquisition of property by the commissioner of transportation required for highway purposes.
2. The acquisition value is supported by the DOT appraisal report.

**5. ARCHITECT-ENGINEER - UNFINISHED BUSINESS**

**6. ARCHITECT-ENGINEER - NEW BUSINESS**

<b>PRB #</b>	21-123
<b>Origin/Client:</b>	DCS/DOC
<b>Transaction/Contract Type</b>	AE / Amendment
<b>Project Number:</b>	BI-JA-465
<b>Contract:</b>	BI-JA-465-CA
<b>Consultant:</b>	Downes Construction Company, LLC
<b>Property</b>	East Lyme, West Main St (201) – York Correctional Institute
<b>Project purpose:</b>	York Correctional Central Plant & Distribution System-Change Orders
<b>Item Purpose</b>	Amendment #2 for Extended CA Services

At 9:30 Mssrs. Barkin, Simmons and Wilfinger joined the meeting to participate in the Board's discussion of this Proposal, as well as the Proposal considered under PRB #21-129. Both left the meeting at

**CONSULTANT FEE:** \$343,674

At the June 14, 2018 SPRB Meeting, the Board approved, under PRB #18-090, the Consultant's Contract (BI-JA-465-CA ) to provide construction administration services during the design, renovation and equipment replacement of the existing 9,700-GSF Central Plant. Construction Phase services were for a period of 803 days, plus 90-day close out. The fee for services was \$2,845,410, of which \$1,854,484 was allocated to CA services and \$206,054 was allocated to close out.

Under this proposal (PRB #21-123), DCS is now seeking Board approval of Amendment #1 to the Consultant Contract to expend an additional \$343,674 for extended construction administration services (183 days/6 months) due to the user (DOC) requesting additional work, not related to the original construction project, including the following:

- Replace domestic hot water makers in housing units
- Added control and isolation valves for terminal units and unit heaters
- Convert existing pneumatic smoke dampers
- Replace Building 22 RTU's and upgrade ATC controls
- Convert Building 9 propane service to natural gas
- Replace existing cook/chill boilers

The amended Contract provides for on-site construction administration services with all work to be completed by December 31, 2021.

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

The overall construction and total project budget have been established at \$45,800,000 and \$59,550,000 (reduced from \$60,000,000) respectively.



DCC Basic Service Fee (#18-090)	CA Base Fees (\$)	Special Services	Total Fee	Construction Budget (\$)	% of Budget
Schematic Design Phase	\$0				
Design Development Phase	\$0				
Construction Document Phase	\$39,254				
Bidding Phase	\$151,465				
Construction Administration Phase	\$1,854,484				
Close Out	\$206,054				
<b>TOTAL BASIC SERVICE FEE (#18-090) (A)</b>	\$2,251,257			\$45,800,000	4.92%
<b>DCC Amendment #1 (#21-123)</b>					
Extended CA Phase Services - 6 months (A1)	\$343,674				
<b>TOTAL BASIC SERVICE FEE (#21-123) (A) + (A1)</b>	\$2,594,931			\$45,800,000	5.67%
<b>AUI Special Services Fee (#18-090)</b>					
Pre-Design		\$0			
Commissioning		\$158,193			
Construction Phase Pipe Testing		\$435,960			
<b>TOTAL SPECIAL SERVICE FEE (#18-090) (B)</b>		\$594,153			
<b>TOTAL FEE ( PRB #21-123) (A)+(A1) (B)</b>			\$3,189,084	\$45,800,000	6.96%

Staff have requested clarification of the following issue:

1. What is the status of the project under current contract?  
DCS RESPONSE: Substantial Completion of the base contract work occurred on schedule on June 30, 2021.  
Staff Response: OK
2. Please provide the construction budget for those six (6) items requested by DOC Change Orders.  
DCS RESPONSE: The value of added Agency Change Request Work to be completed by the end of the year is ~\$3M. Please refer to the attached ACR Log  
Staff Response: Staff are awaiting the ACR Log.
3. Was DOC required to provide a revised Form 1105? If not, why? If yes, please provide.  
DCS RESPONSE: No, DOC was not asked to provide a revised 1105 form. The work is related to the base contract scope as it is an extension of energy efficiency goals for the project.  
Staff Response: OK
4. Did the DOC-requested changes utilize funding from the current \$45,800,000 project budget? If not, what is the source of funding?  
DCS RESPONSE: Remaining project funds and energy incentive rebates are the source of funding for the added scope of work.  
Staff Response: OK
5. Please clarify if the requested change orders require the Project Manager and Superintendent to provide full time services in light of the limited scope of work during the six-month extended period.  
DCS RESPONSE: Both Downes staff members are needed to oversee the work, coordinate inspections and ensure coordination, communication and execution of the required code and quality control inspections.  
Staff Response: OK

**RECOMMENDATION:** Staff recommends to **suspend** Amendment #1 in the amount of \$343,674 for extended CA services for 6 months due to DOC-requested change orders, pending receipt and review of the ACR Log.

Note: Based on the Board’s review and comments from DCS Staffing, the recommendation was changed to approve this Proposal for DOC-requested change orders. DCS will submit the ACR log for subsequent Board review.

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Date: June 13, 2018  
 Re: PRB # 18-090, Standard Fixed-Fee—Construction Administration Services Contract Project BI-JA-465; Contract BI-JA-465-CA-2  
 York Correctional Central Plant & Distribution System Project - Total Fee \$2,845,410  
 York Correctional Institution – Downes Construction Company (DCC), LLC

PROJECT BRIEF– In general this project involves the complete renovation and equipment replacement of the existing 9,700-GSF Central Plant. The project will include the replacement of existing boilers and chillers with high efficiency boilers and chillers and the replacement of all associated required pumps, valves and chemical treatment accessories. Due to the ongoing system failures the project includes the complete replacement of all 32,000-LF of 10-inch hot water and chilled water supply and return underground piping that services the system. This work will include all the required valve replacements and vault connections to connect all eighteen buildings located on the campus. Atypical expenses incurred for this project, and part of the CA Contract, include \$158,193 for commissioning services and \$435,960 for testing the integrity of the pipe welding and piping insulation jacket. The overall construction and total project budget have been established at \$45,800,000 and \$60,000,000 respectively.

In September 2017 the Department of Construction Services (“DCS”) issued a Request for Qualifications (RFQ) for Construction Administrator (CA) Consultant Services related to the York Correctional Central Plant and Distribution Project. DCS elicited ten (10) responses to the advertisement of which nine (9) of the respondents were considered “responsive” and one was considered “ineligible”. DCS then proceeded to review the nine submittals and after the completion of the internal review process, three firms were selected for short-listed interviews. These firms were as follows, Downes Construction Company, LLC, A/Z Corporation and O&G Industries, Inc. The State Selection Panel consisted of 5 members and interviewed each firm for evaluation purposes based upon an established weighted ranking system. At the conclusion of the process DCS identified Downes Construction Company, LLC as the most qualified firm.

This contract is for Construction Administrator (CA) Consultant Services for the completion of the York Correctional Central Plant and Distribution Project. The scope of work for this contract includes both preconstruction and construction phase services as well as mechanical and building envelope commissioning. The overall compensation rate for basic services is \$2,251,257 with an additional \$594,153 for special services. DCS has confirmed for SPRB that funding is available for this contract through PA 13-239, Section 2(m), a bonding allocation totaling \$10 million. The costs of basic and special services are as follows:

	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>C. Budget</u> <u>(\$)</u>	<u>(%) Budget</u>
DCC Fee Design Phase CA Services. (Separate Contract) (PRB #18-090)	\$2,251,257		\$45,800,000	4.92%
DCC Fee Basic Services (PRB #18-090) (A)	\$2,251,257		\$45,800,000	4.92%
BVH Integrated Services– Commissioning		\$158,193		
Construction Phase Pipe Testing - TBD		<u>+\$435,960</u>		
Total Special Services Fee (B)		\$594,153	\$45,800,000	1.3%
<b>TOTAL PROJECT FEE (A) + (B)</b>		<b>\$2,845,410</b>	<b>\$45,800,000</b>	<b>6.21%</b>

RECOMMENDATION:

It is recommended that SPRB APPROVE this contract amendment as all the required documents have been submitted by DCS and the basic service fee will remain at \$2,251,257 which amounts to 4.92% of the construction budget which is generally consistent with the DCS Guideline of 5%. The CA contract includes

additional fees for commissioning (\$158,193) and pipe weld testing (\$435,960), both considered a priority by DOC to ensure the integrity of the subsurface piping welds and insulation, as the existing system is failing after 24 years.

**PRB #** 21-129  
**Origin/Client:** DCS/DOC  
**Transaction/Contract Type** AE / Task Letter  
**Project Number:** BI-JA-481  
**Contract:** OC-DCS-ARC-0056  
**Consultant:** Clohessy, Harris & Kaiser, LLC  
**Property** Enfield, Shaker Rd (285), Carl Robinson CI  
**Project purpose:** Bathroom Renovations in Housing Pods  
**Item Purpose** Task Letter #1A to compensate the consultant for expanded ARC Services

PROPOSED AMOUNT: \$44,565

On March 29, 2018, under PRB File #18-047, the Board approved Task Letter #1 in the amount of \$183,757 for the Consultant to provide consulting design and construction administration services for the following scope of work:

1. Standard design services for the renovation of the 6 bathroom area pods
2. Design of all required MEP upgrades to support the space.
3. Completion of bidding, estimating and construction administration services.
4. Coordination and design services for all associated upgrades consistent with the standards developed by DOC.

Notice to Proceed for construction phase services was issued on August 2, 2021.

Under this proposal (PRB #21-129), DCS is seeking SPRB approval of TASK LETTER #1A in the amount of \$44,565 to compensate the consultant for the following scope of work:

1. Revise Current Conformed Project Contract Documents to reflect ANSI A117.1 (ADA) requirements
  - Coordinate and attend up to Two (2) meetings with the DAS, to review the revised drawings and any code implications for compliance with the requirements of the Contract Documents and State of CT Building Codes.
  - Submit One (1) electronic set, CAD and PDF Format of signed and sealed Revised Conformed Drawings that address the ANSI A117.1 (ADA) requirements.

The Consultants work will be completed within 14 days.

DCS confirmed funding is available for this request.

In January 2017, SPRB approved Clohessy Harris & Kaiser, LLC, (“CHK”) (PRB #17-008) as one of eight firms under the latest *On-Call Architects Consulting Services Contract*. These contracts have total maximum cumulative fee of \$1-Million Dollars and a common expiration date of March 15, 2019.

CHK has been approved for the following task(s) under this series:

- |                   |   |           |            |
|-------------------|---|-----------|------------|
| • Task Letter #1  | Robinson CI Bathroom Renovation           | \$183,757 | (#18-047)  |
| • Task Letter #2  | New Garage Building                       | \$23,800  | (Informal) |
| • Task Letter #3  | Office of Health Strategy – Office Design | \$31,900  | (Informal) |
| • Task Letter #3A | Office of Health Strategy                 | \$8,800   | (Informal) |
| • Task Letter #4  | WCSU – West Campus Restroom /Facility     | \$61,250  | (Informal) |

- Task Letter #5                WCSU – Newbury Residence Hall                \$138,680                (#19-035)  
    Addition  
    Total Fee to Date:    \$448,187

DCS has established an original construction budget of \$1,853,000 for this project along with a total project budget of \$2,862,000. The project construction budget and total project budget have been increased to \$7,045,000 and \$8,413,412, respectively.

Task Letter #1 CHK Fee (PRB #18-047)	<u>Architect Base Fees (\$)</u>	<u>Special Services</u>	<u>Total Fee</u>	<u>Construction Budget (\$)</u>	<u>% of Budget</u>
Schematic & Design Document Phase	61,844				
Contract Document Phase	53,393				
Tracing & Masters/Bidding	8,450				
Construction Administration	\$60,070				
CWA’s Base Fee (PRB #18-047) (A)	<u>\$183,757</u>			\$1,853,000	9.9%
CHK – Task Letter #1A (#21-129) (A1)					
ARC ADA design services	<u>\$44,565</u>				
TOTAL BASIC SERVICE FEE (#21-130) (A)+(A1)	\$228,322			\$7,045,000	3.2%

The Consultant’s proposed fee was calculated as follows:

CHK: Architecture and Project Management			
Position	Rate	Hours	Total
Principal-in-Charge	\$190.00	2	\$380.00
Associate	\$160.00	80	\$12,800.00
Senior Project Manager	\$145.00	0	\$0.00
Project Manager	\$135.00	90	\$12,150.00
Senior Project Designer	\$130.00		\$0.00
Senior Interior Designer	\$130.00	8.5	\$1,105.00
Project Designer	\$105.00		\$0.00
CAD Operator	\$100.00		\$0.00
Clerical/Administrative	\$70.00	16	\$1,120.00
Subtotal Fee			\$27,555.00
Kohler Ronan: MEPPF			
Position	Rate	Hours	Total
Partner	\$260	1	\$260
Principal	\$220	0	\$0
Senior Associate	\$185	6	\$1,110
Project Manager/Associate	\$160	8	\$1,280
Senior Engineer	\$150	24	\$3,600
Project Engineer	\$140	48	\$6,720
CAD Production Staff	\$95	16	\$1,520
Administrative	\$65	8	\$520
Subtotal Fee			\$15,010
Szewczak: Structural			
Position	Rate	Hours	Total
Professional Engineer	\$110.00	10	\$1,100.00
AutoCAD Technician	\$75.00	12	\$900.00
Subtotal Fee			\$2,000.00
Total Fee			\$44,565.00

No fee schedule was provided under PRB #17-008 (original OC contract) or under #18-047 (Task Letter #1).

Staff inquired with DCS regarding the following issues:

1. When did DOC complete the work related to ADA complaint accessibility from the yard to the exterior doors, etc.?  
DCS Response: Ramps were completed Last on or around 6/1/2020
  - a. Was this work done to all the pods?  
DCS Response: No, because Pod 1& 2 are at ground level.

b. Why was this work done?

DCS Response: In order to facilitate the inmates with ADA requirements to house them , because it was considered in-humane and based on their Security Level and Risk.

Staff Response: OK

2. Is there a formal letter from DOC or DCS instructing CHK team or DCS about not requiring ADA compliance for the pods or any document excluding ADA compliance in CHK's scope?

DCS Response: The CHK Task Letter 1 does not specifically call out for ADA Compliance in the contract for their work. Also, based on Other Facilities (Bergen CI, Webster CI, Gates CI, Enfield CI, Northern) that had DOC were directed to close and have been closed, the clientele had to be relocated to other CI's based on their security and Risk Levels. These closed facilities did have the ADA Compliance.

Staff Response: OK

3. When did DOC notify DAS about this change?

DCS Response: Email Dated 3/30/21 from DOC – it had regards to a DOJ Lawsuit that CT DOC was directed by DOJ that they SHALL make ADA Changes to all facilities which amounted to about 20 million Dollars for them to expend to accomplish this.

Staff Response: OK

4. Were there any comments from OSBI or FM Global related to ADA during their review of design documents?

DCS Response: NO, because during that time DOC had one Pod that had ADA Compliant Fixtures. Also, based on Other Facilities (Bergen CI, Webster CI, Gates CI, Enfield CI, Northern) that had DOC were directed to close and have been closed, the clientele had to be relocated to other CI's based on their security and Risk Levels. These closed facilities did have the ADA Compliance.

If DAS did receive those comments, then it still would have resulted in a Supplemental TL to the On-Call Contract to Include the ADA requirements.

Staff Response: OK. The reason for asking this was “Was ADA issue raised during the scoping process especially because this was a bathroom project?”

5. Original scope included examination of 2 pods to confirm a compliant accessible route from the front door to the bathrooms. What was the purpose and what was the outcome of this examination?

DCS Response: The Doors and Pathways were found to be in compliance with min requirements located at Robinson CI. This had to be investigated such that if the project required to widening and replacement of the exterior Security Doors, it would have added to the overall cost of the project.

Staff Response: OK

6. Does DCS design requirements allow for waivers related to ADA compliance when renovations to the bathrooms are proposed?

DCS Response: This is a question that can be answered by OSBI/Chief Architect.

a. What is the process of such waivers?

DCS Response: See previous answer.

DCS Response - August 9, 2021 (P.Simmons)

1. Although waivers are theoretically allowed, I've never had one approved or known of one approved. ADA requirements are extremely crucial for access, mobility and egress. Non-compliant work is at risk for litigation by members of the public affected by impaired access – regardless of waivers.

2. This project is to improve conditions for the prison population – a population not shy to file discrimination litigation. Non-compliance with ADA access is ripe for such attention.

3. It is unfortunate that the original program didn't identify the need for all pods to be equal, vice concentrating the ADA improvements to a particular pod, but notification of this change is better now than a law suit later.

DCS Response – August 9, 2021 (D. Barkin)

Regarding Question #6 ADA Waivers, OSBI can issue waivers to the requirements of the ADA as required under the CT State Building Code but the acceptable reasons are very limited most for reasons of technical infeasibility. An example of such would be fitting an accessible bathroom in an historic structure where the masonry bearing walls will limit the size of the room where a 4’10.5” turning radius can be provided but not 5’ as required. Such a case may be waived due the technical infeasibility of removing the bearing walls for such a limited difference for an ADA requirement.

When a waiver is provided by OSBI for anything in the building code the result is the building (with the waiver) would then be considered compliant. This is not the case with waivers to the ADA, even if OSBI provided an ADA Waiver, the state could still be sued for non-compliance under the ADA as this is a federal mandate with no real ability to modify. It is my understanding ADA compliance is part of the program requirements of this project so it appears a waiver would not be recommended.

The process is clearly delineated on line including the application for a waiver.

DCS Response - August 10, 2021 (P. Simmons)

We reviewed the project documentation regarding the original scope related to this project. Nowhere have we found any indication that the AE is responsible for ADA compliance. Bear in mind the following:

1. Scope is developed between the client agency and DAS-CS
2. The client agency settled on a scope that configured one pod as the ADA pod. This is what was progressed.
3. This is a building renovation project, so code compliance is weighed with practicability. It was felt that the former plan met that point.
4. At no time during the pre-construction phase, were there any indication of ADA issues. The 3030 form submissions did not raise any flags.
5. Only when our client notified DAS that the single pod plan was a no-go were we made aware of that the single pod plan is a problem.
6. In conclusion, all indication suggest that the AE acted in the State’s best interest and performed their work credibly and within the scope of their contractual responsibilities.

As previously state, DAS needs to rapidly reconfigure the contract documents to equalize all pods for ADA compliance. This task letter is the critical path, and its approval by SPRB will mitigate costs to the State for extended general requirements.

I trust this is helpful, and will allow the Board to support DAS in getting this project back on track with the approval of this task letter supplement.

Staff Response: I am not advocating for getting a waiver. The reason I asked the question is - why was this not required during the scoping/design of the project. As you both indicated ADA compliance should have been part of the program. I am trying to understand why this was not the case and why no one commented on it during the design phase of the project including the Architect. Can this be considered an Architect's oversight?

I think it is the responsibility of the Architect to make sure that all requirements are adhere to. Do you agree? That's why DCS hires a third party consultants.

We are **OK** with the responses.

7. The proposed fee is almost 25% of the original fee. Pl provide staffing matrix. How can this increase be justified?

DCS Response

Staffing Matric is attached to their proposal.

For additional Clarification to SPRB I offer the following for you to use:

1. Construction Contract has been Executed and signed – NTP Date established as 02AUG21 – which DAS/CS will have to supply a CO to the GC for calendar days to cover this Agency Change Request.
2. The Cost for the Consultant to perform these changes and their fee is in the following calculation  
Construction Cost – 7,045,000.00 Bonded and Approved  
CHK Fee for Total for TL1 & TL1A is 228,322.00  
A/E Fee Percentage with regards to the 2 values is: 3.2% of the Construction Contract Value, which in my opinion is below the 10% or even 5% typically seen on projects of this cost magnitude

Staff Response: Understood about the percentages based on the contract value. This is not a typical project where all the elements are different. Here there are 6 pods which requires similar or repetitive design. Therefore, when A/E designs ADA bathrooms for one pod he or she can mirror for all the other pods. Therefore, the cost is not justified unless there is a reason for A/E to design 6 different designs for 6 pods.

**RECOMMENDATION:**

It is recommended that SPRB **suspend** Task Letter #1A for the Consultant in the amount of \$44,565, pending DCS response to issues raised by the Board.

Note: DCS provided an explanation of ADA requirements relative to this project and explained why only the one Pod was designed as ADA versus all Pods being designed for ADA accessibility. DCS also provided explanation regarding the Proposed fee with respect to overall design and construction budget. Based on this information it was recommended that the Board approve this Proposal for the Consultant to provide design services for the Pods.

- DCS confirmed \$44,565 is available for the Task Letter.
- The Board approved the current On-Call Contract for a maximum fee of \$1,000,000 and a term that expires on 3/15/2019 (PRB #17-008). Following the subject Task Letter, the On-Call Contract will have an uncommitted value of \$507,248.
- The submittal is accompanied by a Gift & Campaign Contribution Certification notarized on 10/21/2020.

FROM PRB #18-047

Re: PRB # 18-047– Clohessy Harris Kaiser, LLC – Task Letter #1  
Carl Robinson Correctional Institution – Bathroom Renovations Project  
Project #BI-JA-481, Contract # OC-DCS-ARC-0056, Fixed Fee - \$183,757

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PROJECT BRIEF– The Carl Robinson Correctional Institution (“CRCI”) is located in Enfield and is comprised of six housing pods for inmates. The Department of Corrections (“DOC”) has requested consultant services for design development and construction administration for the complete renovation of two bathrooms in each of the housing pods. Each bathroom facility comprises approximately 580 GSF with each are typically including seven water closets, seven showers, three urinals and nine lavatories. The current plan assumes that the toilet count will remain unchanged but that additional urinals may be added by replacing all single use fixtures with gang type units. The scope of services will also include complete demolition of interior wall partitions, revised floor slab elevations for positive drainage, enlarged plumbing chases, new rough plumbing and bathroom fixtures as well as new lighting and finishes.

In January 2017, SPRB approved Clohessy Harris & Kaiser, LLC, (“CHK”) (PRB #17-008) as one of eight firms under the latest *On-Call Architects Consulting Services Contract*. These contracts have total maximum cumulative fee of \$1-Million Dollars and a common expiration date of March 15, 2019. This is the first Task Letter that CHK has received under this series.

TASK LETTER #1 is a new task letter and subject to SPRB approval because the value of the task letter for this project exceeds \$100,000. DCS has established a construction budget of \$1,853,000 for this project along with a total project budget of \$2,862,000. As detailed in the scope letter from CHK to DCS dated March 30, 2017, the \$183,757 fee is intended to compensate the consultant for the following project scope:

- Standard design services for the renovation of the 6 bathroom area pods
- Design of all required MEP upgrades to support the space.
- Completion of bidding, estimating and construction administration services.
- Coordination and design services for all associated upgrades consistent with the standards developed by DOC.

Task Letter #1 CHK Fee (PRB #18-047)	Architect Base Fees (\$)	Special Services	Total Fee	Construction Budget (\$)	% of Budget
Schematic & Design Document Phase	61,844				
Contract Document Phase	53,393				
Tracing & Masters/Bidding	8,450				
Construction Administration	<u>\$60,070</u>				
CWA’s Base Fee (PRB #18-047) (A)	\$183,757			\$1,975,000	9.31%

RECOMMENDATION: It is recommended that SPRB approve Task Letter #1 for Clohessy Harris & Kaiser, LLC to provide consulting design and construction administration services on this project. The overall basic service fee of 9.31% is well within the guideline rate of 11% for this Group A Renovation Project.

**7. OTHER BUSINESS**

**8. VOTES ON PRB FILE:**

**PRB FILE #21-114** – Mr. Halpert moved and Mr. Valengavich seconded a motion to approve PRB FILE #21-114. The motion passed unanimously.

**PRB FILE #21-115** – Mr. Valengavich moved and Mr. Halpert seconded a motion to approve PRB FILE #21-115. The motion passed unanimously.

**PRB FILE #21-123** – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #21-123. The motion passed unanimously.

**PRB FILE #21-129** – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #21-129. The motion passed unanimously.

**9. NEXT MEETING** – Monday, August 16, 2021.

The meeting adjourned.

**APPROVED:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
John Valengavich, Secretary