

# STATE PROPERTIES REVIEW BOARD

## Minutes of Meeting Held On August 23, 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 23, 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

Lisa Humble, PM – DCS  
Stephen Burke, APM – DCS  
Ronald Denny, VP - Turner Construction  
Charles McCullough - Turner Construction  
Chad Therrien - Turner Construction

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 19, 2021 Meeting. The motion passed unanimously.

### 2. COMMUNICATIONS

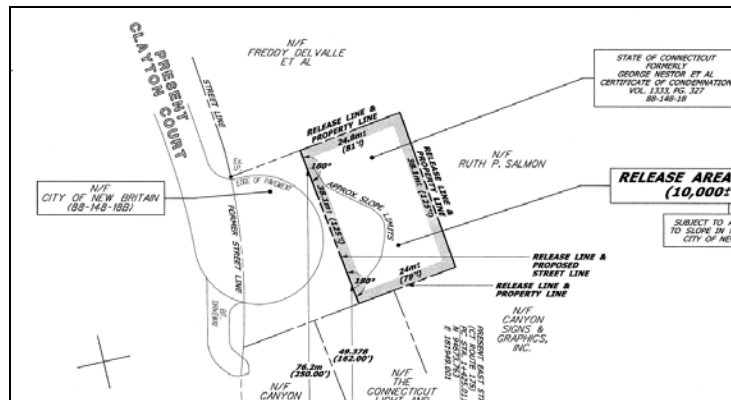
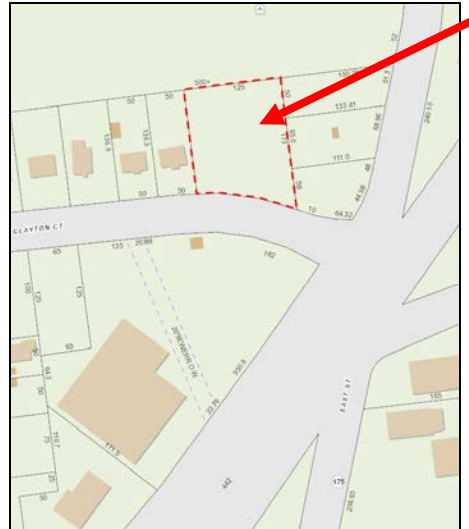
### 3. REAL ESTATE- UNFINISHED BUSINESS

### 4. REAL ESTATE – NEW BUSINESS

<b>PRB #</b>	21-122
<b>Transaction/Contract Type:</b>	RE – Sale by Public Bid
<b>Origin/Client:</b>	DOT/DOT
<b>Project Number:</b>	88-148-18A
<b>Grantee:</b>	Domenic W. Papa
<b>Property:</b>	New Britain, Clayton Court (15)
<b>Project Purpose:</b>	Sale by Public Bid
<b>Item Purpose:</b>	Quit Claim Deed

Sale Price: \$15,000 plus \$1,000 Admin Fee

**Description** – The release parcel consists of a rectangular shaped vacant parcel that contains 10,000± square feet or 0.23± acre, with approximately 125 feet of frontage. The subject property is located within an S-3 zone, allowing for single family homes by right. The existing topography will require additional site work and possible retaining walls located towards the rear of the property.



Public utilities include electric, natural gas, water and sewer.

The Appraiser opined the Highest and Best Use of the property, as vacant, is for single-family residential development.

The valuation of the subject property is subject to the following Extraordinary Assumptions and Hypothetical Conditions: None.

**Valuation** – With the release of this parcel via a Sale by Public Bid, DOT Appraiser Anthony John DeLucco appraised the property, as of September 30, 2019. Based on the sales comparison approach, the Appraiser utilized three residentially-zoned sales of land in New Britain that sold between 2018 and 2019, and concluded the fair market value of the property was \$18,500.

The appraisal was updated by Anthony J. DeLucco on March 14, 2021, and indicated there was no new market data over the past 17 months that would indicate any change in market value and conclude the market value remained unchanged at \$18,500.

**Public Bid & Negotiations** – The public bid was held on December 4, 2019, with an asking price of \$25,000. No responses were received. A \$10,000 offer from Domenic W. Papa was offer on March 9,

2021 which was rejected by DOT. Mr. Papa resubmitted a new bid of \$15,000 (+ \$1,000 admin fee) on March 18, 2021, which was accepted by DOT.

<https://portal.ct.gov/DOT/Properties/Active-Public-Bids/088-148-018A-New-Britain-Item-No-847>

From the DOT narrative:

On September 30, 2019, an appraisal was prepared by Staff Appraiser Anthony J. DeLuco, who established a value of \$18,500.00. A Public Bid was held on December 4, 2019, with an asking price of \$25,000.00, in which no bids were received.

On March 9, 2021, Mr. Domenic W. Papa submitted a bid in the amount of \$10,000.00 that was not within a reasonable range of the Department's fair market value, and therefore, was not accepted by the Department.

On March 14, 2021, a recertification of value was prepared by Staff Appraiser Anthony J. DeLuco, in which he stated that the original value of \$18,500.00 remained consistent with today's market.

On March 18, 2021, Mr. Papa submitted his highest and best offer of \$15,000.00 which is approximately 81% of the fair market value and was accepted by the Department.

The subject parcel is considered a buildable lot, however, it has been identified by the City's zoning enforcement officer to be an extremely challenging parcel given the existing topography. The parcel will require significant site work and possibly retaining walls located toward the rear of the property in order to be developed. Due to the limited development potential of the subject parcel, there was very little public interest. In addition to the topographical challenges, the parcel has been cited by the City for illegal dumping that has taken place, which initiated the marketing of this property for sale.

Considering the above information, that it would benefit the Town and the State to have the property returned to the tax rolls, and to alleviate the Department of any liability, it is herewith recommended that the offer from Mr. Papa in the amount of \$16,000.00 (which includes a \$1,000.00 administrative fee) be accepted and forwarded to the Office of Policy and Management, State Properties Review Board and the Office of the Attorney General for approval.

**Recommendation** – Staff recommend approval of the proposed Sale by Public Bid in the amount of \$15,000 (plus \$1,000 Admin Fee = \$16,000 in QC Deed) for the following reasons:

- The proposed sale complies with Sections §3-14b, and §13a-80 of the CGS in that the City of New Britain declined to purchase and the legislative delegation received the required notification on May 8, 2019.
- The release value of \$15,000 is 81% of the appraised value, but represents the highest amount offered and it will return the property to the New Britain tax rolls and relieve the State of all future expenses.
- The release will require the new owner to address the illegal dumping at the site, which is how this property was identified by DOT for release.
- The description in the Quit Claim Deed is consistent with the survey map filed in the New Britain Land Records.



<b>PRB #</b>	21-125
<b>Transaction/Contract Type:</b>	RE – Voucher
<b>Origin/Client:</b>	DOT/DOT
<b>Project Number:</b>	017-187-033
<b>Grantor:</b>	Solomon Leonard, Jr et al
<b>Property:</b>	Bristol, Divinity St (60)
<b>Project Purpose:</b>	Major Intersection Improvements on Route 72 at Route 69
<b>Item Purpose:</b>	Voucher

**DAMAGES: \$12,050**

**DOT PROJECT:** The purpose of the project is to reduce congestion, address traffic operational inefficiencies and improve safety for vehicles, pedestrians and bicyclists.

The configuration of the intersection of Route 72 and Route 69 will be improved by realigning Route 72 to the north which will soften curvature along Route 72 and allow geometric improvements to the intersection. Dedicated left-turn lanes will be added to both approaches of Route 72. The existing dedicated left-turn lanes on the approaches of Route 69 will remain, but will be realigned so the movements do not overlap. The new geometry of the Route 72/69 intersection will allow for tractor trailers to make all turns. The existing Divinity Street/Route 72 intersection will be eliminated; Divinity Street will be shortened to terminate at its intersection with Landry Street. A new “T” type intersection will be formed by extending Pratt Street north to Route 72. The Pratt street leg will be stop-sign controlled and a left-turn lane will be provided on Route 72 to accommodate vehicles turning left onto Pratt Street. Sidewalk and crosswalk enhancements will be included to provide pedestrian connectivity throughout the project limits. Four-foot-wide shoulders will be provided throughout the project limits to improve bicycle safety. The proposed realignment of Route 72 will result in the reduction of parking spaces in the existing parking lot located at the northeast corner of the intersection of Route 69 and 72. To compensate for the reduction in parking, and to meet the needs of the community, reasonable efforts to provide additional parking within the project limits will be included. Details and locations for the new parking is being coordinated with City of Bristol officials. There are right-of-way impacts associated with the proposed improvements: five total-property acquisitions and seven sliver acquisitions are expected.

Construction is anticipated to begin in summer 2022 based on the availability of funding. The estimated construction cost for this project is approximately \$6.0 million. This project is anticipated to be undertaken with eighty percent (80%) federal funds and twenty percent (20%) state funds.



**SITE & TAKING DESCRIPTION:** The subject property consists of an irregularly-shaped 11,761± square foot (0.27± acre) parcel of land with 74.5'± frontage on the north side of Divinity Street and 74.9'± frontage on the south side of Park Street. The site is generally level, at grade, with the back of the site sloping downward to Park Street. The property is improved with a 2.5-story colonial-style dwelling, constructed in 1920. The dwelling contains 2,227 square feet of gross living area divided into 8 rooms, with 4 bedrooms and 2 bathrooms. The property is zoned for single-family and multi-unit residential development via the R-15/RM zone.

The Appraiser opines the highest and best use of the site is for continued multi-family residential use, as improved.





**BEFORE VALUATION:** The DOT appraisal was completed June 9, 2021 by DOT Staff Appraiser James P. Mansfield.

Land Valuation: Based on the sales comparison approach, the Appraiser considered three sales in Bristol (2018-2020) of similarly-zoned land with similar highest and best use and concluded that the fair market value of the subject land was \$32,500, or \$2.76/square foot (rounded).

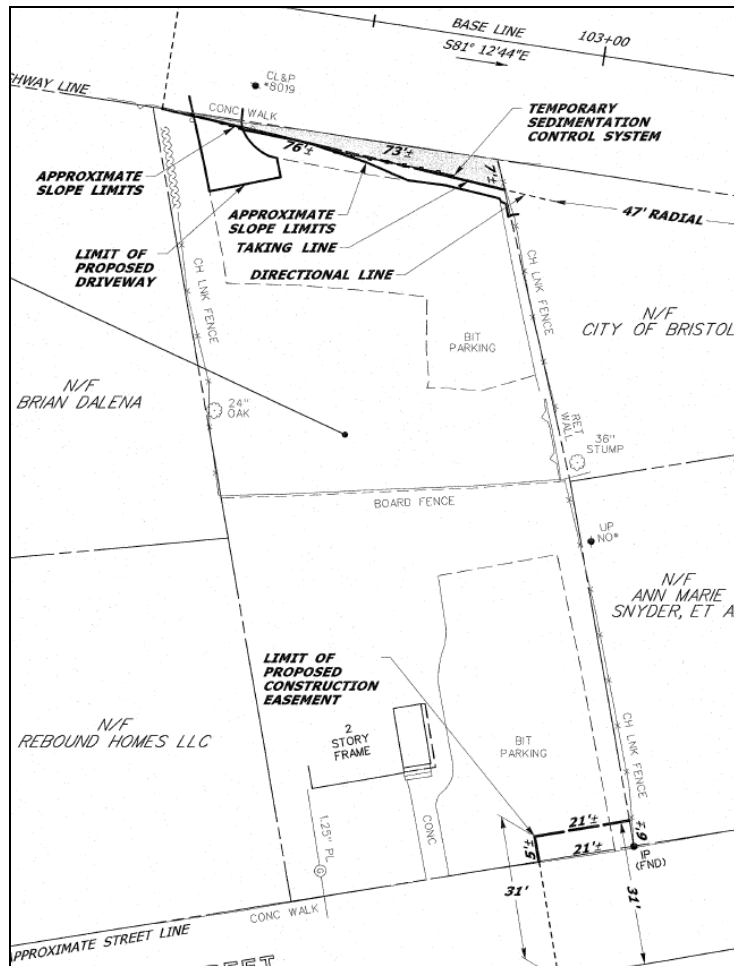
The town assessment records indicate the value of the land is \$24,100 (100% value) based on a 2017 town-wide revaluation.

Building Valuation

Sales Comparison Approach: The appraiser analyzed three sales of two-family dwellings all within one-half mile of the subject and concluded that the fair market value of the subject property was \$190,000.

**The Taking:** DOT will acquire the following:

1. A partial take of 224± sq.ft. of land;
2. An Easement to Slope for the Support and Safety of the Highway and remove, use or retain excavated material acquired over an area of 82+/- square feet;
3. A Construction Easement for the Purpose of Access for Construction of Sidewalk during major Intersection Improvements on Route 72 at route 69 acquired over an area of 114+/- square feet;
4. A Right to construct driveway acquired over an area of 176+/- square feet; and
5. A Right to install sedimentation control system acquired over an area of 14+/- linear feet.



**AFTER VALUATION:**

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

**Extraordinary Assumptions**

...appraiser conducted an exterior-only inspection of the subject property. As such, the appraiser is unable to report on the subject improvement's interior condition, quality of finish, interior layout, and mechanicals etc. For the purposes of this report, the appraiser makes the extraordinary assumption that the subject improvement is in an average overall condition with an average degree of finish quality, and constructed in a good workmanlike manner. If it is found that the subject deviates from what is presented in the report, the appraiser reserves the right to consider its impact on value.

The Bristol assessor reports that the subject's attic space is unfinished. However, during the exterior-only inspection, the appraiser observed the presence of an individual air-conditioning unit in the east facing window of the attic space. Given the presence of this attic air-conditioning unit, it is highly likely that the attic space is finished living space. For the purposes of this report, the appraiser has made the extraordinary assumption that 500/sq, or 445+/- square feet, of the assessor-report attic space is finished living space. Throughout this report, the appraiser has included the finished attic space of 445+/- square feet in the subject’s gross living area.

**Hypothetical Conditions**

Hypothetical conditions necessary to arrive at a value - The methodology used in this report is in the form of a Standard State Partial Take Uniform Residential Appraisal Report (URAR) valuation appraisal format 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 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 Bristol (2018-2020) of similarly-zoned land with similar highest and best use and concluded that the fair market value of the subject land was \$2.76/square foot, calculated as follows:

Item	Calculation	Value
11,455 sf in Fee simple	11,455 sf x \$2.76/sf	\$31,616
Easement to Slope	82 sf x \$2.76/sf x 50%	\$113
	Total	\$31,729
	<b>Rounded</b>	<b>\$31,750</b>

Building Valuation

Sales Comparison Approach: The appraiser analyzed the same three sales of single-family dwellings all within one-half mile of the subject. After adjusting for the reduced site size (\$-600) and slope/construction easements (-\$150 adjustment), concluded that the fair market value of the subject property was \$177,000.

**Calculation of Permanent Damages**

Item	Value
Before Valuation	\$190,000
After Valuation	\$177,000
Permanent Damages	\$13,000

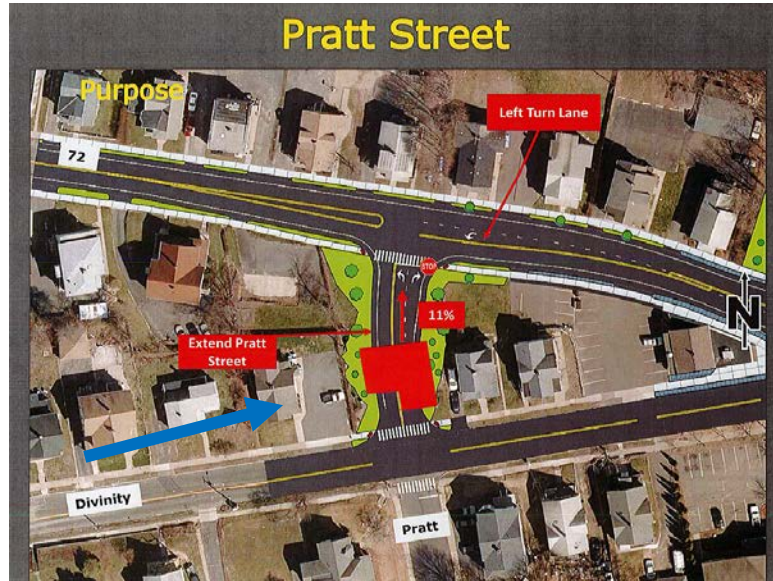
**Calculation of Temporary Damages**

Construction Easement Area	114 sf x \$2.76/sf x 7% x 2 year	\$44 rounded to \$50
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Total damages are then Permanent Damages plus Temporary Damages, or \$13,000 + \$50 = \$13,050.

**RECOMMENDATION:** Board **APPROVAL** of damages in the amount of \$13,050 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

<b>PRB #</b>	21-072
<b>Origin/Client:</b>	DCS/DMV
<b>Transaction/Contract Type</b>	AE / Task Letter
<b>Project Number:</b>	BI-MM-54
<b>Contract:</b>	OC-DCS-ROOF-0030
<b>Consultant:</b>	Hoffman Architects, Inc.
<b>Property</b>	Hamden, State St (1985) – DMV
<b>Project purpose:</b>	Roof & HVAC Replacement
<b>Item Purpose</b>	Task Letter #5B

At 9:33 Ms. Humble of DCS joined the Meeting to participate in the Board’s review and discussion of this proposal. She left the meeting at 10:42AM.

### May 21, 2021 Update

At its meeting held on May 20, 2021 the State Properties Review Board voted to suspend this item pending clarification of the following issues:

1. TL5 does not mention the construction duration. Provide documentation that establishes 84 day construction duration when TL5 was executed.  
**DCS Response:** DCS provided on 5-10-21 - Hoffmann Architect’s proposal for services lists 12 weeks construction duration, 12 weeks x 7 days/week = the 84 day duration. DAS provided SPRB Hoffman Architects proposal for services.  
**Staff Response:** Consultant’s February 2018 (revised March 2018) Proposal states 12 week construction duration. OK
2. Provide a timeline from NTP to Consultant under TL5 till NTP to the contractor for construction (especially tasks that delayed the project such as bond commission, etc.)  
**DCS Response:** 05-10-2021 - The construction funds required State Bond Commission bonding. After bonding was approved and funds in place with DAS meeting with General Contractor was held to establish date for notice to proceed (NTP) to construction.  
**Staff Response:** OK



3. If this construction project was advertised on 2-08-2019, and the advertisement stated there was a 240-day construction period, please clarify why DCS is now submitting a request for extended CA Services over two years after the advertisement and 7.5 months after Substantial Completion.

DCS Response: 05-10-2021 – When the General Contractor’s NTP was issued, they indicated that they would be completing this project in a substantially shorter duration than the advertised contract provided. DAS intended to do one Architect’s Task Letter address the Construction Administrative services required. During CA services the Architect provided notification needing to extend CA services. After the 90 day close-out December 2020 the GC began correction of punch list items issued September 2020. The CA services Task Letter was provided to address additional services required from Architect for project’s completion.

Staff Response: Did Architect agree with the Contractor that the project can be completed in a substantially shorter duration? Did the Architect overestimate the project duration? What does substantially shorter duration mean? How many days? Was GC’s contract amended to reflect this substantially shorter duration? If not, why not? Does DCS operate on a verbal commitments? The reasons provided are not clear as to why it took over two years after the advertisement and 7.5 months after substantial completion to submit this amendment to the Board. At what point (provide date) during the CA services, the Architect asked for Extended CA services? The proposal for extended CA services is dated September 10, 2020 – just before the revised Substantial Completion date of September 12, 2020.

4. Please clarify the following statement that was included in the DCS Memo: *“The contractor’s project management proved, at times, untimely and nonresponsive to the needs of the project and its schedule.”* What were the impacts of this contractor’s non-responsiveness on construction schedule and project cost?

DCS Response: 05-10-2021 – At project start General Contractor provided one base project schedule that they would not periodically update. The General Contractor’s 2 week look ahead schedules was one week late into schedule with activities noted consistently was not aligned with actual on site activities. The lack of GC project management provided a significant hardship to this project.

Staff Response: Were there cost implications because of GC’s project management and lack of performance? What was the role of the Architect in assisting DCS in getting update and accurate schedule that aligns with actual site activities? Is GC held liable for delays and cost overruns because of his performance?

5. Who was the contractor? Why was the contractor given two extensions of substantial completion date? Were there penalty clauses in the construction contract if the project is not completed by the substantial completion date?

DCS Response: 05-10-2021 – The Imperial Company, Restoration Contractor, Inc. out of Cromwell, CT was the general contractor. July 2020, during the pandemic, extensions to contract duration was granted at no cost to the Owner. All DAS construction projects have financial damages in the Contract Specifications. DAS/Legal provided SPRB a copy of the Contract Specifications for their use.

Staff Response: Was this clause utilized before DCS provided two extensions? Doesn’t look like pandemic was the reason or justification for extension. Knowing GC’s lack of performance, why DCS provided no cost extensions to the contract?

6. Task Letter #5, Section 1.A, required the Consultant to provide the following:  
*“Observe one (1) day of roof test cuts at low slope ballasted roof area(s), roof probes of roof penetrations and metal edge flashings with the assistance of DAS retained roofing contractor to document the current assembly configuration, conditions and system thickness. Provide a Roof Restoration Report documenting observations of findings during roof test cuts investigations. Provide a Roof Restoration Report documenting observations of findings during roof test cuts. Test cores shall be taken and patched by the contractor.”*

Task Letter #5, Section 3A, required:

*“The Consultant shall witness the Inspection/Test Cuts and provide a recommended Roof Restoration Report of findings within twenty five (25) calendar days after site visit observations.”*

- a. Provide a copy of the Roof Restoration Report prepared by the Consultant.

**DCS Response:** DCS provided on 5-13-21.

**Staff Response:** Consultant’s initial Recommended Report issued on 6-1-2018 and Final Report issued on 8-23-2018. Five of the 13 probes identified problem areas of which 3 were identified as **heavily corroded** and two were identified as **corroded**. On page 12 of the Final Report, under Structural Review, was the following:

The presence of light corrosion was visible throughout the underside of the main roof deck where ceiling tiles were removed. Additional corrosion was existed on side laps of the decking. While the underside of the lobby roof deck was not accessible, probes did not expose evidence of corrosion.

While there was no observed evidence of severe roof deck corruptions, roof probes were not exhaustive, and many areas of the deck was not accessible from the interior. It is recommended that the contractor perform a deck survey during roofing removal to allow repairs to be made prior to the installation of new roofing materials.

On page 13 of the Final Report were Recommendations, including the following:

- Perform visual observation of exposed structural metal deck to determine full extent of areas requiring deck repairs or deck replacement;

**Staff Response** – continues - Knowing that the roof had corrosion issues as noted above in some areas, why is this considered unforeseen condition (per Architect’s proposal)? Why weren’t specifications written to protect the owner from time delays and other costs? Was corrosion mentioned in the specifications? If not, is this considered an error on Architect’s part for not mentioning corrosion issue in the bid documents?

- b. Please clarify where the original test cuts were in relation to test cuts performed on 3-16-2020.

**DCS Response:** DCS provided the Consultant’s Final Report issued 8-23-2018.

**Staff Response:** The above does not provide locations of March 2020 test cuts. The response does not answer the question.

- c. Was the contractor provided with the Roof Restoration Report or was it part of any of the appendix or addenda to the bid document?

**Staff Response:** Please provide response. Were the bidders made aware of this report? If no, why not?

7. Consultant’s total fee representing 18% of the Construction Budget is excessive. Provide reasons why this is justifiable fee?

**DCS Response:** 05-10-2021 – This is SPRB’s Director’s opinion of the value of a project fee. Hoffmann Architects performed all duties in the best interest of the Owner.

**Staff Response:** This is not about anyone’s opinion. This is about DCS’s recommended guidelines. Talking about just CA fees (not total consultant fee) DCS’s practice/guideline has been that the CA fees are about 5% of the project cost. The original CA fee was little less than 5% (\$22,956) of the original project cost estimate of \$500,000. The final project cost including change orders increased by \$229,323 bringing the total project cost to \$729,323. Based on the 5% DCS guideline, the total CA fee should be around \$36,466 vs. the current ask of \$60,785 (which includes previous CA fee). Also, based on the delays and extra costs resulting from the known fact that the roof decking was corroded, it seems that the Architect should have done more thorough review of the issue.

**RECOMMENDATION:** It is recommended to **APPROVE** Task Letter #5B for Hoffman Architects, Inc. to provide additional CA services in the amount of \$37,829 for the roof and HVAC replacement project to the Hamden DMV.

Mr. McClure remained in the meeting to participate in the Board's discussion of this proposal. Mr. McClure left the meeting at 10:29.

PROPOSED AMOUNT: \$37,829

This Supplemental Task Letter is to provide compensation to Hoffmann Architects, Inc. for its extended construction phase services supporting DAS in the administration of the construction project at The Department of Motor Vehicles' Hamden Branch Office Facility. Services include all construction administration and related staffing support services for efforts required beyond the project's eighty-four (84) construction calendar duration initially established in 2018, and which formed the basis of Hoffman Architects' construction phase services and fees. DAS extended the construction duration from the eighty-four (84) calendar days to three hundred (300) calendar days for a number of reasons. First, a delay in the allocation of bond funds for construction posed seasonal challenges to the completion of the Work within the original schedule and, as a result, DAS changed the duration to two hundred forty (240) days at the time of bid. Once in construction, the discovery of an unforeseen field condition of a severely deteriorated metal roof decking necessitated its replacement, and it proved difficult to locate compatible new replacement decking. The contractor's project management proved, at times, untimely and nonresponsive to the needs of the project and its schedule. Due to schedule change and the unforeseen delays, none of which were the fault of, or caused by, the design team, Hoffmann Architects and its engineering professionals provided extended construction administration support for an additional two hundred sixteen (216) calendar days serving the DAS towards project completion.

Under this proposed TASK LETTER #5B with Hoffman Architects, Inc. (HAI), the fee is intended to compensate the Consultant for the following project scope:

The Scope of Work for the Consultant and its Engineering sub-consultant is to provide construction phase services for an extended duration beyond the construction phase duration set forth in Task Letter No. T5, in order to support DAS in the administration of the construction at the Department of Motor Vehicles' Hamden Branch Office Facility. Consultant is required to provide all of its construction phase services and related staffing support for an additional two hundred sixteen (216) calendar days beyond the initial project's construction schedule of eighty-four (84) calendar days, resulting in a total construction duration of three hundred (300) calendar days.

The Department of Administrative Services (hereafter the "DAS") requires the following construction administration support services:

- A. Extension of Consultant's construction phase services performed from 02/20/2020 to the Substantial Completion Date of 09/12/2020, including but not limited to, review and respond to project correspondence from Contractor, Inspection Agency, DAS, and State Building Inspector; review Contractor's change order proposals and change orders; and review contractor's Application and Certification for Payment, including Contractor's Requisition for Final Payment.
- B. Perform engineering review of all Contractor shop drawings submittals during the Contractor's construction contract calendar day duration.
- C. Prepare, document, and provide complete field observation report following each site inspection documenting the progress of the roof project work and quality of the Contractor's work in compliance with the Contract Documents.
- D. Participate in teleconferences, site visits, document discussions, and related Punch List Inspections and review follow up General Contractor's responses during the construction contract calendar day duration.

DCS has increased the overall initial construction budget and project budget to \$775,000 and \$1,111,520 respectively.

In December 2016, SPRB approved Hoffman Architects, Inc. (“HAI”) (PRB #16-282) as one of six firms under the latest *On-Call Roof Support Services Series* of consultant contracts. These contracts have a common expiration date of February 15, 2019 and have a maximum cumulative fee of \$500,000. On November 27, 2017, the SPRB approved Amendment #1 to the On-Call Series to increase the maximum contract amount from \$500,000 to \$1,000,000 while maintaining the common contract expiration date of February 15, 2019 (#17-321 to #17-325).

HAI has been previously approved for the following tasks under this series:

• Task Letter #1	Wood Hall & JE Smith Library	\$99,750	(Informal)
• Task Letter #2	West Campus Hall SCSU	\$42,150	(Informal)
• Task Letter #2A	West Campus Hall SCSU	\$6,000	(Informal)
• Task Letter #3	QVCC Façade Renovations	\$41,350	(Informal)
• Task Letter #4	Crandall/Burnap Hall Roof	\$117,255	(PRB #17-250)
• Task Letter #4A	Crandall/Burnap Hall Roof	\$2,395	(PRB #19-179)
• Task Letter #4B	Crandall/Burnap Hall Roof	\$36,360	(PRB #20-135)
• Task Letter #5	Hamden DMV Roof/HVAC	\$76,520	(Informal)
• Task Letter #5A	Hamden DMV Roof/HVAC	\$23,330	(Informal)
• Task Letter #6	Norwalk CC – D Wing Water Infiltration Study	\$26,065	(Informal)
• Task Letter #6A	Norwalk CC – D Wing Structural Repairs	\$39,800	(Informal)
• Task Letter #7	Rocky Hill DVA – Building #5 Roof Study	\$0	Cancelled
Total Fee to Date:		\$510,975	

DCS has confirmed funding is in place for this Task Letter #5B.

HAI Fee for Basic Services (Informal TL#5)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>TOTAL</u> <u>COST</u>	<u>C. Budget</u> <u>(\$)</u>	<u>(%)</u> <u>Budget</u>
Combined Schematic Design/Design Development	\$26,782				
Contract Documents	\$22,956				
Bidding	\$3,826				
Construction Administration	\$22,956				
TOTAL BASIC SERVICE FEE (#Informal TL#5) (A)	\$76,520	\$0		\$500,000	15.0%
Informal TL#5A – Additional Design Services (A1)	\$23,330				
TOTAL FEE (Informal TL#5A) (A) + (A1)	\$99,850	\$0		\$775,000	13.0%
PRB #21-072 – TL#5B (A2)					
Expanded CA Services	\$37,829	\$0		\$775,000	13.0%
TOTAL FEE (PRB #21-072 - #5A) (A) + (A1) + (A2)	\$137,679	\$0		\$775,000	18.0%

#### Project Milestones

- 4-02-2018 – Task Letter #5 issued by DCS, executed by HAI on 4-03-2018.
- 2-08-2019 – DCS issues advertisement for Construction Project.
- 9-14-2019 - Contract with the roofing Contractor was signed by the AG.
- 9-25-2019 – NTP issued.

- 11-18-2019 – Construction start date with 240 day construction period (7/15/2020 – substantial completion)
- 2-10-2020 – Substantial Completion based on 84-day construction period.
- 3-16-2020 – Work scope associated with replacement of mechanical equipment begins.
- 3-16-2020 – Test cuts reveal unforeseen field conditions related to existing metal deck discovered.
- 5-18-2020 – Task Letter #5A issued for design services related to metal roof deck replacement.
- 6-1-2020 – Roof deck repairs commence.
- 6-17-2020 – Installation of new roofing commences. Contractor requests Substantial Completion extended to 9-12-2020.
- 9-12-2020 – Actual Substantial Completion, 215 days beyond 2-10-2020.

Staff asked following questions for clarification:

1. TL5 does not mention the construction duration. Provide documentation that establishes 84 day construction duration when TL5 was executed.  
DCS Response: DCS provided on 5-10-21.  
Staff Response: Consultant's February 2018 (revised March 2018) Proposal states 12 week construction duration.
8. Provide a timeline from NTP to Consultant under TL5 till NTP to the contractor for construction
9. If this construction project was advertised on 2-08-2019, and the advertisement stated there was a 240-day construction period, please clarify why DCS is now submitting a request for extended CA Services over two years after the advertisement and 7.5 months after Substantial Completion.
10. Please clarify the following statement that was included in the DCS Memo: "The contractor's project management proved, at times, untimely and nonresponsive to the needs of the project and its schedule." What were the impacts of this contractor's non-responsiveness on construction schedule?
11. Who was the contractor? Why was the contractor given two extensions of substantial completion date? Were there penalty clauses in the construction contract if the project is not completed by the substantial completion date?
12. Task Letter #5, Section 1.A, required the Consultant to provide the following:  
*"Observe one (1) day of roof test cuts at low slope ballasted roof area(s), roof probes of roof penetrations and metal edge flashings with the assistance of DAS retained roofing contractor to document the current assembly configuration, conditions and system thickness. Provide a Roof Restoration Report documenting observations of findings during roof test cuts investigations. Provide a Roof Restoration Report documenting observations of findings during roof test cuts. Test cores shall be taken and patched by the contractor."*

Task Letter #5, Section 3A, required:

*"The Consultant shall witness the Inspection/Test Cuts and provide a recommended Roof Restoration Report of findings within twenty five (25) calendar days after site visit observations."*

- d. Provide a copy of the Roof Restoration Report prepared by the Consultant.

DCS Response: DCS provided on 5-13-21.

Staff Response: Consultant's initial Recommended Report issued 6-1-2018 and Final Report issued 8-23-2018. Five of the 13 probes identified problem areas of which 3 were identified as heavily corroded and two were identified as corroded. On page 12 of the Final Report, under Structural Review, was the following:

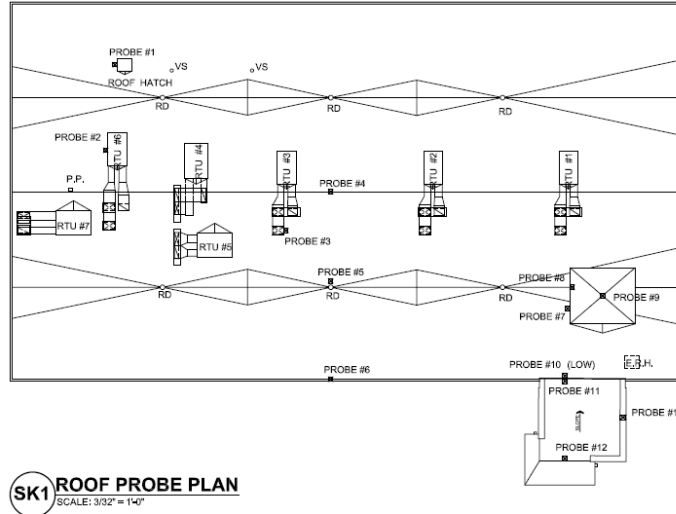
The presence of light corrosion was visible throughout the underside of the main roof deck where ceiling tiled were removed. Additional corrosion was existed on side laps of the decking. While the underside of the lobby roof deck was not accessible, probes didnot expose evidence of corrosion.

While there was no observed evidence of sever roof deck corrosions, roof probes were not exhaustive, and many areas of the deck was not accessible from the interior. It is recommended that the contractor perform a deck survey during roofing removal to allow repairs to be made prior to the installation of new roofing materials.



On page 13 of the Final Report were Recommendations, including the following:

- Perform visual observation of exposed structural metal deck to determine full extent of areas requiring deck repairs or deck replacement;
- e. Please clarify where the original test cuts were in relation to test cuts performed on 3-16-2020.  
DCS Response: DCS provided the Consultant’s Final Report issued 8-23-2018. Included in the Final Report was the following:



Staff Response: Still waiting for DCS to provide location of March 2020 test cuts.

- f. Was the contractor provided with the Roof Restoration Report or was it part of any of the appendix or addenda to the bid document?
13. Consultant’s total fee representing 18% of the Construction Budget is excessive. Provide reasons why DCS thinks this is appropriate?
14. Why was the TL5A not brought to the Board when the total projected fees were below \$100,000 by just \$150?

**RECOMMENDATION:** Recommendation will be based on DCS response to above inquiries for the Task Letter #5B for Hoffman Architects, Inc. to provide additional CA services for the roof and HVAC replacement project to the Hamden DMV.

Upon conclusion of the Board’s discussion it was recommended to suspend this file pending DCS’s review and written responses to the aforementioned Board inquiries.

<b>PRB #</b>	21-099
<b>Origin/Client:</b>	DCS/CCSU
<b>Transaction/Contract Type</b>	AE / Amendment
<b>Project Number</b>	BI-RC-395
<b>Contract</b>	BI-RC-395-CA
<b>Consultant:</b>	Turner Construction Corporation
<b>Property</b>	New Britain, Stanley St (1615) – CCSU
<b>Project purpose:</b>	New Engineering Building
<b>Item Purpose</b>	Amendment # 2

At 9:33 Mssrs. Denny, McCullough and Therrien joined the meeting to participate in the Board’s discussion and review of this proposal. All left the meeting at 10:42AM.

PROPOSED AMOUNT: ~~\$173,146~~ \$162,312

At its meeting held on July 19, 2021 the State Properties Review Board voted to suspend this item pending clarification of the following issues:

- Pending DCS response to additional issues raised during the review of this Proposal.

At the State Properties Review Board meeting held on July 06, 2020, the Board approved #20-120 Amendment #1 to the Contract (BI-RC-395-CA), in the amount of \$35,040, for CA Services related to the new Engineering Building located on the CCSU Campus. The Contract stated 605 days were allocated for Construction Phase Services plus a 90-day closeout period. Amendment #1 was to compensate the Consultant for escalations costs for a one-year delay in the project between the CD and Procurement Phases. This 1.8% increase is based on the US Bureau of Labor Statistics' CPI for the period of delay.

Under this Proposal (#21-099), DCS is now seeking approval of an additional ~~\$173,146~~ \$162,312 in CA fees to compensate the Consultant for construction delays.

The overall construction budget and total project costs are \$44,129,785 and \$62,698,900.

TCC Fee for Basic Services (PRB 21-099) (A2)				
Construction Administration Phase	\$173,146			
	\$162,312			
TOTAL BASIC SERVICE FEE (#21-099) (A) + (A1) + (A2)	\$2,319,002		\$44,129,785	5.26%
<u>SPECIAL SERVICES (#20-120) (B1):</u>				
Mechanical System Commissioning (CES Engineering)		\$1,311		
Building Envelope Commissioning (Langan Engineering)		\$1,040		
TOTAL SPECIAL SERVICES(B1)		\$2,351		
TOTAL FEE ( PRB #21-099) (A)+(A1)+(A2) + (B)+(B1)		\$2,495,967	\$44,129,785	5.7%

TCC Fee for Basic Services (PRB 16-181)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>C. Budget (\$)</u>	<u>(%) Budget</u>
Pre-Construction Phase	\$308,000			
Bid Phase	\$100,000			
Construction Administration Phase	\$1,544,400			
Project Close-Out Phase	\$171,600			
TOTAL BASIC SERVICE FEE (#16-181) (A)	\$2,124,000		\$44,852,500	4.73%
<u>SPECIAL SERVICES:</u>				
Mechanical System Commissioning (CES Engineering)		\$76,175		
Building Envelope Commissioning (Langan Engineering)		\$98,440		
TOTAL SPECIAL SERVICES(B)		\$174,615		
TOTAL FEE ( PRB #16-181) (A) + (B)		\$2,298,615	\$44,852,500	5.12%
TCC Fee for Basic Services (PRB 20-120) (A1)				
Bid Phase (Procurement)	\$1,800			
Construction Administration Phase	\$27,800			
Project Close-Out Phase	\$3,090			
TCC Fee for Basic Services (PRB 20-120) (A1)	\$32,690			

DCS confirmed funding is in place for this Amendment #2.

Staff have requested clarification of the following issue:

1. What is the status of the project? What percentage of the project is complete?

DCS Response 7/7: The project is still in construction and is about 85% complete

Staff Response: OK

2. Why the extension is “up to” 3 months? Is the substantial completion date a moving target? Why it is not fixed based on the as-built schedule?

DCS Response 7/7: The CMR is projecting a substantial completion date of 7/28. All other parties involved in the project including 3<sup>rd</sup> party claims analyst indicate a September completion. The CMR’s schedules have been unrealistic and filled with many logic issues since update 8 (we are not going on update 17). The CMR fired their scheduling consultant and started over with a brand new schedule after update 12, making it impossible to do a forensic analysis of the slippage in critical path.

Staff Response: So CMR’s SC date of 7/28 is not feasible based on the current status of the project? The original SC date was April 10, 2021, correct? Previously it was reported that the SC date was March 12, 2021. Has there been any amended SC date given to CMR by DCS?

DCS Response 7/28: S/C has not been granted to the CMR. The CMR officially reported in their latest schedule update 17, they were targeting 7/30, which is unrealistic. At today’s schedule meeting they reported 9/8/2021 as projected S/C.

Staff Response: OK

3. When did the delay start occurring? What caused the 92-days delay in the project? Who was responsible?

DCS Response 7/7: The delay was first portrayed in schedule update 10, data date 10-31-20. The CMR is responsible for the delays. This was confirmed by Ankura, DAS’ claims analyst. DAS is currently assessing Liquidated Damages against the CMR and holding billings of the CMR’s fee and general conditions.

Staff Response: When will the liquidated damages be assessed? What is the \$ amount that is being held by DAS? Provide date and payment application number.

DCS Response 7/28: The letter Assesses Liquidated Damages. We are withholding payment of the CMR’s fee and general conditions from May payment application onward. We also have all of the retainage on the CMR. Once all of the additional cost is finalized, (i.e. additional costs for AE, CA, DCS Fee, Claims Consultant, CCSU Furniture Storage Fees, etc.) these amounts will be added to the assessed LD amount and KBE will be sent another letter.

Staff Response: Ok, what is the amount being withheld?

4. Was recovery schedule requested from CMR by CA? Provide a copy.

DCS Response 7/7: A recovery schedule was requested in writing by DAS project management on 12/11/2020 in response to Schedule Update 10. To this date the CMR has never complied and never issued a proper recovery schedule.

Staff Response: What remedy is available to DCS for this non-compliance?

DCS Response 7/28: DCS weighed holding their billings for schedule but deemed this would be counterproductive and would cause the CMR to no longer focus on or update the schedule. Although the CMR has not published an accurate schedule to date, continuing to work with the CMR on a weekly basis on the schedule has allowed DCS and its consultants to estimate an early September S/C to allow the university to plan on their end.

Staff Response: OK

5. What was the corrective plan to address this delay? Was the project schedule accelerated at any given time after discovering delays? Provide CA’s analysis and report on the appropriateness of the schedule and steps taken to accelerate the schedule.

DCS Response 7/7: The CA’s subconsultant TriLogix issues a report for every schedule update. Since the delay was identified, DAS and the CA have held weekly schedule meetings with the CMR to identify issues. Unfortunately, the CMR has failed to reign in the schedule and substantial completion has continued to push out. Non-Conformance notices have also been issued to the CMR for the issues with the schedule.

Staff Response: OK

6. Provide the CPM schedule for the project from when the GMP contract was signed and recent schedule that shows the delay.

DCS Response 7/7: Ok

7. Justify why the Project requires the CA to provide full-time services from both a Sr. Project Manager and Project Manager in the remaining 92 days of construction.

DCS Response 7/7: Not only has the schedule slipped, the CMR is also not staying on top of open issues, furthermore quality of the work is suffering. DAS cannot count on the CMR to comply with plans/specifications or even approved shop drawings. The two person CA team has been vital to making sure issues are caught and corrected. DAS believes these two individuals are critical to a successful completion of the project. This was also the way the CA team was structured in the base contract (Sr. PM and PM 100% until substantial completion)

Staff Response: Are there any issues that CMR has caught that are not corrected and the CMR has moved on to the next tasks? How much money is retained for this work that needs correction? If the two-person CA Team was vital, why was PM Alcenat added on the team for the 3 months prior to this new 92-day request?

DCS Response 7/28: Please see attached open items log, the list is lengthy reaching over 120 items. To date DCS is holding \$3,016,489.81 in retainage, \$189,510.13 in CM Fee and \$210,211.00 in General Conditions. Usually a project ramps down at the end. Had this project ended as planned in April, PM Alcenat would not have been needed. The CMR has caused many issues on the project. DCS needs the staffing as outlined in this amendment to successfully complete this project for the client agency and track all remaining issues to completion.

Staff Response: Ok, hopefully additional full time staffing will eliminate issues being not addressed when the project is complete.

8. Provide payment requisitions from CMR and CA from January 2021 till now.

DCS Response 7/7: Ok

Staff Response: OK

9. The staffing matrix shows expenses related to reimbursables, insurance and OHP. These costs were not specifically approved under original contract. If they were, provide a written proposal/contract identifying these costs separately from what was approved under the original contract. These costs are part of the overall contract including hourly rates unless specifically approved in writing.

DCS Response 7/7: These have been removed. A revised amendment will follow

Staff Response: DCS provided a revised Amendment #2 removing the reimbursables, insurance and OHP.

**The subsequent changes to Amendment #2 reduced the Consultant's fee to \$162,312, a reduction of \$10,834, representing savings to the State.** OK

10. The grand total on the staffing matrix provided should be \$2,333,655 (original contract value plus amendment 1)

DCS Response 7/7: This has been corrected in the revised proposal.

Staff Response: OK; the Substantial Completion date in the CA staffing and cost chart should be corrected – it shows April 10, 2022.

11. Provide the rates being paid to the staff identified in the staffing matrix before the escalation and after the escalation (check – was the original contract based on certain hourly rates?)

DCS Response 7/7: We do not have rates used in Amendment 1. Amendment 1 was based on the Consumer Price Index of 1.8% and was just a flat increase for their services. No rates were provided in Amendment 1.

Staff Response: Why should State pay for both – additional fees for extended contract duration and staff escalation? This is duplication and should be removed.

DCS Response 7/28: There is not a duplication. The hourly rates in the staffing chart in this amendment are the original rates that the CA's proposal is based on. Amendment 1 granted 1.8% on top of these in base contract. Amendment 2 pricing is also based on these 2016 rates, with the escalation only on the

period of time being extended, June 5 to September 5. The escalation is not on top of owed contract time.

Staff Response: OK

On page 25 of the original Contract, Article H, clearly states Construction Phase Services are 605 days plus 90 days for closeout. In the Consultant's request, it identifies Base Construction from October 8, 2019 to April 10, 2021, a total of 550 days. It then states Turnover Contingency from April 11, 2021 to June 4, 2021, or 55 days. Please clarify where in the original Consultant Contract or any subsequent amendment where it states Base Construction or Turnover Contingency.

DCS Response 7/28: 10% additional time is built into all CA contracts. The construction phase for the project was 550 days. We bought the CA for 605, hence a 55 day "contingency" owed by the CA.

Staff Response: OK

On page 33 of the original Contract – Exhibit B – identifies \$1,544,400 for Construction Phase (90%) fees. The Staffing Matrix provided by the Consultant identifies \$1,446,000 in Construction Phase fees. Please reconcile the \$98,400 difference between the two numbers.

DCS Response 7/28: The \$1,544,400 figure on the schedule of values is 90% of the rounded sum of staff, expenses, scheduler, fee on subs, insurance and staff contingency. The commissioning is broken out separately and excluded from the calculation.

Staff Response: OK

In the Consultant's request, please clarify how the Consultant calculated \$114,000 as Staff Contingency.

DCS Response 7/28: The \$114,000 staff contingency included in the base contract is 10% of the \$1,446,000 staff costs times (19/24). The 19/24 is 19 months of true construction phase out of the 24 month period of the schedule. The other months are turnover and closeout. During contract negotiations, there must have been a discussion about calculating staff contingency on just the construction phase vs. the entire duration.  $\$1,446,000 \times (19/24) = 1,144,653 \times 10\% = \$114,000$ .

Staff Response: OK

12. Please clarify how DCS will process payment of the proposed CA fee subject to this Amendment #2 given that the contract says it is up to 3 months?

DCS Response 7/7: DAS will require the final invoice show actual hours billed at the contractual monthly rate if the project is finished prior to 9/5/21.

Staff Response: OK.

**RECOMMENDATION:** Staff recommends **APPROVAL** of this Consultant Contract Amendment #2 in the amount of ~~\$173,146~~ \$162,312, which represents savings of \$10,834.

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PROPOSED AMOUNT: ~~\$173,146~~ \$162,312

At the State Properties Review Board meeting held on July 06, 2020, the Board approved #20-120 Amendment #1 to the Contract (BI-RC-395-CA), in the amount of \$35,040, for CA Services related to the new Engineering Building located on the CCSU Campus. The Contract stated 605 days were allocated for Construction Phase Services plus a 90-day closeout period. Amendment #1 was to compensate the Consultant for escalations costs for a one-year delay in the project between the CD and Procurement Phases. This 1.8% increase is based on the US Bureau of Labor Statistics' CPI for the period of delay.

Under this Proposal (#21-099), DCS is now seeking approval of an additional ~~\$173,146~~ \$162,312 in CA fees to compensate the Consultant for construction delays.

The overall construction budget and total project costs are \$44,129,785 and \$62,698,900.



TCC Fee for Basic Services (PRB 16-181)	<u>COST</u> (\$) <u>(BASIC)</u>	<u>COST</u> (\$) <u>(SPECIAL)</u>	<u>C. Budget</u> (\$)	<u>(%) Budget</u>
Pre-Construction Phase	\$308,000			
Bid Phase	\$100,000			
Construction Administration Phase	\$1,544,400			
Project Close-Out Phase	<u>\$171,600</u>			
TOTAL BASIC SERVICE FEE (#16-181) (A)	\$2,124,000		\$44,852,500	4.73%
<u>SPECIAL SERVICES:</u>				
Mechanical System Commissioning (CES Engineering)		\$76,175		
Building Envelope Commissioning (Langan Engineering)		<u>\$98,440</u>		
TOTAL SPECIAL SERVICES(B)		\$174,615		
TOTAL FEE ( PRB #16-181) (A) + (B)		\$2,298,615	\$44,852,500	5.12%
TCC Fee for Basic Services (PRB 20-120) (A1)				
Bid Phase (Procurement)	\$1,800			
Construction Administration Phase	\$27,800			
Project Close-Out Phase	<u>\$3,090</u>			
TCC Fee for Basic Services (PRB 20-120) (A1)	\$32,690			
TCC Fee for Basic Services (PRB 21-099) (A2)				
Construction Administration Phase	<u>\$173,146</u>			
	\$162,312			
TOTAL BASIC SERVICE FEE (#21-099) (A) + (A1) + (A2)	\$2,319,002		\$44,129,785	5.26%
<u>SPECIAL SERVICES (#20-120) (B1):</u>				
Mechanical System Commissioning (CES Engineering)		\$1,311		
Building Envelope Commissioning (Langan Engineering)		<u>\$1,040</u>		
TOTAL SPECIAL SERVICES(B1)		\$2,351		
TOTAL FEE ( PRB #21-099) (A)+(A1)+(A2) + (B)+(B1)		\$2,495,967	\$44,129,785	5.7%

DCS confirmed funding is in place for this Amendment #2.

Staff have requested clarification of the following issue:

13. What is the status of the project? What percentage of the project is complete?

**DCS Response 7/7: The project is still in construction and is about 85% complete**

**Staff Response: OK**

14. Why the extension is “up to” 3 months? Is the substantial completion date a moving target? Why it is not fixed based on the as-built schedule?

DCS Response 7/7: The CMR is projecting a substantial completion date of 7/28. All other parties involved in the project including 3<sup>rd</sup> party claims analyst indicate a September completion. The CMR's schedules have been unrealistic and filled with many logic issues since update 8 (we are not going on update 17). The CMR fired their scheduling consultant and started over with a brand new schedule after update 12, making it impossible to do a forensic analysis of the slippage in critical path.

Staff Response: So CMR's SC date of 7/28 is not feasible based on the current status of the project? The original SC date was April 10, 2021, correct? Previously it was reported that the SC date was March 12, 2021. Has there been any amended SC date given to CMR by DCS?

15. When did the delay start occurring? What caused the 92-days delay in the project? Who was responsible?

DCS Response 7/7: The delay was first portrayed in schedule update 10, data date 10-31-20. The CMR is responsible for the delays. This was confirmed by Ankura, DAS' claims analyst. DAS is currently assessing Liquidated Damages against the CMR and holding billings of the CMR's fee and general conditions.

Staff Response: When will the liquidated damages be assessed? What is the \$ amount that is being held by DAS? Provide date and payment application number.

16. Was recovery schedule requested from CMR by CA? Provide a copy.

DCS Response 7/7: A recovery schedule was requested in writing by DAS project management on 12/11/2020 in response to Schedule Update 10. To this date the CMR has never complied and never issued a proper recovery schedule.

Staff Response: What remedy is available to DCS for this non-compliance?

17. What was the corrective plan to address this delay? Was the project schedule accelerated at any given time after discovering delays? Provide CA's analysis and report on the appropriateness of the schedule and steps taken to accelerate the schedule.

DCS Response 7/7: The CA's subconsultant TriLogix issues a report for every schedule update. Since the delay was identified, DAS and the CA have held weekly schedule meetings with the CMR to identify issues. Unfortunately, the CMR has failed to reign in the schedule and substantial completion has continued to push out. Non-Conformance notices have also been issued to the CMR for the issues with the schedule.

Staff Response: OK

18. Provide the CPM schedule for the project from when the GMP contract was signed and recent schedule that shows the delay.

DCS Response 7/7: Ok

Staff Response:

19. Justify why the Project requires the CA to provide full-time services from both a Sr. Project Manager and Project Manager in the remaining 92 days of construction.

DCS Response 7/7: Not only has the schedule slipped, the CMR is also not staying on top of open issues, furthermore quality of the work is suffering. DAS cannot count on the CMR to comply with plans/specifications or even approved shop drawings. The two person CA team has been vital to making sure issues are caught and corrected. DAS believes these two individuals are critical to a successful completion of the project. This was also the way the CA team was structured in the base contract (Sr. PM and PM 100% until substantial completion)

Staff Response: Are there any issues that CMR has caught that are not corrected and the CMR has moved on to the next tasks? How much money is retained for this work that needs correction? If the two-person CA Team was vital, why was PM Alcenat added on the team for the 3 months prior to this new 92-day request?

20. Provide payment requisitions from CMR and CA from January 2021 till now.

DCS Response 7/7: Ok

Staff Response: OK

21. The staffing matrix shows expenses related to reimbursables, insurance and OHP. These costs were not specifically approved under original contract. If they were, provide a written proposal/contract identifying these costs separately from what was approved under the original contract. These costs are part of the overall contract including hourly rates unless specifically approved in writing.

DCS Response 7/7: These have been removed. A revised amendment will follow

Staff Response: DCS provided a revised Amendment #2 removing the reimbursables, insurance and OHP. **The subsequent changes to Amendment #2 reduced the Consultant's fee to \$162,312, a reduction of \$10,834, representing savings to the State.** OK

22. The grand total on the staffing matrix provided should be \$2,333,655 (original contract value plus amendment 1)

DCS Response 7/7: This has been corrected in the revised proposal.

Staff Response: OK; the Substantial Completion date in the CA staffing and cost chart should be corrected – it shows April 10, 2022.

23. Provide the rates being paid to the staff identified in the staffing matrix before the escalation and after the escalation (check – was the original contract based on certain hourly rates?)

DCS Response 7/7: We do not have rates used in Amendment 1. Amendment 1 was based on the Consumer Price Index of 1.8% and was just a flat increase for their services. No rates were provided in Amendment 1.

Staff Response: Why should State pay for both – additional fees for extended contract duration and staff escalation? This is duplication and should be removed.

On page 25 of the original Contract, Article H, clearly states Construction Phase Services are 605 days plus 90 days for closeout. In the Consultant's request, it identifies Base Construction from October 8, 2019 to April 10, 2021, a total of 550 days. It then states Turnover Contingency from April 11, 2021 to June 4, 2021, or 55 days. Please clarify where in the original Consultant Contract or any subsequent amendment where it states Base Construction or Turnover Contingency.

On page 33 of the original Contract – Exhibit B – identifies \$1,544,400 for Construction Phase (90%) fees. The Staffing Matrix provided by the Consultant identifies \$1,446,000 in Construction Phase fees. Please reconcile the \$98,400 difference between the two numbers.

In the Consultant's request, please clarify how the Consultant calculated \$114,000 as Staff Contingency.

24. Please clarify how DCS will process payment of the proposed CA fee subject to this Amendment #2 given that the contract says it is up to 3 months?

DCS Response 7/7: DAS will require the final invoice show actual hours billed at the contractual monthly rate if the project is finished prior to 9/5/21.

Staff Response: OK.

**RECOMMENDATION:** Staff recommends suspension of this Consultant Contract Amendment #2 in the amount of ~~\$173,146~~ \$162,312, pending DCS response to additional issues raised during the review of this Proposal.

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From PRB #20-120

PROPOSED AMOUNT: \$35,040

At the State Properties Review Board meeting held on July 25, 2016, the Board approved #16-181 (BI-RC-395-CA), in the amount of \$2,298,615, for the new Engineering Building located on the CCSU Campus. The Contract stated 605 days were allocated for Construction Phase Services plus a 90-day closeout period.

DCS selected KBE Building Corporation as the CMR and the CMR contract was approved by the AG on September 29, 2016. Public Bids were opened on April 10, 2019. A Guaranteed Maximum Price Amendment (GMPA) was approved by the AG on October 4, 2019. Pursuant to the GMPA, substantial completion of the project is stated as March 12, 2021. The CMR anticipated a Notice to Proceed for September 9, 2019, with construction estimated at 550 days plus 90 days for acceptance.

Under this Proposal (#20-120), DCS is now seeking approval of an additional \$35,040 in CA fees to compensate the Consultant for escalations costs for a one-year delay in the project between the CD and Procurement Phases. This 1.8% increase is based on the US Bureau of Labor Statistics' CPI for the period of delay.

The overall construction budget and total project costs are \$44,129,785 and \$62,698,900.

TCC Fee for Basic Services (PRB 16-181)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>C. Budget (\$)</u>	<u>(%)</u> <u>Budget</u>
Pre-Construction Phase	\$308,000			
Bid Phase	\$100,000			
Construction Administration Phase	\$1,544,400			
Project Close-Out Phase	<u>+\$171,600</u>			
TOTAL BASIC SERVICE FEE (#16-181) (A)	\$2,124,000		\$44,852,500	4.73%
<u>SPECIAL SERVICES:</u>				
Mechanical System Commissioning (CES Engineering)		\$76,175		
Building Envelope Commissioning (Langan Engineering)		<u>+\$98,440</u>		
TOTAL SPECIAL SERVICES(B)		\$174,615		
TOTAL FEE ( PRB #16-181) (A) + (B)		\$2,298,615	\$44,852,500	5.12%

TCC Fee for Basic Services (PRB 20-120) (A1)				
Bid Phase (Procurement)	\$1,800			
Construction Administration Phase	\$27,800			
Project Close-Out Phase	<u>\$3,090</u>			
TCC Fee for Basic Services (PRB 20-120) (A1)	\$32,690			
TOTAL BASIC SERVICE FEE (#20-120) (A) + (A1)	\$2,156,690		\$44,129,785	4.89%
<u>SPECIAL SERVICES (#20-120) (B1):</u>				
Mechanical System Commissioning (CES Engineering)		\$1,311		
Building Envelope Commissioning (Langan Engineering)		<u>+\$1,040</u>		
TOTAL SPECIAL SERVICES(B1)		\$2,351		
TOTAL FEE ( PRB #20-120) (A)+(A1) + (B)+(B1)		\$2,333,655	\$44,129,785	5.29%

DCS confirmed funding is in place for this Amendment #1.

Staff have requested clarification of the following issue:

1. Please clarify what was the cause of delay between the CD and Procurement Phases for a one-year term

DCS Response: Regarding the delay: Under the previous Administration, the Board of Regents had to selected several projects from the construction portfolio for either a delay in bidding of 1 or 2 years, or a cancel of the project. These actions were needed for the BOR to meet their new restricted budget. The New Engineering Building was at the end of the CD Phase at this time and had a 1-year delay imposed on its progress by the BOR at that time. We had to hold and restart the design team during this time to recalibrate activities to the new schedule.

2. Provide a copy of the Notice to Proceed to the CMR and CA

DCS Response: DCS provided.

Staff Response: OK

3. Provide contractual language tying various phases of work performed by the CA starting Pre-Design phase till Procurement with specific time-frame or number of days

DCS Response: Please clarify, do not understand SPRB's intent

Staff Response: Trying to understand the basis for proposed compensation. Each phase requires written notice to proceed (Exhibit A, page 15 of 40). What notice was provided to CA when DCS learned that the project will be delayed a year or so?

DCS Response: I will get with Peter/Rahul on this.

4. Why didn't DCS suspend the CA contract?

DCS Response: Please clarify, do not understand SPRB's intent

Staff Response: The CA contract allows for suspension. If the project was suspended and restarted, what would have been the impacts on CA compensation and schedule/number of days CA is obligated to provide services?

DCS Response: I'm not understanding the question. The CA is not asking for compensation for any additional services. Their contracted durations are all still the same. They are just performing their procurement and construction phase duties a year later. Because of the year pause, they are entitled to compensation for inflation.

5. Provide a log of disbursements/payments made to the CA for various phases starting Pre-Design phase till now

DCS Response: DCS provided.

Staff Response: OK

6. What is the status of the project?: project is under construction.

Staff Response: OK

7. Was there an amendment to the GMP? What was the reason?

DCS Response: Please clarify, do not understand SPRB's intent

Staff Response: Trying to understand if it is tied in any way to delays and if there are any cost implications.

DCS Response: No, the GMP was never amended and was drafted and approved after the project hold. In the GMP, KBE received escalation cost, just as we are seeking for Turner in this amendment. An amendment for Amenta Emma is also coming that will be seeking the same.

8. Provide schedules (original) and revised showing new completion dates and highlight the tasks that delayed the project

DCS Response: There are no tasks that delayed the project. The delay was caused by BOR not having the necessary funding to move the project forward. The construction is still taking the same amount of time, the construction duration has always been 550 days. It was before the project hold and still is now.

RECOMMENDATION: Staff recommend approval of this consultant contract amendment in the amount of \$35,040. The overall basic service rate of 4.89% is generally consistent with the established guideline rate of 5% for this Group C New Construction Project.



FROM PRB #16-181

Re: PRB # 16-181, Standard Fixed-Fee—A/E Services Contract  
Central Connecticut State University– New Engineering Building Project  
Project #BI-RC- 395-CA – Turner Construction Company - Total Fee \$2,298,615

PROJECT BRIEF– In general this project involves the design and construction of a new 100,000 GSF Building for newly created School of Engineering, Science and Technology at Central Connecticut State University (“CCSU”). The facility is currently planned to be located between the Student Center Parking Garage and the Burritt Library. The school will be designed and constructed with a 50-year+ life expectancy and is anticipated to provide a collaborative learning environment with enhanced instructional options, expanded research/lab options and public space amenities. The overall project will also include technology specific learning areas, high performance computer infrastructure, collaboration areas, state of the art laboratories and an auditorium. The design of the building will also include a future connection to the library. The overall construction and total project budget have been established at \$44,852,500 and \$62,700,000 respectively.

In July 2015 the Department of Construction Services (“DCS”) issued a Request for Qualifications (RFQ) for Construction Administrator Consultant Teams related to the CCSU New Engineering Building Project. DCS elicited eleven (11) responses to the advertisement of which all of the respondents were considered “responsive”. DCS then proceeded to review the eleven submittals and after the completion of the internal review process, five firms were selected for short-listed interviews. These firms were as follows, Hill International, Inc., A/Z Corporation, Strategic Building Solutions, LLC, Turner Construction Company and The Morganti Group, 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 Turner Construction Company, Inc. (“TCC”) as the most qualified firm.

This contract is for Construction Administrator Consultant Teams for the completion of the CCSU New Engineering Building Project from preconstruction phase services, into bidding, through the completion of construction and the subsequent project close-out. The overall compensation rate for this basic service is \$2,123,550 with an additional \$174,615 for special services. As such the total project fee is \$2,298,615. The special services detailed in the project scope include mechanical building system commissioning and building envelope commissioning.

DCS has confirmed for SPRB that funding is available for this contract. FEE – The costs of basic and special services are as follows:

TCC Fee for Basic Services (PRB 16-181)	COST (\$) (BASIC)	COST (\$) (SPECIAL)	C. Budget (\$)	(%) Budget
Pre-Construction Phase	\$307,550			
Bid Phase Phase	\$100,000			
Construction Administration Phase	\$1,544,400			
Project Close-Out Phase	+\$171,600			
TOTAL BASIC SERVICE FEE (#16-181) (A)	\$2,123,550		\$44,852,500	4.73%
<b>SPECIAL SERVICES:</b>				
Mechanical System Commissioning (CES Engineering)		\$76,175		
Building Envelope Commissioning (Langan Engineering)		+\$98,440		
TOTAL SPECIAL SERVICES(B)		\$174,615		
TOTAL FEE ( PRB #16-181) (A) + (B)		\$2,298,615	\$44,852,500	5.12%

- The RFQ posted July 2015 elicited 11 candidates. The Selection Panel interviewed five firms and ultimately recommended the appointment of Turner Construction Company (“TCC”). The selection was approved by Commissioner Currey on 2/19/2016.

- TCC is locally located in Shelton. This firm was established in 1903 and has over 5,000 employee worldwide with 30 + employees in its Shelton Office inclusive of 20± construction managers, 5 cost estimators and 2 scheduling coordinators.
- TSIB Insurance Inc. reported that over the past 5 years TCC has been exposed to over 50 general liability or professional liability claims. These claims are primarily attributed to the world-wide nature of TCC's business. It should be noted that none of these claims are related to DCS Construction Projects.
- The submittal is accompanied by a Consulting Agreement Affidavit notarized on 8/3/2015.

**RECOMMENDATION:** It is recommended that SPRB APPROVE this new contract for Turner Construction to provide pre-construction and construction phase services at the CCSU New Engineering Building Project. The overall basic service rate of 4.73% is generally consistent with the established guideline rate of 5% for this Group C New Construction Project.

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

**7. OTHER BUSINESS**

**8. VOTES ON PRB FILE:**

**PRB FILE #21-122** – Mr. Halpert moved and Mr. Berger seconded a motion to approve PRB FILE #21-122. The motion passed unanimously.

**PRB FILE #21-125** – Mr. Halpert moved and Mr. Valengavich seconded a motion to approve PRB FILE #21-125. The motion passed unanimously.

**PRB FILE #21-072** – Mr. Halpert moved and Mr. Berger seconded a motion to approve PRB FILE #21-072. The motion passed unanimously.

**PRB FILE #21-099** – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #21-099. The motion passed unanimously.

**9. NEXT MEETING** – Thursday, August 26, 2021.

The meeting adjourned.

**APPROVED:** \_\_\_\_\_ **Date:** \_\_\_\_\_

John Valengavich, Secretary