

STATE PROPERTIES REVIEW BOARD

**Minutes of Meeting Held On July 25, 2019
450 Columbus Boulevard, Hartford, Connecticut**

The State Properties Review Board held a Regular Meeting on July 25, 2019 in Suite 2035, 450 Columbus Boulevard, Hartford, Connecticut.

Members Present:

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

Members Absent:

Staff Present:

Dimple Desai
Thomas Jerram

Guests Present

Chairman Greenberg called the meeting to order.

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

OPEN SESSION

1. ACCEPTANCE OF MINUTES

Mr. Valengavich moved and Mr. Berger seconded a motion to approve the minutes of the July 22, 2019 meeting. The motion passed unanimously.

2. COMMUNICATIONS

Director Desai provided Board Members a draft communication from the State Elections Enforcement Commission regarding their response to a Board inquiry.

3. REAL ESTATE- UNFINISHED BUSINESS

4. REAL ESTATE – NEW BUSINESS

PRB #	19-140
Transaction/Contract Type:	RE/ Administrative Settlement
Origin/Client:	DOT/DOT
Project Number:	83-263-003
Grantor:	D'Amato Investments, LLC
Property:	Milford, New Haven Ave (517)
Project Purpose:	Replacement of Bridge No. 06755 Route 162 over Turtle Creek
Item Purpose:	Administrative Settlement

APPRAISED DAMAGES: \$35,000.00

ADMINISTRATIVE SETTLEMENT: \$40,000

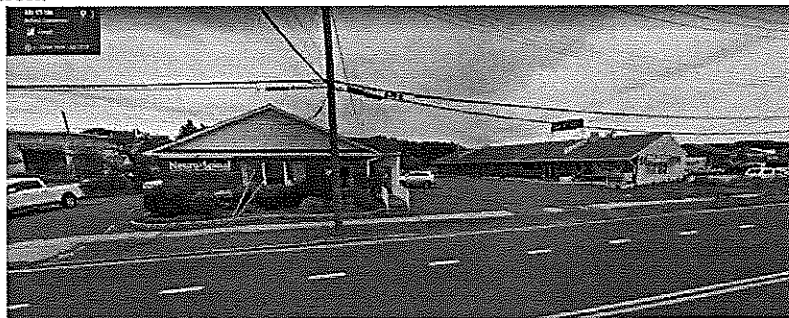
DOT PROJECT: Bridge No. 06755 consists of three 65-inch by 40-inch by 80-feet long asphalt-coated corrugated metal pipe arches (culverts) with a concrete headwall and endwall. The culverts support Route 162 (New Haven Avenue) over Turtle Creek in the city of Milford and are located approximately 300-feet east of Old Gate Lane.

The existing roadway supported by Bridge No. 06755 consists of one 12-foot westbound travel lane with a varying shoulder and two 10-foot eastbound travel lanes with no shoulder. The estimated 2013 Average Daily Traffic on Route 162 at this site is 19,100 vehicles per day.

The purpose and need for the project is to address the structural deficiencies and functional obsolescence of Bridge No. 06755. The culverts are structurally deficient due to the serious condition of the corrugated metal pipes and the roadway carried by the culverts is functionally obsolete due to inadequate curb-to-curb width.

The proposed culvert replacement will consist of two precast concrete box culverts. The horizontal alignment of Route 162 will be shifted slightly at the bridge in order to provide roadway shoulder widths that meet minimum design standards. The proposed vertical alignment will match the existing. The culvert replacement will require approximately 350-feet of roadway construction along Route 162.

Subject Property Description, Before the Taking: The subject property consists of a 0.81 acre (35,284 sf) acre lot with approximately 271.95± feet of frontage on the southerly side of New Haven Avenue (Rt 162). The site is generally level at grade and has good exposure to on-coming traffic. The site is improved with a single-story masonry construction office building containing 3,000 square feet and a single-story masonry construction multi-tenant retail building containing 4,320 square feet. The buildings were constructed in 1968 with good quality materials and are in average condition.



View of 517 New Haven Avenue, Milford (2 buildings)

Appraiser MacCormack opined the Highest and Best Use is continued retail and office use.

Before Valuation: A 29-Point Real Estate Appraisal Report was prepared by independent Appraiser Steven MacCormack, as of 11/16/2018. He completed a *Land Valuation, Sales Comparison Approach* and an *Income Capitalization Approach*.

In MacCormack's *Land Valuation* he utilized 3 sales in Milford that sold between 2016 and 2017.

LAND SALES SUMMARY						
Sale	Location	Area (acres)	Zone	Sale Date	Sale Price	Sale Price Per Acre
1	65-69 Plains Road Milford, CT	0.55	CDD1	5/26/17	\$270,000	\$490,909
2	364 Bridgeport Avenue (US-1) Milford, CT	0.55	CDD2	2/16/17	\$520,000	\$945,455
3	1698 & 1700 Boston Post Road (US-1) Milford, CT	3.84	CDD5	6/16/16	\$2,250,000	\$585,938
Subject: 517 New Haven Avenue Milford, CT		0.81	CDD4			

Sale #1 included a single family dwelling that was razed to permit redevelopment of the site with a 12-unit residential condominium complex.

Sale #2 was sold with approvals in place to develop the site with a Dunkin Donuts franchise location.

Sale #3 included a former motel that was razed after purchase. The site remains unimproved and is utilized for car storage for a local new car dealership.

After adjusting for site characteristics including shape, frontage, wetlands and flood zone, as well as proximity to I-95 the Appraiser concluded a Land Value of \$350,000/acre, or \$283,500 (\$8.03/sf).

Site improvements include about 8,130 SF of paved parking areas valued at \$3.00/SF new less 50% depreciation or \$12,195 (8,130 SF X \$3.00/SF \$24,390 X 50%) and about \$25,000 for curbs, drainage, business signs and landscaping and building mounted lights less the loss of the associated landscaping for a total value of \$37,195 for site improvements.

In MacCormack's *Sales Comparison Approach* he utilized 3 sales in Milford that sold between 2017 and 2018.

SUMMARY OF PROPERTY SALES					
Sale	Location	Sale Date	Sale Price	Bldg. Area (SF)	Sale Price / Sq. Ft.
1	394 Bridgeport Avenue (US-1) Milford, CT	10/15/18	\$1,275,000	7,489	\$170.25
2	398 & 400 Boston Post Road (US-1) Milford, CT	5/2/17	\$1,300,000	10,845	\$119.87
3	1469 Boston Post Road (US-1) Milford, CT	2/15/17	\$622,500	8,108	\$76.78
Subject: 517 New Haven Avenue Milford, CT				7,320	

Sale #1 included a five-unit retail plaza that was fully occupied at the time of sale.

Sale #2 included a nine-unit retail plaza that was approximately 90% occupied at the time of sale.

Sale #3 included two parcels, one improved with a fire-damaged single-tenant retail building.

After adjusting for site characteristics including shape, frontage, visibility, wetlands and flood zone, as well as building characteristics including age, size, quality and basement storage, the Appraiser concluded a Property Value of \$95.00/sf, or \$695,400, rounded to \$695,000.

In MacCormack's *Income Capitalization Approach* he utilized six listings of commercial properties in Milford.

SUMMARY OF RETAIL / OFFICE RENTALS						
#	Address Tenant/User	Leased Area (Sq. Ft.)	Rent/ Sq. Ft.	Lease Date	Lease Term	Lease Conditions/Comments
1	1620 Boston Post Road Milford, CT	5,000	\$35.00	Available	3-5 yrs.	NNN 20,316 SF Retail plaza to be renovated new in excellent condition
2	100-102 Lansdale Avenue Milford, CT	1,660	\$17.00	Available	3-5 yrs.	NNN 21,000 SF Retail plaza built in 1991 in good condition
3	670-680 Boston Post Road Milford, CT	1,100 - 3,500	\$12.00	Available	3-5 yrs.	\$13.00/SF Mod. Gross or \$12.00/SF NNN 70,506 SF Retail Office buildings in good condition
4	982 Bridgeport Avenue Milford, CT	800	\$9.00	Available	3-5 yrs.	\$12.00/SF Mod. Gross or \$9.00/SF NNN 2,656 SF Retail Office building built in 1930 in average condition
5	72-74 Turnpike Square Milford, CT	1,200	\$19.00	Available	3-5 yrs.	NNN 12,000 SF Retail plaza built in 1984 in average condition
6	16 Red Bush Lane Milford, CT	900 - 1,800	\$21.50	Available	3-5 yrs.	NNN 8,006 SF Retail Office plaza built in 1974 in average condition (just off US-1)

Rental #1 included a newer two-building property anchored by People's Bank. A 20,316 sf was advertised and subsequently leased to a furniture retailer.

Rental #2 included a newer multi-tenant retail/office plaza with upper level apartments located at the intersection of Lansdale Ave and Bridgeport Ave (US Route 1), less than 1,000 feet east of the I-95 Exit 34 interchange.

Rental #3 included a newer multi-tenant retail/office plaza with upper level apartments located at the intersection of West River Street and Boston Post Road (US Route 1), approximately 1,200 feet east of the I-95 Exit 38 interchange.

Rental #4 included an older two-unit retail plaza with upper level apartments located on Bridgeport Ave (Rt 162), east of US Route 1.

Rental #5 included a newer neighborhood shopping center fronting Boston Post Road (US Route 1), approximately 1,500 feet northeast of the I-95 Exit 39 interchange.

Rental #6 included a similarly-aged nine-unit retail plaza adjacent to Rental #5, but with limited visibility to the commercial artery.

After adjusting for location, access and visibility, the Appraiser concluded a stabilized Rental Value of \$11.50/sf on a triple-net basis.

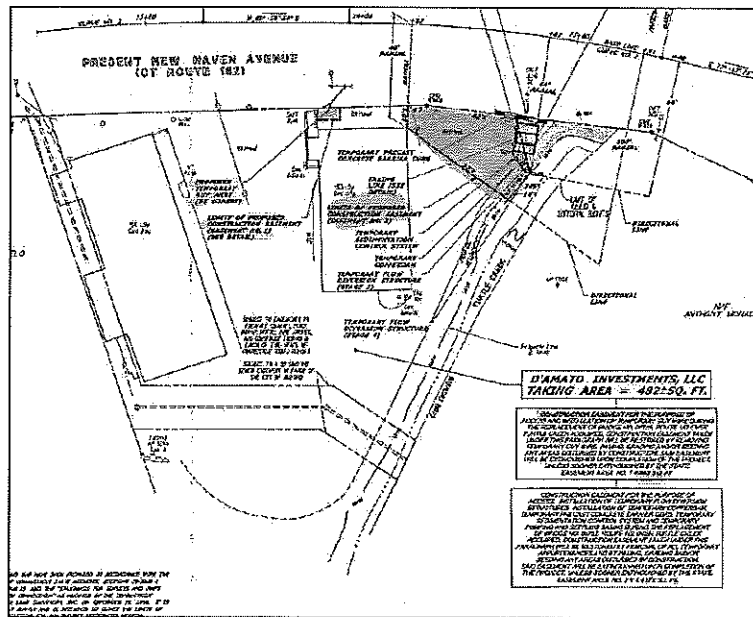
After deducting for market-based vacancy and expenses, the Appraiser selected a 0.0775 (7.5%) Overall Capitalization Rate concluding the value as indicated by the Income Capitalization Approach was, \$928,697, rounded to \$930,000, calculated as follows:

INCOME APPROACH SUMMARY		
517 New Haven Avenue, Milford, CT		
Income		
Gross Building Area (GBA)	7,320 SF	
Gross Leasable Area (GLA)	7,320 SF	
Potential Gross Income (\$11.50/SF)		\$ 84,180
Less: Vacancy and Coll. Loss at 5%		(\$ 4,209)
Effective Gross Income		\$ 79,971
Expenses		
Reserves for Replacements (6% of EGI)	\$4,798	
Management (4% of EGI)	\$3,199	
Total Expenses		(\$ 7,997)
Net Operating Income		\$ 71,974
Overall Capitalization Rate		0.0775
Stabilized Value		\$928,697
Less Commissions		(\$ 0)
Less Rent Loss		(\$ 0)
Income Approach Value Conclusion		\$928,697
Value Conclusion (rounded)		\$930,000
Value Per SF of GBA		\$127.05/SF

The town assessment records tax the property based on \$960,920 (100% value) based on a 2016 town-wide revaluation.

The Taking: DOT will acquire the following:

1. Partial taking of 482± sq.ft. of land;
2. Easement Area #1 contains 56± sq. ft. of land and is for the purpose of access and installation of temporary guy-wire during the replacement of the bridge; and
3. Easement Area #2 contains 1,417± sq. ft. of land and is for the purpose of access, installation of temporary flow diversion structures, installation of temporary cofferdam, temporary precast concrete barrier curb, temporary sedimentation control system and temporary pumping and settling basins during the replacement the bridge.



The following is a summary of the effects of the taking:

1. A loss of land area and landscaping;
2. A temporary loss of overflow parking;
3. A temporary loss of 50% of the driveway access (primarily egress) to the buildings.

After Valuation: Independent Appraiser MacCormack utilized the same three comparable sales utilized in the Before Valuation in the *Land Valuation*, and concluded the same per-acre value of \$350,000, valuing the site in the After Valuation at \$279,500.

Site improvements include about 8,130 SF of paved parking areas valued at \$3.00/SF new less 50% depreciation or \$12, 195 (8,130 SF X \$3.00/SF \$24,390 X 50%) and about \$24,000 for curbs, drainage, business signs and landscaping and building mounted lights less the loss of the associated landscaping for a total value of \$36,195 for site improvements.

In MacCormack's 'After' *Sales Comparison Approach* he utilized the same 3 sales in Milford, opining that the overall value would be diminished by ½ of 1% as a result of the loss of land (482 sf) and an decrease in the land-to-building ratio from 4.82:1 to 4.75:1, resulting in an overall value of \$94.50/sf, or \$691,740, rounded to \$690,000.

In MacCormack's 'After' *Income Capitalization Approach* he utilized the same six listings of

commercial properties in Milford opining that the overall rental value would be diminished by \$0.05/sf as a result of the loss of land (482 sf), concluding a stabilized Rental Value of \$11.45/sf on a triple-net basis.

After deducting for market-based vacancy and expenses, the Appraiser selected a 0.0775 (7.5%) Overall Capitalization Rate concluding the value as indicated by the Income Capitalization Approach was \$924,658, rounded to \$925,000.

Estimate of Damages:

<i>Item</i>	<i>Damages</i>
Market Value – Before the Taking:	\$815,000
Market Value – After the Taking:	\$810,000
Total Damages:	\$5,000

In addition to the Damages based on the value of the acquisition, Appraiser MacCormack estimated Temporary Damages as a result of the two construction easements.

Calculation of Temporary Damages

Appraiser MacCormack calculated Temporary Damages due to the Temporary Construction Easements as follows:

- Easement #1: Temporary Damages 56±sf (0.0110652 ac) x \$350,000/ac x 10% x 2 yrs = \$90
- Easement #2: Temporary Damages 1,417±sf (0.0325298 ac) x \$350,000/ac x 10% x 2 yrs = \$2,277

Calculation of Severance Damages

Appraiser MacCormack opined that the overall utility of the site is impacted by the loss of overflow parking and a 50% decreased driveway access (primarily egress - loss of 1 out of 2 driveways for two years). Damages are based upon an estimated 15% overall damage to the existing property value as currently improved, calculated as follows:

$$\$815,000 \times 15\% = \$122,250 / 10 \text{ years} \times 2 \text{ years} = \$24,450$$

The Appraiser opined further that the \$24,450 severance damage is reasonable considering that a 15% rental loss of the current effective gross income is \$11,996 per year (\$79,971 x 15%) or \$23,991 for two years and that \$24,450 would be sufficient to cover any rental loss caused by the inconvenience of the loss of the overflow parking on the east side of the office building and a 50% decreased driveway access (primarily egress) for the two years.

Total Temporary Damages are then \$90 + \$2,277 + \$24,450 = \$26,817, rounded to \$30,000.

Total Permanent and Temporary Damages are then \$5,000 + \$30,000 = \$35,000.

Administrative Settlement Negotiations

The States formal February 21, 2019 offer was rejected by the property owner as the owner believed the Temporary Severance Damages did not reflect the impacts to the property over the two-year holding period. The property owner subsequently provided a Restricted Letter Analysis prepared by Mr. Gary Booker of Amodio Associates from North Haven, CT and reviewed by Mr. Casper Amodio, MAI. Mr. Booker generally concurred with the property valuation, however, he

disagreed to the calculation of Temporary Severance primarily due to the potential rental loss as the lease representing 50% of the rental revenue expires in September 2019, and the smaller unit expires in 2020, likely requiring concessions to encourage continued occupancy during the construction period. Mr. Booker estimated the rental loss would approximate 25% (compared to 15%) and calculated Temporary Severance Damages as follows:

- $\$104,724$ (gross income) \times 25% = $\$26,181$ \times 2 years = $\$52,362$

DOT did not agree with Mr. Booker's estimate of severance, but believed an increase was justified and reasonable as a point of negotiation and both the DOT and owner agreed upon \$40,000 for full and final payment for all damages, an increase of \$5,000 from DOT's initial offer.

DOT also acknowledged that had the condemnation process concluded it is likely the court would award appraisal fees, attorney fees, court costs and interest.

Damages were than calculated as follows:

<i>Item</i>	<i>Negotiated Damages</i>	<i>Original Damages</i>
Fee Value of land acquired (482 sf):	\$3,873	\$3,873
Value of Easement #1 acquired:	\$90	\$90
Value of Easement #2 acquired:	\$2,277	\$2,277
Contributory Value of Site Improvements:	\$1,000	\$1,000
Temporary Severance @ 20% of MV / 10yr x 2 yr:	\$32,600	\$24,450
Total:	\$39,840	\$31,690
Rounded:	\$40,000	\$35,000

RECOMMENDATION: Board **APPROVAL** of damages in the amount of \$40,000 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, as negotiated by DOT, is \$5,000 greater than the original damages but, significantly less than the total exposure of \$60,000 in damages had the property owner succeeded in the condemnation process.

5. ARCHITECT-ENGINEER - UNFINISHED BUSINESS

6. ARCHITECT-ENGINEER - NEW BUSINESS

PRB # 19-139
Transaction/Contract Type: AE / CA Services Contract
Origin/Client: DCS/NCC
Project Number: BI-CTC-565
Contract: BI-CTC-565-CA
Consultant: The Morganti Group, Inc.
Property: Norwalk, Richards Ave (188) – Norwalk Community College
Project Purpose: CA Services for B-Wing Renovation
Item Purpose: New Consultant Contract

PROPOSED AMOUNT: \$694,635

The "B Wing" of Norwalk Community College's West Campus building built in 1966 is in need of renovations. This existing structure consists of two (2) building floors of approximately 32,000 gross square feet supported on slab on grade foundation with perimeter utility tunnel confined spaces. The building requires comprehensive renovations and upgrades to classrooms, and laboratories, research laboratories, student support services and faculty services spaces. The existing heating, ventilation and air-conditioning systems (HVAC), mechanical, electrical, plumbing systems (MEP) are failing and in need of complete replacement. The existing Community College facility spaces need to be retrofitted to accommodate new technologies and programming. Common building areas such as corridors, toilet rooms, elevators, stairs and lobbies need to be modernized and code upgraded. All exterior doors, interior doors and windows need replacing to improve energy efficiency, access, safety and overall appearance. The "D Wing" of Norwalk Community College's West Campus building abuts the "B Wing" with an entrance area containing a two-story space enclosed with a glass exterior curtain wall system. The existing elevator serving the B Wing and D Wing is located adjacent to this space. The Architect's design services shall include a schematic design with separate cost estimate order of magnitude for consideration to the Owner to decide if this area should be additional project scope for inclusion in the project. If the "D Wing" entrance area is added to the project scope for the construction phase, there shall be no additional fee for the construction phase if the "D Wing" work can be accomplished within the Construction Phase Time and project close out period.

The overall construction and total project budget have been established at \$14,320,000 and \$23,699,392 respectively.

In June 2018 the Department of Construction Services ("DCS") issued a Request for Qualifications for Construction Administrator (CA) Consultant Services and Commissioning (Cx) Consultant Services related to the "B-Wing" Renovation project. DCS elicited 11 responses to the advertisement of which all submittals were considered "responsive". DCS then proceeded to review the submittals and after the completion of the internal review process, five firms were selected for short-listed interviews. These firms were as follows, Newfield Construction Group, STV Construction, Inc., KBE Building Corporation, The Whiting-Turner Contracting 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 The Morganti Group, Inc., ("TMG") as the most qualified firm.

This contract is for Construction Administrator (CA) Consultant Services for the completion of the "B-Wing" Renovation project from schematic design phase through project close out. The overall compensation rate for this basic service is \$694,635, that includes \$5,000 for design phase contingency.

The Construction Administrator's construction phase services shall be for a time period of Four Hundred Twenty Four (424) calendar days, plus an additional ninety (90) calendar days for project closeout.

CSCU confirmed funding is in place for preconstruction services totaling \$197,020 via CHEFA Bond Funding for pre-construction services.

TMG Fee for Basic Services (PRB #19-139)	COST (\$) (BASIC)	COST (\$) (SPECIAL)	Total Cost	C. Budget (\$)	(%) Budget
Schematic Design Phase	\$28,980				
Design Development Phase	\$28,980				
Contract Document Phase	\$28,980				
Bidding and Review Phase	\$28,980				
Construction Administration Phase	\$545,029				
Project Close Out	\$28,686				
TOTAL BASIC SERVICE FEE (#19-073) (A)	\$689,635			\$14,320,000	4.82%
SPECIAL SERVICES:					
Design Phase Contingency		\$5,000			
		\$0			
TOTAL SPECIAL SERVICES(B)		\$5,000			
TOTAL FEE (PRB #19-139) (A) + (B)			\$694,635	\$14,320,000	4.85%

- The June 2018 RFQ elicited 1 responses. The Selection Panel interviewed five firms and ultimately recommended the appointment of The Morganti Group, Inc., (“TMG”). The selection was approved by the DAS Commissioner Currey on 9/12/18.
- TMG is located in Danbury. This firm was established in 1916 and has 93 employees of which 40 employees are located in Danbury. License information was not provided.
- Aon Risk Solutions reported that over the past 5 years TMG has no general liability or professional liability claims.
- The submittal is accompanied by a Consulting Agreement Affidavit notarized on 3/14/2019.

Staff asked DCS to clarify the following:

1. Page 16 of CA’s contract; Section II. CA’s Scope – says CA will provide pre-design services and design phase services. Please clarify where in the compensation “pre-design services” is listed in Exhibit B (Page 31) of the same contract.

- Response: Any type of CA “pre-design services” the CA may need to support will be done during the Schematic Design Phase. CA contract correction should be noted as: Page 16 of CA’s contract; Section II. CA’s Scope – CA will provide pre-design services and design phase services.

❖ Please provide documentation defining “pre-design services”. If these services are to be provided during the Schematic Design (SD) phase, why are these services not included in the SD phase? Also, on page 17, Item A – Project Management and Reporting; Master Project Milestone Schedule references “major pre-design”. The staffing matrix/schedule provided by TMG as part of their proposal, shows these “pre-design services” to start early in the phase (even before the Schematic Phase) – 7/1/2019 for 30 days. Based on all these documents, the “pre-design” services are not required if the Architect is already in the Schematic Design phase.

2. What is the status of the Architect contract (what phase)? Is CA providing any services?

- Response: SPRB on 3/21/2019 approved the Architect's contract. The Architect's services are in the Schematic Design Phase. DAS intended the CA provide design phase services supporting all project phases. The CA is not under contract and have not been authorized to provide any services.

❖ OK

3. Page 16 – under Section II, Scope – the sentence “The Construction Administration shall not commence any from the DAS Project Manager” is duplicate.

- Response: SPRB is correct, there appears to be a sentence typo duplication.

❖ OK

4. Page 24, Section II (I) – Construction Phase Services – it lists 424 calendar days (construction phase) plus 90 calendar days. However, the proposal from TMG dated June 6, 2019 states 1,188 calendar days plus another 90 days for closeout. Does this mean that the design phase services has no time limits in terms of calendar days and that the fees for those services are not to exceed?

- Response: The TMG proposal of 1,188 calendar days reflects the staffing efforts and anticipated duration of services required and being purchased by DAS for each project phase.

❖ Form 1140 identifies 300 days from pre-design to bidding/contract award; 385 days for construction; 45 days for project closeout, totaling 730 days from Predesign to project closeout. TMG's proposal states 1,278 total days as project duration. Why is there a huge discrepancy in the number of project duration days between CA's and Architect's estimate? Please provide Architect's contract project schedule. Does this mean that Architect's contract might need revision?

5. In the TMG proposal dated June 6, 2019, CA has excluded MEP coordinator during Preconstruction and Construction Phase. Who is providing these services during these phases?

- Response: Both the attached DAS RFQ 3-10-2018 Legal Notice and TMG RFQ submission did not require/include MEP coordinator CA services. DAS plans on hiring a Consultant to do a coordination documents review prior to acceptance of documents for bidding using a “RediCheck” review.

❖ OK

6. Please clarify the difference between the Consultants construction phase services (424 days plus 90-day close out) in Exhibit A(I), page 24 of the CA Contract with the Architect's estimate of 385 days and a 45-day close out, Form 1140, Item 3, Scope of Work; Schedule.

- Response: Construction Duration is 385 days PLUS 10% is 39 days – total equals 424 days. The CA Contract duration, per “boiler plate language” DAS Contract Form “(214) Construction Administration 3.5.15.doc.”contract (IV, Contract Duration) is set and specific. See below portion copied from the contract template document.

“Nothing contained herein shall limit the State’s rights pursuant to Articles VIII, IX, and X of the contract.

IV. CONTRACT DURATION

The Construction Administrator’s construction phase services shall be for a time period of (use construction contract time plus 10%) () calendar days (the Construction Phase Time), plus an additional ninety (90) calendar days for project closeout, commencing with the date set forth in the written notice to proceed sent to the Construction Administrator by the DAS Project Manager. Said number of calendar days may be extended in

writing by the Commissioner of the DAS, hereinafter referred to as the Commissioner. A reasonable fee shall be determined by the Commissioner for an appropriate level of services for the extended time. The parties recognize that during the extended time the level of staffing and/or services may be decreased, which shall be considered by the Commissioner in the determination of a reasonable fee.”

❖ OK

7. Please clarify the status of the Commissioning Consultant (Cx) that was included in the June 2018 RFQ. Who is providing these services?

• Response: DAS plans to hire a Commissioning Consultant when this project has obtained Construction Phase funding from a DAS On-Call Consultant contract provider. The fee proposal pricing CA received from Cx Consultant’s (holding to a fee when a project’s construction date is years away) DAS has found was expensive adding considerable project cost. It is in DAS best interest in obtaining a fee for a Cx Consultant closer to the time of construction. Using DAS On-Call Consultant’s will have controlled current acceptable fees schedule.

❖ As per Item 15 of the RFQ Web Advertisement, it states that the Selected CA shall provide the additional services of a Commissioning Agent. Why is commissioning agent not involved during the design phase of the project? Will there be any coordination between CxA and CA and/or Architect? If yes, where is this covered in the CA’s scope? Is DCS planning to hire CxA at a later date and manage CxA?

8. Please provide a copy of the applicable licenses for this CA contract.

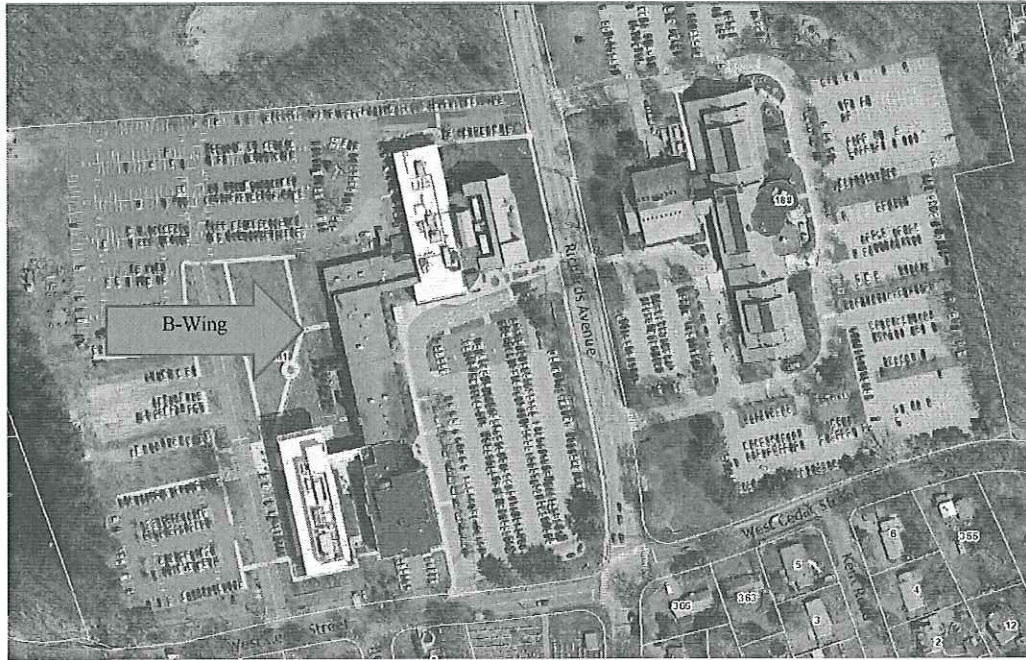
• Response: The attached DAS RFQ 3-10-2018 Legal Notice does not require licenses for this CA contract.

❖ OK

	SD	DD	CD	Revisions	Bid	
Start Date	8/1/2019	12/1/2019	5/1/2020	11/1/2020	3/1/2021	
End Date	10/1/2019	3/1/2020	9/1/2020	1/1/2021	5/1/2021	Total
CA Days	61	91	123	61	61	397
ARC Days	45	60	90	30	45	270
PE Fees	\$5,120	\$6,400	\$7,680	\$7,680	\$3,840	\$30,720
PM Fees	\$6,080	\$11,400	\$7,600	\$9,120	\$6,080	\$40,280
Sup Fees	\$0	\$2,320	\$4,640	\$6,960	\$4,640	\$18,560
Sch Fees	\$3,800	\$7,600	\$7,600	\$0	\$1,520	\$20,520
					Total Fee	\$110,080
					Avg Fee/Day	\$277.28
				x 127 excess days		\$35,214.51

RECOMMENDATION: Staff recommends SUSPENSION of this consultant contract in the amount of \$694,635. The CA fee of 4.85% of construction cost is within the DCS CA Services guideline of 5.0%. DCS staff is out and will need additional time to respond.

Norwalk GIS Map



7. OTHER BUSINESS

8. VOTES ON PRB FILES:

PRB FILE #19-140 – Mr. Berger moved and Mr. Halpert seconded a motion to approve PRB FILE #19-140. The motion passed unanimously.

PRB FILE #19-139 – Mr. Halpert moved and Mr. Valengavich seconded a motion to suspend PRB FILE #19-139. The motion passed unanimously.

9. NEXT MEETING – Monday, July 29, 2019

The meeting adjourned.

APPROVED: *John Valengavich* Date: 7/29/19
John Valengavich, Secretary