



CITY OF HARTFORD

HARTFORD STADIUM AUTHORITY

250 Constitution Plaza, 4th floor
Hartford, Connecticut 06103

Telephone: (860) 757- 9040

Fax: (860) 722-6074



PEDRO E. SEGARRA
MAYOR

I. CHARLES MATHEWS
CHAIRMAN

HARTFORD STADIUM AUTHORITY

REGULAR MEETING

Tuesday, December 1, 2015 at 3:00 PM

550 Main Street

2nd Floor - Function Room

Hartford, CT 06103

Agenda

- A. Call to Order
- B. Approval of Minutes
 - 1. November 12th, 2015
- C. Hartford Yard Goats – Report from Team Ownership/Management
- D. Report of the Executive Director
 - 1. Report on the Payment of Invoices
 - 2. Report on Roadways Work
- E. Report from the Owner’s Representative
- F. Report on Community Benefits – Cathy Graves, DoNo Hartford LLC and Eloy Toppin, City of Hartford
- G. Review and Approval of Invoices
- H. Old business
- I. New business
 - 1. Approval of Proposed 2016 Schedule of Regular Meetings
- J. Call to Public (Note – Comment is limited to 3 minutes or as determined by the Chair.)
- K. Adjournment

2015 NOV 25 AM 9 19

TOWN & CITY CLERK
HARTFORD



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I. CHARLES MATHEWS
CHAIRMAN

Hartford Stadium Authority Meeting

Draft Minutes

A regular meeting of the Commissioners of the Hartford Stadium Authority (the "Authority") was held on Thursday, November 12, 2015 at 3:00pm at City Hall, 550 Main Street, Function Room, Hartford, CT.

A. Call to Order/Roll Call

The meeting was called to order by Chairman I. Charles Mathews at 3:04pm.

Commissioners Present:

I. Charles Mathews, Chairman

Darrell V. Hill, Treasurer

Adam Cloud, Secretary

Commissioners Absent:

Yolanda Rivera, Vice Chairman

Oz Griebel

Ex-Officio Commissioners Present:

Shawn Wooden, City Council President

Also present:

Michael T. Looney, Director of Projects, City of Hartford

Lisa Silvestri, Assistant Corporation Counsel, City of Hartford

Josh Solomon, Owner, Hartford Yard Goats

Tim Restall, General Manager, Hartford Yard Goats

Eloy Toppin, Project Manager/Contract Compliance

Kevin Greene, Owner's Representative, IFG

Phil Couture, Owner's Representative, IFG

Cathy Graves - DoNo Hartford, LLC

Jason Rudnick - DoNo Hartford, LLC

Mark Banfield - Centerplan Construction Company

Austin Kelly - Centerplan Construction Company

B. Approval of Minutes

A motion was made by Mr. Hill to approve the minutes of October 6, 2015 and seconded by Mr. Cloud. The minutes of the October 6, 2015 meeting were unanimously approved.

C. Hartford Yard Goats-Report from Team Ownership/Management

Mr. Josh Solomon, owner of the Hartford Yard Goats, reported that the team had recently leased office space at 99 Pratt Street as part of their on-going transition of staff from New Britain to Hartford. He noted that the corporate community continued to respond positively to sponsorship opportunities, and that the team had had some recent events including the unveiling of the Yard Goats mascot at the Capital Prep High School on October 30th. A fashion show was planned for November 17th to display the team's new uniforms, and an event with Hooker Brewery was also planned.

D. Report of the Executive Director

Mr. Looney reviewed the Executive Director's Report and discussed the latest invoice from the developer and its component cost elements. Mr. Looney also reviewed the progress on the relocation of Trumbull Street, and noted that in order for Trumbull Street to fully reopen, improvements needed to be completed for the entirety of the Trumbull Street/Main Street intersection. He explained that the projected completion of this improvements would result in Trumbull Street being reopened during the third week of December.

Mr. Looney also noted that as requested by several members of the public and the HSA, there was now a website for the Stadium Authority and a dedicated email address for sending in questions or comments. He also explained that at the next Stadium Authority meeting, a list of proposed meeting dates for 2016 would be provided for the commissioners to review and approve.

Mr. Cloud asked what the time table was for the Trumbull Street work was, and if Mr. Looney could reiterate how work would proceed from Trumbull Street to Pleasant Street. Mr. Looney explained that OSTA would not allow both Trumbull Street and Pleasant Street to be closed at the same time, so getting started on the work on Pleasant Street was predicated on completing work on Trumbull Street as quickly as possible. He also reiterated that the projected completion of the Trumbull Street work was during the third week of December. Mr. Mathews noted that he and Mr. Looney would work together on preparing the 2016 meeting schedule and present it to the Stadium Authority.

E. Report from the Owner's Representative

Mr. Greene presented the Owner's Representative Report on the status of the stadium construction.

Mr. Cloud asked how the Owner's Representative would be interacting with the developer to ensure that the use of an accelerated schedule was actually happening and meeting expectations. Mr. Greene stated that the metric to utilize would be identifying if the developer was completing activities ahead of schedule.

F. Report on Community Benefits

Ms. Graves presented the report on Community Benefits/Jobs as of October 31, 2015.

Council President Wooden asked what the response had been from business agents in filling slots for Hartford residents. Ms. Graves reported that business agents needed a direct request from contractors to fill slots with Hartford residents. Council President Wooden asked how many Hartford residents were sitting in a union hall waiting to get called, and Ms. Graves indicated that she did not know.

Mr. Toppin described his efforts in working with Ms. Graves in reconciling City Procurement Division tracking of MWBE compliance with that of Centerplan. Council President Wooden noted the difference between the total dollar amounts of contracts awarded to MWBEs in Ms. Graves report versus those in Mr. Toppin's report, and Ms. Graves responded that some contracts for MWBEs had not yet been forwarded to Mr. Toppin. Council President Wooden asked how many contracts needed to be forwarded, and Ms. Graves estimated it to be about nine contracts. Council President Wooden asked how long it takes for a signed contract to get forwarded to the City's Procurement Division, and Ms. Graves said that it would usually take about a week. Council President Wooden noted that while he understood the reason for the time lag, time was critical. Mr. Cloud asked Mr. Toppin how long it takes Procurement to analyze a contract, and Mr. Toppin stated that it could take less than a day to do so. Mr. Mathews stated that if Centerplan could shorten its process from seven days to two days, the reporting could get done quicker. Council President Wooden indicated that he thought to process of getting contracts from Centerplan to the Procurement Division could be faster.

Ms. Graves and Mr. Banfield discussed the relationship of Murray Enterprises being a subcontractor to Manganaro Northeast. Mr. Cloud asked Ms. Graves to walk through the trade allocation data he requested at the October Stadium Authority meeting, and Ms. Graves did so. Mr. Cloud noted that there were a significant number of contracts still under review as of mid-November, and that getting these contracts into the award phase quickly was important in keeping to the March 11th deadline for substantial completion of the stadium. Mr. Banfield stated that he fully expected to be 98% bid out by the end of November. Mr. Cloud also noted the importance of sourcing goods through Hartford suppliers, and asked if that was still a commitment of Centerplan through both contractors and subcontractors. Ms. Graves stated that it was, and that she stressed this point to all contractors and subcontractors in pre-bid meetings. Mr. Cloud stated that he was concerned that the intent was not reflective of the result in terms of meeting MWBE goals., and that he wanted to make sure that Hartford residents and businesses were getting a chance to thrive from the impacts of the stadium project.

G. Review and Approval of Invoices

Mr. Looney gave the report on Invoice #10. Mr. Cloud asked that Mr. Hill as treasurer of the Stadium Authority also review the invoices. Mr. Mathews agreed.

The motion to approve invoice #10 was passed unanimously.

H. Old Business

None.

I. New Business

None.

J. Call to Public

State Representative Douglas McCrory asked if there was a breakdown between MBEs and WBEs in dollar amounts of awarded contracts. Mr. Mathews indicated that that information was available and directed Mr. Looney to provide this information to Representative McCrory. Representative McCrory also asked how many of the qualified bidders going forward were MBEs and WBEs. Council President Wooden pointed out that the handout from Ms. Graves indicated which bidders were MWBEs. Representative McCrory also asked how many contracts had been signed with MBEs and their total dollar amount. Mr. Cloud noted there was a distinction between MBEs and WBEs, and asked Ms. Graves to provide this information. Mr. Mathews also asked Mr. Looney to place this information on the Stadium Authority website.

Colin Dawkins of MCM Acoustics described how he was contacted by Centerplan to bid on a number of work packages, and he said that the blueprints are not correct and therefore he had to bid five times on the drywall package. He was told the job was his, and that he was asked to do a mock up of the drywall. Mr. Cloud asked who told him the job was his, and Mr. Dawkins indicated that it was Centerplan. He said that the scope that everyone was bidding on was different and not "apples to apples." Council President Wooden clarified that Mr. Dawkins was asked to bid the blueprints. Mr. Dawkins said he was told that Manganaro had provided a bid that was \$500,000 lower, and that he should contact them to do a joint venture on this project, but he didn't see the value in doing so. He said Manganaro bid a different scope of work than he did and that you couldn't compare the bids equally. Mr. Cloud and Council President Wooden asked for clarification about Mr. Dawkins' communication with Centerplan. Mr. Mathews ask Mr. Banfield to respond to Mr. Dawkins's comments.

Mr. Banfield stated that Centerplan's bidding process was open, honest and fair. He said that Mr. Dawkins bid on the same scope as Manganaro and that his bid was higher, and once Centerplan realized they couldn't award Mr. Dawkins the contract, they encouraged him to team with Manganaro but he declined the offer. Council President Wooden told Mr. Banfield that Centerplan needed to develop a better process for engaging Hartford-based contractors. He also asked for comment on the question of whether contractors were bidding on the same set of specifications. Mr. Banfield said questions on specifications were addressed with all contractors, who then had a chance to submit a final and best price. He noted that the documents were complex and could be confusing. Council President Wooden asked if there were oral communications between Centerplan and contractors, and Mr. Banfield said there was. He also asked Mr. Banfield if they could review the bidding process.

Mr. Mathews asked if any thought was given to talking to Mr. Dawkins about why his bid was much higher. Mr. Banfield said that was why there were scope review meetings, but that Mr. Dawkins was not among the lowest three bidders. Mr. Cloud asked for clarification on the scope review process. Mr. Banfield explain the process involved with scope review. Mr. Cloud asked Mr. Dawkins what his experience with this review process. Mr. Dawkins said that he talked to Centerplan about his issues with the blueprints, but that nothing Centerplan was saying was true. He asked multiple times if they could put their responses in writing, but this did not happen. Mr. Cloud asked about why there was multiple bids on the same work package. Mr. Banfield said that the walls had changed from block to drywall, and that the package needed to be rebid. He also noted that there were many refinements to the drawings, and that multiple bids on a project of the size of the stadium were not uncommon. Mr. Mathews said that he thought there were meetings held with MCM and Centerplan, but that clearly the issue in question had not been resolved. Questions were raised about whether the contract had been executed, and Mr. Banfield said that Centerplan was in the process of doing that with Manganaro.

Mr. Dawkins asked if the City's MWBE requirements were applicable to this work package. Mr. Hill explained that the City's procurement rules did not apply to this project. Council President Wooden asked for additional clarification, and Mr. Hill indicated that because Centerplan had a guaranteed maximum price for the project, they needed to have the flexibility to be able to manage their costs. Council President Wooden indicated that he thought there should be at least a voluntary attempt to let Hartford contractors match the low price for work packages if they were within a certain range of the low bid. Mr. Cloud asked what the City's rights were relative to the contacting process. Atty. Silvestri indicated that the procurement processes for this project were outside the City's purview and that DoNo Hartford was responsible for decisions related to these processes according to the agreement negotiated with them. She noted that if such a voluntary policy was adopted, all bidders should be made aware of this.

Mr. Rudnick indicated that he had met with Mr. Dawkins and understood his concerns. He indicated that Centerplan would meet and exceed the MWBE requirements as part of their agreement with the City. He didn't want anyone to think that what had happened with Mr. Dawkins was typical, and that Centerplan was doing everything it could to meet expectations. Mr. Mathews said it was clear that the issue would not be resolved at this meeting. Mr. Cloud asked for clarification on the dollar value of the work package in question. He also asked what the potential value of future Downtown North work would be for drywall. Mr. Rudnick said he couldn't give an exact number as plans for other parcels were still being developed. He said that he wanted Mr. Dawkins to continue to be involved. Mr. Dawkins indicated that he was frustrated about spending money on the bidding process and not getting the work. Council President Wooden thanked Mr. Dawkins for bringing this issue to the attention of the HSA, and that there was clearly room for improvement. He wanted to meet as a small group with Centerplan to review and improve the bidding process.

Mr. Dawkins said that Manganaro was only going to bring in workers from Boston rather than use local workers. He also expressed concerns about the distribution of construction work in general for minority contractors.

Rick Rowe said that Centerplan had no intention of working with minority contractors. He indicated that Ms. Graves talked to him about minority outreach, but simply directed him to a job in New Haven. He also stated that he spoke with Mrray Enterprises and they had not even looked at the drawings for the project. He told Mr. Dawkins that he was wasting his time bidding on the project as the work was going to go to Manganaro. He said the elected officials were either with the minority contractors or with Centerplan.

Roland Jones said that scope reviews were simply a chance to tell contractors what they couldn't do, and that they were fighting the unions because they controlled jobs like the stadium project. He indicated he was frustrated with repeatedly going to meetings such as this one. He said that he had approached all of the HSA commissioners and talked about his concerns. He said local contractors want to work and they need help, and that Hartford businesses thrive when residents get work. Council President Wooden asked if Mr. Jones had bid on any of the stadium work and he indicated that he had not. He also asked Mr. Jones for list of minority contractors who had bid on work for the stadium. Mr. Cloud thanked Mr. Jones for his perspective and stated that he was frustrated that racial disparity and lack of inclusion was still an issue in these conversations. However, he indicated that to improve the situation, an inclusive process and dialogue was needed.

Arnold with Electrical Power Solutions had questions about the cost of construction for the project, and that they needed to get commitments to minority contractors in writing. Mr. Hill and Council President Wooden offered clarification.

Andrea Barton Reeves of HARC stated that she had approached the Yard Goats about employment opportunities for people with disabilities but had not received a response from Tim Restall. Mr. Solomon indicated that they would set up a meeting. Mr. Mathews said that there will be a job fair at the YMCA on Albany Avenue as well, and that he agreed that work for disabled persons was a priority.

Councilman Larry Deutsch wanted to support the comments about contract concerns and believed that higher bids might be acceptable if it meant local contractors would get work. He also appreciated that the website was being set up for the HSA. He also asked if the Authority could act on Mr. Dawkins concerns if the contract for the drywall work hadn't been executed yet. Councilman Deutsch said people had also expressed concerns to him that larger contractors from out of state were underbidding smaller local contractors on the stadium work. Mr. Mathews said he understood the nature of the problem and that the Authority was trying to ensure that residents would benefit from the project.

Luis Rodriguez asked how the GMP was developed for the stadium project in the conceptual stage of the project. Mr. Hill said that it was done through negotiations between the City and Centerplan. Mr. Rodriguez said things would be simplified if there were public and open bids for the project work, but that that didn't seem to be the case.

K. Adjournment

A motion to adjourn was made by Mr. Cloud and seconded by Mr. Hill. The motion was passed unanimously. The meeting adjourned at 5:15p.m.

Respectively submitted,

Adam M. Cloud
Secretary
Hartford Stadium Authority



PEDRO E. SEGARRA
MAYOR

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I. CHARLES MATHEWS
CHAIRMAN

Memorandum

To: Hartford Stadium Authority Commissioners
From: Michael T. Looney, AICP, Director of Projects
Date: November 28, 2015
Subject: Report of the Executive Director

Report on the Payment of Invoices

The following invoice requires authorization from the Hartford Stadium Authority for payment:

Invoice #11 – Dated 11/24/15 – Total = \$3,154,321.97

A bond requisition for \$3,154,321.97 has been submitted by DoNo Hartford LLC as Invoice #11. The following description provides a breakdown of the various cost items:

- 1) Centerplan Construction Company LLC = \$2,925,475.82

This figure represents CCC's November requisition for costs accrued. It includes \$155,746.20 in General Conditions, representing approximately 5.41% of this line item in the stadium construction budget. Also included is \$82,543.18 for Overhead (5.04% of line item budget), \$449,443.07 for Site Work (5.48% of line item budget), \$696,185.00 for Concrete (24.34% of line item budget), \$531,445.00 for Masonry (10.06% of line item budget), \$180,312.50 for Structural Steel (4.61% of line item budget), \$2,066.90 for Finishes (0.09% of line item budget), \$40,000.00 for Openings (3.15% of line item budget), \$24,161.28 for Thermal and Moisture (3.46% of line item budget), \$52,607.96 for Equipment (96.74% of line item budget), \$74,941.95 for Electrical (2.41% of line item budget), \$28,776.75 for Architectural and Engineering fees (1.45% of line item budget), \$140,048.08 for FF&E (2.15% of line item budget), \$325,750.00 for Steel Erection (21.72% of line item budget), \$56,912.50 for HVAC (5.78% of line item budget), \$31,021.00 for Miscellaneous Metals (1.94% of line item budget), and \$194,432.00 for Plumbing (20.48% of line item budget). As part of this invoice,

\$116,745.73 was held as retainage, and \$6,094,477.66 of the project scope remains unbought.

2) DoNo Hartford LLC – Developer Fee = \$75,000.00

Under Section 5(a) of the BDA, the Developer's Fee was set at \$1,300,000.00, with 25% of this fee payable upon execution of the BDA, or \$325,000.00. The remaining balance was to be paid on a monthly basis at a rate of \$75,000.00 per month.

3) Centerplan Development Company LLC – Project Management Fee = \$153,846.15

As part of the agreed upon stadium development budget of \$56 million, CDC was allocated a \$2 million Project Management Fee to be paid monthly in equal amounts over the 13 month duration of the development project. This is represented by the \$153,846.15 payment requested as part of this invoice.

Report on Roadways Work

Presently, the concrete road base along the relocated Trumbull Street has been completed, and paving of the new roadway will be completed this coming week. Work has also begun on the opposite side of the Trumbull Street/Main Street intersection with the installation of temporary traffic signal poles. After paving is complete, the installation of sidewalks along the southern side of the relocated Trumbull Street will begin, along with the installation of streetlights and other streetscape elements. Trumbull Street is still on schedule to reopen during the third week of December.

As noted in the November report, once work is completed along Trumbull Street in December, efforts will shift to Pleasant Street between Main Street and Windsor Street, with the planned installation of approximately 540 feet of gas main.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF Three PAGES

TO: DoNo Hartford LLC
10 Main Street
Middletown, CT 06457

PROJECT: Hartford Downtown-Stadium

APPLICATION: 11

Distribution to:

VIA (ARCHITECT): N/A

PERIOD TO: 11/30/15

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input checked="" type="checkbox"/>	DOH

FROM: Centerplan Construction Company LLC
10 Main Street, Suite D
Middletown, CT 06457

PROJECT NOS.:

CONTRACT FOR:

CONTRACT DATE June 01, 2015

CONTRACTOR'S APPLICATION FOR PAYMENT

The present status of the account for this contract is as follows:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by owner Thru CO TOTAL	\$0.00	\$0.00
APPROVED THIS MONTH		
Number	Date Approved	
TOTALS	\$0.00	\$0.00
Net change by Change Orders	\$0.00	\$0.00

ORIGINAL CONTRACT SUM	\$ 53,550,000.00
Net change by Change Orders	\$ 0.00
CONTRACT SUM TO DATE	\$ 53,550,000.00
TOTAL COMPLETED & STORED TO DATE	\$ 19,344,778.36
(Column G on G703)	
RETAINAGE 5.0%	\$ 664,682.42
or total in Column I on G703	
TOTAL EARNED LESS RETAINAGE	\$ 18,680,095.94
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 15,754,620.12
CURRENT PAYMENT DUE	\$ 2,925,475.82

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: 
By: 
Date: 11-24-15

State of: Connecticut County of: Hartford
Subscribed and sworn to before me this 24 day of November 2015
Notary Public: 
My Commission expires: MY COMMISSION EXPIRES MAY 3, 2017

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that the work has progressed to the point indicated; that to the best of his knowledge, information, and belief, the quality of the work is in accordance with the Contract Documents; and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: \$ 2,925,475.82

BY: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO OF THREE

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for the items may apply.

APPLICATION NO: 11
 APPLICATION DATE: 11/20/2015
 PERIOD TO: 11/30/2015

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E This Application Work In Place	F Stored Materials (not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 5%
			Previous Applications	Work In Place						
00	GENERAL CONDITIONS									
01	DB General Conditions	\$2,877,937.49	\$1,631,967.83	\$155,746.20	\$0.00	\$1,787,714.03	62%	\$593,214.47	\$0.00	
02	DB Fee	\$1,637,475.00	\$506,947.82	\$82,543.18	\$0.00	\$589,491.00	36%	\$1,047,984.00	\$14,737.28	
03	DB Bond Cost	\$375,625.00	\$375,625.00	\$0.00	\$0.00	\$375,625.00	100%	\$0.00	\$0.00	
04										
05										
15	Sub Total General Conditions	\$4,891,037.49	\$2,514,540.65	\$238,289.38	\$0.00	\$2,752,830.03	56%	\$1,641,198.47	\$14,737.28	
20	DIVISION 31 SITEWORK									
21	Center Earth Contract # 14019-00-01	\$6,927,227.00	\$6,132,486.82	\$201,525.71	\$0.00	\$6,334,012.53	91%	\$593,214.47	\$241,700.63	
22	Center Earth CO #1 - Union Labor Credit #1	(\$22,967.64)	\$0.00	(\$22,967.64)	\$0.00	(\$22,967.64)	100%	\$0.00	(\$1,146.38)	
23	Center Earth CO #2 - Union Labor Credit #2	(\$21,348.94)	\$0.00	\$0.00	\$0.00	\$0.00	0%	(\$21,348.94)	\$0.00	
26	Center Earth CO #3 - Double Wall Installation/Site Utilities	\$300,000.00	\$250,000.00	\$25,000.00	\$0.00	\$275,000.00	92%	\$25,000.00	\$13,750.00	
27	Center Earth CO #6 - Extra Work directed by Centerplan	\$9,100.00	\$9,100.00	\$0.00	\$0.00	\$9,100.00	100%	\$0.00	\$455.15	
28	Center Earth CO #5 - Underslab Drainage	\$18,494.51	\$18,494.51	\$0.00	\$0.00	\$18,494.51	100%	\$0.00	\$924.73	
29	Center Earth CO #6 - Overtime to Prep Slab	\$2,244.83	\$2,244.83	\$0.00	\$0.00	\$2,244.83	100%	\$0.00	\$112.24	
30										
31	Sub Total Center Earth	\$7,212,749.79	\$6,412,329.19	\$203,558.07	\$0.00	\$6,615,887.26	92%	\$596,862.53	\$255,794.36	
	SCG Contract # 14019-00-03	\$992,000.00	\$0.00	\$245,875.00	\$0.00	\$245,875.00	25%	\$746,125.00	\$12,293.75	
	Sub Total SCG	\$992,000.00	\$0.00	\$245,875.00	\$0.00	\$245,875.00	25%	\$746,125.00	\$12,293.75	
32	Desman Associates PO #14019-00-155	\$2,423.39	\$2,423.39	\$0.00	\$0.00	\$2,423.39	100%	\$0.00	\$0.00	
	Sub Total Desman Associates	\$2,423.39	\$2,423.39	\$0.00	\$0.00	\$2,423.39	100%	\$0.00	\$0.00	
33										
50	Total Division 31 Sitework	\$8,207,173.18	\$6,414,752.58	\$449,433.07	\$0.00	\$6,864,185.65	84%	\$1,342,987.53	\$268,088.11	
60	DIVISION 3 CONCRETE									
61	BPD Contract # 14019-00-	\$2,834,800.00	\$828,588.00	\$333,475.00	\$357,185.00	\$1,519,248.00	54%	\$1,315,552.00	\$75,962.40	
	Sub Total BPD	\$2,834,800.00	\$828,588.00	\$333,475.00	\$357,185.00	\$1,519,248.00	54%	\$1,315,552.00	\$75,962.40	
70	Management Consulting PO # 14019-00-135	\$25,000.00	\$18,423.75	\$5,525.00	\$0.00	\$23,948.75	96%	\$1,051.25	\$1,197.44	
71	Sub Total Management Consulting	\$25,000.00	\$18,423.75	\$5,525.00	\$0.00	\$23,948.75	96%	\$1,051.25	\$1,197.44	
77										
78	Sub Total Division 3 Concrete	\$2,859,800.00	\$847,011.75	\$339,000.00	\$357,185.00	\$1,543,196.75	54%	\$1,316,603.25	\$77,159.84	

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E This Application Work In Place	F Stored Materials (not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 5%
			Previous Applications	Work In Place						
220	DIVISION 11 EQUIPMENT									
221	All Waste PO # 140119-00-156	\$54,382.96	\$0.00	\$52,607.96	\$0.00	\$52,607.96	97%	\$1,775.00	\$2,630.40	
222	Sub Total All Waste	\$54,382.96	\$0.00	\$52,607.96	\$0.00	\$52,607.96	97%	\$1,775.00	\$2,630.40	
223										
224	Sub Total Division 11 Equipment	\$54,382.96	\$0.00	\$52,607.96	\$0.00	\$52,607.96	97%	\$1,775.00	\$2,630.40	
225										
229										
230	DIVISION 12 FURNISHINGS									
	FF&E									
	Panasonic Corporation Contract # 14019-00-12	\$1,443,603.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,443,603.00	\$0.00	
	Crowd Control Contract # 14019-00-143	\$8,577.00	\$8,577.00	\$0.00	\$0.00	\$8,577.00	100%	\$0.00	\$0.00	
	Hussey Seating PO # 14019-00-148	\$8,034.00	\$8,034.00	\$0.00	\$0.00	\$8,034.00	100%	\$0.00	\$0.00	
	Hussey Seating PO # 14019-00-163	\$40,174.00	\$20,087.00	\$20,087.00	\$0.00	\$40,174.00	100%	\$0.00	\$0.00	
	Opto International Contract # 14019-00-162	\$44,630.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$44,630.00	\$0.00	
	Ticket Return PO # 14019-00-160	\$22,738.00	\$17,738.00	\$0.00	\$0.00	\$17,738.00	78%	\$5,000.00	\$0.00	
	Practical Automation Contract # 14019-00-166	\$12,330.00	\$12,330.00	\$0.00	\$0.00	\$12,330.00	100%	\$0.00	\$0.00	
	The Walker Group PO # 14019-00-167	\$19,766.31	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$19,766.31	\$0.00	
	MSG Contract # 14019-00-13	\$608,036.83	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$608,036.83	\$0.00	
	Duray JF Durcan Industries Contract # 14019-00-21	\$1,249,752.10	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,249,752.10	\$0.00	
	Beacon Athletics PO# 14019-00-	\$30,947.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$30,947.00	\$0.00	
	The Cardinal Inc PO# 14019-00-	\$1,035.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,035.00	\$0.00	
	Valley Green PO# 14019-00-	\$1,755.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,755.00	\$0.00	
	LaCorte Equipment PO# 14019-00-	\$208,765.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$208,765.00	\$0.00	
	Bachtler of Connecticut PO# 14019-00-	\$1,045.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,045.00	\$0.00	
	C&H Baseball PO# 14019-00-	\$9,985.35	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,985.35	\$0.00	
	Absolute Style PO# 14019-00-	\$239,922.16	\$0.00	\$119,961.08	\$0.00	\$119,961.08	50%	\$119,961.08	\$0.00	
	CCC GC's Overhead and Profit	\$412,061.25	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$412,061.25	\$0.00	
	Unbought FF&E	\$2,136,843.00								
	Sub Total FF&E	\$6,500,000.00	\$66,766.00	\$140,048.08	\$0.00	\$206,814.08	3%	\$4,156,342.92	\$0.00	
	American Seating Contract # 14019-00-16	\$752,375.25	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$752,375.25	\$0.00	
	Sub Total American Seating	\$752,375.25	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$752,375.25	\$0.00	
	Sub Total Division 12 FURNISHINGS	\$7,252,375.25	\$66,766.00	\$140,048.08	\$0.00	\$206,814.08	3%	\$4,908,718.17	\$0.00	
	DIVISION 14 CONVEYING EQUIPMENT									
	Kone Contract # 140119-00-05	\$337,000.00	\$67,400.00	\$0.00	\$0.00	\$67,400.00	20%	\$269,600.00	\$3,370.00	
	Sub Total Kone	\$337,000.00	\$67,400.00	\$0.00	\$0.00	\$67,400.00	20%	\$269,600.00	\$3,370.00	
	Sub Total Division 14 Conveying Equipment	\$337,000.00	\$67,400.00	\$0.00	\$0.00	\$67,400.00	20%	\$269,600.00	\$3,370.00	

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E This Application Work in Place	F Stored Materials (not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 5%
			Previous Applications							
DIVISION 21 FIRE PROTECTION										
	K&M Fire Protection Contract # 14019-00-10	\$533,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$533,400.00	\$0.00
	<i>Sub Total K&M Fire Protection</i>	<i>\$533,400.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>0%</i>	<i>\$533,400.00</i>	<i>\$0.00</i>
	Sub Total Division 21 Fire Protection	\$533,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$533,400.00	\$0.00
DIVISION 22 PLUMBING										
	F&F PO # 14019-00-125	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	100%	\$0.00	\$2,500.00
	F&F Change Order #01 - Underground Plumbing	\$300,000.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$300,000.00	100%	\$0.00	\$15,000.00
	F&F Change Order #02 - Increase to Underground Plumbing	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	100%	\$0.00	\$5,000.00
	F&F Change Order #03 - Reduce Scope	(\$83,500.00)	(\$83,500.00)	\$0.00	\$0.00	\$0.00	(\$83,500.00)	100%	\$0.00	(\$4,175.00)
	F&F Change Order #04 - Increase in Scope	\$103,500.00	\$103,500.00	\$0.00	\$0.00	\$0.00	\$103,500.00	100%	\$0.00	\$5,175.00
	<i>Sub Total F&F</i>	<i>\$470,000.00</i>	<i>\$470,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$470,000.00</i>	<i>100%</i>	<i>\$0.00</i>	<i>\$23,500.00</i>
	P&D Contract # 140190-00-17	\$386,050.00	\$0.00	\$194,432.00	\$0.00	\$0.00	\$194,432.00	50%	\$191,618.00	\$9,721.60
	<i>Sub Total P&D</i>	<i>\$386,050.00</i>	<i>\$0.00</i>	<i>\$194,432.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$194,432.00</i>	<i>50%</i>	<i>\$191,618.00</i>	<i>\$9,721.60</i>
	Bender Supplies PO #	\$93,143.85	\$93,143.85	\$0.00	\$0.00	\$0.00	\$93,143.85	100%	\$0.00	\$4,657.19
	<i>Sub Total Bender Supplies</i>	<i>\$93,143.85</i>	<i>\$93,143.85</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$93,143.85</i>	<i>100%</i>	<i>\$0.00</i>	<i>\$4,657.19</i>
	Sub Total Division 22 Plumbing	\$949,193.85	\$563,143.85	\$194,432.00	\$0.00	\$0.00	\$757,575.85	80%	\$191,618.00	\$37,878.79
DIVISION 23 HVAC										
	Mechanical Plumbing and Heating Contract # 14019-00-161	\$537,900.00	\$4,300.00	\$53,150.00	\$0.00	\$0.00	\$57,450.00	11%	\$480,450.00	\$2,872.50
	MP&H Change Order # 01 - Mechanical Equipment	\$432,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$432,500.00	\$0.00
	<i>Sub Total MP&H</i>	<i>\$970,400.00</i>	<i>\$4,300.00</i>	<i>\$53,150.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$57,450.00</i>	<i>0%</i>	<i>\$972,950.00</i>	<i>\$2,872.50</i>
	Kuegler Associates, LLC PO # 14019-00-159	\$14,000.00	\$0.00	\$3,762.50	\$0.00	\$0.00	\$3,762.50	27%	\$10,237.50	\$188.13
	<i>Sub Total Kuegler Associates</i>	<i>\$14,000.00</i>	<i>\$0.00</i>	<i>\$3,762.50</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$3,762.50</i>	<i>0%</i>	<i>\$10,237.50</i>	<i>\$188.13</i>
	Sub Total Division 23 HVAC	\$984,400.00	\$4,300.00	\$56,912.50	\$0.00	\$0.00	\$61,212.50	6%	\$923,187.50	\$3,060.63
DIVISION 26 ELECTRICAL										
	Center Electric Contract 14019-00-00	\$3,115,959.31	\$328,430.06	\$74,941.95	\$0.00	\$0.00	\$403,372.01	13%	\$2,712,587.30	\$20,168.60
	Sub Total Division 26 Electrical	\$3,115,959.31	\$328,430.06	\$74,941.95	\$0.00	\$0.00	\$403,372.01	13%	\$2,712,587.30	\$20,168.60

**TRADE CONTRACTOR'S PARTIAL RELEASE,
WAIVER OF LIEN AND AFFIDAVIT**

TO: Centerplan Construction Co., LLC
10 Main Street, Suite D
Middletown, CT 06457

OWNER: DoNo Hartford LLC
 PROJECT: Downtown Hartford Project
 CURRENT INVOICE NO.: 11
 FOR THE PERIOD ENDING: 11/30/15

The undersigned Contractor, in consideration of the payments received to date and payment for the period covered by the current invoice as identified above, hereby waives and releases any claim, mechanic's, materialman's or other liens and claim of lien which it may now have upon the land and improvements described above in the Project Description, to the fullest extent permitted by law, and all claims and demands against Construction Manager and the Owner, arising out of work, labor, services, equipment or materials, performed or furnished by Contractor, its subcontractors and suppliers, in connection with the Project and trade contract, through the period covered by the current invoice. The undersigned warrants that it has not and will not assign any claims for payment or right to perfect a lien against such land and improvements and warrants that it has authority to execute this waiver and release. The release does not apply to retainage, nor to labor performed or materials provided from the date hereof.

Except as noted below, Contractor warrants that for the period up to the current invoice:

1. Contractor has paid in full all amounts due to subcontractors and other providers of labor, materials and rented equipment.
2. Contractor has properly applied previous payments to pay all outstanding invoiced related to the Project.
3. Contractor is aware of no claims or any circumstance that could give rise to any future claims against Construction Manager, Owner, Architect or other Trade Contractor on the Project.
4. All payroll, withholding, sales and other taxes, union benefits, insurance premiums and any other amount required by law, regulation or agreement to be paid in connection with labor, materials, and equipment for the Project have been paid in full.

List exceptions if any: **NONE**

Contractor represents that the amounts set forth below are correct and that the amount of the current payment due will be applied promptly to full payment of all outstanding amounts due from Contractor to others in connection with the Project.

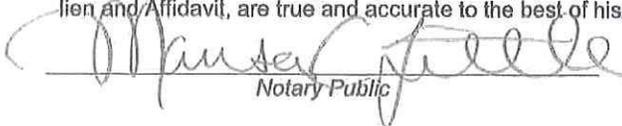
Contract Sum to Date	\$	<u>53,550,000.00</u>
Total Completed and Stored to Date	\$	<u>19,344,778.36</u>
Total Retention to Date	\$	<u>664,682.42</u>
Total Earned Less Retention	\$	<u>18,680,095.94</u>
Less Previous Requests	\$	<u>15,754,620.12</u>
Current Request for Payment	\$	<u>2,925,475.82</u>

BY: Centerplan Construction Company LLC
 (Name of Subcontractor)

BY:  M. BANFIELD Proj. Exec.
 (Signature, Printed Name and Title), Duly Authorized Agent of Subcontractor

STATE OF CONNECTICUT
 (CITY/COUNTY OF Hartford)

On this 21 day of November 2015, appeared before me Mark Banfield and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Trade Contractor's Partial Release, Waiver of lien and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.


 Notary Public

My commission expires: MARISA C. LITTLE
 NOTARY PUBLIC
 MY COMMISSION EXPIRES MAY 31, 2017

**RESOLUTION APPROVING PAYMENT OF INVOICE #11 TO
DONO HARTFORD LLC**

- WHEREAS,** DoNo Hartford LLC is the developer of the Hartford baseball stadium by way of a Development Services Agreement dated as of February 5, 2015 by and between The City of Hartford, Connecticut, a municipal corporation duly organized and validly existing under the laws of the State of Connecticut; and
- WHEREAS,** Pursuant to Section 3(e)(2) of the Development Services Agreement, DoNo Hartford LLC has requested the City to fund a draw request in the amount of Three Million One Hundred Fifty Four Thousand Three Hundred Twenty One and 97/100 Dollars (\$3,154,321.97); and
- WHEREAS,** DoNo Hartford LLC has certified to the City that the amount requested is in accordance with the project Budget and the Development Services Agreement for services truly performed or costs and expenses due and payable by the City relating to the Stadium Property in accordance with the terms of the Development Services Agreement; and
- WHEREAS,** DoNo Hartford LLC has further certified to the City that all costs and expenses of DoNo Hartford LLC and/or the City set forth in previous draw requests have been paid in full; all costs and expenses of DoNo Hartford LLC and/or the City due and payable to date, as set forth in this draw request, have been or will be paid in full out of the draw request requested hereby; and to the best of the knowledge of DoNo Hartford LLC, no event has occurred which, but for notice, or lapse of time, or both, would constitute a default under the Development Services Agreement;

NOW, THEREFORE, BE IT

- RESOLVED,** That the Chairman of the Authority is hereby authorized to approve such draw request in the aforementioned amount; and be it further
- RESOLVED,** That approval of such draw request hereby is contingent upon, and only shall be effective on and by means of, the provision of additional documentation supportive of such draw request by DoNo Hartford LLC to the satisfaction of the Authority and its duly elected officers.

CERTIFICATION

I, I. Charles Mathews, Chairman of the Hartford Stadium Authority, do hereby certify that the above resolution was adopted at a duly called Special Meeting of the Hartford Stadium Authority held on December 1, 2015 and that the said resolution is contained in the minutes of said meeting on file in the Department of Development Services, Economic Development Division Office at 250 Constitution Plaza, 4th Floor, Hartford, Connecticut

I. Charles Mathews
Chairman

HARTFORD STADIUM AUTHORITY

**HARTFORD STADIUM AUTHORITY
LEASE REVENUE BONDS, SERIES 2015**

**REQUISITION
(Project Costs)**

Request No. 012

Date: December 1, 2015

<u>Name of Payee</u>	<u>Form of Payment (Check/Wire)</u>	<u>Wire Instructions Or Payee Address</u>	<u>Amount</u>
DoNo Hartford LLC City Place II 185 Asylum Street Suite 610 Hartford, CT 06104	Wire	People's United Bank Bridgeport, CT SWIFT Code: PESBUS31 Routing #: 221172186 Account #: 6500426852	\$75,000.00
Centerplan Construction Company LLC 10 Main Street, Suite D Middletown, CT 06457	Wire	Liberty Bank Middletown, CT Routing #: 211170282 Account #: 6573840444	\$2,925,475.82
Centerplan Development Company LLC City Place II 184 Asylum Street Suite 610 Hartford, CT 06103	Wire	Liberty Bank Middletown, CT Routing #: 211170282 Account #: 401220087	\$153,846.15

Pursuant to the Trust Agreement, dated as of February 1, 2015 (the "Trust Agreement"), by and between the Hartford Stadium Authority (the "Authority") and U.S. Bank National Association, as Trustee (the "Trustee"), the Authority hereby requests the Trustee to make the above referenced payments and hereby certifies, by signature of an Authorized Authority Officer, as follows. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Trust Agreement.

(a) The Authority has on file satisfactory evidence supporting the amount of each of the disbursements set forth above;

(b) This Requisition is for Project Costs which have not been the basis of a previous or contemporaneous Requisition. It is for work actually performed or material, equipment or other property actually supplied in connection with the Project Facilities and the Ballpark Dedicated Parking. It is not for reimbursement of payments made more than sixty days before the date of adoption of the Series 2015 Authority Bond Resolution; and

(c) The amount of this Requisition, plus all previous or contemporaneous Requisitions, does not exceed the Fixed Price.

To the best of the knowledge of the undersigned, the representations contained in this Requisition are true and correct as of this date.

HARTFORD STADIUM AUTHORITY

Date: _____, 20__

By: _____
Name:

Authorized Authority Officer

For Trustee Use Only:

HARTFORD STADIUM AUTHORITY

SCHEDULE OF REGULAR MEETINGS FOR 2016

(as approved by the Authority on December 1, 2015)

The Hartford Stadium Authority will hold its Regular Meetings on the dates listed below, at 3:00 p.m., at Hartford City Hall, 550 Main Street, Mayor's Function Room, Hartford, Connecticut 06103.

January 5, 2016

February 2, 2016

March 1, 2016

April 5, 2016

May 3, 2016

June 7, 2016

July 5, 2016

August 2, 2016

September 6, 2016

October 4, 2016

November 1, 2016

December 6, 2016