

DoNo

Hartford LLC

June 13, 2016

The Mayor and the City of Hartford:

IGNORED FACTS → MISLED THE PUBLIC → DELAYED BALLPARK COMPLETION WITH WRONGFUL TERMINATION

The Mayor and the City of Hartford have consistently reneged on their contractual commitments, have withheld critical information from the public, and wrongfully terminated the contractor to avoid exposing their own failures.

FACTS:

FEBRUARY 2015:

CENTERPLAN SIGNED A CONTRACT WHICH **REQUIRED THE CITY TO RELINQUISH CONTROL OF DESIGN AND BUDGET DECISIONS IN ORDER FOR CENTERPLAN TO MAINTAIN A 56 MILLION DOLLAR BUDGET**, WHICH INCLUDED DRAWINGS AS CONTRACT EXHIBITS.

SEVERAL MONTHS PRIOR TO SELECTING AND EXECUTING A CONTRACT WITH CENTERPLAN, THE CITY OF HARTFORD HIRED ARCHITECTS RECOMMENDED BY THE TEAM OWNER WHICH INCLUDED HIS FAMILY MEMBERS.

WEEKS BEFORE EXECUTING A CONTRACT WITH CENTERPLAN, THE CITY OF HARTFORD **SIGNED A CONTRACT WITH THE TEAM THAT GAVE THEM APPROVAL RIGHTS OVER DESIGN OF THE BALLPARK.**

THE AGREEMENT BETWEEN THE TEAM OWNER AND THE CITY ALSO REQUIRED THE CITY TO HIRE IFG AS AN OWNER'S REPRESENTATIVE, WHO ALSO WORKED FOR THE TEAM.

THE CITY IGNORED THE INHERENT CONFLICTS OF INTEREST BETWEEN THE ARCHITECT, THE OWNER'S REPRESENTATIVE, AND THE TEAM. **THE CITY EXECUTED TWO CONTRACTS THAT WERE IN DIRECT CONFLICT WITH EACH OTHER ON THE BASIC PRINCIPALS OF DESIGN AND BUDGET CONTROL.**

JUNE 2015:

DESPITE REPEATED REQUESTS, THE CITY NEVER ASSIGNED ITS CONTRACT WITH THE ARCHITECT UNTIL THE DESIGN WAS COMPLETE. DRAWINGS WERE COMPLETED UNDER DIRECTION BY THE TEAM AND THE CITY.

BY MAY 2015, THE CITY AND THE TEAM ADDED MILLIONS OF DOLLARS TO THE BALL PARK SCOPE, IN DIRECT CONTRADICTION TO CENTERPLAN'S CONTRACT WITH THE CITY.

IN JUNE 2015, THE CITY CONTRACTUALLY ACKNOWLEDGED THAT IT OWNED THE DESIGN DOCUMENTS, AND ONLY ASSIGNED THE ARCHITECT-CONSULTANTS TO CENTERPLAN FOR THE PURPOSES OF CONSTRUCTION ADMINISTRATION.

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NOVEMBER 2015:

THROUGHOUT THE DESIGN PROCESS, CENTERPLAN CONTINUED TO MAKE RECOMMENDATIONS TO REDUCE SCOPE AND COST, AND THE VAST MAJORITY OF THESE WERE REJECTED BY THE CITY AND THE TEAM. BY THE SUMMER, WITH CONSTRUCTION UNDERWAY AND CITY DIRECTED DESIGN COMPLETED, THIS PROJECT REMAINED MILLIONS OF DOLLARS OVER BUDGET.

CENTERPLAN MADE SUGGESTIONS WHICH WOULD HAVE REDUCED THE COST OF THE PROJECT TO THE BUDGETED AMOUNT, BUT THE CITY, IN CONJUNCTION WITH THE YARD GOATS, REJECTED MOST OF THE CHANGES.

THROUGH THE SUMMER AND HEADING INTO THE FALL, CENTERPLAN PROPOSED OVER 170 RECOMMENDATIONS TO REDUCE SCOPE AND TO GET THE BALLPARK WITHIN THE CITY'S BUDGET. THE CITY REJECTED ALL BUT 40.

JANUARY 2016:

SHORTLY AFTER TAKING OFFICE, THE MAYOR STATED THAT THERE IS NO MONEY TO PAY FOR ANY CHANGES AND THERE WILL NOT BE ANY.

CENTERPLAN FORMALLY PRESENTED PROJECT HISTORY, BUDGET AND SCHEDULE CHALLENGES TO THE NEWLY ELECTED MAYOR IN HIS FIRST WEEK IN OFFICE.

CENTERPLAN COMMUNICATED TO THE CITY THAT THE CHANGES DIRECTED BY THE CITY AND THE TEAM WOULD COST OVER \$10,000,000 MORE THAN THE CITY BUDGET. AFTER A SUCCESSFUL NEGOTIATION, THE CITY AND CENTERPLAN AND OTHER INTERESTED PARTIES AGREED TO SHARE THE ADDITIONAL COST AND THAT **THE BALLPARK WOULD BE SUBSTANTIALLY COMPLETE BY MAY 17TH, PROVIDED THAT THERE WERE NO FURTHER CHANGES TO THE DRAWINGS.**

ALL PARTIES REACH AN AGREEMENT TO COMPLETE THE BALL PARK BY MAY 17TH PROVIDED THAT THERE ARE NO FURTHER CHANGES TO DRAWINGS. **THE MAYOR UNEQUIVOCALLY AGREED THAT NO CHANGES TO DRAWINGS WOULD OCCUR.**

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MARCH-MAY 2016:

THE CITY MAKES LITERALLY HUNDREDS OF CHANGES THROUGH APRIL, WITH THE LAST CHANGE DIRECTIVE COMING ON MAY 31, OVER TWO WEEKS AFTER THE MAY 17th DEADLINE.

MAY 2016:

THE CITY OF HARTFORD BEGAN ISSUING CHANGES THAT IMPACTED LITERALLY HUNDREDS OF PAGES OF DRAWINGS, CHANGES WHICH RESULTED FROM DIRECTION BY THE TEAM, THE BUILDING OFFICIAL, AND THE ARCHITECT/ENGINEER.

IMMEDIATELY AFTER THE AGREEMENT TO COMPLETE WORK BY MAY 17th, NUMEROUS SIGNIFICANT CHANGES WERE PROPOSED BY THE CITY AS DIRECTED BY THE TEAM, WHICH INCLUDED ADDING 50 TELEVISIONS, OULETS FOR ADDITIONAL VENDOR CARTS, CEMENT PEDESTALS FOR ADDITIONAL SEATING IN THE OUTFIELDS, THE NOW INFAMOUS BARN DOOR AND LITERALLY DOZENS OF CITY STAFF DIRECTED LIFE SAFTEY RELATED ISSUES THAT ARE NOT IN THE DRAWINGS- DESPITE THE NEGOTIATED SETTLEMENT REACHED IN JANUARY.

THE LAST OF A SERIES OF SIX CHANGES WAS RELEASED (IN DRAFT) BY THE CITY MAY 31st, TWO WEEKS AFTER THE MAY 17th DEADLINE.

THE CITY CONTINUES TO MAKE HUNDREDS OF CHANGES THROUGH APRIL AND INTO MAY, AND IGNORES CENTERPLAN'S COMMUNICATIONS REGARDING SCHEDULE AND BUDGET IMPACT. THIS RESULTS IN THE CITY SUBMITTING SIX CHANGE DIRECTIVES, INCLUDING CHANGES RESULTING FROM TEAM ADDED SCOPE, DESIGN ERRORS, AND CODE COMPLIANCE CHANGES INITIATED BY CITY STAFF. THE LAST CHANGE DIRECTIVE IS RECEIVED IN DRAFT FORM ON MAY 31ST.

AFTER THE MAY 17th TIMELINE IS PAST, THE CITY DEMANDS THAT CENTERPLAN IMMEDIATELY WIRE LIQUIDATED DAMAGES PAYMENT TO THE CITY, OR FACE DEFAULT, WHILE AT THE SAME TIME IT PREPARES A FINAL CHANGE DIRECTIVE THAT REQUIRES WEEKS OF WORK TO COMPLETE.

THE CITY ARBITRARILY DEMANDS THAT CENTERPLAN PLACE MILLIONS OF DOLLARS IN ESCROW TO PAY FOR ALL OF THE CITY AND TEAM DIRECTED CHANGES, OR FACE CONTRACT DEFAULT AND TERMINATION.

ONCE THE FINAL CHANGE DIRECTIVE IS RECEIVED, ON MAY 31ST, CENTERPLAN DRAFTS AN E-MAIL WHICH REQUESTS A MEETING AMONGST ALL PARTIES TO DISCUSS HOW THIS WORK CAN BE

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MAY 2016:

PERFORMED IN THE MOST EXPEDIENT AND EFFICIENT MANNER.
CITY RESPONDS WITH TERMINATION.

THE CITY WRONGFULLY TERMINATED CENTERPLAN'S RIGHT TO PROCEED WITH THE WORK. THE CITY'S ACTION ENTITLES CENTERPLAN TO BE PAID BASED ON THE COST OF THE WORK TO DATE AND ADDITIONAL DAMAGES.

CONCLUSION:

- ✓ **THE CITY MADE IT IMPOSSIBLE TO COMPLETE THE PROJECT BY MAY 17 WHEN IT RENEGED ON THE SETTLEMENT WITH CENTERPLAN, ADDED MILLIONS OF DOLLARS OF SCOPE CHANGES TO THE BALLPARK, AND DEMANDED CENTERPLAN PERFORM AND PAY FOR THE WORK AND ARGUE LATER ABOUT WHO WILL PAY FOR THE WORK TO BENEFIT THE YARD GOATS.**
- ✓ **THE CITY'S ACTION PLACED THE SUBCONTRACTOR COMMUNITY IN DANGER BECAUSE THE CITY -APPROVED SUBCONTRACTS DO NOT OBLIGATE CENTERPLAN TO PAY THE SUBS UNLESS AND UNTIL THE CITY PAYS CENTERPLAN.**
- ✓ **THE YARD GOATS' INTERFERENCE IN THIS ENTIRE PROCESS HAS INCREASED THE COST OF THE BALL PARK AND FORCED THE CITY TO MAKE ENHANCEMENTS TO THE BALL PARK THAT WILL ENABLE THE YARD GOATS TO MAKE MORE MONEY.**
- ✓ **CENTERPLAN HAS ALWAYS INDICATED THAT IT WAS COMMITTED TO COMPLETE THE BUILDING AND WORK IN A RESPONSIBLE MANNER WITH ALL PARTIES TO BRING THIS PROJECT TO A SUCCESSFUL CONCLUSION. EVERY OFFER TO MEET AND DISCUSS WAS CATEGORICALLY REJECTED BY THE CITY AND ITS REPRESENTATIVES.**