

## STATE PROPERTIES REVIEW BOARD

### Minutes of Meeting Held On November 18, 2019 450 Columbus Boulevard, Hartford, Connecticut

The State Properties Review Board held a Meeting on November 18, 2019 in Suite 2035, 450 Columbus Boulevard, Hartford, Connecticut.

#### **Members Present:**

Edwin S. Greenberg, Chairman  
Jack Halpert  
Jeffrey Berger  
William Cianci

#### **Members Absent:**

Bruce Josephy, Vice Chairman  
John P. Valengavich, Secretary

#### **Staff Present:**

Dimple Desai  
Thomas Jerram

#### **Guests Present**

Kevin Kopetz, Esquire, DAS/DCS (9:37-10:50)  
Peter Simmons, ADPM, DAS/DCS (9:37-10:50)  
Rahul Abraham, PM, DAS/DCS(9:37-10:50)

Chairman Greenberg called the meeting to order.

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

#### **OPEN SESSION**

##### **1. ACCEPTANCE OF MINUTES**

Mr. Halpert moved and Mr. Berger seconded a motion to approve the minutes of the November 14, 2019 Meeting. The motion passed unanimously.

##### **2. COMMUNICATIONS**

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

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

<b>PRB #</b>	<b>19-229</b>
<b>Transaction/Contract Type:</b>	RE/ Voucher
<b>Origin/Client:</b>	DOT/DOT
<b>Project Number:</b>	017-188-002
<b>Grantor:</b>	Geoffrey J. Magisano, et al
<b>Property:</b>	Bristol, Brook Street (475)
<b>Project Purpose:</b>	Replacement of Bridge No. 04480 Louisiana Ave over Coppermine Brook
<b>Item Purpose:</b>	Voucher

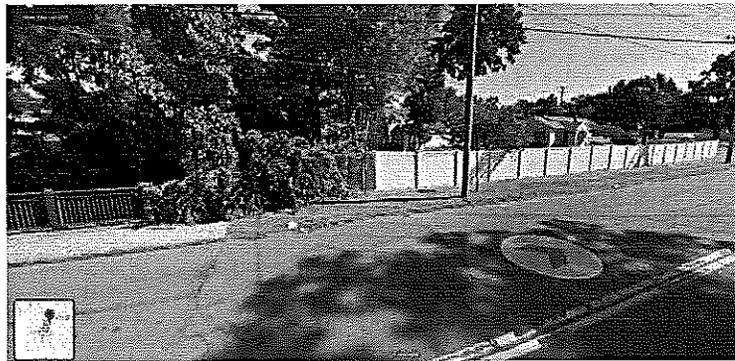
**DAMAGES: \$5,650.00**

**DOT PROJECT:**

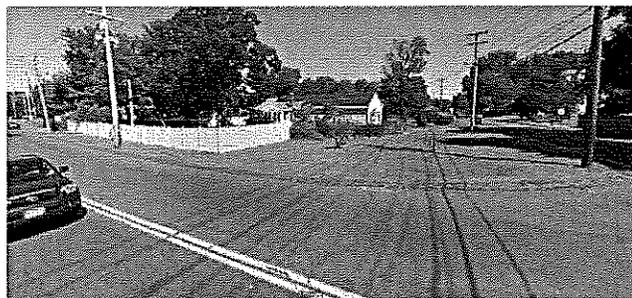
The existing structure consists of two spans of cast-in-place concrete slabs on reinforced concrete abutments, wingwalls, and a central pier. The central pier maintains two 20'-0" clear spans and the curb to curb width of the bridge is 36'-0."

The DOT plan consists of a full replacement of the existing bridge with a 46'-6" clear span structure. The new bridge will feature an adjacent precast, pre-stressed concrete voided slab superstructure on cast-in-place concrete abutments on piles. Other improvements consist of the installation of crash tested bridge rail system and guiderail and full depth reconstruction of approximately 200-feet of Louisiana Avenue as well as the Louisiana Avenue and Lynn Road intersection

**Subject Property Description, Before the Taking:** The subject property (per DOT Appraiser) consists of a 0.40 acre corner lot at the northwest intersection of Brook Street and Louisiana Avenue. The site is improved with a ranch-style dwelling containing 1,428 square feet of gross living area (5/2/2), built in 1955. The site is generally rectangular in shape and level topography generally at road grade. The highest and best use is the current use.



View of Louisiana Avenue frontage showing affected areas.



View of Louisiana Avenue & Brook Street frontage.

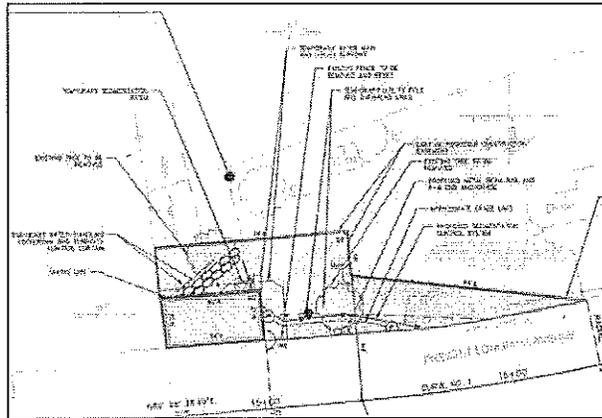
**Before Valuation:** A Value of Finding appraisal was done by DOT appraiser Matthew Malia as of July 18, 2019. Based on the sales data comparison approach, the appraiser concluded that the fair market value of the subject land before the taking is \$2.58/sq.ft.

Item	Calculation	Value
Fee Simple	17,424 sf x \$2.58/sf	\$44,954
	<b>Rounded</b>	<b>\$45,000</b>

The property last sold in October 2018, for \$157,000, indicating an underlying land value of \$47,100 (30% of value), or \$2.70/sf. The Bristol Assessor valued the property (100%), as of October 2018, at \$50,300, or \$2.89/sf.

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

1. Partial taking of 816± sq.ft. of land;
2. Easement to install and maintain a metal beam rail (MBR) and anchorage of an area of 7± lin.ft. of land; and
3. Construction Easement Area containing 3,579± sq. ft. of land for the purpose of providing access, demolition of bridge, excavation, water-handling, water pollution control, pile installation, concrete and rip rap installation, removal of trees and shrubs, removal of fence, temporary relocation of existing utilities, installation of sedimentation control and temporary construction fence.



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

1. A loss of 816± sq.ft of land area and limited landscaping and fencing;
2. A loss of use of the land during the construction period.

**Calculation of Permanent Damages**

Item	Calculation	Value
Fee Simple Take	816 sf x \$2.58/sf	\$2,105
Easement to Install MBR	7 lf	\$100
Loss of Site Improvements	Lump Sum	\$2,500
	<b>Total</b>	<b>\$4,705</b>

**Calculation of Temporary Damages**

Temporary Damages due to the Temporary Construction Easement are calculated as follows:

Item	Calculation	Damages
Temporary Construction Easement	3,579 SF @ \$2.58/SF x 10% x 1 year =	\$923

Total damages are then Permanent Damages plus Temporary Damages, \$4,705 + \$923 = \$5,628, rounded to \$5,650.

**RECOMMENDATION:** Board approval of damages in the amount of \$5,650 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 amount is based on the appraisal report by Matthew Malia who estimated the site value at \$2.58/SF. These estimates support the damage award.
3. The valuation of the site is consistent with the valuation of property for DOT project 017-188-001 & 003, reviewed and approved under PRB #19-190 & #19-211, respectively.

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

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

<b>PRB #</b>	<b>19-234</b>
<b>Origin/Client:</b>	DCS/CCSU
<b>Transaction/Contract Type</b>	AE / Amendment #1
<b>Project Number:</b>	BI-RC-393
<b>Contract:</b>	BI-RC-393-ARC
<b>Consultant:</b>	Sasaki Associates, Inc. (SAI)
<b>Property:</b>	New Britain, Stanley St (1615) – Kaiser Hall
<b>Project purpose:</b>	New Kaiser Hall Annex & Kaiser Hall Renovation
<b>Item Purpose:</b>	Amendment #1

*Note: At 9:37AM Kevin Kopetz, Peter Simmons and Rahul Abraham joined the meeting regarding this proposed Amendment #1 and left the meeting at 10:50AM.*

**Discussion summary:**

DCS informed the Board that this is a unique situation. SAI has informed DCS in writing via email that they cannot provide additional support because the contract for additional funds have not been approved. Board asked DCS how is this proposal rejection different that the previous rejections since 1975. DCS informed that the funds for this amendment will come from LBI's retention of funds from LBI's payment requisition/invoice and not from State budget. DCS has retained \$110,530 from LBI's September 2019 invoice. These funds will be used to and will be the source of funds to pay for this amendment. DCS also informed the Board that there is 7.5% retainage in the amount of \$1.3 million. DCS has assessed \$892,815 in liquidated damages until September 30, 2019. In aggregate there will be about \$2.2 million available to DCS to recover liquidated damages. Obviously LBI can put a claim against the State. If that is the case, final determination will be made via arbitration or legal action. Consequences of not approving this amendment is that the consultant will not be able to help in closing out this project, build a claim against LBI, etc.

DCS will be submitting a revised memo identifying additional costs which will be paid via the funds retained by DCS from LBI's invoices. \$100,000 allowance be revisited. Everybody agreed that the funds for this amendment will not be State funds but funds collected from LBI.

NOVEMBER 15, 2019 UPDATE

PROPOSED AMOUNT: \$349,584

At the State Properties Review Board meeting held on September 23, 2019, a motion to approve Amendment #1 under Board File #19-192 failed.

DCS has now resubmitted this Amendment #1 for Board review and action, with the following changes to the original proposal DCS submitted to SPRB under Board File #19-192:

1. In the last two sentences of the 3<sup>rd</sup> paragraph (pg 1) of the DCS Memo to SPRB, DCS communicates that the Lawrence Brunoli, Inc (LBI) schedule was changed to show a substantial completion date of November 25, 2019 (from 8-23-19 original date); however, the DCS team does not believe this to be attainable, with no realistic completion date available at this time.
2. In the 3<sup>rd</sup> paragraph (pg 2) of the DCS Memo to SPRB, DCS communicates under request #3 that again the LBI schedule was changed to show a substantial completion date of November 25, 2019 (from 8-23-19 original date); and requests approval of a \$39,151 payment to the Consultant for additional CA Services provided during the period of August 3 to August 31, 2019. Under PRB #19-192, DCS requested approval of a \$39,151 payment to the Consultant for the period of June 15 to August 31, 2019 (319 hours total). Pursuant to the Consultant's original Contract (Section 7.C), the Board identified that the Consultant can only be compensated once the Consultant's construction duration exceeded 10 percent of the original time. In this scenario, the Notice to Proceed was February 13, 2018, construction duration was 486 days, a 10% over run was an initial 49 days, or August 3, 2019.
3. In the last two sentences within the 3<sup>rd</sup> paragraph (pg 2) of the DCS Memo to SPRB, DCS communicates to the Board the following: *"DAS has notified LBA via its letter dated September 27, 2019 that the State has assessed LBI \$892,815 in liquidated damages until September 30, 2019 and collected \$110,539 from the September 2019 payment application, and the balance is planned to be collected from future payment applications. The liquidated damages monies will be used to compensate the architect for the additional services incurred due to the GC's failure to complete the project on time."*

There are changes to the Budget included in the DCS Memo to SPRB, including a +\$15,221 to the construction budget and a +\$892,813 to the overall budget.

There do not appear to be any changes to the Consultant Contract.

Staff comments - Staff met with DCS staff. They informed us that if this architect contract is not amended (additional funds approved), the architect will not be providing services going forward. This will leave DCS without closing the project in a timely manner. Consultant may also put a claim against DCS for non-payment. DCS has reiterated that liquidated damages monies that they are trying to pursue from the contractor will be used to pay for the architect's additional services. DCS is trying to get handle on this situation and trying to recoup monies from the contractor as part of liquidated damages assessment. However, following questions needs to be answered which may change the outcome of the claim. Also, allowance for CA services in the amount of \$100,000 should not be approved regardless of the outcome of the other items.

1. Has the Architect given a written notice that he will not provide services beyond certain time?
2. Will contractor continue the work if DCS is not paying the contractor's invoices as submitted for the work completed?

3. What is the outstanding payment left to be paid to the contractor? DCS has assessed \$892,815 in liquidated damages and have collected \$110,530 from Sept. invoice (\$782,285 left)
4. Is there any response from the contractor on this reduction of \$110,530? Has the contractor notified in writing or verbally that he will stop the work?
5. Am I correct in assuming that if the contractor files a claim, it will go to arbitration and not Claims Commissioner?
6. How will the arbitrator perceive the non-payment to the contractor for actual work done but not paid (meaning reduction in payment from the invoice submitted)?
7. Is there a language in the contract between the State/DCS and the Contractor that says DCS can withhold payment/s as a result of contractor's non-performance?
8. Because there is no realistic completion date, will the Architect be engaged until the project is completed? Will it cost state additional funds beyond what is sought in this amendment?
9. What could be the worst case scenario if the amendment stands rejected?

RECOMMENDATION: Board recommendation is contingent upon DCS presentation to the Board at their regularly-scheduled meeting. The overall basic service rate of 10.18% exceeds the established guideline rate of 8.5% for this Group B New Construction Project.

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PROPOSED AMOUNT: \$349,584

CONTRACT AMENDMENT #1 – DAS/DCS has submitted to the Board Contract Amendment #1 which is intended to compensate the Consultant, for additional construction administration services to support the General Contractor – Lawrence Brunoli, Inc. (LBI), which are described as follows:

1. Early Start: (\$36,005) - It was DAS' decision to start the submittal process early on time, while waiting for the DEEP Stormwater Management Permit. This period starting from December 20, 2017 to February 13, 2018 was not anticipated at the time of the original Architect contract and hence was not included in contract BI-RC-393-ARC. This amendment requests the Architect be compensated in the amount of \$36,005.00 to account for the early start. The fee is based on the actual hours spent by the design team during this period.
2. Extended Construction Administration Services to support LBI: (\$174,428) The amendment requests for \$174,428.00 to compensate the Architect for construction administration services above and beyond standard practices to support the general contractor (LBI), including additional on-site observations, coordination, redesign of contract details for the benefit of LBI, additional quality control oversight, submittals and RFIs. (DAS plans to claim this amount from the contractor since this expenditure was caused due to the poor performance of the contractor.)
3. Additional Construction Administration Services past the contractual substantial completion date until August 31, 2019: (\$39,151) The Architect's original contract included CA services during the construction phase, which was estimated to be 16 months until substantial completion and 90 days for closeout. LBI's latest schedule update shows a substantial completion date of August 23, 2019. Based on the current progress of the work, I believe LBI will not be able to meet the August 23, 2019 date. The amendment requests for \$39,151 to compensate the architect for the services to be provided from June 15, 2019 through August 31, 2019. The coverage is based on spending a total of 319 hours per month between Sasaki and

their sub-consultants. This fee is calculated after accounting for the 10% additional time owed to the state per paragraph VII. C of the Terms and Conditions of the original contract.

4. Allowance for Construction Administration services past August 31, 2019: (\$100,000) DAS requests to carry an allowance of \$100,000 in the contract amendment to compensate the design team for the time spent after August 31, 2019 as DAS still does not have a realistic substantial completion date. This amount will be paid on a time and expenses basis based on the backup information provided by the design team. At the end of the project, DAS will report to SPRB the total spent on this item with the backup information.

DAS notified LBI that liquidated damages will be assessed and has also notified LBI by letter dated January 18, 2019, that LBI is responsible for some or all of the additional expenses the State incurred as a result of LBI's failure to perform in a manner set forth in the contract documents. DAS is transferring monies from the construction contingency and other available items on the project budget to pay for these costs. DAS intends to collect the costs noted on #2, 3 and 4 above (totaling to \$313,579.00) from the contractor at the end of construction through liquidated damages and other available tools.

The overall construction budget was increased to \$18,420,801, from \$17,872,369. The total project budget remains unchanged at \$25,385,809.

SAI Fee for Basic Services (PRB 15-210)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>C. Budget</u> <u>(\$)</u>	<u>(%)</u> <u>Budget</u>
Schematic Design Phase	\$319,590			
Design Development Phase	\$259,580			
Construction Document Phase	\$412,080			
Bidding and Review Phase	\$76,250			
Construction Administration Phase	\$457,500			
TOTAL BASIC SERVICE FEE (#15-210) (A)	\$1,525,000		\$17,872,369	8.53%
Expanded Pre-Construction Services	\$36,005			
Extended Construction Administration	\$174,428			
Additional Construction Administration	\$39,151			
CA Services beyond August 31, 2019	\$100,000			
TOTAL BASIC SERVICE FEE (#19-192) (A1)	\$349,584			
TOTAL BASIC SERVICE FEE (A) + (A1)	\$1,874,584		\$18,420,801	10.18%
<u>SPECIAL SERVICES:</u>				
Survey and Engineering (BL Companies)		\$25,740		
Traffic Engineering & OSTA (F.A. Hesketh)		\$4,950		
AV and Acoustical Engineering (Tocci Assoc.)		\$23,300		
Geotechnical Engineering (GeoDesign)		\$36,850		
TOTAL SPECIAL SERVICES(B)		\$90,840		
TOTAL FEE (A) +(A1) + (B)		\$1,965,424	\$18,420,801	10.67%

Staff have requested clarification of the following issues:

- Please provide a revised B1105 that incorporates the new A/E fees. DCS Response: We will provide a revised 1105 with the changed budget.
- Why should any service/s related to construction start before the “notice to proceed” for construction provided by DCS? DCS Response: Knowing the contractors’ previous performance, DAS provided a soft start with submittals to get avoid any delays to the construction duration. Staff Response: It is not the responsibility of the State to provide for and pay for Architect’s services to assist the contractor before the Notice to Proceed (NTP) is issued by DCS. No services should be provided prior to the NTP date (Feb. 13, 2018)
- Clarify why a recovery schedule was requested 4 months into construction knowing that there is almost 2 months of delay in the schedule? The CA Consultant is required to request a recovery schedule from the CMR when a project falls 21 or more calendar days behind the current baseline schedule (Appendix A (H.1.3.4)). Was CA consultant monitoring the schedule from day one? DCS Response: The CA has been monitoring the project schedule from day 1. The GC fell behind on schedule on their concrete foundations activities and by June 2018 schedule analysis by the CA, it observed a 56 day schedule slip. This is when we requested for a recovery schedule. The GC failed to provide a proper recovery schedule. Staff Response: Again, this project should have been managed properly by professionals involved. There is a 21 or more calendar days requirement to request a recovery schedule. It was not until after 56 days slip, the recovery schedule was requested.

- Please clarify why SAI is requesting \$174,428 for Extended CA Services including ‘additional on-site observations, coordination, redesign of contract details for the benefit of LBI, additional quality control oversight, submittals and RFIs’ when Appendix 1, Section VII (B)(1-8) requires most of this work be completed as part of the original contract. Clarify if the “redesign” is related to any errors on part of the Architect or further “clarification” to address lack of details? **DCS Response:** As noted on the SPRB memo, due to the poor performance of the GC, DAS had to request Sasaki to provide additional oversight to assist the GC in the construction of this project. I am attaching the issues log as maintained by the GC that identifies the issues as observed by Sasaki during the construction. The sheer volume of the comment shows the issues during the construction. The architect also had to change the design at several occasions to assist the contractor progress the construction. Examples include the waterproofing details (the contractor failed to install the details per the contract documents), clamps/supports for the HVAC piping systems (contractor installed wrong clamps and requested to review and approved the clamps as installed and make necessary changes to the design documents) etc. Such requests were not anticipated during the predesign phase of the project. These redesigns are not due to the lack of clarity of the contract documents. **Staff Response:** These services were provided to assist the contractor because of the contractor’s inability to perform the work. The State should not be held responsible to help out the contractor to finish the job they bid on.
- Please clarify how DCS is calculating additional ARC-CA fees beyond June 15, 2019 in the amount of \$39,151. SAI’s contract requires an additional 10% or about 49 days, meaning August 3, 2019 as the end of their contract. **DCS Response:** Please find the table below clarifying this request. Also refer to the staffing matrix as provided in the contract package.

Sasaki 10% Additional Time Breakdown

Original Substantial Completion:	15-Jun-19	
Original Contract Duration	486	days
10% Additional Time	48.6	days
Services end date (till Substantial Completion)	2-Aug-19	
Fees to be paid for 06/16/19- 06/30/19	\$ 0	
Fees to be paid for 07/01/19- 07/31/19	\$ 0	
Fees to be paid for 08/01/19- 08/02/19	\$ 0	
Fees to be paid for 08/03/19- 08/30/19	\$ 39,151.00	

**Staff Response:** These delays are caused by the contractor’s inability to perform the work he undertook. State should not be held liable or responsible to assist the contractor.

- What is the basis for the request for an additional allowance of \$100,000? Why should it be approved without any backup during construction? **DCS Response:** The GC has not provided a reliable completion date for the project to date. The GC’s latest schedule shows a completion date of October 22, 2019. But DAS believes that the GC will not be able to complete the project on October 22 as projected by the GC. Since a realistic date is unknown at this time, DAS requesting for a \$100,000 allowance to be billed on a T&M basis. DAS will report back to SPRB on the spending of this allowance with details. DAS is willing to lower this allowance amount but if the cost goes over the approved allowance, we would require another amendment to the contract to account for the expenses. In all scenarios, monies spent under this allowance is expected to be collected from the GC through liquidated damages and other tools available to DAS under the contract. **Staff Response:** It is not a prudent practice to approve costs in advance without proper backup of hours and services to be provided. All the delays and costs requested for approval are related to contractor’s inability to perform and complete the job in a timely manner.
- What date DCS has established to accrue the \$8,305/day Liquidated Damages? What is the substantial completion date per contract? Has it been extended? If yes, why? Provide a copy of the CMR contract

including amendments, if any. DCS Response: The contractual substantial completion date was June 15, 2019 and was extended by 2 calendar days to June 17, 2019 to account for additional weather days above and beyond what's included in the contract. The liquidated damages will be assessed from June 18, 2019. This is not a CMR contract- it's a GC contract. Staff Response: OK

- How can DCS justify overall basic service rate of 10.18% compared to the established guideline rate of 8.5% for this Group B New Construction Project? DCS Response: The GC is performing very poorly and for the project to be completed successfully, the architect have been providing additional support above and beyond what's provided under the contract. As noted in the memo, DAS plans to back charge the GC for the additional efforts by the design team to assist the GC to complete this project. See attached letter issued to the GC in this regard for your information. Staff Response: The inability of the contractor to perform and complete the job on time is costing State additional funds which is not State's responsibility. Contractor should be held liable and pay for these costs during the liquidated damage claim negotiation.

- What are the impacts of not having this recreation center available on time to CCSU students? DCS Response: The university is using/renting alternate venues/arrangements for holding required classes and activities, including any transportation of students to such facilities. The university is also paying for storage of furniture and fitness equipment while the building is not complete. Staff Response: This is a serious issue and is costing CCSU additional funds because the project is not complete on a timely manner. These costs should be recovered during the liquidated damage claim negotiation.

RECOMMENDATION: It is recommended to REJECT this Amendment #1 for \$349,584 for the reasons provided above. The overall basic service rate of 10.18% exceeds the established guideline rate of 8.5% for this Group B New Construction Project.

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FROM PRB #15-210

PROJECT BRIEF-- In general this project involves the design and construction of a new 70,000 GSF Recreation Center and renovations to the existing Kaiser Hall Facility at Central Connecticut State University ("CCSU"). The new recreation center will be designed and constructed with a 50-year+ life expectancy and is anticipated to provide multi-sport courts, a wellness track, fitness areas, studio space, pilates area, offices, meeting rooms and complete shower facilities. The design and layout of this facility shall be appropriate for the recreational and educational needs of a 12,000 student campus population. The project will also include the complete renovation of the existing Kaiser Hall Gymnasium to include a 1<sup>st</sup> and 2<sup>nd</sup> Floor entrance as well as VIP seating, a press box, elevator access and other associated basketball court amenities. The overall project will also include the demolition of the existing 34,000 GSF fabric structure currently adjacent to the athletic facility as well as a new access drive, pedestrian access and landscaping. The overall construction and total project budget have been established at \$17,872,369 and \$25,385,809 respectively.

In October 2014 the Department of Construction Services ("DCS") issued a Request for Qualifications (RFQ) for *Architect & Consultant Design Teams* related to the Renovate/Expansion of Kaiser Hall and Kaiser Annex 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, four firms were selected for short-listed interviews. These firms were as follows, Centerbrook Architects and Planners, LLP, JCJ Architecture, P.C., Kaestle Boos Associates, Inc., and Sasaki Associates, 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 Sasaki Associates, Inc. ("SAI") as the most qualified firm.

This contract is for *Architect/Engineer Consultant Design Team Services* for the completion of the Renovate/Expansion of Kaiser Hall and Kaiser Annex Project from the initiation of a schematic design phase through the construction document phase and the subsequent completion of construction. The overall compensation rate for this basic service is \$1,525,000 with an additional \$90,840 for special services. As such the total project fee is \$1,615,840. The special services detailed in the project scope include geotechnical engineering, site-civil survey design, master planning support, traffic engineering, and AV/acoustical engineering.

SAI Fee for Basic Services (PRB 15-210)	<u>COST (\$)</u> <u>(BASIC)</u>	<u>COST (\$)</u> <u>(SPECIAL)</u>	<u>C. Budget</u> <u>(\$)</u>	<u>(%) Budget</u>
Schematic Design Phase	\$319,590			
Design Development Phase	\$259,580			
Construction Document Phase	\$412,080			
Bidding and Review Phase	\$76,250			
Construction Administration Phase	<u>+\$457,500</u>			
<b>TOTAL BASIC SERVICE FEE (#15-210) (A)</b>	<b>\$1,525,000</b>		<b>\$17,872,369</b>	<b>8.53%</b>
<b><u>SPECIAL SERVICES:</u></b>				
Survey and Engineering (BL Companies)		\$25,740		
Traffic Engineering & OSTA (F.A. Hesketh)		\$4,950		
AV and Acoustical Engineering (Tocci Assoc.)		\$23,300		
Geotechnical Engineering (GeoDesign)		<u>+\$36,850</u>		
<b>TOTAL SPECIAL SERVICES(B)</b>		<b>\$90,840</b>		
<b>TOTAL FEE (PRB #15-210) (A) + (B)</b>		<b>\$1,615,840</b>	<b>\$17,872,369</b>	<b>9.04%</b>

- The RFQ posted October 2014 elicited 11 candidates. The Selection Panel interviewed four firms and ultimately recommended the appointment of Sasaki Associates, Inc. ("SAI") The selection was approved by Commissioner Currey on 3/2/2015.
- SAI is located in Watertown, Massachusetts. This firm was established in 1958 and has over 100 employees which includes 40± Architects, Landscape Architects and Interior designers. SAI is operating as a Joint Practice Corporation in the State of Connecticut and will be operating under its license No. JPC.0000009. The license is valid until 04/30/2016.
- Green IX Insurance Inc. reported that over the past 5 years SAI has not been exposed to any general liability or professional liability claims but currently has four open claims with loss reserves established between \$5,000 and \$25,000 for each of the claims.
- The submittal is accompanied by a Consulting Agreement Affidavit notarized on 8/8/2015.

**RECOMMENDATION:** It is recommended that SPRB Approve this new contract for Sasaki Associates, Inc. to provide design related services at the Renovate/Expansion of Kaiser Hall and Kaiser Annex Project. The overall basic service rate of 8.53% is generally consistent with the established guideline rate of 8.5% for this Group B New Construction Project.

Minutes of November 18, 2019

**7. OTHER BUSINESS**

**8. VOTES ON PRB FILE:**

**PRB FILE #19-229** – Mr. Halpert moved and Mr. Berger seconded the motion to approve PRB File #19-229. The motion passed unanimously.

**PRB FILE #19-234** – Mr. Halpert moved and Mr. Berger seconded a motion to suspend PRB FILE #19-234. The motion passed unanimously.

**9. NEXT MEETING** – Thursday, November 21, 2019

The meeting adjourned.

**APPROVED:** John Valengavich **Date:** 11/21/19  
John Valengavich, Secretary