

## STATE PROPERTIES REVIEW BOARD

### Minutes of Meeting Held On March 29, 2021 – remotely via telephone conference –

Pursuant to Governor Lamont's Executive Order No. 7B regarding suspension of In-Person Open Meeting requirements, the State Properties Review Board conducted its Regular Meeting at 9:30AM on March 29, 2021 remotely via telephone conference at (866)-692-4541, passcode 85607781.

#### **Members Present:**

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

#### **Members Absent:**

#### **Staff Present:**

Dimple Desai  
Thomas Jerram

#### **Guests Present**

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 March 25, 2021 Meeting. The motion passed unanimously.

#### **2. COMMUNICATIONS**

Board Members discussed a newspaper article regarding legislative proposals that may impact the Board that appeared in the Hartford Courant on Saturday, March 26, 2021.

Mr. Berger provided Board Members with an update on his ongoing conversations and review about certain proposed legislation that affects the State Properties Review Board.

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

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

<b>PRB #</b>	<b>21-027</b>
<b>Transaction/Contract Type:</b>	RE – Lease
<b>Origin/Client:</b>	DAS/DVA
<b>Lessee:</b>	American Legion Auxiliary, Department of Connecticut, Inc.
<b>Property:</b>	Rocky Hill, West St (287)
<b>Project Purpose:</b>	Relocate Tenant
<b>Item Purpose:</b>	New Lease

At the March 7, 2016 SPRB Meeting, under PRB #16-050, the SPRB approved a one-year Lease for American Legion Auxiliary, Department of Connecticut, Inc. (ALA) to continue use of 1,400 SF in

Building #51, located at 287 West Street in Rocky Hill. The rental rate was \$1,700/year, or \$1.21/sf. Under PRB #17-103, the SPRB approved a one-year renewal term. The Lease expired on April 30, 2018. ALA has been utilizing space on the DVA Campus since 1987.

Under this Proposal (PRB #21-027), DAS and DVA are now seeking SPRB approval of a new Lease to relocate the Lessee to 1,343 square feet in Building #50 at 287 West Street in Rocky Hill. The Lease is for a five-year term and includes two, five-year options, to extend the Lease with SPRB approval.

DESCRIPTION	SUBJECT LEASE-OUT	SUBJECT LEASE-OUT
PRB #	#16-050, renewal #17-103	#21-027 – New Lease
<b>Leased Premises</b>	1,400 SF, Building #51, 287 West Street, Rocky Hill	1,343 SF, First Floor & Basement, Building #50, 287 West Street, Rocky Hill
<b>Use</b>	Office use, Monday thru Saturday from 7:00 a.m. to 8:00 p.m.	Office use, Monday thru Saturday from 7:00 a.m. to 8:00 p.m.
<b>Lease Term</b>	1 year, commencing upon AG approval	Five-years commencing on 1 <sup>st</sup> day of the month following AG approval
<b>Annual Rent</b>	\$1,400	\$170 (rent offset by in-kind expenses)
<b>Renewal Term (years)</b>	<u><i>One 1-year renewal - #17-103</i></u>	<u><i>Two, 5-year renewals</i></u>
<b>Lessee's Additional Rent</b>	Air conditioning; recycling and housekeeping services; task lighting; window washing. In addition lessee is responsible for routine maintenance & repairs; insurance, property taxes (if any) & any repairs due to the negligence of Lessee, its employees, clients or invitees	See Lease Exhibit C. Lessee furnishes its own t-comm. /data service, housekeeping and window washing. In addition, Lessee is responsible for routine maintenance & repairs; insurance, property taxes (if any) & any repairs due to the negligence of Lessee, its employees, clients or invitees
<b>Services Provided @ Lessor's Cost</b>	See Lease Exhibit C. In general, Lessor is responsible for all services and utilities, common areas, and central building equipment.	See Lease Exhibit C. In general, Lessor is responsible for all services and utilities, common areas, and central building equipment.
<b>Insurance</b>	Lessee will maintain liability insurance \$1,000,000 occurrence/\$2,000,000 aggregate; and insurance against all risk or loss to any tenant improvement, betterment, personal property, trade fixture. Workers Compensation and Employers Liability coverage shall be maintained in compliance with state law. Minimum level of Employers Liability coverage is \$100,000 each accident, \$300,000 Disease-Policy Limit, \$100,000 each employee.	Lessee will maintain liability insurance \$1,000,000 occurrence/\$2,000,000 aggregate; and insurance against all risk or loss to any tenant improvement, betterment, personal property, trade fixture. Workers Compensation and Employers Liability coverage shall be maintained in compliance with state law. Minimum level of Employers Liability coverage is \$100,000 each accident, \$300,000 Disease-Policy Limit, \$100,000 each employee.
<b>Assignment &amp; Subletting</b>	Requires prior written consent of Lessor	Requires prior written consent of Lessor
<b>Lease Termination</b>	Lessor may terminate in the event of Lessee's default or at any time with 90 days notice	Lessor may terminate in the event of Lessee's default or at any time with 90 days notice

Staff had the following inquiries for DAS regarding this proposal:

- Does DAS seek FOIA protections for this proposal?

DAS Response: We do NOT need the FOIA on this file

Staff Response: OK

- Please provide a copy of the communication to the Treasurer of the State of Connecticut required under CGS 4b-38(a).

DAS Response: Although the statute is vague on existing lease-out we are sending the Mayor and Treasurer's letters anyway.

Staff Response: This is not an existing lease-out. This is a new Lease for a tenant currently located in Building #51, to be relocated into Building #50. DAS provided a copy of a March 23, 2021 communication to the Treasurer. The Treasurer has yet to respond to this communication. Will need approval from the Treasurer to meet the statutory requirement.

**Sec. 4b-38. (Formerly Sec. 4-128d). Lease of state-owned land or buildings for municipal or private use.** (a) Subject to the provisions of section 4b-30 the commissioner may lease state-owned land or buildings, or both, and facilities to (1) municipalities for municipal use, or (2) private individuals or concerns for private use, when such **land, buildings and facilities are otherwise not used or needed for state use** and such action seems desirable to produce income or is otherwise in the public interest, *provided the Treasurer has determined that such action will not affect the status of any tax-exempt obligations issued or to be issued by the state of Connecticut.*

- Please provide a copy of the communication to the Town of Rocky Hill required under CGS 4b-38(f).

DAS Response: Although the statute is vague on existing lease-out we are sending the Mayor and Treasurer's letters anyway.

Staff Response: This is not an existing lease-out. This is a new Lease for a tenant currently located in Building #51, to be relocated into Building #50. DAS provided a copy of a March 23, 2021 communication to the Town of Rocky Hill. OK, all set with this requirement.

(f) Not less than two weeks before executing a lease of land, a building or facility or an interest in land under subsection (a) or (b) of this section, with a person, firm or corporation in the private sector, for a term of six months or more, **the commissioner shall notify in writing the chief executive officer of the municipality** in which the land, building, facility or interest is located concerning the proposed lease and the manner in which the lessee proposes to use the land, building, facility or interest. Upon executing any such lease, **the commissioner shall forward a copy to the assessor or board of assessors of the municipality in which the leased property is located.**

- Please provide an electronic copy of the Lease with American Legion Auxiliary that expired in 2018.

DAS Response: DAS provided.

Staff Response: OK

**RECOMMENDATION:** Staff recommends suspension of the Proposal to Lease to relocate the Lessee to Building #50, pending approval of the Treasurer pursuant to CGS 4b-38(a). The annual rent helps to offset DVA operating expenses in exchange for ALA providing in-kind services to DVA clientele.

3-26-2021 Update: In a March 26, 2021 email, DAS' Shane Mallory had requested return of this proposal to be resubmitted at a later date. Staff recommend return of the file pursuant to the DAS request.

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**FROM:**

MG

**DATE:** May 2, 2017

**SUBJECT:** **PRB #17-103** DAS/Dept. of Veterans Affairs – Lease-Out at the DVA Campus, 196 West Street, Rocky Hill. Lessee: American Legion Auxiliary, Department of Connecticut, Inc.

**RECOMMENDATION - Board approval is recommended** for a one-year extension (renewal, expiring April 30, 2018) of the standard lease-out agreement as provided in the base lease.

**SUMMARY - LEASE-OUT**

DESCRIPTION	#16-050; RENEWAL #17-103
Lessee	American Legion Auxiliary, Department of Connecticut, Inc.
Leased Premises	Unit #1, Building #51
SF	1,400 SF
Use	offices
Lease Term	1 year commencing upon AG approval
Annual Rent	\$1,700 (\$1.21/SF)
Renewal Term (years)	<b>PRB #17-103: 1 year extension at same rate</b>
Lessee's Additional Rent	Air conditioning; recycling and housekeeping services; task lighting; window washing. In addition lessee is responsible for routine maintenance & repairs; insurance, property taxes (if any) & any repairs due to the negligence of Lessee, its employees, clients or invitees
Services Provided @ Lessor's Cost	Lessor is responsible for maintenance of building exterior and structural portions of the premises, public portions of the building, and the plumbing, electrical, heating and ventilating systems, and parking lot maintenance.
Insurance	Lessee will maintain liability insurance \$1,000,000 occurrence/\$2,000,000 aggregate; and insurance against all risk or loss to any tenant improvement, betterment, personal property, trade fixture. Workers Compensation and Employers Liability coverage shall be maintained in compliance with state law. Minimum level of Employers Liability coverage is \$100,000 each accident, \$300,000 Disease-Policy Limit, \$100,000 each employee.
Assignment & Subletting	Requires prior written consent of Lessor
Lease Termination	Lessor may terminate in the event of Lessee's default or at any time with 90 days notice

The Lessee is a non-profit, tax-exempt entity. The same organization has been leasing these premises under similar terms, except that the prior rental rate was \$1.00 per year. The current rate is \$1.21/SF which was set by the DVA in 2010 Affairs to cover a portion of the operating expenses. The lease approved in #16-050 provided for this one year extension, with the rate remaining as is while DVA completes a master plan that will incorporate the services of the non-profits with respect to how to best deliver services to the DVA clientele.

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

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

<b>PRB #</b>	<b>21-032</b>
<b>Origin/Client:</b>	DCS/SCSU
<b>Transaction/Contract Type</b>	AE / Task Letter
<b>Project Number</b>	BI-RC-393
<b>Contract</b>	OC-DCS-ANLY-0027
<b>Consultant:</b>	Urban Engineers, Inc.
<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>	Task Letter #1

PROPOSED AMOUNT: \$116,131

On August 3, 2020, under PRB File #20-136, the Board approved Task Letter #1A in the amount of \$49,560 for the Consultant to provide claims analyst services including the following:

Review of the Contractor's Time Extension Request #3 and the forthcoming Time Extension Request #4 from the claimant.

- Review and analyze the time extension request to determine entitlement based on project documentation and facts, including, but not limited to, contract documents, CPM schedules and reviews, meeting minutes, reports, RFIs, change order requests, etc.
- Prepare an independent time impact analysis,
- Review the claims set forth in the time extension requests and identify any potential exposure to the State
- Prepare a report and a draft response letter.
- Provide a written recommendation to the State based on the review of the time extension requests.

From the Consultant's communication to DCS.

*Urban performed cursory reviews on TIA 1 and TIA 2 and assisted CTDAS with response letters. While not specifically stated in LBI's claim, and even though TIAs 1 and 2 are included in LBI's claim, it is Urban's understanding that TIAs 3 and 4 replace TIAs 1 and 2, as they cover redundant periods of time. Urban performed a detailed review and analysis of TIA 3 and TIA 4, which covered LBI's request for a 191- calendar day time extension request from CTDAS. Urban's report on our analysis of TIA 3 and TIA 4 was forwarded to CTDAS on September 18, 2020. Urban determined that these TIAs did not demonstrate that the asserted issues impacted the critical path of the project construction. Thus, LBI was not entitled to a time extension. CTDAS forwarded these reports to LBI on October 8, 2020. LBI responded to the findings of these reports on November 3, 2020.*

The Consultant previously provided services under OC-DCS-ANLY-0024 for both Task Letter #1 and Task Letter #1A. That on call contract expired on July 30, 2019.

Under this proposal (PRB #21-032), DCS is seeking SPRB approval of Task Letter #1 in the amount Not-to-Exceed (NTE) \$116,131 to compensate the consultant for additional claims analyst services beyond the scope of work contained in Task Letters #1 and #1A.

The general contractor for the New Kaiser Hall Annex and Kaiser Hall Renovation project (BI-RC-393), Lawrence Brunoli, Inc., has filed a notice of claim against the State seeking compensation in the amount of \$4.869 million dollars.

The claims include the following:

**DIRECT COST CLAIMS**

1. Extension of Time – 191 calendar days as presented in TIAs 1 to 4.
2. Disputed Change Orders - \$816,845
3. SOV – Recovery of Payments Withheld - \$615,228
4. SOV – Recovery of Balance to Finish, including Retainage (from 2/2020 pay application) - \$1,181,470
5. Acceleration Costs - \$131,279
6. Increased Management Costs - \$820,313
7. Recover Bonding Company Charges - \$130,456
8. Recover Schedule Consultant Charges - \$152,549

**INDIRECT COST CLAIM**

9. Extended overhead & Profit - \$429,177

**SUBCONTRACTOR CLAIM**

10. Electrical Contractors, Inc. (subcontractor claim) - \$591,939

DAS is requesting SPRB's approval of the attached task letter to Urban Engineers, Inc. to provide professional claims analyst services in connection with the Kaiser Annex Construction Notice of Claim asserted by Lawrence Brunoli, Inc. (hereinafter "claimant"), against the State of Connecticut (State). In addition, provide professional claims analyst services for any and all claims/potential claims and counterclaims of the State against the claimant regarding the above-entitled project.

The services may include the following:

1. Review of the notice of claim and all associated backup submitted by Lawrence Brunoli, Inc. for entitlement, impact and damages. The scope includes the review of all available project records including, but not limited to, correspondences, monthly reports, field reports, submittals, architect's supplemental instructions, etc. and preparation of findings in the form of a report to DAS and OAG.
2. Prepare a matrix of findings that summarizes each claim issue.
3. Assist DAS and Office of Attorney General during the claims/litigation phase including, but not limited to, prepare expert reports, attendance and presentation of the review, witness testimony etc. at mediation and/or at trial.

The total fee for this Task Letter #1 shall not exceed \$116,131. Reproduction services shall be invoiced at cost; no other expenses shall be invoiced.

The requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked and rates applied. The Consultant shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State shall have the right to audit records associated with said task letter at any reasonable time. It is specifically understood that the pre-approved hourly rates shall only apply for the period of time that the person is actually working on the project.

DETAILED

No.	Task Description	Hours		
		Project Manager Thomas Mitchell	Schedule/Damages Analyst Nicholas Orso	Quality Control Jason Cardinal
1	Obtain, review, and organize project records and create issue files for each of LBI's claim issues	8	16	2
2	Review and analyze all claim issues			
2a	Extension of Time (191 CDs) - Urban review of our analysis of TIA 3 and TIA 4	4	12	1
2b	Disputed change orders - Urban review for entitlement and claimed damages and time impacts	45	180	12
2c	SOV - Recovery of Payments Withheld - Urban review for entitlement and claimed damages	2	4	1
2d	SOV - Recovery of Balance to finish, etc. - Urban review for entitlement and claimed damages	3	8	1
2e	Acceleration Costs - Urban review of entitlement and claimed damages	6	24	2
2f	Increased management costs - Urban review of entitlement and claimed damages	3	8	1
2g	Recovery of Bonding Company Charges - Urban review of entitlement and claimed damages	2	4	1
2h	Recovery of Schedule Consultant Charges - Urban review of entitlement and claimed damages	2	4	1
2i	Extended OH&P - Urban review of entitlement and claimed damages	8	32	2
2j	Electrical Subcontractor Claim - Urban review of entitlement and claimed damages and time impacts	8	40	3
3	Prepare matrix of LBI claim issues, Urban analysis findings, for presentation to CTDAS & CTOAG	2	6	1
4	Prepare expert report draft and issue to CTDAS and CTOAG for review and comment, then issue final expert report	16	40	3
5	Attendance and presentation at mediation	5	40	
6	Attendance and testify at trial	3	24	
	<b>Total Hours</b>	<b>117</b>	<b>378</b>	<b>31</b>

Name	Classification	Hours	Rate/Hour	Amount
Thomas Mitchell, PE	Project Manager	117	\$ 300.62	\$ 35,172.54
Nicholas Orso, PE, PSP, PMP	Schedule/Damages Ana	378	\$ 192.88	\$ 72,908.64
Jason Cardinal, PE	Sr. Claims Analyst/QC	31	\$ 259.68	\$ 8,050.08
<b>Total</b>				<b>\$ 116,131.26</b>

**SUMMARY OF FEE'S**

	<u>FEES (\$)</u>	<u>PRB FILE NUMBER</u>	<u>CUMULATIVE FEE</u>
TL #1 – UEI Claims Analysis – Kaiser Hall @ CCSU – (DCS-ANLY-0024)	\$98,825	Informal	\$98,825
TL #1A – UEI Claims Analysis – Kaiser Hall @ CCSU – (DCS-ANLY-0024)	\$49,560	#20-136	\$148,385
TL #1 – UEI Claims Analysis – Kaiser Hall @ CCSU – (DCS-ANLY-0027)	\$116,131	#21-032	\$264,516

**RECOMMENDATION:** It is recommended that SPRB **APPROVE** Task Letter #1

- DCS confirmed \$116,131 is available for the Task Letter.
  - The submittal is accompanied by a Gift & Campaign Contribution Certification notarized on 9/30/2020.
  - Following the subject Task Letter, the On-Call Contract will have an uncommitted value of \$383,869.
  - The Board approved the current On-Call Contract for a maximum fee of \$500,000 and a term that expires on 4/15/2022. (PRB #19-269).
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FROM PRB #20-136

**PROPOSED AMOUNT:** \$49,560

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 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.

In November 2018, DCS retained Urban Engineers, Inc. (UEI) to provide Claims Analyst consultant services in conjunction with potential claims of LBI against the state in connection with the Kaiser Hall project. The initial fee for services was \$98,825 (Informal TL) and included the following two phases of work:

- Phase One services provided Claims Analysis Services & Document Review of Existing Claims/Issues: 1). Review potential claims and issues; 2). Review potential claim documentation including, but not limited to Concrete & foundation construction, waterproofing, site utilities installation, Cold Formed Metal Framing, Storefront and Curtain wall submittal process; 3). Review of Critical Path Method (CPM); 4). Identify other key project claims or issues discovered during review; 5). Identify key project issues and develop chronologies; and 6). Make recommendations to DAS and the CA Consultant on improvements that can be made to record keeping and schedule analysis - \$41,410 fee; and
- Phase Two services provided Review & Assessment of Future Project Claims and Issues: 1). Conduct a detailed schedule analysis; 2). Review and analyze change orders; 3). Review and analyze requests for information; 4). Evaluate the schedule delay/impact methodology used by the claimant; 5). Evaluate the pricing methodology used by the claimant in its claim; 6). Analyze the design documents prepared by the architect of record to determine the architect of record’s potential exposure for design deficiencies; and 7). Review submitted information and analyze claims related to performance efficiency. - \$57,415

Under this new DCS proposal (PRB #20-136), DCS is now seeking approval of an additional \$49,560 in fees for the following services:

Review of Time Extension Request #3 and the forthcoming Time Extension Request #4 from the claimant.

- Review and analyze the time extension request to determine entitlement based on project documentation and facts, including, but not limited to, contract documents, CPM schedules and reviews, meeting minutes, reports, RFIs, change order requests, etc.
- Prepare an independent time impact analysis,
- Review the claims set forth in the time extension requests and identify any potential exposure to the

State

- Prepare a report and a draft response letter.
- Provide a written recommendation to the State based on the review of the time extension requests.

**SUMMARY OF FEE'S**

	<u>FEES (\$)</u>	<u>PRB FILE NUMBER</u>	<u>CUMULATIVE FEE</u>
TL #1 – UEI Claims Analysis – Kaiser Hall @ CCSU – (DCS-ANLY-0024)	\$98,825	Informal	\$98,825
TL #1A – UEI Claims Analysis – Kaiser Hall @ CCSU – (DCS-ANLY-0024)	\$49,560	#20-136	\$148,385

**RECOMMENDATION:** It is recommended that SPRB approve Task Letter #1A

- DCS confirmed \$49,560 is available for the Task Letter.
- The submittal is accompanied by a Gift & Campaign Contribution Certification notarized on 12/13/11.
- Following the subject Task Letter, the On-Call Contract will have an uncommitted value of \$851,615.
- The Board approved the current On-Call Contract for a maximum fee of \$1,000,000 and a term that expired on 7/30/2019. (PRB #17-051).
- The UEI fee is based on the hourly rates stipulated in its On-Call Contract at the time TL#1 was issued (2017-2019 rates). Current rates are identified in OC-DCS-ANLY-0027.

**Rate Schedule**

<u>Title</u>	<u>Hourly Rate</u>
Project Manager	\$ Two Hundred Seventy Dollars (\$270.00)
Claims Analyst	\$ One Hundred Eighty Dollars (\$180.00)
Sr. Claims Analyst	\$ Two Hundred Fifteen Dollars (\$215.00)

**EXHIBIT A**  
**HOURLY RATE SCHEDULE**  
**On-call Claims Analyst Contract**  
**No. OC-DCS-ANLY-0027**

Name	Role	Hourly Rate
Thomas Mitchell, PE	Project Manager	\$300.62
Jason Cardinal, PE	Senior Claims Analyst	\$259.68
Robert Snowden, PE, Esq.	Claims Analyst	\$227.90
Steve Maleryn, PE	Claims Analyst	\$222.04
Joshua Gray, PE, CCM	Claims Analyst	\$200.23
Nicholas Orso, PE	Schedule/Damages Analyst	\$192.88
Moses Gaster, CEP	Estimator/Claims Analyst	\$154.50

• In September 2015 the Board approved the contract (PRB #15-210) for Sasaki Associates, Inc. (SAI) for a Total Fee of \$1,615,840 to provide Architect Consultant Design Team Services from preliminary design until the completion of construction. The compensation rate for basic services was \$1,525,000 plus an additional \$90,840 for special service sub-consultants. The fee for SAI construction phase services was \$457,500. The overall construction budget and project budget were \$17,872,369 and \$25,385,809 respectively.

• In June 2016 the Board approved this CA Contract for Downes Construction Company (“DCC”) under PRB #16-145 (a resubmission of #16-114 that was withdrawn by DCS). The compensation rate for this basic service is \$864,660 plus an additional \$127,620 for special service and/or sub-consultants. As such the total proposed contract was approved for \$992,280.



- In July 2018 the Board rejected Contract Amendment #1 (PRB #18-073) which sought to compensate DCC \$99,750 for an early start and expanded CA fees for additional time.
- In July 2018 the Board approved a resubmitted Contract Amendment #1 (PRB #18-145) which compensated DCC \$63,980, for expanded CA services to support the contractor (excluding \$35,744 for early start).
- In September 2019 the Board rejected a resubmitted Contract Amendment #1 (PRB #19-192) which sought to compensate SAI \$349,584, for an early start and expanded CA services to support the contractor. The overall construction budget was increased to \$18,420,801, from \$17,872,369. The total project budget remains unchanged at \$25,385,809.
- In November 2019 the Board approved a resubmitted Contract Amendment #1 (PRB #19-234) which compensated SAI \$335,702, a decrease of \$13,882, for expanded CA services to support the contractor. The Board's approval was based on the representations from DCS's ADPM and PM that accumulated assessed Liquidated Damages against the General Contractor will be utilized to compensate the Consultant \$335,702 for their Services. Ultimately, this cost is not paid by the State constituting savings.
- Construction Administration Fees totaled \$1,849,462, of which Architect CA Fees were \$457,500 and the Construction Administrator Fee was a total of \$1,391,962.
- In December 2017, Lawrence Brunoli, Inc. (LBI) was awarded the Contract for construction of the Kaiser Hall project with a total fee of \$18,201,000.

[https://biznet.ct.gov/SCP\\_Documents/Results/19191/20180214090549775.pdf](https://biznet.ct.gov/SCP_Documents/Results/19191/20180214090549775.pdf)

Mr. Peter Simmons left the meeting at 10:15.

## **7. OTHER BUSINESS**

## **8. VOTES ON PRB FILE:**

**PRB FILE #21-027** – Mr. Valengavich moved and Mr. Halpert seconded a motion to return PRB FILE #21-027. The motion passed unanimously.

**PRB FILE #21-032** – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #21-032. The motion passed unanimously.

## **9. NEXT MEETING** – Thursday, April 1, 2021.

The meeting adjourned.

**APPROVED:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
John Valengavich, Secretary