

# STATE PROPERTIES REVIEW BOARD

## Minutes of Meeting Held On February 25, 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 February 25, 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

Barbara Cosgrove, PM - DAS/DCS  
Peter McClure, ADPM – DAS/DCS

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

## OPEN SESSION

### 1. ACCEPTANCE OF MINUTES

Mr. Halpert moved and Mr. Josephy seconded a motion to approve the minutes of the February 22, 2021 Meeting. The motion passed unanimously.

### 2. COMMUNICATIONS

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.

Staff provided Board Members an update regarding a property reviewed under PRB #16-286 (DOT Project #135-321-010). DOT informed the Board that the property is slated for demolition pursuant to terms of the Project Agreement.

### 3. REAL ESTATE- UNFINISHED BUSINESS

### 4. REAL ESTATE – NEW BUSINESS

<b>PRB #</b>	<b>#21-020</b>
<b>Transaction/Contract Type:</b>	DECD/DECD
<b>Origin/Client:</b>	RE/Purchase & Sale Agreement
<b>Grantee:</b>	ICB Enterprise Initiative, LLC
<b>Property:</b>	Putnam, Main St (88)
<b>Project Purpose:</b>	Sale of Property pursuant to CGS 32-228(d)
<b>Item Purpose:</b>	Purchase and Sale Agreement

**Sale Price: \$225,000**

88 Main Street is located on the southwest corner of Main and Pomfret Streets in Putnam CT. According to the A-2 Survey (#1626), the site is 0.08± acre with a combined 104.99' of frontage on Main and Pomfret Streets. The primary improvement is a three-story building, containing 10,470 ± s.f., plus a full basement, constructed in 1850. There is no on-site parking. The façade of the building was replaced in 2013 and the interior of the building was gutted in October 2014. The Town of Putnam assessed the property for \$269,800, based on a 10-1-2019 Revaluation (\$385,400-100%).



In March 2012 (recorded July 2012), a Declaration of Restrictive Use Covenant, was placed on the property by then-owner Dexter Properties, LLC to facilitate a DECD Grant with the Town of Putnam to modernize the façade of the building. The restriction required the property be used as a mixed use development, compliant with local zoning regulations, for a period of 10 years. The façade, including new brick exterior and new exterior windows was completed in 2013.

The current owner, 1<sup>st</sup> Alliance Community Restoration, LLC, acquired the property in a non-market transaction from Quiet Corner Property Acquisitions, LLC for \$445,738 on 1-19-2017. Quiet Corner Property Acquisitions, LLC acquired the property in a non-market transaction for \$408,016, on 6-10-2015, from Dexter Properties, LLC.

On July 19, 2016, DECD placed a mortgage on the property in the original principal sum of \$6 million (recorded 1-19-2017). The mortgage included an Unlimited Recourse Guaranty Agreement signed by John C. DiIorio, the Principal of 1<sup>st</sup> Alliance.

On October 5, 2018, both DECD and 1<sup>st</sup> Alliance modified the terms of the Mortgage (recorded 5-5-2020). In the Modification, 1<sup>st</sup> Alliance executed a new \$1.5 million Promissory Note and DECD discharged the original \$6 million Note. Article 4 of the Mortgage Modification Agreement states “The Mortgagor agrees that the Mortgagor shall not sell the property for less than \$300,000.00 unless Mortgagor shall pay the sum of \$300,000 to Mortgagee to release the lien of the Mortgage. All net sale proceeds shall be paid to the Mortgagee up to the full amount remaining on the 2018 Note.” The Guaranty remained in place.

The Property was listed for sale on 9-09-2019 with CR Premier Properties for \$379,000. The listing was withdrawn on 1-21-2020 and the listing subsequently expired on 3-10-2020. DECD reports there were no serious offers made on the Property.

In July of 2020, the Board of Finance of the Town of Putnam voted to approve the Putnam Redevelopment Authority to purchase of 88 Main St for \$225,000, with another \$25,000 for related expenses. This was opposite an earlier vote by the Planning Commission that voted not to endorse purchasing the property. The Planning Commission’s action then prompted a Special Town Meeting

permitting the local electors to vote on the proposed acquisition. The voting was conducted on 9-10-2020. The acquisition did not garner approval.

ICB Enterprise Initiative, LLC (ICB), formed in 2012, is owner of four commercial properties in Putnam, including the abutting 76-80 Main Street (purchased in June 2020 for \$25,000). DECD reports that ICB contacted DECD regarding a potential purchase of the property.

Staff inquired with DECD regarding the following:

- Does DECD seek FOIA protections during the SPRB review of this Proposal? If yes, please provide the statutes providing DECD such protections.  
DECD Response: DECD is not seeking FOIA protections during the SPRB review of this Proposal.  
Staff Response: OK
- Please clarify if the existing Declaration of Restrictive Use Covenant, placed on the property by then-owner Dexter Properties, LLC in 2012 (the property must be utilized for mixed used development, expiring in 2022), to facilitate a DECD Grant with the Town of Putnam, conflicts with the language in CGS 32-228(d) requiring the property be utilized “for manufacturing or other economic base business or for business support services” Should DECD prepare a separate Deed releasing the Declaration of Restrictive Use Covenant?  
DECD Response: DECD will release the Declaration of Restrictive Covenant. This covenant was placed on the property due to small cities funding provided to the town’s façade program. This sales agreement provides a 10 year period to prevent the use of the building except as CGS 32-228(d) and the fact that the Town’s zoning laws are for the stated purposes only.  
Staff Response: OK
- Do DECD statutes, or policy/regulations, require the Office of the Attorney General to approve of a Deed in Lieu of Foreclosure? Has a sample Deed been prepared and reviewed by the AG? Is DECD prepared to convey the property to ICB within one week of the execution of the Deed in Lieu of Foreclosure, conveying the property to the State, as required by CGS 32-228(d)?  
DECD Response: We have been working with the Attorney’s General and have attached the Deed in Lieu of Foreclosure and the Quit Claim Deed in which the Attorney General has asked for all agencies to sign. The plan is for DECD to own the property for about 1 hour during the closing, that’s it.  
Staff Response: The attached Quit Claim Deed has Signature Blocks for SPRB, DAS and OPM, which I believe don’t belong in the Deed as their approvals are all in the Purchase and Sale Agreement. Additionally, the attached QC Deed differs from the draft QC Deed in the Purchase and Sale Agreement, as only DECD and AG are in the Purchase and Sale Agreement.  
DECD Response: The Attorney General’s Office has requested that there be a sign off for all the agencies involved for the Deed-in-Lieu and the Quit Claim Deed, so that down the road if anyone looks at this transaction, it is transparent that all the agencies were aware of what happened.  
Staff Response: OK

In the Deed in Lieu of Foreclosure Mr. DiIorio’s name is misspelled. Additionally, they have Signature Blocks for SPRB, DAS and OPM, which I believe don’t belong in the Deed. I believe only DECD and AG should be signatories.

DECD Response: I will correct the Name and insert the 10 years and get them back to you.

- In the DECD email to Paul Hinsch at OPM you state the negotiated sale price of the property was based on the tax assessment of the property. The assessment, as of 10-1-2019, is \$269,800. Please clarify the difference between the negotiated \$225,000 sale price and DECD’s statement regarding is price was based on the assessment.  
DECD Response: DECD and the Company have been at this for 2 years and the assessment at the time that we started was \$230,000. The Company had the property for sale at a price north of

\$300,000 and had no takers. DECD working with the Town had several parties interested but only one offer for \$225,000. Because the building is not finished on the inside, the sale price was off from any appraised or assessment price.

Staff Response: The assessment in 2018 was \$183,200. OK

- Has ICB received their mortgage commitment contemplated in Article 8(B) of the Purchase and Sale Agreement?

DECD Response: There will be no mortgage commitment, the buyer has cash to purchase the property

Staff Response: OK

- Please clarify if the draft Quit Claim Deed conveying the property to ICB should be amended to specifically incorporate the language contained Article 10 (f) of the Purchase and Sale Agreement. In light of CGS 32-228(d), is there a sunset for the provision that the property be utilized “for manufacturing or other economic base business or for business support services” or are future owners of the property subject to the use restrictions?

DECD Response: There will be a 10 year commitment on the property and is incorporated into the Quit Claim Deed.

Staff Response: The Quit Claim Deed included in the Purchase and Sale Agreement does not include any references to the 10-yr commitment to comport with CGS 32-228(d). In the attached QC Deed there is no explicit reference to the 10-year commitment. This should be corrected prior to conveyance.

DECD Response: I will correct the Name and insert the 10 years and get them back to you.

- Please clarify if DECD anticipates receiving a \$300,000 payment from 1<sup>st</sup> Alliance pursuant to Article 4 of the 2018 Mortgage Modification Agreement. Or, is that requirement waived as DECD will take title by Deed in Lieu of Foreclosure?

DECD Response: This is a business decision resting with DECD, however the Company is out of business in the State of CT and has no other assets, DECD has already recovered a small partial of the loan by selling the office equipment.

Staff Response: OK

- Please clarify if DECD will enforce Article 5(v) of the Unlimited Recourse Guaranty Agreement, signed by John C. DiIorio, that requires the Mortgagor to pay all outstanding principal, interest and fees upon DECD’s executing of the Deed in Lieu of Foreclosure. What is the outstanding balance of the Mortgage with DECD? Will 1<sup>st</sup> Alliance/DiIorio be required to pay unpaid real estate taxes on the Grand Lists of 2018 and 2019 (approximately \$12,067)

DECD Response: There are no expectations that the owners would pay for the real estate taxes, see section 3b to the sales agreement re the buyer buying to the current taxes (October 1 with taxes payable in July 1, 2020 and January 2021). Mr. DiIorio was released previously upon prepayment of \$2,000,000.

Staff Response: Article 3(b)(iv) of the Purchase and Sale Agreement states ‘current property taxes’ but does not reference any ‘past property taxes.’ This should be clarified by DECD. Additionally, Article 7 of the Purchase and Sale Agreement states “Adjustments. There shall be no adjustments for real estate taxes, fuel, water electricity, sewer and other charges, credits and the like on the Closing Date.” Typically, these are monies paid to the Grantor at closing for pre-paid expenses including real estate tax installments (Jul/Jan) for months remaining before the next installment due, or for fuel oil remaining in a tank. A literal reading of ‘no adjustments’ can work in the reverse whereas the Grantee will accept responsibility for the taxes. Again, this should be clarified by DECD.

DECD Response: The Company that owns the property is still responsible for paying the taxes, the new owners will only pick up once they take control of the building.

**RECOMMENDATION:** Staff recommends that the Board **approve** the Purchase and Sale Agreement to the Buyer in the amount of \$225,000 for the following reasons:

- The Agreement was approved by DAS Deputy Commissioner Petra on January 11, 2021 and OPM Deputy Secretary Diamantis on February 10, 2021.
- The Agreement comports with DECD Statutes.

**Sec. 32-228. Sale, exchange or lease of real property under custody and control of the Department of Economic and Community Development.** (d) The Commissioner of Economic and Community Development may, with the approval of the Commissioner of Administrative Services, the Secretary of the Office of Policy and Management and the State Properties Review Board: (1) Enter into a contract to purchase, lease or hold any real property, other than property owned by the state or made available by the federal government, if the commissioner has entered into a contract to sell, exchange or lease such property to another person who will utilize such property for manufacturing or other economic base business or for business support services, provided such sale or lease shall close not later than one week after the commissioner purchases, leases, holds or otherwise acquires such property and further provided such contract shall provide that the transferor shall be liable for any costs associated with remediation of environmental contamination of such real property; and (2) sell, exchange or lease any real property acquired by the commissioner under subdivision (1) of this subsection. The commissioner shall require, as a condition of any sale, exchange, lease or agreement entered into pursuant to subdivision (2) of this subsection, that such real property be used primarily for manufacturing or other economic base business or for business support services. No such land may be sold, exchanged or leased by the commissioner under subdivision (2) of this subsection without prior consultation with each municipality in which such real property is located, provided any person who leases such property from the commissioner under this subsection shall be liable to the municipality for any tax due under chapter 203 as if such lessee were the owner of such property. The transferor shall be liable for any costs associated with remediation of environmental contamination of any property which the Commissioner of Economic and Community Development proposes to acquire under this section provided, in the case of a property to be subsequently sold by the commissioner under this section, the commissioner may enter into a contract with the subsequent transferee under which the transferee shall be liable for such costs.

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

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

<i>PRB #</i>	<b>21-007</b>
<i>Origin/Client:</i>	DCS/DOE
<i>Transaction/Contract Type</i>	AE / ARC Services Contract
<i>Project Number</i>	BI-RT-889
<i>Contract</i>	BI-RT-889-ARC
<i>Consultant:</i>	JCJ Architecture, PC
<i>Property</i>	Bridgeport, Palisade Ave (500)
<i>Project purpose:</i>	New Bullard-Havens Technical High School
<i>Item Purpose</i>	New Consultant Contract

Ms. Cosgrove and Mr. McClure of DAS/DCS joined the meeting at 9:35 to participate in the review of this Proposal. Both left the meeting at 10:15.

PROPOSED AMOUNT: \$5,187,354

Project Background:

The Architect will provide all design discipline services to the DAS/CS in support of the Bullard

Havens Technical High School located at 500 Palisade Avenue, Bridgeport, CT.

The Architect shall design and create complete and accurate contract documents for a completely new technical high school at the existing Bullard Havens THS site.

Construction of a new +/- 260,000 gross sf facility on the current site to accommodate 13 separate shop programs, plus associated classrooms and theory rooms, per the Educational Specifications (ED Spec). New construction will also include a field house, bus garage, and new ball fields per ED Spec, and construction of storage and out-buildings to provide ancillary space as described in the ED Spec and building program.

This project includes the demolition of the existing buildings on the site: "A" Building consisting of classrooms, the "B" building consisting of shop/lab/classroom spaces, and the "C" Building, consisting of shop/storage spaces in their entirety.

Project delivery will be a Construction Manager at Risk (CMR). The Site is within a residential area. Hazardous materials abatement will be required.

The existing building will remain occupied during construction and school functions must not be interrupted.

The project will meet CT High Performance Building requirements.

The architect is required to design in accordance with the school construction standards established by the Office of School Construction Grants and Review (OSCGR).

The project will meet FM Global standards as well as current Connecticut State Building/Fire Safety Code and other state agency (DAS, DEEP, DPH) & utility company requirements. The Authority Having Jurisdiction will be Connecticut Office of the State Building Inspector (OSBI) / Office of the State Fire Marshal (OSFM). The project will be reviewed by the OSCGR.

In May 2020 DAS/DCS ("DCS") issued a Request for Qualifications for Architect/Engineer (A/E) Consultant Services related to the Construction Manager at Risk project – Bullard-Havens Technical High School in Bridgeport. DCS elicited 14 responses to the advertisement of which all submittals were considered "responsive". DCS then proceeded to review the submittals and after the completion of the internal review process, five (5) firms were selected for short-listed interviews. These firms were as follows, TSKP Studio, LLC, Moser Pilon Nelson, Architects, LLC, JCJ Architecture, PC, Quisenberry Arcari Malik, LLC, and Kaestle Boos 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 JCJ Architecture, PC ("JCJ") as the most qualified firm.

This contract is for Architect/Engineer Consultant Design Team Services for the Construction Manager at Risk project – Bullard-Havens Technical High School in Bridgeport with the completion of a pre-design study consisting of three design concepts/pre-design layouts for consideration and approval by DAS, OSCGR and CTECS. Upon selection of the pre-design, the consultant will continue through the initiation of a schematic design phase through the construction document phase, bidding and the subsequent completion of construction. The overall construction and total project budget have been established at **\$95,580,000** and **\$135,000,194** respectively. DCS confirmed bond funding is available. The current legislative authorization for this project has \$27,331,000 for Total Project Costs.

The overall compensation rate for this basic service is \$4,573,722 with an additional \$613,632 for special services, for a total fee of **\$5,187,354**. The contract includes an additional \$30,000 for A/E Design and Construction Phase Contingency.

<b>JCJ Basic Service Fee (#21-007)</b>	ARC Base Fees (\$)	Special Services	Total Fee	Construction Budget (\$)	% of Budget
Schematic Design Phase	\$693,533				
Design Development Phase	\$923,545				
Construction Document Phase	\$1,371,066				
Bidding and Review Phase	\$226,512				
Construction Administration Phase	<u>\$1,359,066</u>				
<b>TOTAL BASIC SERVICE FEE (#21-007) (A)</b>	\$4,573,722			\$95,580,000	4.79%
<b>JCJ Special Services Fee (#21-007)</b>					
Pre-Design (3 concept plans)		\$50,000			
Boundry/Topo/Wetlands Survey		\$15,400			
Geotechnical Services		\$60,445			
Special Inspection Services		\$8,800			
Acoustical Engineering Consultant		\$21,945			
Civil Engineering Supplemental Services		\$48,400			
Electronic/Audio Visual Services		\$41,635			
HAZMAT & Environmental Cons. Svs.		\$214,027			
Kitchen/Food Service Design Consultant		\$73,480			
Security/Telecom/Data Design Consultant		\$49,500			
Design Allowance/contingency		<u>\$30,000</u>			
<b>TOTAL SPECIAL SERVICE FEE (#21-007) (B)</b>		\$613,632			
<b>TOTAL FEE ( PRB #21-007) (A)+ (B)</b>			\$5,187,354	\$95,580,000	5.43%

- The May 2020 RFQ elicited 14 responses. The Selection Panel interviewed five firms and ultimately recommended the appointment of JCJ Architecture, PC (JCJ). The selection was approved by Deputy Commissioner Petra on 12/7/2020.
- JCJ is located in Hartford. This firm was established in 1975 and became JCJ Architecture in 2005. JCJ has 117 employees which includes 42 registered Architects. JCJ is operating under its corporate license No. ARC.0000442. The license is valid until 07/31/2021.
- Ames & Gough reported that over the past 5 years JCJ has been exposed to one general liability or professional liability claims, which was closed. The claim was not involved with State projects
- The submittal is accompanied by a Consulting Agreement Affidavit notarized on 1/07/21.

Staff inquired with DCS regarding the following issues:

1. DAS/DCS Form 1105 for this new Project was initiated by CTHS Superintendent of Schools on September 1, 2018. Please clarify what transpired between April 23, 2018 (approval #18-049) and September 1, 2018 that ultimately led to the termination of the prior renovation project.

**DCS Response:** OSCGR requested the development of an Educational Specification (ED SPEC) for the comprehensive planning of the entire Bullard Havens Technical High School and provide a space program to accompany and support the Educational Specifications.

The ED SPEC was prepared by Northeast Collaborative in conjunction with CTTECHS and OSCGR.

OSCGR - the original project was proposed to be an alteration of the "A" building only, which is an existing 3 story 1970's era facility currently used primarily as classroom and administrative space, with an underutilized school nurse/community health component and two large non-useable assembly spaces. The original project did not adequately address the primary functional problem of this school, which was the long-term viability of the existing shop spaces. It was economically infeasible to commit state funding to a project that did not fully address both the deferred maintenance issues and all of the programmatic issues at this site, including the technical shop learning environments, administrative requirements, exterior site improvements including unusable ball fields, tennis courts and running track, and ongoing problems with existing out-buildings, grandstand, and bus garage.

As a result of enrollment number, program viability, unusable condemned, and eliminating outside use of the building, OSCGR deemed the need for new school construction for the entire Bullard Havens Technical High School. OSCGR elected to cancel the original project (BI-RT-880) which consisted of a gut renovation of Building A, ball fields and ancillary buildings and create a new project (BI-RT-889) for construction of a brand-new school in its entirety, new ballfields, and ancillary buildings.

After consultation with Attorney General's Office, readvertisement for design consultant services was required due to the material and substantial change in the scope of work. As a result, DAS provided formal notification to Northeast Collaboratives canceling the project prior to advertisement for design consultants for the new project. Project was canceled by OSCGR at the 50% schematic design phase.

Staff Response: OK

2. What services were provided under previous approvals – PRB 17-202 and PRB 18-049?

DCS Response: The following services were provided for PRB 17-202: Preparation of Study, Schematic Design Phase Services, HAZ MAT Report, Geotech Report, Phase 1 Environmental Study, Property Survey, and Wetlands Report. The following services were provided for PRB 18-049: The ED SPEC, Space Program, and building utilization and suitability.

Staff Response: OK

- a. How much of the approved \$4,539,795 Consultant Fees were expended and what stage of design was completed?

DCS Response: Approximately \$540K of cost were incurred. Exact values can be provided upon request. The Architect completed 50% schematic design phase.

Staff Response: OK

- b. Provide a list of deliverables and cost incurred by each consultants under these approvals

DCS Response: Deliverables: Study, HAZ MAT Report, Geotech Report, Phase 1 Environmental Study, Property Survey, Wetlands Report, 50% schematic design documents, and ED SPEC.

**Costs incurred by consultants**

\$ 5,074,000.00	A/E Fees Funding
\$ 102,000.00	Art Funding
<u>\$ 612,500.00</u>	DCS Fees Funding
\$ 5,788,500.00	Bonded PA 15-3 Sec. 2 (3)
\$ (96,659.00)	DCS Fees
\$ (6,232.60)	GZA GeoTech & Wetland Report Reviews
\$ (535,164.40)	NCA Schematic Design, Land Survey, Education Spec, Geo Tech
<u>\$ (1,750.00)</u>	SES Commissioning Services
\$ 5,148,694.00	Balance Remaining

Staff Response: OK

c. Are consultant contracts approved under these two proposals still active or cancelled?

DCS Response: For PRB 17-202 the contract was canceled per Noel Petra's Letter dated May 6, 2020 to Northeast Collaboratives, see attached. PRB 18-049 Services were rendered by Northeast Collaborative by issuance of the ED SPEC and Space Program.

Staff Response: OK

d. Is this project terminated?

DCS Response: The project was formally canceled by Connecticut State Department of Education form 7988 Notice of Project Cancellation, see attached.

Staff Response: Notice dated May 6, 2020, signed by DOE Chief of Engineering Services on August 31, 2020. OK

3. Why is DCS hiring two architects to perform certain tasks? Is JCJ not qualified to provide the services being provided by NCA?

DCS Response: DCS is only hiring/contracting with one Architect, that is JCJ. Yes, JCJ is qualified for this project. JCJ has hired Northeast Collaborative as a sub consultant, just like JCJ hired MEP and other subconsultants for base fee services. DCS considers Northeast Collaborative a subconsultant.

Staff Response: OK

4. NCA is not mentioned in the DCS contract with JCJ. What is the contractual relationship between JCJ and NCA?

DCS Response: DCS does not identify the names of subconsultants for base fee services, for example the MEP subconsultants are not identified either. Only special services consultants are identified. NCA's contractual relationship to JCJ is a subconsultant.

Staff Response: OK

5. Under Attachment 1 to the contract:

a. Pg. 1 of 12-II(C) – what is this language referencing?

DCS Response: With regard to provision Attachment 1, Article II.C. the language references the Architect's duty to understand those existing, specific and atypical conditions, e.g., the building will remain occupied, the need to maintain daily operations, or space limitations that will need to be addressed in plans and specifications for the successful execution of the work by the contractor. These conditions may require phasing, working off-hours, special security measures, etc. and it is the responsibility and duty of the architect, working with the project manager and client agency to identify such project specific conditions and develop plans and specifications that allow the project to be completed without issue caused by the conditions.

Staff Response: OK

b. Pg. 4 of 12 (E) – why pay the architect for “Reuse” of the plans? Doesn’t State own the plans/design?

**DCS Response:** Concerning Article V. E., while the State may “own” the documents and the building, under the Architectural Works Copyright Protection Act, the architect is the originator and holder of the copyright to the design and/or building. If such design is imitated or transcribed in whole or in part, infringement occurs. In addition, under C.G.S. Sec. 20-293, the working drawings and specifications prepared for a building and structure shall be stamped by the seal of the author of such drawings and specifications. No person can designate or imply that he or she is the author of working drawings or specifications unless he or she was in responsible charge of their preparation. To address both issues, if we are going to reuse the plans the State will pay a fee to the architect, essentially a license fee to use the copyrighted design, as well as a fee for any changes that may be required as determined by the Commissioner. Another architect, who is not the author of the working drawings and specifications, cannot make a few changes and place his or her stamp on the drawings and specifications. I am unaware of any instance in fourteen years where we wanted to reuse plans and specifications to build a duplicate building. It makes no sense to negotiate or pay a license fee or an assignment fee on every project. If we should ever decide to do so, the architect has agreed that the Commissioner will determine the reuse fee and the fee for any changes.

**Staff Response:** OK

6. On Form 1200, under section 3.4 - Interview Procedure - it says New Procedure for Ranking and Fees

**DCS Response:** Old procedure.

a. Provide what was the former procedure

7. 18	QBS Selection Interview Rating Criteria Categories:	The QBS Selection Panel shall conduct Selection Interviews with the Shortlisted Firms. At the end of all of the Selection Interviews, the Selection Panel shall “Rate” each of the Firms in accordance with the “Selection Interview Rating Criteria Categories” table below and create a “Certified List” of the three (3) “most highly qualified Firms” to be submitted to the Departments Director of Project Management for consideration.	
	Item No.	Selection Interview Rating Criteria Categories:	Max. Rating Points
	1	<b>Proposed Team’s Experience with Projects of Similar Size &amp; Scope as this Project</b> <i>(See 1212 QBS Submittal Booklet Requirements – Division 1 – Letter of Interest &amp; Narrative, Division 7 – CT 330 Part I, Sections D, E, F, &amp; G, and Division 8 – CT 330 Part II, Sections 8, 9, &amp; 10; and the Team’s Selection Interview Presentation)</i>	30
	2	<b>Proposed Team’s Approach to the Work Required for this Project</b> <i>(See 1212 QBS Submittal Booklet Requirements – Division 1 Letter of Interest &amp; Narrative, and the Team’s Selection Interview Presentation)</i>	30
	3	<b>Proposed Team’s Organizational Structure for this Project</b> <i>(See 1212 QBS Submittal Booklet Requirements – Division 7 – CT 330 Part I, Sections D, E, F, and G; and the Team’s Selection Interview Presentation)</i>	20
	4	<b>Prime Firm’s Past Performance Record with State &amp; Other Clients</b> <i>[RCSA 4-134e-8(c)]  (Including, but not limited to, Control of Costs, Quality of Work, Conformance with Program, Cooperation with Client, and Supervision of Construction)  (See 1212 QBS Submittal Booklet Requirements – Division 7 – CT 330 Part I, Sections E, F, I, &amp; J; Active (past 5 years) DAS/CS Consultant Performance Evaluations; Prime Firm’s Reference Checks; and the Team’s Selection Interview Presentation)</i>	20
<b>Maximum Total Possible Rating Points per Selection Panel Member:</b>			<b>100</b>
<b>Three (3) Member Selection Panel - Maximum Total Possible Rating Points:</b>			<b>300</b>
<b>Five (5) Member Selection Panel - Maximum Total Possible Rating Points:</b>			<b>500</b>

New procedure.

**3. QBS Longlist, Shortlist, Interview, and Fee Proposal Procedures**

**3.4 Interview Procedure (Selection):**

- Shortlisted firms will be invited to attend a **mandatory site visit, scope meeting, and interview**. Each firm's Interview presentation will be evaluated by the QBS Selection Panel in accordance with the following "Selection Interview Rating Criteria Categories":
  - Selection Interview Rating Criteria Categories**
    - Proposed Team's Experience With Projects Of Similar Size & Scope As This Project
    - Proposed Team's Approach To The Work Required For This Project
    - Proposed Team's Organizational Structure and Availability For This Project
    - Prime Firm's Geographic Proximity To & Familiarity With The Area In Which The Project Is Located
    - Proposed Team's Relevant Knowledge Of Connecticut Building & Fire Codes
  - NEW PROCEDURE – RANKING:** No "Rating Points" will be assigned per category. In the place of Rating Points, the QBS Selection Panel will independently "rank" each of the Consultant Teams on a scale of 1<sup>st</sup> (most qualified for this Contract) to 5<sup>th</sup> (least qualified for this Contract) at the conclusion of all Interviews.
  - NEW PROCEDURE – CONSULTANT SERVICES FEE PROPOSAL:** The top three most qualified firms will be notified and required to submit a "Consultant Services Fee Proposal" within ten (10) calendar days of the notification. Details will be included in the notification.
  - The DAS/CS Policy & Procurement Unit will create a "Certified List" of the most highly qualified firms and, along with the total volume of work awarded to each firm in the previous five years\* and the Consultant Services Fee Proposals, will furnish a "Selection Approval Memorandum" to the DAS Deputy Commissioner or his delegated individual for his review and approval. . . (\*NOTE: In order to achieve an equitable distribution of contracts, the Deputy Commissioner or his delegated individual may utilize the total volume of work to determine the final selection of the most qualified firm.)

**3.5 Conditional Selection Procedure:**

- The DAS/CS Policy & Procurement Unit will email the selected firm a "Conditional Selection Notification Letter" which will provide instructions regarding additional information that must be submitted for the processing of its contract.

Staff Response:

b. When was this new procedure implemented and is this for all the selections across the board?

DCS Response: This was the first project this New Ranking and Fee Proposal was Implemented. At this time, these processes will only be applicable for Architectural/Engineering and Construction Administration contracts.

Staff Response: OK

c. Why was this new procedure implemented?

DCS Response: The new ranking procedure provides a more accurate and consistent way of determining the 3 most highly qualified firms, and less subject to the vagaries of disparate scores among panelists in one or more rating categories.

New Fee Proposal Procedure: In the past once a first-place firms have been determined; Project Management would enter into Contract Negotiations with the firm. If DAS/CS could not agree on an acceptable Fee and scope of work, it ~~and~~ would then have to go to the next highest ranked firm and hope that the 2<sup>nd</sup> ranked firm had not already reassigned/committed the previously proposed staff to another project. The current fee proposal process requires each firm to submit proposals simultaneously, with scope reviews of each firm to follow. This allows for competitive proposals and a process that results in a best value selection. To date we have found a significant savings by negotiating with the highest ranked firms before actual contract signing. The fee, in addition, is not based upon a percentage guideline but a competitive proposal comparison.

Staff Response: OK

7. PI provide Screening scoring for all the 14 firms reviewed.

DCS Response: Please see attached Screening Rating Calculation Spreadsheet for the above project.

Staff Response: OK

8. PA 15-3, Section 1(3) provides authorization for \$27,331,000. Please clarify if there is proposed legislation authorizing additional funding to cover the total costs of this Project and when and how much funding was authorized by the Bond Commission.

**DCS Response:** KOSTA DIAMANTIS TO PROVIDE A FORMAL ANSWER AS A FOLLOW UP TO HIS PHONE CONVERSATION WITH DIMPLE DESAI ON 2/22/21 WITHIN THE NEXT OR TWO.

**Staff Response:** Have sufficient funds for this proposal. Usually the construction funds will come later when the prices are finalized. OK

**RECOMMENDATION:** Staff recommends **APPROVAL** of this consultant contract in the amount of \$5,187,354, of which \$4,573,722 is for basic services and an additional \$613,632 for special services. The A/E basic fee of 4.79% of construction cost is within the DCS guideline of 5.0%.

**PRB #** 21-010  
**Origin/Client:** DCS/DCS  
**Transaction/Contract Type** AE / MBE Civil Engineer Capital Projects On-Call Contracts  
**Contract:** OC-DCS-MBE-CIV-0016  
**Consultant:** GM2 Associates, Inc.  
**Item Purpose:** New On-Call Contract

**PRB #** 21-011  
**Origin/Client:** DCS/DCS  
**Transaction/Contract Type** AE / MBE Civil Engineer Capital Projects On-Call Contracts  
**Contract:** OC-DCS-MBE-CIV-0017  
**Consultant:** Freeman Companies, LLC  
**Item Purpose:** New On-Call Contract

**PRB #** 21-012  
**Origin/Client:** DCS/DCS  
**Transaction/Contract Type** AE / MBE Civil Engineer Capital Projects On-Call Contracts  
**Contract:** OC-DCS-MBE-CIV-0018  
**Consultant:** Diversified Technology Consultants  
**Item Purpose:** New On-Call Contract

This is the 4<sup>th</sup> series of On-Call MBE Civil Engineering Capital Projects Contracts awarded by the Department of Construction Services (“DCS”) since 2014. The prior On-Call Contract expired 12-15-2020, had a maximum total cumulative fee of \$500,000 per contract. The On-Call Contract was utilized on DCS projects with construction budgets of up to two million dollars (\$2,000,000). Five Consultants were approved under the 3<sup>rd</sup> Series.

Under this Proposal DCS seeks the Board’s approval of the 4<sup>th</sup> Series of the On-Call Contract that has a maximum total cumulative fee of \$500,000 per contract and a common expiration date of 5/31/2023. The On-Call Contract can be utilized on DCS projects with construction budgets of up to five million dollars (\$5,000,000).

DAS/DCS has made some revisions to the contract for this series to include:

- Section G - by adding “Notwithstanding the preceding sentence, a pre-approved hourly rate shall not exceed a reasonable rate, as determined by the Commissioner, taking into consideration the skills and experience of the person providing the services.” and
- Addition of Exhibit A to include the Consultant’s hourly rates.

Changes to the RFQ included the following:

- Increased the maximum construction budget to \$5,000,000 from \$2,000,000.

A Request for Qualifications (RFQ) for the consultant services was released on October 8, 2020 and elicited seven (7) responses. Three Respondents were disqualified with the remaining four Respondents interviewed. The State Selection Panel consisted of three members and rated each firm based upon a weighted ranking system.

At the completion of the State Selection Panel process; DCS Management Team reviewed the results and recommended the approval of three firms under this series. The selection of the three firms was approved by DAS Deputy Commissioner Petra on 12-09-2020.

This proposal before the SPRB is for review and approval of the following three firms under this series.

**PRB 21-010 - GM2 Associates, Inc. (GM2)** originally established in 1988. GM2 has a local staff of 75 employees including 9 civil engineers and 30 engineer design professionals for various disciplines. DCS reports GM2 was awarded 3 contracts over the past five years with \$572,870 total volume of work. GM2 has been awarded the following contracts over the past two years:

- 19-159 – OC-DCS-CA-0030 (time extension)
- 19-165 – OC-DCS-CA-0036 (time extension)
- 18-182 – OC-DCS-MBE-CIV-0014 (\$500,000 max)
- Informal – Task Letter #1 – MXCC Site Improvements Phase II - \$89,500.

GM2 will be operating under its Professional Engineering Corporation License (**PEC.0000708**) with the CT State DCP which is active until 2/9/2022. Smith Brothers Insurance, LLC reported that GM2 has not been exposed to any professional policy or liability loss or claim during the past 5 years. GM2 scored a total of 296 out of a possible 320 points.

**PRB 21-011 - Freeman Companies, LLC (FCL)** originally established in 2009. FCL has a local staff of 43 employees including 7 civil engineers and 11 surveyors and 5 engineers for various disciplines. DCS reports FCL was awarded 4 contracts over the past five years with \$583,271 total volume of work. FCL has been awarded the following contracts over the past two years:

- 18-183 – OC-DCS-MBE-CIV-0015 (\$500,000 max)
- 18-152 – Task Letter #2B, Pre-design study 10 Clinton St Demo (\$60,230)

FCL will be operating under its Joint Practice License for Architecture, Surveying and Engineering (**JPC#.0000109**) which is active until 4/30/2021. Smith Brothers Insurance, LLC reported that FCL has not incurred any general liability or professional policy losses or claims during the past 5 years. FCL scored a total of 286 out of a possible 320 points.

**PRB 21-012 - Diversified Technology Consultants, Inc. (DTC)** originally established in 1979. DTC has a local staff of 51 employees including 7 civil engineers and 4 engineer design professionals for various disciplines. DCS reports DTC was awarded 10 contracts over the past five years with \$700,000 total volume of work. DTC has been awarded the following contracts over the past two years:

- 20-103 – OC-DCS-CAm-0009 (\$500,000 max)
- 19-184 – OC-DCS-ENGY-0028 (\$300,000 max)
- 18-180 – OC-DCS-MBE-CIV-0012 (\$500,000 max)

DTC will be operating under its Professional Engineering Corporation License (**PEC.0000234**) with the CT State DCP which is active until 12/13/2021. Smith Brothers Insurance, LLC reported that DTC has been exposed to one professional policy or liability loss or claim during the past 5 years and that it remains open. It was not determined if it was related to a project with the State of Connecticut. DTC scored a total of 270 out of a possible 320 points.

A summary of the Consultants' professional fee schedule is as follows:

Labor Category	Per hour
Principal in Charge	\$200
Project Manager	\$165
Senior Engineer	\$135
Engineer	\$115
Senior Designer	\$125
Designer	\$100
Field Engineer	\$95
CAD/BIM Operator	\$75
Administrative	\$60
Licensed Land Surveyor	\$135
Survey Crew – 1 person	\$120
Survey Crew – 2 person	\$170
Survey Crew – 3 person	\$205
Staff Surveyor	\$110
Survey Technician	\$100

Staff inquired with DCS regarding the following issues:

1. Under the 2018 RFQ for OC-DCS-MBE-CIV-0012, 0014 and 0015, it was advertised that the On-Call Contracts were for Projects with construction budgets of \$2 million, or less. Under the October 2020 RFQ for OC-DCS-MBE-CIV-0016, 0017 and 0018, the RFQ stated the On-Call Contracts were for Projects with a construction budget of \$5 million, or less. And, in the DCS Memo to SPRB it states "Such projects will have a construction budget of \$2 million or less."

Please clarify what the threshold is for construction budgets eligible for the use of On-Call Contracts.

DCS Response: When we converted to online RFQ's in CTsource, we did away with specific RFQ's for the MBE-CIV and MBE-ARC, having one form (1300) for all RFQ's. This meant that same definition of capital projects will apply across the board, i.e., projects with budgets of \$5M or less. We can revise the SPRB Memo to reflect the appropriate threshold amount.

Staff Response: I believe \$5.0 million threshold is high for this, no?

DCS Response: The definition of capital projects is \$5M or less. DAS can assess whether a given project based on size, scope and complexity is more appropriate for the CIV ENG on call vs. the MBE-CIV on-call. Given that the maximum dollar value of this series of on-call contract remains the same, it constitutes a de facto limitation on the project construction budget for which this contract may be utilized when the MBE-CIV is the prime design professional. There may be situations, moreover, when the MBE-CIV may be utilized on larger project, not as the prime, but to address a particular civil engineering issue. I do not think we would want the capital project limit to act as an artificial restraint on the firm providing services as a non-prime consultant. Moreover, all of the firms on the current proposed list have experience with larger scale projects. For these reasons, and to expand possible opportunities for these firms, I would leave it as projects of \$5M or less.

Staff Response: OK.

2. Please provide the Task Logs for OC-DCS-MBE-CIV-0012, 0014 and 0015

Staff Response: DCS provided. OK.

**RECOMMENDATION** – Staff recommend **APPROVAL** of the three On-Call Contracts that have a maximum total cumulative fee of \$500,000 per contract and a common expiration date of 5/31/2023.

- All four Firms have submitted notarized OPM Form 1 and Form 5 affidavits.

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UPDATE – SEPTEMBER 24, 2019

At its December 27, 2018 Board Meeting, the Board approved the following contracts:

18-179, Zuvic, Carr and Associates, Inc.- OC-DCS-MBE-CIV-0011  
18-180, Diversified Technology Consultants - OC-DCS-MBE-CIV-0012  
18-182, GM2 Associates, Inc. - OC-DCS-MBE-CIV-0014

At its meeting held on October 15, 2018, the State Properties Review Board voted to suspend the following file, 18-183, Freeman Companies, LLC - OC-DCS-MBE-CIV-0015, pending further clarification regarding:

1. If the \$250 political contribution to ‘Urban Progression PAC’ in July 2017 made by Rohan Freeman, President of Freeman Companies, LLC, was in compliance with CGS §9-612(g)(2).

DAS/DCS has provided the Board with SEEC File No. 2019-098, approved by SEEC on September 9, 2019, regarding the outcome of the SEEC investigation of the Respondent’s (Rohan A. Freeman) July 2017 \$250 contribution to the ‘Urban Progression PAC.’ Paragraph 8 of the *Agreement Containing Consent Order* confirms that “Respondent, as the principal of a state contractor, made a single prohibited contribution in the amount of \$250 to Urban Progression PAC, a political committee that was authorized to make contributions to statewide candidates.” And in Paragraph 9, the “Commission concludes therefore that Respondent’s \$250 contribution to Urban Progression PAC was in violation of CGS §9-612.”

The SEEC, in paragraph 17 of the Agreement, concludes that “these mitigating circumstances concerning the violation by Respondent do not bar the state agencies and other entities covered by General Statutes §9-612 (f) from negotiating contracts or continuing their existing contract obligations with the Company and those state agencies and entities may exercise their discretion consistent with their authority under that section.”

Given the time that has elapsed since this on-call contract was submitted to the Board, DCS has revised page 5 of the contract to change the termination date to 3/15/2021, from the initial 12/15/2020 date.

It is recommended that the Board **APPROVE** #18-183, OC-DCS-MBE-CIV-0015, for Freeman Companies, LLC with a \$500,000 maximum contract and 3/15/2021 termination date.

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December 20, 2018 Update:

At its meeting held on October 15, 2018, the State Properties Review Board voted to suspend this item, pending further clarification regarding:

1. If the \$250 political contribution to ‘Urban Progression PAC’ in July 2017 made by Rohan Freeman, President of Freeman Companies, LLC, was in compliance with CGS §9-612(g)(2).

2. If the \$300 political contribution to ‘Friends of Susan Exploratory Committee’ in December 2017 made by Eugene Chuang, President of Garg Consulting Services, Inc. was in compliance with CGS §9-612(g)(2).
3. Are there any consequences if the political contribution is not listed on the form?
  - **DCS Response:** At a 10-23-18 meeting between DAS and SPRB it was agreed that the Board will take whatever action deemed appropriate with regard to this question and issue.
4. Please provide a task log for each of the five consultants selected from prior on-call contract.
  - **DCS Response:** “This issue was addressed by DB in connection with the recent MBE-ARC On-call series and it was not a condition precedent to approval of those contracts. DAS will provide a copy of the requested task log to SPRB post-approval of the contracts in the series.
5. Should CT 330 Part II (pgs 1-6) for Joseph F. Pierz, AIA be included in this submission?
  - **DCS Response:** Pierz was a subconsultant to Diversified Technology Consultants and provided this information. DAS provided as it was part of Diversified’s submission.
6. Zuvic, Carr & Associates’ MBE Certificate expired on 9/23/18, pl provide a current certificate.
  - **DCS Response:** DAS provided current certificate.
7. Further clarification regarding the variance in hourly rates for these consultants as identified in the attached spreadsheet. Also, why are some hourly rates missing for certain job titles from consultants? Are they not required for the type of projects that they may bid on in the future?
  - DAS selects consultants based on qualifications. Each firm provides hourly rates to remain in effect through the duration of the contract. As the selection is quality based, and no rates are dictated by DAS, there are bound to be differences in rates for job titles. As most task letters re for a defined scope and work for a fixed fee, if a consultant’s proposal is too high DAS can select among other consultants.
  - DAS did approach one consultant about rates (Garg) and the consultant revised three hourly rates, identified in the following table:

Title	Revised	Original	Change
Project Manager	\$198	\$215	-7.91%
Project Engineer	\$170	\$180	-5.56%
Senior Engineer	\$170	\$158	7.59%

**RECOMMENDATION:**

It is recommended that the Board **APPROVE** #18-179 (Zuvic), #18-180 (Diversified) and #18-182 (GM2) for On-Call MBE Civil Engineer Consulting Contracts.

It is recommended that the Board continue **SUSPENSION** of #18-181 (Garg) and #18-183 until further clarification on campaign contributions.

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This is the 3<sup>rd</sup> series of On-Call MBE Civil Engineering Consulting Contracts awarded by the Department of Construction Services (“DCS”) since 2014. The On-Call Contract that is the subject of this memorandum has a maximum total cumulative fee of \$500,000 per contract and a common

expiration date of 12/15/2020. The On-Call Contract can be utilized on DCS projects with construction budgets of up to two million dollars (\$2,000,000).

DCS has made some minor revisions to the boilerplate contract for this series to include:

- Relocated *Antitrust Provision*;
- Expanded *Suspension of the Work*;
- Expanded *Termination of Contract*;
- Removal of language within *Executive Orders*; and
- Addition of *Notices* clause;

The remainder of the contract is similar to the previous contract terms and requirements under the 2016 agreements. The 1<sup>st</sup> series, awarded in 2014 to six consultants, had a term of 24 months and a maximum total cumulative fee of \$300,000/contract. The 2<sup>nd</sup> series, awarded in 2016 to four consultants, had a term of 24 months and a maximum total cumulative fee of \$500,000/contract. Four of the selected firms under this current 3<sup>rd</sup> series RFP were previously approved for the 2<sup>nd</sup> series *On-Call MBE Civil Engineer Consulting On-Call Contracts*. The fifth firm selected under this current 3<sup>rd</sup> series RFP was previously approved for the 1<sup>st</sup> series.

A Request for Qualifications (RFQ) for the consultant services was released on April 26, 2016 and elicited seven (7) responses. Two of the seven respondents were considered “unresponsive” to the submittal requirements and as such disqualified. Thereafter, the DCS selection panel began the process of evaluating and short-listing all five remaining proposals. The State Selection Panel consisted of three members and rated each firm based upon a weighted ranking system.

At the completion of the State Selection Panel process; DCS Management Team reviewed the results and recommended the approval of all five shortlisted firms under this series. This submittal is for SPRB review and approval of the following five firms under this series.

**PRB 18-179 - Zuvic, Carr and Associates, Inc. (ZCA)** was originally established in 1988. ZCA has a local staff of 20 employees including 4 civil engineers and 4 engineer design professionals for various disciplines. ZCA’s team includes three sub-consultants. The company has not been awarded an On-call Contract or formal contract with the DCS in the past two years.

ZCA will be operating under its Professional Engineering Corporation License (**PEC.0000731**) with the CT State DCP which is active until 9/14/2019. RSUI Group, Inc. reported that ZCA has been exposed to one professional policy or liability loss or claim during the past 5 years. DEEP was the Claimant. ZCA scored a total of 310 out of a possible 320 points and was identified as the most qualified firm.

**PRB 18-180 - Diversified Technology Consultants, Inc. (DTC)** originally established in 1979. DTC has a local staff of 52 employees including 10 civil engineers and 20 engineer design professionals for various disciplines. The company has been awarded two (2) On-call Contracts and has not been awarded a formal contract with the DCS in the past two years. DTC has been awarded the following contracts:

• Task Letter #1	DVA Cemetery Phase II Project	\$ 153,908	(#16-310)
• Task Letter #2	CJTS Campus Site Layout Project	\$ 36,000	(Informal)
• Task Letter #1A	DVA Cemetery Phase II Exp. Project	\$ 165,230	(Informal)
<b>TOTAL FEES TO DATE</b>		<b>\$ 355,138</b>	

DTC will be operating under its Professional Engineering Corporation License (**PEC.0000234**) with the CT State DCP which is active until 12/13/2018. Smith Brothers Insurance, LLC reported that DTC has been exposed to one professional policy or liability loss or claim during the past 5 years and that it is

closed. It was not determined if it was related to a project with the State of Connecticut. DTC scored a total of 304 out of a possible 320 points and was identified as one of the most qualified firms.

**PRB 18-181 - Garg Consulting Services, Inc. (GCS)** originally established in 1990. GCS has a local staff of 78 employees including 3 civil engineers and 18 engineer design professionals for various disciplines. The company has not been awarded an On-call Contract or formal contract with the DCS in the past two years.

GCS will be operating under its Professional Engineering Corporation License (**PEC.0000815**) with the CT State DCP which is active until 1/15/2019. Willis Towers Watson reported that GCS had no professional policy or liability loss or claims during the past 5 years. GCS scored a total of 301 out of a possible 320 points.

**PRB 18-182 - GM2 Associates, Inc. (GM2)** originally established in 1988. GM2 has a local staff of 66 employees including 7 civil engineers and 31 engineer design professionals for various disciplines. GM2 has been awarded the following contracts:

• Task Letter #1	NWCC Greenwood Hall Site Improv.	\$ 67,550 (Informal)
• Task Letter #1B	Bristol Tech Painting & Site Improv.	\$ 7,870 (Informal)
• Task Letter #2	61 Woodland Street ADA Project	\$ 48,500 (Informal)
• <u>Task Letter #3</u>	<u>Middlesex CC Paving &amp; Site Improv.</u>	<u>\$ 125,150 (Informal)</u>
<b>TOTAL FEES TO DATE</b>		<b>\$ 355,138</b>

GM2 will be operating under its Professional Engineering Corporation License (**PEC.0000708**) with the CT State DCP which is active until 2/9/2019. Smith Brothers Insurance, LLC reported that GM2 has not been exposed to any professional policy or liability loss or claim during the past 5 years. GM2 scored a total of 274 out of a possible 320 points and was identified as one of the most qualified firms.

**Freeman Companies, LLC (FCL)** originally established in 2009. FCL has a local staff of 36 employees including 6 civil engineers and 8+ surveying and construction professionals for various disciplines. The company has been awarded two (4) On-call Contracts and has not been awarded a formal contract with the DCS in the past two years. FCL has been awarded the following contracts:

• Task Letter #1	Gateway Campus Site Improvements Project	\$ 54,400 (Informal)
• Task Letter #2	10 Clinton Street Demolition Project	\$ 188,950 (#16-248)
• Task Letter #2A	10 Clinton Street Demolition Project	\$ 95,000 (#17-135)
• <u>Task Letter #2B</u>	<u>10 Clinton Street Demolition Project</u>	<u>\$ 60,230 (#18-152)</u>
<b>TOTAL FEES TO DATE</b>		<b>\$ 398,580</b>

FCL will be operating under its Joint Practice License for Architecture, Surveying and Engineering (**JPC#.0000109**) which is active until 4/30/2019. Smith Brothers Insurance, LLC reported that FCL has not incurred any general liability or professional policy losses or claims during the past 5 years. FCL scored a total of 245 out of a possible 320 points.

SPRB Staff had asked following questions regarding this new Task Letter 2B.

1. If the \$250 political contribution to 'Urban Progression PAC' in July 2017 made by Rohan Freeman, President of Freeman Companies, LLC, was in compliance with CGS §9-612(g)(2).
2. If the \$300 political contribution to 'Friends of Susan Exploratory Committee' in December 2017 made by Eugene Chuang, President of Garg Consulting Services, Inc. was in compliance with CGS §9-612(g)(2).
3. Are there any consequences if the political contribution is not listed on the form?
4. Please provide a task log for each of the five consultants selected from prior on-call contract.
5. Should CT 330 Part II (pgs 1-6) for Joseph F. Pierz, AIA be included in this submission?

6. Zuvic, Carr & Associates' MBE Certificate expired on 9/23/18, pl provide a current certificate.
7. How long these hourly rates are valid for? i.e. life of the contract?; they change every year?
8. Also, does DCS review the hourly rates for these consultants? There is a huge difference among consultants' hourly rates for different titles; for example - Hourly rate for PM for Garg consulting is very high; the spread for Staff Engineer/Survey Party Chief among consultants is high

**RECOMMENDATION:** Staff recommends to **SUSPEND** of this item until clarifications are provided to the above questions.

## 7. OTHER BUSINESS

Staff informed the Board that the AG has requested changes to an Amendment #1 to a Lease, approved by SPRB under PRB #20-211 to reflect a change in business entity from "Veterans of Foreign Wars of the United States" to "Department of Connecticut Veterans of Foreign Wars of the United States, Inc." The AG requested the change as well as addition of language to clarify the Leased Premises. The Board agreed unanimously to slip-sheet the changes requested by the AG, as moved by Mr. Valengavich and seconded by Mr. Berger.

## 8. VOTES ON PRB FILE:

**PRB FILE #21-020** – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #21-020. The motion passed unanimously.

**PRB FILE #21-007** – Mr. Valengavich moved and Mr. Halpert seconded a motion to approve PRB FILE #21-007. The motion passed unanimously.

**PRB FILES #21-010, #21-011, & #21-012** – Mr. Halpert moved and Mr. Berger seconded a motion to approve PRB FILES #21-010, #21-011, & #21-012. The motion passed unanimously.

## 9. NEXT MEETING – Monday, March 1, 2021.

The meeting adjourned.

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