

## STATE PROPERTIES REVIEW BOARD

### Minutes of Meeting Held On October 12, 2023

– solely by means of electronic equipment - via telephone conference –

Pursuant to CGS §1-225a, the State Properties Review Board conducted a Regular Meeting at 9:30AM on October 12, 2023. Pursuant to the statute, this Meeting was held solely by means of electronic equipment, with Participants connecting via telephone conference at (860)-840-2075 and used passcode 284890492#.

The Notice provided designated this Regular Meeting as open to the public. Call in instruction were provided as: Dial toll free (860)-840-2075 and use passcode 284890492#. If you have any questions or need assistance to attend these Meetings, you can contact SPRB Director Dimple Desai at [dimple.desai@ct.gov](mailto:dimple.desai@ct.gov) to make appropriate arrangements.

#### **Members Present – solely by means of electronic equipment:**

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

#### **Members Absent:**

#### **Staff Present – solely by means of electronic equipment:**

Dimple Desai  
Thomas Jerram

#### **Guests Present – solely by means of electronic equipment:**

Jenna Padula, Esq. – DAS-CS  
David Barkin, AIA DAS-CS

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 October 10, 2023 Meeting. The motion passed unanimously.

#### **2. COMMUNICATIONS**

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

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

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

## 6. ARCHITECT-ENGINEER - NEW BUSINESS

**PRB #** 23-172  
**Origin/Client:** DAS/DAS  
**Transaction/Contract Type** AE/ On-Call NEPA/CEPA Environmental Assessment and Master Planning Contract  
**Contract:** OC-DCS-EPA-PLN-0001  
**Consultant:** GZA GeoEnvironmental, Inc.  
**Item Purpose:** New On-Call Consultant Contracts

**PRB #** 23-173  
**Origin/Client:** DAS/DAS  
**Transaction/Contract Type** AE/ On-Call NEPA/CEPA Environmental Assessment and Master Planning Contract  
**Contract:** OC-DCS-EPA-PLN-0002  
**Consultant:** SLR International Corporation  
**Item Purpose:** New On-Call Consultant Contracts

**PRB #** 23-174  
**Origin/Client:** DAS/DAS  
**Transaction/Contract Type** AE/ On-Call NEPA/CEPA Environmental Assessment and Master Planning Contract  
**Contract:** OC-DCS-EPA-PLN-0003  
**Consultant:** Fitzgerald & Halliday, Inc.  
**Item Purpose:** New On-Call Consultant Contracts

This is the 1<sup>st</sup> series of On-Call NEPA/CEPA Environmental Assessment and Master Planning Contract (“EPA-PLN”) awarded by the Department of Administrative (“DAS”). This series of On-Call Contracts was developed for On-Call Capital Projects are defined as project having a total construction budget of \$5,000,000 or less. The three (3) On-Call Contracts that are the subject of this memorandum have a maximum total cumulative fee of \$300,000 per contract and a common expiration date of 12/15/2025. This series replaces the current Environmental Policy Act (EPA) Series that expired in January 2023.

The prior series (EPA), approved under PRB Files #20-197 to #20-199 had a maximum total cumulative fee of \$300,000/contract and a common expiration date of January 30, 2023.

### **DESCRIPTION:**

Provide on call Environmental Policy Act Consultants to identify Connecticut Environmental Policy Act (CEPA) and National Environmental Policy Act (NEPA) issues for a given project as well as the requirements to address them. The Consultant team shall have expertise in all aspects of environmental documentation and analysis, including but not limited to transportation, traffic and mobility studies, archeological and historical surveys, geological and natural resources assessments, biological assessments, climate impacts, socio-economic data development, and all applicable State and Federal permitting. The master planning scope of work under this contract shall encompass broad master planning services, including but not limited to site assessment and surveying, development of feasibility studies, conceptual plans and site plans, capital budgeting and preparation of cost estimates, community engagement and outreach including attending and presenting at public meetings and hearings, and identification and preparation of State and Federal permitting. While On-Call – Capital Project Contracts and “Task Letters” assigning specific project work will be with CT DAS, the work can be performed for other Executive Branch Agencies of

State government.

Each contract is exactly the same except for the name and address of the firm.

The On-Call Contract can be utilized on DAS projects with construction budgets of up to five million dollars (\$5,000,000).

A Request for Qualifications (RFQ) for the consultant services was released on November 23, 2022 and elicited five (5) responses at the December 27, 2022 due date for response. All five consultants responding were 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; DAS Management Team reviewed the results and recommended the approval of the following Firms under this Series. The selection of the Firms was approved by DAS Deputy Commissioner Hobbs on May 11, 2023.

PRB #23-172 – GZA GeoEnvironmental, Inc. (GZA) was originally established in 1968 and is locally located in Springfield, MA. GZA has over 680 employees. GZA has a local staff of 27 employees including 3 biologists/ecologists, 5 civil engineers, 6 environmental engineers and 1 water source engineer. GZA is retaining sub-consultants Archaeological and Historical Services, Inc. and Alfred Benesch & Company as part of their Project Team.

DAS reports the Consultant was awarded one contract within the past five years with a total value of \$114,000.

GZA has been awarded the following Formal Contracts and Task Letters for the prior two years:

PRB #20-198– 10/2020 - OC-DCS-EPA-0028 - \$300,000 maximum cumulative fee:

OC-DCS-EPA-0028	GZA GeoEnvironmental Inc	\$300,000
Task Letter #1	BI-N-357 - State Police Firing Range Reconstruction	\$85,000
Task Letter #2	BI-2B-414 - CAS Feasibility Study/CDECCA Plant Upgrades	\$16,000
Task Letter #3	BI-2B-414 - CAS Feasibility Study/CDECCA Plant Upgrades	\$13,000
	Total Informal TLs	\$114,000
	Total Committed Funds	\$114,000
	Maximum Total Fee	\$300,000
	Uncommitted (Remaining)	\$186,000

GZA is operating under their Professional Engineering License (PEC.0000259) and its license is current. AIG Insurance reported that GZA has had 35 professional policy or liability loss or claims during the past 5 years, none involving state projects. GZA scored a total of 296 possible 360 points.

PRB #23-173 – SLR International Corporation (SLR) has 41 branches throughout the US and entered Connecticut by acquiring Milone & MacBroom, Inc. originally established in 1984. SLR has over 450 employees. The local office is located in Cheshire with a staff of 119± employees including 16 civil engineers, 8 structural engineers, 8 transportation engineers and 6 water resource engineers. SLR is retaining sub-consultant Archaeological and Historical Services, Inc. as part of their Project Team.

DAS reports SLR was awarded 3 contracts over the past five years with \$346,490 total volume of work.

The company has been awarded the following Formal Contracts and Task Letters for the prior two years:

PRB #20-199– 10/2020 - OC-DCS-EPA-0028 - \$300,000 maximum cumulative fee: None.

PRB #22-030 – 3/2022 – OC-DCS-VEH-0031 - \$500,000 maximum cumulative fee: None

PRB #21-143 – 9/2021 – OC-DCS- CIV/SUR/LA-0042 (Amended by #23-111) - \$1,000,000 maximum cumulative fee:

1/15/2024	OC-DCS-CIV-LA-0042	SLR International Corp	\$500,000	21-143
			\$1,000,000	23-111
	Task Letter #1	CAS Feasibility/CEDECCA Plant Upgrades	\$8,500	(Informal)
		Total Committed	\$8,500	
		Maximum Total Fee	\$1,000,000	
		Uncommitted (Remaining)	\$991,500	

SLR is operating under their Professional Engineering License (PEC.0001904) and its license is current. CRS Insurance reported that SLR has had 17 professional policy claims during the past 5 years. None were state related. SLR scored a total of 296 out of a possible 360 points.

#23-174 - Fitzgerald & Halliday, Inc (FHI) was originally established in the 1987 with its main corporate office in Hartford with satellite offices in New York and New Jersey. FHI has a Connecticut office staff of 34 employees including 12 urban/regional planners and 5 transportation engineers, 1 biologist and 1 ecologist. FHI is retaining sub-consultants Weston & Sampson Engineers, Inc. and Heritage Consultants, LLC as part of their Project Team.

DAS reports the Consultant was awarded one contract within the past five years valued at \$45,974.

FHI has been awarded the following Formal Contracts, On-Call Contracts and Task Letters for the prior two years:

PRB #20-197– 10/2020 - OC-DCS-EPA-0027 - \$300,000 maximum cumulative fee: None

FHI is operating under their Professional Engineering License (PEC.0000925) and its license is current. Victor Insurance reported that FHI had no professional policy losses or claims during the past 5 years. FHI scored a total of 290 out of a possible 360 points.

A summary of the Consultants’ professional rate schedule (all identical) is as follows:

Labor Category	Per Hour
Principal in Charge	\$265.00
Project Manager	\$230.00
Licensed Environmental Professional	\$220.00
Engineer	\$200.00
Geologist	\$190.00
Hydrogeologist	\$195.00
Chemist	\$140.00
Wetland/Soil Scientist	\$200.00
Risk Assessor	\$170.00
Archaeologist	\$150.00
Graphic Designer / GIS Specialist	\$150.00

Staff inquired with DAS regarding the following:

1. Please submit the Task Logs for the EPA Series that expired in January 2023, if any.  
DAS Response: See attached.  
Staff Response: The three task logs were provided. SLR and Fitzgerald had no task letters. GZA was summarized above. OK.
2. Web advertisement scope does not mention Transfer Act Site Assessment and related tasks. Pl clarify how this on-call contract allow for Transfer Act Site Assessment scope?  
DAS Response: Transfer act may require the need for environmental scientists to determine contaminated soils – these consultants would be able to provide those services as would a state PSX contract. We have never been asked to support transfer act issues to date.  
Staff Response: The Web advertisement does not mention Transfer Act site. During DPW days, there used to be two separate on-calls – Transfer Act related environmental work and EPA related CEPA/NEPA work. When it was combined, the reference to Transfer Act related work was removed. However, the on-call contract with the consultant specifically mentions this work as part of their scope. The web-advertisement should identify all the scope that DCS is seeking for consistency and open bid.
3. Pl confirm if all these three consultants have LEP licensed staff on board  
DAS Response: Typically for tasks such as hazardous materials abatement we would be going to the DAS PSX environmental series and not to the on-call. The rate chart in the contract includes rates for a Licensed Environmental Professional so each consultant can provide that service if needed.  
Staff Response: Again, from the past proposal for Judicial, the CIV on-call consultant was used to provide transfer act related services, outside of the scope of CIV on-call. The services to be provided by consultants on any specific on-call should focus on the services approved under that particular on-call series to provide a fair and open procurement process.
4. Does any other on-call series have similar tasks that other consultants on other on-calls can provide? In short, are there duplicative scopes among various on-call series?  
DAS Response: Yes there are consultants on other series who may have the requisite expertise in certain areas but the primary purpose of this series is to address CEPA related services, Master Planning services and sometimes specific environmental services. If we were to use another series it would be because we selected them for their primary expertise and the EPA / Planning work was subservient to the primary task.  
Staff Response: Again, similar to Q3 above, the scope of the consultant should be very limited to the particular on-call the consultant is hired under. Expanding the scope from other on-calls creates a procurement issue.
5. In section V(C), there is an Exhibit A with hourly rates. However, it states, these rates can change. Are these rates not defined for the duration of this on-call series? What is the process of amending these hourly rates?  
DAS Response: The following text is from the referenced section and doesn't speak to rate changes.  
*C. If for reasons of incomplete scope, complexity, or other, similar issues, a fixed fee cannot be determined by the Commissioner for a specific task order or part thereof, DAS shall compensate the Consultant for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. The hourly rates are stated in Exhibit A, which is attached hereto and made a part hereof. 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. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. The Consultant shall submit monthly requests for*

*payment on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Consultant shall certify that each amount invoiced is both accurate and commensurate with the work performed for DAS under this contract. DAS reserves the right to periodically audit the Consultant's financial records. It is specifically understood that these pre-approved hourly rate payments shall only apply for the period of time that the person is actually employed on projects assigned under this contract*

Staff Response: ok

6. In section V(D), pl clarify if the fees mentioned includes OH&P. What are the instances when Commissioner may approve additional expenses? Pl identify such additional expenses.

**DAS Response:** The rates for the consultant always are “fully loaded” in all our series, meaning they include overhead and profit. We approve additional fees when the scope of work has changed. This section is directed towards additional fees, not expenses.

*D. DAS shall pay the Consultant, for the services described in each task letter, the total fee set forth in the letter (inclusive of amounts more particularly described in Section V.C., above). It is understood that no changes or adjustments shall be made in said fee unless the scope of the work performed or to be performed by the Consultant has substantially changed as determined by the Commissioner. In addition, said fee includes all costs of living, travel, and communication, whether within or without the State of Connecticut, connected with the discharge of the Consultant's duties under this contract unless express written notification to the contrary is received from DAS*

Staff Response: This was to confirm that the rates include OH&P.

7. Section VI-A – why should DCS pay additional 10% if the consultant is already getting paid for the services provided per the hourly rates in Exhibit A? Seems their rates already include OH&P.

**DAS Response:** Overhead and Profit only applies when a pass through hourly rate is being proposed as indicated in the paragraph below

*A. Should the Consultant require the services of registered sub-consultants at any time during the duration of this contract, their names and qualifications shall be submitted to DAS. Such sub-consultants shall provide evidence of their competence by affixing their seals on any documents prepared by them or under their supervision. The Consultant shall not receive any additional payment from DAS in regard to such sub-consultants unless their services relate to hourly-rate assigned work of the Consultant for a specific task order. In such event, DAS shall reimburse the Consultant for the cost of such services and in addition shall also pay the Consultant ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.*

Staff Response: The concern here is to make sure that consultant is not paid OH&P twice if the consultant is already being paid to oversee the work product of the sub-consultant. Also, there should be a process identified that is used by the Commissioner for fair, open and consistency sake.

8. Section VI-B - blanket payment to the consultant of 10% of the sub-consultant's cost can be high depending on the sub-consultant's scope/fee. This oversight payment should be based on actual cost incurred by the consultant in administering the added scope.

**DAS Response:** We approach sub-consultant work to the prime in one of two ways; either the prime includes a management fee or the prime marks up the sub-consultants costs but not both. This would be a business decision made by DAS / RECS at the time of negotiating the task as there isn't a one size fits all approach. If the DAS Commissioner determines the 10% as excessive (or unreasonably low), she would adjust the percentage accordingly.

*B. If, in the opinion of DAS, any special technical service is required which is not usually furnished by the Consultant and which is not included in this contract, either expressed or implied by the nature of the work, then DAS may, in writing, authorize the service and*

*the related cost. In such event, the Consultant shall select a sub-consultant to perform such work and submit the same to DAS for approval prior to commencing any work. DAS shall reimburse the Consultant for the cost of any such services and in addition shall also pay the Consultant ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit*

Staff Response: The fee for consultant should be based on their effort rather than total cost of sub-consultant work.

9. Section VI-C – again 10% of the cost can be high as discussed above. It should be based on the actual cost incurred by the consultant in administering the scope.

DAS Response: See above Q8 above.

*C. Should it be necessary for the Consultant to engage the services of a test boring firm for the purposes of this contract, DAS shall reimburse the Consultant for the cost of such services and in addition shall also pay the Consultant ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.*

Staff Response: The process used by the Commissioner should be identified to make sure that everyone has understanding of how the % will be negotiated.

10. Section VI-D – Consultant should not be allowed to self perform work that is outside of the scope of this on-call; even though the consultant is qualified to do so. There should some mechanism for multiple proposals to be received and reviewed for cost comparison.

DAS Response: This contract has been approved, as written, by the Office of the Attorney General. We will, at times, seek multiple proposals at our discretion.

*D. Should the Consultant personally wish to perform the services described in Section B of this article, the Consultant shall submit to DAS a written quotation of the cost of performing such services. The quotation shall not include, nor shall the Consultant be paid for, an additional percentage of the cost for overhead and profit. DAS shall decide whether to allow the Consultant to perform the work with the Consultant's own forces based on the Consultant's quotation, and shall notify the Consultant accordingly*

Staff Response: The process to allow consultant to self perform should be in very limited cases. Also, the scope should not be expanded to cover services from other on-calls.

11. Section VII - Identify change in scope or \$ value that is too high for the main consultant when they hire a sub-consultant to perform the scope; in short, there should be a \$ threshold value limit

DAS Response: This contract clause addresses changes for additional scope or for reductions in scope and for adjusting the fee accordingly.

*VII. CHANGES IN SCOPE OF WORK A. If at any time during the term of any task assigned under this contract DAS should require the Consultant to make any substantial change in the size or scope of the work, including any document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Consultant shall make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof. B. In addition, if at any time during the duration of this contract DAS should request the Consultant to reduce the scope of services originally agreed upon for any task assigned under this contract, the Consultant shall then reduce said scope of services, as requested, and the Consultant's fee for such task shall be reduced by a fair and equitable amount determined by the Commissioner.*

Staff Response: There should be some limit such as the extent of scope or \$ amount that the sub-consultant can perform. The major work should be conducted by the prime consultant.

12. Provide changes made to the on-call series manual and reasoning behind those changes.

DAS Response: These contracts were selected under the old manual. Regarding the revised manual, agency wide, we are reviewing our policies in order to streamline with a focus on

efficiency along with statutory and regulatory authority. We need to ensure our polices allow us the flexibility needed to address the myriad of projects we need to address.

Staff Response: A meeting is requested between the Board staff and DCS staff to review the on-call process.

**RECOMMENDATION** – After discussions with DAS-CS’ Padula and Barkin regarding the issues brought forward in the review of these Proposals, staff recommend approval of the three On-Call Contracts with following note that have a maximum total cumulative fee of \$300,000 per contract and a common expiration date of December 15, 2025.

The Board reiterated that a meeting should be arranged with the Board staff and DCS staff to discuss the process for on-calls in general to make sure that the process is fair, open, transparent and consistent among all the on-calls.

## **7. OTHER BUSINESS**

**8. VOTES ON PRB FILE:**

**PRB FILES #23-172, 23-173 and 23-174** – Mr. Valengavich moved and Mr. Halpert seconded a motion to approve PRB FILES #23-172, 23-173 and 23-174. The motion passed unanimously.

**9. NEXT MEETING** – Monday, October 16, 2023 – will be held solely by means of electronic equipment.

The meeting adjourned.

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