STATE PROPERTIES REVIEW BOARD

Minutes of Meeting Held On June 29, 2020 – 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 June 29, 2020 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

Cory Knick, CTANG Deputy Base Civil Engineer Henry Chmielinski, 103 Civil Engineer Squadron Commander

Chairman Greenberg called the meeting to order.

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 June 23, 2020 and June 25, 2020 Meetings. The motion passed unanimously.

2. COMMUNICATIONS

3. REAL ESTATE- UNFINISHED BUSINESS

PRB # 20-099

Transaction/Contract Type: RE / Purchase & Sale Agreement

Origin/Client: CAA/CAA

Property:East Granby, Walnut DriveProject Purpose:Relocation of Walnut DriveItem Purpose:Purchase & Sale Agreement

June 26, 2020 Update

At its meeting held on June 22, 2020 the State Properties Review Board voted to suspend this item pending receipt of the Purchase & Sale Agreement executed by both parties.

On June 24, 2020, CAA delivered counter-signed copies of the Purchase and Sale Agreement, executed by Kevin Dillon, CAA Executive Director and James Hayden, First Selectman of the Town of East Granby.

In reviewing the executed Agreement, it was noted that Kevin Dillon had executed the QC Deed in the Addenda, as had East Granby's First Selectman.

Pursuant to CGS §15-120cc(b)(4), CAA's authority to convey the fee-simple interest follows the approval of SPRB and AG. As both have yet to approve the Agreement, we believe that the QC Deed conveying CAA land to East Granby should be unsigned in the Addenda. CAA was informed of this and agreed that the QC Deed should not be executed until the Agreement is fully approved by SPRB and AG and resubmitted the Agreement to reflect said change.

RECOMMENDATION: Staff recommend the Board <u>approval</u> this proposal for the following reasons.

- 1. The conveyance is consistent with CGS §15-120cc(b)(4) with respect to the fee-simple interest of land under the custody and control of CAA.
- 2. The conveyance will facilitate enhanced security to the main entrance of the CTANG facility at Bradley International Airport.

BACKGROUND: Public Act 11-84 created the Connecticut Airport Authority (CAA) and mandated a transfer of ownership of airports from the DOT to the CAA. The Act required that the CAA could not transfer real property without obtaining the approval of the State Properties Review Board [CGS §15-120cc(b)(4)].

Under PRB #14-271, the SPRB approved a Purchase and Sale Agreement for the acquisition of 4.52 acres at 161 Rainbow Road, East Granby for \$452,000. The property was purchased to mitigate threats and deficiencies related to Anti-Terrorism Force Protection affecting guardsmen serving at the CTANG Bradley facility. The acquisition was part of a redesign to provide enhanced security to the main entrance of the facility.

Under PRB #20-062, the SPRB approved Task Letter 3A to provide survey and design consultant services in conjunction with relocation of Walnut Drive between Hemlock Road and Rainbow Road (CT Route 20). The existing intersection at Walnut Drive and Rainbow Road will be moved westerly to align with a new access drive to the CTANG facility as required by DOT.

Under this Proposal (PRB #20-099), CAA is seeking SPRB approval of a Purchase & Sale Agreement (PSA) to convey, at no cost, a 22,688 square foot parcel of land (so-called Parcel C) and a permanent drainage easement over an area of 4,056 square feet to the Town of East Granby. In exchange for the State's conveyance, the Town of East Granby will convey, at no cost, two parcels of land totaling 22,688 square feet (so-called Parcels A&B) to the CAA. The land exchange will facilitate the relocation of Walnut Drive with a new access drive to the CTANG facility.

PARCEL A, Parcel B & Parcel C

PARCEL A, Parcel B & Parcel C

PARCEL A, Parcel B & Parcel C

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PURCHASE & SALE AGREEMENT (PSA):

- The agreement describes the parcels to be exchanged as identified on the survey.
- The parties agree that there is no monetary consideration exchanged between the parties.
- CAA will convey Parcel C to the Town of East Granby for the relocation of Walnut Drive, along with a drainage easement in favor of the Town over an area of 4,056 square feet of land.
- The CAA will retain an aviation navigational easement over Parcel C conveyed to the Town.
- The agreement is subject to CAA receiving any necessary approvals from the Federal Aviation Administration.
- Within 10 days of approval of the PSA "all parties shall cause a title search to be conducted on the parcels to be conveyed to determine the property interests therein. The parties shall collectively bare the expense of the title searches. If the title searches show that the parcels cannot be conveyed with good and unencumbered title than any party may withdraw from this agreement by notifying the other parties within ten days of receipt of the title report."

VALUATION: No appraisals were prepared for this exchange as the land to be exchanged is identical in size. Any value of the proposed Drainage Easement in favor of the Town is likely offset by the aviation navigational easement placed on Parcels C.

Staff inquired with CAA for clarification of the following issues:

- 1. Please clarify if Section 1 of the PSA should be modified to reflect which parcels are being conveyed to the proper entity:
 - The Town conveying Parcel A;
 - CAA conveying Parcels B & C.

AG Response: The survey currently shows that the Town will convey Parcels A and B to CAA and that CAA will convey Parcel C to the Town (along with an easement interest over a bordering property). That is also what is reflected in the draft purchase agreement. Is that not correct?

CAA Response: Yes, that is correct.

OK

2. Please clarify if Section 6(b) of the PSA should be modified to reflect the aviation navigational easement over Parcels B & C, rather than Parcel C alone.

AG Response: Assuming the Town is conveying Parcels A and B to CAA and CAA is conveying Parcel C to the Town, we don't think this provision needs to be modified. If instead the Town is conveying only Parcel A and CAA is conveying Parcels B and C, then a modification probably makes sense.

<u>CAA Response</u>: Yes, the Town is conveying A & B to CAA, so a navigational easement is not necessary on those parcels.

OK

- 3. Please clarify if, pursuant to Section 6(a)(iii&v) of the PSA, the Town of East Granby's Board of Selectman have formally authorized the First Selectman to:
- Convey the land in question (Parcel A);
- Acquire the land in question (Parcels B & C);
- Execute any necessary agreements to complete the exchange of land, including the PSA; and
- If authorized, please provide a copy of the Resolution of the Board of Selectman's authorization, certified by the Town Clerk.

<u>AG Response</u>: We would also like to receive copies of all formal authorizations and approvals that the Town has provided with respect to this transaction.

<u>CAA Response</u>: We will provide those documents.

CAA provided. OK

4. Please clarify if CAA should incorporate into the PSA a requirement to obtain an environmental assessment on Parcel A prior to the exchange. And, if an environmental assessment is obtained and an Area of Concern is identified, who will be responsible for the cost of addressing any issues identified within the Area of Concern.

<u>AG Response</u>: We express no opinion on whether an environmental assessment is needed but, if an assessment is obtained, we would like a copy.

<u>CAA Response</u>: We do not feel that such an assessment was necessary.

OK

5. Please clarify if CAA can acquire land by Quit Claim Deed, or is a Warranty Deed required.

AG Response: While a warranty deed is always preferable, we know of no statute or other law that would prohibit CAA from taking title by quitclaim deed. State agencies do, from time to time, take title by quitclaim deed. We would also point out that, per CGS § 15-120cc, SPRB and AGO approval are only needed when CAA conveys out property in fee, not when it acquires it. That said, CAA should perform its own legal research on the deed issue to confirm.

<u>CAA Response</u>: There is nothing requiring the CAA to obtain title by a Warranty Deed nor prohibiting it from doing so using a Quit-Claim Deed.

OK

6. Please provide a copy of the FAA's approval of the proposed conveyance of land (Parcels B & C), if already obtained.

AG Response: We would also like a copy of this approval.

<u>CAA Response</u>: We will provide the documentation.

CAA provided documentation. OK

7. Exhibit B within the proposed PSA should have 'Schedule A' for both deeds completed (metes and bounds) and included in the Agreement prior to Board action.

AG Response: Agreed. The descriptions should be metes and bounds descriptions generated from the survey

<u>CAA Response</u>: We will complete the Schedule As. OK

- 8. Please clarify if the deed prepared in Exhibit B (Parcels B & C) contain the following:
- Language from Section 6(b) of the PSA: "East Granby covenants and agrees that it shall not construct or allow any structures or vegetation on Parcel C or within the Easement Area which

- shall penetrate the Approach Surfaces at Bradley International Airport or interfere with airport operations."; and
- Specific language defining what is permitted/restricted within the proposed 4,056 square foot Drainage Easement Area.

AG Response: We agree that both of these issues need to be addressed.

<u>CAA Response</u>: We will address this.

Revised PSA incorporated appropriate language. OK

- 9. Please clarify if the PSA should include the following section that was removed from the AG-approved template provided to CAA:
- ENTIRE AGREEMENT. This Agreement, including all exhibits hereto, will become effective upon the approval of the Office of the Attorney General of the State of Connecticut, and constitutes the entire understanding between the parties with respect to the Property and no oral statements, representations, promises or understanding not set forth in this Agreement shall bind the parties unless reduced to writing and signed by both parties. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing, signed by both parties, and approved by the Office of the Attorney General of the State of Connecticut.

<u>AG Response</u>: We think it makes sense to include the above provision. It probably also makes sense to also list SPRB, both as to the approval of the original agreement and any amendments.

<u>CAA Response</u>: Will incorporate the language.

Revised PSA incorporated appropriate language. OK

<u>RECOMMENDATION:</u> Staff recommend the Board <u>suspend</u> this proposal pending CAA's delivery of the PSA executed by the respective parties.

CGS §15-120cc(b)(4)

Invest in, acquire, lease, purchase, own, manage, hold and dispose of real property and lease, convey or deal in or enter into agreements with respect to such property on any terms necessary or incidental to carrying out the purposes of sections 15-120aa to 15-120oo, inclusive, provided such transactions shall not be subject to approval, review or regulation by any state agency pursuant to title 4b or any other provision of the general statutes. Notwithstanding this subdivision, the authority shall not convey fee simple ownership in any airport land under its jurisdiction and control without the approval of the State Properties Review Board and the Attorney General.

4. REAL ESTATE – NEW BUSINESS

PRB # 20-110
Transaction/Contract Type: RE – MOU
Origin/Client: DAS/DDS

Property: Norwich, West Thames St (401) – Cottage #4 **Project Purpose:** DDS utilization for 3 DDS Residential Clients

Item Purpose: Memorandum of Understanding

BACKGROUND

DDS has a need to house three individuals with developmental disabilities along with staff on the State- owned Uncas Campus in Norwich. They reached out to DAS to request to use Cottage #4 (a residential home) on the Campus.

• DDS will pay for all needed renovations including all code compliance improvements and

- any necessary upgrades to life safety systems.
- DDS will pay utilities once the cottage is occupied.
- DAS will provide snow removal, landscaping & dumpster service.

DDS has other programs on this campus and Cottage #4 is conducive to their need. DAS Facilities has approved the use of Cottage #4 for this need. In Summary, we recommend approval of this MOU.

Under this Proposal (PRB #20-110), DAS is now seeking SPRB approval to locate three residential clients of DDS along with DDS staff in Cottage #4 on the Uncas Campus pursuant to CGS 4b-30. DAS and DDS have come to the following terms and agreement for this MOU:

- Use and occupancy at no cost to DDS.
- DDS to pay for all needed renovations including all code compliance improvements and any necessary upgrades to life safety systems
- DDS to pay for the following expenses: heat, hot water, air-conditioning, pest control and all maintenance and repairs to the Cottage's interior and exterior.
- DAS will provide snow removal, landscaping & dumpster service.
- The MOU can be terminated with a 180 day notice by either party.

Staff inquired with DAS for clarification of the following issues:

- Please clarify which Agency will pay for electricity as the DAS narrative states "DDS will pay
 utilities once the cottage is occupied" or is the electric not separately metered

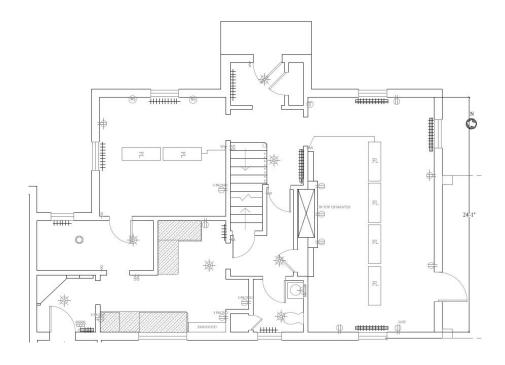
 <u>DAS Response</u>: The electric is not separately metered so DAS will pay electricity/water/sewer.

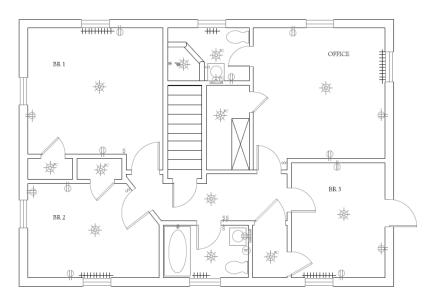
 <u>DDS will be responsible for all other utilities i.e. fuel for heat/hot water, AC, IT/Data, etc.

 OK
 </u>
- In light of prior smoking-related incidences at the Uncas Campus, are there any restrictions on smoking within/around/near the Cottage?
 <u>DAS Response</u>: There are no provisions specific to smoking however under Section 4 of the MOU, DDS is obligated to abide by current and future DAS rules/regs for the campus. Moreover, state policy prohibits smoking in any state buildings.
 OK

RECOMMENDATION: Staff recommend approval of the DDS use of Cottage 4 on the Uncas Campus to house residential clients and staff:

- The utilization of the Cottage complies with CGS 4-67g(f) (OPM statutes); and
- The utilization of the Cottage complies with CGS 4b-30 (DAS statutes).
- The utilization of the Cottage will assist DDS in housing 3 residential clients.





Sec. 4b-30. (Formerly Sec. 4-128). Offices for state agencies. Leases. Compliance. (a) The Commissioner of Administrative Services shall assign office space and provide necessary accommodations in state-owned facilities for state agencies, other than institutions, the Legislative Branch and the Judicial Branch. Subject to the provisions of section 4b-23, the commissioner shall execute all leases for offices or any other type of space or facility necessary to meet the needs of all state agencies, the Judicial Branch, the Division of Criminal Justice, the Public Defender Services Commission and institutions. Any provisions of the general statutes to the contrary notwithstanding, the Commissioner of Administrative Services shall be the sole authority for negotiating such leases, provided any such leases, intending to provide for the needs of institutions, shall further be subject to the approval of the board of trustees of the institution involved and provided further, the Commissioner of Administrative Services shall expedite the handling of leases to meet emergency and short term needs. Subject to the provisions of section 4b-23, the commissioner may delegate authority to the Chief Court Administrator to negotiate and enter into leases for office, court or parking facilities for the Judicial Branch when the commissioner deems such delegation to be appropriate and such leases will be consistent with relevant real estate and contracting laws. For the purposes of this section, the term "Judicial Branch" does not include the

courts of probate, the Division of Criminal Justice and the Public Defender Services Commission, except where they share facilities in state-maintained courts.

PRB # 20-093

Transaction/Contract Type: RE – Voucher Origin/Client: DOT/DOT
Project Number: 140-175-001A

Grantor:James W. Clifford, et alProperty:Thomaston, Center St (19)Project Purpose:Retaining Wall Failure

Item Purpose: Voucher

PROJECT: In October 2018, a portion of the existing wall, directly behind 19 Center Street, Thomaston, collapsed compromising the safety of the roadway and rear yard of the property. In order to stabilize the wall, DOT requested, and received, a temporary right of entry onto the property. DOT personnel removed compromised sections of the existing wall along with the owner's stockade fence, which was also impacted by the failure.

Initially, it was anticipated that a permanent fix to the wall would be completed under an immediate Emergency Declaration project. However, once the compromised sections were removed it was determined that there was no longer an immediate threat to the roadway or the property. As a safety precaution, DOT and the property owner agreed that a fence should be installed on the property to prevent access to the top of the wall. Given the uncertain conditions and the small lot size, the Department was forced to install the fence approximately 5-8' feet from the back of the house restricting access and utility of the back yard.

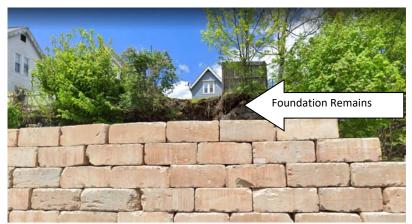
Under this proposal (PRB #20-113), DOT now requires to acquire additional rights to complete the project.





SITE & TAKING DESCRIPTION: The subject site consists of a 0.1248± acre (5,437 sf) residentially zoned lot improved with a single family dwelling containing 1,106 sf of gross building area. The dwelling was constructed in 1890 with a complete renovation in 2018.

The Appraiser opined the highest and best use of the property is for the continued residential use, as improved.

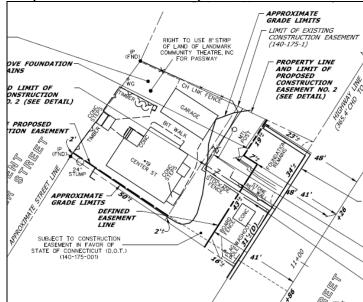


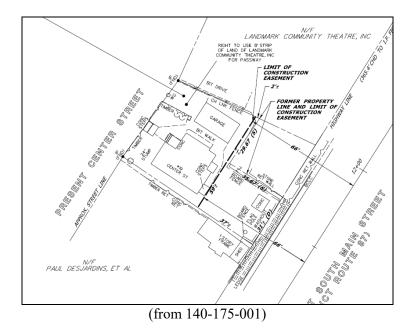
Before Valuation: A real estate appraisal report was prepared by DOT Appraiser John Kerr as of April 7, 2020, the improvements not impacted by the taking are assigned an "X" value.

<u>Land Valuation</u>: Based on the sales data comparison approach, the appraiser analyzed four sales of residentially-zoned land: three Thomaston and one in nearby Bristol, and concluded that the fair market value of the subject lot was \$35,000, or \$6.44/square foot.

DOT requires acquiring the following:

- A defined easement to construct and maintain retaining wall acquired over an area of 1,130± sq.ft;
- Construction easement #1 for the purpose of access and grading during the replacement of retaining wall acquired over an area of 112± sq.ft;
- Construction easement #2 for the purpose of access, grading and removal of foundation remains, chain link fence and retaining wall during the replacement of retaining wall acquired over an area of 447± sq.ft; and
- A right to grade acquired over an area of $58\pm$ sq.ft.





Site improvements affected by the easements include chain link fence, stockade fence stone retaining wall and concrete pad.

Calculation of Permanent Damages

Item	Calculation	Value
Defined Easement	1,130 sf x \$6.44/sf x 75%	\$5,458
Cont. Value of Site Improvements	Lump Sum	\$1,500
	Tota	al \$6,958
	Rounde	d \$7,000

Calculation of Temporary Damages

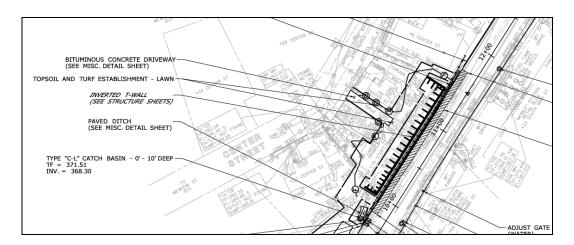
Temporary Damages due to the Temporary Construction Easements are calculated as follows:

Item	Calculation	Damages
Construction Easement #1	112± SF @ \$6.44/SF x 10% x 1 year	\$72
Construction Easement #2	447± SF @ \$6.44/SF x 10% x 1 year	\$288
	Total:	\$360
	Rounded	\$400

Staff asked for clarification on the following issues:

• Please clarify why the Appraiser valued the defined easement at 75% of value when the same appraiser under DOT 140-175-004 valued the defined easement on the southerly abutter at 50%. DOT Response: The appraiser's reasoning for the higher percentage of fee on file#140-175-001A was due to the location of the proposed retaining wall with regards to how far it will be extending onto the subject property within the limits of the defined easement area. This proposed retaining wall will extend an additional 23± feet into the rear yard, creating a physical barrier which further impacts of the utility of the land. The appraiser felt clearly justified to increase the percentage of the fee with this physical barrier now being present.

<u>Staff Response</u>: Please provide an electronic copy of the construction plans impacting #140-175-001A and #140-175-004. We will utilize the plans to reconcile the Damages under #140-175-001A and the Appraiser's comments below.



<u>Staff Response to DOT</u>: The Inverted T-Wall structure in the attached * PDF follows the Defined Easement Line on the DOT Taking Map. It is generally 16' in width with the exception of the north/south ends of the T-Wall Structure. Under 140-175-001A, the location of the north end of the T-Wall Structure, the area that the Appraiser states is 23' deep, measures 7' deep by 19' wide or an additional 133 square feet, of the total 1,130 sf Defined Easement Area, or 11.8% of the entire Defined Easement Area.

• Please clarify how the damages calculated at 75% of Fee is warranted over the entire Defined Easement when only 11.8% of the Defined Easement area is 23' deep. This appears generally inconsistent with damages calculated at 50% of Fee for the Defined Easement Area under #140-175-004.

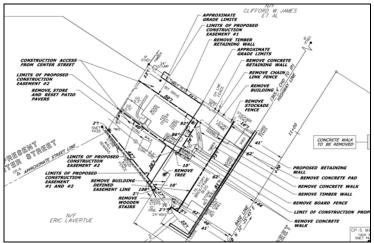
<u>DOT Response</u>: The appraisers reasoning for the higher percentage of fee value applied to the defined easement area was due to several factors. First, the proposed wall extends 23± feet into the rear yard and bisects a portion of the property. The bisecting of the land area beyond the proposed wall renders that land area almost useless to the property owner. In addition, the bisecting of the property will make future maintenance of the land area beyond the proposed wall difficult for the property owner. Second, the retaining wall includes a 6 foot high chain link fence that creates a physical barrier that extends into the rear yard. This barrier is not considered to be visually or aesthetically attractive given the proposed placement within the rear yard. Third, it is reasonable to assume that the land area surrounding the proposed retaining wall is further impacted by any necessary future maintenance of the wall and fence that will be required. Lastly, the presence of the wall and fence in the rear yard creates a liability concern for the property owner.

In summation, it is the opinion of the appraiser that the land area in the vicinity of the proposed retaining wall will lose most of its value. Also, the proposed retaining wall has additional negative impacts as noted above. It is therefore the opinion of the appraiser that 75% of fee value is warranted when all impacts of the defined easement are considered.

OK

RECOMMENDATION: Board approval of \$7,400 in damages is recommended for the following reasons:

- 1. The acquisition complies with Section 13a-73(c) of the CGS which governs the acquisition of property by the commissioner of transportation required for highway purposes.
- 2. The damages are supported by the DOT appraisal.



140-175-004

5. ARCHITECT-ENGINEER - UNFINISHED BUSINESS

6. ARCHITECT-ENGINEER - NEW BUSINESS

PRB # 20-109
Origin/Client: DCS/DAS
Transaction/Contract Type
Project Number: BI-2B-414

Contract: OC-DCS-MDE-0037
Consultant: AI Engineers, Inc.

Property Hartford, Capitol Ave (470)

Project purpose: CAS Thermal Plant Feasibility Study

Item Purpose: Task Letter 3A

PROPOSED AMOUNT: \$105,000

PROJECT BACKGROUND

At present, the Capitol District Energy Center Cogeneration Association (CDECCA) is contracted to supply steam and chilled water from their power plant located at 490 Capitol Avenue to the state owned pump house where heat exchangers convert steam to hot water and pumps transport hot and chilled water throughout the energy distribution network. This contract is scheduled to expire March 2021. The State of CT/Capitol Area System is looking into options to purchase the plant from CDECCA in order to make it economical for the State to operate and avoid certain demand charges paid to CDECCA. In order to negotiate with CDECCA, a consultant will be retained to provide a report on the potential purchase price and long term savings that will be realized by the State including technical assistance during the negotiations with CDECCA.

In July 2019, the Consultant was retained under Task Letter 3 to provide perform a feasibility study addressing site, building, budget, project schedule/timeline criteria and how that relates to the current lease agreement with CDECCA, and provide a revised executive summary/recommendation regarding the three options. These options were (1) State of Connecticut to purchase the existing CDECCA plant based on DAS determined appraisals; (2) CDECCA to build thermal plant at their own expense; and, (3) State of Connecticut to build thermal plant at 470 Capitol Avenue. The fee for consultant services was \$93,600.

Under this proposal, DCS is seeking SPRB approval of **TASK LETTER #3A** in the amount of \$105,000 to compensate the consultant for additional multi-discipline engineering services beyond the scope of work contained in Task Letter #3.

Supplemental services for the above referenced project include additional compensation for the following:

- Phase 1 Purchase Option Evaluation and Business Case Support: Perform financial pro forma (Years 1 to 20, 30 and 40) if State were to purchase the plant from CDECCA. Provide recommended purchase price range based on various analysis such as age of the building, age of the equipment, loss of ISO NE forward capacity market revenue, decommissioning of the electrical generation portion of the asset of the plant (Gas Turbine, HRSG Heat Recovery Steam Generator; Steam turbine, underground fuel tanks), review of the two appraisals conducted by the State, including prior reports prepared by SourceOne. Provide State's capacity cost, which should include O&M of the plant, cost for replacement of equipment such as chillers, boilers, pumps, etc.
- Phase 2 Negotiation Support: The consultant shall be required to provide ongoing technical assistance to the State while negotiations are ongoing with CDECCA for the purchase of the plant including but not limited to review of any new options, strategies, reports, etc. that might come out of these negotiations.

The \$105,000 Consultant Fee is broken down for the following deliverables:

- **2A.** Study (draft report): Fifty-two Thousand Five Hundred Dollars (\$52,500.00) after receipt and acceptance of a draft report by the Department of Administrative Services;
- **2B.** Study (final report): Twenty-seven Thousand Three Hundred Dollars (\$27,300.00) after receipt and acceptance of a final report by the Department of Administrative Services.
- **2C. On-going negotiations:** up to Twenty-five Thousand Two Hundred Dollars (\$25,200.00) on an as needed basis.

Task 2C is an allowance of Twenty-five thousand Two Hundred Dollars (\$25,200.00) for Consultant to use on an as needed basis for professional services on a Time and Material basis per Hourly Rates Schedule below. This amount includes Consultant's not to exceed fee of \$1,200.00 calculated based on five (5%) percent of the allowance. The use of this allowance requires prior approval by the DAS and shall be invoiced on a monthly basis. Consultant shall provide backup justification for use of this allowance.

On March 12, 2020, the SPRB approved the 8th series of On-Call MDE (Multi-Disciplined) Engineer Consulting Contracts awarded by the Department of Construction Services ("DCS") since 2004. The six (6) On-Call Contracts that were the subject of this memorandum have a maximum total cumulative fee of \$1,000,000 per contract and a common expiration date of 4/01/2022. AIE was approved under PRB #19-263.

AIE has not been selected for the following task(s) under this new series; however, under the prior series of On Call MDE Contracts, AIE was awarded the following:

 Task Letter #1 	Physical Plant Renov. – NVCC	\$39,500	(Informal)
• Task Letter #2	Parking lot Replc. – Hart. Supreme Court	\$19,485	(Informal)
• Task Letter	Parking lot Replc. – Hart. Supreme Court	\$5,300	(Informal)
#2A			
• Task Letter #3	CAS Feasibility Study	\$93,600	(Informal)
	Total	\$157,885	

RECOMMENDATION:

It is recommended that SPRB approve Task Letter #3A for AI Engineers, Inc. in the amount of \$105,000.

- DCS confirmed \$105,000 is available for the Task Letter.
- The Board approved the current On-Call Contract for a maximum fee of \$1,000,000 and a term that expired on 7/31/2019 (PRB #17-140). Following the subject Task Letter, the On-Call Contract will have an uncommitted value of \$742,115.
- The submittal is accompanied by a Gift & Campaign Contribution Certification notarized on 6/04/2020.

7. OTHER BUSINESS

8. VOTES ON PRB FILE:

PRB FILES #20-099 – Mr. Halpert moved and Mr. Berger seconded a motion to approve PRB FILE #20-099. The motion passed unanimously.

PRB FILES #20-110 – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #20-110. The motion passed unanimously.

PRB FILES #20-113 – Mr. Valengavich moved and Mr. Halpert seconded a motion to approve PRB FILE #20-113. The motion passed unanimously.

PRB FILES #20-133 – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #20-133. The motion passed unanimously.

9. NEXT MEETING – Thursday, July 2, 2020.

The meeting ad	journed.	
APPROVED:		Date:
	John Valengavich, Secretary	