

PUBLIC SITE & BUILDING COMMISSION

Clifford J. Hurgin Municipal Center
1 School Street
Bethel, CT 06801

Special Meeting Minutes

Wednesday January 15, 2014

7:30 pm

C.J. Hurgin Municipal Center - Meeting Room "B"

PRESENT: Co-Chair Nancy Ryan, John Perna, Jim Wright, Jon Menti, Ellen Connell, Deno Gualtieri

ABSENT: Chair Scott Perry, Jim Lacey, Jane Bickford

ALSO IN ATTENDANCE: Matt Knickerbocker (First Selectman), Charles C. Van Zanten (Hawley Construction Corporation)

CALL TO ORDER:

Co-Chair Nancy Ryan called the meeting to order at 7:32 pm.

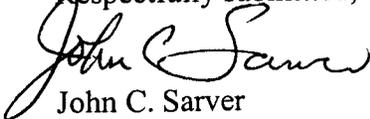
Police Station Project

- Charles Van Zanten (Hawley) reviewed the 8 Site Survey bids that were received and opened by the Procurement Committee on January 14, 2014 and forwarded to the Public Site and Building Commission for evaluation and recommendation. Discussion followed.
 - Jim Wright made a motion, seconded by John Perna to accept the proposal made by CCA LLC, as recommended by Hawley Construction Corporation in the amount of \$6,800.00 for surveying of the proposed site for the Town of Bethel Police Station subject to review by the Town Attorney (copy of CCA LLC proposal is attached)
- Vote "All in Favor". Motion approved unanimously.

AJOURNED:

Jon Menti made a motion, seconded by Nancy Ryan, to adjourn the meeting. Vote, "All in Favor". Motion approved unanimously. Meeting adjourned at 8:08 pm.

Respectfully submitted,



John C. Sarver
Recording Secretary

RECEIVED

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TOWN OF BETHEL
TOWN CLERK

Russell T. Posthauer, Jr., P.E.
Michael J. Lillis, P.E.
Richard A. Bunnell, R.L.S.
Steven C. Sullivan, P.E.
Ralph A. Klass, P.E., L.E.P.
Abigail Adams, RLA, LEED AP
Paul J. Connelly, L.E.P.
Nancy Levesque, P.E.
C.J. Osborne, R.L.S.
Joseph W. Whynott, R.L.S.



40 Old New Milford Road
Brookfield, CT 06804

(203) 775-6207
Fax (203) 775-3628
mail@ccaengineering.com

January 15, 2014

Purchasing Office
Clifford J. Hurgin Municipal Center
1 School Street
Bethel, CT 06801

RE: Request for Proposal
Surveying of future Town of Bethel
Police Station Property

To Whom It May Concern:

Based on our understanding of your request, CCA is pleased to submit this proposal to provide surveying services in connection with the above referenced project. Included as a part of the proposal are the following sections:

- Basic Scope of Services & Estimated Fees
- Payment Schedule
- Proposal Acceptance and Authorization
- Standard Terms & Conditions

We appreciate the opportunity to present this proposal and trust that it represents a mutual understanding of the work which is to be performed on this project. Please review what is contained herein and feel free to contact us with any questions you may have. Should you choose to accept this proposal as presented, please sign one copy and return it to us with the retainer.

Very truly yours,

Richard A. Bunnell, R.L.S
Director of Surveys

RAB/hf
Enclosure

STANDARD TERMS AND CONDITIONS

1. Outside consultants and application fees, if required and paid for by us will be charged to client at our costs plus 15%.
2. Any services not specifically mentioned herein will be deemed extra services and billed per our current rate schedule. Any such services are hereby agreed to be subject to all Terms and Conditions of this Agreement.
3. Copies of plans and reports will be charged in accordance with our current reproduction services price list.
4. This agreement is not assignable except with prior written consent of CCA and no assignment shall relieve the client of any obligations under this agreement.
5. Client shall provide CCA with full information as to the Project requirements.
6. Client shall assist CCA by discussing all client expectations and placing at our disposal all available information that is pertinent to the project at the beginning of the project. CCA shall not be responsible for, nor held liable for any information not prepared directly by CCA for your specific project such as existing surveys, maps, soil tests, etc.
7. Client shall designate in writing, a person to act as the client's representative with respect to the services that are to be rendered under this agreement. If the client is not the Owner of Record of land covered by this agreement, CCA shall be furnished with written permission from the Land Owner of Record to investigate, test, survey and make presentations regarding the property.
8. If client for any reason fails to pay the undisputed portion of an invoice within 30 days of presentation, CCA may cease work on the project and client shall waive any claim against CCA, and shall defend and indemnify CCA from and against any claims for injury or loss stemming from CCA's cessation of service. Balances that are overdue by thirty days shall be subject to interest charges of 1-1/4% per month, 15% per annum, from the date of invoice and will be subject to reasonable costs of collection and attorney's fees. In the event any bill or portion thereof is disputed by the client, client shall notify CCA within 15 days. If the client fails to notify CCA of a disputed invoice within 15 days of the invoice date, the client shall waive his rights to dispute the invoice thereafter. Client and CCA shall work together to resolve the matter within 60 days of its being called to CCA's attention. If resolution of the matter is not attained within 60 days, either party may terminate the agreement.
9. It is mutually understood that CCA will prepare all plans in substantial conformance with existing State and Local regulations that apply to this Project, but no warranty of approval is implied nor expressed herein. CCA shall revise and correct errors and omissions in the plans and reports as an integral part of the services provided during the approval & construction phases of the work. Compensation for these services shall be as specified in the rate schedule.
10. The client agrees to pay CCA for work performed in accordance with the terms of this agreement without regard to the success of the Project. Payment is expressly not conditioned upon the client receiving any payment from third parties that are not a party to this agreement, such as other property owners, developers, or funding agencies and payment is expressly not conditioned upon approval by any regulatory agency. A minimum of two (2) hours will be billed for attendance at meetings held during non-business hours and/or legal proceedings.
11. The client may terminate this agreement at any time and upon such termination payment shall be due for any charges in excess of the herein-mentioned retainer. The termination date of this agreement shall be the date on which CCA receives written notification to suspend agreement.
12. Provided all outstanding bills are fully paid, the client shall have the right to request paper copies of final plans and reports CCA prepared for the project, however, the ownership of all materials prepared for the project remain the sole property of CCA. The plans and specifications shall not be used by the client for other projects, for additions to this project or for completion of services by others except by agreement in writing and with appropriate compensation to CCA.
13. Any claims or disputes made during design, construction, or post-construction between you and DESIGNER must be submitted to non-binding mediation, prior to the institution of litigation. The cost of mediation shall be shared equally by the parties hereto. In the event mediation is unsuccessful, any claims arising out of this Agreement shall be brought in the Courts of the State of Connecticut. Client and DESIGNER hereby waive their rights to a trial by Jury.
14. In no event shall either Client or DESIGNER be liable for consequential damages, including, without limitation, loss of opportunity, loss of use, or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
15. This agreement shall be the only contract between the client and CCA for services rendered on this project.
16. This agreement becomes null and void if not signed and returned within 60 days of the date thereon. The rate schedule herein is based on the current calendar year rates. CCA reserves the right to review and revise the estimated fees, schedules and other terms contained herein at the beginning of each calendar year.
17. Client and CCA have discussed the risks, rewards and benefits of the project and our total fee for services. The risks have been allocated such that the client agrees that to the fullest extent permitted by law, CCA's total liability to the client, for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of our fee or \$100,000.00, whichever is less. Such causes include but are not limited to our negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.
18. The following is our hourly fee schedule:

Professional Engineer (PE)	\$ 165.00/hour
Certified Planner/Landscape Architect (LA)	\$ 140.00/hour
Registered Land Surveyor (RLS)	\$ 135.00/hour
Licensed Environmental Professional (LEP)	\$ 125.00/hour
Public Meetings/Legal Proceedings	\$ 250.00/hour
Survey Crew/Surveyor with Robot	\$ 125.00/hour
Designer/Engineer II/Surveyor/Senior CAD Operator	\$ 115.00/hour
Senior Project Scientist/Engineer I	\$ 95.00/hour
CAD Operator	\$ 85.00/hour
Project Scientist	\$ 75.00/hour
Technician/Rod person	\$ 65.00/hour
Office Support	\$ 55.00/hour

Lump Sum Bid Proposal Form:

Surveying of Future Town of Bethel Police Station Property (8 Acres +/-)

Town of Bethel
Purchasing Authority
Matthew S. Knickerboker
First Selectman
Robert V. Kozlowski
Comptroller

Date: January 8, 2013

Name of Surveying Firm: CCA, LLC

Address of Surveying Firm: 40 Old New Milford Road
Brookfield, CT 06804

Lump Sum Bid: \$6,800.00

REQUEST FOR PROPOSAL

**Town of Bethel
County, Fairfield
State of Connecticut**

Notice is hereby given that Proposal packages will be received at the Purchasing Office, Clifford J. Hurgin Municipal Center, 1 School Street, Bethel, CT. 06801 until 4.00p.m. Thursday Jan 09, 2014 for the following purpose:

Surveying of future Town of Bethel Police Station Property

The Town of Bethel is seeking qualified companies for surveying a Town of Bethel property for future location of Bethel Police Department.

Request for Proposal documents are available in the Purchasing Office, Clifford J. Hurgin Municipal Center, 1 School Street, Bethel, CT. 06801. Purchasing Agent, Frank N. Ventrella - Phone: 203-794-8514 Hours: Monday - Friday 8:30 a.m. till 4:30 p.m. All questions, inquiries and requests for clarification shall be e-mailed to Charles C. Van Zanten, P.E & L.S. Hawley Construction Corporation: ccvz@hawleycompanies.com, on or before Jan 06, 2014 or call 203-948-4461

Sealed Proposals (3-copies) must be submitted no later than 4.00 p.m. on Thursday Jan. 09, 2014 to the Purchasing Office, Clifford J. Hurgin Municipal Center, 1 School Street, Bethel, CT. 06801. The Town of Bethel reserves the right to accept and/or reject any and all packages, waive any informalities and select applicants that it determines best meets their needs as provided for in Section 8-13c of the Charter of the Town of Bethel.

Dated at Bethel, Connecticut, this 26th day of December 2013

**Town of Bethel
Purchasing Authority
Matthew S. Knickerbocker
First Selectman
Robert V. Kozlowski
Comptroller**

SURVEY REQUIREMENTS GENERAL:

1.1 INSURANCE

The Surveyor shall provide and maintain insurance coverage for Professional Liability, General Liability Automobile Liability and claims under Workers' Compensation Acts; claims for damages both because of bodily injury, including personal injury, sickness or disease or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Minimum coverage shall be in the amount of \$1,000,000.00 per occurrence for General and Automobile Liability, and \$300,000.00 per occurrence for Professional Liability. All insurance certificates must be available upon request

1.2 PROTECTION OF PROPERTY

The Surveyor shall contact the Owner for information regarding the site and shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Surveyor's entry.

1.3 QUALIFICATIONS

All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the state to practice land surveying, and the document(s) submitted shall bear the Surveyor's seal and statement to that effect. All personnel on site shall hold a current 10 hour OSHA Safety card on their person as proof of their commitment to safety on the project.

1.4 USE OF SURVEYOR'S DRAWINGS

It is understood that the Owner, the Architect, or the Landscape Architect/Civil Engineer, on the Owner's behalf, may reproduce the Surveyor's drawings without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Surveyor.

1.5 ACCURACY STANDARDS

Precision of the survey shall be A2 & T2.

DRAWING REQUIREMENTS

Requirements for land survey drawings are as indicated below:

2.1 Show NORTH arrow and locate magnetic North:

directed to the top of the sheet

2.2 State elevations datum on each drawing:

use National Vertical Geodetic Datum (NVGD) 1929 and give location of benchmark used;

2.3 Furnish to the Client eight prints of each drawing. The Surveyor shall sign and seal each drawing and shall state that to the best of the Surveyor's knowledge, information and belief, all information thereon is true and accurately shown.

Provide electronic versions of each drawing in autocad (.dwg) and .pdf format (on 8 DVD's)

BOUNDARY SURVEY REQUIREMENTS

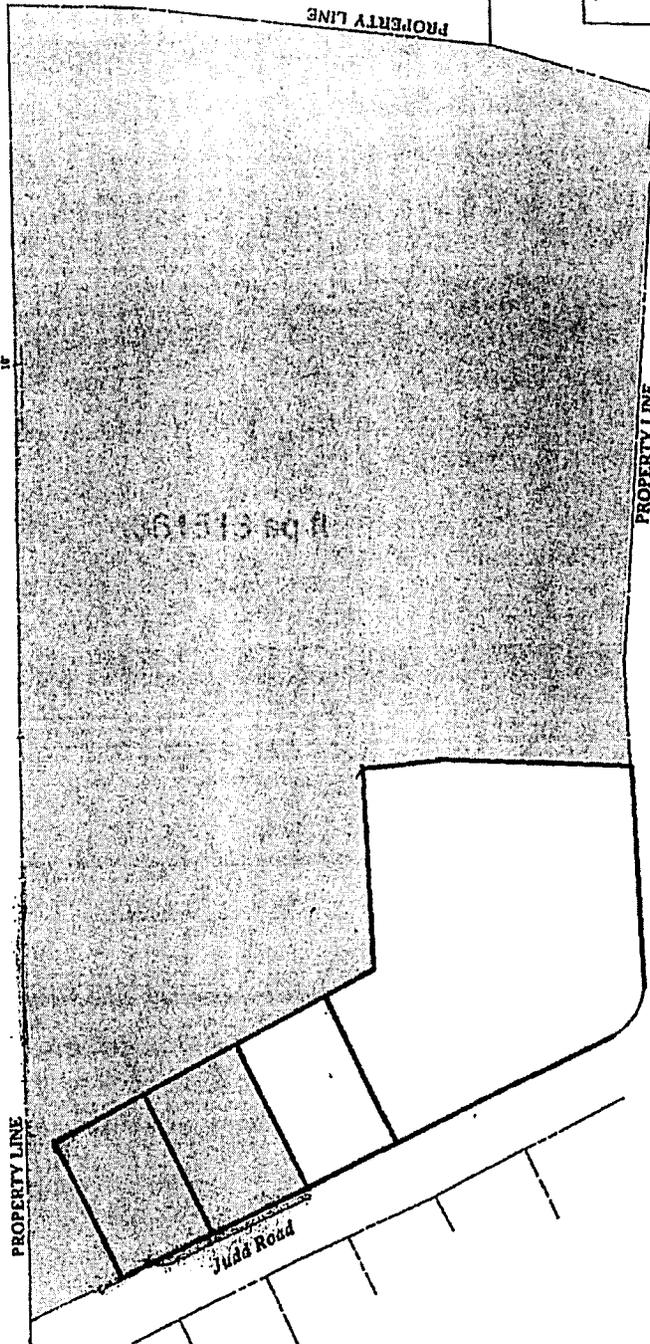
- 3.1 Survey requirements shall be established as indicated below.
- 3.2 Show boundary lines, giving length and bearing (including reference or basis) on each straight line; interior angles, radius point of tangency and length of curved lines. Unless otherwise prohibited by law, where no monument exists, set permanent iron pin (monument) or other suitable permanent monument at property corners; drive pin adequately into ground to prevent movement and mark with wood stake; state on the drawing(s) whether corners were found or set and describe each.
- 3.3 Furnish a legal description that conforms to the record title boundaries. Prior to making this survey and insofar as is possible, the Surveyor shall acquire data including, but not limited to, deeds, maps, certificates or abstracts of title, section line and other boundary line locations in the vicinity.
- 3.4 Reconcile any discrepancies between the survey and the recorded legal description.
- 3.5 Give area in square feet if less than one acre; in acres (to .001 acre) if over one acre.
- 3.6 Note identity, jurisdiction and width of adjoining street and highways, width and type of pavement. Identify street monuments and show distance to the nearest intersection.
- 3.7 Plot location of structures on the property. Dimension to property lines and other buildings. Note vacant parcels as VACANT. Describe building materials and note number of stories. The location of the adjacent high school building should be shown on the survey drawing for reference.
 - Include adjacent property within 50 (feet)
- 3.8 Show encroachment, including cornices, belt courses, etc. either way across property lines.
- 3.9 Describe fences and walls and locate them with respect to property lines.
 - Include identification of party walls.
- 3.10 Show recorded, or otherwise known easements and rights-of-way, and identify owners (holders).
- 3.11 Note planned street widening.
- 3.12 Show individual lot lines and lot block numbers; show street numbers of buildings if available.
- 3.13 Show zoning of property. If more than one zone, show the extent of each. Show zoning of adjacent property and property across the street(s) or highway(s).
- 3.14 Show building line and setback requirements, if any.
- 3.15 Give names of owners of adjacent property.

TOPOGRAPHICAL REQUIREMENTS

- 4.1 A minimum of one permanent benchmark on site for each four acres and a description and elevation to nearest .01 foot
- 4.2 Contours at two (2) foot intervals; error shall not exceed one-half contour interval.
- 4.3 Spot elevations at street intersections and at twenty feet on center of curb, sidewalk and edge of paving, including far side of paving. If elevations vary from established grades, also state any established grades.
- 4.4 Plotted location of structures, paving and improvements above and below ground.
- 4.5 Floor elevations and elevations at each entrance of buildings on the property.
- 4.6 Utility information. The following information is to be shown based on record information and on surface evidence. Inadequate record data requiring the surveyor to employ techniques such as subsurface exploration to located utilities will be an additional service subject to Owner approval.
- Location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property.
 - Location of fire hydrants available to the property and the size of the main serving each.
 - Location, elevation and characteristics of power, cable television, street lighting, traffic control facilities and communication systems above and below grade.
 - Location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location of catchbasins and manholes, and inverts of pipe at each. Top of frame elevations.
 - Name of the operating authority, including contact person and phone number, for each utility indicated above.
- 4.7 Mean elevation of water in any excavation, well or nearby body of water.
- 4.8 Location of flood plain and flood level of streams or adjacent bodies of water.
- 4.9 Extent of watershed onto the property.
- 4.10 Location of test borings if ascertainable, and the elevation of the tops of holes. (Proposed and Actual after completed). These test borings will be taken by others after the initial survey, so this bid will include return visits to the site as necessary, which will be included in the cost of this bid, in order to add those locations to the site survey drawing.
- 4.11 Location of trees 8 inches and over (caliper six inches above ground); locate within one foot tolerance and identify species in English terms.
- 4.12 Location of specimen trees flagged by the Owner or the Client; locate to center within six inches tolerance; give species in English terms, give caliper three feet above ground elevation on upper slope side.
- 4.13 Perimeter outline of wooded area.
- 4.14 Description of natural features.
- 4.15 Location(s) of confirmed soil contamination. This site surveyor will need to return to the site to survey the locations of any soil contamination that may be determined by others after the initial survey, and add those locations to the site survey drawing, and this cost is to be included in the bid herein.
- 4.16 The Surveyor shall set a minimum of two permanent perpendicular project baselines with horizontal and vertical datum noted on the survey. The basis for the horizontal and vertical datum shall be noted.
- 4.17 The survey shall depict the location, dimensions, overhangs, heights and materials for all buildings and structures. Spot grades and threshold elevations shall be provided at all building openings and entrances. Note: there are no existing buildings on this site.

- 4.18 The surveyor shall procure and pay for the services of a qualified soil scientist to perform delineation of wetlands on the subject property, through use of flagging at the perimeters of all such areas, and the locations of those perimeters shall be shown on the survey map, along with 8 certified copies of the accompanying wetlands report, which shall be prepared in accordance with the Bethel wetlands authority requirements.

Bethel High School



Space Needs Assessment
For the
Bethel Police Department
Bethel, Connecticut

EVANS & CHENOWETH
LANDSCAPE ARCHITECTS
100 W. MAIN ST.
BETHEL, CT 06802
TEL: 860.251.1234

JACQUES HUBBS
ARCHITECTS, LLC
100 W. MAIN ST.
BETHEL, CT 06802
TEL: 860.251.1234

PRELIMINARY
SITE PLAN

DATE	11-20-02
SCALE	1"=50'
DATE	11/21/02

Lump Sum Bid Proposal Form:

Surveying of Future Town of Bethel Police Station Property (8 Acres +/-)

Town of Bethel
Purchasing Authority
Matthew S. Knickerboker
First Selectman
Robert V. Kozłowski
Comptroller

Date: _____

Name of Surveying Firm: _____

Address of Surveying Firm: _____

Lump Sum Bid: _____