

October 13, 2016

To: Council Members, Troy, Melvin, Pam

From: Pat

Re: Police Department Building Expansion

Attached please find reporting from architect, Pat Ryan. He was the architect that oversaw the current PD building and comes highly recommended by Melvin to help in the expansion of our current PD.

Troy, Melvin, and I met with Pat to review recommendations that Dr. Warren brought forward and then Troy and I teleconferenced with Pat to discuss a projected budget. What is contained here is the result of our conversations and desire to stay as close to Troy's projected cost of \$199,000 and still accomplish improvements that Troy is seeking. Pat projects \$205,700 at this point and offers up inflation as the result of the increased cost. Troy's number was compiled in May of 2015 and our current number was compiled in September of 2016.

At the November Council meeting Pat will be on hand to detail activity moving forward and answer questions any of you send to me prior to our meeting. Our agenda will include both discussion and possible vote for 2 items – moving forward with the geotechnical boring and then A&E Services by Pat Ryan. The first activity is at a \$3,500 cost and the second is at a \$29,000.00 cost.

Please review the projected schedule for the project that Pat has included and has been reviewed by Troy, Melvin and me. The idea for construction is to avoid timing during the season when the Town Hall area is at its busiest with owners and visitors.

Thank you.



Pat Voveris <patvoveris@gmail.com>

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## Architectural & Engineering Proposal for South Bethany Police Station Addition

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Patrick Ryan <pryan@ryanarchitect.com>  
To: Pat Voveris <patvoveris@gmail.com>  
Cc: Melvin Cusick <townmanager@southbethany.org>

Mon, Oct 3, 2016 at 11:37 PM

Dear Mayor Voveris:

Attached please find my proposal for A&E Services for the Design Development and Construction Document Phases of the Project.

I understand you will review this proposal at your October 14<sup>th</sup> Council Meeting; I can attend and answer questions if you desire.

I will send you a Preliminary Project Schedule tomorrow, developed from our discussions on 9.30.16.

Should you have any questions, please contact me. Thank you.

Pat Ryan



**Patrick W. Ryan, AIA, P.P.**

RyanArchitecture, LLC

140 Layton Ave., Suite 2

Georgetown, DE 19947

302-228-1111

pryan@ryanarchitect.com



## RyanArchitecture, LLC

Architecture · Interior Space Planning · Site Planning

October 3, 2016

Mayor Pat Voveris  
Town of South Bethany  
402 Evergreen Road  
South Bethany, DE 19930

2015-006

**RE: ARCHITECTURAL & ENGINEERING SERVICES FOR AN ADDITION TO THE SOUTH BETHANY POLICE DEPARTMENT, 402 EVERGREEN ROAD, SOUTH BETHANY, DELAWARE**

Dear Mayor Voveris:

Ryan Architecture, LLC is pleased to submit this proposal for Architectural and Engineering (Site, Mechanical, Electrical and Plumbing) Design Development (DD) and Construction Document (CD) Services for the subject project, based on the approved 936 s.f. preliminary plan dated 4.24.15.

Basic Services will include:

1. Review Soil Boring Report prepared by J.D. Hynes & Associates
2. Conducting Building and Fire Code Reviews
3. Developing Design Development Drawings
4. Preparing Construction Documents
5. Updating Construction Cost Estimate
6. Submitting documents to Fire Marshal, Conservation District & Building Department

Compensation for the above services will be a fixed fee of \$29,000.00.

If the preceding meets with your approval, please notify me and I will prepare a formal agreement for services.

A proposed schedule will follow under separate cover, based on a September 2017 construction start. I look forward to working with you, Melvin Cusick and Chief Crowson on this project. Should you have any questions, please contact me.

Sincerely,

RYAN ARCHITECTURE, LLC

Patrick W. Ryan, AIA, P.P.  
Member

copy: Melvin Cusick, Town Manager

## Addition to the South Bethany Police Department

26-Sep-16

Ryan Architecture, LLC

936 s.f.

Building Construction Cost	123,200
Supplemental Footings	5,000
Supplemental Geotech Soil Borings & Inspection	3,500
Relocate Generator, new footings, cable & conduit	<u>4,500</u>
	<b>\$136,200</b>
Architectural, Structural, Mechanical	
Electrical & Plumbing Engineering Design	23,000
Site Engineering	<u>6,000</u>
	<b>\$29,000</b>
10% Contingency	<u>\$16,500</u>
	<b>\$181,700</b>
Allowance for Owner Direct Purchased Systems:	
Fire/Smoke/Burglar Alarm Systems	
Telecommunications/Computer Wiring	<b>\$12,000</b>
Assistance with Bidding & Construction Administration (provided on an hourly, as-need basis)	<u>12,000</u>
<b>TOTAL:</b>	<b>\$205,700</b>



Pat Voveris <patvoveris@gmail.com>

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## Draft Design & Construction Schedule for South Bethany Police Department

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Patrick Ryan <pryan@ryanarchitect.com>

Tue, Oct 4, 2016 at 1:09 PM

To: Pat Voveris <patvoveris@gmail.com>, Melvin Cusick <townmanager@southbethany.org>, Troy Crowson <troy.crowson@cj.state.de.us>

Hello All:

Please take a look at the Draft Schedule attached to this email.

I have laid it out based on our discussion from last week.

Please give me call to discuss any question or changes. Thank you.

Pat Ryan



Patrick W. Ryan, AIA, P.P.

RyanArchitecture, LLC

140 Layton Ave., Suite 2

Georgetown, DE 19947

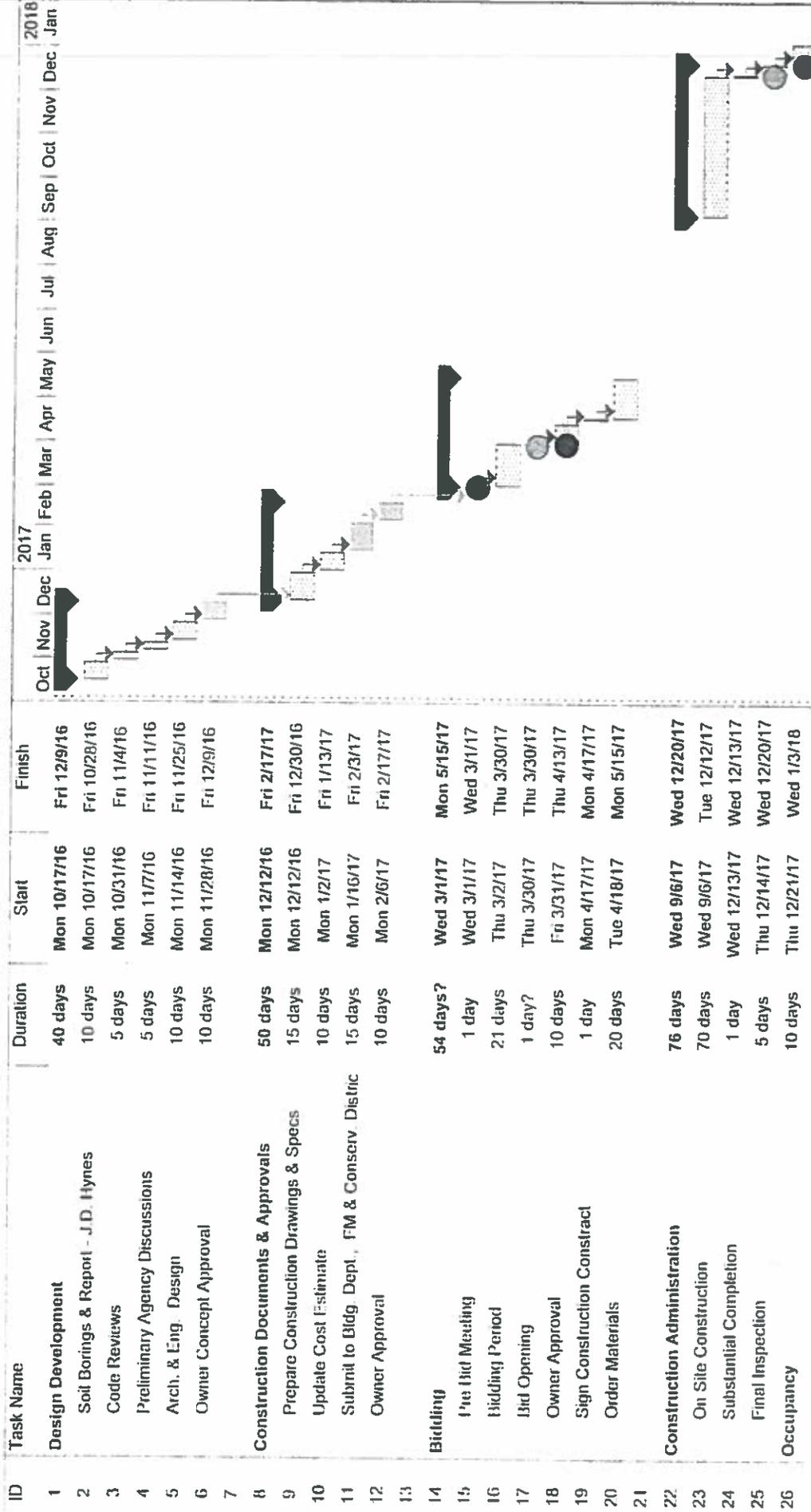
302-228-1111

pryan@ryanarchitect.com

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 Draft Sched. So. Bethany PD.pdf  
859K

**DRAFT Project Schedule**  
South Bethany Police Department Addition



Task
 Milestone
 External Tasks

Split
 Summary
 External Milestone

Progress
 Project Summary
 Deadline



Pat Voveris <patvoveris@gmail.com>

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**Fwd: Geotech Proposal from John D. Hynes & Assoc.**

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Pat Voveris <patvoveris@gmail.com>  
To: Pat Voveris <patvoveris@gmail.com>

Fri, Oct 7, 2016 at 8:05 PM

----- Forwarded message -----

From: **Pat Voveris** <patvoveris@gmail.com>  
Date: Fri, Oct 7, 2016 at 7:46 PM  
Subject: Fwd: Geotech Proposal from John D. Hynes & Assoc.  
To: Pat Voveris <patvoveris@gmail.com>

----- Forwarded message -----

From: **Patrick Ryan** <pryan@ryanarchitect.com>  
Date: Wed, Oct 5, 2016 at 2:12 PM  
Subject: Geotech Proposal from John D. Hynes & Assoc.  
To: Pat Voveris <patvoveris@gmail.com>, Melvin Cusick <townmanager@southbethany.org>

Pat and Melvin:

Attached is the geotechnical boring proposal received from John Hynes for the Police Station Addition.

The proposal looks satisfactory and I recommend approval by the Town Council. Once approved, please sign the proposal and return it to John Hynes Office.

Please call me with any questions.

Pat Ryan



**Patrick W. Ryan, AIA, P.P.**

RyanArchitecture, LLC

140 Layton Ave., Suite 2

Georgetown, DE 19947



# JOHN D. HYNES & ASSOCIATES, INC.

*Geotechnical and Environmental Consultants  
Monitoring Well Installation  
Construction Inspection and Materials Testing*

October 5, 2016

Town of South Bethany  
c/o Mr. Patrick Ryan  
Ryan Architecture, LLC  
140 Layton Avenue, Suite 2  
Georgetown, Delaware 19947

Via Email: pryan@frenchryan.com

No. of Pages: 6

Original Via U.S. Mail

Re: Proposal to Provide Subsurface Exploration and  
Geotechnical Consulting Services  
South Bethany Police Station Addition  
South Bethany, Delaware

Gentlemen:

Hynes & Associates appreciates the opportunity to submit to you this proposal to provide subsurface exploration and geotechnical engineering services for the proposed approximately 1,050 sf building addition to the north side of the South Bethany Police Building. Hynes & Associates provided the geotechnical engineering services for the existing South Bethany Town Hall and Police Station facility.

We propose to use the 2006 geotechnical exploration data, and additional test boring data to evaluate the subsurface conditions at the area of the proposed building addition, and provide recommendations for the building addition. We propose to drill two additional test borings on the north side of the police station building. We propose to drill two test borings to depths of 25 feet below grade using Standard Penetration Testing (SPT) and sampling procedures.

Prior to drilling the test borings, we will contact MISS Utility to mark public underground utilities. We ask that Town facilities staff mark or otherwise identify active (live) private underground utilities at the building foundation area, if any exist. We will not be responsible for damages to unmarked, underground utilities.

Following the field exploration programs, our engineering staff will visually classify the boring samples and select soil samples for laboratory testing. We propose to perform one classification test (Sieve Analysis or Atterberg Limits: Liquid and Plastic) and one Natural Moisture Content test. These tests will be used to assist us in the visual classification of the boring samples and to estimate the in-place soil properties.

Following the field and laboratory program, our engineering staff will evaluate the test data, and prepare a report of our geotechnical engineering recommendations. We will include recommendations for subgrade preparation at structural areas, fill and backfill construction, foundation type and capacity, frost depth, the handling of groundwater and surface water during construction, and other soil related items suggested by the subsurface data.

We, also, include a budget to provide foundation inspection and geotechnical consulting services during construction. We will provide the construction phase services as requested by the Town of South Bethany or the designated representative.



Town of South Bethany  
October 5, 2016  
Page 2

A detailed fee schedule for the proposed services follows. If you have any questions regarding this proposal or if we may be of further assistance, please contact our office.

Respectfully,  
JOHN D. HYNES & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to be "JDH", with a long horizontal line extending to the right.

John D. Hynes, P.E.  
President

JDH/jsl

Attachments



Town of South Bethany  
 October 5, 2016  
 Page 3

**PROPOSED FEES**

Hynes & Associates proposes the following fees for the subsurface exploration and geotechnical engineering evaluation services for the proposed South Bethany Police Station Addition project in South Bethany Beach, Delaware:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL COST
I.	Mobilization/Demobilization of Drill Rig and Crew	LS	\$535	\$535.00
II.	Auger Test Borings with Standard Penetration Test and Sampling:			
A.	Test Borings for Building Foundations (2 ea. to 25 ft.)	50 ft.	\$15	\$750.00
B.	Additional Test Boring Footage (if necessary)	Open	\$14/ft.	Open
III.	Soils Laboratory Testing			
A.	Sieve Analysis or Atterberg Limits (Liquid and Plastic) Tests	1 ea.	\$80	\$80.00
B.	Natural Moisture Content Tests	1 ea.	\$15	\$15.00
IV.	Engineering Services To supervise the field and laboratory programs, to evaluate the test data, and to prepare a report of our geotechnical engineering recommendations.			
A.	Staff Engineer	4 hrs.	\$80	\$320.00
B.	Project Engineer, P.E.	6 hrs.	\$110	\$660.00
C.	Principal Engineer, P.E.	1 hr.	\$140	\$140.00
V.	Construction Phase Services			
A.	Staff Engineer for Footing Inspection	5 hrs.	\$80	\$400.00
B.	Project Engineer, P.E., Consulting Services	5 hrs.	\$110	\$550.00
C.	Mileage for Footing Inspection	1 trip	\$45	\$45.00

The total estimated project cost for the proposed geotechnical engineering services is \$2,500.00. The total estimated cost for the construction phase services is \$995.00. We will not exceed these figures without your prior approval.

If the terms of this agreement are acceptable, please execute the agreement forms that follow and return one copy to our office for our records.

AGREEMENT FOR GEOTECHNICAL SERVICES

THIS AGREEMENT, made on this 5<sup>th</sup> day of October 2016, between John D. Hynes & Associates, Inc. ("Hynes & Assoc.") and Town of South Bethany ("Client") to provide:

1. Services

Hynes & Assoc. agrees to provide Client the geotechnical and related technical services set forth in Paragraph 2 below in connection with Client's project ("The Project") described as:

South Bethany Police Station Addition

South Bethany, Delaware

2. Scope of Work.

- a. Hynes & Assoc. agrees to provide and Client authorizes Hynes & Assoc. to provide the geotechnical and related technical services described in the attached proposal:

Proposal to Provide Subsurface Exploration and Geotechnical Consulting Services

South Bethany Police Station Addition, South Bethany, Delaware

- b. Unless specifically listed in the scope of work, Hynes & Assoc. services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCB's), radon gas, or any airborne pollutants.

3. Payment.

Client agrees to pay for all services provided by Hynes & Assoc. and for all expenses incurred by Hynes & Assoc. in accordance with the attached fee schedule. All services will be billed on a monthly basis. A finance charge of 1½% per month shall be charged on any unpaid balance more than 60 days past due. Client shall pay all expenses incurred by Hynes & Assoc. for liening or collecting any delinquent amount, including, without limitation, attorney fees and court costs.

4. General Nature of Site Assessment.

- a. Because geologic and soil formations are inherently random, variable and indeterminate in nature, the professional services rendered by Hynes & Assoc. and opinion provided with respect to such services under this Agreement, are not guaranteed to be a representation of actual site conditions or contamination or cost, which are also subject to change with time as a result of natural or man made processes.
- b. In preparing a report, Hynes & Assoc. may review and interpret certain information provided to it by third parties, including government authorities, court house records, testing laboratories and other entities. Hynes & Assoc. will not conduct an independent evaluation with the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information.
- c. All reports are made available for the sole use of the Client, and the contents thereof may not be used or relied upon by any other person without the express written consent and authorization of Hynes & Assoc.
- d. Services to be performed by Hynes & Assoc. shall not include an analysis or determination by Hynes & Assoc. as to whether the Client is in compliance with federal, state or local laws, statutes, ordinances or regulations.

5. Responsibilities of the Client.

The Client shall provide all information in its possession, custody or control which relates to the site, its present and prior uses, or activities at the site which may bear upon the services of the Consultant under this Agreement, including, but not limited to, the following:

- a. A legal description of the site, including boundary lines and a site plan;
- b. Historical information as to the prior owners of the site;
- c. Identification of the location of utilities, underground tanks, and other structures and the routing thereof at the site, including available plans of the site;
- d. A description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services provided by the Consultant; and
- e. Identification, by name, quantity, location, and date, of any releases or other documents indicating the presence or removal of any materials or substances having a chemical or physical impact on the site, including, but not limited to, those materials or substances defined by State or Federal environmental laws.

- b. Services performed by Hynes & Assoc. under this Agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering services.

7. Site Access and Site Conditions.

- a. Client will grant or obtain free access to the site for all equipment and personnel necessary for Hynes & Assoc. to perform the work set forth in this Agreement. Client will notify any and all possessors of the project site that Client has granted Hynes & Assoc. free access to the site. Hynes & Assoc. will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- b. Client is responsible for accurately delineating the locations of all subterranean structures and utilities. Hynes & Assoc. will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against Hynes & Assoc., and agrees to defend, indemnify, and hold Hynes & Assoc. harmless from any claim or liability for injury or loss, including attorneys' fees and other costs of defense, rising from damage done to subterranean structures and utilities not identified or accurately located.
- c. Hynes & Assoc. by virtue of providing the services described herein does not assume the responsibility of the person(s) in charge of the site, or otherwise undertake responsibility for the reporting to any local, state or federal public agencies any conditions at the site which may present a potential danger to public health or safety, or to the environment.

8. Other Subcontractors

- a. Hynes & Assoc. by the performance of any of the services contracted for in this Agreement, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to The Project customarily vested in The Project architects, design engineers, any other design agencies or authorities or other subcontractors.
- b. Hynes & Assoc. services do not include costs associated with surveying the site by a certified land surveyor or the accurate horizontal and vertical location of tests. Location of field tests is based on information furnished to Hynes & Assoc. by others or on estimates made in the field by personnel.

9. Risk Allocation.

- a. Client hereby agrees that the total liability of Hynes & Assoc. to the Client and to all other parties for any and all claims, losses, expenses or damages arising out of, or in any way relating to acts by Hynes & Assoc., or advice or opinions given by Hynes & Assoc. regarding the project, the site or this Agreement, from any cause or causes, including, but not limited to Hynes & Assoc., negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of Hynes & Assoc. under this contract or \$50,000.00.
- b. Both Client and Hynes & Assoc. agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.
- c. Client agrees to defend, indemnify and hold Hynes & Assoc., its agents, subcontractors and employees harmless from and against any and all third party claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to the Hynes & Assoc.' reports or recommendations concerning this Agreement, Hynes & Assoc., presence on the project property, or the presence, release, or threatened release of hazardous or toxic substances, or pollutants on or from the project property; provided that Client shall not indemnify Hynes & Assoc. against liability for damages caused by the negligence or intentional misconduct of Hynes & Assoc., its agents, subcontractors, or employees.

10. Discovery of Anticipated or Unanticipated Hazardous Substances or Materials.

- a. Client represents that Client has made a reasonable effort to evaluate if hazardous, toxic or polluting materials are on or near the project site, and that Client has informed Hynes & Assoc. of Client's findings relative to the anticipated presence of such materials.
- b. Hazardous, toxic or polluting materials may exist at a site where there is no reason to believe they could or should be present. Hynes & Assoc. and Client agree that the discovery of unanticipated hazardous, toxic or polluting materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Hynes & Assoc. and Client also agree that the discovery of unanticipated hazardous, toxic or polluting materials may make it necessary for Hynes & Assoc. to take immediate measures to protect health and safety. Client agrees to compensate Hynes & Assoc. for any personnel protection, equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.
- c. Upon discovery of anticipated or unanticipated hazardous, toxic or polluting materials, then Hynes & Assoc. shall have the right to terminate all work on the project. In the event that the Agreement is terminated because of the discovery of materials posing unanticipated risks, it is agreed that Hynes & Assoc. shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.
- d. Hynes & Assoc. agrees to notify Client when anticipated or unanticipated hazardous, toxic or polluting materials or suspected hazardous, toxic or polluting materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Hynes & Assoc. harmless for any and all consequences of disclosures made by Hynes & Assoc. which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is Client's

Disposition of Samples and Equipment.

- a. Disposition of Unpolluted Samples. No samples of unpolluted soil and rock will be kept by Hynes & Assoc. longer than sixty (60) days after submission of the final report unless agreed otherwise.
- b. Hazardous or Potentially Hazardous, Toxic or Polluting Samples and Materials. In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Hynes & Assoc. will, after completion of testing (a) arrange for disposal by an independent testing lab or (b) reach an agreement in writing to have such samples and materials properly disposed in accordance with applicable laws, or (c) return such samples and materials to the client. Client agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. Client recognizes and agrees that Hynes & Assoc. is acting as a bailee and at no time assumes title to said material.
- c. Contaminated Equipment. All laboratory and field equipment contaminated in performing our services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

12. Assignment.

Neither Client nor Hynes & Assoc. may delegate, assign or transfer its duties or interest in this Agreement without the written consent of the other party.

13. Enforcement.

Client agrees to pay Hynes & Assoc. all reasonable expenditures incurred by Hynes & Assoc. in enforcing the terms of this Agreement, including, reasonable attorneys' fees and court costs.

14. Force Majeure.

Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

15. Reports, Recommendations and Ownership of Documents.

Reports, recommendations and other materials resulting from Hynes & Assoc.' efforts are intended solely for the purposes of this Agreement. Any reuse by Client or others for purposes outside of this Agreement or any failure to follow Hynes & Assoc.' recommendations, without Hynes & Assoc.' written permission, shall be at the user's sole risk. Client will furnish such reports, data, studies, plans, specifications, documents and other information deemed necessary by Hynes & Assoc. for proper performance of its services. Hynes & Assoc. may rely upon Client provided documents in performing the services required under this Agreement; however, Hynes & Assoc. assumes no responsibility or liability for their accuracy. All reports, field notes, calculations, estimates and other documents which are prepared, by Hynes & Assoc., shall remain Hynes & Assoc.' property.

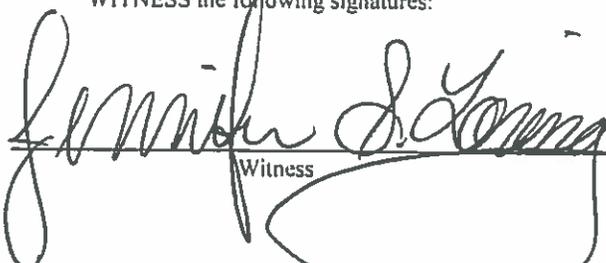
16. Termination.

This Agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this Agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Hynes & Assoc. will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination.

17. Applicable Law and Survival.

- a. This Agreement shall be governed by the Law of the State of Maryland.
- b. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitation of liabilities and indemnities shall survive termination of this Agreement for any cause.

WITNESS the following signatures:

  
Witness

JOHN D. HYNES & ASSOCIATES, INC.  
By:  (SEAL)  
Town of South Bethany (CLIENT)