

TASK ORDER FOR
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR PROFESSIONAL SERVICES
Contract #16-16-TV-04

In accordance with the Spotsylvania County Contract Agreement for Professional Services, Task Order #08 and Proposal for Courtland High School Force Main Extension is made as of _____, 2019 by and between Spotsylvania County, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the ("COUNTY"); and RUMMEL, KLEPPER & KAHL, LLP (RK&K) a Maryland Limited Liability Partnership licensed to do business in the Commonwealth of Virginia ("CONTRACTOR").

WITNESSETH:

WHEREAS the COUNTY and the CONTRACTOR entered into an Agreement made as of May 25, 2016, which was subsequently modified by "Modification #1 to Spotsylvania County Contract Agreement for Professional Services" dated June 3, 2016 and subsequently renewed by "Modification #2 to Spotsylvania County Agreement for Professional Engineering Services" dated May 10, 2017 and subsequently renewed by "Modification #3 to Spotsylvania County Agreement for Professional Engineering Services" dated May 9, 2018 to provide professional engineering services for Spotsylvania County, and

NOW, THEREFORE, the COUNTY and the CONTRACTOR, pursuant to the Agreement, and in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby agree to accept this Task Order #08 and the Proposal, dated January 17, 2019 and prepared by CONTRACTOR attached hereto, and made a part hereof. This Task Order and Proposal for Courtland High School Force Main Extension shall not exceed ONE HUNDRED TWENTY-SIX THOUSAND SIX HUNDRED FORTY-NINE DOLLARS (\$126,649.00).


Except as provided herein, the AGREEMENT remains unchanged and in full force and effect. Any conflict which may exist between the terms of this Task Order #08 and the underlying Agreement shall be resolved in favor of the terms in the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order #08 and Proposal for Courtland High School Force Main Extension to be duly executed by their duly authorized officials as of the date first written above.

SPOTSYLVANIA COUNTY, VIRGINIA

RUMMEL, KLEPPER & KAHL, LLP (RK&K)

By: _____
Mark B. Taylor Dated
County Administrator

By:  2/25/19
Michael W. Myers Dated
Partner

Approved as to form:

 2/28/19
Asst COUNTY ATTORNEY Dated



12600 Fair Lakes Circle, Suite 300, Fairfax, VA 22033 | P 703.246.0028 | F 703.246.0123 | www.rkk.com

January 17, 2019

Ronnie Baker
Project Manager
Spotsylvania Utilities / Public Works Department
Director, Engineering & Construction Division
600 Hudgins Road
Fredericksburg, VA 22408

RE: Spotsylvania County Contract Agreement For Professional Services (Contract #16-16-TV-04)
Task Order #08 – Courtland High School Force Main Extension

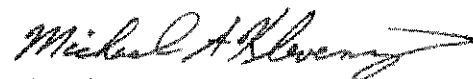
Dear Mr. Baker:


RK&K is pleased to present our proposal to assist Spotsylvania County with design services for this sanitary sewer project. The project involves the installation of approximately 3,500 linear feet of force main and gravity sewer near Courtland High School, which will connect back to the existing gravity sewer north of Woodburn Court. The purpose of the project is to relocate the force main discharge to a sewer with more adequate capacity than under current conditions.

We appreciate the opportunity to submit this proposal and look forward to working with you on this important project. Should you have any questions, please do not hesitate to contact me at 703-232-6981.

Sincerely,

Rummel, Klepper & Kahl, LLP


Michael A. Klevenz, P.E.
Senior Manager, Municipal Engineering


1/17/19

cc: Michael Myers – RK&K
Jeff Kapinos – RK&K

SCOPE OF SERVICES

SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES (Contract #16-16-TV-04)

Task Order #08 – Courtland High School Force Main Extension January 17, 2019

PROJECT DESCRIPTION

Spotsylvania County plans to install approximately 3,500 linear feet of force main and gravity sewer, starting at the existing force main discharge on the Courtland High School property and connecting to the existing gravity sewer north of Woodburn Court. The newly rerouted force main will discharge to an existing 12-inch gravity sewer, relieving some of the flow from the existing 8-inch gravity sewer. The County has provided two conceptual alignment options, shown on the attached figure, for consideration during design. It is anticipated that the new force main and gravity sewer main will be located in a newly acquired permanent easement.

SCOPE OF WORK

Rummel, Klepper & Kahl, LLP (RK&K) will provide Professional Engineering Services to Spotsylvania County for the development of design documents for the new gravity sewer and force main. Based on meetings with the Spotsylvania County, the following scope of work is presented:

1. **Data Acquisition and Preliminary Design** – Prior to the start of survey, RK&K will obtain available information about the project site through Spotsylvania County provided as-builts and GIS. RK&K will use this information to confirm the size of the new force main and gravity sewer, taking into account the County's input. For each of the potential force main routes, RK&K will conduct a preliminary site assessment to evaluate potential impacts to existing features, including environmental impacts. RK&K will prepare a technical memorandum summarizing these impacts, including a discussion of easements and budgetary-level cost estimates for each option.
2. **Surveying and Base Map Development** – After the proposed force main alignment is decided upon, a topographic field survey along the project route will be conducted by our surveying subconsultant, Rinker Design Associates (RDA). Subsurface Utility Engineering (SUE) will consist of contacting Miss Utility to mark the project area. Field verification of the base map will be conducted prior to preparing the design drawings. It is our understanding that up to two (2) easement plats may be required. The County will obtain the easements and provide easement dedication documents.

In the event that it is found that the Miss Utility markings did not accurately define all existing underground utilities, RK&K's subcontractor will provide SUE services in selected areas. These services include the use of geophysical sensing equipment for identifying, designating, locating and mapping existing and abandoned utility infrastructure. Techniques include magnetic, sonic, and acoustic technologies, ground penetrating radar, and radio frequency detection. No vertical location of utilities are included in the fee estimates.

3. **Sewer Main Design** – RK&K will prepare drawings, specifications, calculations, and an opinion of construction cost for the work. RK&K will design approximately 3,500 linear feet of force main and gravity sewer main, per Spotsylvania's requirements. The new sewer will generally follow one of the options shown on the attached figure, but the actual location of the new sewer will be determined based on the preliminary site assessment and field survey. Construction drawings will include a Cover Sheet, General Notes and Details, Plan and Profile Sheets, and Erosion and Sediment Control Plans. It is anticipated that

approximately five (5) plan and profile sheets will be included in the plan set, assuming a horizontal scale of 1"=25'.

4. **Permitting Assistance (Option 1)** -- RK&K has included optional environmental and permitting services, described herein. Some of the permits that RK&K may need to assist with are listed below:
 - a. **Wetland/Stream Delineation** -- RK&K personnel will delineate jurisdictional wetlands and waters of the U.S. in accordance with the Corps of Engineer's delineation manual (1987 edition) by flagging the boundary of these areas within the construction corridor along the proposed alignment. Each flag will be located using a handheld sub-meter GPS unit. Appropriate documentation of existing conditions will be completed during the fieldwork. This fee also includes coordination with the Corps of Engineers to confirm the delineation.
 - b. **Water Quality Permitting** -- If wetlands do exist within the proposed water main alignment, it is likely that the work can be performed under a USACE Nationwide 12 Permit, which allows temporary disturbance of wetlands. Correspondence to the appropriate agencies to acquire the permit will include a Joint Permit Application (JPA). The JPA requires a review under Section 106 of the National Historic Preservation Act. Although the USACE will perform this coordination, RK&K will review the scope of work and location to anticipate the level of effort and possible schedule that may be required. Additionally, a database review of threatened and endangered species must be performed and reported within the JPA. We have included a fee to cover the preparation of the permit application.
5. **Bidding Assistance (Option 2)** -- If needed, RK&K will provide bidding assistance when directed by Spotsylvania County. These services may include, but not be limited to, the following: attend pre-bid meeting, assist with contractor RFI's, assist with preparation of addenda, evaluation of bids, and contractor validation for notice of award purposes.
6. **Construction Administration Assistance (Option 3)** -- Optional construction administration services are as follows:
 - a. **General Construction Assistance** -- RK&K will attend pre-construction meeting and monthly construction progress meetings and site visits (as requested), review shop drawings, respond to RFI, assist with review of change orders, and attend final inspection.
 - b. **Survey Stakeout** -- RK&K's surveyor (RDA) will perform a one time stake-out of the proposed sewer main for the successful contractor. Additional stake-out work will need to be paid for by the contractor.
 - c. **As-Built Development** -- RDA will provide final as-built drawings for the sewer line. RK&K will review as-built information with the County and contractor as well. Red-line markups will be provided to RK&K from the contractor.

SCHEDULE OF WORK

Milestone	Time Period
1. Data Acquisition and Preliminary Design	60 Days from NTP
2. Review by County	30 Days from Item 1
3. SUE, Surveying, and Base Map	60 Days from Item 2
4. Design Drawings (60%)	60 Days from Item 3
5. Review by County	30 Days from Item 4
6. Design Drawings (90%) and Prepare Easement Plats	60 Days from Item 5
7. Review by County	30 Days from Item 6
8. Construction Drawings/Bid Ready	60 Days from Item 7

The review times for Spotsylvania County are assumed. The above schedule should be utilized for planning purposes and will be refined as the project proceeds.

PROPOSED FEE

Based on the above scope of work and deliverables, our annual contract hourly rates and projected labor hours, the following lump sum fee is presented:

Task 8.1 -- Data Acquisition and Preliminary Design	\$ 10,750
Task 8.2 -- Surveying and Base Map Development	\$ 36,042
Task 8.3 -- Sewer Main Design	\$ 38,232
Task 8.4 -- Permitting Assistance (Option 1)	\$ 15,769
Task 8.5 -- Bidding Assistance (Option 2)	\$ 3,850
Task 8.6 -- Construction Administration Assistance (Option 3)	\$ 19,006
Task 8.7 - Reimbursable Expenses	\$ 3,000
Total Fee	\$126,649

This estimated fee will not be exceeded without your prior approval. Invoices will be prepared on a monthly basis.

TERMS AND CONDITIONS:

This work will be performed in accordance with the terms and conditions of the Spotsylvania County Contract Agreement For Professional Services (Contract #16-16-TV-04).

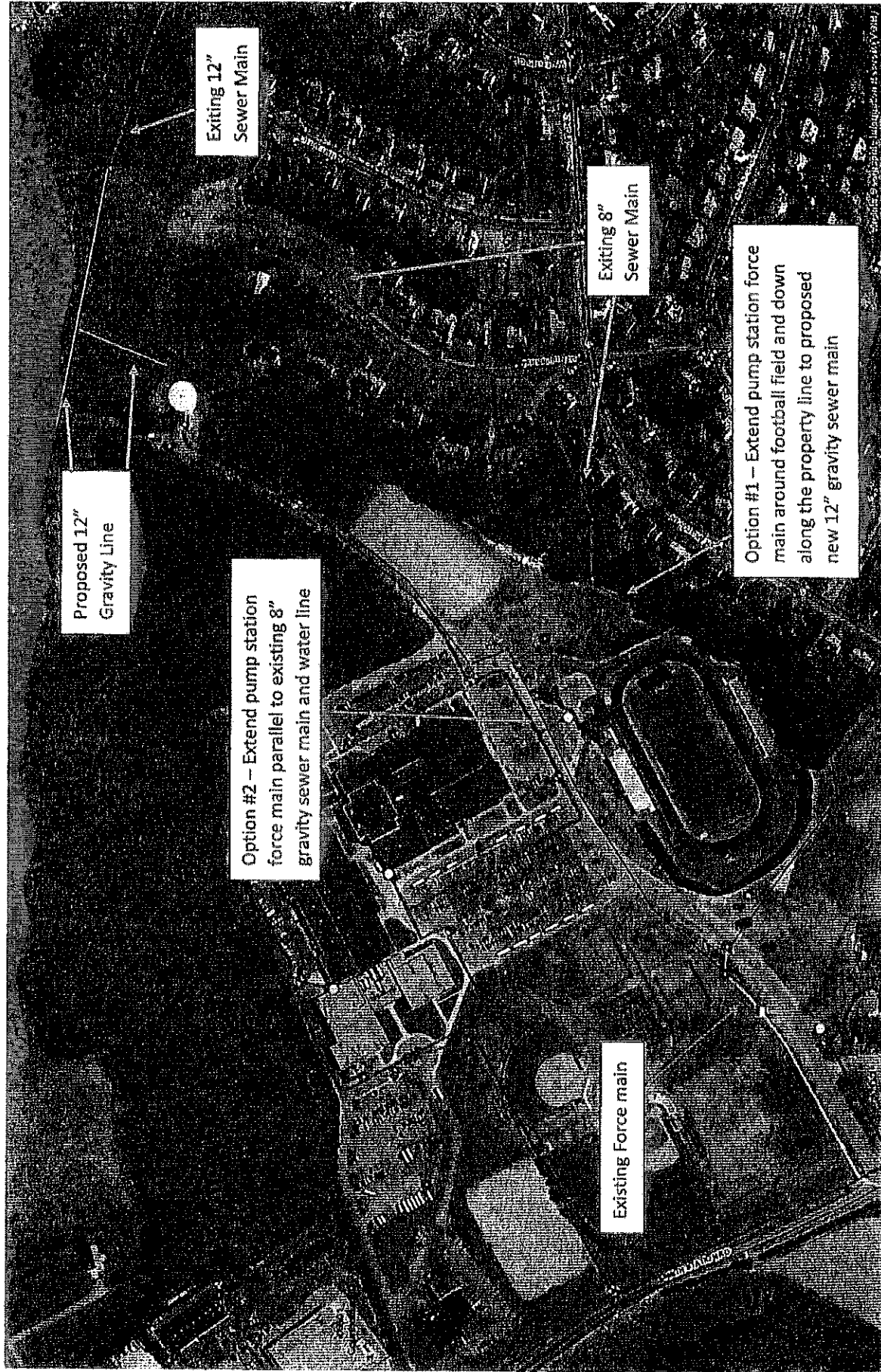
SERVICES NOT INCLUDED:

1. Geotechnical Investigations.
2. Agency approval/permitting fees will be the responsibility of the County.
3. Title Searches or easement acquisition assistance.
4. Stormwater Pollution Prevention Plan

Task 08 - Courtland High School Force Main Extension (1/17/19)

	Senior Manager - QA/QC	Project Manager	Sr. PE	Sr. CAD	Eng	Sr. Inspec	Estimated Fee	Expenses	Total
8.1 Data Acquisition and Preliminary Design	8	0	24	8	40	0	\$ 10,750	\$ -	\$ 10,750
8.1.1 - Review of Existing Information	2		6		12		\$ 2,712		
8.1.2 - Site Assessment	2		6		12		\$ 2,712		
8.1.3 - Technical Memorandum	4		12	8	16		\$ 5,325		
8.2 Surveying and Base Map Development	3	0	12	12	0	0	\$ 3,724	\$ 32,318	\$ 36,042
8.2.1 - Subsurface Utility Engineering (SUE) - (Option 2 alignment)	1		2	2	0		\$ 734	\$ 5,018	
8.2.3 - Surveying and Base Map Development (Option 2 alignment)	2		8	8	0		\$ 2,483	\$ 25,800	
8.2.3 - Easement Plats (2 x \$750)			2	2	0		\$ 508	\$ 1,500	
8.3 Sewer Main Design	16	40	55	124	53	0	\$ 38,232	\$ -	\$ 38,232
8.3.1 - Drawings (5 Plan and Profile Sheets)	10	15	20	80	20		\$ 18,275	\$ -	
8.3.2 - Design Detail Pages, E&S Sheets, Misc.	1	3	5	20	5		\$ 4,088	\$ -	
8.3.3 - Technical Specifications	1	2	4		8		\$ 2,112	\$ -	
8.3.4 - Construction Cost Estimate	2	4	6		8		\$ 3,028		
8.3.5 - Revisions to Drawings	4	8	12	24	12		\$ 7,969		
8.3.6 - Review Meetings with County (2)	0	8	8		0		\$ 2,761		
8.4 Permitting Assistance (Option 1)	0	9	52	0	54	0	\$ 15,769	\$ -	\$ 15,769
8.4.1 - Environmental Inventory			2		2		\$ 532		
8.4.2 - Wetlands and Waters Determination		4	24		24		\$ 7,147		
8.4.3 - Rare, Threatened, and Endangered Species Investigation		1	2		4		\$ 943		
8.4.4 - Cultural Resources Investigation		2	12		8		\$ 3,132		
8.4.5 - Water Quality Permitting		2	12		16		\$ 4,015		
8.5 Bidding Assistance (Option 2)	2	6	12	4	0	0	\$ 3,850	\$ -	\$ 3,850
8.5.1 - Bidding Assistance	2	6	12	4	0		\$ 3,850		
8.6 Construction Administration Assistance (Option 3)	2	12	20	18	0	0	\$ 7,606	\$ 11,400	\$ 19,006
8.6.1 - Construction Administration Assistance	2	8	16	8	0		\$ 5,244		
8.6.2 - Survey Stake-Out for Contractor		2					\$ 379	\$ 8,700	
8.6.3 - As-Built Development		2	4	10			\$ 1,983	\$ 4,700	
8.7 Reimbursable Expenses (Vehicle Mileage, Printing)							\$ -	\$ 3,000	\$ 3,000
Total Project Hours	33	67	175	166	147	0			
Billable Rate (Base Rate + Fee)*	\$ 225.97	\$ 189.41	\$ 155.73	\$ 98.12	\$ 110.49	\$ -			
Total	\$ 7,457	\$ 12,690	\$ 27,254	\$ 15,288	\$ 16,242	\$ -	\$ 79,931	\$ 46,718	\$ 126,649

Pump Station Force Main Extension at Courtland High School





RINKER DESIGN ASSOCIATES, P.C.

Engineering • Surveying • Land Planning
Transportation • Right of Way • Environmental

November 13, 2018

Jennifer Bunting, PE
RK&K
2901 S. Lynnhaven Road
Suite 300
Virginia Beach, VA 23452

Phone: 757-498-4123
Email: jbunting@rkk.com

Re: Courtland High School Force Main Extension
Stafford County, VA

RDA Project #: 16097-4

Ms. Bunting:

We are pleased to present our proposal providing professional land surveying services for the above-referenced project. Outlined below are the items of work we feel will be required:

ITEM 40-10-201:

Boundary and Topographic Survey (Option 1):

\$ 24,600.00

Rinker Design Associates, P.C. (RDA) will perform a boundary and topographic survey on a portion of the property of 6701 Smith Station Road and adjacent parcels as shown on the attached document.

This activity will include the following:

- Conduct land records research.
- Prepare notification letters and mail to all subject property owners.
- Deed computations and analysis.
- Perform partial boundary survey to establish right-of-way and provide departing property lines from deeds of record. Establish horizontal and vertical control:
 - Horizontal Control: VCS 1983
 - Vertical Control: NAVD 1988
- Perform a field run topographic survey locating all visible surface features within a 50-foot swath of the shown alignment for Option #1 in the attached document for an approximate length of +/- 3,500 linear feet.
- Obtain as-built data for sanitary sewer and storm sewer structures along the alignment, if any.
- Locate any ornamental/stand-alone trees within the above-mentioned alignment. Does not include the location of any individual trees within wooded areas.
- Prepare base map depicting all visible physical features at a horizontal scale of 1"=30' with two foot contour intervals.

ITEM 40-10-202:

Boundary and Topographic Survey (Option 2) :

\$ 25,800.00

Rinker Design Associates, P.C. (RDA) will perform a boundary and topographic survey on a portion of the property of 6701 Smith Station Road and adjacent parcels as shown on the attached document.

This activity will include the following:

- Conduct land records research.
- Prepare notification letters and mail to all subject property owners.
- Deed computations and analysis.
- Perform partial boundary survey to establish right-of-way and provide departing property lines from deeds of record. Establish horizontal and vertical control:
Horizontal Control: VCS 1983
Vertical Control: NAVD 1988
- Perform a field run topographic survey locating all visible surface features within a 100-foot swath of the shown alignment for Option #2 in the attached document for an approximate length of +/- 3,200 linear feet.
- Obtain as-built data for sanitary sewer and storm sewer structures along the alignment, if any.
- Locate any ornamental/stand-alone trees within the above-mentioned alignment. Does not include the location of any individual trees within wooded areas.

Prepare base map depicting all visible physical features at a horizontal scale of 1"=30' with two foot contour intervals.

ITEM 40-20-350:

Sanitary Sewer Stakes:

\$ 6,700.00

- Set offset stakes at all proposed manholes and along force main alignment at 50' intervals with cut sheets.

ITEM 40-40-300:

As-built Survey:

\$ 4,700.00

- Prepare As-built Survey per Spotsylvania County as-built requirements/checklist. Client assumes responsibility for submission, final meetings with inspector, if required, and submitting as-built plans to Spotsylvania County along with associated submission fees.

ITEM 30-10-200:

Easement Plats:

\$ 750.00/Plat

- Provide easement plats for various parcels along alignment, if required.

ITEM 70-10-401:

Option 1 Utility Designating:

\$ 3,345.00

- Existing underground utilities to be designated by Mid-Atlantic Utility Locating, LLC



ITEM 70-10-402:

Option 2 Utility Designating:

\$ 5,017.50

- Existing underground utilities to be designated by Mid-Atlantic Utility Locating, LLC

LIST OF ASSUMPTIONS/UNDERSTANDINGS:

- 1) This contract does not include costs for any wetland studies, permits or environmental studies/permits that may be required.
- 2) No title work will be conducted by RDA for each property involved.

DELIVERABLES:

AutoCAD electronic files

ITEM 7010400: Reimbursable Expenses -- (If Required)

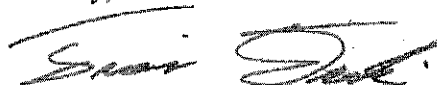
\$ 500.00

To cover expenses for Confined Space Entry Equipment.

All work will be performed in accordance with the attached rate schedule.

The proposal is effective for a period of thirty (30) days at which time it becomes void unless executed. A signed second copy of this agreement returned to our office will serve as our authorization to proceed with the above work as it is ordered.

Sincerely,



Travis Dreelin, SIT
Field Coordinator

Attachments

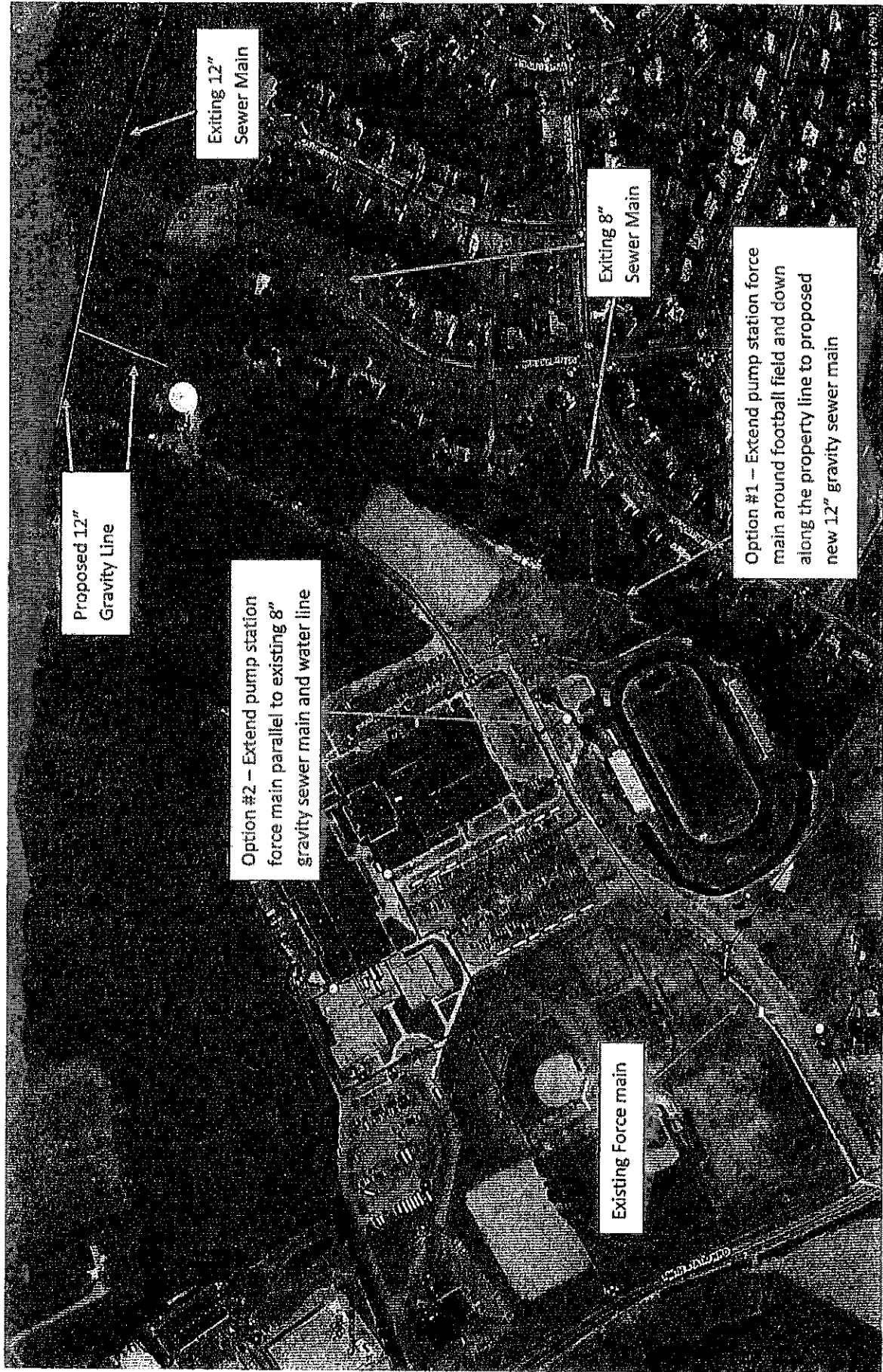
I hereby authorize Rinker Design Associates, P.C. to proceed in accordance with the above outlined proposal.

APPROVED: _____
(Signature and Title)

(Date)



Pump Station Force Main Extension at Courtland High School



RINKER DESIGN ASSOCIATES, P.C.
TERMS AND CONDITIONS

Form C100.01

The terms and conditions of this Agreement are as follows:

1. Fees are based on local and state criteria and standards. Special design, extra work, off-site work, client and architectural revisions, and revisions due to changes in governmental policies will be billed at hourly rates.
2. Reimbursable costs such as photo reduction/enlargement, research photo copies, outside printing, mailing, delivery service, subcontract labor, etc., will be charged at cost plus a handling fee of fifteen percent (15%). In addition, any county or state review or submittal fees will be charged at cost plus 15% when Rinker Design Associates is requested to make payment.
3. Clients requesting overtime work will be billed at one and one-half (1.5) times normal hourly rates. Overtime is defined as work performed in excess of eight (8) hours per day, Monday through Friday, and any time on Saturday, Sundays, or legal holidays will be billed at two (2.0) times normal hourly rates. Any such overtime shall be authorized by the client in writing twenty-four (24) hours prior to the time such work is desired. No guarantees are made as to the availability of personnel for overtime work. Rinker Design Associates shall not be liable for delays. Rinker Design Associates is hereby granted the authority to employ consultants on as needed basis.
4. The attached rate table will be effective through July 31st. On August 1st, and every August 1st thereafter, the rate table may, at the discretion of Rinker Design Associates and without notice to the client, be adjusted to comply with the rate table which is in effect at that time.
5. Invoices will be rendered monthly on or before the 10th of the month, for work performed the previous month and are due and payable upon receipt. Any dispute over a billing for causes then known or which with the exercise of due diligence and reasonable attention should be known shall be submitted to Rinker Design Associates in writing within twenty (20) days from the date the disputed services or costs initially are billed, or all such disputes or setoffs shall be deemed waived. In the event any bill or portion thereof is disputed by Client, the Client and Rinker Design Associates shall work together to resolve the matter within sixty (60) days of it being called to Rinker Design Associates' attention. If resolution of the matter is not attained within sixty (60) days, either party may terminate this AGREEMENT in accordance with the conditions indicated below. If the undisputed portion of the invoice is not paid by the end of the month in which it initially was rendered, the Client's account shall be considered delinquent and the Client agrees to pay a finance charge of one and one-half percent (1.5%) per month on all delinquent invoices. Payments when received shall be applied first to all outstanding finance charges, and then to the oldest invoice first. At any time any portion of the Client's account is delinquent, including finance charges, Rinker Design Associates shall have the right immediately to cease all further work on the project by giving written notice of that decision to the Client. Client shall waive any claim against Rinker Design Associates and shall defend and indemnify Rinker Design Associates from and against any claims for injury or loss stemming from Rinker Design Associates' cessation of service. If the Client pays all outstanding invoices within seven (7) days from the date of such notice, Rinker Design Associates shall resume work. If the Client pays all outstanding invoices later than seven (7) days from the date of such notice, resumption of work shall be at the sole discretion of Rinker Design Associates, who may elect not to resume. If the account is placed in the hands of an attorney for collection, the Client agrees to waive the benefit of the homestead exemption and all other applicable exemptions, and further agrees to pay an attorney's fee of thirty percent (30%) of the amount of the account at the time it was referred to the attorney, but not less than Five Hundred Dollars (\$500.00), plus all court costs. There will be a Twenty Dollar (\$20.00) charge for all checks returned for insufficient funds. Client hereby submits to the jurisdiction of the Commonwealth of Virginia, consents to venue in Prince William County, Virginia, and appoints the Secretary of the Commonwealth of Virginia as its agent for service of process.
6. All tracings, survey notes and other original and electronic files and/or documents as instruments of service shall remain the property of Rinker Design Associates. These documents are intended solely for the information and use of the client for the purpose outlined by this agreement. Client shall not use such documents for any other purpose without Rinker Design Associates' prior written consent. Any unauthorized use or re-use of such documents shall be at the risk of the user and the Client and user shall indemnify and hold harmless



RINKER DESIGN ASSOCIATES, P.C.
TERMS AND CONDITIONS

Form C100.01

Rinker Design Associates from any and all claims of any sort and all costs and fees associated therewith arising from or related to such unauthorized use or re-use.

7. If a project is stopped by the client or stopped due to nonpayment by the client, a re-start fee of \$500.00 will be charged. This fee is applicable only if the project has been stopped for at least thirty (30) consecutive calendar days.

8. Fees for surveying services in this agreement do not contain and do not imply any contingency for re-staking. In the event that boundary monuments, survey control points, or construction stakes previously existing or placed by Rinker Design Associates are destroyed or missing for any reason, the cost and responsibility for replacement will be borne by the client. The replacement of any such survey markers will occur only after receipt of a properly executed change order or other proper written notification of acceptance of additional charges. All construction stakeout services require five (5) working days' notice for the first request, and two (2) working days' notice for subsequent requests for additional stakeout services.

9. This Agreement may be terminated with or without cause by either party on thirty (30) days written notice, the end of such notice period being the effective date of termination. Nothing in this provision or in any other provision of this agreement shall be construed to relieve the client of an obligation to pay Rinker Design Associates for all work performed up until the effective date of termination. If the agreement is terminated by the Client, the Client shall pay, in addition to the amount due for all work performed, One Thousand Dollars (\$1,000.00) for costs of termination and demobilization.

10. This Agreement is not intended for the benefit of anyone other than Rinker Design Associates and the Client and shall not give rise to nor be the basis for any claim of any sort by any person or entity not a party hereto.

11. This Agreement may not be assigned by Client without the written consent of Rinker Design Associates. Rinker Design Associates shall be under no obligation to consent to any assignment of the Agreement and its refusal to consent to an assignment shall be no grounds for any claim or action against Rinker Design Associates.

12. It is acknowledged by the parties that field changes and verbal requests for additional work are common, and all work performed pursuant to such verbal changes or requests by the Client shall be billed and paid at the hourly contract rates in effect at the time of performance. No change may be made to these Terms and Conditions, however, other than by written Change Order signed by a Principal of the firm on behalf of Rinker Design Associates.

13. The parties hereto acknowledge that errors, omissions, or defects in the work provided may occur due to the inherent uncertainties in the construction process, subsequent changes, misunderstandings between the parties, human error, or other causes. In the event of discovery of any such error or discrepancy immediate notice thereof shall be given to Rinker Design Associates, who shall take prompt action to correct their work. In such event, the liability of Rinker Design Associates shall for all purposes be limited to Fifty Thousand Dollars (\$50,000.00) or to the amounts paid to Rinker Design Associates under this Agreement, whichever is greater. If notice of the asserted error, omission or defect is not given to Rinker Design Associates immediately upon discovery thereof or if not discovered within a reasonable time after it should have been discovered, the liability of Rinker Design Associates shall for all purposes be limited to correction of their errors.

14. In the event of a final determination by a court that any provision in this Agreement is unenforceable, such provision shall be stricken and the remainder of this Agreement shall remain in full force and effect.

15. Except as otherwise specifically set forth, this Agreement imposes upon Rinker Design Associates no obligation to identify, locate, or deal with in any manner the containment, removal, neutralization or other treatment of hazardous waste or asbestos, or to continue work in the field in the presence of hazardous waste or asbestos, and the Client agrees that it shall hold harmless Rinker Design Associates, its agents and employees from and against all claims, damages, losses and/or expenses, and direct, indirect, or consequential damages, including but not limited to attorney's fees and court or arbitration costs, arising from or related to performance of the work by Rinker Design Associates in any way related to hazardous waste or asbestos.





RINKER DESIGN ASSOCIATES, P.C.

Engineering • Surveying • Transportation • Traffic • Structures & Bridge
Right of Way • CEI • Land Planning • Environmental

HOURLY RATES Rate Table 31	
Item	Rate
Principal	\$ 255.00 / hr.
Project Manager	\$ 185.00 / hr.
Senior Engineer	\$ 165.00 / hr.
Project Engineer-1 / Surveyor-1 / Planner-1	\$ 140.00 / hr.
Project Engineer-2 / Surveyor-2 / Planner-2	\$ 120.00 / hr.
Project Engineer-3 / Surveyor-3 / Planner-3	\$ 105.00 / hr.
Engineering/Surveying/Planning Technician	\$ 90.00 / hr.
Land Surveyor	\$ 155.00 / hr.
Field Coordinator	\$ 130.00 / hr.
Field Party (One-Man Crew)	\$ 105.00 / hr.
Field Party (Two-Man Crew)	\$ 155.00 / hr.
Field Party (Three-Man Crew)	\$ 210.00 / hr.
Environmental Manager	\$ 155.00 / hr.
Environmental Specialist	\$ 125.00 / hr.
Right of Way Manager	\$ 215.00 / hr.
Senior Right of Way Agent	\$ 105.00 / hr.
Right of Way Agent	\$ 85.00 / hr.
Appraisal Manager	\$ 165.00 / hr.
Appraiser	\$ 120.00 / hr.
Construction Manager	\$ 165.00 / hr.
Construction Engineer/Inspector	\$ 100.00 / hr.
Clerical/Delivery	\$ 75.00 / hr.
Other Items	Rate
Plotter Mylar	\$ 3.00 / S.F.
Plotter Bond	\$ 0.36 / S.F.
Photographic Prints	\$ 9.00 / S.F.
Prints (Minimum Charge)	\$ 30.00
Black/White Copies	\$ 0.30 / ea
Color Copies	\$ 1.00 / ea
Mileage	\$ 0.55 / mile

- Unless specifically stated in the contract, all other fees and reimbursables are not included in unit, lump sum, or estimated fee tasks. Other fees will be invoiced at the above stated prices.
- A 30% surcharge will be applied to the above hourly rates for time spent in depositions or while in actual trial if requested as an additional service in contract. Governmental fees, permit cost and/or any other fees for review are not included. Clients are expected to pay such fees direct.
- Minimum time segment for field work is four (4) hours. The minimum for office is one-half (1/2) hour.

