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May 15, 2017

Mrs. Peggy Moynahan
Salem Fields Board of Directors
11125 Rappahannock Drive
Fredericksburg, VA 22407

Via email: pmoynahansfca@gmail.com

RE: Engineering & Surveying Proposal
Salem Fields
Townhouse Parking Addition Evaluation
Concept Planning
Spotsylvania County, VA

Dear Mrs. Moynahan:

Sullivan, Donahoe and Ingalls, PC (hereinafter referred to as the Professional) is pleased to submit this proposal to provide civil engineering and surveying services for the above referenced project. In this proposal, we have included an outline of the scope of services required, and the proposed fees for our services.

Should the project change and the scope of services increase, we will prepare a new proposal or proceed under the "Additional Services" section of this proposal with your authorization.

Project Description

The project associated with this proposal consists of providing general engineering and/or surveying consulting services for the above referenced, Salem Fields Townhouse Parking Addition Evaluation. Townhouse units in the Stonefield and Parkevue sections of Salem Fields are experiencing parking overflow conditions due to various factors. The Professional will prepare limited mapping and conceptual layout design information to assist the Client in determining if construction of additional parking spaces in these sections is feasible for the Homeowner's Association.

No fieldwork or boundary surveying is a part of this proposal and all base information will be taken from available sources. Conceptual design details will be prepared as described herein.

Scope of Services

I. Parking Addition Evaluation

The Professional will assemble project area base mapping, to be taken from existing sources to prepare scaled digital information to work from. No fieldwork or surveying will be performed as part of this scope of work.

Using the concept base mapping, the Professional shall evaluate the project areas to determine where additional parking spaces may be added. Limited review of existing Stormwater Management designs will be considered if As-built Record Drawings can be obtained. The Professional will present the potential additional parking space layouts to the Client for discussion and consideration. Once selected alternatives are made, the Professional will prepare a preliminary cost estimate to further establish the final scope of work.

No Site Plans or other submittals to Spotsylvania are anticipated under this scope of work. All documents will be considered Client-Professional working documents which may for the basis for a Site Plan at a future date.

Fee: \$ 5,500.00

II. Meetings

The Professional shall attend meetings as required by the Scope of Services when requested by the Client.

Fee: Hourly (Estimate \$900.00)

III. Reimbursables

Prints, mylars, computer disc, mailings Fed-Ex packages and other miscellaneous reimbursables shall be billed under the engineer's current rates.

IV. Additional Services

Any work or services, which are not listed above or are not expressly provided for in this proposal, may be performed by the Professional upon the request or prior approval of the Client. All additional services will be performed by the Professional on an hourly basis utilizing the hourly rates listed below:

HOURLY RATES

Principal \$ 200.00/hr.

| | |
|---------------------------|---------------|
| Senior Engineer/Surveyor | \$ 150.00/hr. |
| Project Engineer/Surveyor | \$ 110.00/hr. |
| Design Engineer/Surveyor | \$ 100.00/hr. |
| Easement Acquisition Tech | \$ 100.00/hr. |
| Sr. Civil Tech | \$ 100.00/hr. |
| Civil Tech | \$ 80.00/hr. |
| Plan Administrator | \$ 70.00/hr. |
| Field Crew (3-man) | \$ 155.00/hr. |
| Field Crew (2-man) | \$ 125.00/hr. |
| Draftsman | \$ 75.00/hr. |
| Computer Operator | \$ 80.00/hr. |
| Clerical | \$ 50.00/hr. |
| Public Meeting/Testimony | \$ 300.00/hr. |

PRINT FEES

| | |
|-------------|--|
| Prints | \$ 2.25 per Sheet (24"X36") (\$10.00 minimum) |
| Mylars | \$ 25.00 per Sheet (24"X36") (\$45.00 minimum) |
| Vellum | \$ 12.00 per Sheet (24"X36") (\$45.00 minimum) |
| Photocopies | \$ 0.15 each |
| Color Plots | \$ 4.50 per Sq. Ft. (\$45.00 minimum) |

REIMBURSABLES

| | |
|---------------------|-----------------------------------|
| FedEx/UPS | Cost + 15% (Minimum \$45.00) |
| Mail | Cost + 15% (Minimum \$ 5.00) |
| Outside Consultants | Cost + 10% + Coordination Time |
| Deliveries | \$ 45.00/hr. + Mileage |
| Travel | Federal Standard Rate |
| FAX | \$ 0.50/page (\$ 1.00 minimum) |
| CADD Charge | \$ 120.00/hr. (\$ 200.00 minimum) |

Rates are effective for one year from the date of this proposal.

General Conditions

1. The Client shall file for all permits and pay all fees. Reimbursable expenses shall be billed to the Client at established under Additional Services, above.
2. Cost of blueprints, mylars and other printing costs shall be billed monthly at the Professional's current rate for printing listed under Additional Services, above.
3. To the fullest extent allowed by law, the Professional's total liability to the Client for all claims arising from this project or under this Agreement shall not exceed the total amount of the Professional's fees listed in this Agreement or \$50,000, whichever is less.
4. The Professional shall perform its services consistent with the professional skill and care ordinarily provided by Professionals practicing in the same or similar locality under the same or similar

circumstances. The Professional shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

5. Unless specifically mentioned above, this proposal does not include any design for buildings, site lighting, special structures (retaining walls, etc.), pump stations, traffic impact analysis and earth calculations.
6. Design plans will be prepared in accordance with local standards. The Professional will use information provided by the Client's Architect to prepare design plans.
7. Unless specifically included under the scope of services described above, neither the Professional nor its sub-consultants (if any) shall assume any liability for the following:
 - A. Construction means and methods (including monitoring or inspections of any kind)
 - B. Project scheduling
 - C. Budgeting, quantity opinions, or cost estimates
 - D. Construction management
 - E. Permitting
 - F. Geotechnical engineering or any other analysis or testing of subsurface conditions (including soils and the location of any utilities or structures not visible on the surface)
 - G. Identification or advice pertaining to any hazardous conditions, including but not limited to asbestos, petroleum, radioactive materials, hazardous waste, wetland delineation or other environmentally sensitive areas
 - H. Environmental Site Assessments
 - I. Job site safety or OSHA compliance
 - J. Compliance with the Americans with Disabilities Act of 1990 (ADA)
8. ALL work will be completed in accordance with a time schedule agreed upon by the Client and the Professional. All work will be performed during the Professional's normal work day. Normal work day shall mean Monday through Friday, 7:00 AM to 3:30 PM. for field crews, and 8:00 AM to 5:00 PM for office, not including holidays.
9. Client agrees to provide Professional with all access and right of entry to the site to perform its services in a timely manner. All necessary permits and permission to access the site shall be the sole responsibility of the Client.
10. The Client or the Client's Contractor shall provide the Professional with a time schedule when stakeout is required. The Professional shall respond within 72 hours, not counting weekends or holidays, of the Contractor's request for stakeout.
11. The Client or the Client's Contractor shall meet with the Professional and discuss the method of stakeout and how the Contractor wants work staked prior to starting any stakeout.
12. The Client or the Client's Contractor is responsible for protection and maintenance of all stakeout hubs and control points. In the event any survey points are destroyed, damaged, or lost, or made inaccessible by construction activity or other causes beyond the control of Sullivan, Donahoe and Ingalls and must be replaced, charges for replacement will be on an hourly basis.
13. The Professional will compute a stakeout plan based on the site plan and building plans provided by the Client, and will bill hourly for computing the plan.
14. The Client or the Client's Contractor shall order a minimum of three hours fieldwork per request for field stakeout. Less than the minimum will result in an hourly charge based on the rates shown for a minimum of three hours for a field crew for each site visit.

15. The Professional will not be liable for project downtime due to construction stakeout schedules.
16. Existing underground utilities will be shown in a general way only and the Professional does not certify to the location.
17. In the event the Professional's scope of services listed in this Agreement shall include periodic site visits during the construction phases, the Professional shall be serving only in the capacity as a consultant to advise the Client on issues involving progress and general design compliance. The Professional does not assume any responsibility for the quality or timeliness of any contractor's work, job site safety, continuous on-site inspections, or any issues that fall outside of the Professional's scope of services as defined in this Agreement.
18. All drawings, survey notes and other original documents as instruments of service shall remain the property of the Professional. The Client shall not use such documents without the Professional's written consent. The Professional shall not release any drawings or other project design information to others without the Client's consent. Upon request of the Client and following full payment of all fees, the Professional may make available to other professional design firms, any non-proprietary design information as required for subsequent third-party project design. The transfer of this non-proprietary information shall be in electronic format, provided that the third-party professional firm has executed the Professional's standard CADD Release Form.
19. The Client shall assist the Professional by placing at the Professional's disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
20. The Client shall provide copies of all correspondence to the Professional relative to the work being performed by the Professional according to this agreement, including any correspondence between the Client and local, state or federal governmental or regulatory agencies.
21. The Client acknowledges that the approval process is both unpredictable and outside the Professional's control. The Professional does not guarantee approvals by any governing authority or outside agency, nor the ability to maintain any project review timeline.
22. All fieldwork performed by the Professional, outside the limits of the topographic survey necessary for the design and preparation of the design plans, shall be considered additional services.
23. The Landscape Plan shall show the minimum landscaping required for the development of the site only to the extent necessary to meet local governmental requirements.
24. No detailed written specification will be prepared by the Professional. All details and specifications will be shown on the drawings.
25. The above fees are based on performing the engineering design one time. Revisions and/or changes requested by the Client or review agencies are considered additional services.
26. The Professional shall perform services without the benefit of a "Title Report" unless a "Title Report" is submitted to the Surveyor prior to starting the survey.
27. Unless the Client provides a wetlands survey to the Professional before notice to proceed is given, the Professional is directed to furnish its services on the basis that the project has no wetlands or wetlands impact, and any liabilities or any revisions to services, or the project subsequently caused by and/or resulting from wetlands issues shall be at the cost of and the sole responsibility of the Client, who shall indemnify and hold the Professional harmless therefore.

28. The hourly rates in this proposal shall be in effect for a period of one (1) year from the date of this proposal; at which time the hourly rates may be revised.
29. Each scope item will be billed at 100% when submitted to locality or other agency for review.
30. Invoices are due and payable upon receipt. If invoice is not paid within 30 days, the account shall be considered delinquent and a finance charge of one and one-half (1½%) per month shall be added to the account.
31. The Professional and the Client each agree to indemnify the other (including their respective Clients, officers, employees, agents and representatives) from all claims, including reasonable attorney's fees, arising out of and to the extent caused by the other party's negligence. In addition, the Client agrees to indemnify the Professional, including reasonable attorney's fees, for any and all claims arising from work performed by any third party hired by the Client or resulting from any outside information provided by the Client to the Professional which was incorporated into the Professional's services.
32. The Professional shall carry throughout the performance of its services under this Agreement, the following insurance coverage:
 - Commercial General Liability – Limit of \$1,000,000 per occurrence
 - Automobile Liability (including coverage for hired & non-owned autos) – Limit of \$1,000,000 per occurrence
 - Workers' Compensation – Statutory Limits
 - Professional Liability – Limit of \$1,000,000 per claim.
33. Either the Client or the Professional may terminate this agreement, without cause, after providing the other party with 30 days written notice.
34. In the event that the Client believes it may have a reason to terminate the Professional for cause, it must first cite its reasons, in writing, and then provide the Professional with 10 calendar days, following receipt of notice, to cure its default. In the event that the Professional fails to cure its default, Client may terminate this Agreement
35. In the event of any termination, regardless of cause, the Client shall immediately pay the Professional all outstanding fees, including reimbursable expenses due to the Professional, due through the date of termination.
36. In the event of an unresolved claim or fee dispute arising under this Agreement, the Client and the Professional shall submit to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. In the event that mediation shall not settle any outstanding dispute, then dispute shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect.

This proposal constitutes all of the terms and conditions under which work will be performed. The proposal may not be amended except by written agreement signed by both parties.

A signed copy of this proposal letter will serve as acceptance and authorization to proceed with the work.

Peggy Moynahan
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May 15, 2017

Thank you for the opportunity of submitting this proposal and we look forward to working with you and your company.

Sincerely,



Michael E. "Zeke" Moore, PE
Sullivan, Donahoe & Ingalls, PC

ACCEPTED:

CLIENT: _____

Authorized Signature

Date

Name

Title