RK&K Receives Pinnacle Award

Virginia’s top engineering award, the 2018 Pinnacle Award for Engineering Excellence, was presented to a Richmond firm, Rummel, Klepper & Kahl (RK&K), at ACEC Virginia’s Engineering Excellence Award Gala. RK&K was recognized for its lead design work on the Route 29 Solutions Design Build Project in Albemarle County. RK&K was one of four engineering firms competing for the Pinnacle, and one of 14 projects in ACEC Virginia’s 2018 Engineering Excellence Awards Competition.

RK&K was the lead designer on the $126 Million project and was supported in design by three major subconsultants, Whitman Requardt and Associates, Rinker Design Associates and Schnabel Engineering. The contractors were a joint venture of Lane Construction and Corman Construction.

Key project elements included:

- A design that reduced travel times in the corridor by 20% and reduced accidents at this major intersection by 50%.
- Improved mobility for through traffic while improving pedestrian and vehicular accessibility to local businesses in the corridor.
- An enhanced corridor with architecturally treated walls, decorative pedestrian lighting and landscaping.
- Innovations, such as the first ever bridge of its kind in Virginia, which led to a $7.3 Million incentive.

Joint Ventures and Teaming Agreements in Virginia

J. Thomas O’Brien, Jr. Esquire, Spotts Fain PC

Over the years, I have had several clients tell me that they routinely enter into “joint ventures” to pursue certain projects or into “teaming agreements” for certain projects with the expectation that they would be performing the engineering or architectural services if the team were successful. If you have ever considered either of these options, I hope you will spend a few minutes considering the information in the following overview.

Creating Joint Ventures

Under Virginia law, a joint venture is established by an agreement where two or more persons jointly undertake a specific business enterprise for profit, with each sharing the profits (or losses) and each having a voice in management. Although an essential element of a joint venture is that each party have a share in management, Virginia law does not require “equal control” or that one party may direct the actions of the other. Instead, each party simply needs a “voice” in the operation.

Because Virginia law provides that a joint venture, like a partnership, may be created based on an “express” agreement (i.e., written) or on an “implied” agreement (i.e., one which may be deduced or inferred...
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Gala continued from Cover

bonus for early completion and opening of the intersection. “The judges were impressed with all that RK&K did to help solve decades old traffic problems along Route 29 in Albemarle County through the City of Charlottesville” noted Nancy Israel, Executive Director of ACEC Virginia, the statewide association of Virginia engineering firms. “They opened up bottleneck traffic problems, improved stopping sight distance that had caused numerous traffic accidents, took traffic off Route 29, directing it to a parallel road network. And amazingly, they did it in almost half the allotted time frame, completing the work between the University of Virginia’s graduation and the first home football game, both peak traffic times.” Also competing for the Pinnacle award were three other Virginia engineering firms: Clark Nexsen, HDR and WSP.

“The judges were impressed with all that RK&K did to help solve decades old traffic problems along Rt. 29”

2018 Rings in the General Assembly, Old Favorites, and New Opportunities

Greetings! This year is off to a great start. Our Joint Legislative Committee (JLC) reviewed 2,500+ bills submitted in the General Assembly. The JLC’s role is to review and identify bills that affect our profession and businesses. They met weekly during January into February to provide input and recommendations on issues affecting the engineering industry. We are pleased bills affecting the industry were modified. We will continue to monitor them until the end of the session to make sure the bills passed as amended.

February has been a buzz of activity for ACEC/VA, starting with the annual Engineering Excellence Awards Gala held at the historic Jefferson Hotel. Congratulations to RK&K, recipient of the Pinnacle Award, and to the other 12 firms recognized for their award-winning designs. During the event we recognized Senator Glen Sturtevant and Delegate David Bulova for their support in strengthening Virginia’s engineering profession. In addition, our 2018 Rising Star Award was presented to Jerry Myrkal, a transportation engineer with Dewberry.

Education opportunities will continue throughout 2018 with a variety of formats and venues offered to meet your needs. We are currently developing IT Forum and HR Forums. This format, with relevant topics targeted to IT and HR professionals, will generate discussion among member firms in a way that stimulates collaboration and creates an environment where we can learn from each other. The outlines contain meaty content that will be of interest to our member firms regardless of firm size. Thank you to Creighton Barnes, Clark Nexsen, Steve Fey, Proxios, and Patricia Davison, Suits and Souls, LLC, for championing these forums and volunteering their time to bring added value to our member firms. Please mark your calendars for two great spring events. The annual ACE/VA ACE Virginia event hosted by Jerry Myrkal, a transportation engineer with Dewberry.

Our first joint AIAVA, AGCVA, and ACE/VA ACE Virginia event hosted a panel discussion led by the Virginia Department of General Services (DGS), examining common issues in the design and construction process. Finally, we changed our annual Winter meeting format to a Leadership Retreat in February. This year, Melissa and Tom Laughon with Catch Your Limit Consulting led us through a CEO & Senior Principal Retreat – an opportunity for self-improvement in leadership and developing approaches to assess your leadership team.

Don’t miss our Annual Conference to be held at the Homestead Resort June 14 through June 16. This year’s event will be the culmination of our 50th Anniversary celebration and will feature educational sessions facilitated by Richard Coughlan, an Associate Professor of Management at the University of Richmond Robins School of Business. He is a familiar face to our members, presenting at several of our past meetings and always leaves attendees with powerful and memorable messages. During this year’s Annual Conference, we will be celebrating our 5th graduating class of the Emerging Leaders Institute. This class is full of energy with 29 individuals actively engaged in the sessions.

In addition, as part of our 50th Anniversary celebration we will be recognizing our founding firms and showcasing iconic designs our member firms. We can also look forward to networking with peers and colleagues AND the beautiful facilities and grounds of the Homestead.

It’s a great time to be a member of ACEC/VA and better yet to be an active member!
Joint Ventures

Joint Ventures continued from cover

duty of loyalty, a duty of care, and
an obligation of good faith and fair
dealing to the other parties. Here are
some of the duties of the parties:
• Each member is fully liable to
the joint venture’s customer;
• Each member is responsible for the
acts or omissions (i.e., negligence) of
other co-venturers for actions taken
while acting within the scope of the
joint venture’s undertaking;
• As in a general partnership, each
member of a joint venture is both a
principal for himself and an agent for
the other members within the scope
of the joint venture undertaking;
• If a member of a joint venture
suffers losses, that member would
be entitled to “contribution” from
the other members; and
• Each member may be required
to account to the other co-venturers
for any profits received or losses incurred.

Virginia law is not unique on the
issue of joint and several liability.
Every state views this issue similarly.
Some states, like Virginia, categorize
express or implied contractual joint
ventures as “joint ventures” and treat
them like general partnerships for
liability purposes. Other states simply
categorize them as general partnerships.
The result and the exposure are the same regardless of
whether the parties have joint and several liability.

The joint venture agreement must clearly state the intent
of the joint venture members. If it does not, the court will
imply the intent of the parties. If the court determines that
the intent is to create a joint venture, it will apply the
erules that govern partnerships. Indeed, to the extent that
there is an “agreement to agree” to a project, that agreement
would be enforceable under Virginia law, as well.

Many engineering firms which
would never want to create a
teaming relationship could
be
extremely
beneficial
to
managing
the
harsh
realities
found
in
joint
ventures.

General Contractor agrees to negotiate
with third parties to negotiate a
future subcontract in good faith.
Teaming agreements are only
effective when they contain all of
the required elements of a contract
unilateral or bilateral. The

When parties to a
team agreement intend for it to be a binding,
enforceable contract, the teaming agreement
cannot include the following
specific terms, such as:
• specifically addressing the nature and
functions to be performed by the
subcontractor;
• providing for the compensation
to be paid for that work (e.g., a specific
amount or terms of percentage of the
total prime contract value);
• the place of performance;
• the duration of the contract;
• the contractor’s unequivocal
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2018 ACE Virginia, A Joint Venture With DGS Answers Industry Wide Questions

Last month, ACEC/VA held an exclusive, up-close discussion with the Senior Leadership of the Department of General Services (DGS) at the first ACE Forum. ACE is a joint venture of the American Institute of Architects (AIA), Associated General Contractors (AGC) & the American Council of Engineering Companies of VA (ACEC/VA), to educate and promote best practices of the design and construction industry. The session resulted in a better understanding of the decision matrix at DGS, some innovative ideas for DGS to consider and where DGS is going in the future.

Joe Damico, the DGS Director, kicked off the forum with general comments about DGS. There is over $1.8 Billion of new construction, which they oversee. This forum was a great venue for DGS to discuss complex issues with the design and building community. They may also look for a similar forum to discuss key legislative issues this summer.

After Damico’s comments; a panel discussion was led by Mike Coppa and his team of key decision makers. Various topics were addressed:

**Technology:** DGS is open to what technology consultants want and need.

**VEEs:** The high-performance building act is our guiding principle. DGS is open to the idea of dropping LEED requirements for State Buildings but require High Performance Buildings.

**SWaM:** All attendees are concerned with the Governors Executive Order 20 concerning the 42% goal of SWaM business. There are over 100,000 vendors, 13,000 are considered “small”. It’s the decision of the state agency to make the choice of what works best for them.

**Business Development:** The audience asked, “If you have limited state experience, how do you start gaining that experience?” DGS stated that there are qualification forms and Job Order Contracting (JOC), which was set up as a term contract for the small items like maintenance, as an effort to help firms with little experience begin to gain experience. They also noted that cooperative procurement is not allowed in construction.

Small group discussions followed the panel so attendees could discuss more in-depth issues in charrettes. A networking reception completed the event for participants.

Future forums will be planned around the state and feature federal government, local government, universities and health systems.

First CEO/Senior Principal Retreat
ACEC Virginia’s CEO/Senior Principal retreat was a success. The agenda was specially tailored to provide an upbeat environment at the beautiful Salamander resort while encouraging the participants to explore their leadership techniques. Tom and Melissa Laughon from Catch Your Limit Consulting led exercises exploring cohesiveness, clarity and self-reflection. A special thank you goes out to all firms who participated in this first time event.

2018 Transportation Reception A Great Success

The 2018 Transportation Reception, hosted by ACEC Virginia and Metropolitan Washington continues to engage members in industry wide issues with state transportation agency representatives. One hundred and forty attendees from fifty-one firms took advantage of the networking reception at the Jefferson Hotel Ballroom in Richmond on January 11, 2018.

Virginia Sen. Frank Wagner, the featured speaker, discussed transportation issues of the past several years, focusing on the redevelopment of the Hampton Roads region.

Reception attendees also honored Charlie Kilpatrick and thanked him for his tenure as VDOT Commissioner during the McAuliffe administration.

Rinaldi Joins ACEC VIRGINIA

ACEC Virginia announced they hired Justin Rinaldi to manage the Communication Channels and Design. Justin is originally from Wisconsin while having attended school in Illinois and interning in central Minnesota. Justin earned a Bachelor’s Degree in Graphic Communication from Western Illinois University in August, 2017 and an Associate’s Degree in Web Development from Waukesha County Technical College (WI) in May 2015. Justin spent seven years working as a photographer in Minor League Baseball and did entry level scouting for one season while attending college. Justin is an identical twin and enjoys exploring the Richmond area. Please welcome Justin Rinaldi to ACEC Virginia team.

National Engineers Week

ACEC Virginia participated in National Engineering Ingenuity Day on February 12th at the Science Museum of Virginia. The next Generation Committee assembled ACEC Virginia’s shake table used to simulate the effects of earthquakes on LEGO structures constructed by future engineers. Representing ACEC Virginia were Nate Dumas with Schnabel Engineering, Patreece Thornton with Mason & Hanger, Jesse Wastler with Systemic Engineering and Augie Kahsar from Alliance Engineering, Inc.

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MAY 22, 2018
2018 Engineering Companies of VA ECV PAC Golf Classic
The Foundry Golf Club

JUNE 14-16, 2018
2018 Annual Conference & 50th Anniversary Celebration
The Omni Homestead

Details for all events can be found at www.acecva.org/events