



October 25, 2022

Mr. Justin Nelson  
Zoning Administrator  
Town of Irvington  
P O Box 174  
Irvington, VA 22480

Re: ***Pedestrian Improvements—King Carter Dr.  
Irvington, VA***

Dear Mr. Nelson:

I. Bay Design Group is pleased to provide this proposal for professional surveying and engineering services in connection with pedestrian improvements (i.e., either sidewalk separated from existing road improvements or wide paved shoulders immediately adjacent to the existing roadway) that will be Town funded at:

- **Rt 634 (King Carter Drive)/Tides Inn Entrance to Hall/Elliott Property line—** approximately 700’ along with west side of King Carter Dr. within the existing R/W or in a Town acquired public access easement with 2 adjacent properties

A. We expect you to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed. We also anticipate that you will make available all pertinent data such as the existing plats and other Town data/file information, etc., that you wish us to consider in the process.

B. Our ***Basic Services*** will consist of the following:

1. **Right of Way Survey** – utilizing previously compiled survey plats and courthouse research, we will conduct a field survey of the defined right-of-way and the adjoining parcel to recover boundary markers, identify the owners of the adjoining parcels, locate existing utilities as marked by Miss Utility, and conduct a detailed topographic survey for creation of a 1’ contour interval map sufficient for design preparation..... Lump Sum \$1,200

*This assumes topographic surveys ownership identification on the west side of King Carter Dr. only, should the east side of King Carter Dr. also require these elements, the additional cost associated with this effort is ..... Lump Sum \$1,500*

2. **Feasibility Plans** – utilizing the Right of Way survey data we will prepare a base sheet; identify a probable pedestrian improvement location and style (separate sidewalk or paved shoulder) with VDOT coordination and input; generally define how the route and style impacts other roadway infrastructure and topographic features; and prepare an order of magnitude construction cost estimate. This data will be provided to the Town for review and decision about how to continue with detailed design ..... Lump Sum \$1,750

*This assumes feasibility plans only on the west side of King Carter Dr. only, should the east side of King Carter Dr. be selected instead, the additional cost associated with this effort is....  
..... Lump Sum \$750*

**40 Cross Street**

**Suite 100**

**P.O. Box 51**

**Urbanna, VA 23175**

3. **Final Site Plans** – upon the Towns review and approval of the feasibility plan, we will prepare a final site plan with necessary details as normally required for a project of this nature and in conformance with the Town of Irvington, Lancaster County, and VDOT requirements. This plan set will include existing site data; clearing and demolition plans; sidewalk or paved shoulder layout, grading and drainage plans, erosion and sediment control plans; certified construction traffic management plan as required to identify the traffic control elements which must be provided by the contractor; and on-plan notes, detail and specifications suitable for Town, County and VDOT review. The plan set will be submitted to the Town, County and VDOT and we will work with the appropriate agencies to address comments prior to plan set approval ..... Lump Sum \$7,500

*This assumes final site plans only on the west side of King Carter Dr. only, should the east side of King Carter Dr. be selected instead, the additional cost associated with this effort is....*  
 ..... Lump Sum \$2,500

**Easement Acquisition Assistance/Plat Preparation** – upon completion of the final site plan and after determination of necessary off-site easements, we will assist you and the Town’s attorney in obtaining the necessary easements by the preparation of individual easement plats to accompany the Town prepared Deeds that will get recorded in the Lancaster County Clerk’s Office ..... Lump Sum \$850

*This assumes easement acquisition only on the west side of King Carter Dr. only, should the east side of King Carter Dr. be selected instead, the additional cost associated with this effort is.....* Lump Sum \$800

4. **Bid/Construction Phases** - we will assist the Town and your contractor in these phases of the development as requested. The scope and fee for these phases of work will be coordinated with you prior to performing any work in these phases of the project.

C. ***Additional Services*** as you request.

II. ***Payment*** for our services will be as follows: The aforementioned lump sum fees are based on the Labor Costs for services rendered by our principals and employees assigned to the Project and will be billed monthly on a “percentage complete” basis. Hourly tasks, additional services, and reimbursable expenses will be billed monthly in accordance with the following rates:

A. Labor:

Senior Engineer .....	\$140.00/hour
Project Engineer .....	\$105.00/hour
Staff Engineer.....	\$95.00/hour
Senior Surveyor.....	\$95.00/hour
Project Surveyor.....	\$85.00/hour
Engineer/Survey Technician I.....	\$60.00/hour
Engineer/Survey Technician II.....	\$65.00/hour
Engineer/Survey Technician III .....	\$75.00/hour
Staff Technician (Admin. Asst.).....	\$40.00/hour
Survey Crew .....	\$95.00/hour
Specialty Survey Crew .....	\$125.00/hour
Depositions, Court, Forensic Presentation .....	135% of above rate w/8 hour minimum

- B. Reimbursement for Expenses: at 1.15 times cost for Printing, Copies, Postage, Photographs and Other Expenses.
  - C. If delays in your project require protracted delays in the commencement or performance of our work, we reserve the right to adjust our charges to conform to the labor rate schedule in effect when services are in fact being rendered.
- III. It is necessary that you advise us in writing at an early date if you have budgetary limitations for our services. We must accept any such limitations as being realistic and will then endeavor to work within those limitations. Engineering, planning and survey work will be scheduled and performed in phases and sequences which conform to customary engineering and surveying practices.
- IV. Current Regulatory procedures allow for consideration of information for permit approval that may preclude the approval of a particular process or the permit itself for this work. We will use our best efforts to provide the information to obtain the permits associated with this work but no guarantee of permit approval or permit conditions can be made.
- V. Statements for professional services are payable upon presentation. Accounts not paid within thirty days shall be subject to a finance charge of one and one-half percent per month (18% per year). Client agrees to pay all costs of collection, including reasonable attorney's fees. Any action or other judicial proceedings for breach or enforcement of this contract may, at the option of Bay Design Group, be commenced and conducted in any court of competent jurisdiction in Gloucester County, Middlesex County or Lancaster County, Virginia.
- VI. The drawings and specifications prepared under this Contract shall become the property of the Client upon completion and payment for the services. The Client shall neither reuse nor make any modifications to the drawings and specifications without the prior written authorization of Bay Design Group. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Bay Design Group against all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from any changes made by anyone other than Bay Design Group. All electronic files shall remain the property of Bay Design Group.
- VII. Bay Design Group will be indemnified against claims from any information or services provided and used, as a requirement by the client.
- A. Bay Design Group is not required to check or verify client-provided information for technical adequacy or compliance with any portion of the project designed by the client's consultants.
  - B. Bay Design Group assumes no responsibility for the accuracy of information provided by the client or design information provided by others, excluding Bay Design Group's subconsultants.
  - C. The client agrees to defend and indemnify Bay Design Group for any delays, costs, losses, or damages caused by false, inaccurate, or non-compliant information provided by the client or the client's consultants.

Thank you for the opportunity to work with you on this project. Should you have any questions or concerns about the above proposal, please do not hesitate to contact us. Any changes to the scope of this proposal must be agreed to by Bay Design Group. If this satisfactorily sets forth your understanding of our agreement, we would appreciate your signing the enclosed copy of this proposal in the space provided below and returning it to us as authorization to proceed.

Sincerely,

*Wayne Savage*  
Wayne A. Savage, PE  
Senior Engineer

Accepted: \_\_\_\_\_ 20\_\_\_\_

By: \_\_\_\_\_