



October 26, 2022
Transmitted Electronically

Mr. Justin Nelson
Town of Irvington Zoning Administrator
4203 Irvington Road
Irvington, Virginia 22480

**RE: Town of Irvington Sidewalk Additions
Irvington, Virginia
AES No. 20220218**

Dear Mr. Nelson:

AES Consulting Engineers is pleased to provide this surveying and engineering services proposal for the proposed sidewalk addition in the Town of Irvington, Virginia. This will include approximately 2,500 linear feet of sidewalk added along one side of King Carter Road from the southern edge of the Tides Inn property to Carters Creek Road. A Conceptual Layout Plan will be compiled in coordination with Irvington staff to demarcate the desired sidewalk location against the public roadway.

The following services will be provided for the purposes of attaining an approved Site Plan from the Town of Irvington and Lancaster County. Thank you for the opportunity to partner in this vital public improvement project. Please find below a detailed scope of services and fee proposal for your project.

<i>SCOPE OF SERVICES</i>	<i>FEE</i>
<i>DESCRIPTION</i>	
A. On-Site and Off-Site Physical / Topographic Survey (Phase 100), includes the following:	\$ 16,400.00
1. Property research including courthouse visits and VDOT road plans.	Hourly
2. Survey Control – Establish survey control on site to serve as the basis for all field measurements. Horizontal Datum – NAD83 (U.S. Survey Feet). Vertical Datum – NAVD88.	Estimate
3. Physical Location – Field location of substantial improvements / features observed in the process of conducting the fieldwork.	
4. Establish rights-of-way.	
5. Perform a topographic survey in the area of proposed sidewalk addition.	
6. Office computations and preparation of base drawing showing one-foot contour intervals, for use in site design.	
7. Daily travel time from Williamsburg office to Irvington. Approximate daily round trip of 2.5 hours.	

Note: This item is hourly. Additional surveying services shall be billed hourly per our attached General Conditions and Billing Rate Schedule.

SCOPE OF SERVICES
DESCRIPTION

FEE

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| B. Conceptual Layout Plan (Phase 101) , includes the following: | \$ 1,000.00 |
| 1. Horizontal location of proposed sidewalk determined in coordination with Town of Irvington staff. | Hourly Estimate |
| 2. Determination of where roadside ditch or curb and gutter is to be utilized. Also, the position of the sidewalk in relation to the existing roadway is to be determined (width of shoulder, green space between road and sidewalk, or whether sidewalk is placed against curb and gutter. | |

Note: This item is hourly. Additional conceptual layout services shall be billed hourly per our attached General Conditions and Billing Rate Schedule.

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| C. Site Plan (Phase 102) , includes the following: | \$ 15,100.00 |
| 1. A Site Development Plan for approximately 2,500 linear feet of sidewalk addition along King Carter Road. | Fixed |
| 2. Cover Sheet. This will include statistical data, vicinity map, and general notes. | |
| 3. Existing Condition Plan. This plan will be based on the topographic survey, and a site analysis for the required environmental inventory to include RPA/RMA areas, wetlands, critical soils (from state soil surveys), flood plains and steep slopes. | |
| 4. Erosion Control Plan. This plan will include erosion control measures that shall be installed in accordance with the Virginia Erosion and Sediment Control Handbook. | |
| 5. Site Layout Plan. This plan will include the horizontal location of the proposed sidewalk, shoulders, ditches, handicap ramps, and any existing features to be relocated within the limits of land disturbance. | |
| 6. Site Grading Plan. This plan will include detailed grading with contours for the proposed sidewalk, roadside shoulder, ditches, handicap ramps and other associated features. | |
| 7. Storm Drainage Plan. This plan will include the analysis of existing storm drainage systems associated with the proposed sidewalk addition. Existing drainage patterns, ditches, culverts, and other existing features will be maintained to the greatest extent possible. Design calculations will be provided for proposed features, such as ditches and culverts, where necessary. | |
| 8. Details, including site features, drainage items, erosion control, etc. | |
| 9. Narratives, supporting calculations and checklists. Various reports will include a Stormwater Management Plan containing a narrative of the proposed stormwater facilities with design criteria, supporting calculation and checklist demonstrating compliance with the County and DCR requirements; an Erosion and Sediment Control Plan narrative outlining the various controls and practices, maintenance requirements; a Storm Drainage Design Report containing a design criteria summary, supporting drainage calculations, drainage area mapping, computer outputs and hand calculation sheets, etc.; and various worksheets, site plan checklist, drainage plan and analysis checklist, and other incidental documents. | |
| 10. Prepare all necessary applications and forms for submittal to the Town of Irvington and Lancaster County. Note: Submittal fees shall be provided by owner/developer. | |
| 11. Prepare plan changes and revisions as necessary for Site Plan approval from the Town of Irvington and Lancaster County. | |

Note: Major changes to accommodate modifications in the scope of services shall be negotiated under a separate proposal.

SCOPE OF SERVICES
DESCRIPTION

FEE

- D. Project Management (Phase 103),** includes the following: **\$ 3,500.00**
1. Fee includes project management and coordination with the client and client representatives on site related items during the preliminary and final design, including meetings and conference calls. **Hourly Estimate**

Note: This is an hourly item. Additional meetings and coordination beyond the budgeted fee will be billed hourly per our attached General Conditions and Bolling Rate Schedule.

- E. DEQ Submittal and Review Process (Phase 104),** includes the following: **\$ 4,800.00**
1. Should Stormwater Management design calculations be requested/required by DEQ, this fee includes analysis of receiving stormwater conveyance systems to meet stormwater quantity requirements per the Virginia Administrative Code Section 9VAC25-870-66 (channel and flood protection). **Hourly Estimate**
2. Prepare applications and forms for submittal to DEQ (submittal fees are not included).
3. Prepare plan changes and revisions for site plan approval based on comments provided by DEQ. Changes to accommodate modification sin the scope of services shall be billed hourly per our attached general conditions and billing rate schedule.

Note: This is an hourly item. Additional services beyond the budgeted fee will be billed hourly per our attached General Conditions and Bolling Rate Schedule.

POST APPROVAL SERVICES

FEE

- F. Construction Administration (Phase 105),** includes the following: **\$ 5,000.00**
1. Attendance by the project manager or project engineer at site meetings for inspections (assumes four (3) meetings at four (4) hours total time per meeting). Includes travel time. **Hourly Estimate**
2. Review shop drawings provided by contractor.
3. Review and respond to requests for information by contractor.

Note: This item is hourly. Additional meetings and coordination shall be billed hourly per our attached General Conditions and Billing Rate Schedule.

- G. Construction Staking (Phase 106),** includes the following: **\$ TBD**
1. A proposal can be provided at the client's request once we are closer to site plan approval and the need for construction staking services.

- H. VSMP Application and SWPPP Preparation (Phase 107),** includes the following: **\$ 1,500.00**
1. Prepare VSMP permit application to be submitted to the Town of Irvington. **Fixed**
2. Prepare SWPPP binder for use by the Operator and/or Registered Land Disturber/Inspector during construction.

OPTION SERVICES (UPON REQUEST)

FEE

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- I. Easement Plats (Phase 108),** includes the following: **\$ TBD**
1. As needed to dedicate public improvements on adjacent private properties

Note: This item would include plats only and would not include coordination with private property owners.

- J. Traffic Management Plan (Phase 109),** which includes the following: **\$ TBD**
1. Prepare a Traffic Management Plan per VDOT requirements for the portions of sidewalk addition that may require construction activities within the public roadway

List of Additional Services:

The services listed below are considered beyond the scope of work outlined in the scope of services listed above; and, are therefore not included in the quoted fee.

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| 1. All fees not specifically stated in the Scope of Services | 18. Traffic study and/or traffic signal design |
| 2. Hearings before Boards or Commissions | 19. Off-site road / drainage surveys |
| 3. Community meetings | 20. Turn lane improvements |
| 4. Plan review and permit fees | 21. Off-site road improvement |
| 5. Separate technical specification preparation | 22. Stormwater impact analysis (NC Only) |
| 6. Bid documents and bidding services | 23. Waterline flow test / evaluations |
| 7. Construction cost estimating | 24. Off-site water extensions |
| 8. Inspection services | 25. Water Quality Impact Analysis |
| 9. Shop drawing review | 26. Design of any Retaining Wall, segmental or otherwise, even when shown on AES plans |
| 10. As-builts / record drawings | 27. Lighting and Landscape planting plan |
| 11. Blueprinting / reproduction services | 28. Landscape hardscape design |
| 12. Geotechnical / soils investigation | 29. Irrigation plans |
| 13. Environmental site assessment | 30. LEED calculations / certification |
| 14. Archaeological site assessment | 31. Construction stakeout |
| 15. Wetlands investigation / determination | 32. Foundation surveys |
| 16. Subsurface utility designation / location | 33. Other location related surveys |
| 17. Highway permits and applications | |

All work shall be provided on a fixed fee basis or hourly basis as indicated within the proposal, and in accordance with the current AES General Conditions Governing the Work. Please consider this letter with attached AES General Conditions Governing the Work and Standard Billing Rate Schedule a contract for the work specified above.

Any additional services requested by you, which are not included in the above Scope of Services, shall be billed in accordance with the attached AES General Conditions Governing the Work and AES Standard Billing Rate Schedule, unless otherwise negotiated. AES will notify you or your designee in advance of performing any additional work should conditions arise which change the scope of work and fee; and, we shall receive written approval before proceeding with any additional work beyond the Scope of Services listed above. Should you desire to include any of the excluded services above, please let us know and we will revise this proposal accordingly.

Thank you for the opportunity to propose our services. If you have any questions regarding this proposal or desire additional information, please contact us at your convenience. Indicate your acceptance by signing in the space provided below and returning an executed copy to us. Your signature is also an acknowledgement of the terms outlined in the attached General Conditions Governing the Work and the Standard Billing Rate Schedule.

Sincerely,

AES Consulting Engineers



Adam M. Reimert, P.E.
Project Manager
adam.reimert@aesva.com

Enclosures: General Conditions Governing the Work
 Standard Billing Rate Schedule

Accepted By:

(Signature)	(Date)	(Email)
_____	_____	_____
(Printed Name)	(Printed Title)	(Phone Number)
_____	_____	_____

**AES CONSULTING ENGINEERS
GENERAL CONDITIONS GOVERNING THE WORK**

The following General Terms and Conditions are made a part of this Contract and constitute an integral part of our agreement with Client:

1. The Client agrees to pay AES for work performed in accordance with the terms of the Contract, without regard to project viability. It is specifically understood and agreed that payment to AES is not dependent upon the Client receiving funding from any other source nor the action of any third party. This Contract is not assignable to others without the written consent of AES.
2. Any services requested by the Client and provided prior to the full execution of this Contract are understood to be done at the direction of the Client as part of this Contract and payable upon invoice therefore.
3. All opinions and conclusions of AES, whether written or oral, and any plans, specific items or other documents and services provided by and work product of AES in connection with this Contract are for the sole use and benefit of the Client. AES plans, drawings, plats, documents, work product and other materials, whether in hard copy, electronic copy, digital files or other format, are the sole and exclusive property of AES and protected by copyright owned by AES and applicable law; they may not be provided to, or used by, any third party without the prior written permission of AES. Nothing contained herein shall transfer to Client any right, title, interest or ownership in or to such plans, drawings, plats, documents, work product and other materials. Client has, upon payment in full for the services of AES, a limited license to use such plans, drawings, plats documents, and other work product delivered to Client by AES pursuant to this Contract exclusively for their intended purpose. This excludes digital / electronic files, addressed in section 14.
4. The Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AES, its officers, directors and employees, against all damages, costs and liabilities, including reasonable attorneys' fees and expert fees, arising out of or in any way associated with Client's negligent acts or omissions, willful misconduct, use of AES's digital files (if provided), or breach of this Contract, to include, without limitation, use of AES's work product by the Client, its Contractor(s), subcontractor(s) or consultants, or any other party claiming by or through Client.
5. If the proposal represented by this Contract is not fully ratified by the parties within thirty (30) days after the date hereof, then the proposal shall be deemed withdrawn and null and void, unless extended by AES at its sole discretion. If this Contract is subjected to a suspension of work for a period in excess of thirty (30) days, then AES reserves the right, in its sole discretion, to terminate the Contract.
6. Fees for work requested but not specifically described in this Contract shall be deemed to be governed by these General Terms and Conditions (as the same may be modified from time to time) but will be billed in accordance with the Standard Billing Rate Schedule in effect when the services are performed as additional services. Additional services include, but are not limited to the following:
 - a. Copies of prints, specifications and project drawings other than those provided for review and approval by the Client.
 - b. Any modification of design, construction documents or field work by the Client or his representatives which has been previously approved or completed.
 - c. Resetting of stakes, pins and other survey markers disturbed or destroyed by any party.
 - d. Reproducible copies of original documents and electronic files.
 - e. In the event that the Work is suspended or terminated by the Client's written notice, other than at the conclusion of the Work, then all unbilled work performed on or before the date such notice is received by AES will be invoiced as additional services.
 - f. Other fees for work not specifically described in the Contract/Proposal.
7. All fees charged by local and state agencies for permits and/or review of plans or plats are not the responsibility of AES, and, if advanced by AES, will be invoiced at cost plus 15% to the Client.
8. All subcontract work (such as aerial topography, soil borings, sub-surface locations, environmental investigations, septic field studies, and the like) shall be excluded from this Contract unless specifically stated otherwise.
9. The Client agrees to accept the AES Invoice format for payment unless special format requirements are presented to and accepted by AES prior to AES signing this Contract. If special invoice format requirements (payment applications) are requested by the Client after the start of services and accepted by AES, there will be an additional fee for conversion to the Client's format.

**AES CONSULTING ENGINEERS
GENERAL CONDITIONS GOVERNING THE WORK**

10. Account Balances are due and payable on receipt. Client shall notify AES, within ten days of receipt of any invoice, of any disagreement with said invoice. All fees not received by AES within thirty (30) days after the invoice date shall incur a late payment/rebilling fee of (1-1/2%) per month on the unpaid balance, or a minimum monthly late payment/rebilling fee of \$10.00, whichever is greater. Should an account balance remain unpaid sixty (60) days after the original invoice date, AES may stop all work, hold all work product, and institute legal action to collect all unpaid fees due, plus interest, attorneys' fees, expert fees, and costs of collection. AES, at its discretion, may accept payment via Credit Card and client acknowledges and agrees that a service fee of 4% will be applied to any amounts paid via credit card.
11. Client irrevocably submits to the jurisdiction of the state courts for the City of Williamsburg and the County of James City with regard to any matter arising from this Contract and acknowledges that venue shall be proper only in such courts. This Contract is governed by the Laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.
12. Client expressly acknowledges and agrees that under no circumstances shall AES be liable to Client in an amount in excess of the fees paid by Client to AES under this Contract which shall be a strict and absolute cap on all liability of AES to Client of any kind or nature (including, without limitation, all forms of damages, attorneys' fees, and costs).
13. AES's services are of a strictly engineering and surveying nature and Client acknowledges and agrees that it is not relying upon AES for any business, investment or accounting advice or decisions, or to investigate the financial or other feasibility of any project it is considering or any outcome associated therewith. AES has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' means and methods of determining prices, or over competitive bidding or market conditions, AES does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost AES prepares.
14. Electronic/Digital Files are a separate fee-based item; and, provided at the sole discretion of AES. If made available, and paid for by Client, electronic/digital files are for the purposes of the present Contract only. Digital/electronic files shall not be offered or provided to any other firm or individual without the specific prior written consent of an authorized representative of AES. Digital files are subject to the provisions of Section 3 above, are protected by copyright owned by AES and are the sole and exclusive property of AES; alteration, modification and replication of these files is strictly prohibited. Only hard copy drawings and or plats marked with a signed professional seal constitute work product upon which the Client may rely. Due to the ease of alteration, whether intentional or inadvertent, of information and data in electronic file formats, hard copy files prevail in any matter of use or interpretation. AES reserves the right to retain all original work product including hard copies, tapes, disks, and other forms of data (including, without limitation, electronic data).
15. AES's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing the work in accordance with applicable contract documents. AES shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions contained with the work and shall not manage, supervise, control or have charge of construction. Further, AES shall not be responsible for the acts or omissions of the contractor or other parties on the project.
16. If any provision of this Contract is, or becomes to any extent, invalid or unenforceable under any applicable law, then the remainder of this Contract shall continue in full force and effect.

**AES CONSULTING ENGINEERS
STANDARD BILLING RATE SCHEDULE
FOR ALL REGIONS
(Effective June 1, 2022)**

<u>Personnel</u>	<u>Hourly Rates</u>
1. Senior Principal	\$210.00
2. Principal	\$190.00
3. Senior Project Manager	\$170.00
4. Project Manager / Survey Manager	\$155.00
5. Sr. Engineer II / Sr. Surveyor II / Sr. L.A./Planner II	\$145.00
6. Sr. Engineer I / Sr. Surveyor I / Sr. L.A./Planner I	\$135.00
7. Engineer II / Surveyor II / L.A./Planner II	\$125.00
8. Engineer I / Surveyor I / L.A./Planner I	\$115.00
9. Senior Designer III	\$125.00
10. Senior Designer II	\$115.00
11. Senior Designer I	\$100.00
12. Designer	\$90.00
13. Technician I	\$60.00
14. Field Surveyor	\$115.00
15. Field Survey Assistant	\$60.00
16. Field Surveyor / Hazard Safeguard	\$135.00
17. Field Surveyor Assistant / Hazard Safeguard	\$70.00
18. Administrative/Clerical	\$75.00

Other Services:

1. Subcontract Services and Purchases – Cost plus 15%.
2. Expert Witness/Litigation Support – Hourly Rate plus 25%.
3. Printing:
 - a. Plans:

Prints	\$.40/square foot
Mylar	\$ 1.50/square foot
Color	\$ 4.00/square foot
 - b. Photo Copies:

\$.15/sheet (single-sided) for 8-1/2"x11" and 8-1/2"x14"
\$.25/sheet (double-sided) for 8-1/2"x11", 8-1/2"x14", and 11"x17"
\$ 1.00/sheet (color) 8-1/2"x11", 8-1/2"x14"
\$ 2.00/sheet (color) 11"x17"
4. Application and Submittal Fees (if advanced by AES) – Cost plus 15%.
5. A Service Fee of 4% will be applied to any payments made via credit card.



Hampton Roads | Central Virginia | Middle Peninsula

aesva.com