

AES CONSULTING ENGINEERS

AUTHORIZATION for ENGINEERING SERVICES

Date: August 11, 2026

Transmitted Electronically

To: Mr. Justin Nelson
Town of Irvington Zoning Administrator

AES Project Manager: Adam M. Reimert, P.E.
Phone : 757-253-0040 • Email : adam.reimert@aesva.com
5248 Olde Towne Road, Suite 1 – Williamsburg – Virginia – 23188-1986

Re: Town of Irvington Sidewalk Addition
AES Project Number: W10787-01

Engineering Consultant Services:

Overview of Services: AES is to provide engineering consulting services on an hourly basis, as needed, at the request of Irvington Town staff. These services may include professional opinions, sketches, exhibits, reviews and providing information related to land development engineering items. Services can be provided by varying levels of staff capability listed in the attached billing rate schedule. These services do not include surveying and are only related to the civil engineering discipline of land-development.

Estimate for Services: \$5,000.00

Billing: Estimated Hourly Budget*

(*Note: This is an estimated hourly budget and not a fixed fee or a cap. AES will work to update the Client should billing totals approach or surpass this hourly estimate.)

Client hereby authorizes AES Consulting Engineers for services as outlined in the above scope and acknowledges the terms outlined in the attached General Conditions Governing the Work and Billing Rate Schedule.

Authorized Signature
for AES Consulting Engineers

Date

Authorized Signature
for Client

Date

CLIENT: Please _____
Print Name

Print Title

Phone Number

Attachments:

- A. AES Consulting Engineers General Conditions Governing the Work
- B. AES Consulting Engineers Standard Billing Rate Schedule

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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. Only hard copy drawings and or plats marked with a signed professional seal constitute work product upon which the Client may rely. This excludes digital / electronic files, addressed in section 15.
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. Proposals, phases, and/or fee estimates denoted as hourly are **Estimate Hourly Budgets**, for which the Client agrees to pay AES for services according to the Standard Billing Rate Schedule in effect at the time of execution of the proposal. For any additional services denoted as hourly, the Client agrees to Pay AES for services according to the Standard Billing Rate Schedule in effect at the time of the additional services request. The Client agrees that these hourly fees are estimates and they are not fixed fees, not NTEs or Not-To-Exceed fees, and not caps, limits or maximums. The client understands and agrees to pay AES for authorized work that may exceed these initial estimates.
8. 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 20% to the Client.
9. 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.

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

10. 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.
11. 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/rebiling fee of (1-1/2%) per month on the unpaid balance, or a minimum monthly late payment/rebiling 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 the client acknowledges and agrees that the client is responsible for any merchant or service fees in connection with payment to AES via credit card.
12. 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.
13. Client expressly acknowledges and agrees that, for contracts with a fee totaling less than \$50,000, 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).
14. 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 may provide opinions, estimates, budgets, or projections of municipal or governmental sureties, taxes, application fees, and utility fees, solely for planning and informational purposes. Actual fees are determined solely by the applicable local governmental authorities, and AES shall have no responsibility or liability for any variance between estimated and actual fees. 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.
15. 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).
16. 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.
17. 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 February 1, 2026)**

<u>Personnel</u>	<u>Hourly Rates</u>
1. Senior Principal	\$235.00
2. Principal / Office Manager	\$220.00
3. Senior Project Manager / Survey Manager	\$205.00
4. Project Manager	\$185.00
5. Sr. Engineer II / Sr. Surveyor II / Sr. L.A./Planner II	\$175.00
6. Sr. Engineer I / Sr. Surveyor I / Sr. L.A./Planner I	\$165.00
7. Engineer II / Surveyor II / L.A./Planner II	\$150.00
8. Engineer I / Surveyor I / L.A./Planner I	\$145.00
9. Senior Designer III	\$155.00
10. Senior Designer II	\$145.00
11. Senior Designer I	\$135.00
12. Designer	\$120.00
13. Technician I	\$100.00
14. Field Surveyor	\$140.00
15. Field Survey Assistant	\$ 70.00
16. Field Surveyor / Hazard Safeguard	\$165.00
17. Field Surveyor Assistant / Hazard Safeguard	\$ 95.00
18. Administrative/Clerical	\$100.00

Other Services:

1. Subcontract Services and Purchases – Cost plus **20%**.
2. Expert Witness/Litigation Support – Hourly Rate plus **30%**.
3. Printing:
 - a. Plans:

Prints	\$.45/square foot
Mylar	\$1.75/square foot
Color	\$4.75/square foot
 - b. Photo Copies:

\$.20/sheet (single-sided) for 8-1/2"x11" and 8-1/2"x14"
\$.30/sheet (double-sided) for 8-1/2"x11", 8-1/2"x14", and 11"x17"
\$1.25/sheet (color) 8-1/2"x11", 8-1/2"x14"
\$2.50/sheet (color) 11"x17"
4. Application and Submittal Fees (if advanced by AES) – Cost plus **20%**.
5. Any merchant or processing fees for payments made via credit card will be the responsibility of the Client



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