



February 29, 2024

Erik Smedley  
Bedford County  
122 East Main St  
Bedford, VA 24523  
esmedley@bedfordcountyva.gov

RE: Sleepy Oak Subdivision

Accupoint Surveying & Design, LLC (ASD) is pleased to provide you with this proposal for professional services referenced above. ASD can provide the following services:

**Scope of Services:**

***Survey Services:***

1. Revise and update existing conditions survey. Survey to include investigation into all changes made to the previous survey, inclusive of property changes, as well new construction impacts since the time of survey.  
Estimated cost: **\$6,500.**

***Civil Engineering Services:***

1. Site plan that meets the requirements outlined by VDOT in their response letter dated February 15, 2023 that includes;
  - Adjusting right-of-way from 50 feet to 40 feet
  - Stormwater analysis and calculations for the sub-division and outlying parcels.
  - Coordination of public utility easements
  - Coordination of stormwater maintenance agreements
  - Demolition plan for cul-de-sac between 1077 and 1054 Sleepy Oak Lane
  - SWM and ESC plan for 1077 and 1054 Sleepy Oak Lane
  - Driveway extension(s) for affected properties on Sleepy Oak Lane.
  - Address stormwater and grading issues on Tori Court.
  - Evaluate and revise existing trench drain on Tori Court.
  - Addition of handicap accessible throughout the sub-division.

Estimated cost: **\$TBD.** *(Cost to be established once all existing conditions have been noted and a meeting to discuss findings has been held between ASD and Bedford County)*



Bedford County will be responsible for coordinating all necessary access needed to properties within the subdivision.

Payment for all professional services will be billed monthly based on work completed to date. Any requests by the client for change in scope of services must be confirmed in writing and will be subject to additional fees. A retainer of 20% will be required upon acceptance of this proposal.

We appreciate the opportunity to work with you on this project. Please contact our office if you have any questions.

Best Regards,

A handwritten signature in black ink, appearing to read "F. Edward Willman", written over a horizontal line.

F. Edward Willman, LS, Master AOSE  
Partner, Principal Surveyor

A handwritten signature in black ink, appearing to read "Amy K. Seipp", written over a horizontal line.

Amy K. Seipp, PE  
Partner, Principal Engineer



**Proposal Acceptance:**

ASD requires this proposal acceptance page be returned to our office in order to begin services.

Accepted By:

\_\_\_\_\_

Project Representative (Please Print)

\_\_\_\_\_

Project Representative Signature

**Billing Contact Information:**

Name of Billing Contact: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Email Address to be used for Billing: \_\_\_\_\_

**\*\*ASD accepts all major credit cards (VISA, Mastercard, Discovery, American Express) with a 3% convenience fee.**



## **Terms and Conditions**

### **Payments**

Payments to Accupoint Surveying & Design under this Agreement are due when submitted and shall bear an interest rate of one and one-half percent (1.5%) per month, commencing fifteen (15) days after the date of invoice. Review Fees are not part of this contract and will be paid directly to each reviewing agency by the owner.

### **Reimbursable Expenses**

Reimbursable expenses are in addition to compensation for Initial Services and include the following out of pocket expenses directly related to this Project:

- Expenses for printing, or any other form of reproduction of drawings, specifications.
- Express shipping/ mailing, and other forms of delivery, shipments. (Only if requested)

Charges shall be computed based on the actual cost plus a fifteen percent (15%) administration charge.

### **Assumptions and Additional Services**

Additional services are those not included as described above and will only be performed when authorized in writing. Compensation shall be in accordance with our hourly rate schedule.

- Revisions to drawings or specifications due to changes in Project scope, or financing constraints.
- Structural engineering (i.e. foundation design, retaining wall design, etc.)
- Geotechnical engineering/exploration (beyond that of standard drainfield & stormwater facility testing).
- Traffic Impact Analysis
- Preparing "As-Built" record drawings from Contractor red lines.
- Providing financial feasibility or other studies outside those described.
- Expenses for additional consultants.
- Application/permit/signage fees paid by ASD on the client's behalf.

### **Use of Documents**

Documents prepared by the Surveyor/Engineer are instruments of service for use solely with respect to this Project. The Surveyor/Engineer shall retain all common law, statutory and other reserved rights, including the copyright. The Surveyor/Engineer grants the Owner a nonexclusive license to use the documents exclusively for constructing, using, maintaining, altering and adding to the project provided that the Owner is current on all payments to the Surveyor/Engineer.

### **Project Suspension and/or Abandonment**

If the Project is suspended for more than three (3) months or abandoned in whole or in part, the Surveyor/Engineer shall be paid his compensation, together with reimbursable expenses then due for services performed prior to receipt of written notice from the Client of suspension or abandonment. A start-up fee of Seven Hundred Fifty Dollars (\$750.00) is required for all projects restarted after suspension.

### **Contractor's Safety and Performance**

Accupoint Surveying & Design, LLC shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work and shall not be responsible or liable for the Contractor's failure to perform or carry out the work for this part of the Project in accordance with the Contract Documents.

### **Risk Allocation**

In recognition of the relative risks, rewards, and benefits of the Project to both the Client and the Surveyor/Engineer, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Surveyor/Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed the fee on this Project. Such causes include, but are not limited to, the Surveyor/Engineer's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty in connection with the professional services on this Project.

### **Dispute Resolution**

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Surveyor/Engineer agree that all disputes between them arising out of or relating to this Agreement or the Project shall first be settled by negotiation, then be submitted to nonbinding mediation until the parties mutually agree otherwise. The Client and the Surveyor/Engineer further agree to include a similar mediation provision in all Agreements with independent Contractors and Consultants retained for the Project and to require all independent Contractors and Consultants also to include a similar mediation provision in all Agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those Agreements.

### **Miscellaneous**

The Client and Surveyor/Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other. Cause of action is not assignable and any attempt to do so is deemed void. The Surveyor/Engineer and the Surveyor/Engineer's Consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site.

### **Photography and Reference**

Client shall grant the right to reference this work in any future marketing or publication efforts, and shall allow access to the work upon completion, with notification from the Surveyor/Engineer and approval from the Client for purposes of site visits or photography.