

## SUBMITTAL PROCESS AND REVIEW SCHEDULE

### Section 1. PURPOSE

This policy is to inform the development community on what to expect from the Bedford Regional Water Authority (“Authority”) with respect to the submission of plans, plats, and drawings as well as providing an estimated schedule for the review period schedules.

### Section 2. OVERVIEW

- A. All submittals shall be stamped by the Authority with the date and time that they were received by the Authority.
- B. All submittals are to be reviewed in the order in which they are received. The first items submitted are the first items to be reviewed.
- C. Submittals for review will typically require the review period as noted below:

<b>Submittal Type</b>	<b>Estimated Review Period</b>
Preliminary Plans/Plats	15 Business Days (3 Weeks)
Site Plans	15 Business Days (3 Weeks)
Plats (for Review)	15 Business Days (3 Weeks)
As-Built Drawings	15 Business Days (3 Weeks)
Shop Drawing Submittals	15 Business Days (3 Weeks)
Design Plans	30 Days (See Section 3 Below)
Plats (for Signature/Approval)	5 Business Days ( 1 Week)
Courtesy Pre-Reviews	See Section 3 Below

- D. Plat and Site Plan submittals must be accompanied by a Planning Department reference number.
- E. Engineers and Developers are encouraged to pay close attention to Authority design standards and review checklists to avoid delays in the review process.
- F. Appointments are required to meet with Authority Engineering Staff Members to review a project.

### Section 3. DESIGN PLAN REVIEW

- A. Design Plan review periods will likely vary depending on current workloads and design size and complexity. When a Design Plan appears to be more involved than average, as a courtesy, the person who made the submittal will be contacted with the estimated review time (45 days, 60 days, etc.). For an average submittal, the goal will be to generate review comments within 30

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### SUBMITTAL PROCESS AND REVIEW SCHEDULE

days. Subsequent revised submittals for the project will be reviewed within the standard three (3) week review period.

- B. Initial review comments may be issued and discussed at an informal meeting scheduled between the Authority Staff Member and the Engineer performing the design. This meeting will be scheduled by the reviewing Authority Staff Member at the request of either party. To make this meeting most efficient, only those involved directly with design should be included.
- C. For subsequent review submittals, the Engineering Consultant may request a meeting with the Authority Staff Member performing the review upon re-submittal. At this meeting, the Authority Staff Member will verify that previous comments have been addressed satisfactorily and may then require further office review by Inspection and Maintenance Staff prior to plan approval. If any previous comment is determined to not have been adequately addressed, the plans will be returned immediately to the Engineer for corrections.
- D. Courtesy Pre-Reviews: Courtesy Pre-Reviews can be submitted and/or discussed in an informal meeting at the Engineering Staff's discretion and availability. Review period will be determined on a case by case basis depending on workload and complexity of the submittal.
- E. Electronic Submittals: Electronic submittals will be considered a courtesy review. These will be reviewed as time permits, not in the order received as regular submittals. These will not be considered for Standard Design review. Generally, electronic submittals for review should be limited to a specific area needing clarification prior to formal plan submittal.

#### **Section 4. PLAT REVIEW**

- A. Plats for Signature/Approval: The Bedford County Planning Department routinely handles the distribution of plats with the Authority. Multiple page signature plats will only be accepted and signed if delivered to the Authority office by the Bedford County Planning Department. Single page plats with alterations will not be accepted unless directly routed through Bedford County Planning Department.

#### **Section 5. FEES**

- A. Review fees will be per the current Rate policy and are explained in the Rate Information policy.
- B. Re-review fees will be per the current Rate policy and are explained in the Rate Information policy.

#### **Section 6. REVISIONS**

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.

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## DEVELOPER PROJECT CHECKLIST

### Section 1. PURPOSE

This policy is to explain the review process that the Bedford Regional Water Authority (“Authority”) utilizes for water and sewer developer projects planned within the service areas of the Authority.

### Section 2. PROJECT CHECKLIST

The checklist that will be utilized by the Authority for the review of the project will be similar to that which is shown below.

#### PHASE 1 – REVIEW / DESIGN

##### 1. PRELIMINARY REVIEW

- Initial plans are submitted for review along with the Base Project Review Fee.
- Bedford Regional Water Authority (“Authority”) performs a preliminary review of the site plan of the proposed development.
- Water/sewer plans are submitted for review to the Authority by the Developer’s design engineer.

##### 2. DEVELOPER PACKAGE

- Developer package is mailed to developer and includes the following documents:
  - Cover Letter including assessment of Project Fees (Plan Review and Inspection Fees)
  - Review Schedule and Process Guidelines
  - Developer Project Checklist
  - Developer Agreement
  - (Sample) Irrevocable Letter of Credit
  - (Sample) Bedford Regional Water Authority Water and Sewer Projects – Developer Performance Bond
  - Initial review comments for water/sewer design plans

##### 3. PLAN REVIEW FEES

- Developer submits an executed Developer Agreement to the Authority, including payment of Plan Review Fees.
  - Plan Review Fees are assessed at the current rates per foot of waterline 3-inches in diameter and greater, and per foot of sewer line (service laterals are excluded).
  - Inspection fees must be paid prior to the issuance of the certificate to construct (see item 10 below), but can also be paid at the same time as the Plan Review Fees.

#### DEVELOPER PROJECT CHECKLIST

4. **SURETY**
  - Developer provides Authority with surety in the form of a letter of credit, performance bond, or cashier's check as outlined in the Agreement.
5. **PLAN REVISIONS**
  - Authority releases additional comments, clarifications, etc. to Developer and/or design engineer (if applicable).
  - Extended Plan Review Fee to be submitted with the third submittal and beyond.
6. **COST SHARING AGREEMENT**
  - Developer provides the Authority with a Cost Sharing Agreement, if applicable.
  - In certain situations, the Authority will enter into Agreements with Developers to offset some costs if linework has been built in excess of what their development requires. Any such Agreement is entered into at the discretion of the Authority Board of Directors, and must be done prior to the commencement of construction.
7. **PLAT APPROVAL**
  - Final plat for the subdivision must be approved and signed by all applicable County entities.
  - Any necessary easements for the project are identified and included on the plat. Where platting is not necessary, proof of easement will be required.
  - Approved/recorded plats should reflect associated design plans.
8. **PLAN APPROVAL**
  - Final water/sewer design plans are reviewed by the Engineering Department. Any additional comments generated are submitted to the Developer and/or design engineer.
  - Water/sewer design plans are approved by the Authority for construction.
    - Approved plans should reflect associated plats.
    - The Authority works closely with VDOT on projects where utilities are proposed in the right-of-way. Delays in receiving VDOT approval may result in delays for the construction or acceptance of the water or sewer lines.
9. **ADDITIONAL REQUIREMENTS**
  - Contractor submits shop drawings to the Authority for review and approval.
    - Other items may be required including but not limited to easements, permits, etc.

## DEVELOPER PROJECT CHECKLIST

### 10 INSPECTION FEES

- Developer submits payment of the Inspection Fees prior to the issuance of the certificate to construct, calculated as follows:
  - Inspection Fees are assessed at the current rates per foot of waterline, and per foot of sewer line.
  - Bacterial testing fees are assessed at the current rate charged by testing labs to the Authority, based upon 2 tests per 1,000 linear feet of waterline.
  - Flushing fee is equal to the volume of water contained in said system multiplied by 4, charged at the current water billing rate.
  - Filling fee for testing Force Mains: Filling fee is equal to the volume of water contained in the force main system during testing, charged at the current water billing rate.

### 11. CERTIFICATE TO CONSTRUCT

- Authority Engineering Department submits the Certificate to Construct (C2C) to the Authority field representatives for final approval.

### 12. SURVEY / STAKE-OUT

- The design engineer performs a survey and stakes out the waterline, sewer line, and proposed edge of pavement prior to construction commencing.
  - Waterlines are to be surveyed with a maximum spacing of 100 feet between stakes, including staking at any bends.
  - Sewer lines are to be surveyed with staking at each manhole location.
  - Surveying is to be performed by a licensed surveyor with a notice submitted by the surveyor or surveying company upon completion verifying what has been surveyed along with the date of survey.

## PHASE 2 – CONSTRUCTION

### 13. SITE GRADING

- Grading contractor constructs the proposed road to within 6-inches of final sub-grade. Survey stakes for the roadway are to be set by a licensed surveyor and shall verify that sub-grade has been established. Some flexibility may be permitted for installations of gravity sewer.

### 14. PRE-CONSTRUCTION

- Developer/Contractor schedules a pre-construction conference with the Authority's field representative(s).

### 15. EXECUTED CERTIFICATE TO CONSTRUCT

- C2C is issued to the Developer/Contractor by the Authority field representative upon site approval determined at the pre-construction conference.

### DEVELOPER PROJECT CHECKLIST

#### 16. PARCEL SIGNUP FEES

- Plat and design plans are submitted to Customer Service Department with Certificate to Construct to allow for the acceptance of applicable New Customer Fees for parcel hook-ups to builders and/or property owners.

#### 17. CONSTRUCTION STARTS

- Developer/Contractor notifies Authority of anticipated start date at least three working days in advance and prior to construction.
  - The Authority reserves the right to reject any and all infrastructure that may be constructed prior to the issuance of the Certificate to Construct or without the Authority's oversight.
  - The Contractor is required to arrange for an Authority representative to be on-site at the beginning of any water/sewer construction project.
  - The Contractor is required to have the latest Authority Master Specifications on site at all times. The Authority reserves the right to reject infrastructure constructed without this documentation on site.
  - The latest edition of the Authority Master Specifications shall serve as the standard for water/sewer construction practices in Bedford County. Any changes required by the Authority or noted deficiencies during construction shall be corrected by the Contractor.
  - Construction may be halted at any time if the Developer/Contractor fails to comply with any of the requirements set forth by the Agreement and associated documents.

#### 18. SERVICES

- Property corners, property lines, and applicable easements are staked by a licensed surveyor for proper location of the meter settings and sewer service laterals.
- Sewer laterals and meter bases are set and constructed by the Contractor according to the locations shown on the approved design plans. All lots within the development are to be provided with meter bases and sewer laterals where appropriate.

### DEVELOPER PROJECT CHECKLIST

#### 19. TESTING

- The contractor shall schedule with the Authority's field representative at least three working days in advance (after construction is complete) for pressure testing and/or air & vacuum testing.
- Soil compaction tests are performed by a third party with the results being submitted to the Authority for review. The Authority's field representative shall administer the scheduling of all compaction tests.
- (WATER) Pressure tests are performed by the Contractor and approved by the Authority's field representative upon satisfactory test results as per Authority Master Specifications.
- (WATER) Bacteriological tests are performed by the Authority.
- (SEWER) Air/vacuum tests are performed by the Contractor and approved by the Authority's field representative upon satisfactory test results as per Authority Master Specifications.
- Other tests may be required to ensure that installation, materials, etc. is in accordance with the Authority Master Specifications as prescribed in the Agreement.

#### 20. PROJECT COMPLETION

- Authority Utility Locator schedules walk through after receiving Contractor Mark-ups to mark and verify trace wire and Omni Marker installations, and Engineering Department notifies Developer and Engineer of scheduled date.
- Developer and/or Engineer are responsible for scheduling survey of the utilities immediately following the Authority Utility Locator's scheduled walk through and trace wire verification. If proper scheduling is not arranged, and Utility Locator's marks are no longer present upon time of survey for as-built drawings, the Developer and/or Engineer are responsible for having the lines located and marked with proper locating equipment.
- Authority's field representative conducts a substantial completion walk-thru and issues a project punch-list to the Contractor.
- Punch-list items are completed by the Contractor and verified by the Authority in a final completion inspection.
- The waterline is verified to be the minimum required distance from the edge of pavement. Asphalt base is required to be in place for distance verification.
- Field drawings and field notes are reviewed with the Authority's field representative for correctness and accuracy.
- Field drawings and field notes are submitted by the Contractor to the Developer and/or the design engineer for inclusion in the as-built drawings.

DEVELOPER PROJECT CHECKLIST

**PHASE 3 – PROJECT CLOSEOUT**

**21. LETTER OF WARRANTY**

- The Contractor submits a Letter of Warranty for materials and workmanship, and a draft of as-built drawings to the Authority.

**22. DESIGN FILES / AS-BUILT DRAWINGS**

- The Developer/design engineer submits surveyed as-built drawings to the Authority per the Authority's Surveyed As-Built Requirements. The contractor mark-ups need to be submitted from the Engineer with the first submittal of As-Built.
- AutoCAD and Adobe Acrobat files of the as-built drawings need to be submitted per the Authority Surveyed As-Built Requirements.
- Water and sewer modeling and/or GIS files to be submitted if available.
- Authority's field representative reviews drawings for accuracy; if meter information is shown accurately, as-built drawings are forwarded to the Utility Locators and the Maintenance Department.

**23. BILL OF SALE / QUIT CLAIM DEED**

- The developer submits an executed Bill of Sale / Quit Claim Deed, to the Authority. This needs to be dated after the contractor has been paid in full.
- Proof of recordation of any and all associated plats and easements.

**24. CERTIFICATE OF COMPLETION**

- The Project will be accepted into the public system for maintenance and operations upon completion of all requirements as prescribed in the Agreement and this Checklist.
- A Certificate of Completion with copies of the as-built drawings shall be issued to the Customer Service Department upon approval given by the Authority Engineering, Maintenance, and Operations Departments. A copy of this Certificate and recorded Bill of Sale / Quit Claim Deed will be mailed to the Developer.
- Final plats and any necessary easements must be recorded and recordation information and/or instrument numbers provided to the Authority prior to the acceptance of the system(s) or issuance of a Certificate of Completion.

**25. WATER SERVICE AVAILABILITY**

- Upon receipt of the Certificate of Completion, the Customer Service Department will make the determination of the ability to provide meters to the subdivision. See "Procedures for Customer Service Project Acceptance."



### DEVELOPER PROJECT CHECKLIST

#### 26. PROJECT SURETY

- The Authority reserves the right to retain the complete surety of 105% construction costs. Should the requirements of the Agreement and associated documents not be met by the Developer within a reasonable time frame, the Authority reserves the right not to release the Developer's surety until all requirements have met the satisfaction of the Authority. Water/sewer service to the development may also be denied.
- The Authority shall retain surety for a minimum warranty period of one year. This warranty period shall not go into effect until the Authority is in receipt of both the letter of warranty from the Contractor and the Bill of Sale / Quit Claim Deed from the Developer, and the project has been accepted by the Authority.
- When the warranty period has expired, the surety may be released to the Developer upon written request provided all of the following conditions have been met:
  - The Developer/Contractor has fulfilled all requirements set forth by the Agreement and associated documents.
  - Punch list items from Final Warranty inspection have been corrected.
  - There are at least three (3) residential connections or one (1) commercial connection that have been made to the project.
  - All roadways have been accepted for maintenance by VDOT.

#### Section 3. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved July 15, 2014, effective July 16, 2014:
    - a. Section 3.K was added clarifying recorded final plats and easements.
  - 2. Approved April 3, 2015, effective April 22, 2015:
    - a. Section 2.3 was revised to remove reference to Base Project Review Fee.
    - b. Section 2.10 was revised to reflect current costs for bacterial testing fees.
    - c. Section 2.26 was revised to clarify surety retainage.
    - d. References to Inspector were modified to Authority's field representative.
  - 3. Approved October 4, 2022, effective October 4, 2022:
    - a. Section 2 , PHASE 1.2, Review Fees was replaced with Plan Review Fees
    - b. Section 2 , PHASE 1.3, Review Fees was replaced with Plan Review Fees
    - c. Section 2, Phase 1.5 Re-review Fee was replaced with Extended Review Fee
    - d. Section 3 General notes were incorporated into overall checklist with minor modifications and clarifications made throughout the checklist.

DEVELOPER AGREEMENT

**Section 1. PURPOSE**

This Agreement is necessary for developments proposing to construct water and/or sewer infrastructure within the Bedford Regional Water Authority's ("Authority") service area.

**Section 2. AGREEMENT**

The agreement that will be provided to the developer by the Authority will be similar to that which is shown below.

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_; by and between the **BEDFORD REGIONAL WATER AUTHORITY** (hereinafter referred to as the "Authority"); and \_\_\_\_\_ (hereinafter referred to as the "Developer");

**WITNESSETH:**

**WHEREAS** the Developer desires to construct a water and/or sanitary sewer facilities project within Bedford County, Virginia, (hereinafter referred to as the "Project"); and

**WHEREAS** said Project will provide water and/or sanitary sewer service to the following property described as \_\_\_\_\_; and

**WHEREAS** the Developer desires that said Project shall be owned, operated, and maintained by the Authority; and

**WHEREAS** the Developer has caused Plans and Specifications (hereinafter referred to as the "Plans"), which are entitled \_\_\_\_\_; dated \_\_\_\_\_ with the latest revision date of \_\_\_\_\_, as prepared by \_\_\_\_\_; of \_\_\_\_\_, **VA** (hereinafter referred to as the "Design Engineer"); and

**WHEREAS** the Authority has upon review approved the Plans to be used in construction of the Project on \_\_\_\_\_; and

**WHEREAS** the Authority and the Developer desire that construction of the Project proceed in a timely manner.

**NOW, THEREFORE**, the parties hereby agree as follows:

- I. **Representations and Warranties by the Developer:** The Developer represents and warrants that before the system is conveyed to the Authority he will:
  - A. Pay all fees required by the then current Rules and Regulations of the Authority. Fees applicable to this agreement are:

DEVELOPER AGREEMENT

Plan Review Fees – Sewer (gravity sewer system):	
Plan Review Fees – Sewer (force main sewer system):	
Plan Review Fees - Water:	
<b>Total Plan Review Fees Due:</b>	
Inspection Fees – Sewer (gravity sewer system):	
Inspection Fees – Sewer (force main sewer system):	
Force Main Filling for Testing:	
Inspection Fees - Water:	
Water Bacteriological Testing:	
Water Flushing:	
<b>Total Inspection Fees Due:</b>	
Fire Flow Meter Vault Review and Inspection Fee:	
Large Pump Station Review and Inspection Fee:	
<b>TOTAL DUE*:</b>	

\*Fees are subject to current rates at time of payment.

- B. Construct the Project according to the approved Plans by using a licensed contractor, \_\_\_\_\_, who has passed a prequalification review by the Authority.
- C. Grant the Authority access at all times to the Project for purposes of inspection, taking of samples, and provide copies of permits, test results, and other information which may be reasonably requested by the Authority.
- D. Provide the Authority one of the following sureties, which guarantees completion of the Project according to the plans:
  - 1. Irrevocable Letter of Credit #, with the redemption location shown as being within a 45 mile radius of the Authority’s office: \_\_\_\_\_
  - 2. Performance Bond #: \_\_\_\_\_

## DEVELOPER AGREEMENT

3. Cashier's Check #: \_\_\_\_\_  
(A Cashier's Check is permitted when value of surety does not exceed \$10,000)

as issued by \_\_\_\_\_

and in the amount of \$ \_\_\_\_\_

( \_\_\_\_\_ )

(the amount written out in words)

- E. Submit to the Authority the required certifications and final surveyed "as-built" drawings required by the Developer Checklist.
- F. Be solely responsible for the costs for the design, construction, easement acquisition, and other related costs associated with the Project.
- G. Be solely responsible for adhering to all items listed on the Developer Checklist, or Fire Flow Meter Vault Checklist as appropriate, prior to receipt of a Certificate of Completion, hence prior to receiving service to the development.
- H. Submit to the Authority a warranty against defects in materials and workmanship which is valid for a period of one (1) year from date of final completion. At the latter of one (1) year from the date of the Certificate of Completion, or the satisfactory completion of the warranty period, the surety may be released. A portion of the surety may be held until there are at least three (3) residential connections or one (1) commercial connection to the project.
- I. For projects that involve public roadway(s) intended for acceptance by VDOT, surety may be held until confirmation is received accepting roadway(s) into the VDOT system for public maintenance.

It is understood by the Developer and Authority that if satisfactory progress is not made towards the completion of the items listed in Paragraph I, Section A through H, the Authority may deny or refuse to provide evidence of the availability of water and/or sanitary sewer service.

- II. The Developer does hereby undertake and bind himself upon receipt of notice of final approval to convey to the Authority with General Warranty and English Covenants of Title, free and clear of all liens and encumbrances, all of his right, title, and interest in and to the Project as described in the Plans, with such interests in real estate as shall, in the opinion of the Authority and its council, be reasonably necessary for the operation and maintenance of

#### DEVELOPER AGREEMENT

- the Project for the provision of water and sewer services.
- III. The Authority upon conveyance of the Project by the Developer shall undertake to operate the Systems constructed in the Project, install meters, and to provide utility services to the citizens of Bedford County whose properties are proximate to the systems subject to compliance with its published Rates and Regulations and other established operating procedures.
- IV. Miscellaneous:
- A. This agreement shall be binding upon the successors and assigns of the parties hereto. It is expressly understood and agreed by and between the parties hereto that the acceptance by the Authority of the documents conveying Developer's interest in the Project does not mere or extinguish the provision hereof. All warranties contained herein shall survive the completion and closing of the transaction contemplated herein.
- B. The Developer shall have the right to assign its rights hereunder to its lender. Developer shall not assign its rights hereunder to any party other than Developer's lender without obtaining the Authority's prior consent in writing, which consent shall not be unreasonably withheld.
- C. The making, execution, and delivery of this agreement have been induced by no representations, statements, warranties, or agreements other than those expressed therein. Unless other agreements, or understandings are attached in an appendix to this agreement and said appendix is identified in Section IV F., this agreement shall embody the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This agreement may be modified by an agreement of equal formality signed by the parties hereto as their duly authorized officers or representatives.
- D. Neither this instrument, nor any other documents or oral communication should be construed as a reservation or allocation of water and/or sanitary sewer capacity for this particular project. The Authority cannot reserve or allocate capacity for a particular owner or project unless and until the applicable Authority Capital Recovery Fees have been paid in full. Projects shall be given priority according to the order in which the



**DEVELOPER AGREEMENT**

requisite Capital Recovery Fees are paid.

- E. This agreement shall be governed in its entirety by the laws of the Commonwealth of Virginia.
- F. Attached as part of this agreement are: Developer / Fire Flow Meter Vault Project Checklist, and Sample Sureties.

**IN WITNESS WHEREOF**, the following signatures:

**BEDFORD REGIONAL WATER AUTHORITY**

By: \_\_\_\_\_ (seal)

STATE OF VIRGINIA, County of Bedford, to-wit  
The foregoing Agreement was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ (name), \_\_\_\_\_ (title)

of Bedford Regional Water Authority, on behalf of the Authority.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**DEVELOPER**

By: \_\_\_\_\_ (seal)

STATE OF VIRGINIA, County of Bedford, to-wit  
The foregoing Agreement was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ (name), \_\_\_\_\_ (title)

of \_\_\_\_\_ (company)

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

## DEVELOPER AGREEMENT

**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.
  
- B. This policy was modified as follows:
  - 1. Approved October 4, 2022; effective October 4, 2022.
    - a. Section 2.I.A. was modified to include and clarify fees.
    - b. Section 2.I.G: 'subdivision' was replaced with 'development.'
    - c. Section 2.1: Revised "...A thru G..." to "...A through H..."
    - d. Section 2.IV.D: Updated fee reference with 'Capital Recovery Fees.'
    - e. Section 2.IV.F: Bill of Sale and Quitclaim Deed and Sample Letter of Warranty have been removed from the attachments list.
    - f. Section 2.I.H: Wording revised for surety requirements.
    - g. Section 2.I.I was added.

**IRREVOCABLE LETTER OF CREDIT**

ISSUED BY:

ADDRESS:

TELEPHONE:

Beneficiary:

Date:

BEDFORD REGIONAL WATER AUTHORITY  
1723 FALLING CREEK ROAD  
BEDFORD, VIRGINIA 24523

EACH DRAFT DRAWN RELATIVE HERETO  
MUST BE MARKED: "DRAWN UNDER  
LETTER OF CREDIT # \_\_\_\_\_"

APPLICANT:

AMOUNT:

U. S. \$ \_\_\_\_\_

PROJECT:

EXPIRATION DATE:

\*\*\*SEE BELOW\*\*\*

WE HEREBY OPEN OUR IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_ IN YOUR FAVOR  
FOR THE ACCOUNT OF \_\_\_\_\_ FOR A SUM NOT  
EXCEEDING U. S \$ \_\_\_\_\_. THESE FUNDS ARE AVAILABLE BY YOUR SIGHT  
DRAFTS ON US AND MUST BE ACCOMPANIED BY THE FOLLOWING DOCUMENT:

A LETTER OF CREDIT DRAWDOWN REQUISITION THAT HAS BEEN SIGNED BY THE  
BENEFICIARY WHICH DIRECTS YOU TO MAKE SPECIFIC PAYMENTS TO PERSONS AND ENTITIES  
DESIGNATED THEREIN WHO ARE REQUESTING PAYMENT FOR WORK COMPLETED AS PART OF  
THE ABOVE LISTED WATER/ SEWER FACILITIES PROJECT.

\*\*\*\*\*THIS LETTER OF CREDIT SHALL BE VALID FOR A PERIOD OF TWO YEARS FROM THE DATE OF  
ISSUANCE AND SHALL AUTOMATICALLY RENEW FROM YEAR TO YEAR THEREAFTER UNLESS THE  
ISSUER SHALL GIVE NINETY (90) DAYS PRIOR WRITTEN NOTICE TO THE BEDFORD REGIONAL WATER  
AUTHORITY OF ITS INTENT TO TERMINATE THE SAME AT EXPIRATION OF SAID NINETY DAY PERIOD.  
DURING THE LAST THIRTY DAYS IN WHICH THIS CREDIT IS VALID, THE BEDFORD REGIONAL WATER  
AUTHORITY MAY DRAW UP TO THE FULL AMOUNT REMAINING WHEN ITS DRAFT IS ACCOMPANIED  
BY THE FOLLOWING DOCUMENT:

A NOTARIZED STATEMENT SIGNED BY AN OFFICIAL OF THE BEDFORD REGIONAL WATER  
AUTHORITY STATING THAT THE APPLICANT HAS NOT COMPLETELY PERFORMED ITS  
OBLIGATION TO THE BEDFORD REGIONAL WATER AUTHORITY RELATING TO THE  
CONSTRUCTION OF THE WATER AND SEWER FACILITIES PROJECT LISTED ABOVE, THAT THE  
APPLICANT HAS NOT PROVIDED ACCEPTABLE OTHER SURETY OR FUNDS TO COMPLETE THE  
PROJECT, AND THAT THE DRAWING OF FUNDS SHALL BE FOR THE PURPOSE OF COMPLETING  
THE PROJECT ACCORDING TO THE POLICIES AND STANDARDS OF THE BEDFORD REGIONAL  
WATER AUTHORITY AND/OR FOR THE PAYMENT FOR SERVICES PROVIDED FOR THE PROJECT'S  
CONSTRUCTION.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE  
TERMS OF THIS CREDIT SHALL BE DULY HONORED UPON PRESENTATION AND DELIVERY AT THIS  
OFFICE WITHIN THE VALIDITY OF THIS CREDIT.

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_



**BEDFORD REGIONAL WATER AUTHORITY  
WATER AND SEWER PROJECTS – DEVELOPER PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, hereinafter referred to as Principal, and \_\_\_\_\_, a corporation duly authorized as a Surety company to transact business in the Commonwealth of Virginia, as Surety, are held and firmly bound unto the Bedford Regional Water Authority (hereinafter referred to as the "Authority") a water and sewer authority formed and existing under the Virginia Water and Waste Authorities Act, Sections 15.2-5100 *et seq.* of the Code of Virginia, 1950, as amended, as Obligee, in the sum of \_\_\_\_\_ Dollars, (\_\_\_\_\_), good and lawful money of the United States, for the payment of which sum, well and truly to be made to the Authority, we, the Principal and Surety, do unconditionally bind ourselves, our personal representatives, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, and we do hereby waive the benefits of our homestead exemptions as to this obligation.

WHEREAS, the said Principal has proposed to construct a water and/or sanitary sewer facilities project within Bedford County, more particularly described in the Developer Agreement (the "Agreement") between the Authority and \_\_\_\_\_, dated \_\_\_\_\_, for property described as \_\_\_\_\_, and

WHEREAS, BY THE TERMS OF THE AFORESAID Agreement, the Principal has agreed to construct, install, and provide solely at Principal's expense, the water and/or sanitary sewer facilities to serve said project in the Plans and Specifications as specified in the aforesaid Agreement, as approved and/or amended by the Authority,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall faithfully perform each and every obligation and agreement fully and satisfactorily as set forth in the aforesaid Agreement and shall complete the required project in the manner therein specified and required, then this obligation shall be terminated; provided, however, that such termination shall not occur until Principal and Surety have given Obligee written notice of full performance and within sixty (60) days of receipt Obligee shall have either agreed to such termination, in which case such termination shall not discharge the Surety from any liability previously accrued pursuant to this bond, or Obligee shall give notice of failure to perform satisfactorily and this obligation and bond shall remain in full force and effect until Obligee



# LETTER OF WARRANTY

[Put this document on Contractor's Letterhead]

[Date]

Bedford Regional Water Authority  
1723 Falling Creek Road  
Bedford, VA 24523  
Attention: Engineering Department

**RE: Letter of Warranty for** *[insert project name]*

Please be advised that \_\_\_[contractor name]\_\_\_ will warrant materials and workmanship provided by \_\_\_[contractor name]\_\_\_ (its suppliers and/or sub-contractors) rendered for installation of the waterline and appurtenances, as described on the "as-built drawings" labeled \_\_\_\_\_, as provided by ENGINEERING FIRM NAME.  
This warranty shall be in effect for a period of 12-months (1-year) beginning \_\_\_\_\_ and ending \_\_\_\_\_.

\_\_\_[contractor name]\_\_\_ has been paid in full by \_\_\_[developer name]\_\_\_ for this project.

Signed:

\_\_\_\_\_

Title of signatory:

\_\_\_\_\_

Date of Signature:

\_\_\_\_\_

EXAMPLE ONLY  
NOT FOR USE

**BILL OF SALE AND QUITCLAIM DEED**

THIS BILL OF SALE AND QUITCLAIM DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between [NAME OF DEVELOPER], party of the first part, whose address is \_\_\_\_\_, GRANTOR, and the **BEDFORD REGIONAL WATER AUTHORITY**, party the second part, GRANTEE;

TO: Bedford Regional Water Authority (“Authority”)  
1723 Falling Creek Road  
Bedford, Virginia 24523  
ATTENTION: Engineering Department

RE: Project Name (“Project”): \_\_\_\_\_  
BRWA Project Number: \_\_\_\_\_  
Date of Approved As-Built Plans: \_\_\_\_\_  
Plans Entitled: \_\_\_\_\_  
Prepared by: \_\_\_\_\_  
Developer: \_\_\_\_\_ (“Developer”)

WHEREAS the Developer entered into a Developer Agreement with the Authority on \_\_\_\_\_ to construct the Project, herein incorporated and attached as Exhibit A; and

WHEREAS with this letter the Developer grants, bargains, sells and conveys to the Authority all right, title and interest the Developer has in the referenced water and/or sewer system, as more fully described below.

NOW, THEREFORE, for good and valuable consideration recited herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

The Developer warrants and represents to the Authority:

1. That the referenced water and/or sewer system consists of lines and appurtenances as shown on plans prepared by \_\_\_\_\_.
2. That Developer is the owner of said water and/or sewer system and that there are no outstanding claims for services rendered, materials provided, or labor performed in connection with the installation and operation of said system.
3. That said system(s) lies entirely within properly dedicated public rights of way and that there are no portions of said system on any private property or other property as to which

the Developer does not have proper licenses and/or easements.

4. Said system(s) is fully operational and all conditions precedent to the issuance and continuation of licensure by applicable public authorities have been met or exceeded.
5. The total construction cost of said water system is \_\_\_\_\_
6. The total length of pipe in said water system is \_\_\_\_\_ feet.
7. The total construction cost of said sewer system is: \_\_\_\_\_
8. The total length of pipe in said sewer system is \_\_\_\_\_ feet.

Upon execution of this instrument by the parties, the Authority shall assume responsibility for the operation and maintenance of the aforesaid water and sewer systems.

WITNESS the following signatures:

GRANTOR:

\_\_\_\_\_  
*(Grantor Signature)*

STATE OF VIRGINIA, County of Bedford, to-wit

The foregoing Bill of Sale was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_, \_\_\_\_\_  
*(Name)* *(Title)*

of \_\_\_\_\_  
*(Company)*

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

GRANTEE:

\_\_\_\_\_  
*(Authorized Agent's Signature for the Bedford Regional Water Authority)*

STATE OF VIRGINIA, County of Bedford, to-wit

The foregoing Bill of Sale was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_, \_\_\_\_\_  
*(Name)* *(Title)*

of Bedford Regional Water Authority  
*(Company)*

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

## SURVEYED AS-BUILT REQUIREMENTS

### Section 1. PURPOSE

In order to maintain proper records of the infrastructure owned by the Bedford Regional Water Authority (“Authority”), as-built drawings/record drawings are required at the completion of each water and/or sewer project.

### Section 2. GENERAL

Drawings should reflect all changes in the field as noted by the Authority Field Representative and the Utility Contractor. The symbology used should reflect the same used in the Design Plan legend. In addition, facilities are to be surveyed to provide accurate location on the drawings, with notations by the Contractor and/or Inspector present to assist in locating the facilities in the field. Water lines and force main lines should be marked by utility locating equipment and surveyed so that the accurate location is shown on the as-builts.

### Section 3. POLICY

- A. All drawings submitted to the Authority must be signed by a Professional Engineer and dated. Each of the following formats must be submitted:
  - 1. Copy of original design plans with Contractor Mark-ups shown.
  - 2. Copy of as-builts with Licensed Engineer or Surveyor stamp and signatures .
  - 3. Adobe PDF.
  - 4. Native digital CAD files with any associated plotting and pen setting files.
    - a. Digital as-built files must be prepared in USGS NAD83 Virginia South State Plane Coordinates.
  - 5. Ascii/text survey file.
    - a. To include coordinates for points X, Y and Z with definitions of each point.
  - 6. Water or sewer modeling files or .shp files when available.
  - 7. GIS .shp or .lyr files when available.
- B. Drawings must include a statement on each plan sheet stating that lines and appurtenance locations have been determined through field survey and Contractor markups.
- C. Waterline: The following items must be clearly shown on the surveyed as-built record drawings:
  - 1. Surveyed:
    - a. Waterline (based on locator marks).
    - b. Edge of pavement or curbing, where applicable.
    - c. Valves.
    - d. Fire Hydrants.
    - e. Blowoffs.
    - f. Air Releases.
    - g. Meter Settings (identified as single or double).
    - h. Trace Wire Boxes
    - i. Omni Markers

### SURVEYED AS-BUILT REQUIREMENTS

2. From Contractor/Inspector Mark-ups:
  - a. Profile changes.
  - b. Horizontal and vertical bends.
  - c. Service line locations (if not able to survey).
  - d. Casing lengths and size.
  - e. Type of pipe.
  - f. Restraint type.
  
- D. Gravity Sewer Line: The following items must be clearly shown on the surveyed as-built record drawings (vertical measurements may be based upon the Authority's information of the existing infrastructure):
  1. Surveyed:
    - a. Manholes:
      - i. Ground elevation.
      - ii. Rim elevation.
      - iii. Invert in and out elevations.
      - iv. Cleanouts.
      - v. Trace Wire Boxes
      - vi. Omni Markers
  2. From Contractor/Inspector Mark-ups:
    - a. Profile changes.
    - b. Connections lines to cleanouts.
    - c. Casing lengths and size.
    - d. Type of pipe.
  
- E. Force Main Sewer Line: The following items must be clearly shown on the surveyed as-built record drawings:
  1. Surveyed:
    - a. Force main (based on locator marks).
    - b. Edge of pavement or curbing, where applicable.
    - c. Air release/flushing valves.
    - d. Low pressure system lateral valves.
    - e. Flushing stations.
    - f. Sewer pump stations (where installed).
    - g. Gate/Plug Valves
    - h. Trace Wire Boxes
    - i. Omni Markers
  2. From Contractor/Inspector Mark-ups:
    - a. Profile changes.
    - b. Horizontal and vertical bends.
    - c. Service line locations (if not surveyed).
    - d. Casing lengths and size.
    - e. Type of pipe.



## SURVEYED AS-BUILT REQUIREMENTS

### Section 4. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved October 4, 2022; effective October 4, 2022:
    - a. Section 2: Replaced 'Inspector' with 'Field Representative'.
    - b. Section 3.A: Information needed for digital files was clarified.
    - c. Section 3: Trace Wire Boxes and Omni Markers were added to a list of items that must be clearly shown on the surveyed as-built record drawings for water, gravity sewer, and force main sewer lines.
    - d. Section 3.E.1: Gate/Plug Valves were added to the items required on the surveyed as-built record drawings for force main sewer lines.

**BRWA**  
**LIST OF APPROVED CONTRACTORS**  
**FOR WATERLINE & SANITARY SEWER LINE**

*The following is a list of utility contractors that are pre-approved for waterline and sanitary sewer line construction. This list will be revised as necessary by adding or removing contractors based on job performance.*

CONTRACTOR	ADDRESS	PHONE	FAX
Coleman-Adams	1031 Performance Rd, Forest, VA 24551	434-525-7400	
B.C. Grading, Inc.	P.O. Box 10038 Lynchburg, VA24506	434-528-4726	434-528-4726
Jack St. Clair	2774 Nicholas Ave NE, Roanoke, VA 24012	540-344-1657	
C.L. Garbee	1143 Bellevue Road Forest, VA 24551	434-525-0298	
Counts & Dobyns	37 Leland Road Rustburg, VA 24588	434-821-2774	434-821-3425
Wells Construction	P.O. Box 1067 Vinton, VA 24179	540-309-9650	
Falwell Corporation	3900 Campbell Avenue Lynchburg, VA 24501	434-846-2739	434-846-2740
Best Grading	3921 Campbell Ave, Lynchburg, VA 24501		
AJ Conner General Contractor, Inc.	221 Kessler Mill Road Salem, VA 24153	540-387-3941	
Mid-State Construction Company, Inc.	22776 Timberlake Road Lynchburg, VA 24502	434-239-9900	434-239-9964
FL Showalter, Inc.	2900 Fulks St, Lynchburg, VA 24501	434-845-2388	
J.L. Crawford & Sons, Inc.	4271 Hummingbird Lane Concord, VA 24538	434-993-2830	434-993-9030
H & H Sons, Inc.	304 Moorman Mill Road Rustburg, VA 24588	434-238-3388	

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1723 Falling Creek Road Bedford, Virginia 24523  
Phone: 540-586-7679 - Fax: 540-586-5805  
Email: [Engineering@brwa.com](mailto:Engineering@brwa.com) - Website: [www.brwa.com](http://www.brwa.com)

F & B Contractors LTD	1787 Bold Branch Road Bedford, VA 24523	540-871-3949	
Muller, Inc.	400 N. Washington St. 3 <sup>rd</sup> Floor Falls Church, VA 22046	571-565-0938	
Burkhardt's Nursery, Inc	95 Laurel Lane Hurt. VA 24563	434-531-2274	
LJ Bays Grading, Inc.	7176 Smith Mountain Lake Parkway Huddleston, VA 24104	540-309-8676	
E.C. Pace Company, Inc	1811 Hollins Road NE Roanoke, VA 24012	540-323-6816	
Prillaman & Pace, Inc.	830 Brookdale Road Martinsville, VA 24115	276-632-8419	276-632-8419
English Construction Company, Inc.	615 Church Street Lynchburg, VA 24504	434-845-0301	434-845-0306

*Capital Recovery Fees will not be accepted until an approved contractor has been selected by the Developer.*



# Bedford Regional Water Authority Engineering Project Survey

### Departmental Mission Statement:

To ensure that facilities are designed and built with the least requirements for maintenance and greatest ease of operation while providing superior service to the community; minimizing disruptions and maintenance through accurate location of underground facilities.

In order to provide the best service to you and the community, we ask that you complete this brief survey regarding your experience with the Authority on your recent development.

Project Name (optional):

Date:

Name of Responder (optional):

Please rate our performance on your recent project:

Submitted by:  Contractor  Developer  Engineer  Other  
(Check all that apply)

### Review Phase:

	Strongly Agree 5	Agree 4	No Opinion 3	Disagree 2	Strongly Disagree 1
Staff was courteous and helpful during project review.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Project review fees were fair and reasonable.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Response time was satisfactory.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Review comments were clear to understand.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Authority processes and standards were clearly conveyed.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Project was carried out consistent with processes and standards provided.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Developer packet provided appropriate amount of information.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments or suggestions on the Plan Review?

### Construction and Inspection Phase:

	Strongly Agree 5	Agree 4	No Opinion 3	Disagree 2	Strongly Disagree 1
Inspector was courteous, polite, and professional.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Adequate coordination was maintained during the project.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments or suggestions about the Inspection?

### Overall Project:

	Strongly Agree 5	Agree 4	No Opinion 3	Disagree 2	Strongly Disagree 1
Staff was available to answer basic project questions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Closeout procedures were clear and easy to follow.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Authority staff made their best effort to close the project smoothly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Project was carried out consistently with previous projects.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments or suggestions in regards to our operating policies and procedures?

Comments or suggestions on the Overall Project?

Strongly		No		Strongly
Agree	Agree	Opinion	Disagree	Disagree
5	4	3	2	1

**Administration:**

Our rate structure was clear and easy to follow.

Information was easily located on our website.

Was there any information not currently posted on the Authority's website that would be helpful to have there?

**Thank you for your time!**

*We will use your answers to try to improve our service to you in the future. If there were any issues to your dissatisfaction, please bear with us as we look at ways that we can improve on these areas in the future and still provide the quality end product that our customers depend on. If there were instances with specific personnel on your project, please feel free to use our Commendation Form from our website, or you may contact the Engineering Manager or Human Resource Manager to further discuss any personnel issues that you feel may need to be addressed.*

*At your convenience, you may mail this survey back to us at the address below, or you may drop it off at our office.*

Bedford Regional Water Authority  
 Engineering Department  
 1723 Falling Creek Road  
 Bedford, Virginia 24523  
 E-mail: R.English@brwa.com