



ENGINEERING CONCEPTS, INC.

August 21, 2014

Camp Bethel
Attn: Barry LeNoir, Director
328 Bethel Road
Fincastle, Virginia 24090
via e-mail: campbetheloffice@gmail.com

*RE: Camp Bethel RV Village
Professional Services Proposal*

Dear Barry:

Thank you for the opportunity for Engineering Concepts, Inc. (ECI) to provide this proposal for engineering services for the development of your proposed RV Village. I have enjoyed working with Camp Bethel over the years and look forward to the continuation of our successful relationship. I have based this proposal on work we have previously performed for Camp Bethel including our recent assistance in your approval of a Special Exception permit for the RV park.

I understand you are looking for assistance in obtaining the necessary approvals to begin the development of the RV Village. ECI proposes the following scope of services to obtain the necessary approvals to begin construction:

Surveying Services

1. Establish horizontal and vertical GPS control on the site
2. Perform field-run topographic survey of project area of 7.9 acres and additional areas associated with utility connections and a proposed sanitary dump station coordinated with Camp Bethel.
3. Survey existing utilities that are visible or marked (utility markings by Owner). We will also utilize existing survey data previously provided for identification and location of existing utilities.
4. Develop base mapping showing existing conditions, utilities, and topography.
5. Property boundary, easements, and right-of-ways will be shown from record drawings.

Our fee for Surveying Services shall be \$5,500.00

Engineering Services

1. Test the concept plan utilized during the Special Exception Process.

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2. Review the Concept Plan (30% plan set) with you and discuss modifications required due to field topographic survey.
3. Review individual campsite amenities and design criteria with you to begin preparation of Design Development drawings (70% plan set).
4. Prepare Design Development drawings and calculations to include the following:
 - a. Site grading plan
 - b. Site plan layout
 - c. Erosion and sediment control plan
 - d. Site dimensional and utility plan
 - e. Support calculations for erosion and sediment control, hydraulics and hydrology, and stormwater management quantity and quality design
 - f. Construction cost estimate
5. Review the Design Development drawing with you to confirm final layout, configuration, and site details to meet your project goals.
6. Upon your approval of the Design Development drawings, ECI will proceed with preparation of Construction Drawings (100% plan set). The Construction Drawings will include:
 - a. Details for construction including utilities, erosion and sediment control, paving, and other miscellaneous site improvements.
 - b. Final stormwater management design and calculations.
 - c. Utility profiles.
 - d. Landscaping to meet zoning requirements
7. Submit and track drawings for approval by Botetourt County and VDOT, if required.

Our fee for Site Design Services shall be \$9,775.00.

Although foreseeable contingencies are reflected in our proposal, there are certain items that cannot be accurately quantified in advance. Below is a list of services that may become necessary to secure approval of the plans, or additional services that you may request of us during the construction process.

1. Utility design (proposal assumes connection to existing septic tank system is adequate)
2. Design for future phases
3. Electrical design
4. Traffic Impact Analysis
5. Easement platting
6. Geotechnical investigations
7. Client initiated revisions after our first plan submittal to the review agencies
8. Structural engineering
9. Flood analysis or impact modeling
10. Environmental permitting
11. Wetlands delineation
12. Construction period services

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13. Color graphics, exhibits or marketing documents.

Our services will be performed in accordance with the attached General Terms and Conditions dated August 21, 2014.

We trust this proposal adequately defines the scope of our services you are seeking. ECI looks forward to working with you on this project and commit ourselves to your satisfaction. If you feel there are changes to our scope or if you have any questions or require additional information, please call me directly. Your signature in the space provided below and a signed, returned copy will act as our authorization to proceed.

Sincerely,
Engineering Concepts, Inc.



Bobby Wampler, P.E.
Vice President

Accepted:

Date:

GENERAL TERMS AND CONDITIONS

AUGUST 21, 2014

1. The following General Terms and Conditions apply to all work Engineering Concepts, Inc. ("ECI") performs pursuant to its Proposal. That Proposal and these General Terms and Conditions comprise the entire agreement (the "Agreement") between ECI and the person or organization accepting ECI's proposal (the "contracting party") and supersede all previous and collateral agreements or understandings with respect to the subject matter hereof. No waiver, alteration, amendment or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by a duly authorized representative of each party.
2. Under this Agreement, ECI is acting only as an independent professional consultant and not as a joint venture. ECI's Agreement is only with the contracting party. ECI assumes no contractual or other duties in favor of, and disclaims any liability to, any other person or entity for services performed under this Agreement.
3. The contracting party agrees to provide ECI all information necessary for ECI to perform its services, including where applicable, surveys, legal descriptions, geotechnical reports, architectural floor plans and designs. The contracting party warrants to ECI the adequacy and accuracy of the information provided.
4. ECI shall not be responsible for, and contracting party will indemnify, defend and hold ECI harmless from, any claims resulting from the acts or omissions of any person or entity associated with the construction project not directly employed by ECI including the owner, architect, and all contractors, subcontractors, vendors, and their employees. In the event the contracting party or any other person or entity institutes suit or arbitration against ECI for any alleged failure to perform the Agreement, for any alleged errors or omissions in the work, or for any claims of negligence or indemnity, and if such suit or arbitration is thereafter nonsuited, dismissed, or results in a verdict or award in favor of ECI, the contracting party agrees to reimburse ECI all of its costs of defense, including reasonable attorney's fees and expenses, expert witness fees and expenses, court or arbitration costs, and all other related litigation or arbitration cost within 30 days after nonsuit, dismissal, verdict or award in favor of ECI occurs. The term "award in favor" includes, but is not limited to, any final judgment or award that is equal to or less than the last settlement offer, if any, made by ECI in relation to any claim.
5. To the fullest extent permitted by law, and notwithstanding any other provision of the Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement. ECI shall not be liable to any person or entity for any incidental or consequential damages.
6. All tracings, survey notes, CADD information, and all other design documents prepared by ECI pursuant to the Agreement, whether in writing or in electronic format, shall remain the property of ECI and shall not be modified by any party other than ECI or used for any other project, unless agreed to by ECI in writing. The Contracting party acknowledges and agrees that any unauthorized change or reuse of ECI's work shall be in violation of the Agreement and ECI's copyright and shall subject the contracting party to liability for breach of contract and for copyright infringement. The contracting party further agrees to defend, indemnify, and hold ECI harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized changes or reuse of these materials.
7. In the event that any changes are made in ECI's plans, specifications or other design documents, whether in written or electronic form, by the contracting party or entities other than ECI which affect ECI's work, the contracting party assumes full responsibility for such changes and waives any claim against ECI for breach of contract, negligence or indemnity relative to the change, unless the contracting party has given ECI written notice of the proposed change by formal change order prior to its implementation and ECI has agreed in writing to such change.
8. ECI's submittals to review agencies will be prepared and submitted with the standard of care ordinarily possessed by other professional engineers and surveyors, practicing in the same or similar locality and under similar circumstances. ECI makes no warranties, express or implied, under this Agreement or otherwise, in connection with ECI's services. ECI shall not be responsible for, or control, the timeliness of receiving approvals from review

agencies or changes resulting from their reviews. The contracting party shall be aware that construction that proceeds prior to obtaining proper permits or on designs that have not been reviewed and approved prior to construction is at the contracting party's risk and ECI shall not be liable for any claims, costs, demands, charges, expenses, including attorney fees, or any claimed damages that arise from or relate to construction that occurred prior to completion of the governmental review or obtainment of required permits. The contracting party further agrees to indemnify and hold harmless ECI from any and all claims, damages, demands, charges, costs, including attorneys fees, that relate to or arise from construction that was initiated prior to completion of the governmental review process or obtainment of required permits. If any governmental agency after the date of the Agreement should require changes in the plans, specifications and/or field work as a result of a change in that agency's policy or past practice or after plan approval, then the contracting party agrees to pay ECI for any extra work on its part resulting from such change at ECI's prevailing hourly rate plus its expenses.

9. The contracting party agrees to pay ECI for any bills submitted upon receipt. Payment of ECI's bills will not be predicated on the contracting party receiving prior payment from the owner or any other third party. ECI reserves the right to contact the owner directly to verify billings and payments. The contracting party agrees to pay ECI 1-½ % interest per month on all bills not paid within 15-days. The contracting party agrees that the balance stated on each bill from ECI is correct and binding on the contracting party, unless the contracting party notifies ECI in writing of any contended errors within 15 days of receipt of the bill in question. The contracting party also agrees that the interest rate set out in this paragraph shall continue to run, and be owing, during the pendency of any litigation or arbitration that delays final payment by the contracting party to ECI. Collection procedures will be paid by the debtor. ECI reserves the right to file a statutory lien in the event of non-payment.
10. The contracting party shall reimburse ECI for expenses incurred during the performance of these services, plus markups per the attached rate sheet. These expenses include, but are not limited to, the following: mileage, review fees, reproduction of drawings, reports, and other submittals, meals and lodging associated with travel, and postage.
11. ECI shall be compensated for additional services requested by Owner or required by others and authorized by Owner. Compensation shall be an amount equal to the cumulative hours charged times the hourly staff rate or a determined lump sum amount.
12. In the event ECI must initiate court or arbitration proceedings to collect monies due from the contracting party pursuant to the Agreement, the contracting party agrees to pay all ECI's court costs, including reasonable attorney's fees and expenses, associated with such litigation or arbitration.
13. ECI is entitled to stop work under this contract without incurring any liability to the contracting party or any other third party if any outstanding bill has not been paid in full within 30 days of receipt. This includes the right to suspend action on progress drawings, submittals, reviews, meeting attendance, and providing copies of documents, regardless of scheduled deadlines. Should ECI stop work under this condition, all agreed schedules and milestones shall be adjusted to reflect the lost time.
14. In the event the contracting party fails to pay ECI within 90 days after receipt of a bill, the contracting party agrees that ECI may, at its sole election, declare such a failure to pay a material breach of the Agreement. Upon such declaration, ECI's duties under the Agreement will cease and the contracting party shall promptly pay ECI the balance due on the outstanding bill and for all work performed subsequent to the last bill through the date of the declaration of breach at ECI's prevailing hourly rate plus expenses.
15. In the event that the Agreement is suspended, abandoned, or terminated before completion for any reason, the contracting party agrees to pay ECI for all work performed, from the date of the last bill to the date ECI receives written notice of such suspension, abandonment or termination at ECI's prevailing hourly rate plus expenses.
16. The rights and obligations of the parties arising out of this agreement, which these terms and conditions form a part, shall be governed in all respects by the laws of the Commonwealth of Virginia.
17. The parties agree that all actions and proceedings brought against ECI shall be litigated in the General or Circuit Court of Botetourt County, Virginia. It is agreed by all parties to this agreement that the General and Circuit Court of Botetourt County, Virginia are convenient forums, and the parties hereto irrevocably submit to the personal jurisdiction of such courts.

Reimbursable Expenses

- Mileage- \$0.67 / mile

- Reproductions

Sheet Size	B&W (Color)
8½ x 11	\$0.15 (\$0.40)
11 x 17	\$0.35 (\$0.80)
18 x 24	\$1.25 (\$5.00)
24 x 36	\$2.00 (\$10.00)
30 x 42	\$3.00 (\$15.00)
Other Sizes	\$0.35 (\$1.65) per sf
Foam Core Mounting	\$8.00 per sf
Binding	\$5.00

- Communications

Flash Drive	\$15.00
CD / DVD	\$5.00

- Specialty Equipment

Flow Meter with Data Logger	\$250.00 per week
GPS	\$40.00 per hour
Large Format Scanning	\$2.00 per sf

- Other Expenses + 20%