

Brightwaters Engineering
Salem, Virginia
540-389-2167

ENGINEERING SERVICES AGREEMENT

Project: NEW WATER SYSTEM FOR BSA CLAYTOR LAKE AQUATIC BASE

The following services are offered:

Table with 3 columns: Service Name, No, Yes. Services include Site Development Planning, Design/Analysis of Offsite Facilities, Liason with DOT, Soil Borings, Building Plans, Foundation Plans, Construction Management, etc.

Other: Prepare Plans and Specifications and computations for proposed new water system for Claytor Lake BSA camp (340 campers), for local and State Health Department approval; water system to include new well and pump, new storage tank, and new distribution system. Work also includes monitoring construction and certification to VDH upon completion.

Terms: Fee: \$5000.00 Payable: 1500 - RETAINER, 2500 - UPON INITIAL SUBMITTAL, 1000 - UPON FINAL APPROVAL

Amounts unpaid 30 days after invoice date are subject to a monthly service charge of 1.5%. Client & Owner agree to hold harmless and indemnify the Engineer against all conditions not under Engineer's control. Fee amount is LOL. Any conflict that should arise resulting from this work is to be resolved through mediation.

Offered by: Willet 9-26-03 Accepted by: [Signature]

Facsimile Cover Sheet

From **To: Bruce Tuten, District Executive
Blue Ridge Mountains Council**

Company: Mr. Bruce Tuten
Boy Scouts of America
Blue Ridge Mountains Council
P. O. Box 7606
Roanoke, Virginia 24019

Phone: 540-265-0656

Fax: 540-265-0659

To. ~~**From:**~~ **Stephen C. Rossi, President
(srossi@scrossi.com)**

Company: S. C. Rossi & Company, Inc.
(www.scrossi.com)

Phone: 540-342-8600

Fax: 540-342-8611

Date: October 1, 2003

Pages including this cover page: 2

*Mailed to by
to Richard
Bruce*

Comments: Bruce: Enclosed you will find the contract with Mr. Willet. For the water system at New Claytor Lake. If you have any questions please give me a call. If you like it please sign it and send to back to Mr. Willet. Thanks, Steve

**Richard A. Willet, M.S., P.E.
BRIGHTWATERS ENGINEERING**

*Civil, Structural, Environmental
3rd generation Professional Engineer*

**P. O. Box 2001
Salem, Virginia 24153**

tel. 540-389-2167
cell 540-819-1215

fax. 775-659-3220
Gratel@Aol.Com



GAY AND KEESEE, INCORPORATED

1260 RADFORD STREET  CHRISTIANSBURG, VA 24073

August 14, 2003

Mr. Brian Blankenship
Virginia Department of Health
Abingdon Regional Office
454 East Main Street
Abingdon, VA 24210

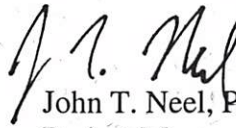
RE: Camp Claytor Boy Scout Camp
Job No. 1246.1

Dear Brian:

Please find enclosed one copy of a map showing the two proposed well sites located on Tuesday, August 5, 2003 with you. We have also enclosed a copy of sheet 2 of the Alternative Septic System Plans with the approximate well locations shown. We would like to request approval of these well sites by the Virginia Department of Health so the Owner can begin the process of contracting with a licensed well driller to develop the groundwater source.

We anticipate submission of a Preliminary Engineering Report after completion of the yield and drawdown test and water sampling. Please feel free to contact us with any questions or concerns you may have.

Sincerely,
Gay and Keesee, Incorporated


John T. Neel, P.E.
Project Manager

Enclosures

cc:  Bruce Tuten

JTN/sjb



GAY AND KEESEE, INCORPORATED

ENGINEERING ♦ LANDSCAPE ARCHITECTURE ♦ SURVEYING

JOHN T. NEEL, P.E.

PROJECT MANAGER

1260 RADFORD ST.

(540) 381-6011

CHRISTIANSBURG, VA 24073

JNEEL@GAYANDKEESEEE.COM



GAY AND KEESEE, INCORPORATED

1 2 6 0 R A D F O R D S T R E E T  C H R I S T I A N S B U R G , V A 2 4 0 7 3

August 14, 2003

Mr. Bruce Tuten
Boy Scouts of America
Blue Ridge Mountains Council
2131 Valley View Boulevard, NW
P.O. Box 7606
Roanoke, VA 24019-0606

RE: Proposal for Professional Services
Camp Claytor Water System
Pulaski County, Virginia
E03047

Dear Mr. Tuten:

On behalf of everyone at Gay and Keesee, Incorporated, I would like to thank you for the opportunity to submit this proposal to prepare Water System Plans for Camp Claytor. I believe you will find Gay and Keesee, Incorporated highly qualified for this project as we have prepared plans for numerous similar facilities. Gay and Keesee, Incorporated has a solid working relationship with the Virginia Department of Health and has a great deal of experience with their review process due to the large volume of water systems we have designed.

We have visited the site and met with you to gather information and review the requirements for this project. Outlined below is a description of the services and associated fees which Gay and Keesee, Incorporated proposes to accomplish this work.

PROJECT SCOPE

Gay and Keesee, Incorporated will design a water system for the Isaac Walton League Campground in accordance with the Virginia Department of Health Waterworks Regulations, latest edition. As a first step, Gay and Keesee, Incorporated will work with the Client to gain well site approval from the Virginia Department of Health. The Client (or Gay and Keesee, Incorporated) will then schedule the yield and drawdown test for the groundwater source as well as sampling for contaminants after the well has been drilled. Gay and Keesee, Incorporated will utilize the test results to design a water system for submission to the Virginia Department of Health and subsequent construction. Gay and Keesee, Incorporated will address minor revisions to the Plans as requested by the Virginia Department of Health. The design of a chlorination system may or may not be required depending on the testing results. The design fee for a chlorination system is included as a line item in this proposal. Design of any other required contamination treatment systems is an additional service. Continuous well inspection during drilling, if required, is an additional service. As a standard service, Gay and Keesee,

Incorporated will inspect and certify the grouting of the drilled well. Gay and Keesee, Incorporated will inspect the water system after installation for compliance with the Plans and issue a letter of substantial completion to the Virginia Department of Health.

DELIVERABLES

The following deliverables will be provided to the Client:

1. One set of the "draft" Water System Plans upon submittal to the Virginia Department of Health.
2. Upon the Virginia Department of Health's approval, two sets of the final Water System Plans.

COMPENSATION

The estimated fee for the Project Scope outlined above is \$10,000.00. The design of a chlorination system will add \$1,500.00 to the estimated fee above. The above-outlined tasks will be performed at our standard hourly rates and will be invoiced every 30 days, reflecting work completed to date. Payment will be expected within 30 days of the invoice date.

This estimate includes such incidental costs as prints, copies, etc., as required to accomplish our work. It does not include any review, permit, or bond fees that may be required by regulatory agencies, nor does it include additional costs incurred at the request of the Client. Any work not outlined above, including, but not limited to, additional concepts, stormwater detention, platting, copies of plans for contractors, construction staking, etc., will be billed on a time and material basis in accordance with our standard hourly rates only upon your Authorization to Proceed.

CLIENT RESPONSIBILITIES

The Client will be responsible for the following items. Gay and Keesee, Incorporated can provide or coordinate many of these if desired for an additional cost.

1. Perform yield and drawdown test.
2. Presence onsite during well drilling operation.
3. Conceptual Site Layouts beyond those described herein.
4. Subdivision Plats, A.L.T.A. and other Surveys, and Easement Plats.
5. Coordinate Site Access.

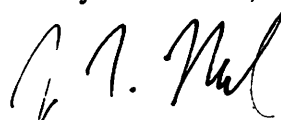
6. Engineering related to off-site issues such as, but not limited to: utility upgrades, drainage problems, road design, and grading.
7. Legal services for plats, easements, or contracts.
8. Construction Surveying.
9. Geotechnical Services beyond those described herein.
10. Fees, and other permitting expenses required by the governing municipality or regulatory agencies.
11. Environmental related services.

ACCEPTANCE

Two copies of this proposal are enclosed for your review. This proposal shall be considered valid for forty-five (45) calendar days from the date of the proposal. Until such time as this Agreement for Services is executed, its contents, Project Scope, Project Approach, description of tasks and proposed fees are the property of Gay and Keesee, Incorporated and as such shall not be distributed to others or used for any purpose other than soliciting this proposal from Gay and Keesee, Incorporated. The return of an executed copy will serve as our Authorization to Proceed. Gay and Keesee, Incorporated's Standard Terms and Conditions are incorporated and made part of this agreement.

In closing, I would like to thank you for the opportunity to submit this proposal and look forward to working with you on this project. Should you have any questions or concerns about the above-mentioned tasks, or our understanding of your project, please do not hesitate to contact us at your convenience.

Sincerely,
Gay and Keesee, Incorporated


John T. Neel, P.E.
Project Manager

Enclosures

JTN/sjb

APPROVAL AND NOTICE TO PROCEED

The undersigned hereby accepts and approves the "Proposal for Professional Services, Camp Claytor Water System, Pulaski County, Virginia " prepared by Gay and Keese, Incorporated, dated August 14, 2003, and attached hereto.

SIGNATURE

DATE

BILLING NAME AND ADDRESS:

Please sign in the space indicated and return to:

Gay and Keese, Incorporated
1260 Radford Street
Christiansburg, VA 24073

**GAY AND KEESEE, INC.
HOURLY RATE SHEET**

Effective August 6, 2003

Title	Hourly Rate
Principal:	\$95.00/hr.
Engineer I:	\$75.00/hr.
Engineer II:	\$65.00/hr.
Landscape Architect I:	\$75.00/hr.
Landscape Architect II:	\$65.00/hr.
CADD Technician I:	\$60.00/hr.
CADD Technician II:	\$50.00/hr.
Survey Technician I:	\$60.00/hr.
Surveyor I:	\$75.00/hr.
Surveyor II:	\$55.00/hr.
Rodman:	\$45.00/hr.
2-Man Crew:	\$100.00/hr.
Clerical:	\$35.00/hr.

Gay and Keesee, Incorporated

Standard Terms and Conditions

The Client and Gay and Keesee, Incorporated, (GKI) agree that the following Standard Terms and Conditions are incorporated into this agreement:

1. The Client binds himself, his partners, successors, executors, administrators, and assigns to GKI by this agreement in respect to all terms and conditions of this agreement.
2. In the event that the plans, specifications, and/or field work covered by this contract are reviewed and subject to approval by various governmental agencies; and, in the event that, due to change of policy and/or unwritten policies and/or design changes requested by said governmental agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by Client as extra work.
3. The Client shall reimburse GKI for all expenses not outlined within the proposal, plus fifteen percent (15%). Such expenses include, but are not limited to, subdivision fees, assessment fees, fees for governmental checking and inspection, permits, blueprints and reproduction, travel expenses, shipping/courier expenses, subcontractor services, and all other charges not specifically covered by the scope of this agreement.
4. All original drawings, original survey notes, digital files, and other original documents as instruments of service are, and shall remain, the property of GKI.
5. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid by the Client.
6. Fees and all other charges will be billed monthly as the work progress, and the net amount shall be due within thirty (30) days of invoice date.
7. All late payment FINANCE CHARGE will be computed at the periodic rate of 1 ½% per month, which is an ANNUAL PERCENTAGE RATE of 18% and will be applied to any unpaid balance commencing thirty (30) days after the date of the original invoice. Client agrees to pay such finance charges.
8. In the event all or any portion of the work prepared or partially prepared by GKI is suspended, abandoned, or terminated the Client shall pay GKI for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.
9. All claims, disputes, or controversies arising out of, or in relation to the interpretation, application, or enforcement of this agreement shall be decided through arbitration, as adopted and described by the then most current rules of the American Arbitration Association. The parties further agree that client will require, as a condition for participation in the project and their agreement to perform labor or services, that all Contractors, Subcontractors, Subsubcontractors and Material men, whose portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties, shall agree to this procedure.
10. In the event that client institutes a claim, dispute, or controversies against GKI because of an alleged failure to perform, error, omission or negligence, and if such action is not successfully prosecuted, or if it is dismissed, or its verdict is rendered in favor of GKI, Client agrees to pay GKI any and all costs of defense, including attorney's fees, expert witnesses' fees, and any and all other expenses of defense which may be needed, immediately following the case or immediately upon verdict being rendered in behalf of GKI. If resulting finding is in favor of the client, GKI's liability shall in no case exceed the compensation paid or payable to GKI under this contract.
11. GKI's liability, hereunder, shall be limited to amounts due to GKI for services actually rendered, or reimbursable expenses actually incurred. In case of termination, GKI will not be liable for lost profits or other direct or indirect damages.
12. In the event Client fails to pay within thirty (30) days after invoices are rendered, then Client agrees that GKI shall have the right to consider said default a total breach of the agreement and the duties of GKI under this agreement terminated. Also, in such event, Client agrees to indemnify and hold harmless GKI from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, arising out of or resulting from the work stoppage. Additionally, GKI has the right to withhold from the Client any work prepared under this contract until all delinquent invoices are paid in full.
13. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
14. Services provided within this agreement are for the exclusive use of the Client. Nothing in this agreement shall create a contractual relationship for the benefit of any third party.
15. The attached proposal is valid for 45 days from the date of the proposal. Should GKI choose to cancel the proposal, it is GKI's right to do so prior to the expiration date. The proposal signed by GKI and the Client in conjunction with the attachments will serve as the entire agreement between the parties. If verbal authorization to begin work is given to GKI, then all conditions and terms of the proposal are constructed as acceptable to the Client whether or not the contract is signed and returned by the Client to GKI.