

Georgia Department of Natural Resources

205 Butler Street, SE, East Floyd Tower, Atlanta, Georgia 30334

Lonice C. Barrett, Commissioner
Harold F. Reheis, Director
Environmental Protection Division

March 1, 1999

FILE COPY

Mr. Gordon M. Matheson, P.E.
Schnabel Engineering
10215 Fernwood Road, Suite 250
Bethesda, Maryland 20817

SUBJECT: Lake Petit Dam
Pickens County

Dear Mr. Matheson:

The Georgia Safe Dams Program of the Environmental Protection Division would like to have you review the engineering report submitted by GeoSyntec Consultants for Lake Petit Dam in Pickens County. We would like you to review the data gathered, observations, and conclusions to see if they make sense and are appropriate.

The terms described in the attached proposal dated December 14, 1998 are acceptable to the Division. The maximum total billing can not exceed \$2200.00 without written authorization from our office. Monthly invoices will be promptly processed by our office for payment without any retainage. You are authorized to proceed with the review.

If there are any questions, please contact me at 404/362-2678.

Sincerely,

Francis E. Fiegle II

Francis E. Fiegle II, P. E.
Program Manager
Safe Dams Program

FEF:kf

enclosure

SHORT FORM AGREEMENT SERVICES:

Client: Georgia Department of Natural Resources
Safe Dams Program
4244 International Drive
Suite 110
Atlanta, Georgia 30354
Attention: Mr. Thomas Woolsey

Date: December 14, 1998

Project: Dam Slope Stability Review, Lake Petit Dam, Pickens County, Georgia

Scope of Services:

Our services under this agreement will include the following:

1. Review of available information on the design and geotechnical properties of the dam materials.
2. Review consultant reports on the dam slope stability.
3. Critically evaluate the conclusions of the consultant reports presented including the appropriateness of the shear strengths selected, use of seismic design criteria and methods to complete slope stability analysis.
4. If needed, re-analyze a typical section of the dam to compare with the results presented by others.
5. Submit a letter report that summarizes our findings, and presents our conclusions and recommendations.

This evaluation does not include completion of a seepage analysis study, SHAKE analysis, selection of earthquake time histories, deformation analysis, detailed dynamic analysis, cost and quantity estimates, review of design and contract documents, or professional services not specifically noted are not included in this contract. Additional services can be provided subject to an agreed revision to the scope of services and estimated fee.

Fee Schedule/Billing:

Services will be provided on a time and expense basis in accordance with the attached Contract Terms and Conditions and Schedule of Personnel Fees. Services will be billed for the actual hours expended times the applicable hourly rate for the various categories of personnel. A fee of 10 percent of engineering labor charges will be included to cover office typing, in-house reproduction, and computer usage and contract administrative services. Items or services obtained on your behalf will be billed at cost plus 15 percent. The total fee for these services is estimated to be \$ 2,000. We will notify you if our estimated fee will be exceeded by more than 10 percent. Invoices will be submitted monthly. Invoices are due within 30 days after receipt with out retainage.

Please sign and return one copy of this proposal to our office to form the basis of our agreement. Please feel free to call us if you have any questions or if we can be of any further assistance.

SCHNABEL ENGINEERING ASSOCIATES, INC.

(The Engineer)
Gordon M. Matheson, P.E. ACCEPTED:
Signature:
Title: Executive Vice President
Date: 12/14/98 Date:

(The Client)
Georgia Department of Natural Resources
Francis E. Frye
Program Manager
GA Safe Dams Program
3/1/99

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Attachments:

- (1) Standard Contract Terms and Conditions for Short Form Agreements
- (2) Schedule of Personnel Fees

STANDARD CONTRACT TERMS AND CONDITIONS
SHORT FORM AGREEMENT

1. **STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES**
The Engineer will strive to perform services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
2. **RIGHT OF ENTRY**
The Client will provide right of entry for the Engineer and necessary permits and permissions to complete our services.
3. **INSURANCE**
The Engineer and its agents, employees and consultants employed by it, are protected by worker's compensation insurances, and Engineer has such coverage under public liability and property damage insurance policies to protect itself from claims arising from services performed under this Agreement. Certificates in evidence of policies of insurance may be provided upon request. The Engineer shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance.
4. **PAYMENTS**
Payments of invoices are due within thirty (30) days from receipt and approval of same by Environmental Protection Division.
5. **DISPUTES**
All claims, disputes, and other matters in controversy between Engineer and Client arising out of or in any way related to this Agreement will be submitted to non-binding mediation before and as a condition precedent to other remedies provided by law. The cost for mediation which will include the mediator's fees, reproduction of documents, room rentals, and miscellaneous out-of-pocket expenses related to mediation will be borne equally by each party to this Agreement.
6. **LIMITATION OF LIABILITY**
The total cumulative liability of Engineer, its shareholders, directors, officers, employees and agents, to Client arising from Services performed or to be performed by Engineer whether in contract, indemnity, contribution, tort, or otherwise, shall not exceed the total compensation received by Engineer under this Agreement or ten thousand dollars (\$10,000) whichever is greater. Engineer shall have no liability to Client for any special, consequential, incidental or penal losses or damages.
7. **CHOICE OF LAW**
This contract will be construed in accordance with the laws of the State of Georgia.
8. **CONSTRUCTION SITE SAFETY**
In the event the Engineer's services include construction monitoring, the Engineer will not be responsible for working conditions on the job site, including safety of persons and property during the performance of the work, except for our personnel. Any construction monitoring conducted by our personnel is not intended to include review of the adequacy of the safety measures adopted for the construction site. Furthermore the Engineer will not be responsible for any failure by others to observe or comply with the Occupational Health and Safety Act of 1970, any regulations or standards promulgated thereunder, any state, county, or municipal law or regulation of similar input or intent.
9. **WARRANTY OF AUTHORITY TO SIGN**
The person signing this contract warrants he has authority to sign as, or on behalf of, Client for whom or for whose benefit the Engineer's services are rendered. If such person does not have such authority, it is agreed that said person will be personally responsible for this contract, and this Agreement will constitute an agreement between the signer and the Engineer.

| SCHEDULE OF PERSONNEL FEES | |
|--|--------------------|
| Effective November 1, 1997 | |
| DESCRIPTION | HOURLY RATE |
| Senior Consultant | \$150.00 |
| Principal | 135.00 |
| Senior Associate | 115.00 |
| Associate | 105.00 |
| Senior Engineer; Senior Scientist | 95.00 |
| Project Engineer; Project Scientist | 80.00 |
| Senior Staff Engineer; Senior Staff Scientist; Senior Staff Technologist | 60.00 |
| Staff Engineer; Staff Scientist; Staff Technologist | 50.00 |
| Senior Technician; Structural Steel Inspector | 45.00 |
| Technician II | 35.00 |
| Technician I | 28.00 |
| Drafter/CAD Operator | 45.00 |
| Clerical | 40.00 |

NOTES:

1. Time for work on Saturday, Sunday, National Holidays, time in excess of 8 hours per day, and time between the hours of 7:00 P.M. and 7:00 A.M. will be charged at 1.5 times the listed hourly rates for field staff. A minimum of 4 hours for engineering technicians and engineers shall apply for construction inspection services.
2. Engineering fees will be based upon the actual hours charged for personnel times the listed hourly rate, including travel time to and from the originating office.
3. Travel mileage to the site for personnel will be billed at \$25.00 per trip. Travel by air or rail, lodging and meal expenses for engineering personnel in the field will be billed at cost plus a 15 percent handling fee.
4. Expenses for services obtained on a client's behalf will be billed at cost plus a 15 percent handling fee.
5. A fee of \$35.00/day will apply for the use of nuclear density testing equipment and \$100.00/day for Photoionization Detector (PID) equipment.
6. Concrete cylinder compression testing will be billed at \$8.50 per cylinder molded.