



March 5, 2021

Mr. Shannon Baldwin  
Town Manager  
Town of Lake Lure  
2948 Memorial Highway  
Lake Lure, NC 28746

**Subject: 18P21021.05, Work Order No. 8, Professional Dam Engineering Services for the Conceptual Design of a Replacement Dam, Lake Lure, North Carolina**

Dear Mr. Baldwin:

**SCHNABEL ENGINEERING SOUTH, P.C.** (Schnabel) is pleased to submit this work order proposal for professional dam engineering services associated with conceptual design of a replacement dam for the Town of Lake Lure (Town).

## **BACKGROUND**

On February 9, 2021, the Town adopted a policy for proceeding towards construction of a replacement dam. During the same meeting, the Town adopted a timeline to construct the replacement dam within about 10 years. This timeline was submitted to NCDEQ Dam Safety on February 19, 2021, for review and approval.

On February 26, 2021, the Town was informed that FEMA has some additional grant funding available for FY 2021 through their Rehabilitation of High Hazard Potential Dams (HHPD) program. As a result, the Town requested that Schnabel provide a scope of work for initial tasks required for the replacement dam design. The selected scope of work, which is presented herein, includes conceptual design of a replacement dam.

## **SCOPE OF SERVICES**

As indicated above, the objectives of our services proposed under this work order are to prepare a conceptual design for the replacement dam to assist in future investigation and design planning and to provide a construction cost opinion to support funding requests. We have assumed that the replacement dam will consist of a roller compacted concrete (RCC) gravity dam constructed immediately downstream of the existing dam and designed to meet NCDEQ Dam Safety and FERC dam safety requirements. We understand the replacement dam will not include hydroelectric facilities at this time, but the Town may want to consider adding hydroelectric facilities to the dam in the future.

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Services for this project will be performed under the supervision of a Professional Engineer(s) licensed in the State of North Carolina. The scope of services for this phase of the project is described in detail in the following paragraphs.

We will perform preliminary hydrologic and hydraulic (H&H) analyses to determine the type(s) and size of the spillways systems required to safely pass the required design storm by NCDEQ Dam Safety. The need for energy dissipation measures at the base of the dam will also be evaluated. The hydrologic model developed during the existing conditions assessment phase will be used as the basis for these evaluations and will be updated accordingly.

We will perform global stability analyses to develop an RCC dam geometry that meets NCDEQ Dam Safety criteria, as well as FERC criteria, for overturning and sliding stability. Global stability will be evaluated through 2D sectional analysis using a proprietary spreadsheet. Up to three cross sections of the dam will be analyzed, including a spillway overflow section, a gated spillway section (if selected), and a non-overflow section. The RCC dam will need to be founded on competent bedrock. No subsurface investigations will be performed as a part of this conceptual design, and there is very limited geologic information available within the likely footprint of the replacement dam. As such, we will make assumptions regarding the bedrock profile, quality, and characteristics to support the stability analyses and the conceptual design layout discussed herein. These assumptions will be refined during subsequent design phases based on the results of future subsurface investigations and laboratory testing.

We will develop figures of the dam replacement concept, including a plan, profile, and up to four cross sections. We will utilize the 2019 topographic survey as the baseline existing conditions for development of these figures. These figures will be prepared using AutoCAD Civil 3D.

We will provide a sequence of construction to include a concept for passing storm flows through the construction area. We assume that the existing dam will be maintained during construction to serve as a cofferdam. We also assume that the reservoir will be lowered during portions of construction to facilitate construction of the new dam and decommissioning of the existing dam, with the intent of lowering the reservoir as little as possible. Our concept will provide conceptual decommissioning of the existing dam, but specific details for decommissioning the existing powerhouse will not be provided in this concept phase.

We will develop an engineer's opinion of probable construction cost (EOPCC) for the dam replacement concept. The cost opinion will be a "Class 4" estimate, according to the categories of cost estimates defined by the Association for the Advancement of Cost Engineering (AACE) International. The accuracy range for a Class 4 estimate can be expected to vary from up to 30% below to up to 50% above actual costs. An appropriate level of contingency for this estimate class, likely 20% to 30%, will be applied to the costs developed for this study.

We will also develop an estimated construction schedule for the dam replacement concept. We will also meet with an environmental consultant to discuss USACE and NCDEQ permitting requirements and expected timeframes for such required permits. We will solicit the Town's input as well as that of NCDEQ Dam Safety when formulating the schedules.

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We will prepare a Conceptual Design Report presenting the results of our preliminary engineering analyses and describing the proposed dam replacement concept. The Conceptual Design Report will include a discussion on key design, permitting, and construction considerations, as well as the figures, construction cost opinion, and construction schedule estimate described above. The Conceptual Design Report and attachments will be provided to the Town in PDF format for review. Review comments provided by the Town will be addressed and a final version of the Conceptual Design Report and attachments will be provided to the Town and NCDEQ Dam Safety in PDF format. Up to four hard copies will also be provided upon request.

The scope of this work order proposal includes up to two video conference calls with the Town and/or NCDEQ Dam Safety to discuss the dam replacement concept.

**EXCLUSIONS**

Services not specifically identified above are not included in the scope of services under this agreement. The following services are specifically not included in our proposed scope:

- Field investigations
- Conceptual design of hydroelectric facilities
- Detailed dam design
- Environmental permitting
- Funding acquisition support
- Attendance at meetings, other than the two video conference calls described above

**PROJECT FEES**

The lump sum fee for these services is **\$58,568**. A detailed breakdown of this fee is included as Attachment 1. The fee for work requested beyond the scope of services included herein will be based on our current unit prices at the time the work is authorized or a negotiated lump sum. Our current Schedule of Personnel Fees is included as Attachment 2.

**SCHEDULE**

We will provide the draft Conceptual Design Report and attachments to the Town for review within 4 months of Notice-to-Proceed (NTP).

**PAYMENTS**

Invoices will be submitted monthly as a percentage of completion of the lump sum fee. Payment terms will be in accordance with the Professional Services Agreement between Schnabel and the Town (Attachment 3).

**GENERAL**

The Terms and Conditions of the Professional Services Agreement between Schnabel and the Town will apply to the services proposed herein. Your acceptance of this work order proposal by signing and returning one copy of this letter will form our agreement for these services. You may transmit your

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acceptance of this proposal electronically with the understanding that the signature on the electronic document will be considered an original signature. This work order proposal is valid for 90 days from the date shown.

We appreciate the opportunity to submit our proposal for these services and look forward to continuing to work with the Town on this project. Please contact us if you have any questions regarding this proposal.

Sincerely,

**SCHNABEL ENGINEERING SOUTH, P.C.**



Jonathan M. Pittman, PE  
Project Manager / Senior Vice President

JMP:LSF:CMJ:MEL

**Attachments:**

- (1) Detailed Fee Breakdown (1 sheet)
- (2) Schedule of Personnel Fees (1 sheet)
- (3) Professional Services Agreement and Terms and Conditions (5 sheets)

**This work order proposal is:**

**ACCEPTED BY:** \_\_\_\_\_ **TOWN OF LAKE LURE, NC**

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Lake Lure Dam - Conceptual Design for Dam Replacement

ITEM	PRINCIPAL (11)	SR. ASSOC. ENG. (21)	ASSOC. ENG. (31)	SENIOR ENG. (41)	SENIOR SCI. (43)	PROJECT ENG. (51)	CADD III (87)	CLERICAL / ADMIN (95)	TOTAL SE PERSONNEL TIME	TOTAL SE PERSONNEL COST	TOTALS
	Landis	Pittman, Ruswick	Johnson	Shearin-Feimster	Gagnon	Khodaie with Support from Others TBD	Calderon	Sherwood			
	2021 Greensboro Rates UNIT or COST as shown in column heading	\$ 283	\$ 250	\$ 218	\$ 190	\$ 190	\$ 163	\$ 126			
	HOUR	HOUR	HOUR	HOUR	HOUR	HOUR	HOUR	HOUR	HOUR		
<b>Task 01 - Conceptual Design for Replacement Dam</b>	<b>20.0</b>	<b>52.0</b>	<b>24.0</b>	<b>40.0</b>	<b>12.0</b>	<b>80.0</b>	<b>92.0</b>	<b>2.0</b>	<b>322.00</b>	<b>\$ 58,568.00</b>	<b>\$ 58,568.00</b>
Preliminary Hydraulic Analyses		4.0		24.0					28.00	\$ 5,560.00	\$ 5,560.00
Preliminary Stability Analyses and Geologic Considerations			8.0		8.0	16.0			32.00	\$ 5,872.00	\$ 5,872.00
Conceptual Design Layout - Plan and Sections		8.0	8.0			16.0	80.0		112.00	\$ 16,432.00	\$ 16,432.00
Construction Cost and Schedule Estimates		8.0				16.0	12.0		36.00	\$ 6,120.00	\$ 6,120.00
Conceptual Design Report		8.0	8.0	16.0	4.0	32.0		2.0	70.00	\$ 12,924.00	\$ 12,924.00
									-	\$ -	\$ -
									-	\$ -	\$ -
Two Video Conference Calls with the Town and NC Dam Safety	4.0	4.0							8.00	\$ 2,132.00	\$ 2,132.00
Review and QA	16.0								16.00	\$ 4,528.00	\$ 4,528.00
Project Management		20.0							20.00	\$ 5,000.00	\$ 5,000.00
<b>QUANTITY</b>	<b>20.0</b>	<b>52.0</b>	<b>24.0</b>	<b>40.0</b>	<b>12.0</b>	<b>80.0</b>	<b>92.0</b>	<b>2.0</b>	<b>322.00</b>		
<b>TOTAL COST</b>	<b>\$ 5,660.00</b>	<b>\$13,000.00</b>	<b>\$ 5,232.00</b>	<b>\$ 7,600.00</b>	<b>\$ 2,280.00</b>	<b>\$ 13,040.00</b>	<b>\$11,592.00</b>	<b>\$ 164.00</b>		<b>\$ 58,568.00</b>	<b>\$ 58,568.00</b>



**SCHEDULE OF PERSONNEL FEES – GREENSBORO, NORTH CAROLINA**  
**Effective until December 31, 2021**

Senior Consultant	\$299.00/hr
Principal	283.00/hr
Senior Associate	250.00/hr
Associate	218.00/hr
Senior Engineer/Scientist	190.00/hr
Project Engineer/Scientist	163.00/hr
Senior Staff Engineer/Scientist	139.00/hr
Staff Engineer/Scientist/Technologist	122.00/hr
Senior Technician II (see note 3)	115.00/hr
Senior Technician I (see note 3)	96.00/hr
Technician III (see note 3)	85.00/hr
Technician II (see note 3)	71.00/hr
Technician I (see note 3)	60.00/hr
CADD III	126.00/hr
CADD II	118.00/hr
CADD I	97.00/hr
Clerical/Admin	82.00/hr

**NOTES:**

1. Personnel fees will be based upon the actual hours charged times the appropriate hourly rate.
2. Travel by auto to and from jobs will be charged at the current IRS prevailing rate, plus a markup of 10% to cover handling, insurance and overhead. Travel by air or rail, lodging and meal expense for personnel in the field will be billed at cost plus a 10% markup.
3. Overtime for Technicians is time for work on Saturday, Sunday and 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. A surcharge of \$25/hr is added to the above rate for overtime.
4. Subcontractors and other non-labor project expenses are marked up 10% to cover the cost of handling, insurance and overhead.

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), dated as of September 12, 2018 (the "Effective Date"), is by and between the **Town of Lake Lure** (hereinafter "Client"), with an office at 2948 Memorial Highway, Lake Lure, NC 28746 and **Schnabel Engineering South, P.C.** (hereinafter "Consultant") with an office at 11-A Oak Branch Drive, Greensboro, NC 27408 (hereinafter collectively "Parties").

This Agreement is specific to services ("Services") required to rehabilitate and/or upgrade Lake Lure Dam, its hydro-electric generating facility, and appurtenances to meet NCDEQ Dam Safety requirements and extend the service life of the facility ("Project"). Services may include review of existing documents, investigation of the existing condition of the structure, analysis of existing and proposed conditions, design of repairs or modifications, bidding support, construction administration and oversight, and related services. The work will be performed in phases, and the Scope of Work, fees and method of compensation, schedule, and deliverables of service will be presented in individual Task Order Proposals for each phase. Services provided under this Agreement will be performed under the supervision of a Professional Engineer licensed in the State of North Carolina.

In consideration of the mutual agreements herein expressed, the Parties contract, covenant, and agree as follows:

### 1. SCOPE OF SERVICES/COMPENSATION.

1.1 Consultant shall perform the Services set forth in individual Task Orders, which shall be governed by this Agreement. Each executed Task Order shall include the Scope of Work, fee compensation amounts and method of billing, the schedule of performance, and descriptions of the deliverables of Services..

1.2 Client shall pay Consultant for Services rendered under this Agreement on the basis set forth in each executed Task Order.

**2. TERM OF AGREEMENT.** Upon execution by the Parties, this Agreement shall have the Effective Date as set forth above and shall remain in force until all obligations related to the Services have been fulfilled, unless sooner terminated as provided herein.

### 3. ENTIRE AGREEMENT.

3.1 The Agreement between Consultant and Client consists of this Agreement, executed Task Orders, and any exhibits or attachments attached or incorporated herein. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Consultant pursuant to this Agreement are described in each executed Task Order and include the Scope of Work. Both Client and Consultant must mutually acknowledge any changes to this Agreement in writing. All work performed by Consultant on or relating to the Project is subject to the terms and limitations of this Agreement.

3.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 15, "Dispute Resolution."

### 4. STANDARD OF CARE, DISCLAIMER OF WARRANTIES.

4.1 Consultant shall perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.

### 5. SITE ACCESS, SITE CONDITIONS, SAMPLES.

5.1 Client will provide rights of entry and access for Consultant to perform its Services.

5.2 Consultant will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Consultant of known or

suspected underground features in the area of the work, and Consultant will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.

5.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.

## **6. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE.**

6.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Consultant and Consultant's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of Service. Consultant retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Consultant will provide signed and sealed versions of the final deliverables to the Client in both hard copy and electronic format. Client may make and retain copies of them for information and reference in connection with permitting, financing, bidding and construction of renovations and facility improvements relating to the Lake Lure Dam, Hydro-electric Plant and appurtenances as addressed by this Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.

6.2 At Client's request, Client may negotiate with Consultant to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Consultant, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Consultant, and b) Client will defend, indemnify and hold harmless Consultant from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Consultant may retain copies of all documents for its files.

6.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E- Data") are provided only as an accommodation by Consultant for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Consultant from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Consultant.

## **7. THIRD PARTY RELIANCE UPON DOCUMENTS.**

7.1 Consultant's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Consultant's Documents, without first obtaining Consultant's prior written consent.

7.2 No third party may rely upon Consultant's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Consultant has agreed to such reliance in advance and in writing.

## **8. ASSIGNMENT, SUBCONTRACTING.**

8.1 Neither Client nor Consultant may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.

8.2 Notwithstanding Section 8.1, Consultant may subcontract subsurface exploration, testing, and other supplemental services without notification or consent of Client.

## **9. TERMINATION, SUSPENSION.**

9.1 Termination for Convenience. The Client may terminate this Agreement for its convenience upon twenty-one (21) days written notice to Consultant. In the event of termination for convenience, Consultant shall be compensated for all services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously compensated. Consultant shall not be reimbursed for anticipatory profits.

9.2 Termination for Cause. The Client may terminate this Agreement upon fourteen (14) days written notice may terminate this Agreement if Consultant fails to substantially perform through no fault of Client and does not commence correction of such performance within five (5) days of written notice and



diligently complete the correction thereafter. In the event of termination for fault, Consultant shall be compensated for all services satisfactorily performed and costs incurred up to effective date of termination for which Consultant has not been previously compensated. All costs and charges incurred by Client to complete the Services beyond the total compensation available under this Agreement when terminated shall be deducted from any compensation due or which may become due to Consultant, and to the extent such deduction is insufficient to cover such costs and charges to Client, Consultant shall be and remain liable to pay Client the amount of such excess.

9.3 Client's Failure to Pay. In the event of any failure of payment by Client when due, Consultant shall have the right to suspend work on the Project and may retain any and all work products whether prepared by Consultant or submitted to Consultant by others, until payment has been brought current. In such event, Consultant shall have no liability for any damages or losses that may result from any delay associated the suspension of work or for the withholding of work products. If Client's failure to pay continues for more than sixty (60) days, Consultant may terminate this Agreement effective upon written notice to Client.

#### **10. ALLOCATION OF RISK.**

10.1 Consultant's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Consultant under this Agreement or \$3,000,000, whichever is greater.

10.2 Client and Consultant agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.

10.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.

#### **11. INSURANCE.**

11.1 Consultant shall procure and maintain for the duration of the Project and three years following, with insurance carriers reasonably acceptable to the Client, the following insurance coverage:

- (a) Commercial General Liability on an occurrence form, including coverage for premises and completed operations/products, Contractual Liability, General Aggregate per Project, "xcu" coverages
  - \$1,000,000 each occurrence
  - \$ 10,000 Medical Expenses
  - \$1,000,000 Personal and Advertising Injury
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
- (b) Automobile Liability - Including coverage for Owned, Hired, and Non-Owned Autos
  - \$1,000,000 Combined Single Limit
- (c) Workers Compensation and Employer's Liability
  - Statutory Limits for Workers Compensation
  - \$500,000 each accident
  - \$500,000 each occurrence by disease
  - \$500,000 by disease - policy limit
- (d) Umbrella Liability – applying over all above-referenced policies
  - \$10,000,000 each occurrence
- (e) Professional Liability
  - \$3,000,000 each claim
  - \$3,000,000 annual aggregate

11.2 Additional Insured. Except for Workers Compensation and Professional Liability, policies shall include Client as Additional Insured on a primary and noncontributory basis, to include ongoing and completed operations.

## **12. INDEMNIFICATION.**

12.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement and to the extent allowable by law, Consultant agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Consultant's negligent performance of its Services under this Agreement.

12.2 Indemnification of Consultant. Subject to the provisions and limitations of this Agreement and to the extent allowable by law, Client agrees to defend, indemnify and hold harmless Consultant from and against any and all claims by third parties related to services provided by Consultant under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Consultant's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Consultant from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

## **13. INVOICES, PAYMENTS.**

13.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one percent (1%) per month or fraction thereof on past due payments under this Agreement.

13.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Consultant will be reimbursed by Client for all costs of such lien or suit and reasonable Attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Consultant.

**14. NOTICE.** All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery at the following addresses:

**Client:** Town of Lake Lure  
2948 Memorial Highway  
Lake Lure, NC 28746

**Consultant:** Schnabel Engineering South, P.C.  
11-A Oak Branch Drive  
Greensboro, NC 27407

or to that address which the receiving Party may from time to time give notice to the other Party in writing. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept or inability to deliver.

## **15. DISPUTE RESOLUTION.**

15.1 Claims, disputes, and other matters in controversy between Consultant and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.

15.2 The law of the State of North Carolina will govern the validity of these terms, their interpretation and performance. Client and Consultant agree that venue for any litigation will be in the courts of the State of North Carolina, and Consultant and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.

**16. FORCE MAJEURE.**

16.1 Any delay in or failure of performance of, either party to this Agreement shall not constitute a default, if and to the extent such delay or failure is caused by occurrences beyond the reasonable control of the party affected, including but not limited to, acts of God or the public enemy, acts of war, public disorder, insurrection, rebellion, sabotage, flood, riot, or any causes a party is unable, with reasonable diligence, to prevent; provided, however, that a party who is prevented from performing for any reason shall immediately notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay.

**17. SEVERABILITY.**

17.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

**IN WITNESS WHEREOF**, the parties, by their duly authorized representatives, have hereunto executed this Agreement, on the day and year first above written.

**CONSULTANT:**

**Schnabel Engineering South, PC**

By: 

Name: Jonathan Pittman  
(print)

Title: Senior Vice President

Date: September 15, 2018

**CLIENT:**

**Town of Lake Lure**

By: 

Name: Kevin J. Conkey  
(print)

Title: Mayor

Date: September 15, 2018

**Exhibits:**

None  
Rev 2018-08