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December 12, 2008

Larry Oshier
Indian Lake Dam Association
75 Ridgemont Road
Oxford, MI 48370

RE: Indian Lake Dam Structural Investigation
Oakland County, Michigan
Letter Agreement for Professional Services

Dear Larry:

We have prepared an outline of professional services related to the structural investigation of the Indian Lake Dam. During the dam inspection pursuant to the requirements of Part 315, Dam Safety Natural Resources and Environmental Protection Act, Act 415 of 1994, several deficiencies were observed. These deficiencies raised concern about the structural integrity of a portion of the dam. Hence, we are proposing a structural investigation to determine the significance of the identified deficiencies.

The following is an outline of our proposed services:

Structural Investigation:

1. Contact the MDEQ Dam Safety Unit to obtain construction records, if available.
2. Perform detailed concrete condition assessment.
 - a. Field test strength of existing concrete.
 - b. Test soundness of concrete and define units of spalled concrete and locations of future imminent spalls.
3. Determine steel reinforcing in concrete using penetrating radar. This will be completed by Non-Destructive Testing Group.
4. Perform structural evaluation based on available information. The evaluation will be used to design reconstruction areas and add structural reinforcing where deficient.
5. Prepare rough sketches of proposed rehabilitation alternatives. We have assumed analysis of two alternatives for this proposal with varying design lives.
6. Provide preliminary estimates of cost to perform the rehabilitation recommendation.
7. Summarize findings in a brief letter report.

Principals: Donald R. Scherzer, Dale K. Deibel, P.E., James J. Cook, Robert R. Eggers, AICP, Ronald B. Hansen, P.E., P.S., Mark A. Latsch, P.E., Shawn P. Middleton, P.E., Larry J. Protasiewicz, P.E., Jeffrey E. Wood, P.S., Wayne A. Zolnierrek, P.E.,
Senior Associates: Marshall A. Bilodeau, Cindy M. Frazier, CPA, Darrick W. Huff, P.E., Jean M. Inman, P.E., Timothy A. Inman, P.E., P.S., John E. Olson, P.E., *Associates:* Eric S. Barden, P.S., Russell A. Beaubien, P.E., Peter N. Chapman, P.E., Michael W. Colpetzer, P.E., Roger P. Mahoney, P.S., Charles W. McDonald, Rodney A. Velez, Cory L. Wale, P.E.

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8. Meet with you and the Indian Lake Dam Association to review the findings of the investigation and the recommendations. Based on feedback from the Indian Lake Property Owners Association, we will move forward as directed.

Sub-Consultants

Non-Destructive Testing Group

Services Not Included

If the Indian Lake Property Owners Association would like to move forward with the recommended repairs from the structural investigation, the following steps would have to occur. The steps outlined below are not included in the work scope or cost for this proposal:

1. Survey of the dam.
2. Michigan Department of Environmental Quality (MDEQ) Permits.
3. Final design of recommended alternative.
4. Preparation of plans, bidding documents and specifications.
5. Construction administration, survey staking and testing.

Additional Services

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

Fee Schedule

Our fees will be based on our standard hourly rates method of payment. Our estimate for completion of this project is \$15,500. The invoices will be based on the actual hours spent on the project.

If the scope changes or our understanding was incorrect, we will discuss with you the option of adjusting the amount of the fee or adjusting the scope of services.

Attached to this letter is a copy of our general conditions for our services that are part of this agreement. Any changes to this agreement must be agreed to by both of us in writing. If this proposal meets with your approval, please acknowledge the approval with an authorized signature below and return the enclosed copy to us. Upon receipt, we will start the project promptly.

We deeply appreciate your confidence in Spicer Group, and we look forward to working with you and for you on your project.