

Creek

VIA EMAIL: [waynesalhany@cythink.com](mailto:waynesalhany@cythink.com)

September 18, 2008

Sept. 2008

Ms. Ginny Swancy  
Ashborough Village Homeowners Association  
1810 Ashborough Village  
Marietta, Georgia 30067

C/O Mr. Wayne Salhany

RE: Rottenwood Creek Slope Stabilization  
Ashborough Village  
Land Lot 654 – 17<sup>th</sup> District – 2<sup>nd</sup> Section – Cobb County

Dear Ms. Swancy:

Thank you for the opportunity to provide the Ashborough Village Homeowners Association with a proposal for the surveying and engineering services you will need to obtain permits to stabilize the eroding slope of Rottenwood Creek as referenced above.

After walking the site with Wayne Salhany, Frank Gipson of Cobb County Erosion Control, John Hart, Head of Cobb County Inspection Division, and Jody Dodson of the Inspection Department, there were three areas of major concern that need slope stabilization to protect your property. In order to develop a plan and receive a permit to proceed with your project, the following steps and procedures should take place.

**1.0 SURVEY WORK:**

Fee \$

**9,460.00**

**1.1. As-Built & Topographic Survey** – An as-built survey of approximately 500-600 feet of the area proposed for repair at Rottenwood Creek will be prepared. It is more specifically described as approximately 300 feet behind Building 1811 and approximately 300 feet behind Building 1189. The slope stabilization requires us to gather on-ground topographic data as well as a good existing-condition survey of the trees and vegetation of these same areas of concern. To gather the field data, calculate the information and prepare the base sheet for planning is a fee of **\$5,500.00**.

**1.2. Wetland Delineation & Pre-Construction Notification** – We have consulted with Bob Kendall of Kendall & Associates, Inc. to provide wetland consulting services to assist in obtaining a wetland permit from USACE. He proposes to document the soil and vegetation conditions in the stream buffer and complete the necessary Wetland Determination Forms. This project is eligible for permitting under Nationwide Permit No. 13 administered by the U.S. Army Corps of Engineers (USACE). He will prepare the Pre-Construction Notification (PCN), including a stream mitigation analysis, and submit it to the Corps. Any follow-up communication with USACE beyond verbal discussion is outside the scope of this proposal. His scope of service is summarized below:

1.2.1. Pre-application consultation and coordination with U.S. Army Corps of Engineers

1.2.2. Evaluate and document soil, hydrology and vegetation conditions

1.2.3. Prepare Pre-Certification Notification (PCN) for Nationwide Permit No. 13 administered by the U.S. Army Corps of Engineers (USACE).

The fee for these services is **\$3960.00**.

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1.3. Postage & Delivery – Our standard delivery is provided through the US Postal Service. If delivery is requested by Fed Ex or courier, we can provide this service at a delivery fee of \$45.00 per delivery.

Please note the collection of survey data is contingent on the weather, therefore our best efforts may be compromised by conditions outside our control.

**2.0 ENGINEERING WORK:**

**\$ 12,965.00**

Once the fieldwork is completed, the engineering plans can commence. The planning will involve obtaining permits from Cobb County, the Army Corps of Engineers as well as a State EPD Buffer Variance approval. To obtain the proper permits and authorizations to work within the state and county buffers, the following procedures and planning are required.

2.1 Civil Plans –

- 2.1.1 Cover Sheet - This sheet contains general notes and owner/developer contact information. In addition, a 24-hour emergency contact name and number is shown on the front cover. This information must be provided by the client at the start of the project. Space is provided on the signature page of this proposal to supply this data.
- 2.1.2 Grading & Stabilization Plan
- 2.1.3 Three Phase Erosion, Sedimentation Control and Pollution Plan – This plan will require the submission of a Notice of Intent (NOI) and a Notice of Termination (NOT) to the State of Georgia in order to comply with the NPDES. This process is the responsibility of the client or his contractor.
- 2.1.4 Miscellaneous Standard Construction Details

The civil plans will be submitted to Cobb County for review and we will revise the plans according to their comments as it pertains to the engineering design. The design and preparation of the civil plans will take two to three weeks to submit to Cobb County. The cost of this phase is **\$ 9,500.00**

2.2 Stream Buffer Restoration Plan – We will coordinate the preparation of the Stream Buffer Restoration Plan with T.J. Schell, LLC, a locate landscape architecture firm that specializes in landscape planning. Their design services will meet the local and state requirements for stream buffer restoration and the scope of work is described below. Irrigation design is not included. The fee for this plan preparation is **\$3,465.00**.

Scope of work by T.J. Schell, LLC:

- *AutoCAD plan for stream buffer restoration - approximately 500 linear feet (200' and 300' section of Rottenwood Creek - one side of the creek);*
- *Field work to verify if specimen sized trees exists on site.*
- *Plan shall include plant schedule with identification of quantities (to meet density for disturbed acreage), plant species (common and botanical names), sizes & percentages.*
- *Deflectors and/or Filter dam locations (stone sizes to be verified by engineer)*
- *Minimum (1) meeting with representative if AJACKS or similar product is used.*
- *Plan to meet state and local requirements for streambuffer restoration*
- *Minimum (2) Coordination/meetings with engineer's/surveyor's office to finalize submittal documents and/or revise red-lined comments;*
- *Applicable notes and details;*
- *Landscape Specifications for bid purposes (does not include ESC grassing or stone)*
- *Landscape Architect seal and signature, if required by the Cobb County*

*It is our understanding that your office will furnish the survey and base plan with topographic, grading, and utility information for the referenced site. It is also our understanding that your office will be coordinating all Stream buffer Variance requirements. If a separate plan is required for submittal to the City of Marietta, additional services will apply (this is only if the Cobb County plan can not be used). Our estimate is contingent upon proceeding with an approved site layout and grading plan. Any further changes (i.e. changes in the scope of work or design changes initiated by the client) made after acceptance of this proposal may require additional services.*

*Additional work will be available at a rate of \$125.00 per hour and may be provided if confirmed in writing.*

*Please note that this is a stream buffer restoration plan only and site furnishings, hardscape, lighting and irrigation design have been excluded from this quote. Other excluded services include, but are not limited to, subsurface conditions such as soil/water as it pertains to the health of plant materials, and any and all drainage issues related to the final site plan that is implemented. Also, industry standard reimbursable expenses have been excluded from the estimated fees, including, but not limited to, prints/reproduction costs, delivery, postage and/or courier charges, data expenses, photography, requested renderings and/or models, jurisdictional approval/permitting fees, or required liability coverage in excess of that normally carried by T. J. Schell, LLC.*

2.3 HEC-RAS Flood Study – It may be necessary to verify that the work performed does not affect the FEMA flood plain. Should we need to provide the HEC-RAS flood study to certify to no rise, there is an additional fee of \$2500.00. For the purpose of this proposal, this item is for your information only and will not be included in the overall project cost.

Upon receipt of the Land Disturbance Permit, the client will receive two sets of the approved civil engineering plans. The price stated above includes all plan sets necessary for submittal to Cobb County and the Army Corps of Engineers for review, receipt of review comments, revision of the plans per their comments and one re-submittal of the plans for approval.

### 3.0 FEES:

**\$ 125.00**

There is a **\$125.00** Plan Review Fee charged by Cobb County when the engineering plans are submitted to the Planning Department. We ask that you write a separate check to this agency and give it to us to place in your file. At the appropriate time, we will give it to them to expedite the processing of your plans.

### 4.0 LICENSES

Cobb County requires several licenses when land disturbance activity is planned:

4.1 Developer Business License – The developer of the project must have an existing and current Developer License as issued by Cobb County. This is a different license than your Business License. We require a copy of the Developer License for our files so that we can provide the developer information on the engineering plans. Land Disturbance Permits will not be issued without this license in effect. The process is simple:

- 4.1.1 If client has a current Georgia business license:
- Simply fill out an application for the developer's license (available from Cobb County)
  - Provide a copy of the current business license
  - A developer's license will be issued at NO CHARGE
- 4.1.2 If client currently holds a business license outside the state:
- An application must be completed
  - A fee will be charged based on the type of business, length of business and gross receipts

4.2 Georgia Soil & Water Conservation Commission Certification, Level IA - Additionally, the developer must provide Cobb County the original or a copy of their Level IA Fundamentals Course certification card. Prior to or at the pre-construction meeting between the developer or his representative and the County site inspector, the developer or his representative shall sign and date a document to be provided by the Cobb County site inspector that insures that all workers involved with land disturbance activities on the permitted site will be properly certified by the Georgia Soil and Water Conservation Commission as a Level IA. We ask that a copy of this certification be given to our office for your file.

**5.0 CONSTRUCTION STAKING**

*Estimated Fee \$1,875.00*

With the permits received, construction staking can commence. For a project of this size, I estimate between 10-15 hours of field time is needed using a 2-man crew. A minimum trip fee of \$250.00 applies to all site visits, so it is in your best interest to schedule the visits wisely. Please call at least 2 days in advance of when you'd like the crew on-site to give us time to work you in the schedule. The estimated fee is **\$1,875.00** (\$125 x 15).

**6.0 CERTIFICATION**

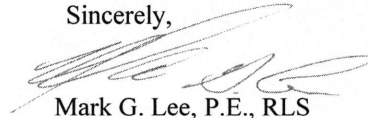
*Fee \$ 850.00*

The State of Georgia requires the design professional to make a site visit within 7 days of the start of construction to verify erosion control devices have been installed and are functioning properly. An Erosion & Sediment Control Report will document the visual inspection. It is the client's responsibility to notify our office when construction begins. The fee for this service is **\$850.00**. Failure to notify our office of the construction could result in a violation of State code.

*The estimated total project cost is \$25,275.00.* If you choose to retain our services, please sign the attached document and send your **survey deposit of \$4730.00, engineering deposit of \$6,482.50 as well as the \$125.00 Plan Review Fee.** We cannot schedule or initiate any work until our office has received such items. The balance of the survey work is due upon plan submittal. Payment of all invoices is expected promptly. A delay in payment beyond 10 days will result in a work stoppage until such time the account is in good standing.

I hope that this will provide you with the information you require. If you have any questions, please do not hesitate to call.

Sincerely,



Mark G. Lee, P.E., RLS  
President

MGL:twl

Attachment: Agreement for Professional Services  
Rate Sheet

# **Paul Lee Consulting Engineering Associates, Inc.**

## ***Planning – Engineering – Land Surveying***

### **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement between Ashborough Village Homeowners Association Inc., 1810 Ashborough Village, Marietta, Georgia 30067, Phone 770-422-8192, Fax 770-422-0691 (hereby referred to as Client) and Paul Lee Consulting Engineering Associates, Inc., a Georgia Corporation, 3982 Austell Powder Springs Road, Powder Springs, Georgia 30127, 770-435-2576 is effective upon execution of this agreement by both parties. The parties agree as follows:

**ARTICLE I – SERVICES.** Paul Lee Consulting Engineering Associates, Inc. agrees to perform for Client the professional services described in the proposal dated September 18, 2008, attached and incorporated herein. Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically described in the Proposal. As full consideration for the performance of Services, Client shall pay to Paul Lee Consulting Engineering Associates, Inc. the compensation provided for in the Proposal at the time and amount itemized for elements enumerated. All original preliminary and final design documents, including worksheets, electronic files, notes and calculations, being instruments of services, shall remain the sole property of Paul Lee Consulting Engineering Associates, Inc. The Owner/Client can be provided reproducible if requested. There shall not be any re-use or reproduction of this proposal or design documents without the written consent of Paul Lee Consulting Engineering Associates, Inc.

**ARTICLE II – BILLING PROCEDURES.** Our standard billing procedure is to schedule all fieldwork and engineering upon receipt of a 50% deposit of the quoted amount. The final 50% of the survey fee is due upon completion of the survey fieldwork. The engineering fee will be billed in two additional installments: 25% of the fee quoted will be billed at the time of plan submittal to the respective county or city, and the final 25% will be billed upon receipt of county or city approval. Once the deposit is received, a Sales Receipt will be sent to the Client with the project start date and expected completion date. If Rush Services are requested, a 75% deposit of the project fee is required to initiate services. The final 25% will be due upon completion of the services and must be paid before any drawings are released.

**ARTICLE III - PAYMENT.** Unless otherwise stated in a Work Order, payment shall be made under the Schedule of Charges in effect when the Services were performed. In the event any portion of the progress invoice is disputed, Client shall pay undisputed portions of each progress invoice within 10 days of the date of the invoice. If payment is not maintained on a thirty (30) day current basis, Paul Lee Consulting Engineering Associates, Inc. may suspend further performance until payments are current. Client shall notify Paul Lee Consulting Engineering Associates, Inc. of any disputed amount within five (5) day from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Finance charges of one and one-half percent (1½%) per month or the maximum percentage allowed by law, whichever is the lesser, will be added to any unpaid balance at the end of thirty days (APR 18%). In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

**ARTICLE IV – PROFESSIONAL RESPONSIBILITY.** Paul Lee Consulting Engineering Associates, Inc. is obligated to comply with applicable standards of professional care in the performance of the Services. Client recognizes that opinions relating to governmental, environmental and geological conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. This warranty is in lieu of all other warranties either implied or expressed. Paul Lee Consulting Engineering Associates, Inc. assumes no responsibility for interpretation made by others based upon the work or recommendations made by Paul Lee Consulting Engineering Associates, Inc.

**ARTICLE V - RESPONSIBILITY OF OTHERS.** Paul Lee Consulting Engineering Associates, Inc. shall be responsible to Client for quoted Services and the services of its subcontractors. Paul Lee Consulting Engineering Associates, Inc. shall not be responsible for the acts or omissions of other parties engaged by Client nor for their construction materials, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

**ARTICLE VI – RISK ALLOCATION.** The liability of Paul Lee Consulting Engineering Associates, Inc., its employees and agents for Client's claims of loss, injury, death, damage, or expense, including, without limitation, Client's

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claims of contribution and indemnification, express or implied, with respect to third party claims relating to services rendered or obligations imposed under this Agreement, shall not exceed the total sum of the quoted Proposal amount. In the unlikely event that Client or its agents should have a dispute with Paul Lee Consulting Engineering Associates, Inc., Client agrees that the dispute shall be settled by arbitration through the Better Business Bureau of Metropolitan Atlanta.

**ARTICLE VII – CONSEQUENTIAL DAMAGES.** Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

**ARTICLE VIII – CLIENT RESPONSIBILITY.** Client shall: (1) provide Paul Lee Consulting Engineering Associates, Inc., in writing, all information relating to Client's requirements for the project; (2) correctly identify to Paul Lee Consulting Engineering Associates, Inc., the location of subsurface structures, such as pipes, tanks, cables and utilities; (3) notify Paul Lee Consulting Engineering Associates, Inc. of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give Paul Lee Consulting Engineering Associates Inc. prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions. In the event that Paul Lee Consulting Engineering Associates, Inc. is requested by Client or is required by subpoena to produce documents or give testimony in any action or proceeding to which Client is a party and Paul Lee Consulting Engineering Associates is not a party, Client shall pay Paul Lee Consulting Engineering Associates, Inc. for any time and expenses required in connection therewith, including a reasonable attorney's fees.

**ARTICLE IX – NO THIRD PARTY RIGHTS.** This Agreement shall not create any rights or benefits to parties other than Client and Paul Lee Consulting Engineering Associates, Inc. No third party shall have the right to rely on Paul Lee Consulting Engineering Associates, Inc. opinions rendered in connection with the Services without Paul Lee Consulting Engineering Associates, Inc.'s written consent and the third party's agreement to be bound to the same conditions and limitations as Client.

**ARTICLE X – ADDITIONAL SERVICES.** In the event additional services beyond the scope of work listed in the proposal are required by the Client or governmental agency, we will provide written notification to Client of the requested services. Fees for additional services will be charged at the current hourly rate for work actually performed or a specified amount agreed to by both parties. Payment of additional services is expected when service is completed. A deposit may be required by Paul Lee Consulting Engineering Associates, Inc. to initiate additional services if deemed necessary by Paul Lee Consulting Engineering Associates, Inc.

**ARTICLE XI – TERMINATION OF SERVICES.** This agreement may be terminated by either party by ten (10) days written notice. Outstanding fees for any services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.


**ARTICLE XII - SCOPE OF WORK.** This quote is limited to one month from the date of this letter and **DOES NOT** include the following:

- 1) Courier Fees
- 2) Off-site utility design beyond what is specified above
- 3) Development, plan review recording or permit fees other than noted
- 4) Architectural building drawings
- 5) Comprehensive monitoring
- 6) Inspection of best management practice erosion devices
- 7) Soil studies other than specified
- 8) Flood studies unless required as noted
- 9) Submittal to Army Corps of Engineers for pipe crossing or wetlands encroachment
- 10) Structural retaining wall(s) or underground vault design
- 11) Phone consultation after plans are approved
- 12) Bid sets for contractors prior to approval
- 13) Printing of plan sheets/sets other than noted
- 14) Electronic files (.dwg, .pdf, or .tiff)
- 15) Easement plats if required

- 16) Submittal of Notice of Intent (NOI) to State EPD if required
- 17) Georgia DOT Entrance Driveway Plan or permitting
- 18) Any other survey/engineering item other than noted

**THE PARTIES ACKNOWLEDGE** that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly.

**CLIENT: Ashborough Condominium Assoc., Inc. Paul Lee Consulting Engineering Assoc., Inc.**

Signature	 Signature
Printed or Typed Name/Title	Mark G. Lee, P.E., RLS, President Printed or Typed Name/Title
Date of Signature	09/18/08 Date of Signature

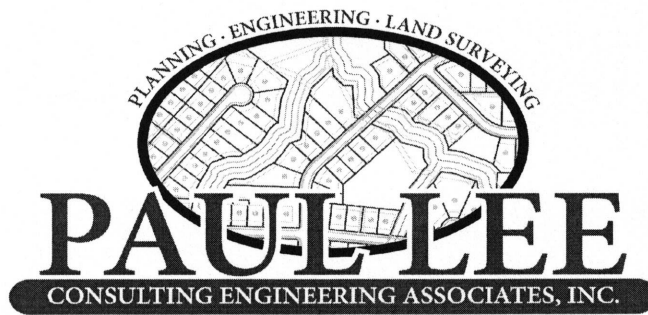
**REMINDERS:**

❖ Provide Owner Information: Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Phone # \_\_\_\_\_

❖ Provide 24 Emergency Contact: Name \_\_\_\_\_  
 Phone #: \_\_\_\_\_

❖ Provide a copy of your Developer's License

Deposit: Check # _____	*Job Number: _____
Check Amount: \$ 4730.00 – Survey Deposit	*Project Start Date: _____
\$ 6482.50 – Engineering Deposit	
\$ 125.00 – payable to Cobb County for Plan Review Fee	
*To be determined by Paul Lee Consulting Engineering once signed Agreement and Deposit are received.	



**RATE SHEET**

Professional Engineer, (P.E.)	\$ 175.00
Registered Land Surveyor (RLS)	\$ 125.00
Junior Engineer (EIT)	\$ 100.00
Engineer Technician	\$ 75.00
Clerical/Administration	\$ 70.00
2-Man Survey Crew	\$ 115.00
3-Man Survey Crew	\$ 135.00
4-Man Survey Crew	\$ 150.00
Printing Fees:	\$4.00/page
.DWG files:	\$150/dwg
*.PDFs:	\$10/pdf

**\*Any electronic file, especially pdfs will be uncertified due to state law prohibiting the transmission of seal and/or signature through electronic media.**