

Paul
Lee

ASHBOROUGH VILLAGE CONDOMINIUMS

1810 Ashborough Circle
Marietta, GA 30067
ashborough@bellsouth.net
Phone: 770-422-8192
FAX: 770-422-0691

DATE: 2-9-09

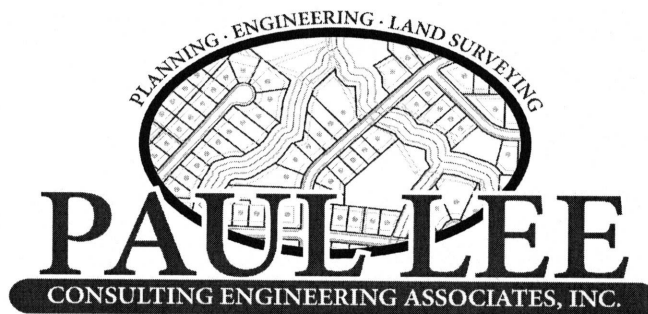
PAGES TO FOLLOW: 6

TO: Tara

FAX # 770-943-6912

FROM: Jimmy

COMMENTS: Signed Contract



VIA EMAIL: ashborough@bellsouth.net

February 5, 2009

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

RE: Ashborough Village
Land Lot 654 – 17th District – 2nd Section – Cobb County

Dear Ms. Swancy:

After speaking with you this week, you desire to have dirt brought into an area within the Ashborough Village. This request is outside our original scope of work, so please accept this letter as a proposal to provide the surveying and engineering planning necessary to gain proper approval and permitting. After speaking with Les Brewer of Cobb County Site Development, a Site Location Survey and Erosion Control Plan must be prepared and submitted to the county for their review and approval. The details of which are shown below.

1.0 SURVEY WORK:

Fee \$850.00

1.1. Site Location Survey – The area proposed to dump the dirt in at Ashborough Village is approximately ½ to 1 acre. The site location survey will gather data related to all improvements in this area as well as topographic and tree survey data. The data will be calculated and drafted to form the base sheet of the engineering plan. The fee for this service is **\$850.00**.

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:

Fee \$ 1,650.00

2.1 Erosion Control Plan – Once the base sheet is prepared, an Erosion Control Plan must be designed and prepared for Cobb County review and approval. A full review is not necessary; only the Erosion, Drainage, Zoning, and Site Development departments are required for approval and signatures. To prepare the plan, submit it for county review, and revise the plan per any county comments, the fee is **\$1650.00**. Upon receipt of the Permit, the client will receive two sets of the approved Erosion Control Plan. The price stated above includes all plan sets necessary for submittal to Cobb County 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:

Fee \$125.00

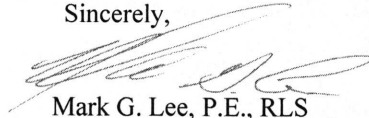
3.1 Plan Review Fee - There is a \$125.00 Plan Review Fee charged by Cobb County when the engineering plan is submitted to the Planning Department. We ask that you write a separate check to this agency and give it to us to place in your file. At the appropriate time, we will give it to them to expedite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

3.2 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

*The estimated total project cost is 2,500.00. If you choose to retain our services, please sign the attached document and send your **deposit of \$1,200.00 as well as the \$125.00 Plan Review Fee.** Due to your tight time schedule, we will accept a faxed copy of the signature page and a copy of the check in order to put the work in the survey schedule. Final payment will be expected before the release of the approved plan.*

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 February 5, 2009, 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

3982 Austell Powder Springs Road – Powder Springs, Georgia 30127-2941

Office (770) 435-2576

Fax (770) 943-6912

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:

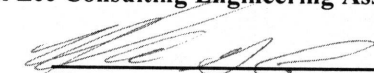
- 1) Courier Fees
- 2) Off-site utility design beyond what is specified above
- 3) Development, plan review recording or permit fees other than noted
- 4) Architectural building drawings
- 5) Comprehensive monitoring
- 6) Inspection of best management practice erosion devices
- 7) Soil studies other 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
 Ray M. Conroy, President


 Signature

Printed or Typed Name/Title

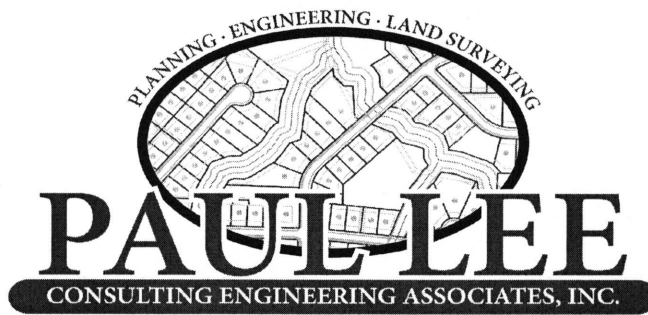
Mark G. Lee, P.E., RLS, President
 Printed or Typed Name/Title

Date of Signature

02/05/09
 Date of Signature



Deposit: Check # _____	*Job Number: _____
Check Amount: \$ 1,250.00 – Deposit _____	*Project Start Date: _____
\$ 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.**