

Professional Service Agreement



8500-A Jefferson Street, NE
Albuquerque, NM 87113

866.442.8011 TOLL FREE
505.856.5700 PHONE
505.856.7900 FAX
www.precision-surveys.com

JOB NO.:

PROJECT: Topographic Survey-Andalucia North, Additional Pond B

☐ ALTA/ACSM LAND TITLE SURVEY

☐ BOUNDARY SURVEY

☐ SUBDIVISION/RE-PLAT

☒ TOPOGRAPHIC SURVEY

☐ LOT STAKEOUT

☐ HOUSE STAKEOUT

☐ CONSTRUCTION STAKING

☐ OTHER

This Agreement is to confirm that Professional Surveying services are to be performed by Precision Surveys, Inc.

Herein after referred to as SURVEYOR, as requested by:

NAME: Peggy Daskalos

TITLE:

COMPANY: Silverleaf Ventures

ADDRESS: 5219 Menaul Blvd NE

CITY: Albuquerque

STATE: NM

ZIP: 87110

PHONE: (505)883-4131

FAX:

Herein after referred to as CLIENT.

I. SCOPE OF SERVICES: The services to be provided shall be as checked above unless otherwise indicated below:

These Services are not contingent upon any governing approval. In the event that CLIENT decides to stop said services due to the involvement of a governing body, CLIENT and SURVEYOR agree that charges for any/all work to date based on SURVEYORS then current Hourly Rate Schedule shall apply. CLIENT agrees to pay said charges in full within thirty (30) days of Invoicing by SURVEYOR.

II. FEE: The fee for the above-described services will be one or more of the following:

<input checked="" type="checkbox"/> Topographic Survey	\$1,425.00
<input checked="" type="checkbox"/> NMGR	\$ 99.75
Total	\$1,524.75

****Reimbursables:** FEE does not include costs related to any City/County/State Application, Processing, Variance or Recording fees, nor does it include items for special printing, courier and/or overnight delivery services (e.g. UPS, FedEx, etc.). It is agreed these costs are *Reimbursable* and will be billed to CLIENT at cost plus 15% administrative fee.

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III. SPECIAL CONDITIONS: The following special conditions shall pertain:

IV. ESTIMATED COMPLETION DATE: The estimated completion date of the aforementioned services is 7 full working days from notice to proceed. In the event that the Surveyor is obstructed or delayed in the completion of said services by any act of the Client or the Client's agent or by any act beyond the control of the Surveyor including, but not limited to, inclement weather, illness, strikes, failure of equipment, unanticipated degree of difficulty encountered in performing said services, or delay created within or by approving agencies, then the time herein fixed for the completion of the services shall be extended for a period of time equivalent to the time lost by reason of any or all of the aforementioned causes.

V. RISK ALLOCATION CLAUSE: Client and Surveyor have discussed the risks, rewards and benefits of the project and the Surveyor's total fee for services. The risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Surveyor's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of the agreement from any cause or causes shall not exceed the total amount of (FEE or \$50,000, whichever is greater). Such causes include but are not limited to the Surveyor's gross negligence, errors, omissions, strict liability, breach of contract and breach of warranty.

VI. TERMINATION: This agreement may be terminated by either party upon five (5) days written notice by mutual consent or in the event of persistent failures of performance of material terms and conditions of this agreement by the other party through no fault of the termination party

VII. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the sole and exclusive property of the Surveyor as instruments of service. The Client may, at his expense, obtain record prints of drawings, in consideration, which the Client will use them solely in connection with the above-described project and not for the purpose of making subsequent extensions or enlargements thereto.

VIII. INVOICING & PAYMENT: Surveyor will invoice CLIENT monthly based on either Hourly Rates or Percentage Completion as applicable per this AGREEMENT. Invoices are due upon receipt. Any Invoice(s) remaining unpaid for more than 30 days will be subject to a service charge of one percent per month (1%/month) on the unpaid balance. Invoices remaining unpaid for more than 60 days will subject the property to the filing of a lien, with the Invoice(s) further being subject to collection action with SURVEYORS Collection Agent. In the event SURVEYOR files a lien to protect its' right pursuant to this AGREEMENT, CLIENT agrees to pay a \$500 Lien Fee to cover SURVEYORS costs and expenses related to said lien. In the event that collection action is taken, CLIENT agrees to pay for any/all charges related to said collection activities.

IX. INDEMNIFICATION: The Client agrees to hold harmless and indemnify the Surveyor from and against all claims, damages, awards and costs of defense arising out of delays in the Surveyor's performance resulting from events beyond the Surveyor's control.

X. AMENDMENT OF AGREEMENT: This agreement may be amended only in writing signed by the Client and Surveyor.

XI. APPLICABLE LAW: Unless otherwise specified, this agreement shall be governed by the laws of the State of New Mexico.

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XII. PROFESSIONAL LIABILITY INSURANCE: Surveyor carries Professional Liability Insurance with the limits and exceptions as shown on the attached Certificate of Insurance.

In witness whereof, Client and Surveyor have executed this agreement at **Albuquerque, New Mexico**

SIGNATURE:

(Client)

(Date)

Larry W. Medrano, President (Date)
Precision Surveys, Inc.