

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between _____, (hereinafter referred to as "BUILDER") and Payne & Brockway, P.A. (hereinafter referred to as "SURVEYOR").

BUILDER and SURVEYOR hereby agree as follows:

A. The SURVEYOR shall provide surveying services, from time to time as requested by the BUILDER, to:

1. Provide construction staking for a proposed house. Staking shall include offset grade and line hubs at 4 corners and "dig" stakes representing the outline of the house. Staking shall also include field elevations of the required existing improvements (i.e., curb, sanitary sewer manholes, adjacent curb inlets) and the lot corners.
2. Prepare a plot plan suitable for use to obtain a building permit from the appropriate agencies. The plot plan shall include a scale drawing of the proposed house and its siting on the lot, field elevations taken during construction staking, relative locations of sanitary sewer, water lines, and storm sewers as per "as built" plans of record, suggested finish grades of the proposed house foundation with suggested "cuts" from the grade hubs, general drainage patterns, legal description, and address.
3. Prepare a special plot plan as the situation warrants. If the proposed lot is subject to a 100 year stormwater runoff swale or a 100 year floodplain, the plot plan shall be specifically prepared for that situation and shall include anticipated stormwater elevations as determined by City records and original and finish contours as required by the City agency. (APPLICABLE ONLY TO PAYNE & BROCKWAY DESIGNED SUBDIVISIONS.)

B. At the time the BUILDER requests the SURVEYOR'S services, the BUILDER shall provide the SURVEYOR with the following:

1. Legal Description of property (Subdivision name, lot number & block number)
2. Address of property
3. Full set of plans for the proposed house
4. Conditions of the proposed house on lot (e.g., garage left or right, skewed, side entry, walk-out, etc.)
5. Any special conditions of the proposed house or lot (e.g., tall walls, trees to be saved, etc.)
6. Title Report, if BUILDER wants all easements shown on plot plan

C. Upon receipt of the plot plan, the BUILDER shall:

1. Verify all dimensions on the plot plan.
2. Verify all grades shown on the plot plan to insure proper drainage and adequate fall to sewers.
3. Verify that suggested "cuts" correspond to proposed foundation type.
4. Verify that the placement of the proposed house on the plot plan corresponds to the siting requested.

D. The fees for the services provided by SURVEYOR shall be as follows:

1. For all subdivisions designed by Payne & Brockway within the following cities:

Shawnee
Regular \$400.00 Minimum
If Contours are Requested..... \$550.00 Minimum

Lenexa
With Original & Finish Contours..... \$600.00 Minimum

Olathe

Regular \$375.00 Minimum
If Contours are Requested..... \$500.00 Minimum

Overland Park

Regular \$425.00 Minimum
100 Year Storm/Flood w/Original & Finish Contours..... \$550.00 Minimum

Leawood

Regular \$525.00 Minimum
If Contours are Requested..... Hourly

* If your area is not listed above, please call for price.

2. For all subdivisions NOT designed by Payne & Brockway:

All plot plans will be prepared on an hourly basis at the following rates, subject to the above minimums:

Survey Crew..... \$160.00/Hour
Draftsman/Technician \$70.00/\$90.00 Hour
Principal Land Surveyor \$120.00/Hour

3. Preliminary Sketch for sizing and placement: Depending on the detail required, the fee will be between \$50.00 and \$75.00 per view. This fee will be deducted upon ordering the completed plot plan.

The fees shall not be changed with less than 30 days written notice to the BUILDER.

- E. PAYMENT OF FEES SHALL BE REQUIRED AT THE TIME THE PLOT PLAN IS RECEIVED BY THE BUILDER.
- F. The BUILDER agrees to limit the SURVEYOR’S liability to the BUILDER and to all construction contractors and subcontractors on the proposed house due to the SURVEYOR’S errors, omissions, or negligent acts, such that the total aggregate liability of the SURVEYOR to all those named shall not exceed the SURVEYOR’S total fee for services rendered on the proposed house.
- G. The SURVEYOR agrees to perform the work within a reasonable time limit. The SURVEYOR shall notify the BUILDER, as soon as the SURVEYOR is aware, if conditions exist that the proposed staking and plot plan cannot be performed within the usual time frame.
- H. The SURVEYOR shall maintain Workmen’s Compensation Insurance on all employees and shall furnish Certificates of Insurance as requested by the BUILDER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

(Company Name)

PAYNE & BROCKWAY, P.A.

BY: _____
(Signature)

BY: _____

(Print Name)

(Address)

(Phone Number, Fax Number)

(City, State, Zip Code)

(Mobile Number, Pager Number)

(E-mail Address)