

# SURVEY WORK ORDER FORM

LINE OF SIGHT SURVEYING · POB 1222 · 32 SAGE LANE · ANGEL FIRE, NEW MEXICO 87710  
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CLIENT:

DATE:

CLIENT ADDRESS  
AND PHONE INFO:

ORDER PLACED BY:

TITLE COMPANY:

WOULD LIKE BY:

COST ESTIMATE:

PROPERTY DESCRIPTION:  
(DEED REQUIRED)

YES\_\_\_\_ NO\_\_\_\_ FEE\_\_\_\_\_

Line of Sight Surveying, Inc. carries Professional Liability Insurance in the amount of \$1,000,000.00

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\_\_\_ **CONTRACTOR SPECIAL:** Call for details and pricing on packages that might include lot stake, foundation location, house stakeout, sideline points, grades, i.l.r., etc.

\_\_\_ **LOT STAKE:** Find and flag lot corner pins set by others and set missing corners if possible. No property description or plat is prepared with this type of service. Under certain circumstances a plat may be required to comply with The New Mexico Survey Standards before any missing corners can be set. An additional fee will be charged to prepare a boundary survey plat. Give L.O.S. Surveying permission to limb trees where necessary.

\_\_\_ **IMPROVEMENT LOCATION REPORT (I.L.R.):** An I.L.R. is a narrative report, which may be accompanied by a sketch, and which is issued only to a title company or a lending institution for their exclusive use. This is not a boundary survey plat and the following words will appear on the I.L.R. ***"THIS IS NOT A SURVEY FOR USE BY A PROPERTY OWNER FOR ANY PURPOSE."***

\_\_\_ **FOUNDATION LOCATION:** Prepare a plat showing the location of a building foundation(s) with respect to the two closest lot lines. This service complies with Angel Fire Village Code 9-3-4.B.2.j.

\_\_\_ **BOUNDARY SURVEY PLAT:** This survey meets the minimum standards for surveying in New Mexico currently in effect. Property corners will be set with this service. Give L.O.S. Surveying permission to limb trees where necessary.

\_\_\_ **CONSOLIDATION OR COMBINATION PLAT:** A boundary survey of the subject property which combines two or more parcels of land into one parcel. Give L.O.S. Surveying permission to limb trees where necessary.

\_\_\_ **EASEMENT SURVEY:** The description, portrayal, or monumentation of easement(s) only.

\_\_\_ **TOPOGRAPHIC SURVEY:** A survey showing the measurements and portrayal of the configuration of the ground and/or the location and description of the objects thereon. No property corners are set with this type of service unless requested. Give L.O.S. Surveying permission to limb trees where necessary.

\_\_\_ **OTHER:** \_\_\_\_\_

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PLEASE SIGN BELOW AUTHORIZING LINE OF SIGHT SURVEYING TO COMMENCE WITH THE SURVEY WORK YOU HAVE CHOSEN. YOUR SIGNATURE BELOW ALSO INDICATES THAT YOU HAVE READ AND ACCEPTED THE ATTACHED TERMS AND CONDITIONS.

X \_\_\_\_\_

**STANDARD TERMS AND CONDITIONS**

1. **CONTRACT** – These Standard Provisions and the accompanying Survey Work Order Form constitute the full and complete Agreement of the parties and may be amended, added to, superseded, or waived only if both parties agree in writing.
2. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by L.O.S. Surveying (“Documents”) are instruments of L.O.S. Surveying’s services that shall remain L.O.S. Surveying’s property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without L.O.S. Surveying’s express written consent. Any unauthorized use of the Documents will be at the Client’s sole risk and without liability to L.O.S. Surveying or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless L.O.S. Surveying from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.
3. **STANDARD OF CARE** – L.O.S. Surveying and its consultants will exercise that degree of care and skill ordinarily exercised by similarly situated surveyors practicing under similar circumstances. Client agrees that services provided will be rendered without any warranty, express or implied. L.O.S. Surveying shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
4. **SUSPENSION/TERMINATION OF WORK** – The Client may, upon seven (7) days written notice, suspend or terminate further work by L.O.S. Surveying. The Client shall remain liable for, and shall promptly pay L.O.S. Surveying for all services rendered to the date of suspension or termination.  
  
L.O.S. Surveying may suspend or terminate this Agreement upon seven (7) days written notice if the Client fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payment are not brought current within seven (7) days of notice of suspension.
5. **LIABILITY** – L.O.S. Surveying will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that L.O.S. Surveying’s total aggregate liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney’s fees, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to, L.O.S. Surveying’s negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed, in the aggregate, the total amount of fees paid to L.O.S. Surveying under this Agreement or \$25,000.00, whichever is lesser.
6. **BILLING AND PAYMENT** – Client shall pay L.O.S. Surveying in accordance with the rates and charges set forth in the Proposal. L.O.S. Surveying will submit to Client, on a bi-monthly basis, an invoice of services rendered and expenses incurred during the previous period. Payment will be due upon receipt of L.O.S. Surveying’s invoice. In the event Client fails to pay L.O.S. Surveying within fourteen(14) days after invoices are rendered, Client agrees that L.O.S. Surveying shall have the right to consider that event a breach of this Agreement and upon seven (7) days written notice, the duties, obligations and responsibilities of L.O.S. Surveying under this Agreement may be either suspended or terminated.
7. **CONSEQUENTIAL DAMAGES** – L.O.S. Surveying and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

8. **WAIVER OF SUBROGATION:** - L.O.S. Surveying and Client waive all rights against each other and against the contractors, consultants and employees of the other for damages to the extent that the damages sustained by either L.O.S. Surveying or the Client are covered by insurance.

**9. MISCELLANEOUS**

**Governing Law:** The substantive laws of New Mexico shall govern any disputes between L.O.S. Surveying and the Client arising out of the interpretation and performance of this Agreement.

**Mediation:** L.O.S. Surveying and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.

**L.O.S. Surveying Reliance:** Unless otherwise specifically indicated in writing, L.O.S. Surveying shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client’s consultants and contractors, and information from public records, without the need for independent verification.

**Electronic Documents:** The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. L.O.S. Surveying makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against L.O.S. Surveying and any of L.O.S. Surveying’s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

**Certifications:** L.O.S. Surveying shall not be required to sign any documents, no matter by whom requested, that would result in L.O.S. Surveying’s having to certify, guarantee, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement .

**Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or L.O.S. Surveying. L.O.S. Surveying’s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against L.O.S. Surveying because of this Agreement or L.O.S. Surveying’s performance of services hereunder.