

Taney County Regional Sewer District

6733 E. State Highway 76

Kirbyville, MO 65679

P: 417-544-0655

tcrsd.org

Capacity Analysis/Plan Review Application

This application is for:

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Capacity Analysis

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Plan Review

DATE: _____

NAME OF PROJECT: _____

LOCATION OF PROJECT: _____
(Attach location map)

PROPERTY OWNER'S NAME: _____
(Attach copy of property deed)

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DEVELOPER'S NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BRIEF DESCRIPTION OF PROJECT:

Fill out table required for Capacity Analysis Only:

Proposed Development	Number	Units
Residential		
Single Family Dwellings		Lots
Apartments or Condominiums		Living Units
Mobile Homes		Living Units
Food or Drink Establishments		
Bar (no food service)		Estimated maximum # of people at one time
Fast Food (paper service)		Estimated maximum # of people at one time
Café or Restaurant		Estimated maximum # of people at one time
Café or Restaurant (grinding garbage)		Estimated maximum # of people at one time
Commercial or Recreational		
Swimming Pool or beach		Estimated maximum # of people at one time
Country Club		Estimated maximum # of people at one time
Service Station		Estimated maximum # of people at one time
Laundromat		Estimated maximum # of washing machines
Motel (without Restaurant)		Estimated maximum # of people at one time
Hotel		Estimated maximum # of people at one time
Luxury Resort		Estimated maximum # of people at one time
Camping Facility		Estimated maximum # of people at one time
Church		Estimated maximum # of people at one time
Store, Mall or Shopping Center		Estimated # of floor space (square feet)
Auditorium or Theater		Estimated # of seats
Schools		
Day School (no cafeteria, gym or showers)		Estimated maximum # of Students
Day School (with cafeteria)		Estimated maximum # of Students
Day School (w/cafeteria & grinding garbage)		Estimated maximum # of Students
Day School (with gym & showers)		Estimated maximum # of Students
Institutions		
Hospital		Estimated maximum # of beds
Nursing Homes		Estimated maximum # of beds
Other institutions		Estimated maximum # of beds

Engineering Services Agreement for Capacity Analysis/Plan Review

This Engineering Services Agreement is between _____ (hereinafter called the "Engineer") and the Owner and Developer (hereinafter called the "Applicant").

Scope of Services: The Scope of Services to be performed by the Engineer under this Engineering Services Agreement may include: plan, specification and engineering report review for conformance to Missouri Department of Natural Resources and TCRSD regulations, field visits, lift station facility flow tests and calculations as required to determine the capability of the existing sewer system to handle the sewage flow from the proposed development.

Fee and Terms: The Engineer will complete the Capacity Analysis and/or Plan Review for an hourly fee. The cost of the Capacity Analysis and/or Plan Review will be based on the actual amount of time required for the analysis. The Engineer's hourly fee schedule is attached hereto as Exhibit A. The full fee for the Capacity Analysis and/or Plan Review must be paid prior to the release of the results of the Capacity Analysis and/or Plan Review.

Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Applicant and Engineer, the risks have been allocated such that the Applicant agrees, to the fullest extent permitted by law, to limit the liability of Engineer and its officers, employees, agents and sub-consultants to the Applicant on the project for any claims, losses, costs, damages or expenses of any nature whatsoever, from any cause or causes, so that the total aggregate liability of all those named shall not exceed Engineer's policy amount of professional and general liability insurance. Such claims and causes include, but are not limited to negligence, professional acts, errors or omissions, strict liability, breach of contract or warranty, not including gross negligence or intentional misconduct.

Dispute Venue: The parties hereto agree that this Agreement in all things shall be governed by the laws of the State of Missouri, and the proper venue for any dispute regarding this Agreement shall be the Circuit Court of Taney County, Missouri.

Governing Laws: In the event that any part of this document is held invalid by any court, the remainder of the Agreement shall remain in full force and effect. This document shall be governed by the laws of the State of Missouri.

Termination: This Agreement may be terminated by either party upon ten (10) days written notice. In the event of termination, you will reimburse the engineer for all services rendered and all expenses incurred through the date of termination. No party shall be declared in default unless they shall have first been notified in writing stating the reason a default should be declared and said default shall thereafter not be cured within ten (10) business days after receipt of said written notice.

Miscellaneous: If the Applicant issues a Purchase Order of which this proposal becomes a part, the terms of this Agreement will take precedence in the event of a conflict of terms. Engineer makes no warranty, express or implied, to Applicant with regard to its services or the results to be obtained from the same.

SIGNATURES:

PROPERTY OWNER: _____ DATE: _____

DEVELOPER: _____ DATE: _____