



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Consultant:
Landesign Services, Inc. (LSI)
10090 W Highway 29
Liberty Hill, Texas 78642

Client:
Matthew Woodard
City of Manor
105 E. Eggleston Street
Manor, Texas 78653

Date: 20 November 2024

Client-Project No.: _____

Legal Description and Location: +/- 5 acres of land situated in the James Manor Survey No. 40, Abstract No. 546 in Travis County, Texas; being described in a Deed to the Trustees of the Church of Wilbarger's Creek recorded in Volume "W", Page 276 of the Deed Records of Travis County, Texas; also, being shown on Exhibit "B" attached hereto.

Scope/Intent and Extent of Services:

I. Final Product:

A. Cemetery Mapping:
LSI will recover the boundary of the subject +/- 5 acre Manor Cemetery and locate exterior fences. LSI will utilize a sUAS "drone" to create a geo-referenced ortho-rectified aerial image to show interior above ground features. LSI will incorporate data obtained utilizing Ground Penetrating Radar of portions of the cemetery as identified by City of Manor representatives tied to site control to identify possible locations of unmarked burials. LSI will stake out the Northeast line of the cemetery at +/- 100' intervals marked with 60D nails and lath.

➤ Deliverables:
LSI will provide Client with one AutoCAD, Civil 3D digital file and paper/mylar copies as requested.

II. Schedule:

A. Cemetery Mapping: Four (4) weeks

III. Fee:

A. Cemetery Mapping:

| | | |
|------------------------------|------------------|---------------------|
| Cemetery Mapping | Lump Sum | \$ 32,500.00 |
| <i>For Government Entity</i> | <u>Sales Tax</u> | \$ <u>0.00</u> |
| | Total | \$ 32,500.00 |



IV. Assumptions:

1. Documents will be signed/sealed and prepared under the supervision of a Registered Professional Land Surveyor licensed to practice in the State of Texas.
2. Vehicular and pedestrian access to the site is possible and granted. The Client or owner will provide Right of Entry to adjacent tracts if required.
3. Some trees may not be identifiable.
4. Sufficient monumentation to determine the boundary exists on the subject tract and/or the adjoining tracts. There are no encroachments, overlaps, or gores that would affect the boundary lines.
5. Substantial boundary conflicts/issues may be subject to additional fees. LSI will communicate any issues upon discovery and coordinate remedies with Client.
6. Client/Owner will furnish the current ownership information and title commitment (if applicable).
7. LSI will not certify the survey to unnamed parties.
8. The client or title company will furnish existing CAD files and survey information for the project.
9. The Client or owner grants permission to clear and/or cut small trees and brush.
10. Survey data will be based on the Texas State Plane Coordinate System, NAD83 – Central Zone; Vertical data will be based on the North American Vertical Datum of 1988 (NAVD88), Geoid12B, unless specified otherwise.
11. Schedule is based on receipt of signed notice to proceed.
12. This proposal is valid for 14 days.

V. Special Conditions:

- A. Any service not set forth above in Scope/Intent and Extent of Services shall be done only after Consultant and Client have executed an Agreement for the Provision of Limited Professional Services for such additional services. The Terms and Conditions and the 2022 Rate Schedule that follow this page are a part of this Agreement for the Provision of Limited Professional Services.

Consultant:
 Landesign Services, Inc.
 Brandy Tabor
 President

Client:

 (Company Name)

 (Printed Name)

 (Title)

By : Brandy Tabor 20 November 2024
 Date

By : _____
 (Signature) Date



TERMS AND CONDITIONS

Services and Fee

The Consultant shall perform the services outlined in this Agreement for the Provision of Limited Professional Services ("Agreement") for the fee set forth on page 1 of this Agreement. Fees cited heron do not include applicable sales tax.

Access To Site

Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services.

Dispute Resolution

Any claims or disputes made during survey, design, construction or post-construction between the Client and Consultant shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments

Invoices for the Consultant's services shall be submitted to Client on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the services. Retainers shall be credited on the final invoice.

Late Payments

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, its officers, directors, employees, agents and subconsultants from and against any and all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.

Certifications, Guarantees and Warranties

The Consultant shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot ascertain.

Limitation of Liability

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of the fee set forth on page 1 of this Agreement. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of any warranty.

Termination of Services

This Agreement may be terminated by the Client or the Consultant should the other fail to perform its obligation thereunder. In the event of termination of this Agreement, the Client shall pay the Consultant for all services rendered and expense incurred by Consultant through the date of termination on a time and material basis pursuant to the Rate Schedule included in this Agreement.

Ownership of Documents

All documents produced by the Consultant under this Agreement shall remain the property of the Consultant and may not be used by the Client for any other endeavor without the written consent of the Consultant.



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Exhibit “A”

2024 RATE SCHEDULE

| | |
|---|-------------------|
| Expert Witness | \$210.00 per hour |
| Project Manager – Registered Professional Land Surveyor | \$180.00 per hour |
| Staff Surveyor – Registered Professional Land Surveyor | \$140.00 per hour |
| Senior Survey Technician | \$110.00 per hour |
| Survey Technician | \$95.00 per hour |
| GIS Technician | \$85.00 per hour |
| Abstractor | \$75.00 per hour |
| Clerical | \$75.00 per hour |
| Delivery | \$50.00 per hour |
| Three Person Field Crew | \$220.00 per hour |
| Two Person Field Crew | \$185.00 per hour |
| One Person Field Crew | \$140.00 per hour |

Client will be charged for services provided on a time and material expended basis at the rates set above and for purchased services at the cost of such service plus 10%. Purchased services include reproduction and blueline printing; third party delivery service; document acquisition; telephone; travel and subsistence; miscellaneous fees; and contracted services.

Exhibit "B"

