

R. GUTIERREZ ENGINEERING CORPORATION
130 EAST PARK
PHARR, TEXAS 78577
(TEL) 956-782-2557
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AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: ALTA SURVEYS (5 EA.) FOR HORIZON MONTOSSORI SCHOOLS
PROJECT NUMBER: TBD
CLIENT: SOUTH TEXAS EDUCATIONAL TECHNOLOGIES
c/o HUNTON ANDREWS KURTH
CLIENT ADDRESS: 600 TRAVIS STREET, SUITE 4200
HOUSTON, TX 77002

Client hereby requests and authorizes R. Gutierrez Engineering Corporation to perform the following services:

SCOPE: Services to be performed by R. Gutierrez Engineering Corporation to be as outlined and further described in “**Attachment B – Scope of Services**” attached, herewith and made a part of this authorization.

COMPENSATION: Compensation of 9 ALTA surveys to be on a basis of a lump sum amount of **\$20,800.00** without modification. A 5% discount will be applied for ordering all surveys upfront for a total cost of **\$19,760.00**. A detailed pricing breakdown is detailed in “**Attachment B – Scope of Services**”.

RGEC will bill Client for 50% of the cost of the survey(s) upon receiving authorization to start the survey(s) and Client will be required to submit full payment of the 50% invoice prior to the start of the survey(s). RGEC will bill the remaining 50% of the survey(s) upon completion.

If the general scope, extent, or character of this authorization is increased materially through no fault of RGEC, the amount of compensation provided herein shall be subject to adjustment in accordance with **Article 9 “Additional Services”** of the attached **PROVISIONS** and the rates shown in “**Attachment A – Hourly Rate Schedule**”.

If technical or professional services are furnished by an outside source, an additional **15%** shall be added to the cost of the services for R. Gutierrez Engineering Corporation’s administrative cost.

Approved for **CLIENT**

By: _____

Title: _____

Date: _____

Approved for **R. GUTIERREZ ENGINEERING CORPORATION**

By: _____
Ramiro Gutierrez

Title: _____
President

Date: _____

PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CLIENT for R. GUTIERREZ ENGINEERING CORPORATION to proceed with the work, unless otherwise provided for in the authorization.

2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for R. GUTIERREZ ENGINEERING CORPORATION's administrative costs, as provided on the previous page of the authorization.

3. COST ESTIMATES

Any cost estimate provided by R. GUTIERREZ ENGINEERING CORPORATION will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures R. GUTIERREZ ENGINEERING CORPORATION cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

4. PROFESSIONAL STANDARDS

R. GUTIERREZ ENGINEERING CORPORATION shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. R. GUTIERREZ ENGINEERING CORPORATION makes no other warranty, expressed or implied.

5. TERMINATION

Either CLIENT or R. GUTIERREZ ENGINEERING CORPORATION may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay R. GUTIERREZ ENGINEERING CORPORATION in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

6. LEGAL EXPENSES

In the event legal action is brought by CLIENT or R. GUTIERREZ ENGINEERING CORPORATION against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the other party such reasonable amounts for fees, costs and expenses as may be set by the court.

7. PAYMENT TO R. GUTIERREZ ENGINEERING CORPORATION / INTEREST ON PAST DUE AMOUNTS

Invoices will be issued monthly or at completion of phases by RGEC for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to RGEC, and if such interest exceeds the principal balance of CLIENT's indebtedness to RGEC, will be returned to the CLIENT. It is the intent of RGEC and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and RGEC agree that in the event CLIENT and RGEC enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, RGEC may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or the highest rate allowed by law, subject, as provided herein, to

RGEC's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.

8. LIMITATION OF LIABILITY

R. GUTIERREZ ENGINEERING CORPORATION's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

9. ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by R. GUTIERREZ ENGINEERING CORPORATION if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the "Attachment A – Hourly Rate Schedule", Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and R. GUTIERREZ ENGINEERING CORPORATION, and which is referenced under Compensation.

10. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the above proposed fee. Sales tax at an applicable rate will be indicated on invoice statements.

11. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the client is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, Building A, Suite 156 12100 Park 35 Circle, Austin, Texas 78753, (512) 239-5263.

12. TERMINATION FOR NON-PAYMENT OF FEES

R. GUTIERREZ ENGINEERING CORPORATION may terminate this contract by giving written notice if any R. GUTIERREZ ENGINEERING CORPORATION invoice remains unpaid for more than sixty (60) days. R. GUTIERREZ ENGINEERING CORPORATION's right to terminate this contract shall not be waived by R. GUTIERREZ ENGINEERING CORPORATION's continued performance during any period of investigation by R. GUTIERREZ ENGINEERING CORPORATION to determine the reasons for CLIENT's nonpayment.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

ATTACHMENT "A"

Hourly Rate Schedule

Additional Services requested of RGEC by the CLIENT, for which compensation is not specifically covered elsewhere in this Agreement, shall be furnished by RGEC at salary cost plus 15% service charge and reimbursement for direct non-labor expense and subcontractor expense at invoice cost plus 15% service charge. Fee Schedule is as follows:

LABOR:

Position/Title	Fee
Principal	\$305.00/HR
Project Manager	\$210.00/HR
Senior Engineer	\$175.00/HR
Engineer	\$185.00/HR
Engineer-In-Training	\$115.00/HR
Senior Engineering Technician	\$105.00/HR
CADD-Design Technician	\$105.00/HR
Registered Professional Land Surveyor	\$175.00/HR
Survey Crew	\$160.00/HR
Clerical	\$65.00/HR

NON-LABOR:

Mileage (in State)	\$ 0.60 / mile
Car Rental (in State)	At Cost
Lodging (in State)	At Cost
Meals (in State)	At Cost
Air Travel	At Cost
All Expenses for Out-of-State Travel	At Cost
Overnight Carrier Cost	\$ 20 / letter
Copies (8 1/2" x 11")	\$.15 / copy
Bond Plots	\$ 1.00 / Sq Ft
Color Plots	\$ 3.00 / Sq Ft
Mylar Plots	\$ 2.50 / Sq Ft

ATTACHMENT “B”

SCOPE OF SERVICES / ALTA SURVEY REQUIREMENTS

Properties to be surveyed will be as follows:

LOCATION	PRICE
1. Central Administrative Office (HCAD ID 579055) 2402 E Business 83, Weslaco, TX 78596	\$4 800.00
2. Vacant Building - Old Central Office (HCAD ID 329175) 519 S Texas Blvd, Weslaco, TX 78596	\$3,200.00
3. Horizon Montessori I – McAllen (HCAD ID 248028) 320 N Main St, McAllen, TX 78501	\$4,800.00
4. Horizon Montessori III – Harlingen (CCAD ID 80597) 2802 S 77 Sunshine Strip, Harlingen, TX 78550	\$4,800.00
5. Harlingen Property Warehouses (HCAD ID 131151) 2046 Mile 4 North, Mercedes, TX 75870	\$3,200.00
TOTAL	20,800.00
5% Discount (for ordering all surveys)	-\$1,040.00
GRAND TOTAL	\$19,760.00

The ALTA surveys will be developed and prepared in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and include Table A items as shown in the following pages.

Notes:

1. The CLIENT will provide a written authorization to RGEC authorizing him to enter upon the property to be surveyed for the purpose of conducting these surveys.
2. The CLIENT will provide RGEC with property title information as may be required for use in developing the ALTA surveys.
3. With regard to Table A – Item 11, RGEC will survey above ground utilities and markings done by placing an 811 (DigTESS) utility locate request of utilities within the right-of-way of each property. Should a more detailed utility information be required, Sub-surface Utility Engineering (SUE) / excavation may be necessary at an additional cost that is not included in this proposal.