

March 16, 2021

Mr. John Hernandez
Blairtown Energy Center LLC
1993 Dewar Drive 1-291
Rock Springs, WY 82901-5779



MARTINEZ, GUY
& MAYBIK, INC.
ENGINEERS & SURVEYORS

6000 S. Staples Street, Suite 207
Corpus Christi, Texas 78413
Office 361.814.3070
TBPE Firm's Registration F-1415

Re: Professional Civil Engineering Services for Proposed Development of an Approximate 8.66-Acre Lot into a Senior Living Center located in the Vicinity of Cliff Maus Drive, Old Brownsville Road, and S. Padre Island Drive (TxDOT Hwy 358), in Corpus Christi, Texas

Dear Mr. Hernandez:

Martinez, Guy & Maybik, Inc. (MGM) is pleased to submit this proposal for providing professional civil engineering services to **John Hernandez and/or Blairtown Energy Center LLC (Client)** in connection to the aforementioned property's proposed development.

PROJECT DESCRIPTION

The tract is currently identified as Gugenheim & Cohn Farm Lots 8.66 Acres Out of Gabriel Part TR having the Legal Description 2-A. The property is bordered by Cliff Maus Drive, S. Padre Island Drive and Old Brownsville Road (see Exhibit "A").

The subject tract is an undeveloped lot consisting of heavy to light brush areas with low lying trees. The property appears to be within flood Zone AE as identified by Flood Insurance Rate Maps (FIRM Panel 48355C0315G) as established by FEMA.

A feasibility investigation was conducted by MGM at Client's request. Various site layouts were presented until a final layout was determined and accepted by Client. From there, preliminary drainage and utility (water and wastewater) designs were also developed (see Exhibit "B").

In all, a total of 19 four-plex buildings, 8 duplex buildings, 1 pavilion structure, and 2 gazebo structures are currently planned and parking for 140 vehicles. All drives are 30 feet wide with driveway entrances at the south and north ends of the property.

An early-assistance teleconference meeting was held with the City of Corpus Christi (City) Development Department on January 20th, 2020, at which early indications from the City are that the current conceptual layout of buildings with some adjustments to the utility alignment could be an acceptable design for further development barring any unforeseen or unknown issues.

From said City meeting, we learned that the property will need to be platted and that an easement will be needed to facilitate a City water main that will run from the City water main within Cliff Maus at the proposed south driveway entrance of the property, through the property to connect required fire hydrants, and then return back to the existing water through the north driveway entrance to complete the loop.

During MGM's investigation, concerns were raised to the Client and later to the City with respect to the subject property's location within a potential flood zone that may have an adverse affect on the property's development. This has not been established as certain and will have to be determined through the course of a topographic survey that will be tied to a FEMA (elevation) reference marker. Further study may be required to establish a Base Flood Elevation (BFE) specifically for the property, which may have to be derived from channel flow hydraulic models that are presented in an investigation report commissioned by the City for the major drainage channel bordering the west side of the tract.

SCOPE OF BASIC SERVICES

Final Civil Design Services: In general, under the Scope of Basic Services, MGM proposes to develop civil engineering plans for the purpose of developing the project per the conceptual plans shown as Exhibit "B". The plans will include proposed site, paving, payment markings, site traffic signage, grading and drainage, water (main and domestic), and wastewater plans and the usual standard details. The site plan shall show the locations of buildings, parking spaces, pavement, curbs, sidewalks, fencing, and amenities. The plans will be prepared for permitting and in accordance with the City ordinances and requirements for the Civil Engineering items that will be designed by MGM.

Progress plan submittals for Client's review shall be made at 60, 90, and 100 (final with PE seals) percent stages of plan completion. MGM will address Client's concerns and make necessary changes to the plans as deemed necessary at 60 and 90 percent submittals. At 100 percent completion, plans will be sealed by a Texas Professional Engineer and shall be considered generally ready for submission to the City for permitting.

Technical Specifications: Other Scope of Basic Services shall include the preparation of technical specifications to be submitted at 60 and 90 percent of plan completion of plans for designs prepared by MGM.

SCOPE OF ADDITIONAL SERVICES

City's Permitting Process: MGM shall also assist Client through the City's Permitting Process—i.e. addressing City's comments, concerns, and making necessary changes to the plans as requested by City's plan reviewer.

Platting Services: The Scope of Additional Services shall include platting the subject tract that will include performing a boundary survey and analysis, preparing metes and bounds description, and a plat (preliminary and final) for submission to the City's platting process. The plat will show the new water main easement that City have requested.

Base Flood Elevation Determination: Also under Additional Services, MGM will study available drainage study information and data, review the topographic survey to help establish a Base Flood Elevation (BFE) for the property. MGM will present its findings and consult with Client as to the impact of MGM's BFE determination, if any.

Bidding Phase Services: Bidding Phase Services shall entail assist PM with soliciting bids, prepare for and attend a pre-bid meeting, address Bidders' questions, prepare addendum to the plans if required, and assist PM with evaluating construction bids and recommend Contractor,

Construction Phase Services: Construction Phase Services shall include making field site visits, assist PM with addressing Contractor's questions through RFI's, initiate change orders, review Contractor's pay application, prepare and attend scheduled bi-weekly construction meetings.

COMPENSATION FOR SCOPE OF BASIC SERVICES

Based upon the aforementioned Scope of Basic Services (based on conceptual plans presented in Exhibit "B"), our firm would seek to receive compensation for the performance of said services in the fixed fee amount of **THIRTY-SEVEN THOUSAND SIX HUNDRED SIXTY DOLLARS AND NO CENTS (\$37,660.00)**, which is approximately broken down as follows and includes travel time and reimbursable expenses:

1. **Final Design Phase Services**
 - a. Civil Engineering and Prepare Civil Plans for Permitting and Make submittals to Client at 60, 90, & 100% Plan Completion----- \$ 34,820.00
 - b. Prepare Technical Specifications to submit at 90 & 100% of Plan Completion----- \$ 2,840.00

COMPENSATION FOR SCOPE OF ADDITIONAL SERVICES

Based upon the aforementioned Scope of Additional Services, our firm would seek to receive compensation for the performance of said services in the fixed fee amount of **TEN THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$10,250.00)**, which is approximately broken down as follows and includes travel time and reimbursable expenses:

1. Platting Services (Including Boundary Survey)----- \$8,670.00
2. Base Flood Elevation Determination----- \$1,580.00

Additional Services to be provided on an Hourly Basis

3. Assist Client through City's Permitting Process; address City's questions and concern's; make requested design changes----- Hourly
4. Bidding Phase Services----- Hourly
5. Construction Phase Services----- Hourly

HOURLY RATES FOR ADDITIONAL SERVICES

MGM will provide Additional Services as requested by Client or as MGM deemed necessary at a negotiated price or at the hourly rated presented below.

Any Additional Services performed hourly by MGM and as authorized by the Client, would be charged according to the following rates: Project Management/Engineering at \$135/hour; CAD Technician at \$85/hour; Field Technician at \$75/hours; and Administration Assistance at \$60/hour. Reimbursement for mileage shall be paid at \$0.60/mile.

TIME OF DELIVERABLES

To be determined.

INFORMATION TO BE PROVIDED TO MGM

Client shall provide to MGM at no cost MGM the following information:

1. Any previous land surveys and a title commitment with schedule B items presenting existing easements and encroachments.
2. A site-specific geotechnical investigation report containing subgrade preparation and pavement recommendations.
3. The contact information of Client's representative, who will be engaged as Client's Project Manager, if applicable.

SERVICES NOT INCLUDED IN CONTRACT

Please be advised that this proposal does not consider providing the following designs, services and fees:

1. Make Changes Per Client's request to MGM Plans after 100% Submittal
2. Bidding and Contract Documents.
3. Electrical Power or Natural Gas Design or Layouts
4. Other Easements or Right-of-Way Acquisitions (The City's Water Main easement will be dedicated through the platting process.)

5. Perform Special Engineering Studies or Prepare Technical Reports—i.e., Traffic, Storm Water Impact, Environmental.
6. Architectural or Structural Designs of Buildings or other Structures
7. Fire protection designs or plans.
8. Review/Inspection Fees per TDLR for compliance to ADA requirements.
9. Traffic Control Plans
10. Site lighting designs or plans
11. Landscaping designs or plans
12. Design of structures including amenities, retaining walls, or property marquee signs
13. Design of special perimeter fencing higher than 6 feet or constructed of masonry or stone. (Standard fencing, wood or chain-linked, shall be called out in the plans.)
14. Off-Site Surveying or Extension of Utilities (Water or Wastewater)
15. Storm Water Pumping/Wastewater Lift Station
16. Storm Water Detention/Retention Design
17. Flood Water Mitigation (studies or designs)
18. Cut and Fill Computations for Raising the Site
19. Permitting or Plan Review Fees
20. Geotechnical Investigation Report
21. Any Services or Fees that are described in this Agreement.

FAILURE TO MAKE PAYMENTS TO MGM

The determination of our compensation has been made on the basis of prompt payment of MGM's invoices and the orderly and continuous progress of the project. It should be understood that failure to make payments due to MGM within thirty (30) calendar days after Client has been invoiced for MGM services and paid by Project Owner will initiate an interest charge on the outstanding balance owed at a rate of one and one-half percent per month. Furthermore, Client agrees to bear all reasonable expenses associated with the collection of any delinquent payment owed to MGM by Client, which shall include attorney fees and other related expenses. MGM may, after giving three (3) days' written notice to Client, suspend services under this Agreement until MGM has been paid in full all amounts due for services, expenses, and other charges.

SERVICES PERFORM DURING CONSTRUCTION

With regards to Construction Inspection Services, MGM shall make visits to the site at intervals appropriate to the various stages of construction as MGM deems necessary in order to observe as an experienced and qualified design professional the quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, MGM shall aim to determine in general if such work is proceeding in accordance with the Contractor's submittals and manufacturer's requirements. MGM shall not, during such

visits or as result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall MGM have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with Laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, MGM can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibilities for Contractor(s)' failure to furnish and perform their work in accordance with TDI windstorm requirements.

MGM shall not be responsible for the acts or omissions of any Contractor, or any of subcontractor or supplier, or any of the Contractor(s)'s or subcontractor's or supplier's agents or employees or any other person (except MGM own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work.

Client shall not hold MGM will responsible for any hidden pre-existing conditions or Contractor's work that was accomplished in between the times MGM performed its interval related construction observations that is not in compliance with MGM civil plans or City requirements.

Any work performed by Contractor that is deemed unacceptable by MGM shall be subject to removal and/or corrected at Contractor's expense, and not at the expense of MGM. Any work this is covered prior to MGM's observation of Work shall be removed, if deemed necessary and at no expense to MGM.

SUBMITTAL REVIEWS

MGM shall review and approve (or take other appropriate action in respect of Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

LIMITS OF LIABILITY

Client will limit any and all liability or claim for damages, cost of defense, or expenses to be levied against MGM to a sum not to exceed \$250,000.

OTHER MATTERS

The obligation to provide further services under the Agreement may be terminated by either party upon three (3) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, MGM will be paid for all services rendered to the date of the termination, all Reimbursable Expenses and termination expenses including attorney fees and court costs.

This Agreement is to be governed by the law of the principal place of business of MGM.

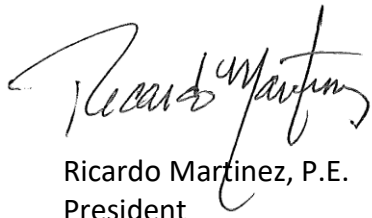
All documents including Drawings and Specifications prepared or furnished by MGM (and MGM's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and MGM shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others. However, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by MGM for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to MGM, or to MGM's independent professional associates or consultants, and Client shall indemnify and hold harmless MGM and MGM's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaption will entitle MGM to further compensation at rates to be agreed upon by Client and MGM.

(Continue to next page.)

SIGNATURES

This proposal represents the entire understanding between Client and MGM and may only be modified in writing by the undersigning parties involved in this agreement. If it satisfactorily sets forth your understanding of our agreement, we would appreciate you signing a copy of this proposal and returning it to our office.

Sincerely,
MARTINEZ, GUY & MAYBIK, INC.



Ricardo Martinez, P.E.
President

ACCEPTED BY JOHN HERNANDEZ AND/OR BLAIRTOWN ENGERGY CENTER LLC (CLIENT)

Accepted this _____ day of _____, 2021

By: _____
Authorized Signature

Printed Name

Attachments: Exhibit "A" – Aerial Photo showing location of property
Exhibit "B" – MGM's Conceptual Site, Utility, and Drainage Plans