



September 25, 2026

Mr. Dane Olmstead
Partner-Development
Jackson Dearborn Partners
110 W Liberty Street, Suite 201
Ann Arbor, MI 48104

**RE: Proposal for Traffic Analysis Services –
 Galley Road/Paonia Street Traffic Control Needs Study**

Dear Mr. Olmstead:

Felsburg Holt & Ullevig is pleased to submit this proposal to provide a traffic control signal needs study of the Galley Road/Paonia Street intersection. El Paso County Staff are requiring the study to be completed in order to establish an updated understanding of whether existing traffic conditions at the intersection satisfy any or all of the signal warrants outlined in the *Manual on Uniform Traffic Control Devices* (MUTCD, 11th Edition). Based on input received from County Staff, the following Scope of Work and Fee Estimate summarizes the tasks necessary to complete this analysis.

SCOPE OF WORK

- 1. Coordination** – Coordinate with County Staff and development team representatives informally as needed to confirm study expectations, parameters and format.
- 2. Data Collection** – Collect vehicle turning movements at the Galley Road/Paonia Street intersection over a continuous 14 hour weekday time period, recording vehicle types, pedestrians and bicyclists. Gather information regarding traffic control, roadway characteristics and intersection lane geometry from available aerial imagery. Gather crash history information from El Paso County and Colorado Department of Transportation (CDOT) resources.
- 3. Traffic Signal Warrant Analysis** – Conduct a traffic control signal needs study for the Galley Road/Paonia Street intersection. This analysis will be based on information contained in the *Manual on Uniform Traffic Control Devices* (MUTCD, 11th Edition) which evaluates nine (9) different criteria, including criteria related to traffic volumes, crash history, pedestrian movements, whether the intersection has a designated school crossing, lies proximate to a Grade Crossing and other issues. This analysis will include Level of Service (LOS) analysis for the peak hour of vehicle activity.
- 4. Documentation** – FHU will summarize the data, analyses, and recommendations noted in the above tasks in a formatted report. We will provide a Draft report to you for review. We will address your questions and comments and prepare a final report ready for submittal to El Paso County. Within this budget we will respond to one round of comments from El Paso County and finalize the report, provide County comments are do not require re-analysis or changes to the parameters from prior warrant analyses completed for County review.

Fee Estimate

We propose to conduct this work for a fixed fee of \$6,500. If additional services are required, these services will be contracted separately and billed on a “time and materials” basis at the following labor rates.

Principal II.....\$370
Principal I.....\$335

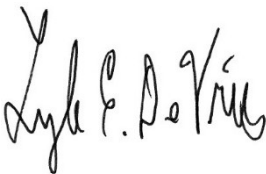
Associate.....	\$330
Sr. Engineer	\$280
Engineer V.....	\$260
Engineer IV	\$210
Engineer III.....	\$195
Engineer II.....	\$160
Engineer I	\$145
Graphic Design Specialist IV.....	\$195
Intern II.....	\$105
Intern I.....	\$90
Sr. Administrative Assistant.....	\$195

Comments from reviewers that require additional analyses will be invoiced as added services at our hourly rates. It is anticipated that this Scope of Work will require approximately 1-3 weeks to complete following your notice to proceed. If the conditions of this proposal are acceptable, please sign this proposal and return it as our contract for services, keeping a copy for your files. By signing this proposal, you are agreeing to the terms and conditions of the attached Letter Agreement Standard Provisions.

We thank you for this opportunity to offer our services, and we look forward to working with you on this project. If you have any questions regarding this proposal, please feel free to call.

Respectfully,

FELSBURG HOLT & ULLEVIG



Lyle E. DeVries, PE, PTOE
Principal

Attachment

JACKSON DEARBORN PARTNERS



Dane Olmstead

Accepted By

Partner - Development

Title

September 28, 2026

Date

Letter Agreement Standard Provisions

Upon execution of the Letter Agreement or Letter Proposal, the Client thereby agrees to the terms of these Standard Provisions.

A. Services by Consultant

Consultant agrees to perform all services hereunder, using reasonable skill and judgment in accordance with applicable professional standards. Consultant agrees to keep Client informed on its progress through periodic reports, and to maintain accurate records relating to its services for this Project.

Consultant agrees to provide, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of Client, the Basic Services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement for the Project.

B. Responsibilities of Client

Client shall provide and make available to Consultant for its use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the Consultant will remain the property of Client and will be returned upon completion of services.

Client shall make provisions for Consultant to enter upon public and private properties as required for Consultant to perform its services hereunder.

C. Extra Work

Client may desire to have Consultant perform work or render services other than those provided in the Scope of Work. This will be Extra Work. Consultant shall not proceed with Extra Work, until so authorized by Client. Payment for all work under this Agreement will be on an hourly basis plus

expenses in accordance with the attached Rate Schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. Time of Beginning and Completion

Execution of the Letter Proposal is authorization by Client for Consultant to proceed with the Work. The original Time of Completion is as noted in the Letter Agreement.

E. Payment

Unless otherwise provided herein, Consultant shall submit monthly invoices for the Work, Extra Work or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month. If any portion of, or an entire account remains unpaid 90 days after billing, Client shall pay all costs of collection, including reasonable attorney's fees.

F. Delays

If Consultant is delayed at any time in the progress of work by any act or neglect of Client or its agents, employees, or contractors, or by changes in the work, or by extended review by the Client, fire, unavoidable casualties, or by any causes beyond the Consultant's control, the time schedule will be extended for a reasonable length of time, and Consultant's compensation may be subject to

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renegotiation for increased costs due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

G. Ownership of Documents

All drawings, specifications, reports, records, and other work products developed by Consultant associated with this Project are instruments of service for this Project only and will remain the property of the Consultant whether the Project is completed or not. Consultant shall furnish originals or copies of such work product to Client in accordance with the services required hereunder. Reuse of any of the work product of Consultant by Client on an extension of this Project or on any other Project without the written permission of Consultant will be at the Client's risk and the Client agrees to defend, indemnify, and hold harmless Consultant from all claims, damages, and expenses, including reasonable attorney's fees, arising out of such unauthorized reuse by Client or by others acting through Client. Any reuse or adaptation of Consultant's work product will entitle Consultant to equitable compensation.

H. Insurance

During the services, Consultant shall maintain Workmen's Compensation and Occupational Disease Insurance in accordance with applicable laws and statutory limits; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate; and Professional Liability Insurance as detailed in Section P below. Upon request, Consultant shall provide certificates

of insurance to the Client indicating compliance with this paragraph.

I. Termination

Either Client or Consultant may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. Client shall within sixty (60) calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. Disputes

Any claim, dispute, or other matter in question between Client and Consultant, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between Client's representative and Consultant's Principal-in-Charge for the Project. Client and Consultant each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution, executive management representatives for Client and Consultant shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, Client and Consultant agree that all such unresolved disputes will be submitted to nonbinding mediation, then arbitration or litigation. Pending final resolution of the dispute, Consultant shall proceed diligently with the performance of Basic Services as described in Article

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A, as directed by Client and Client shall continue to pay the undisputed payments due to Consultant for such services in accordance with the Payment provisions of this Agreement.

K. Governing Law

Unless otherwise agreed in writing, this Agreement and the interpretation thereof will be governed by the law in the state the Project site is located, without regard to the principles of conflict law. Any filing of case, suit, or action related to this Agreement will be brought in such state.

L. Successors and Assigns

Client and Consultant each bind itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. Extent of Agreement

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein will be deemed to create any contractual relationship between Consultant and any other consulting business, or contractor, on the Project, nor obligate it to furnish any notices required under other such contracts, nor will anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. Notices

All notices and instructions given by either party to the other shall be in writing. Either party hereto will have the right to change its contact address by giving the other party written notice thereof.

O. Accuracy of Services

Consultant shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by Consultant, an error or omission is discovered within a reasonable time, Consultant shall be responsible for correction of any work which must be removed or altered to meet the Project requirements, provided Consultant is given a reasonable opportunity to make remedial recommendations and to correct the work itself.

In providing opinions of probable construction cost, Client understands that Consultant has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on Consultant's qualifications and experience. Consultant makes no warrant, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

P. Indemnification and Limitation of Liability

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold Client harmless from any damage, liability, or cost (including any reasonable

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attorney's fees) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of any subconsultants or anyone for whom Consultant is legally liable.

Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by Client's negligent acts, errors, or omissions and those contractors, subcontractors or consultants or anyone for whom Client is legally liable and arising from the Project that is the subject of this Agreement.

To the maximum extent permitted by law, Client agrees to limit Consultant's professional liability for Client's damages to the sum of **\$500,000**. This limitation will apply regardless of the cause of action or legal theory pled or asserted. Client specifically agrees that it has had the opportunity to negotiate this Limitation of Professional Liability clause and to accept or reject its inclusion herein.

Q. Compensation

The total compensation payable to Consultant under this Agreement, including fees, expenses, and miscellaneous expenditures, is as stated in the signed Letter Proposal or Letter Agreement for the Project and will not increase over the term of this Agreement for any reason without prior written approval of Client. However, the applicable standard billing rates under this Agreement may be adjusted by Consultant on an annual basis at the end of each calendar year.

R. Compliance With Laws – Accessibility

Consultant shall comply with all applicable federal, state, and local laws, codes, and regulations required as applicable to the services hereunder. Only as stipulated in the scope of services, Client acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA), Section 508 of the Rehabilitation Act of 1973, and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, as they apply to the Project, and only as stipulated in the scope of services. Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project, and Consultant shall, accordingly, not have any liability to the Client in connection with same.

S. Artificial Intelligence

Client understands and agrees that artificial intelligence (AI) may be used on the project. The parties agree that any AI-generated output produced under this Agreement shall be owned by the Consultant and may be used for the purposes outlined herein.