Bohannan Huston
great people supporting great communities

10303 East Dry Creek Road
Suite 250
Englewood, CO 80112

303.799.5103
bhinc.com

September 21, 2026

Charles C. Crum, P.E.
M.V.E., Inc.
chuckc@mvecivil.com
1903 Lelaray Street, Suite 200
Colorado Springs, Colorado 80909

Re: Proposal for Traffic Engineering Services
Trip Generation Letter for 2217 Janitell Road
El Paso County, Colorado

Dear Mr. Crum:

We are pleased to submit this proposal for a trip generation letter for the proposed Contractor Equipment Yard project located at 2217 Janitell Road in El Paso County, Colorado.

This proposal is based on information provided by Chuck Crum via email/phone on September 21, 2026.

TRIP GENERATION LETTER

Bohanan Huston (BHI) will perform trip generation calculations for the proposed 3.34-acre Contractor Equipment Yard located at 2217 Janitell Road in El Paso County, Colorado. Trip generation for this site will be calculated based on the rates provided in the trip generation rate estimate letter provided by M.V.E. dated November 15, 2023. These calculations will be summarized in a trip generation letter. The purpose of this trip generation letter will be to display to El Paso County that this development is below the threshold for requiring a Traffic Memorandum. This trip generation letter will be completed within two (2) weeks of receiving the proposed site plan.

If El Paso County requires additional traffic analysis these tasks can be completed under a new contract.

A. Additional Services

Any meetings, including public meetings, are not included as part of this proposal. If BHI staff are required to attend any meetings these will be billed at our hourly rate (see attached fee schedule).

FEE (LUMP SUM):

TRIP GENERATION LETTER	**$1,000**

If this proposal is acceptable, please sign in the space provided below and in the Standard Form of Agreement. This contract letter, the enclosed Standard Form of Agreement, and Fee Schedule constitute the contract. Please return the signed originals to this office and keep a copy for your records.

This proposal is subject to renegotiation if not accepted within thirty (30) days. If any portion of this scope extends in duration for more than one year from the date of acceptance, the contract is subject to renegotiation.

Should you have any questions please do not hesitate to contact me at (720) 587-2664.

Sincerely,

Jared Lee, PE
Senior Vice President

cc: Tyler Smith, PE, BHI

ACCEPTED: 9/30/26

BY _____
(Signature)

_____
(Printed Name)

TITLE _____

DATE _____

BOHANNAN HUSTON, INC.
FEE SCHEDULE HOURLY RATES
September 27, 2025

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	**$128**	**$143**	**$168**	**$188**	**$213**	**$248**	**$273**
SURVEYOR	**$128**	**$143**	**$168**	**$188**	**$213**	**$248**	**$273**
TECHNICAL MANAGER Project Manager, Data Scientist, Construction, IT	**$128**	**$143**	**$168**	**$188**	**$213**	**$248**	**$273**
PLANNER Community, Transportation	**$113**	**$123**	**$148**	**$168**	**$188**	**$218**	**$273**
DESIGNER Civil, Structural, Mechanical, Electrical, Survey, Geospatial	**$108**	**$118**	**$143**	**$153**	**$173**	**$193**	**$213**
PROJECT ADMINISTRATOR	**$103**	**$123**	**$148**	**$168**	**$188**	**$213**	**$233**
CONSTRUCTION OBSERVER	**$98**	**$103**	**$113**	**$118**	**$133**	**$148**	**$188**
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, GIS Tech, Graphics Specialist	**$88**	**$93**	**$113**	**$118**	**$133**	**$143**	**$158**
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	**$73**	**$83**	**$98**	**$108**	**$118**	**$143**	**$163**
ADMINISTRATIVE PROFESSIONAL	**$73**	**$83**	**$98**	**$108**	**$118**	**$123**	**$138**

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing and Binding - As invoiced at cost of labor and materials

Courier / Delivery Service - As invoiced by provider

Mileage - As published for the IRS Standard Mileage Rate

Per Diem - **Field personnel** in accordance with the latest GSA Schedule based on location of service

Travel - Office/Professional staff travel costs (Air, car, meals and lodging) will be billed at cost

Survey Equipment Charge - $33.00/Hour

Survey Material Charge - $7.00/Hour

GIS Equipment Charge - $25.00/Hour

sUAS Usage Charge - Rates shall be negotiated based on the requirements of the contract

Other Direct Project Expenses - At Cost

Overtime - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate

Expert Witness - Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court

Applicable Gross Receipts or Sales and Use Tax - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannan Huston, Inc.

Web/Data hosting fee **$ 1,295.00** per month

Web/Data hosting Setup **$5,000** per site

Bohannan Huston

BOHANNAN HUSTON, INC.
STANDARD FORM OF AGREEMENT
FOR
PROFESSIONAL SERVICES

CONTRACT NAME: Trip Generation Letter for 2217 Janitell Road, El Paso County, CO

DATE: 09/21/2026

ARTICLE 1. DEFINITIONS

Bohannan Huston, Inc. (BHI), whose address and telephone is 10303 East Dry Creek Road, Suite 250, Englewood, CO 80112, 303-799-5103 shall also be referred to as BHI for its subsidiaries. The Client M.V.E, Inc., whose address is 1903 Lelaray Street, Suite 200, Colorado Springs, Colorado shall be referred to as Client and shall refer to the party, partnership, corporation, or entity signing this contract.

BHI will furnish labor and/or materials for the property located in: 2217 Janitell Road, El Paso County, Colorado ("Property") pursuant to the terms and conditions of this contract.

ARTICLE 2. INVOICES AND PAYMENT PROVISIONS

The Client will be invoiced each month for work, which has been accomplished to the date shown on the invoice. Invoices are due and payable upon receipt. Questionable charges or errors on an invoice shall be brought to the attention of BHI within fourteen (14) days of the invoice date, or it is agreed that the charges are correct as invoiced. Disputed charges will be reconciled in a timely fashion and a revised invoice will be issued, if necessary. The revised invoice will be due and payable upon receipt. Invoices or portions of invoices unpaid more than thirty (30) days from the invoice date shall accrue interest at a rate of 1% per month until paid in full. The Client hereby agrees to pay all costs and expenses incurred by BHI including but not limited to reasonable attorney fees in pursuing collection of any sums not paid to BHI pursuant to the terms of this contract. BHI may terminate this contract if payment on any invoice not in dispute is not paid in full within forty-five (45) days from the date of the invoice. Fees invoiced are due whether or not the project is constructed. Portions of the fee that may be billed on a time and materials basis will be billed in accordance with the Fee Schedule in effect at the time the services are invoiced. Applicable Gross Receipts Tax will be added to all charges. Applicable fees for processing, permits, or review shall be paid by the Client. Additional provisions are as follows:

A. Oral or Implied Acceptance of Contract: This Contract has been forwarded to the Client prior to execution by both parties, and the Client understands that BHI may proceed prior to receipt of executed copy of professional services contract. Client's oral acceptance or authorization to initiate services shall be considered by both parties to constitute acceptance of all terms and conditions of this contract prior to formal execution.

B. Project Mobilization Fee/Retainer: BHI may require a mobilization fee or retainer prior to the commencement of work. The mobilization fee or retainer will be applied to project charges as they are incurred and invoiced.

C. Right to Renegotiate: BHI reserves the right to renegotiate this contract should project be halted for 30 days or more.

D. Lien Provisions: The Client warrants, acknowledges and agrees that it has secured legal rights to the property upon which the project will be built or that such right will be secured within sixty (60) days after signing the contract. The Client further acknowledges and agrees that non-payment of fees owned under this contract may result in a mechanic's lien being placed on the property upon which the project is/will be located, whether or not the design plans or development data have been used in actual construction. This contract constitutes proper notice to Client (if owner and/or original contractor), of Bohannan Huston, Inc.'s right to claim a lien in the event of non-payment in compliance with current state Statutes Annotated.

E. Stamp or Release of Documents or Plans Only After Payment: BHI will not stamp drawings with its professional seal for any phase of this project under the terms of this contract until all invoices billed up to that point in the project have been paid in full. BHI will, necessary, withhold release of documents or plans until all invoices billed up to that point have been paid in full.

ARTICLE 3. CONTRACT RENEGOTIATION

BHI reserves the right to renegotiate fee schedule rates annually for open-end hourly rate and time and materials contracts.

ARTICLE 4. CLAIMS

The Client acknowledges that BHI is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer, or employee of BHI in the execution or performance of this contract shall be made against BHI and not against such director, officer, or employee individually.

A. Professional surveying services: Pursuant to Section 61-23-27.9(D) NMSA 1978, BHI carries professional liability insurance coverage for surveying services in the amount of $2 million dollars per occurrence and $4 million dollars in aggregate.

ARTICLE 5. INFORMATION SUPPLIED BY CLIENT

Client certifies that any Client furnished information supplied to BHI is correct and BHI can rely on this information as being correct as a basis for BHI's work product. Furthermore, BHI will not assume any responsibility or liability for errors or omissions in Client furnished information.

ARTICLE 6. PROPRIETARY INFORMATION

The use of any plans or specifications prepared by BHI shall be restricted to the original site for which they were prepared. Reproduction, reuse, or alternation by any method, in whole or in part, is prohibited unless authorized in writing by BHI. Any unauthorized reproduction, reuse or alteration of documents relieves BHI of any responsibilities or liabilities whatsoever. BHI has the right to photograph any phase of this project, under the terms of this contract, and to use the photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials.

Drawings and specifications as instruments of service are and shall remain the property of BHI whether the project for which they are made is constructed or not. These drawings are not to be used by the Client on other projects, or extensions to this project, except by contract in writing and with appropriate compensation to BHI.

ARTICLE 7. FORCE MAJEURE

Should the services provided as a result of this contract result in construction of facilities, BHI in no way warrants or guarantees the performance of general contractor or subcontractors. BHI assumes no responsibility for the general contractor's or subcontractor's safety program (i.e., means, methods, techniques, sequences. schedules, or compliance with laws, rules, regulations, ordinances, codes, permits, or others).

BHI will not be responsible for delays or defaults in the performance of design services, which are beyond its control.

It is recognized that neither BHI nor the Client has control over the cost of labor, materials, or equipment; over the general contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions. Accordingly, BHI cannot and does not guarantee construction cost, nor has any fixed limit of construction cost been established as a condition of this contract.

ARTICLE 8. DESIGN AND CONSTRUCTION RELATED PROVISIONS

A. Engineer's Construction Phase Responsibilities: Unless specifically contracted for, BHI shall only answer questions, attend meetings, prepare correspondence, and make revisions to design documents prepared by BHI where such services are directly attributable to changes in construction field conditions. Any other requests for service to modify, change, or revise any plans or documents and attend meetings to coordinate or implement construction of the improvements will be billed on a time and materials basis, at BHI's usual and customary rate.

B. Opinion of Probable Construction Costs: BHI's opinions of probable Construction Cost provided for herein are to be made on the basis of BHI's experience and qualifications and represent BHI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since BHI has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, BHI cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by BHI. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator. BHI assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 9. SUCCESSORS AND ASSIGNS

The Client and BHI each binds itself, its successors, assigns, and legal representatives to the other party of this contract, and to the successors, assigns, and legal representative of such other party with respect to all provisions of this contract. Neither the Client nor BHI shall assign, set over, or transfer its interest, in whole or in part, in this contract without the prior written consent of the other, nor shall any act in derogation hereof at the option of the non-assigning party, render the written contract terminated.

ARTICLE 10. DISPUTES

BHI and the Client agree that claims, disputes, and other matters in question between the parties to this contract arising out of or relating to the contract or breach thereof first be attempted to be resolved by mediation. However, if mediation is not successful, then disputes shall be resolved by litigation, unless parties mutually agree to arbitration. Any lawsuit filed shall be filed in state court in the County of Bernalillo or federal court in the District Court of New Mexico.

ARTICLE 11. CONTRACT TERMINATION

This contract may be terminated for cause by the Client upon fourteen (14) days' written notice to BHI. In the event of such termination, BHI shall be immediately paid compensation for all services performed to the termination date. Upon payment thereof, any and all obligations and liabilities of the parties hereto shall terminate. This Contract and any modification thereof may be terminated by BHI with or without cause upon fourteen (14) days' notice and BHI shall be paid compensation for services performed up to the termination date.

ARTICLE 12. EXCLUSION OF DAMAGES

In no event shall BHI be liable to Client for any indirect, incidental, special, or consequential damages, regardless of the nature of the claim.

ARTICLE 13. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials may exist where there is no reason to believe they could or should be present. Bohannan Huston, Inc. and the Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. BHI and the Client also agree that the discovery of unanticipated hazardous materials may make it necessary for BHI to take immediate measures to protect human health and safety and/or the environment. BHI agrees to notify the Client as soon as practically possible should unanticipated hazardous materials be encountered.

The Client agrees to allow BHI to take any and all measures that in BHI's professional opinion are justified to preserve and protect the health and safety of BHI's personnel and public and/or the environment, and the Client agrees to compensate BHI for the additional cost of such work. In addition, the Client waives any claim against BHI and agrees to indemnify, defend, and hold harmless BHI from any claim or liability for injury or loss in regard to encountering any unanticipated hazardous materials. The Client also agrees to compensate BHI for any time spent and expenses incurred by BHI in defense of any such claim.

ARTICLE 14. SCOPE OF AGREEMENT

This contract and attachments represent the entire agreement with the client. Any change to the contract terms and conditions shall be modified only by a written modification executed by both parties. No oral or written representations, inducements, or understandings of any kind or nature may modify this agreement.

ARTICLE 15. JOBSITE SAFETY

Insofar as jobsite safety is concerned, BHI is responsible for its employees' activities on the jobsite, but this shall not be construed to relieve Client, the Owner, or any construction contractors from their responsibilities for maintaining a safe jobsite.

ARTICLE 16. INDEMNIFICATION

Client shall indemnify, defend, and hold harmless BHI, and hereby indemnifies BHI against, any and all claims, demands, causes of action, loss, costs, damages and expenses, including reasonable attorney's fees arising out of or in connection with injuries or death to any and all persons and damages to any property to the extent or sustained in connection with, or arising out of Client's negligence or negligence of any party for which Client is legally liable.

ARTICLE 17. SPECIAL PROVISIONS

Special provisions, conditions, modifications, and/or schedules, which may be required, are contained in attachments or exhibits to this contract.

BOHANNAN HUSTON, INC.	M.V.E, Inc.
CONSULTANT	CLIENT
APPROVED BY (SIGNATURE)	APPROVED BY (SIGNATURE)
Jared Lee	
APPROVED BY (PRINT NAME)	APPROVED BY (PRINT NAME)
Senior Vice President	
TITLE	TITLE
9/23/2026	
DATE	DATE

