

October 24, 2023

Aaron Muss
1565 CR103
Florence, CO 81226

ABOUT 3 ROCKS ENGINEERING

3 Rocks Engineering is a civil, structural, and transportation engineering firm with offices in Cañon City, Colorado Springs, and Buena Vista, CO. Our mission is to provide local engineering expertise to our neighbors by creating custom solutions for the communities we serve.

3 Rocks Engineering has assembled an excellent team of engineers and technical staff specializing in residential and commercial site development, municipal reconstruction, utility design, oil and gas industry civil support, hydraulics and hydrology, and structural inspections and design. Our team's diverse project experience gives us an edge when it comes to developing creative, collaborative, and integrated approaches to civil and structural engineering projects.

BACKGROUND INFORMATION

Austin Muss (the Client) is seeking to construct a private tactical training facility in Fremont County at 1565 CR103 in Fremont County. The work will include a few other surrounding parcels. The Client has proceeded with the Special Review Use (SRU) process with the county and needs help finalizing the site plan and the Traffic Impact Study. The Client has approached 3 Rocks Engineering (3 Rocks) for help with completing the documents. The Client has described the proposed features as a 140m x 1300m range, 3 Conex storage containers, an office with parking in a field, a pistol carbine range, an access road, some tents, a proposed 6000 sf pole barn, 3 – 2 story live fire shooting houses w rubber durablocks, and a porta-potty.

SCOPE OF PROJECT

Site Plan

3 Rocks will develop a site plan over an aerial background that depicts the items discussed in a meeting with the Client on October 18, 2023 that are listed above in the background information. 3 Rocks will ensure that the site plan meets any applicable county standards as listed in the checklist included in the Land Use Application. The plans will be stamped by a Colorado Professional Engineer.

3 Rocks will anticipate one (1) round of comments from the county.

3 Rocks assumes that a plat is available of the associated parcels, if not a surveyor will have to be subcontracted for additional fees.

Roadway Impact Analysis Form

3 Rocks Engineering will complete the Fremont County Roadway Impact Analysis form to support the Special Review Use permit. The site plan will accompany the RIA Form. Since there are no ITE land uses for a tactical training facility, and because this site is invitation only (not open to the public), the trip generation data provided by the client will be the basis of the impact analysis. 3RE will complete the form, stamped by a Colorado professional engineer, and submit to the County for review and approval. 3 Rocks will respond to any questions or comments from the County. No separate traffic report is included in this scope and fee.

Unforeseen County Requests

3 Rocks will assist with any other items required by the county for the SRU process at a time and materials basis at the prices listed in the “3 Rocks Engineering Professional Service Rates” towards the end of this document.

DELIVERABLES

The deliverables will be electronically signed and sealed drawings in a 24x36 PDF format as well as a filled roadway impact analysis form to be submitted by you to the city. We estimate that we can deliver these plans to you within 15 business days.

EXCLUSIONS AND ASSUMPTIONS

Please note that our proposal does not include the following:

- Architectural design such as energy requirements, waterproofing, finishes, insulation, doors or windows, fire resistance specifications
- Geotechnical engineering design such as slope stability
- Landscaping design
- Structural Engineering

PROJECT RECORD INFORMATION

Please read over the project information provided below and ensure that it is correct to the fullest of your knowledge before signing this document.

Client Information

Client Name: Aaron Muss
Phone: 732-832-1877
Email: aaronjmuss@gmail.com

Mailing Address: 1565 CR 103
Florence, CO 81226

Property Information

Address: 1565 CR103
Florence, CO 81226

Latitude: _____

Longitude: _____

Legal Description: _____

FEES

3 Rocks Engineering will complete and bill this work on a time and materials basis per the current fee schedule for an estimated design fee of:

\$4,730.00

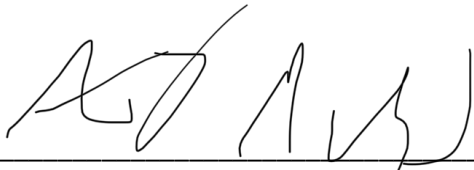
This proposal and design fee is valid for 30 days from the date listed on page 1 of this agreement. A time and materials estimate explicitly implies that the amount billed may be higher or lower than the estimated amount.

If you have any questions on this proposal or require any additional information, feel free to contact us.

Thank you,
Nathan Curtis, PE



Should you concur with this proposal, please sign and date the signature line below and return a copy to us. By signing this proposal, you agree to be bound by the attached Terms and Conditions. 3 Rocks Engineering is excited to work on this project and we thank you for the opportunity to provide this proposal.



Client / Authorized Representative Signature

TERMS AND CONDITIONS

10/25/2027
Date

1. 3 Rocks Engineering's Responsibilities

3 ROCKS ENGINEERING shall review regulations, laws, and codes related to the services being provided as defined above in "Scope of Project"; however, 3 ROCKS ENGINEERING's review of legal authorities should not be substituted for the legal review / advice of an attorney. 3 ROCKS ENGINEERING shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. Project manager's certification of the amounts due shall constitute a representation that to the best of the project manager's knowledge, information, & belief, the quality of the work is in accordance with the contract documents. 3 ROCKS ENGINEERING may review shop drawings "for the limited purpose of checking for conformance with information given & the design concept expressed in the Contract Documents." This review will not relieve the contractor, CLIENT, or manufacturer, from the responsibility for errors or deviations from the Contract requirements. "Contract Documents" include, but may not be limited to: Advertising for Bid, Instructions to Bidders, Bid, Agreement, General Conditions, Supplementary General Conditions, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.

2. Basic Agreement

3 ROCKS ENGINEERING shall provide, or cause to be provided, the services set forth in this Agreement, and CLIENT shall pay 3 ROCKS ENGINEERING for such Services as set forth in Paragraph 4. Execution of this Agreement by

CLIENT will be authorization for 3 ROCKS ENGINEERING to proceed with the Project, unless otherwise provided for in this Agreement.

3. Payment Procedures

3 ROCKS ENGINEERING will prepare a monthly invoice and submit the invoice to CLIENT. Should the fee for services be less than \$1,000.00 the invoice may be included in the next month's invoice. Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due 3 ROCKS ENGINEERING for services and expenses within 30 days after receipt of 3 ROCKS ENGINEERING's invoice, the amounts due 3 ROCKS ENGINEERING will be increased at the rate of 1.5% per month (18.0% APR) (or the maximum rate of interest permitted by law, if less) from said thirtieth (30th) day. In addition, 3 ROCKS ENGINEERING may, without liability, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until 3 ROCKS ENGINEERING has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. In the event any sum is not timely paid, 3 ROCKS ENGINEERING shall be entitled to the recovery of all costs of collection, including reasonable attorney's fees and expenses. In addition to any right and remedy conferred hereunder or by law, 3 Rocks Engineering shall specifically have the right to assert a lien on the property described above. CLIENT agrees that all Statements not objected to in writing within fifteen days of receipt are assumed to be final and binding upon the parties as to the amount due, the adequacy of 3

ROCKS ENGINEERING's performance and the value of the services provided to CLIENT.

4. Payment

Using the procedures set forth in paragraph 3, CLIENT shall pay 3 ROCKS ENGINEERING for the cumulative hours charged to the Project by each class of 3 ROCKS ENGINEERING's employees, following the standard hourly billing class rate on the Rate Sheet which is updated annually. In addition to all services performed on the Project the CLIENT shall pay 3 ROCKS ENGINEERING for all reimbursable expenses and 3 ROCKS ENGINEERING's consultants charges, if any. Fee adjustments shall be made accordingly for delays and interruptions not the fault of 3 ROCKS ENGINEERING.

5. Additional Services

If authorized by CLIENT, or if required because of changes in the Project, 3 ROCKS ENGINEERING shall furnish services in addition to those set forth above. Owner shall pay 3 ROCKS ENGINEERING for such additional services of 3 ROCKS ENGINEERING's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of 3 Rocks Engineering's employees times standard hourly rates for each applicable billing class per the current Rate Sheet plus reimbursable expenses and 3 ROCKS ENGINEERING's consultants' charges, if any.

6. Betterment

If due to 3 ROCKS ENGINEERING'S negligence, a required component or item of the Project is omitted from documents, 3 ROCKS ENGINEERING shall not be required to pay the cost of adding such an item or component. Additionally, in no event will 3 ROCKS ENGINEERING be responsible for costs or expenses that provide betterment or upgrades or enhance the value of the Project.

7. Termination

This Agreement may be terminated for convenience (i.e., with or without cause) on thirty (30) days' written notice. This Agreement may also be terminated for cause if either party fails to perform a substantial obligation herein (and such failure to perform is no fault of the other party) and does not commence diligent correction of such non-performance within five (5) days of written notice. On termination, 3 ROCKS ENGINEERING will be paid for all authorized work performed up to the termination date plus any related closeout costs such as organization of files, etc. If no notice of termination is given, relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this Agreement.

8. Insurance

3 ROCKS ENGINEERING shall secure and maintain throughout the full period of this Agreement, sufficient insurance to protect itself adequately from claims made by its employees under applicable Workers' Compensation Act and from claims of bodily injury, death or property damage as may arise from the performance of services under the Agreement. CLIENT must obtain its own insurance. 3 ROCKS ENGINEERING will provide certificates of insurance, upon request.

9. Opinions of Cost

When included in 3 ROCKS ENGINEERING's scope of services, opinions or estimates or probable construction costs are prepared based on 3 ROCKS ENGINEERING's experience and qualifications and represent 3 ROCKS ENGINEERING's judgment as a professional generally familiar with the industry. However, since 3 ROCKS ENGINEERING has no control over the cost of labor, materials, equipment, or services furnished by others, over CONTRACTOR's methods of determining prices, or over competitive bidding or other market conditions, 3 ROCKS ENGINEERING cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from 3 ROCKS ENGINEERING's opinions or estimates of probable construction costs.

10. Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

11. Successors, Assigns, and Beneficiaries

CLIENT and 3 ROCKS ENGINEERING each is hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and 3 ROCKS ENGINEERING, are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither CLIENT nor 3 ROCKS ENGINEERING may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

12. Severability and Waiver of Provisions

Any part or provision of this Agreement held to be void or unenforceable by law or regulation shall be deemed stricken, and all remaining provisions shall continue to remain valid and binding upon CLIENT and 3 ROCKS ENGINEERING. If such thing occurs, the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision as possible. Non-enforcement of any provision by CLIENT or 3 ROCKS ENGINEERING shall not constitute a waiver of that provision, nor affect the enforceability of that provision or the remainder of this Agreement.

13. General Considerations

The standard of care for all professional engineering and related services performed or furnished by 3 ROCKS ENGINEERING under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in similar locations. 3 ROCKS ENGINEERING makes no warranties, express or implied, under this Agreement or otherwise, in connection with 3 ROCKS ENGINEERING's services. 3 ROCKS ENGINEERING and its consultants may use or rely upon the design services of others, including, but

not limited to, contractors, manufacturers, and suppliers. 3 ROCKS ENGINEERING shall not at any time supervise, direct, or have control over any contractor's work, nor shall 3 ROCKS ENGINEERING have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. 3 ROCKS ENGINEERING neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between CLIENT and such contractor. 3 ROCKS ENGINEERING shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except 3 ROCKS ENGINEERING's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by CLIENT without consultation and advice of 3 ROCKS ENGINEERING. All design documents and reports prepared or furnished by 3 ROCKS ENGINEERING are instruments of service, and 3 ROCKS ENGINEERING retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. To the fullest extent permitted by law, CLIENT and 3 ROCKS ENGINEERING waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or

entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and agree that 3 ROCKS ENGINEERING's total liability to CLIENT under this Agreement shall be limited to \$50,000 or the total amount of compensation received by 3 ROCKS ENGINEERING, whichever is greater. The parties acknowledge that 3 ROCKS ENGINEERING's scope or services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If 3 ROCKS ENGINEERING or any other party encounters a Hazardous Environmental Condition, 3 ROCKS ENGINEERING may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition and warrants that the Site is in full compliance with applicable Laws and Regulations. To the extent that 3 ROCKS ENGINEERING is brought into any lawsuit regarding the Project by CLIENT or a third party (including any property owner, contractor, governmental entity, or subcontractor), CLIENT agrees to indemnify and hold harmless 3 ROCKS ENGINEERING for such suit and liability, including for any attorneys' fees and costs of litigation suffered by 3 ROCKS ENGINEERING or its insurers, except where liability (not including liability waiver herein by CLIENT) of 3 ROCKS ENGINEERING is proven in a court of law.

3 Rocks Engineering Professional Service Rates

Labor Category	Rate/ Hour
(P) Principal Engineer	\$175.00
(SPM) Senior Project Manager	\$198.00
(PM) Project Manager	\$176.00
(E4) Senior Engineer	\$165.00
(E3) Project Engineer	\$150.00
(E2) Design Engineer	\$135.00
(E1) EIT	\$121.00
(DT2) Advanced Design Technician	\$125.00
(DT1) Design Technician	\$110.00
(D4) Drafting Manager	\$108.00
(D3) Advanced Drafter	\$105.00
(D2) Intermediate Drafter	\$90.00
(D1) Drafter	\$77.00
(DO) Drafting Technician	\$55.00
(I) Intern	\$66.00
(A) Administrative Assistant	\$70.00

Effective 01/01/2023

Note 1: Classifications and job titles may change without notice. Full time, part time, network and/or contracted staff personnel will be invoiced at these rates for professional services. Charges for personnel are portal-to-portal. Personnel travel time will be invoiced at the standard hourly rate specified in this Schedule. Personal vehicle mileage will be invoiced at the maximum allowable rate published by the IRS.

All third-party project expenses are invoiced at cost plus 10%. Travel expenses (other than mileage) are invoiced at cost plus 10%. Air travel in the continental US is Coach Class invoiced at cost plus 10%.

International air travel is Business Class invoiced at cost plus 10%. All costs and reimbursable expenses in excess of \$50.00 will be substantiated by receipts and/or company records.

Note 2: Other professional service positions and rates may be added with prior written notice.

Note 3: All amounts due 3 Rocks Engineering LLC shall be payable upon presentation of an invoice which shall be rendered monthly unless other arrangements have been made.

Note 4: 3 Rocks Engineering reserves the right to suspend work or terminate this Agreement and charge 1.5% interest per month on invoiced amounts when invoices are thirty (30) days past due. All attorney fees, court costs, accrued interest and other interest and other collection costs incurred during collection procedures for delinquent accounts shall be paid to 3 Rocks Engineering LLC.