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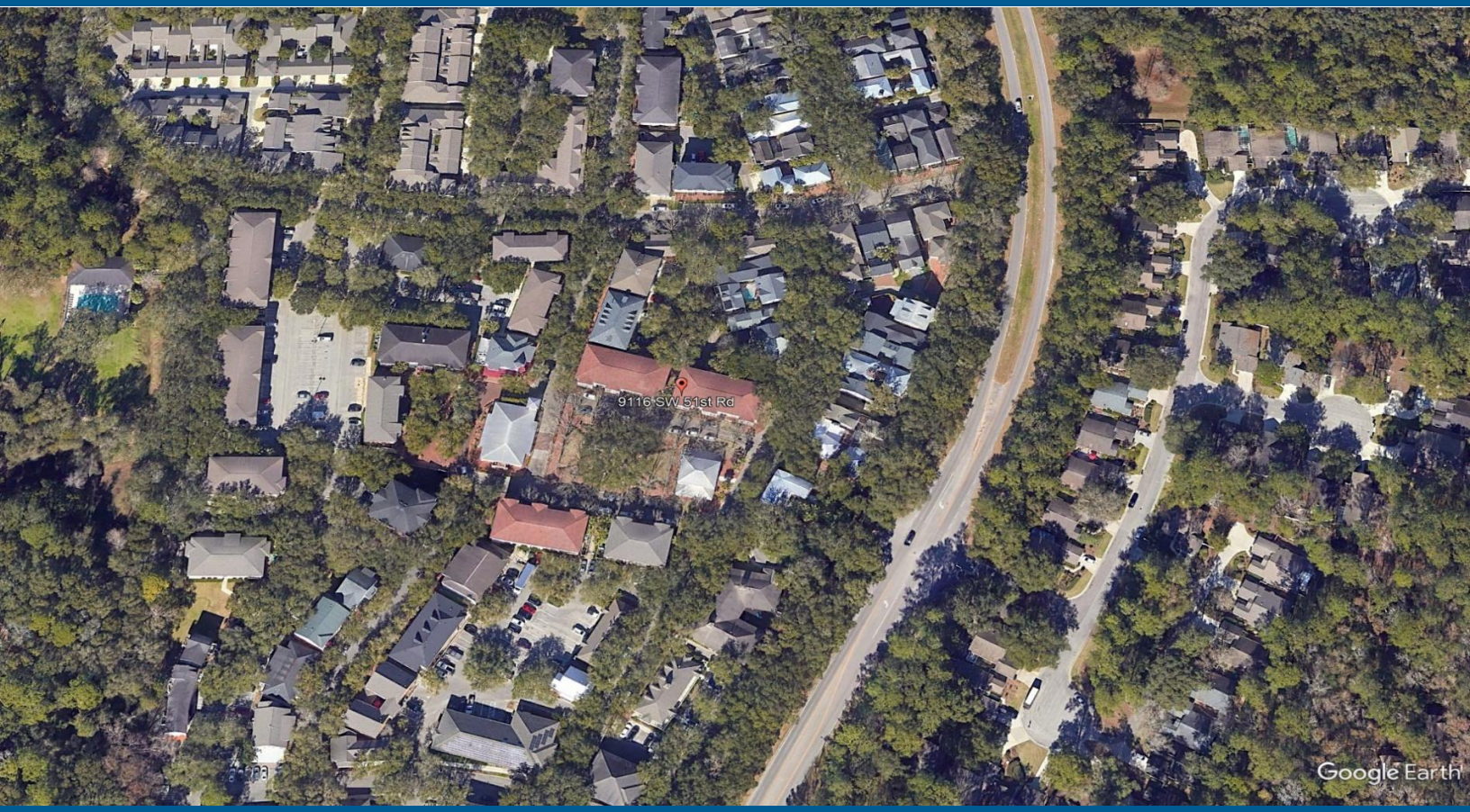
VILLAGE AT HAILE CONDOMINIUM – BALCONY RESTORATION DESIGN AND CONSTRUCTION MONITORING SERVICES

September 9, 2026

Prepared For:

VILLAGE AT HAILE CONDOMINIUM ASSOCIATION, INC.
c/o Haile Management
5230 SW 91 Drive, Suite C
Gainesville, Florida 32608

2026.191.367



NV5

10500 University Center Drive
Suite 230, Tampa, Florida 33612
Phone: 813.758.8185

2026-191-367

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September 9, 2026

Via email: (HaileVillage@hailemanagement.com)
Bobbie Jo Blackwell
Village at Haile Condominium Association, Inc.
c/o Haile Management
5230 SW 91 Drive, Suite C
Gainesville, Florida 32608

Re: Village at Haile Condominium – Balcony Restoration Design and Construction Monitoring Services
NV5 Proposal No.: 2026.191.367

Dear Board of Directors:

We appreciate this opportunity to provide you with professional consulting services for the above-mentioned project. We submit this proposal pursuant to your recent request. The following information defines our understanding of the project and is the basis for our scope of services:

Project Description

NV5 has been retained by **Village at Haile Condominium**, located at **9116 SW 51st Road, Gainesville, Florida,** to perform a visual assessment of the balcony structures throughout the community and prepare restoration drawings for the repair of observed deficiencies. The project is anticipated to include multiple buildings with similar balcony configurations. Services will include on-site evaluation of accessible balconies, preparation of balcony restoration drawings for each building, and development of engineering repair details associated with the balcony systems and adjacent building envelope components necessary to support the recommended repairs.

NV5 will provide the following Scope of Services:

A. **Balcony Restoration Design**

- Perform a site visit to visually assess accessible balcony structures at each building.
- Document observable conditions requiring repair or restoration.
- Evaluate observed conditions and develop engineering recommendations for balcony restoration.
- Prepare balcony restoration drawings for each building based upon conditions observed during the assessment.
- Develop engineering repair details for balcony systems and associated building envelope components affected by the recommended repairs.
- Prepare and provide one (1) signed and sealed set of construction documents suitable for contractor bidding and permitting purposes, as required. Revisions, supplemental drawings, permit review responses, redesign, or additional engineering services beyond the original drawing package are not included in this scope and shall be provided as Additional Services upon written authorization.

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B. **Construction Monitoring**

- Ensure approval of all required permits.
- Make on-site inspection, as needed for permitting and at significant milestones
- Inspect the status of the work versus the design specifications and the contract.
- Coordinate responses to all requests for additional information.
- Evaluate the need for any change orders, check scope and prices, and obtain approval.
- Inspect Completed work and approve final payment to contractor.
- The number of site visits may vary depending on the weather conditions and the contractor's schedule

Exclusions & Limitations

This proposal is limited to the services described herein and is based on conditions observed during the site assessment. Construction monitoring shall be provided as a separate service and billed per site visit. Revisions, redesign, permit review responses, supplemental drawings, or additional engineering services required following Client acceptance of the design documents, or as a result of unforeseen or concealed conditions, shall be considered Additional Services and authorized separately.

Fees:

Item	Description	Fee	Initial for Approval
A.	Balcony Restoration Design	$ 29,140.00	BB 09/22/26 10:51 AM EDT dotloop verified
B.	Construction Monitoring	$ 1,295.00 Per Site Visit	BB 09/22/26 10:51 AM EDT dotloop verified
	Additional Services (if needed)	TBD	

Project Timeline

The Scope of Work shall be completed within approximately **eight (8) weeks** following receipt of an executed proposal and completion of the site visit. If authorized, construction monitoring services shall be performed in accordance with the Contractor's schedule and during normal business hours.

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Authorization

All services will be conducted in accordance with this Proposal and the attached Terms and Conditions. To initiate services please have enclosed Proposal Acceptance Agreement completed and signed by an authorized representative of Client, where indicated and return a copy to my attention. Notwithstanding the foregoing, if you direct or request NV5 to commence services, you thereby agree with this Proposal and referenced Terms and Conditions- and agree to be governed and obligated by them -regardless of whether you return a signed Proposal Acceptance Agreement form.

The scope of services and fees outlined in this proposal are valid for one hundred eighty (180) days from the date of this document. If a contract is not authorized within that time frame, a revised proposal and contract will be required.

Note: Should any additional services, such as testing, analysis, or specialized work, be required during the course of the project, these will be addressed in a separate proposal. These services are not included in the current agreement unless specifically outlined.

The Consultant shall have no obligation to perform any work not expressly listed above or in a written amendment to this agreement, signed by all parties. All services are to be performed during normal business hours Monday - Friday 8am to 5pm.

NV5 appreciates the opportunity to be of service to you on this project. If you have any questions or require additional information, please contact Suzanne Perkins at your convenience.

Respectively submitted,

NV5, Inc.

Attachments Proposal Acceptance Agreement
NV5 General Forensics Terms and Conditions FL (Rev. 1-2023)
NV5 2026 Fee Schedule

Accepted and Agreed to This 22 Day Of September 2026.

NV5, INC.	Village at Haile Condominium Association, Inc.
Carter A. Nelson P.E., R.S. Principal Engineer – Forensics	Bobbie Jo Blackwell, for and on behalf of the Board of Directors dotloop verified 09/22/26 10:53 AM EDT 5O7S-OXNK-MUT0-UDKA Authorization Signature

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NV5 PROPOSAL ACCEPTANCE AGREEMENT

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PROPOSAL ACCEPTANCE AGREEMENT
NV5, INC.

Description of Services:	Engineering Services
Project Name:	Village at Haile Condominium Association, Inc.
Project Location:	9116 SW 51st Rd, Gainesville, FL 32608
NV5 Proposal No.:	2026-191-367
Proposal Date:	September 9, 2026

APPROVAL & PAYMENT OF CHARGES - *Invoices will be charged and mailed to the account of:*

Firm:_____

Attention:_____

Address:_____

Telephone:_____ Fax:_____

Billing E-Mail Address: _____

ACCEPTED BY:

AUTHORIZED SIGNATURE:_____

NAME AND TITLE:_____

DATE ACCEPTED:_____

PAYMENT TERMS: Payment is due in full net 30 days from the date of invoice.
(Remittance Address: PO Box 74008680, Chicago, IL 60674-8680)

PROPERTY OWNER IDENTIFICATION (If other than above)

Name:_____

Address:_____

Telephone:_____ Fax:_____

This AGREEMENT, the proposal, fee schedule, and General Forensics Terms and Conditions FL (Rev.1-2023) constitute the entire agreement between the client and NV5, and supersede all prior written or oral understanding.

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NV5 GENERAL TERMS & CONDITIONS

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NV5

GENERAL TERMS AND CONDITIONS

1. The Agreement. This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide services ("Services") in connection with the project ("Project") identified in the proposal ("Proposal"), consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

3. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

4. Intellectual Property & Work Product. (i) All processes, procedures, work product, materials, methodologies or services used or provided by CONSULTANT in connection with this Project was, shall remain, or will always be, the intellectual property of CONSULTANT. Nothing in this Agreement shall operate as a waiver of ownership or a sale of ownership of any CONSULTANT intellectual property. (ii) Client represents and warrants that Client owns and/or has the right to use the intellectual property that is contained in any instrument, report, media, drawing, design, submittal, or document that Client provides to CONSULTANT in connection with the Project, and that said Client-provided document does not and shall not infringe, misappropriate, or violate the intellectual property rights of any third-parties (iii) All documents including reports, electronic media, and drawings, prepared or furnished by CONSULTANT and its subconsultants pursuant to this Agreement are instruments of service in respect of this Project and CONSULTANT will retain an ownership and property interest therein whether or not the Project is completed. The Client may make and retain copies of such documents for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by the Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than the Client. Accordingly, the Client will, to its fullest extent permitted by law, defend, indemnify and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from any unauthorized reuse of the documents or disbursement by Client to third parties. If it is necessary to distribute any documents to an unrelated third party, both the third party and Client agree: (a) the third party is bound by all of the conditions and limitations of this Agreement and related documents; and (b) the third party is bound by all limitations of liability or indemnity provisions.

5. Risk Allocation and Limitation of Liability. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or $50,000 whichever is less. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

6. Resolution of Disputes. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the same State. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or services performed under this Agreement.

7. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

8. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State of Florida, and venue shall be in Broward County. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless

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in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

9. Billing and Payment. Client shall pay Consultant in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received when due. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables and suspend any and all services, including but not limited to expert witness services such as testifying at deposition or trial, unless and until payment is made by Client in accordance with this Agreement. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued.

10. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

11. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

12. Delays. Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

13. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

14. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

15. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

16. Entire Agreement. This Agreement represents the entire agreement between the parties. No other prior written or oral representations, negotiations, or discussions are part of this agreement. To the extent allowed by law, any agreement that is a part of the scope of Consultant services and incorporated by reference into this agreement shall be subordinated to the terms and conditions of this agreement where they conflict.

17. Insurance and Indemnity. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of Client or Client's Contractors and Subcontractors on the project. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage, including such coverage for any performance for Client, to insure and indemnify Consultant against claims for damages, and to insure compliance with Project requirements, including work performance and materials. Additionally, Client agrees indemnify, hold harmless, and defend Consultant for any and all liability, cost, expense (including reasonable attorney's fees, court costs, and expert witness fees) arising or resulting from any and all claims, demands, allegations of defects, judgments, losses or damages on account of injuries, disease, or death to any person, or damage to property, or any other type of loss (including economic loss or damage) in connection with the subject property and/or project. The foregoing defense obligation of Client shall trigger immediately upon notice of claim.

18. Scheduling. Consultant shall use commercially reasonable efforts to prepare its written reports for Client in a timely manner that is reasonable for the parties. Consultant's preparation of its written reports for Client shall be prepared to the Standard of Care in paragraph 2 without exception. Consultant shall use commercially reasonable efforts to be available for Client for meetings, mediations, arbitrations, or trials, but Consultant cannot guarantee their availability for events not known at the making of this Agreement.

19. Scope of Report. The opinions contained within Consultant's reports are limited to the information provided by Client at the time from which Consultant received information for review to the writing of this report. Consultant's preparation of reports may rely on information including, but not limited to, correspondence, drawings, specifications, contracts, adverse party documents, and other expert reports that were deemed accurate and authentic. Unless expressly stated in Consultant's reports, Consultant has not performed any calculations or engineering to test Consultant's hypothesis. Consultant's reports shall not be construed to indicate a course of action or be construed as a recommendation for remedial efforts unless expressly stated therein.

20. Testing and Probing. Unless expressly stated in Consultant's reports, Consultant has not performed any laboratory or field tests to confirm our analysis. Any field visits are limited to observation of areas accessible and exposed for viewing. Consultant makes no representations as to latent defects or to areas to which we are not provided access and, unless expressly stated therein, we have not taken any samples or exposed any areas in an attempt to expose any latent defects. Any probes into latent defects or damaged areas are not Consultant's responsibility, and Consultant cannot guarantee the accuracy of the probe sites. Any recommendations Consultant makes on probe locations are investigative in nature, and do not guarantee that taking a probe in a particular location will reveal a defect or facts that will aid Consultant in the formation of our opinion.

21. Limitations. Consultant's reports are prepared for Client and their client, and are not transferrable or assignable. The provisions of Consultant's reports does not imply that we are providing expert testimony for any litigation including answering interrogatories, answering questions in depositions, attending depositions, preparing exhibits for trial, providing expert testimony, or other litigation related services unless otherwise expressly stated in our service agreement. Consultant's reports shall not guarantee in any way the viability or safety of any structure, does not relieve the property owner of the responsibility for making repairs to the property, nor does Consultant's report relieve the property owner of the responsibility for ensuring that their building meets all applicable building codes or laws.

22. Legality. Consultant's opinion is limited to the design and engineering of the Project, and is not legal advice. Any statutes, building codes, or case law referenced by Consultant are not legal advice, and any analysis or conclusions that are stated herein are not conclusions of law that constitute unauthorized practice of law. Consultant's reports are assumed to be prepared at the request of an attorney, and Consultant assumes its Services to be attorney-client privileged as attorney work product as part of that attorney's investigation in preparation for litigation. Consultant's site visits, any testing, sampling, or recommendations for probing are not an attempt to spoil, destroy, or otherwise disturb potential evidence.

SITE EXAMINATION (If included in Consultant's Services)

23. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities. Client waives any claim against Consultant, and agrees to defend, indemnify,

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and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

24. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client, and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

25. Sample Disposal. Unless other arrangements are made, Consultant will dispose of all samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated samples may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

26. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

27. Concealed or Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a structure or site's concealed or subsurface condition, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that exploratory destructive testing, drilling and sampling may result in damage or contamination of certain areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of any exploratory activities. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

REMEDIATION (If included in Consultant's Services)

28. Prior Work. Consultant shall not be responsible for any work performed on the Project including, but not limited to, surveys, architectural design, engineering, testing, inspections, or construction ("Prior Work"). Client waives any claim against Consultant and further to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise from Prior Work.

29. Corrective Work. Consultant's recommendations for the performance of corrective work on the Project do not guarantee the correctness of the completed Project. Consultant is not responsible for the means and methods of construction, and makes no guaranty that Consultant's recommendations are properly implemented by any third party.

30. Unforeseen Conditions. Consultant's examination is for patent defects only. Any investigation, exploration, drilling, probing, or other investigative technique used to search for defects in not a guarantee that Consultant has discovered all latent defects in the Project. Consultant's recommendations for the performance of corrective work are limited to those areas which Consultant has discovered to be defective. Consultant makes no guarantee that all latent Project defects have been discovered.

31. Construction Monitoring. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

32. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

DESIGN SERVICES (if included in Consultant's Services)

33. Permits and Fees. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay governmental fees and charges which are necessary for Consultant to perform services pursuant to the terms of this Agreement. Client shall pay the costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this Agreement. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.

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34. Use of Documents. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports, electronic files or other documents prepared by Consultant which are not final and which are not signed and stamped or sealed by Consultant. Client acknowledges that all documents on electronic files, or drawings, reports and data on any form of electronic media generated and furnished by the Consultant, are not final plans or documents. Client shall be responsible for any such use of all non-final plans, specifications, drawings, cost estimates, reports, electronic files or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from a violation of this paragraph by Client. Client further agrees that final plans, specifications, drawings, cost estimates, reports, electronic files or other documents are for the exclusive use of Client and may be used by Client only for the project described in the Proposal and such use is subject to the terms and conditions of this Agreement. Such final plans, specifications, drawings, cost estimates, reports, electronic files or other documents may not be changed or used on a different project without written authorization or approval by Consultant. If signed check prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.

35. Conditions. Client acknowledges that the design services performed pursuant to this Agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 17.

36. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes. Additionally, If Consultant, pursuant to this Agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this Agreement, any additional office or field services thereby required shall be paid for by Client as additional services.

37. Construction. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction-phase work. If the contractor and/or subcontractors determine there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors and subcontractors shall notify Client so those deficiencies may be corrected by Consultant prior to the commencement of construction-phase work. If during the construction phase of the project Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph. Any extra work performed by Consultant pursuant to this paragraph shall be paid for as additional services. Client agrees to purchase and maintain, or cause Contractor to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional named insured as its interest may appear.

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2026 NV5 FEE SCHEDULE

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NV5

2026 FEE SCHEDULE

Project Principal, per hour	$	330
Senior Project Professional, per hour	$	280
Project Engineer, Project Estimator, Project Manager , per hour	$	220
Engineer, Project Scientist per hour	$	185
Scientist, Geologist, Engineering Technician, Estimator, per hour	$	160
Technician, per hour	$	120
Drafter, Project Coordination, per hour	$	100
Mileage	$	IRS Rate
Travel Expenses: airfare, hotel, rental car, fuel, tolls, parking, meals, etc	$	cost + 15%
Other Reimbursable Expenses- i.e., ladder assist, sub-consultants, equip. rental, etc	$	cost + 15%

Invoices are prepared based on a fixed fee or time spent by personnel assigned to the project at the completion of a task plus expenses, or monthly. Time charges are portal to portal. Time spent in connection with mediations, depositions, or trials is billed at the listed rate plus a fifty percent premium. Time spent in connection with services before, during, or after a disaster is billed at the listed rate plus a fifteen percent premium. NV5's invoices are due in full upon receipt. Fees are subject to change for services provided in subsequent calendar years.

Expertise Included:
Building Science
Civil/Structural/Geotechnical Engineering
Geology
Mold Assessor
Building Consulting

Additional Expertise Available (rates available upon request):

Architecture
Environmental
PFAS/PFOS Consulting
MEP and Fire Protection
Engineering
Scheduling
Program Management
Certified Safety Professional
Certified Industrial Hygienist
Licensed Asbestos Consultant
Roofing
Surveying
Fenestration
Opinion of Probable Cost
Restoration Projects
Waterproofing