



QUALITY

COMMUNICATION

CREATIVITY

Milestone Intrusive Testing Phase 2 Estimate

Village at Haile Condos

9116 SW 51st Rd, Gainesville, FL 32608

- Provide intrusive testing services at the direction of the onsite expert represented by NV5.
- This estimate includes the removal and the temp-in of materials at testing locations up to fifteen (15) testing locations per the milestone phase I report provided by NV5.
- This estimate includes all material and equipment requested by the on-site expert.
- An additional Estimate will be provided for putback/restoration once scope is provided by NV5.
- Supply and install the following temporary shoring at building A:
 - Up to eight (8) 4x4 posts – six feet on center.
 - Double 2x 14's for up to 30 feet of support.
 - Hardware or fasteners as needed for temporary support.
 - This estimate does not include removal or patch back from shoring install.



Price Not to Exceed: \$22,000.00

- Fifteen Testing Locations
 - Apply Temporary Plastic Over Testing Locations.
 - Port a Jon
 - 60-foot boom lift
 - 32-foot extension ladder
 - Temporary shoring installation.
-
- **This is an estimated price, if unforeseen arises, work will stop and written change order will be issued to client for approval before work will continue.**

Contract for Temporary Repair Construction Services

Property Name: Village at Haile

Property Address: 9116 SW 51st Rd, Gainesville, FL 32608

Date: 08/12/2025

I PARTIES

This Investigative testing construction services contract (“Agreement”) is made between client Village at Haile Condos, whose address is 9116 SW 51st Rd, Gainesville, FL 32608 from now on mentioned as “Client”. And Kennedy Richter Construction LLC whose address is 2157 Rich St Ste 301, North Charleston, South Carolina from now on known as the “Contractor”.

II SCOPE OF WORK

Contractor agrees to perform the following work: Provide equipment and labor support to perform DT on up to 40 testing locations for the Hidden Lakes Community.

III PAYMENT

For the Work described in the previous section the Client agrees to pay costs on a time and materials basis per the attached schedule of rates, which is fully incorporated herein by this reference. Payment is due within 30 days of client’s receipt of invoice. Client agrees to notify Project Manager of settlement or other case resolution. Contractor will issue a final invoice within 30 days of notification of settlement or other case resolution. The client is not responsible for amounts not billed within 30 days after notification to Project Manager of settlement or other case resolution.

IV DUE DATE

Work will be completed based on a mutually agreed schedule. “Completion” is defined by the fulfillment of the work described in accordance with industry standards and with the approval of the Client.

V TERMINATION

This Agreement is deemed terminated upon completion. Additionally, either Party may terminate this Agreement by providing a written notice to terminate this Contract in 10 days before termination.

VI ADDITIONAL TERMS AND CONDITIONS

- Payment requisitions submitted are due in 30 days.
- Contractor will notify Client of any changes reasonably necessary to accomplish the Work in the form of a written Change Order. Change Orders are part of this Agreement once signed by both Parties.
- All work is to be completed in a workmanlike manner according to standard practice.

- Either Party will be excused from any delay or failure in performance hereunder caused by any occurrence beyond its reasonable control for a period of time equal to that of the underlying cause of the delay.
- Contractors carry worker's compensation and general liability insurance. Contractor shall add Client as an additional named insured on the insurance policy for the Work. Upon execution of this Agreement, Contractor shall deliver certificates of insurance evidencing Client's designation as an additional named insured.
- Contractor shall deliver the Work to Client free and clear of all claims, liens, and encumbrances. Contractor shall indemnify, defend, and hold Client harmless from and against any and all such claims, liens, or encumbrances, pending or threatened, arising out of the Work.
- Any dispute arising out of this Agreement and/or the Work shall be resolved by final and binding arbitration using JAG. The venue for any such arbitration shall be Denver, Colorado. The Parties expressly consent to the personal jurisdiction of the state and federal courts of the State of Colorado. The prevailing party in any dispute arising out of this Agreement and/or the Work shall be awarded its reasonable attorneys fees and costs.
- The Parties warrant that they are fully authorized to sign this Agreement.
- This Agreement will be interpreted and enforced according to the laws of the State of Colorado and shall be construed according to its fair meaning, as if both Parties contributed equally to its preparation and drafting.
- This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.
- If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or enforceability will not affect the remaining provisions. The Parties will remain legally bound to such remaining terms and will strive to reform the Agreement in a manner consistent with the original intent of the Parties.
- No modification or assignment of this Agreement shall be effective unless in writing and signed by both Parties.
- This Agreement represents the full and final understanding of the Parties with respect to the subject matter hereof.

-STARTING WORK REPRESENTS ACCEPTANCE OF THIS PROPOSAL AND BINDS IT AS A CONTRACT.

All monies due are due as stated. Any monies unpaid 90 days after the due date will incur interest of 18% per annum.

Approval Signature

Signature

Signed by:

Bobbie Jo Blackwell, for BRD

26D314F0EBAC4A2...

Date

12/16/2025 | 9:55 AM PST

2024 INVESTIGATIVE TESTING RATE SCHEDULE

DIVISION MANAGER, per hour **\$80.00**

PROJECT MANAGER, per hour **\$60.00**

PROJECT SUPERINTENDENT, per hour **\$55.00**

PROJECT FOREMAN, per hour **\$50.00**

FIELD LABOR, per hour **\$45.00**

ADMINISTRATIVE SUPPORT, per hour **\$45.00**

OVERHEAD AND PROFIT **20 %**

NEGOTIABLE EXPENSES

Labor charges for travel outside of a two-hour radius of Wheat Ridge, CO

Airfare, fuel, hotel, meal costs for travel outside a two-hour radius of Wheat Ridge, CO

Kennedy Richter Construction – 4860 Ward Road Suite 200 Wheat Ridge, Colorado 80033 Kennedyrichter.com

*** These fees are subject to increase.**