



# **Project Proposal for**

# South Hill Station Lofts - Lexington, KY

Prepared for: Ryan Weddle, CentiMark Corporation

Prepared by: Kylie Hirchak, ShieldWorks

Date Prepared: October 16th, 2025

Proposal Reference #: 250129\_1CKH\_SouthHillStation\_LexingtonKY\_Rev2





### **Our Mission**

Harnessing the power of teamwork, experience, and expertise, we deliver peace of mind to our customers through unsurpassed service and exceptional quality.

### **Our Vision**

ShieldWorks will become the most trusted name in the temporary containment industry. Extraordinary customer service and unparalleled quality will be the hallmarks of our success.

## Our Customer Promise: Safe Smart Strong Together

**Safe**- We recognize the critical role of safety in our lives, the lives of our families, and the lives of our customers. We are committed to building safety into all aspects of our projects. All of our team members are minimum OSHA 10 trained and ALL of our dedicated crew leaders have OSHA 30 certifications. No one sets foot on a job without proper safety and process training.

**Smart** - We approach each project as an opportunity to design, innovate, and deliver the most effective solution for our customer. We don't offer the "stock" answers to your containment needs. Instead we rely on a company culture of integrity and honesty while drawing on our experience and knowledge to deliver exceptional quality and value to our Customers.

**Strong** - Our strength lies in doing the small things that others may consider unnecessary, while using a team approach to problem solving. We commit to doing right by drawing on more than 20 years of field experience. A knowledgeable, *dedicated Project Manager* will be available to you as needed for the duration of your project. **Together** - Family is where it all started...Family is what we strive to be daily...Together we can make a difference. All work will be completed by actual ShieldWorks Employees, trained and certified to do what we do! We *NEVER subcontract our services* under any circumstances!

shieldworks DUST & DEBRIS CONTAINMENT	136 Hud Rd Winchester, KY 40391 800-294-0694 www.shieldworks.com
Date: 10/16/2025	Proposal #: 250129_1CKH_SouthHillStation_LexingtonKY_Rev2
Customer: CentiMark Corporation	Job Location:  South Hill Station Lofts 222 Bolivar St
Ryan Weddle, Ryan.weddle@centimark.com	Lexington, KY 40508

Project Scope of Work:	Unit \$	Tax	Ext Price
Please confirm scope details and check the box for each selected option below.			
■ Scope Details for South Hill Station  ■ Up to 37,000 SF of Suspended Cover.  ■ The project encompasses a total of 37,000 square feet, including 30,400 square feet for the apartment rooms and an additional 6,600 square feet for hallways and stairwells.  ■ Installation and takedown will be conducted using ladders, which will be provided by Shieldworks. To protect your space from dust and debris, our installation method will involve taping to masonry block walls and stapling to drywall surfaces.  ■ Please note that while every effort will be made to minimize impact, the use of staples in drywall may leave small holes. Shieldworks does not provide drywall repair services and is not responsible for patching or repairing these holes upon project completion. We recommend coordinating with a qualified contractor for any necessary drywall repairs after takedown.  ■ Installation and Removal.  ■ ShieldWorks will Install IntelliShield. (IntelliShield is ShieldWorks' proprietary system which is Classified UL-723S for installation below sprinkler systems).  ■ ShieldWorks will Mechanically Attach the containment system to facility walls to ensure protection remains operational throughout the project.  ■ ShieldWorks recommends Mechanically Attaching to walls with various fasteners and Tape. Our standard procedure is to use Tapcons (for concrete walls). Self Tapping Screws (for Insulated Metal Panels) and Staples (for Drywall). ShieldWorks is not responsible for detachment at walls if the client requests Tape-Only).  ■ ShieldWorks will install protection Above Existing Facility Lighting.  ■ Ladders will be provided by ShieldWorks.  ■ Expected Removal Duration: (f) Consecutive Days.  ■ Expected Removal Duration: (f) Consecutive Days.  ■ ShieldWorks Team Members will remain 100% Tied off at all times when operating at heights, both in and out of the lift basket.  ■ Dumpsters will be provided by ShieldWorks.	\$104,040.00	N/A	\$104,040.00

#### Project Schedule, Scheduling Process, & Payment Terms

#### **Project Schedule:**

ShieldWorks is permitted to perform the installation on the following days of the week:

- Mo Tu We Th Fr Sa Su between the hours of TBD, (7) days per week, up to (10) hours minimum per day.
- -Estimated Time Frame to Complete the Installation: (11) Consecutive Days.
- -Estimated Time Frame to Complete the Removal: (6) Consecutive Days.
- -Estimated Total Installation Mobilizations: One..
- -Estimated Total Removal Mobilizations: One.
- -Additional Mobilizations that are required due to scope changes or damage caused by Others will incur a minimum charge of **\$1500** per mobilization plus any extra costs for labor, materials, and/or equipment.
- -No downtime has been included for equipment shutdown, scope change, or schedule delays.

#### **Project Scheduling Process:**

At the preliminary stage, depending on the probability of the project, we generally place your project on our calendar at your desired or estimated date you anticipate the commencement of our work. This is your *forecasted* date.

Project Schedule LOCK: At a minimum of 10 days prior to our team arriving at the job site, we require one of either a PO, a Signed Contract, or a Signed Proposal in order to LOCK your project on our schedule. The faster we receive any of those executed documents, the quicker we can guarantee your spot on our work schedule. Material ordering and site safety protocols will also be addressed at this time. Please be aware of potential delivery delays during our current economic realities.

We are typically **booked 4 to 6 weeks** in advance, however, we work diligently to adjust when possible. At times, our other clients are flexible enough with dates to allow us to squeeze a project into the schedule. Most times, collection of payment methods and pertinent project data from the client are the cause for delays in schedule locking during a fast-track attempt.

#### **Project Payment Terms:**

Customer agrees to pay a 15% deposit at least two weeks prior to commencement of installation or agrees to process and pay the invoice for materials within 15 days of delivery of materials to the site. For projects involving installation only, 100% of the total contract amount will be billed by the conclusion of the installation. For projects involving installation and removal of the containment, a total of 85%(which includes the 15% deposit or initial billing for materials) of the total contract amount will be billed by the conclusion of the installation. The remaining 15% will be billed following takedown/removal. Progress billing invoices due within **Thirty (30)** days of invoice date. No discount is available for takedown/removal by Customer or Others. Any area(s) deducted by the customer once the project has commenced will be billed at half the average price per SF for the deducted area. This pricing proposal is good for **60 days** from the date listed on this proposal.

## **Standard Terms and Conditions**

- 1. Per the terms of this entire agreement, ShieldWorks agrees to provide the services described herein at the location specified for the customer listed.
- 2. Any and all taxes not included above, must be added, where applicable, to this proposal.
- 3. Any changes to the Scope listed in this proposal will have an impact on the estimate and require a price adjustment.
- 4. Schedule and time estimates are based on performance averages across projects of similar nature. This project could take more or less time than expected. Our schedule is typically booked 4 to 6 weeks out at any given time. Additional service charges may apply if expedited service is requested.
- 5. Customer agrees to provide power and a reasonable location, in proximity to our work, for recharging and storage of lift equipment. Customer also agrees to accept delivery of lift equipment and materials prior to the start of each mobilization.
- 6. High Structure Cleaning Unless otherwise noted and agreed to in this document's Scope, cleaning of the horizontal surfaces above the installed level of the protection system is NOT included. HSC- Air Wash consists of lightly blowing off most of the loose roofing debris from the easily accessible horizontal surfaces during the removal process. HSC-V uses vacuums to remove the loose debris from the easily accessible horizontal surfaces. In either case, HSC addresses dust and debris laying on easily accessible horizontal surfaces generally no greater than 2 feet above the installed level of the Protection System. Grease / adhered grime or areas of non-roofing debris build up will not be removed by either HSC method nor is either method considered "White Glove Clean."
- 7. In making it's inspections, Customer should be aware that: (1) the temporary ceiling containment is not designed to be watertight at the seams and penetrations; contain, limit, or prevent the infiltration of liquids, or be overloaded; (2) the is intended to hold no more than 10 pounds of light dust and debris per 100 square feet; and (3) The partition walls are intended to withstand no more than 10 mile per hour winds unless otherwise specified. ShieldWorks exterior containment solutions are intended to withstand no more than occasional wind gusts of 45 miles per hour. Air pressure from doors, exhaust fans, machinery or ventilation systems may impact the performance of the Protection System. All potential air pressure changes need to be operated before the ShieldWorks crew leaves to avoid additional charges.
- 8. This proposal is accepted by allowing ShieldWorks to deliver materials or begin work at the site whether this document is signed or not and all conflicting terms are rejected. ShieldWorks reserves the right to withdraw the offer outlined in this document if this contract is not accepted within 60 days of the date that appears on Page 1. Acceptance of this proposal after 60 days may require pricing adjustments. ShieldWorks shall not be bound by the terms of documents not provided to ShieldWorks for review prior to Customer's acceptance of this proposal. ShieldWorks hereby objects to any and all terms that are different or additional regardless of how such different or additional terms are stated in Customer's acceptance of this offer.
- 9. Customer agrees to provide or assist in providing unrestricted site access for ShieldWorks to perform the installation of the protection system. Customer agrees to keep the job site safe, ready, and available for ShieldWorks to complete the work, including moving equipment and materials. Should Customer cause delays under this provision, Customer agrees to pay reasonable idle man charges of \$110.00 per man, per hour, including extras that ShieldWorks may incur, such as equipment rental and lodging.
- 10. Changes, alterations, or extras to the scope of work required by any public body, municipality, or inspector constitute an extra and shall be paid for in the same manner as any extra provided herein.
- 11. Removal of fasteners, screws, and tape may cause minor damage to surfaces and may leave visible marks. Customer agrees that ShieldWorks is not responsible for repair of minor damage, unless otherwise agreed to in this contract. Further, Customer agrees that ShieldWorks is not responsible for damage to any flooring caused by the use of heavy lift equipment. ShieldWorks will not drive lifts on carpeted flooring; ladders shall be used in carpeted areas.
- 12. If any material other than our UL Listed and Approved IntelliShield product is approved by Customer for use within the Customer's facility, the normal operation of the fire sprinkler system may be impaired. During that time, the Customer is responsible for establishing a fire sprinkler impairment procedure consistent with the recommendations of the National Fire Protection Association and the Customer waives all rights and claims for damages against ShieldWorks, its agents, subcontractors, and employees relating to any potential impairment of the Customer's sprinkler system should the Customer fail to do so. It is the obligation of the building owner to contact applicable local governing officials.
- 13. For the duration of this Agreement, ShieldWorks will maintain general liability insurance for Bodily Injury, Personal Damage and Workman's Compensation as required by state law. As long as this contract remains in force, Customer agrees to maintain the insurance coverage for liability, property, and Workman's Compensation required by state law. In addition, Customer shall notify its insurer(s) about the installation of the Protection System and update its policies as necessary. If Customer requests that Customer, property owner, tenant, and/or those reasonably related to the project be named as "Additionally Insured" under ShieldWorks' liability policy, Customer should make this request to ShieldWorks in writing. Should there be any cost associated with this request, ShieldWorks shall pass these costs along to the Customer. Certificates of Insurance will be provided to each party upon request.
- 14. Customer must notify ShieldWorks of the existence of any asbestos and/or hazardous materials on the job site. ShieldWorks will not disturb, remove or abate asbestos and/or other hazardous materials, should asbestos or any other hazardous materials be discovered during the course of work under this Agreement. Upon the discovery of asbestos or any other hazardous materials, ShieldWorks will stop work until the job site is made safe for the working force. Stopping work under this provision will not be considered a breach of contract. The responsibility for and costs associated with removal or abatement of asbestos and/or any other hazardous materials found at the job site, including, but not limited to, re-mobilization of the working force, consequential costs, claims, injuries and/or damages rest exclusively with Customer.

- 15. ShieldWorks agrees to be responsible for direct physical loss and damage arising from its negligent acts or omissions but not for punitive damages, consequential, and/or purely economic losses arising out of or relating to the work of this agreement including, but not limited to loss of use, loss of rents, and loss of income or profits.
- 16. All terms shall be strictly enforced and no conduct of ShieldWorks shall be construed as a waiver of any term or condition of this Agreement.
- 17. ShieldWorks and Customer waive all rights against each other and any of its subcontractors, agents and employees, of each of the other, for damages caused by fire or other perils to the extent covered by any policy or property insurance, except such rights as either may have to proceeds directly as an insured. This waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 18. To the fullest extent allowed by law, ShieldWorks will indemnify and hold harmless Customer, Customer's agents, and employees against any claims, losses, damages, and expenses arising out of or resulting from ShieldWorks' work under this Agreement and caused by ShieldWorks' negligent act under this Agreement, but only to the extent that such claim, loss, damage or expense is caused by the negligent act of ShieldWorks, a subcontractor, or agent of ShieldWorks.
- 19. Customer agrees that ShieldWork's refusal to perform due to lack of payment shall not be construed as a breach of this Agreement. Any notice of claim for damages against ShieldWorks shall be made in writing within sixty (60) days of substantial completion of the work of this Agreement and any causes of action against ShieldWorks arising out of this Agreement shall be commenced within one (1) year of substantial completion of the work of this Agreement, otherwise such claims shall be waived. Substantial completion of the work of this Agreement shall be deemed to occur upon removal of the Containment System or upon the final billing for services under this Agreement.
- 20. Customer Agrees to reimburse ShieldWork's reasonable costs and attorney's fees incurred if ShieldWorks engages an attorney to enforce its rights against Customer under this Agreement.
- 21. The Parties agree that no waiver of a condition or performance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver. Any other attempted waiver shall be void.
- 22. No party under this Agreement may assign its rights or responsibilities to another without agreement between The Parties. Any attempted assignment shall be void. No assignment will relieve the Customer of its previously accrued obligations under this Agreement.
- 23. This contract is the result of an arm's length negotiation between the parties. The parties agree that the original contract terms and those added by Addendum will not be construed against the drafting party.
- 24. Customer agrees to keep all information about this Agreement and ShieldWorks' methods and processes confidential and will not disclose any such information to third parties except as necessary to fulfill the obligations of this Agreement or an order of the court. Customer agrees that this confidentiality agreement shall survive the termination or natural end of this Agreement and that this obligation can be enforced by injunction without the need to prove damages or post bond.
- 25. This document (Agreement) is the entire understanding and agreement between the parties regarding this subject matter. All negotiations between the parties, including written change orders signed by ShieldWorks, are merged into this Agreement. There are no representations, warranties, covenants, understandings, or agreements, oral or otherwise, in relation to this subject matter other than those incorporated into this document. If other documents have been included in the Agreement between the Parties by a subsequent, concurrent, or previous written agreement, the Parties agree that this document is integrated as a contract document regardless of any language to the contrary in Customer's acceptance and/or other documents between the Parties. If Customer desires that ShieldWorks be limited or obligated by the terms of an agreement between Customer and Others, this proposal shall be construed as a formal request for a copy of any and all such agreements prior to ShieldWorks' acceptance, in writing only, of any terms that are different or additional from those stated herein. ShieldWorks shall not be bound by the terms of documents not provided to ShieldWorks for review prior to Customer acceptance of this offer and rejects any and all terms that are different or additional regardless of how this document is referenced in and/or how such different or additional terms are stated in Customer's acceptance of this offer.
- 26. The laws of the Commonwealth of Kentucky, without giving effect to the principles of conflict of laws, shall govern all matters arising under this Agreement, including construction, interpretation, and enforcement.

How do you Process Invoicing? Please Circle and Fill the Applicable Field: (Note: Payment method	s are required prior to ShieldWorks beginning work)
A. Direct Billing to: Company	
Address	
Contact	
Phone	
Email	
<b>B</b> . Purchase Order Processing. (Invoicing Path Reference in PO.)	
C. Contract Referencing Scope AND Pricing (proposal attachment). (Invoicing Path Referenced in Contract.)	
D. Contract Referencing Scope AND Pricing AND PO. (Invoicing Path Referenced in Contract and/or PO.)	
Do you require COI? Yes No	
Do you require W-9? Yes No	
Authorized Representative of ShieldWorks:	Date:
Authorized Representative of Customer:	Date:

