



**JOINT WORK SESSION MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL AND PARKS &
HISTORIC PRESERVATION
COMMITTEE
300 NORTH NEW BALLAS RD
JANUARY 27, 2025
6:00 PM**

CALL TO ORDER

ROLL CALL

DISCUSSION ITEMS

1. Lake School House

Summary: Joint work session with the Parks and Historic Preservation Committee members to discuss the current status and future of the one-room school house.

ADJOURNMENT

Pursuant to Section 610.022 RSMo., the City Council could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. And/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.

Posted by: _____

Date/Time posted: _____

If you need special accommodations to attend a meeting, services may be arranged by contacting the Office of the City Administrator in advance.



MEMORANDUM

Date: January 21, 2025
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC:
Subject: Lake School House

This memo summarizes the events leading up to the joint work session on January 27, 2025, which will address the decision of whether to keep or remove the one-room school house within Lake School Park. The discussions included input from the Parks and Historic Preservation Committee (PHP), local families who have contributed items to the school house, and other concerned parties who have expressed interest in preserving the structure.

PHP Recommendation #1

The PHP committee began discussions about the school house in early 2022. The committee recommended conducting a structural evaluation to assess the building's condition, identify necessary repairs, and improve accessibility for visitors. Following this recommendation, the City Council directed staff to have the building evaluated and obtain an estimate for repairs.

Evaluation and Cost Findings

On February 13, 2023, Staff entered into a contract with Blaes Architects to conduct a structural evaluation of the building and provide an estimate for repair costs. The final report confirmed that the building's structure was sound, with no immediate risk to visitors. However, it outlined that repairs required to make the building suitable for public access would amount to an estimated \$257,485.

The general scope of work includes:

- Installation of gutters
- Replacement of all doors, windows, and shutters
- Replacement of all trim work
- Reconstruction of the failed front porch
- Minimal structural repairs
- Addition of a new set of steps to the back door
- Groundwork to divert water from undermining the front of the building
- Installation of an ADA-compliant sidewalk

These improvements aim to ensure the building's safety and accessibility for the public.

PHP Recommendation #2

At the PHP meeting on August 16, 2023, the committee reviewed the evaluation and cost estimate. After extensive discussion, the committee expressed concerns about the high cost of repairs, the lack of scheduled programming for the school house, and the need for funding elsewhere, particularly for the Tappmeyer House. Based on these factors, the committee voted to recommend to the City Council that the school house either be removed or donated.

City Council Approval – Removal of the School House

On August 26, 2024, staff presented an update on the Lake School House to the City Council. Efforts to relocate the school house to another property were unsuccessful. While the Chesterfield Historical Society expressed interest, they were unable to secure funding to move the building. Subsequently, staff obtained four demolition quotes, with the lowest bid from Bellon Wrecking for \$20,200 to demolish the school house and restore the site. The agreement was signed on August 28, 2024.

Project Pause

Subsequently, City Council decided to place the demolition project on hold following citizen comments and concerns about demolition. The Council directed staff to further investigate the costs associated with repairing the structure and allow newly elected members to review the project.

Public Comments

The city has received feedback regarding the potential removal of the school house from the park. Four emails were submitted expressing concern over the removal, and two individuals attended a PHP meeting to voice their opposition.

Staff engaged in a phone conversation and an on-site meeting with Tom McLaughlin and Karen Bruns, the family that provided many of the items inside the school house. During these discussions, the family expressed their concern about the removal of the school house. Tom McLaughlin, owner of Pinnacle Construction, offered to collaborate with the city to complete any necessary work at a reduced cost, potentially providing free labor if feasible. While his bid did reflect this offer, no formal commitment has been made as of yet.

Karen Bruns had initially offered to assist with volunteer efforts, open houses, and fundraising events; however, due to family commitments, she is no longer able to fully commit to these initiatives. She remains willing to help if her availability allows, but cannot guarantee participation at this time.

Project Cost Estimates

Staff secured two additional construction companies for cost estimates. Pinnacle Construction's cost relies on some of the labor to be donated if possible and United Construction is the company who built the new Police Station. The updated estimates are as follows:

- Blaes Architects: \$257,485
- Pinnacle Construction: \$216,635
- United Construction: \$310,000 - \$350,000

While ongoing maintenance would be minimal in the first five years, significant long-term maintenance would include roof replacement, painting and inside work.

School House Usage

Staff has contacted several local schools to gauge interest in using the school house. While responses have varied, the following updates are available:

- Parkway School District: Not interested, as they would require a larger facility to accommodate field trips of 100+ students.
- Our Lady of Pillar: Conversations ongoing.
- Visitation Academy: Conversations ongoing.

- Immacolata: Conversations ongoing.
- Wilson School: Can accommodate up to 20 students once per year.
- Ladue School District: Conversations ongoing.

The PHP members discussed the potential for hosting monthly open houses, special events, educational seminars, and workshops. One PHP member has volunteered to serve as the docent for school house tours and to coordinate volunteers.

PHP Recommendation #3

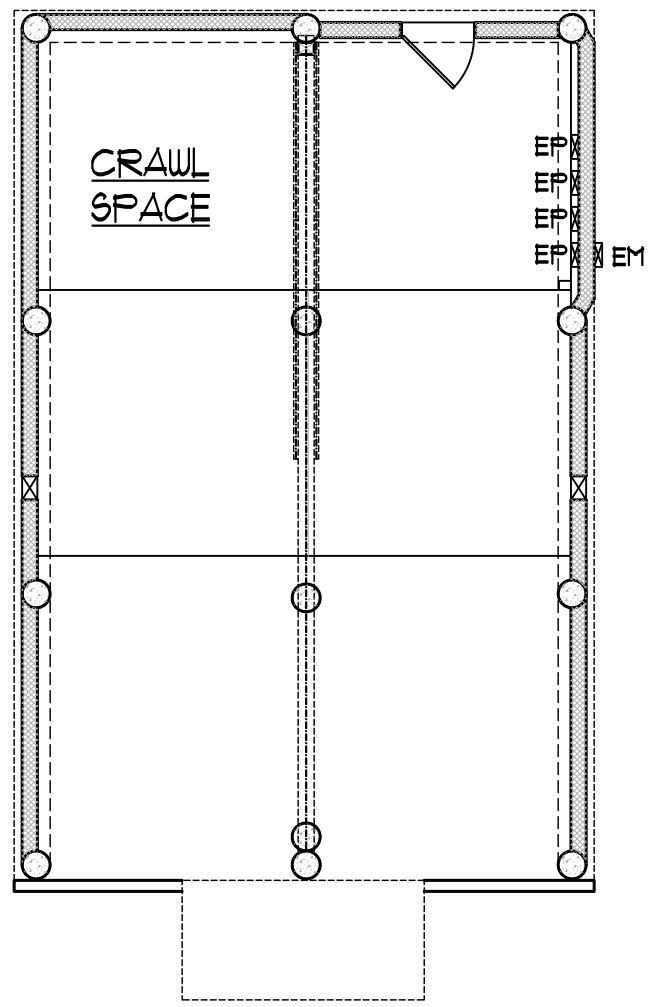
After several months of discussion and considering additional information gathered by staff, the PHP voted to recommend keeping the school house. The vote was 3 in favor, 2 against, with 3 absent. This recommendation is based, in part, on the possibility of using funds from the sale of Fountain Park to finance the repair project. This decision marks a shift from previous unanimous votes and highlights the divided opinion within the committee.

Next Steps

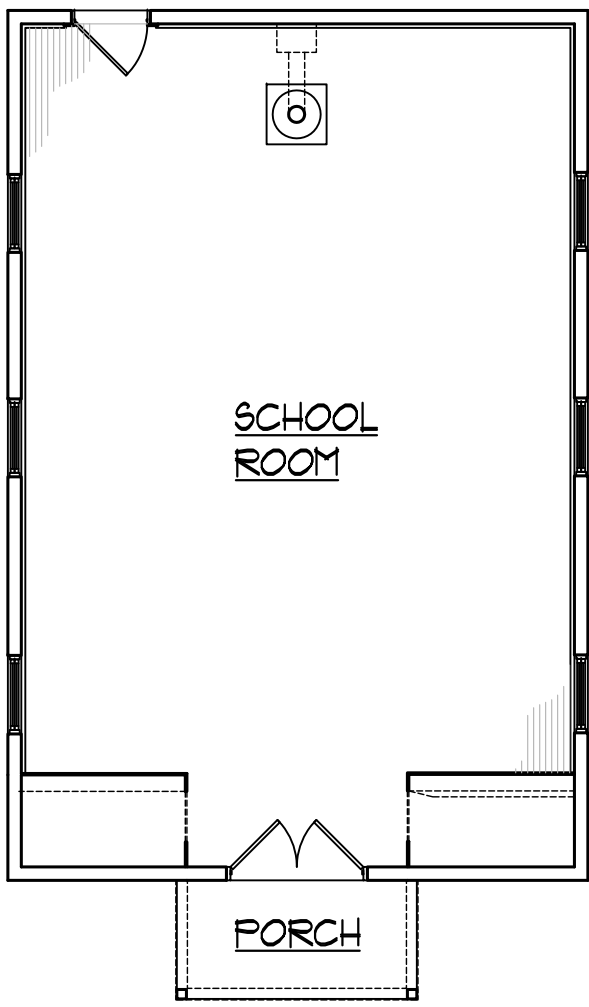
At the upcoming joint work session on January 27, 2025, the City Council and PHP will discuss the future of the Lake School House. Staff seeks direction from the City Council on how to move forward with this project.

For your consideration:

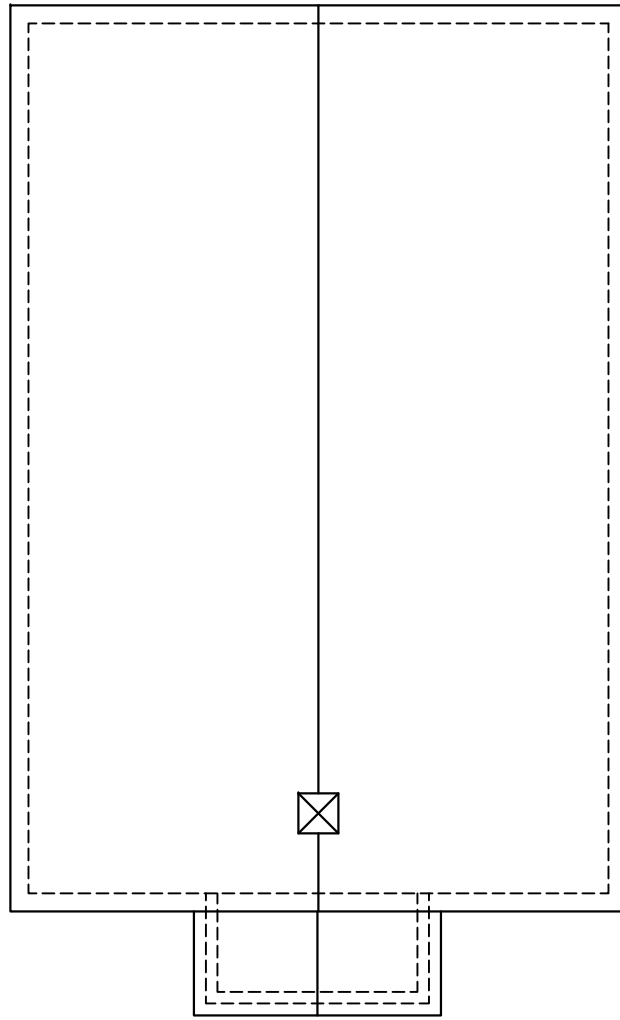
- Cost estimates for repairs
- Public interest and potential usage
- Available funding options (e.g., sale of Fountain Park)



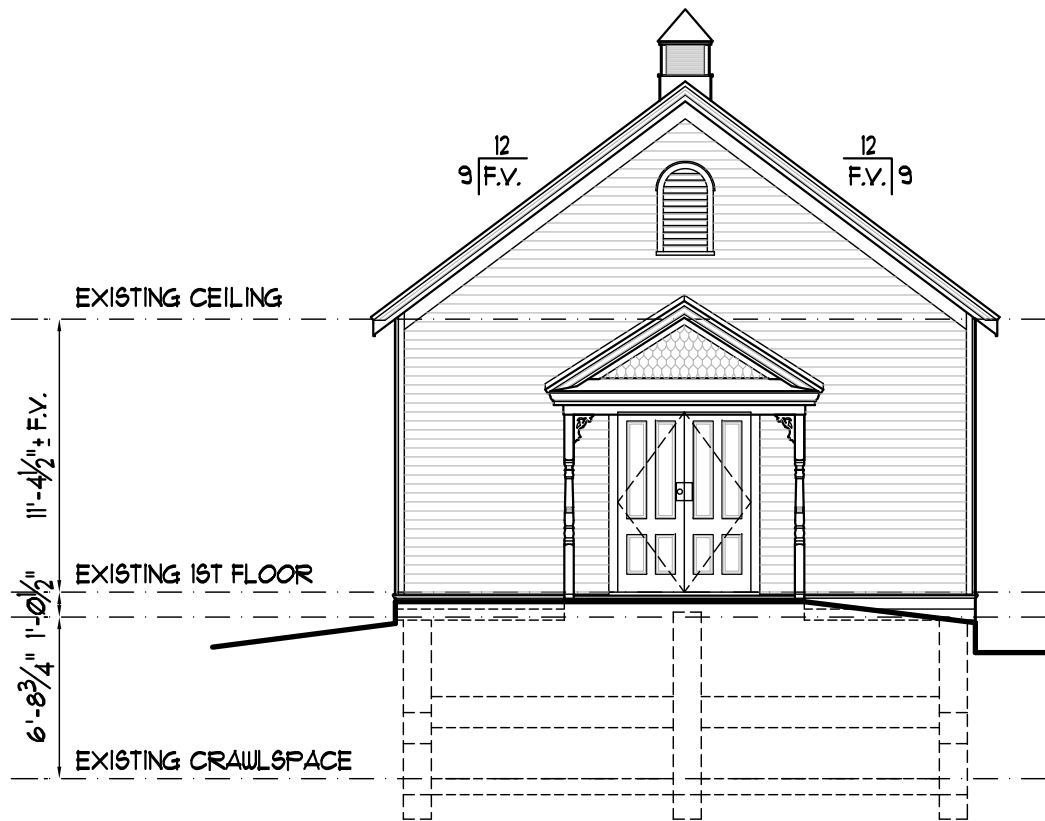
 CRAWLSPACE PLAN
1/8" = 1'-0"
PLAN NORTH

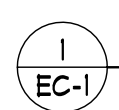


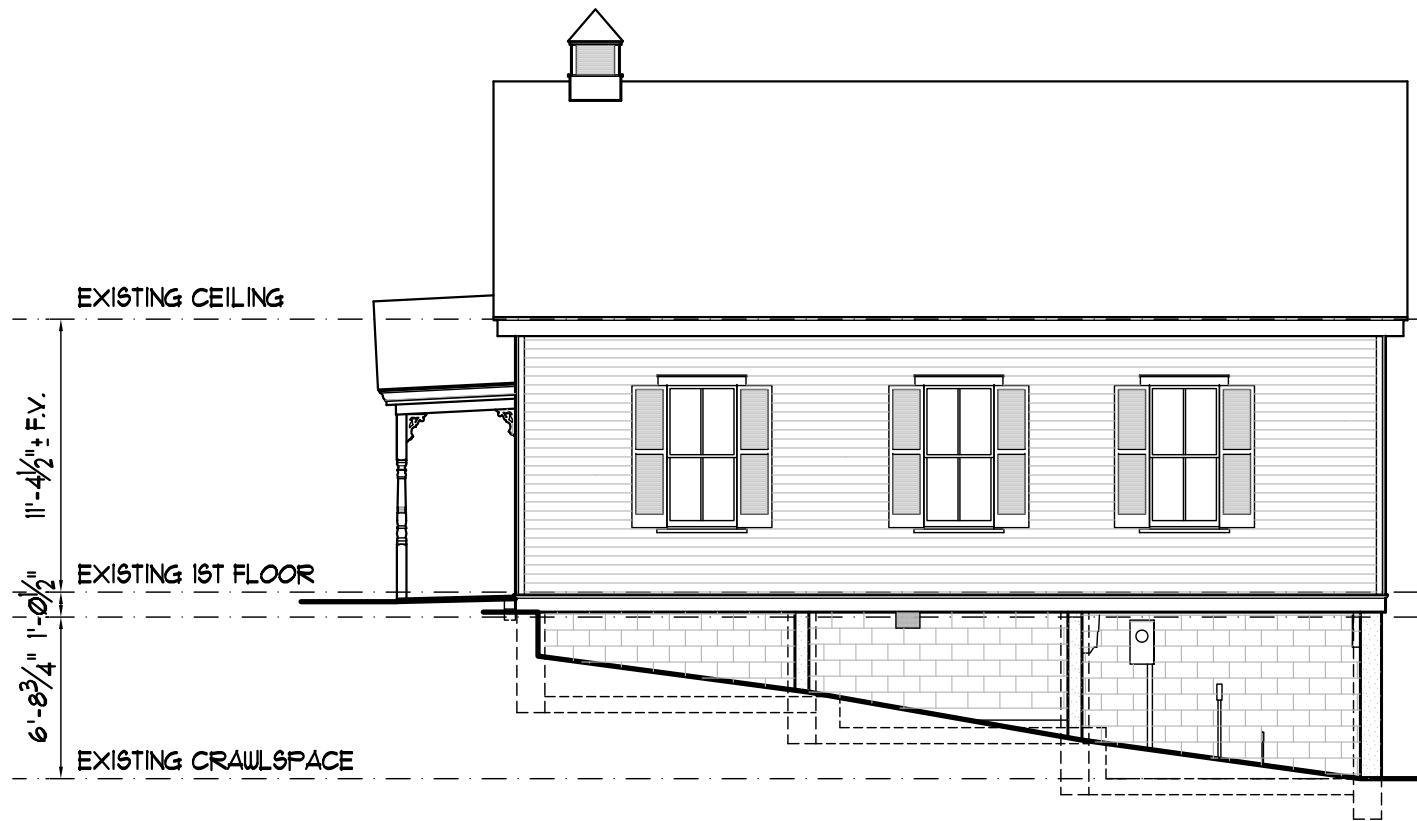
 FIRST FLOOR PLAN
1/8" = 1'-0"
PLAN NORTH

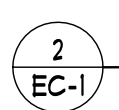


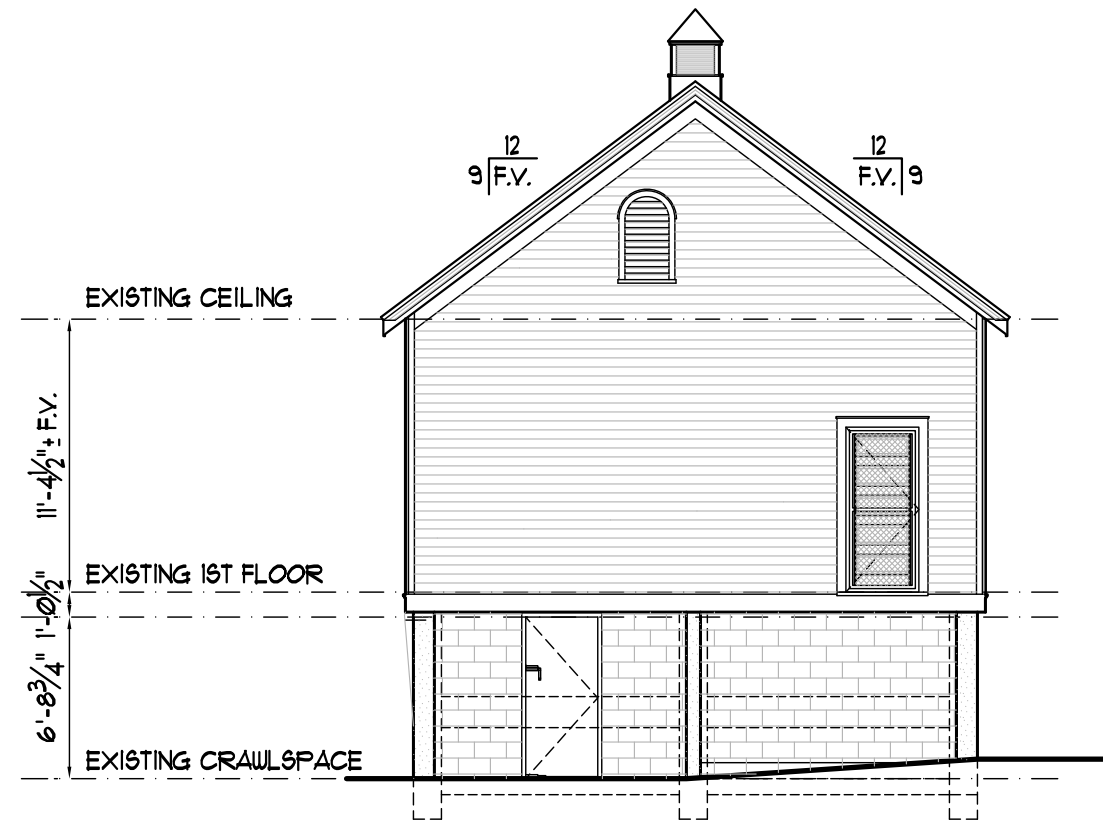
 ROOF PLAN
1/8" = 1'-0"
PLAN NORTH

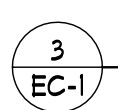


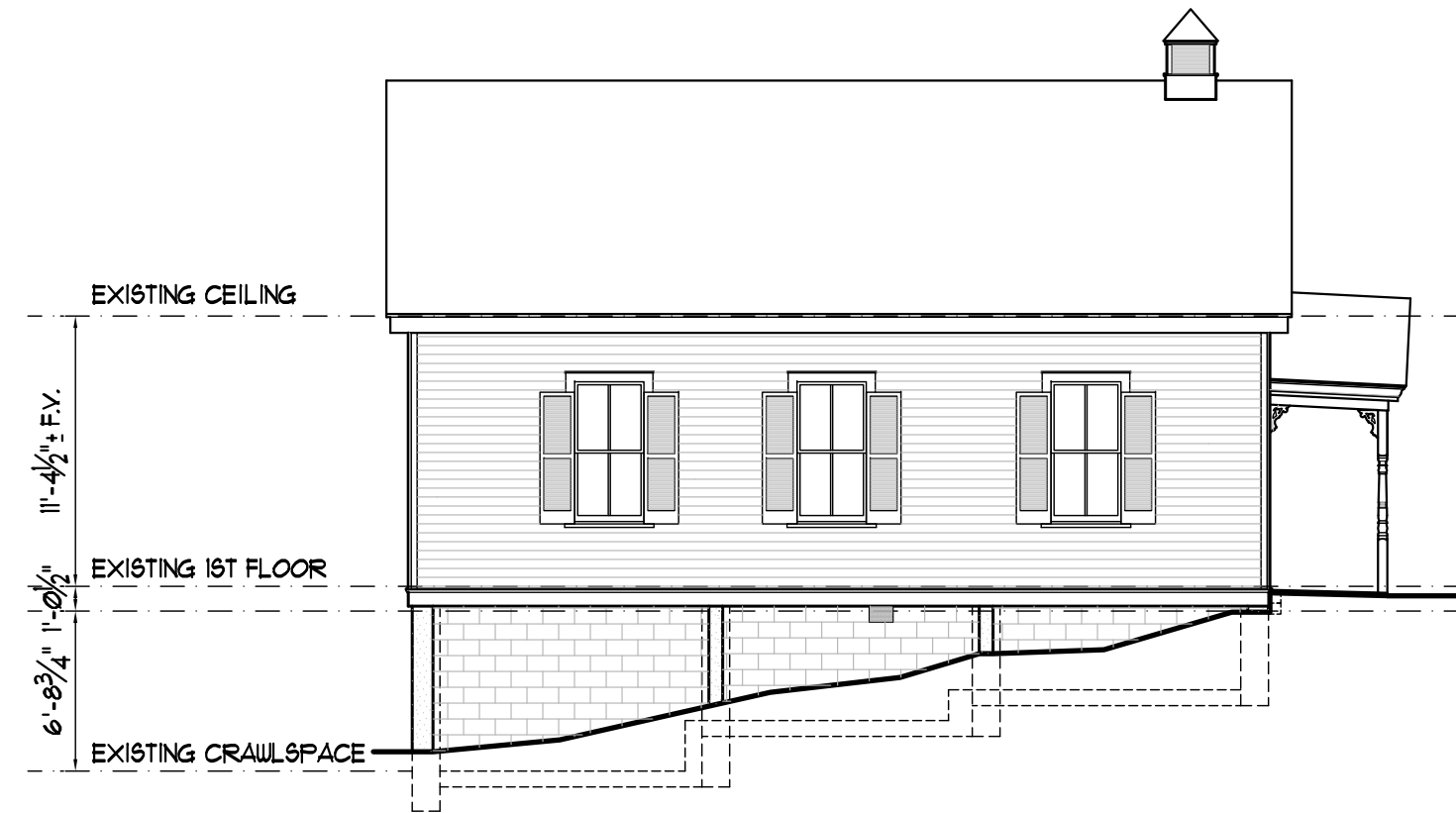
 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



 WEST ELEVATION
SCALE: 1/8" = 1'-0"



 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



 EAST ELEVATION
SCALE: 1/8" = 1'-0"



Date:
March 22, 2023

△ REVISION (DATE-BY):

Historic Repair Evaluation for:
Lake School House
581 Coeur De Ville Drive
Creve Coeur, MO 63141

Michael E. Blaes - Architect
MO # A-6158
CERTIFICATE OF AUTHORITY #20116002402
NOTICE OF SHARED PROPERTY
MICHAEL E. BLAES, ARCHITECT OF RECORD
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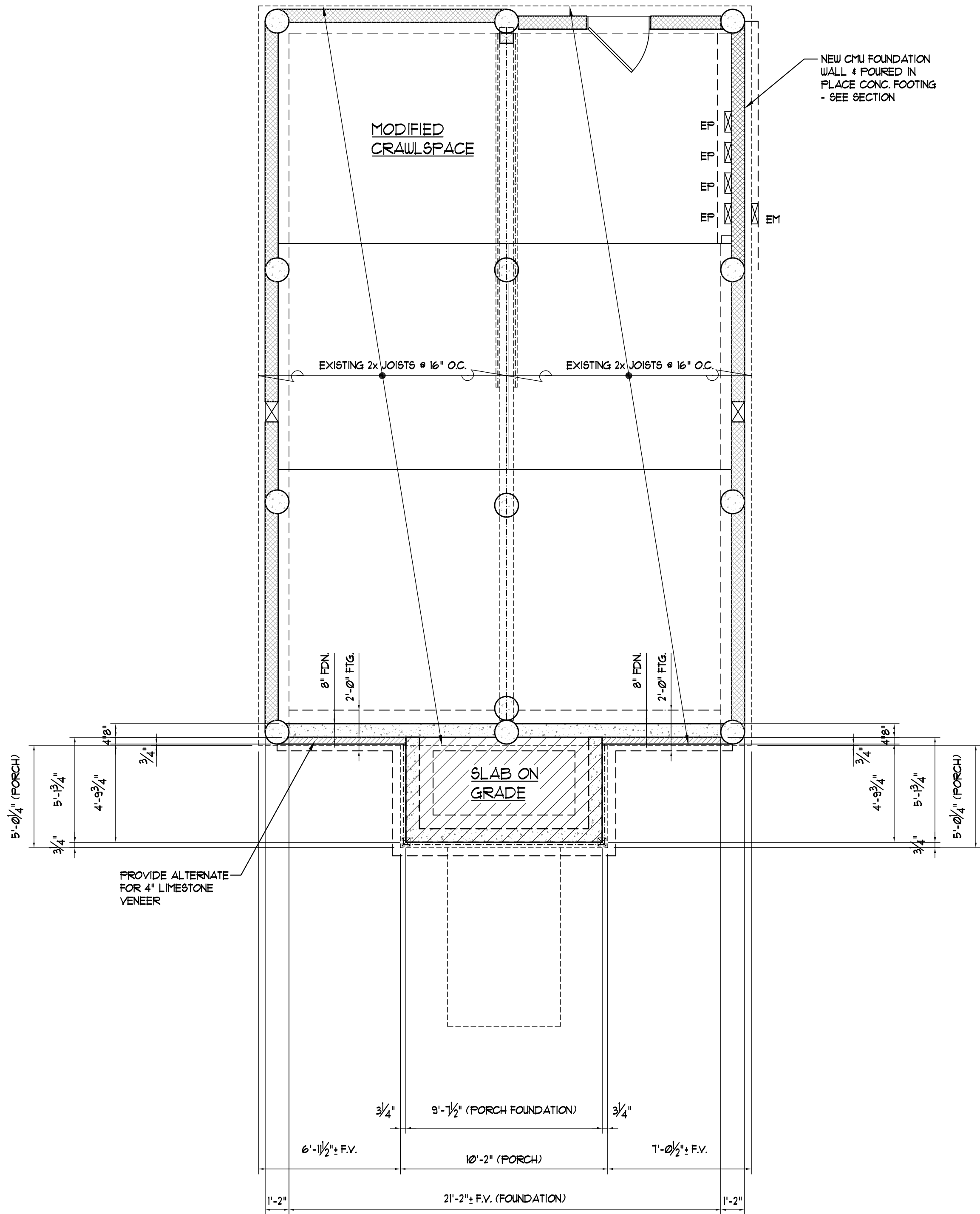
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BE

Checked By:
As Noted

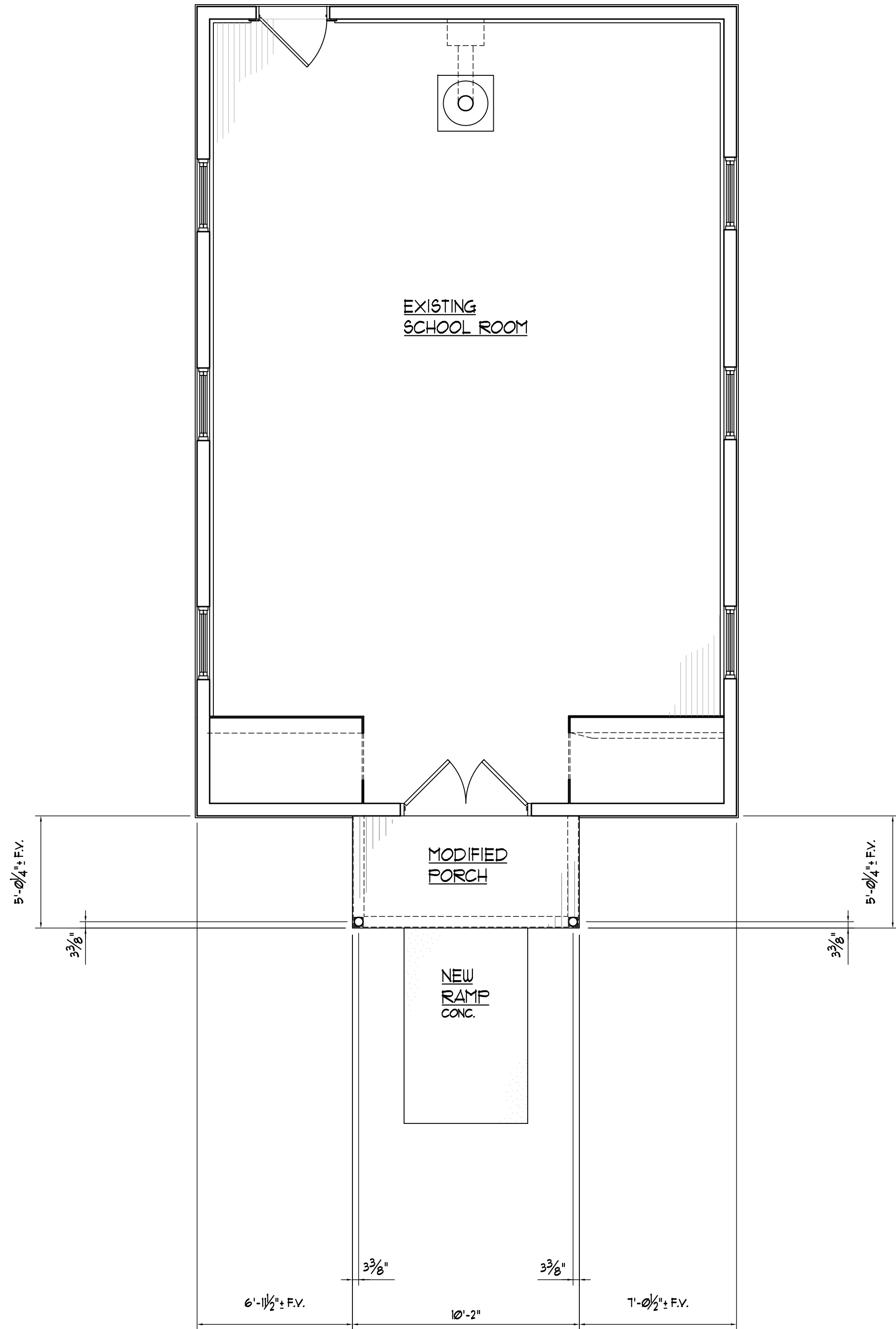
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Existing Conditions

Sheet No.
EC-1

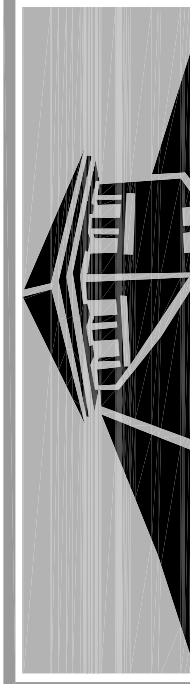
PRELIMINARY - NOT FOR CONSTRUCTION



 **FOUNDATION PLAN**
1/4" = 1'-0"



 **FIRST FLOOR PLAN**
1/4" = 1'-0"



Blaes Architects, LLC
Michael E. Blaes, AIA at Tuxedo Park Station
643 Glen Road Webster Groves, MO 63119
www.blaesdesign.com (314) 968-9202
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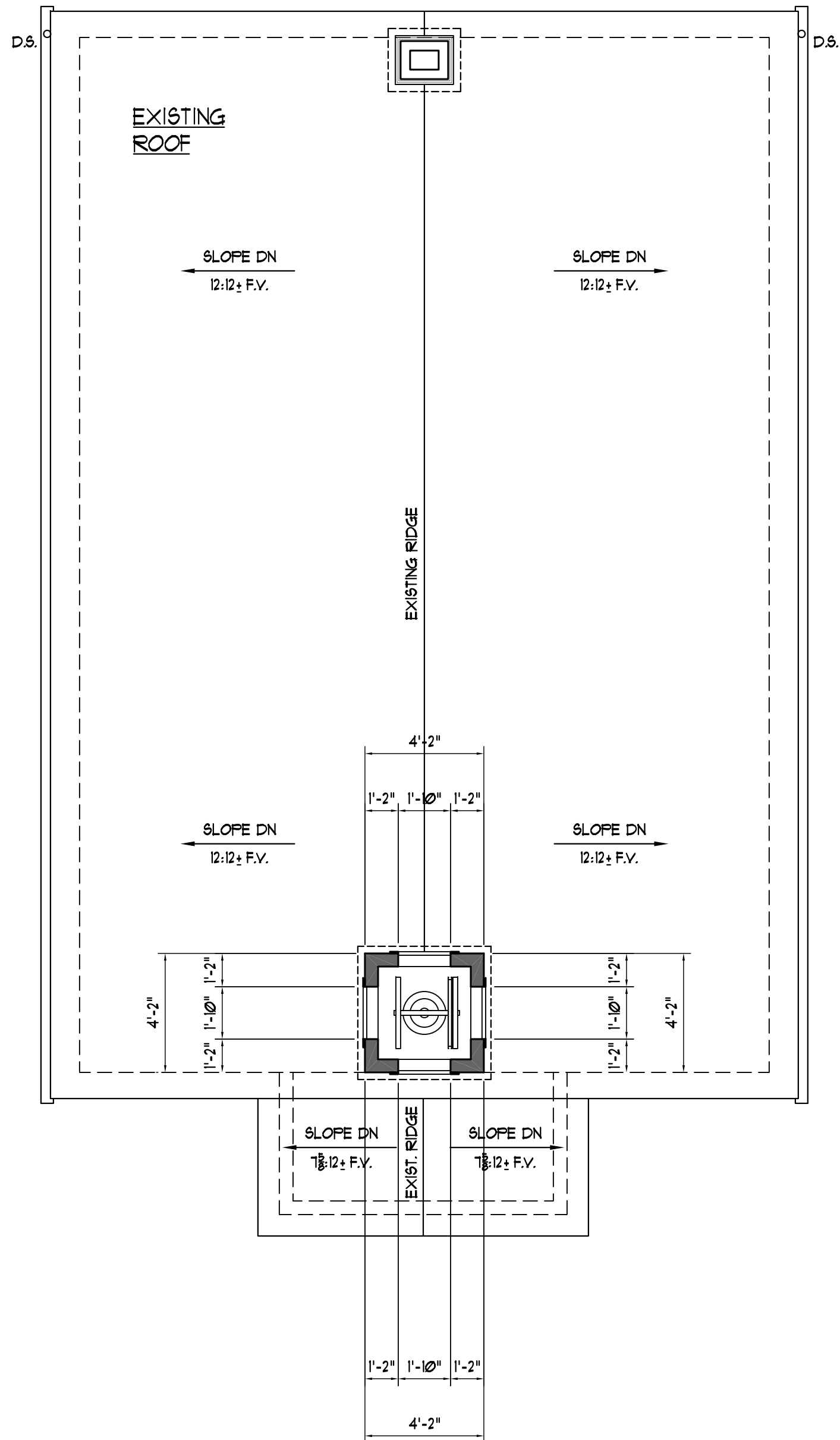
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581 Coeur De Ville Drive
Creve Coeur, MO 63141

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MO # A-6158
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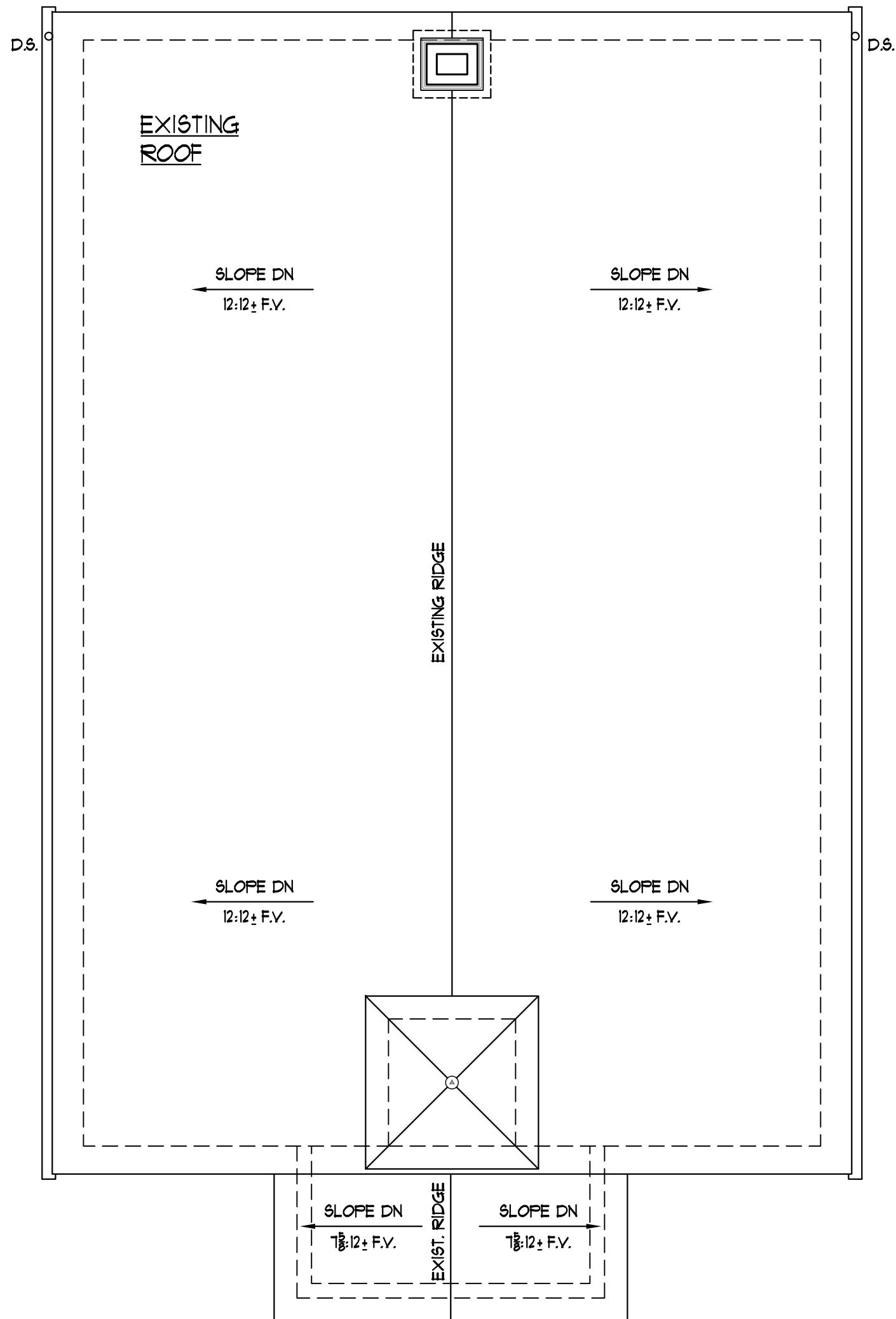
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Checked By:
Drawing Name: Foundation Plan First Floor Plan
Sheet No. A-1

PRELIMINARY - NOT FOR CONSTRUCTION



BELL TOWER / ROOF PLAN

1/4" = 1'-0"



ROOF PLAN

1/4" = 1'-0"



Date:
March 22, 2023

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Historic Repair Evaluation for:
Lake School House
581 Coeur De Ville Drive
Creve Coeur, MO 63141

Michael E. Blas - Architect
MO # A-6158
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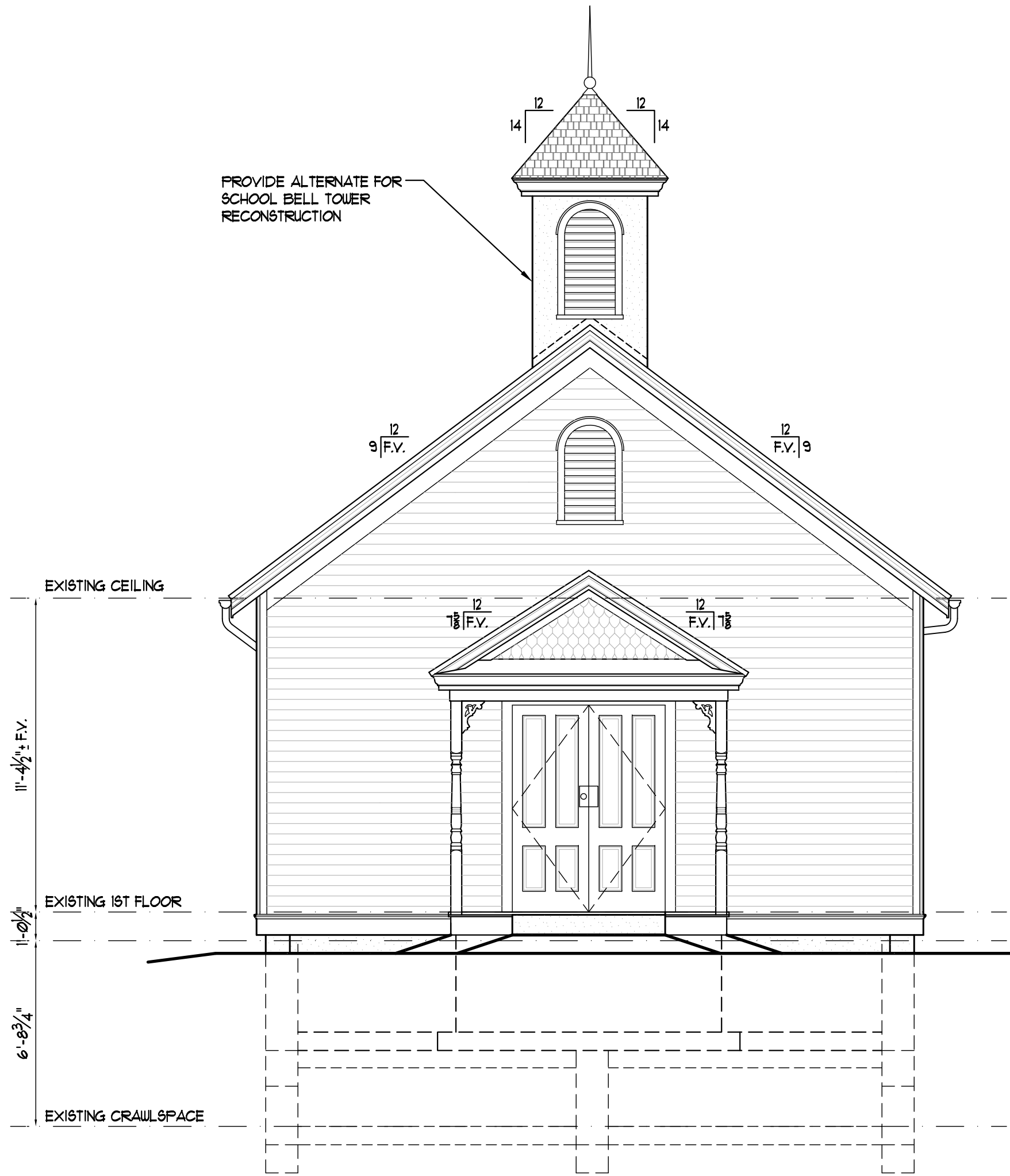
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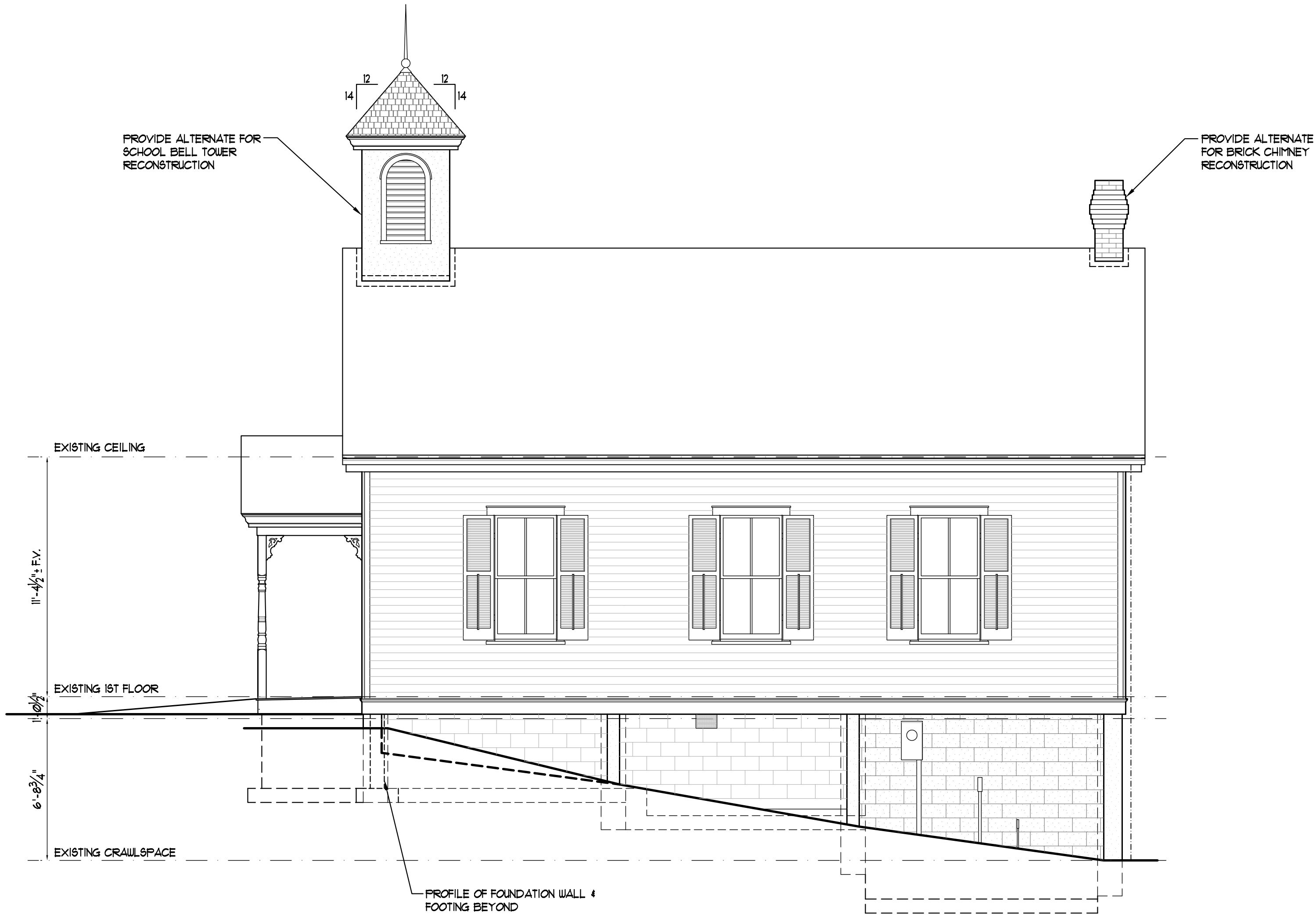
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Roof Plan

Sheet No.
A-2

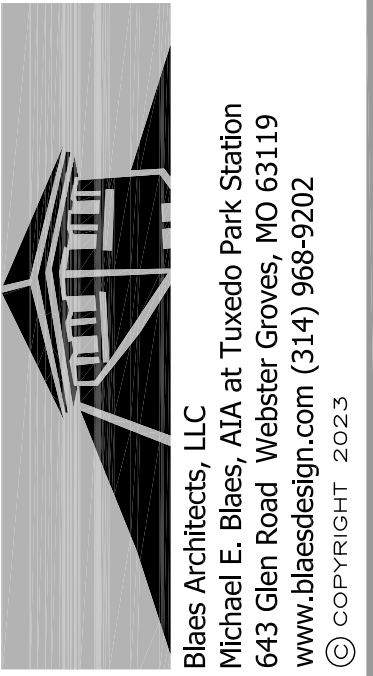
PRELIMINARY - NOT FOR CONSTRUCTION



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"



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Lake School House
581 Coeur De Ville Drive
Creve Coeur, MO 63141

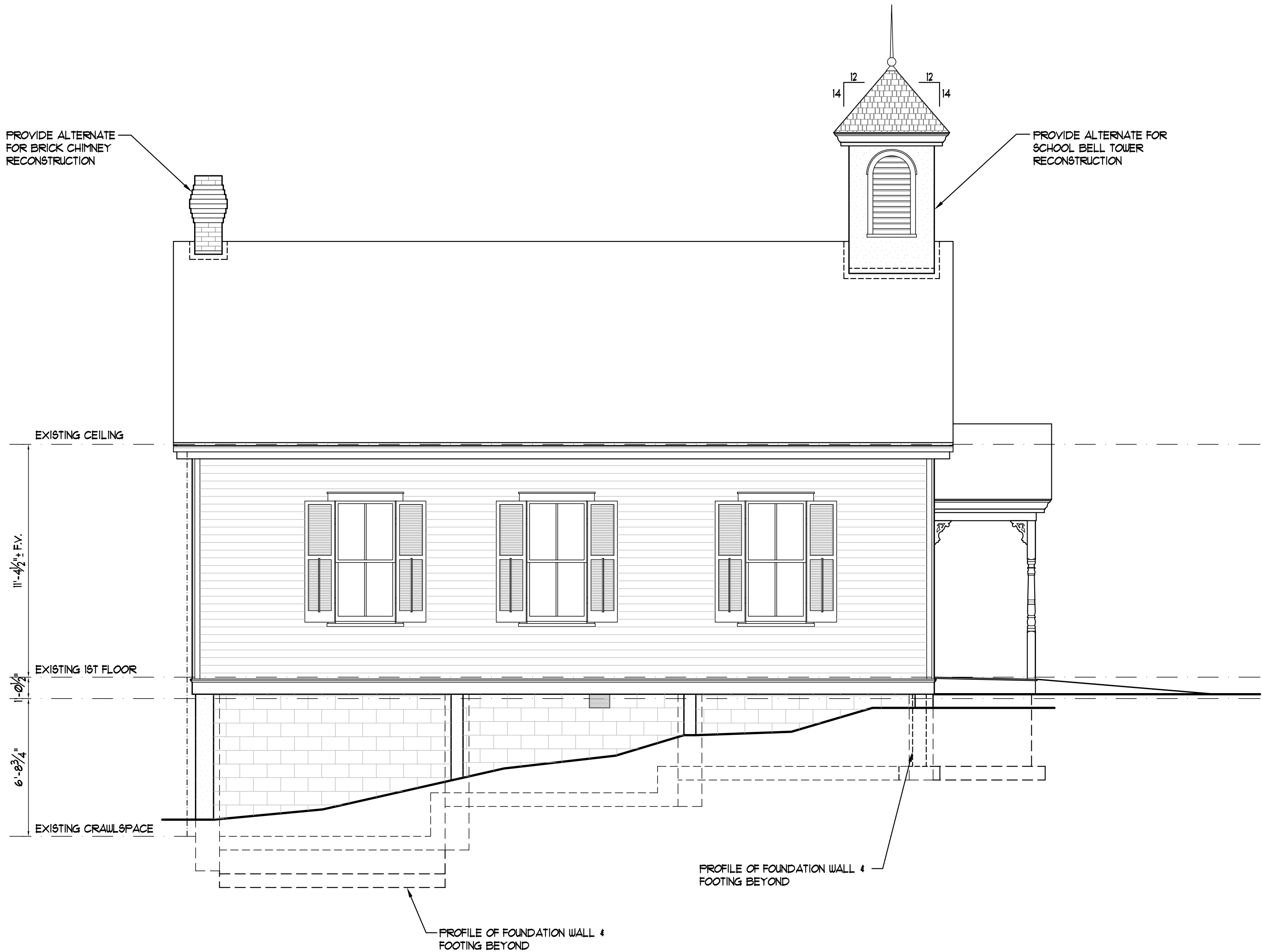
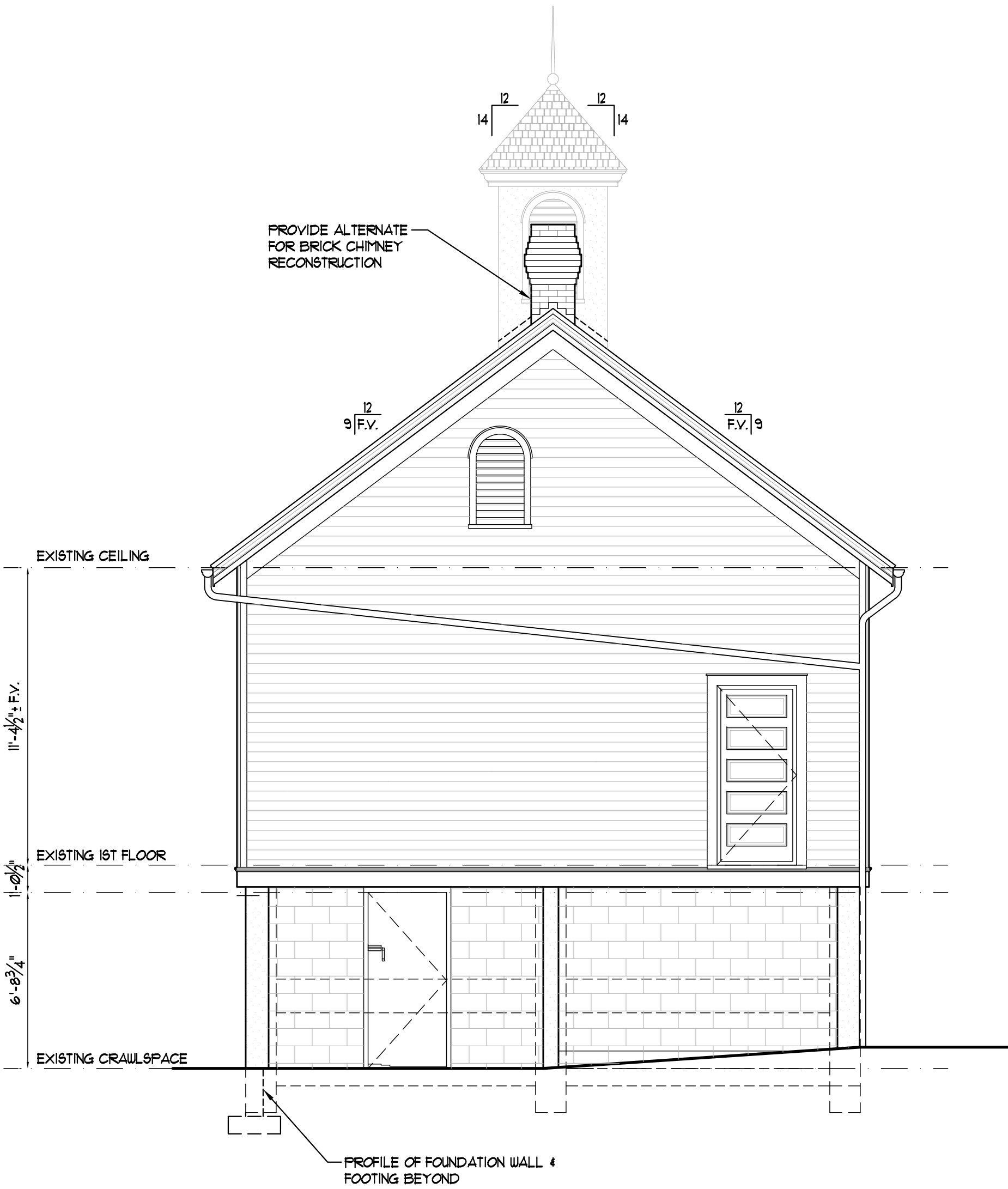
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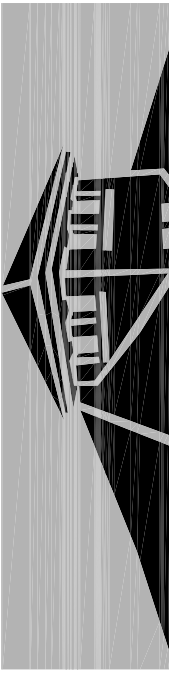
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BE

Checked By:

Drawing Name:
Elevations

Sheet No.
A-3





Blas Architects, LLC
Michael E. Blas, AIA at Tuxedo Park Station
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Lake School House
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Drawn By: BE
Checked By:
Drawing Name: Elevations
Sheet No. A-4

PRELIMINARY - NOT FOR CONSTRUCTION

Blaes Cost Estimate

Item		Quantity	Unit	Unit Cost	Total	25% OHP
Shutters		12	Each	\$600.00	\$7,200.00	\$9,000.00
Windows		6	Each	\$2,000.00	\$12,000.00	\$15,000.00
Doors		2	Each	\$1,500.00	\$3,000.00	\$3,750.00
Exterior Window/Door Trim		11	Each	\$1,000.00	\$11,000.00	\$13,750.00
Exterior Base Siding Trim		120	Linear Feet	\$100.00	\$12,000.00	\$15,000.00
Exterior Soffit Siding Trim		75	Linear Feet	\$100.00	\$7,500.00	\$9,375.00
Porch Trim		37	Linear Feet	\$100.00	\$3,700.00	\$4,625.00
Rake Trim		64	Linear Feet	\$150.00	\$9,600.00	\$12,000.00
Porch Posts & Brackets		2	Each	\$200.00	\$400.00	\$500.00
Concrete Masonry		100	Square Feet	\$25.00	\$2,500.00	\$3,125.00
Structural Repairs		4	Each	\$1,500.00	\$6,000.00	\$7,500.00
Concrete Foundations		45	Linear Feet	\$100.00	\$4,500.00	\$5,625.00
Gutters & Downspouts		110	Linear Feet	\$25.00	\$2,750.00	\$3,437.50
Roofing, Cedar Shingles		0	Square Feet	\$15.00	\$0.00	\$0.00
Lightning Protection		1	Each	\$1,000.00	\$1,000.00	\$1,250.00
Sitework		1	Each	\$5,000.00	\$5,000.00	\$6,250.00
Scaffolding		1	Each	\$5,000.00	\$5,000.00	\$6,250.00
Misc Job Costs		1	Each	\$5,000.00	\$5,000.00	\$6,250.00
Bonds & Insurance		1	Each	\$25,000.00	\$25,000.00	\$31,250.00
Siding Prep & Painting		1656	Square Feet	\$10.00	\$16,560.00	\$20,700.00
Lead Abatement		1656	Square Feet	\$13.00	\$21,528.00	\$26,910.00
TOTALS					\$161,238.00	\$201,547.50
10% Contingency Added					\$177,361.80	\$221,702.25
10% Accounting Services					\$17,736.18	\$22,170.23
10% Liquidated Damages					\$17,736.18	\$22,170.23
10% Prevailing Wages					\$17,736.18	\$22,170.23
					\$230,570.34	\$288,212.93
Alternate #1	Cupola	1	Each	\$25,000.00	\$25,000.00	\$31,250.00

Alternate #2	Chimney	1	Each	\$10,000.00	\$10,000.00	\$12,500.00
Alternate #3	Limestone	50	Square Feet	\$35.00	\$1,750.00	\$2,187.50
Alternate #4	Crawlspace Slab	265	Square Feet	\$15.00	\$3,975.00	\$4,968.75
Alternate #5	New Shutters	12	Each (Additional	\$400.00	\$4,800.00	\$6,000.00
Alternate #6	Historic Gutters	110	Linear Feet (Adc	\$15.00	\$1,650.00	\$2,062.50
Alternate #7				\$0.00	\$0.00	\$0.00
Alternate #8				\$0.00	\$0.00	\$0.00
Alternate #9						0
Alternate #10						0
TOTALS					\$47,175.00	\$58,968.75
GRAND TOTALS					\$277,745.34	\$347,181.68



AL-IMAN Group, LLC

November 09th, 2024

Michael Blaes, AIA
Blaes Architects
643 Glen Road
Webster Groves, MO 63119
blaes.mike@gmail.com

RE: Lake School House, Creve Coeur, 63141
NDT Limited Visual Structural Inspection Report Letter (AIG# 24.1700.01)

To Whom It May Concern;

On March 01st, an Engineering representative from AL-IMAN Group, LLC visited the old Lake School House in the City of Creve Coeur. The purpose of our visit was to visually observe and report on the existing structural condition of the structure.

The Lake School House is a 36.3 ft. x 24.3 ft, one-story schoolhouse, built in 1897. The school house is currently supported by concrete piers and cinder block infill tight against the underside of the floor and front wall. The grade drops from front to back such that there is a 6 ft tall basement along the rear wall.

Based on our visual inspection, the following two deficiencies were noted;

- 1) There appears to be termite damage on the front wall and floor of the building where the soil is in direct contact with the wood framing.
- 2) There appears to be water damage on the building sidewalls due to the absence of rain gutters.

As a result of these observed deficiencies, we recommend the following;

- 1) Excavate, form and pour an 8" wide x 30" deep concrete frost-wall across the front of the building to protect the wood framing from further termite damage.
- 2) Install rain gutters along both building sidewalls to protect the wood framing from further water damage.

Besides those minor structural deficiencies mentioned above herein, the building appears to be in reasonably good condition and could be saved.



AL-IMAN Group, LLC

Acceptance and use of this certification letter by any party constitute a contractual agreement on the part of the client and/or his/her representative(s) and/or any using party that the Engineer's total liability arising out of or in any way related to this certification letter shall not exceed the total sum paid to the Engineer for the services provided for this report letter, i.e. 24.1700.01. It is certified that the information contained herein is true and accurate to the best of our knowledge as a Professional Engineer licensed by the State of Missouri.

This letter is limited to observations made from visual evidence. No destructive or invasive testing was performed. The letter is not to be considered a guarantee of condition and no warranty is implied. This letter is based on an examination of the structural system. This letter is an opinion about the condition of this portion of the building. It is based on evidence available during a diligent inspection of all reasonably accessible areas. Neither surface materials were removed, nor destructive testing was undertaken.

This letter is not an exhaustive technical evaluation. Such an evaluation would cost many times more. As Professional Engineers, it is our responsibility to evaluate available evidence relevant to the purpose of this inspection. We are not, however, responsible for conditions that could not be seen or were not within the scope of our service at the time of the inspection. Also, since our inspection was visual, limited and non-invasive for readily accessible areas we cannot warrant any future behavior of the structure.

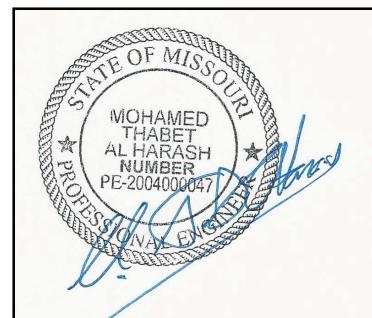
Finally, if any different field conditions were encountered, at any point in the future, then please inform AL-IMAN Group, LLC promptly. Please feel free to contact me if you have any comments or questions.

Respectfully yours,

Mohamed T. AL HARASH

Dr. Mohamed T. AL HARASH, Sc.D., P.E., S.E.
Director of Operations – Chief Structural Engineer

Mr. Kent MacPeck
Structural Consultant (314.471.9993)





AL-IMAN Group, LLC

Standard Visual Inspection DISCLAIMER for Structural Engineering Services

Client agrees and accepts the terms of AL-IMAN Group, LLC AIG's Standard Visual Inspection Contract for Structural Engineering Services ("Contract") as follows:

1. **STANDARD VISUAL INSPECTION:** AIG's Standard Visual Inspection service is a visual, limited, non-invasive, and non-destructive structural engineering inspection of the readily available and accessible areas of the Inspected Structure and does not include any calculations. The Standard Visual Inspection is thorough but not technically exhaustive. The intent of this inspection is to discover significant defects in the Subject Area, as it is not possible to visually detect every maintenance or minor repair item.
2. **CLIENT ACKNOWLEDGES LIMITATIONS:** Client acknowledges the Standard Visual Inspection is not a technically exhaustive inspection and will not necessarily list all minor maintenance or minor repair items, whether visible or not. The Standard Visual Inspection is for the limited purpose of forming a structural engineering opinion about the Subject Area and is not for the purpose of providing an opinion on the condition of the entire Inspected Structure. Latent, hidden, inaccessible, or concealed defects or conditions are excluded from the Standard Visual Inspection and Letter. Cosmetic or aesthetic issues are not reported on and are outside the scope of the Standard Visual Inspection. The Standard Visual Inspection is not for determining compliance with any building codes. Calculations and additional invasive and/or destructive testing, sampling, monitoring, or continuous/periodic inspections are available for additional consideration; however, Client agrees to forgo those tests and agrees to Standard Visual Inspection.
3. **DISCLAIMER:** AIG will not be held responsible for water seepage/leakage that might occur in the future. Further, moisture penetration into a structure may not adversely affect the structural integrity of the Inspected Property. The Standard Visual Inspection Report letter is based on the limited, visual, non-destructive and non-invasive observations made about the Subject Area and/or Inspected Structure as it existed at the time of inspection.
4. **LIMITATION OF LIABILITY:** THE MAXIMUM TOTAL LIABILITY AIG CAN HAVE FOR ANY CLAIM ARISING OUT OF OR DEALING WITH THE SUBJECT MATTER OF THIS CONTRACT SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT FOR THE STANDARD VISUAL INSPECTION. AIG, ITS OWNERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT, REGARDLESS OF THE CLAIM, BE RESPONSIBLE FOR INDIRECT, NOMINAL, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL LOSSES OR DAMAGES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR ANY OTHER, EVEN IF AIG HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE; OR FOR CLAIMS BY THIRD PARTIES.
5. **TIMELY REPORTING OF CLAIMS:** Any claim by the Client for faulty performance, for nonperformance, or breach of this Contract must be made in writing to AIG within ninety (90) calendar days of the receipt of the Standard Visual Report letter. Client's failure to make such a written claim for any matter which AIG could have corrected shall be deemed a waiver of the claim by Client.
6. **USE OF STANDARD VISUAL REPORT LETTER:** The Standard Visual Report letter is for the sole use and benefit of the Client and shall not be relied upon by any third party. There is no third party beneficiary to this Contract. No use of the Standard Visual Report letter by any other party is intended by the parties to this agreement.
7. **SEVERABILITY:** If any provision of this Contract is found to be void, unenforceable, or illegal for any reason, the provision shall be fully severable and this Contract shall be read, construed, and enforced as if the provision was never a part of the Contract. The remaining provisions of the contract shall remain in full force and effect.
8. **MERGER:** This Contract contains the entire agreement of the parties with respect to the subject matter of this Contract, and supersedes all prior oral statements, negotiations, agreements and understandings with respect thereto. This Contract may only be amended by a written document duly executed by all parties.
9. **MISSOURI LIEN LAW:** Any person who supplies materials or services for the work described in this contract on the Inspected Property, if not paid in full, may file a Mechanic's lien pursuant to the laws of the state where the Inspected Property is located, i.e. Missouri.
10. **NOTICE TO OWNER STATEMENT:** Failure of this client to pay those persons supplying materials or services to complete this contract can result in the filing of a mechanic's lien on the property, which is the subject of this contract pursuant to Chapter 249, RSMO. To avoid this result, you may ask AIG for "Lien Waivers" from all persons supplying materials or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.
11. **STANDARD OF CARE:** The consultant, its employees, subsidiaries, independent professional associates, sub-consultants, and subcontractors will exercise the degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, expressed or implied.
12. **INDEMNITY:** To the full extent permitted by law, the Client agrees to indemnify and hold the Consultant, i.e. AIG, harmless from and against any liabilities, damages and costs, including attorney's fees to the extent caused by the negligence of the Consultant in performance of services under this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.



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13. **DISPUTE RESOLUTION:** The Client and the Consultant agree to resolve any claim or dispute arising out of this Agreement first through negotiation. If the parties cannot come to an agreement through negotiation they shall submit all claims and disputes to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek resolution of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
14. **CONSEQUENTIAL DAMAGES:** Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of life, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.
15. **INSTRUMENT OF SERVICE:** Client may use the Consultants reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by Consultant defined collectively as Instruments of Service for the purpose of the construction of the project under this agreement once the Client has paid the Consultant in full for services rendered. The Consultant Instruments of Service including but not limited to software, programming, plugin's to modeling software shall remain the property of Consultant. The Client agrees not to use Consultant-generated documents for any projects other than for which the documents were prepared by the Consultant, or for future modifications to this project, without the Consultant's express written permission. Any misuse, reuse or distribution to third parties without such expressed written permission or project-specific adaptation by the Consultant shall be at the Client's sole risk and without liability to the Consultant. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Consultant from and against any and all costs, expenses, legal fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from any unauthorized use, reuse or distribution of instruments of service.
16. **WARRANTIES AND GUARANTEES:** Client agrees that services provided by the Consultant will be rendered without any warranty, and/or guarantees, expressed or implied including the performance of the Contractor of the construction contract and the Contractor's ability to furnish and perform its work in accordance with the Contract Documents. The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.
17. **PAYMENT OF SERVICES:** Payments for fees and expenses, periodically billed, shall be due upon receipt of Consultant invoice and are not contingent upon interim or final construction financing nor tenant or governmental approvals. Disputes or questions regarding a portion of an invoice shall not be cause for withholding payment for the remaining portion not in question. No service charge may be added to balances unpaid after invoice date. Consultant reserves the right to suspend or terminate its services, including withholding its instruments of service for project use, if payment in full is not received within 30 calendar days after invoice date. In the event of such suspension or termination, Consultant shall have no liability to the Owner for any delay or damages. Should a collection agency be used to obtain payment from the Owner, the Owner shall be responsible for the cost of the collection agency. In the event the owner entity defaults under the terms of this agreement in any manner, the undersigned shall be personally responsible and liable for the financial obligations incurred herein.
18. **SUSPENSION AND TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination, pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons: • Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; • Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party; • Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; • Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
19. **CODE AND REGULATORY COMPLIANCE:** The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.