

**Central West End SouthEast  
Special Business District**

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c/o Park Central Development Corporation  
4512 Manchester Avenue, Suite 100  
Saint Louis, Missouri 63110-2100  
O: 314.535.5311  
cwesoutheastssbd.com

**BOARD OF COMMISSIONERS MONTHLY MEETING  
TO BE HELD**

**September 15th, 2020 at 5:00 p.m.  
at 4512 Manchester Ave #100  
St. Louis, MO 63110**

***Please Note: Due to COVID-19, physical access to the Board of Commissioners meeting will be closed and replaced by Zoom Conference.***

***Please sign in at <https://zoom.us/j/93414022896?from=msft> (Meeting ID: 934 1402 2896) or call by phone at 1-312-626-6799.***

**NOTICE & PROPOSED AGENDA**

**TAKE NOTICE** that on September 15<sup>th</sup>, 2020 at 5:00 p.m. via Zoom Conference, the Central West End Southeast Special Business District (the "District") will hold its public Monthly Meeting to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

1. Call to Order
2. Chair's Report & Announcement of the Order of Business
3. Public Comments & Questions (5-minute limit per speaker)
4. Approve Previous Meeting Minutes
5. Public Safety
  - a. The City's Finest, Charles Betts
  - b. Neighborhood Security Initiative, Jim Whyte
6. Neighborhood Improvement
  - a. City of St. Louis, Ron Coleman
    - i. Trailnet Parklet
    - ii. Median Landscaping
    - iii. Lighting
7. Project Reports
  - a. Financial Reports
    - i. Opening account for CD
    - ii. Pro Forma for tax rate
8. Other Business
  - a. Update on Legal Matter

**This meeting is open to the public;** provided, however, that a portion of the meeting may be closed to discuss legal, real estate and/or personnel matters as provided by Sections 610.021(1), (2) and/or (3), RSMo.

Representatives of the news media may obtain copies of this notice, and persons with disabilities wishing to attend can contact: Park Central Development, 4512 Manchester #100, St. Louis, 63110, (314) 535-5311.

**DATE POSTED: 9/11/2020**

**Time: 5:00 PM**

**• Central West End Southeast Special Business District •**

4512 Manchester #100 Saint Louis, MO 63110 (314) 535-5311

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Central West End Southeast Board of Commissioners Meeting  
August 18, 2020 at 5:00pm  
**At 4512 Manchester, St. Louis, MO 63110**

**Board Members in Attendance:** Yusef Scoggin, Jeff Miner, Marshall Michener, Rick Kissel, Doug Anderson

**Board members not in Attendance:** N/A

**Others in attendance:** Alayna Graham (Park Central Development), Ron Coleman (City of St. Louis), Rob Betts (The City's Finest), Gerry Connolly (Members of the Public)

1. **Call to order**
  - a. Y. Scoggin called the meeting to order at 5:09 pm.
2. **Chair's Report & Announcement of the Order of Business:**
  - a. Y. Scoggin requested introductions and explained the SBD.
3. **Public Comments:** No public comment.
4. **Public Safety**
  - a. **TCF Update-** R. Betts updated the Commissioners on patrols. Y. Scoggin asked R. Betts how TCF was handling the pandemic. A few officers have been out sick, but no severe symptoms.
5. **Neighborhood Stabilization:**
  - a. The new streetlights on the corner of Boyle and Forest Park Avenue are part of the new 5G cell towers. The cell phone companies will be paying for and maintaining the streetlights.
  - b. No update from Artisan Townhomes
  - c. West Pine was finished being paved between Vandeventer and Sarah.
  - d. **Trailnet Parklet-** Street director agreed to accept it as a donation, so PCD will write a letter on behalf of the SBD to the City donating the parklet. There will be an online vote to approve the letter.
  - e. **Lighting-** Would like to replace lighting on 4300-4400 Laclede, but there were missing pieces. It was discovered that the City used fixtures that were purchased from the CWE Euclid South CID and South SBD. R. Coleman will work on finding out the exact cost to replace those lights.
  - f. **Engineering Study-** R. Coleman would like the SBD to fund the engineering study to replace the conduits and light poles. Y. Scoggin asked if there was an estimate about how much the engineering study would cost. They requested PCD reach out to ABNA to give an estimate on the cost of the study.
  - g. **Median Landscaping-** The Parks Commissioner will get a firm quote on the water system so we can move the project forward.

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**6. Approval of May Meeting Minutes**

- a. D. Anderson motioned to approve July 21st, 2020 meeting minutes. Seconded by R. Kissel. All in favor—Motion approved.

**7. Project Reports:**

- a. **Financial Reports-** A. Graham presented the Financial reports.
  - i. **Opening account for CD-** Busey Bank rates have changed since the decision to open a new account. The Commissioners requested PCD look at other banks to find a higher rate.
- b. **Collection of Resident Feedback-** There have been very few responses. Residents seem to care about amenities equally except for public art. There were no major complaints about the SBD. A. Graham hung posters near restaurants in the SBD to try to solicit more responses, but the feedback has still been low.

**8. Other:**

- a. **Board Seats-** All of the property owner seats have been filled. There are still two open rental seats. Y. Scoggin suggested the Commissioners strongly consider female representation for those two seats.
- b. **Closed Session:** There was a roll call vote to enter into closed session due to a legal matter in accordance with Section 610.021 (1) of the Missouri Sunshine Law. J. Miner- yes. R. Kissel- yes. D. Anderson- yes. M. Michener- yes. Y. Scoggin-yes.
  - i. There was a roll call vote to resume regular session. J. Miner- yes. R. Kissel- yes. D. Anderson- yes. M. Michener- yes. Y. Scoggin- yes.

Meeting adjourned at 6:15 pm.

**CWE Southeast SBD**  
**Balance Sheet**  
As of August 31, 2020

	Aug 31, 20
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1072-1 · Bill.com Clearing	5,015.63
<b>40900 · Cash</b>	
10150 · Reliance Bank checking #2910	26,775.76
10155 · Reliance MMkt #8362	609,016.33
<b>Total 40900 · Cash</b>	635,792.09
<b>Total Checking/Savings</b>	640,807.72
<b>Total Current Assets</b>	640,807.72
<b>TOTAL ASSETS</b>	<b>640,807.72</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · Accounts Payable	4,671.88
<b>Total Accounts Payable</b>	4,671.88
<b>Total Current Liabilities</b>	4,671.88
<b>Total Liabilities</b>	4,671.88
<b>Equity</b>	
Retained Earnings	191,513.86
Net Income	444,621.98
<b>Total Equity</b>	636,135.84
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>640,807.72</b>

**CWE Southeast SBD**  
**Profit & Loss Budget Performance**  
 August 2020

	<u>Aug 20</u>	<u>Jan - Aug 20</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>Income</b>				
41000 · Tax Revenue	599,621.26	599,621.26	537,557.00	537,557.00
42800 · Interest Income	0.00	395.34		
<b>Total Income</b>	<u>599,621.26</u>	<u>600,016.60</u>	<u>537,557.00</u>	<u>537,557.00</u>
<b>Gross Profit</b>	599,621.26	600,016.60	537,557.00	537,557.00
<b>Expense</b>				
Miscellaneous Expense	0.00	9,250.00		
<b>61000 · Administration</b>				
61050 · Annual Award	0.00	0.00	33.36	50.00
61100 · Administration (PCDC)	0.00	11,901.00	11,901.00	15,868.00
61200 · Bank Charge	0.00	0.00	26.68	40.00
61300 · Insurance, Liability & D&O	0.00	1,280.00	0.00	1,300.00
61400 · Legal Fees	0.00	623.00	1,333.36	2,000.00
61600 · Postage and Shipping Expense	0.00	0.00	66.68	100.00
61750 · Kindness Meals	0.00	5,070.00		
61800 · Web Site	143.40	161.57	66.68	100.00
<b>Total 61000 · Administration</b>	<u>143.40</u>	<u>19,035.57</u>	<u>13,427.76</u>	<u>19,458.00</u>
<b>68000 · Public Safety</b>				
68200 · CWE Neighborhood Safety Ini.	0.00	37,485.75	27,318.75	36,425.00
68400 · National Night Out	0.00	0.00	0.00	1,000.00
68500 · Patrol	4,671.88	81,781.30	93,333.32	140,000.00
68600 · Security Camera	0.00	7,842.00	10,360.00	15,540.00
68700 · Security Signs	0.00	0.00	933.36	1,400.00
68900 · Lighting	0.00	0.00	107,666.68	323,000.00
<b>Total 68000 · Public Safety</b>	<u>4,671.88</u>	<u>127,109.05</u>	<u>239,612.11</u>	<u>517,365.00</u>
<b>Total Expense</b>	<u>4,815.28</u>	<u>155,394.62</u>	<u>253,039.87</u>	<u>536,823.00</u>
<b>Net Income</b>	<u><u>594,805.98</u></u>	<u><u>444,621.98</u></u>	<u><u>284,517.13</u></u>	<u><u>734.00</u></u>

**CWE Southeast SBD**  
**Transaction List by Vendor**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>August 2020</u>	<u>Split</u>	<u>Amount</u>
<b>Park Central Development Corporation</b>					
Bill	08/14/2020	08-14-20	GoDaddy Website Renewal	61800 · Web Site	-143.40
<b>The City's Finest LLC</b>					
Bill	08/15/2020	INV-2718	Patrols	68500 · Patrol	-4,671.88
				Total for August	-4,815.28

## Annette Pendilton

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**From:** Brian Davies <BDavies@greatsouthernbank.com>  
**Sent:** Thursday, September 10, 2020 8:51 AM  
**To:** Annette Pendilton  
**Cc:** Ashley Johnson; Alayna Graham; Jill Philipp  
**Subject:** RE: Bank Quotes

Good morning, Annette!

Here are our rates currently, for non-profit organizations. I've copied my colleague Jill Philipp who can help answer any questions you or your districts might have. We'd love to help, so just let us know. Thanks!

Brian,

Below you will find our current CD and checking account rates. Depending on the account relationship, we may have the opportunity to see if we could get an exception rate that is higher on the CD rates.

### CD Rates

4 week CD	.25%
13 week CD	.30%
26 week CD	.40%
9 month CD	.55%
1 year CD	.60%
18 month	.65%
2 year	.70%
3 year	.75%
5 year	.75%

### Interest Bearing checking

GS Max checking .50%

(Unlimited check writing, no minimum balance requirements or monthly fee)

### Money Market /Savings

High Yield Savings .44%

GS Money market .34%

(Limited to 6 third party transaction per month)



**Brian Davies** | Regional Managing Director

Great Southern Bank | Commercial Lending

8235 Forsyth Blvd, Suite 150 | Clayton, MO 63105

Phone: (314) 889-8927 | Mobile: (314) 606-5241 | Fax: (855) 615-9330

BDavies@greatsouthernbank.com | www.greatsouthernbank.com

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**REQUEST FOR PROPOSAL (RFP)  
Central West End Southeast Special Business District  
Groundskeeping and Seasonal Landscaping Installation and Maintenance**

Proposals must be submitted no later than **5:00 pm on [DATE], 2020**. Proposals must include all requested materials to be considered (bid, previous experience, references, etc.). Proposals may be submitted only in the following ways:

Emailed to [Annette@pcd-stl.org](mailto:Annette@pcd-stl.org)

**OR**

Mailed or hand-delivered to the following address:

Central West End Southeast Special Business District  
c/o Annette Pendilton  
4512 Manchester Avenue, Suite 100  
St. Louis, MO 63110

If you have any questions concerning the RFP, please contact Annette Pendilton at (314) 262-4082 or [annette@pcd-stl.org](mailto:annette@pcd-stl.org)

**Section I: INTRODUCTION**

The Central West End Southeast Special Business District is seeking proposals from qualified agencies to provide (A) Design (B) Planting and (C) Seasonal Maintenance of five (5) median planters. Selection of the successful agency will be made based on evaluation and determination of the ability of the responding agency to deliver quality service in a cost-effective manner. The term of the contract will be a three-year period ending [DATE].

Agencies may bid on Design, Planting, and Maintenance services cited in Section III: Scope of Services. This RFP establishes minimum requirements a bidder must meet in order to be eligible for consideration as well as information to be included in the Agency's bid response. The selection of the successful agency will be made based on evaluation and determination of the relative ability of each Agency to deliver quality service in a cost-effective manner.

The following specific criteria will be evaluated and must be addressed in the proposal:

1. Company History and Organization
2. Management Approach
3. Personnel Selection Process
4. Communication and Reporting



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5. Cost Proposal per Occurrence and Invoicing
6. Value Added Features

The CWE Southeast's Board of Directors is not obligated to accept the lowest bid and reserves the right to reject any and all bids or amend the scope of the project. All Bidders must hold a valid St. Louis (City) business license or otherwise have the ability to perform work in accordance with all governing local authorities and to the satisfaction of those authorities.

**Section II: CONTRACT TERMS**

The term of this contract shall be for a three (3) year period unless terminated by either party with a written notice thirty (30) days in advance.

Agency shall provide appropriate and necessary management and supervision for all employees and shall be solely responsible for instituting and invoking disciplinary action of employees not in compliance with Agency's rules and regulations, as well as any other policy established by the contracting parties.

Agency shall ensure hiring, training and administration of motivated and professional employees that meet or exceed the standards of both CWE Southeast Board and its Administrator.

A copy of Agency's workers' compensation insurance per the State of Missouri and certificate of general liability coverage which names CWE Southeast Special Business District as additionally insured will be made addendums to the contract.

Agency is responsible for the daily personal appearance of crews.

Agency shall administer all cost accounting and billing relative to this contract.

Agency shall respond as necessary to accommodate additional hours or services as may be requested by CWE Southeast Special Business District.

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**Section III: SCOPE OF SERVICES**

**Design, Planting and Seasonal Maintenance:** (see attached service area map)

1. Design:

**Year 1 only**

- Should complement WU/BJC planters on Forest Park Avenue as well as Cortex Innovation District plantings.
- To the extent possible while achieving a consistent style/design, retain and work around any healthy established shrubs and small trees, but if not feasible or advisable, factor in removal costs.
- Use drought-tolerant/native pollinator habitats.
- It is important to provide continuous succession of flowers as well as striking fall/winter foliage.

2. Planting:

**Years 1, 2 and 3**

- Native drought-tolerant perennials with an eye to seasonal color. Plant examples:
  - i. Spring bulbs such as daffodils, tulips, alliums
  - ii. Coreopsis
  - iii. Daisy
  - iv. Cone flowers – yellow and purple varieties
  - v. Aster (lower growing varieties)
  - vi. Black-eyed Susan spp.
  - vii. Monarda spp. (*Monarda bradburiana*)
  - viii. Rose mock vervain (*Glandularia canadensis*)
  - ix. Blazingstar spp. (*Liatris spp.*)
  - x. Beardtongue spp. (*Penstemon spp.*)

Native grasses:

- i. Little bluestem (*Schizachyrium scoparium*)
  - ii. Prairie dropseed (*Sporobolus heterolepis*),
  - iii. Sideoats grama (*Bouteloua curtipendula*)
- Consider planting in fall and early spring so plants can become better established in preparation for the stress of St. Louis summer.
  - Must warranty plants.

3. Maintenance

- Initial soil amendments, create beds, compost, mulch
- Herbicide spot spraying prior to planting.

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- Annual mulching, possible mid-year turn-over of mulch, at least until plants are established
- Plant replacements
- Litter control
- Insect and disease control
  - Pesticide management should not disrupt the pollinators
- Fertilization
- Specify management details, i.e., frequency, schedule
- Specify watering cycle at least for the first year of plant

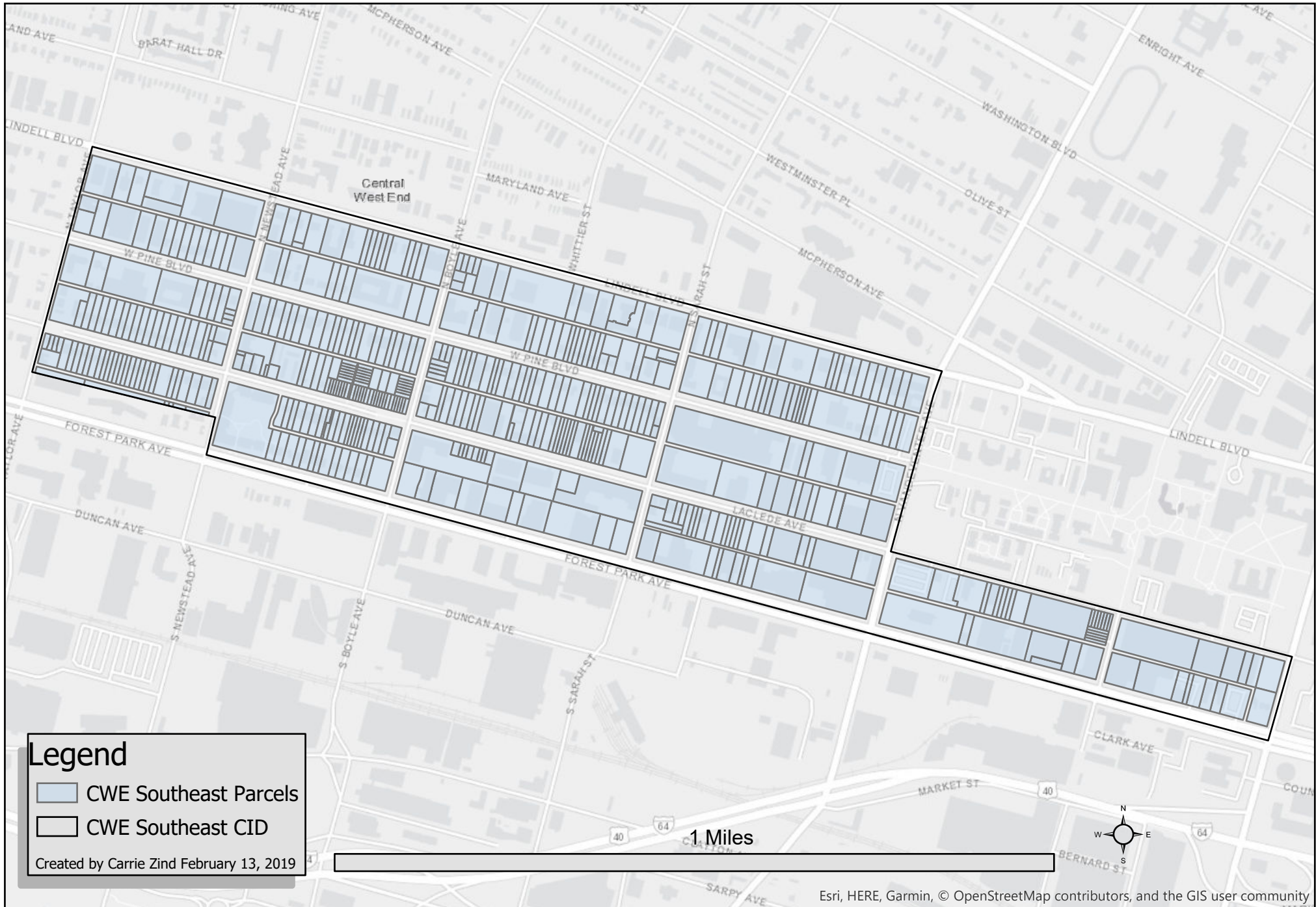
**Section IV: INSTRUCTIONS TO BIDDERS**

Questions should be addressed to Annette Pendilton at [Annette@pcd-stl.org](mailto:Annette@pcd-stl.org) or 314-262-4082.

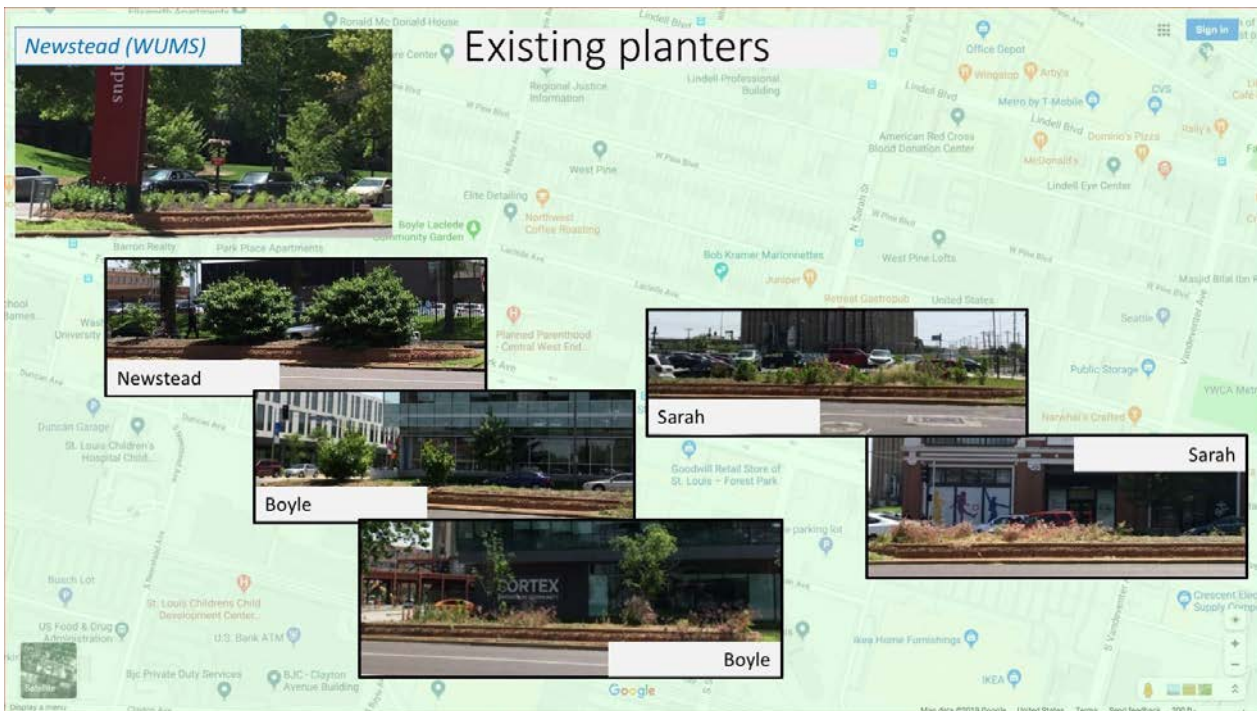
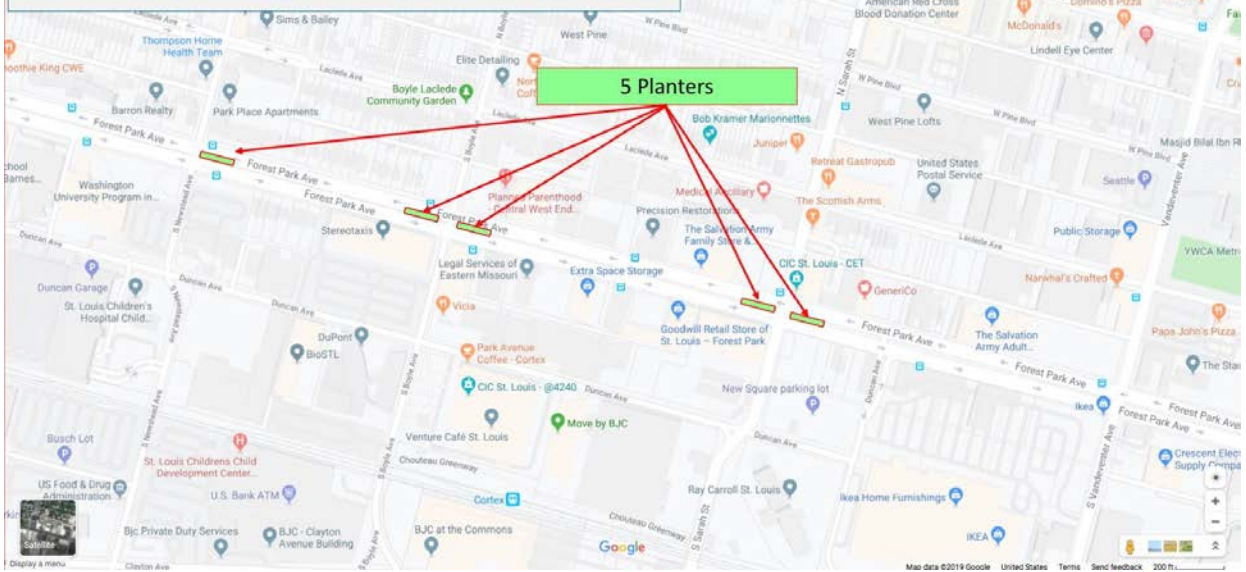
Proposals should address the following subjects in the response. Reference any attachments in the text and include printed copies of attachments at the back of your submitted document.

- 1 Company History and Organization** – Provide a brief Agency history; include the name, title and contact information of the staff directly responsible for management and supervision of this project.
- 2 Personnel Selection Process** – Describe staff recruitment, selection and vetting.
- 3 Cost Proposal** – Agencies may propose one or both Groundskeeping and Landscape & Maintenance. Include billing rates per occurrence and a total cost for the service to be considered.
- 4 Invoicing** – Propose invoicing frequency, procedures, and applicable discounts.
- 5 Value-Added Features** – Indicate features or programs not covered elsewhere in the response which is offered to enhance your Agency’s ability to effectively carry out this project.
- 6 References** – Provide at least three (3) client references whose areas/districts are comparable in size, profile and service hours to CWE Southeast SBD. Include reference name, address, and contact number.

# Central West End Southeast Community Improvement District



# Forest Park Avenue Median Planter Beautification





4140 Lindell Blvd  
St. Louis, MO 63108  
Phone: (314) 454-0222  
Fax: (314) 454-1235  
<http://www.abnacorp.com>

**March 1, 2017**

Mr. Matthew Green  
CWE Southeast Special Business District  
c/o Park Central Development Corporation  
4512 Manchester Avenue, Suite 100  
St. Louis, MO 63110

**SUBJECT: Pedestrian Street Lighting Design  
4400 Block of West Pine**

### **PROFESSIONAL SERVICE AGREEMENT**

This Agreement is entered into by the ABNA Engineering, Inc. (hereinafter, "ABNA") and the Central West End Southeast Special Business District (hereinafter, "SBD" or "Client").

ABNA has been engaged to provide certain professional services. Pursuant to these services, SBD desires ABNA to perform certain services and ABNA desires to perform such services for the Preparation of Plans, Specifications, and Construction Cost Estimates for Pedestrian Street Lighting on the 4400 block of West Pine. Therefore, in consideration of the mutual promises, covenants, and representations contain herein the parties agree as follows:

### **SCOPE OF SERVICES**

ABNA shall work as an extension of SBD's staff to design and coordinate the construction of this project with the city's Board of Public Service (hereinafter "BPS"). It is understood that once design is complete that ABNA will turn over the Plans, Specifications, and Construction Cost Estimate to BPS for them to bid and manage the construction of this project.

More specifically, ABNA will:

1. Meet with SBD to review to the project goals, construction budget and schedule
2. Perform a site investigation to take measurements and photographs
3. Contact Ameren to coordinate improvements and power source location
4. Perform a topographic survey as necessary establish existing conditions and the location of existing utilities
5. Acquire property boundary information and ownership from City records
6. Prepare Preliminary Plans to show the location of existing and proposed lighting
7. Submit plans to all utility companies having facilities within the project limits
8. Submit plans to BPS and meet with City staff as necessary to discuss revisions
9. Prepare Construction Documents incorporating comments from BPS
10. Be available during bidding to answer bidder's questions
11. Be available during construction to review contractor submittals and answer contractor's Requests for Information (RFI)
12. Make periodic site visits to observe the Contractor's progress and quality of work
13. Work with BPS to prepare "As-Built" drawings

### **PERIOD OF PERFORMANCE**

ABNA anticipates work will start 5-business days after receipt of notice to proceed. Preliminary Plans will be ready for submittal 45-days thereafter. Construction Documents will be ready for submittal 45-days after receipt of Preliminary Plan review comments by Owner, BPS and Utilities. Construction Phase Services shall be completed 30-days after final acceptance of the project by BPS.

**COMPENSATION**

For all work described herein, SBD shall pay ABNA a Lump Sum amount of **\$15,600**.

**CHANGES**

The client may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase, or decrease, in ABNA's cost of, or time required for performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. No services for which an additional cost or fee will be charged by ABNA shall be furnished without the prior authorization of the client.

**PROJECT CONTACT**

SBD's contact shall be Mr. Matthew Green and he can be reached at 314-678-7762 or email: [matthew@parkcentraldevelopment.org](mailto:matthew@parkcentraldevelopment.org).


ABNA's contact shall be Mr. Jon Luer PE who will be our Project Manager and he can be reached at 314-454-0222 ext. 1109 or email [jluer@abnacorp.com](mailto:jluer@abnacorp.com). ABNA's back-up contact for this project is Frank Eppert PE. His phone extension is 1148 and his email is [feppert@abnacorp.com](mailto:feppert@abnacorp.com).


**ACCEPTANCE BY CONTRACTING PARTIES**

Signing of this Agreement indicated understanding and acceptance of the attached terms and conditions herein. This executed agreement does not serve as authorization to proceed. Please execute and return one fully executed copy to ABNA either by mail or electronically as a PDF file.

**ABNA Engineering, Inc.**

**Central West End Southeast Special Business District**

By:   
Name: Abe Adewale PE  
Title: Principal

By:   
Name: Yusef Scoggin  
Title: Chair of the Board of Commissioners  
Date: 3-13-17

## TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional services are made a part of this agreement for our services:

### AMENDMENTS

This agreement may be amended in writing providing both the Client and ABNA Engineering Inc. (ABNA) agree to such modifications. This contract constitutes the entire agreement between the parties and no oral agreements, statements or representations are a part of this agreement.

### COMPENSATION FOR SERVICES

The basis for compensation will be as identified in the agreement. All items not-covered in this agreement and requested by the Client will be performed at an agreed upon fee.

When "Lump Sum" Fee is utilized, it shall include all labor incurred by ABNA and shall not exceed the fixed payment amount without prior authorization of the Client.

All expenses and/or outside services will be billed at direct cost.

### INVOICE AND PAYMENT

ABNA may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for services will be due within 30 days.

If the Client fails to make any payment due ABNA for services and expenses within the period specified, a service charge of 1 1/2% per month will be added to the Client's account. This is an annual rate of 18%. If Client fails to fully and timely make any payment due to ABNA, ABNA may, without any liability or prior notice to Client, suspend all work under this contract until such payment is made, with interest as provided herein.

The Client shall pay the cost of the employees of ABNA engaged in connection with collection of any delinquent amounts at the rates specified in ABNA's current rate schedule for the time spent.

If legal or collection services are employed to collect any outstanding bills, any expenses and distribution, including reasonable attorneys' fees and court cost shall be paid by Client.

### LIMITATION OF LIABILITY

The Client agrees to limit ABNA's liability to the Client and to all construction Contractors and Subcontractors where applicable, on this work, for damages to them, due to ABNA's negligent acts, errors or omissions, such that the total aggregate liability of ABNA and to all those named shall not exceed the total project fee paid to ABNA.

In no event shall ABNA be liable for any indirect, special or consequential loss or damage of any type whatsoever arising out of the performance of the work on this project including, but not limited to, loss of use, loss of income, or business interruption, whether caused by the negligence of ABNA, or otherwise, and Client shall fully indemnify and hold ABNA harmless from any such damages or liability.

By executing this agreement, the Client assumes full liability for any errors or negligence contained in any documentation or information they furnish.

### CERTIFICATE OF MERIT

In any action, whether it is in Tort, Contract, or otherwise in which the client, owner, contractor or any of their subcontractors, sub-subcontractors agents and employees seek damages for personal injuries, property damage, lost profits or expectancies, business interruptions, death or other monetary loss by reason of alleged professional malpractice, negligence or breach of contract by ABNA, the plaintiff's attorney or the Plaintiff, if the Plaintiff is proceeding pro se, shall, before filing suit in any competent Court or arbitration forum, submit to ABNA an Affidavit declaring that the affiant has consulted and reviewed the facts of the case with an independent architect or engineer who the affiant reasonably believes:

- (i) is knowledgeable of the relative issues involved in the particular action;
- (ii) practices or has practiced within the last ten years or teaches or has taught within the last ten years in the same area of engineering that is at issue in the particular action; and
- (iii) is qualified by experience or demonstrated competence in the subject of the case, that the reviewing architect or engineer has determined in a written report, after a review of relevant material involved in the particular action that there is a reasonable and meritorious cause for the filing of such action, and that the affiant has concluded on the basis of the reviewing architect or engineer's review and consultation that there is a reasonable and meritorious cause of filing of such action.

A copy of the written report, clearly identifying the Plaintiff and the reasons for the reviewing architect or engineer's determination that a reasonable and meritorious cause for the filing of the action exists, must be attached to the Affidavit, but information which would identify the reviewing party may be deleted from the copy attached to the Affidavit.

If an Affidavit complying with this section is not submitted to ABNA before suit is filed, such suit shall be subject to dismissal by ABNA, without prejudice, with costs and attorney's fees related to the dismissal to be paid by the Plaintiff in favor of ABNA.

### REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by ABNA pursuant to this Agreement are instruments of service and shall be the property of the Client. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written consent or adaptation by ABNA will be at Client's sole risk, and without liability to ABNA. The Client shall indemnify and hold harmless ABNA from all claims, damages, losses and expenses including attorney's fees arising out of unauthorized reuse. Any such reuse will entitle ABNA to further compensation at rates to be agreed upon by Client and ABNA.

Copies of Documents that may be relied upon by the Client are limited to printed copies (also known as hard copies) that are signed or sealed by ABNA. Files in electronic media format of text, data, or graphics, or of other types that are furnished by ABNA to the Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. However, if ABNA's electronic files are delivered to the Client for Client's delivery without modification to Owner, the 60 day acceptance period for ABNA's files shall not begin until said files have been delivered to Owner. Any errors detected within the 60 day acceptance period will be corrected by the party delivering the electronic files. ABNA shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.

If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. When transferring documents in electronic media format, neither ABNA nor Client make representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ABNA or the Client, respectively, at the completion of This Part of the Project.

The Client and Owner may make and retain copies of Documents for information and reference in connection with the use and occupancy of This Part of the Project by Owner or Client's related design services. Such Documents are not intended or represented to be suitable for re-use by Client, Client's consultants, Owner, or others on extensions of This Part of the Project or on any other project. Any such re-use or modification without written verification or adaptation by ABNA as appropriate for the specific purpose intended will be at the re-user's sole risk and without liability or legal exposure to ABNA or ANBA's consultants. The Client shall indemnify and hold harmless ABNA and ABNA's Consultants from all damages, losses and expenses, including attorneys' fee arising out of or resulting therefrom.

Any verification or adaptation of the Documents for extensions of This Part of the Project or for any other project will entitle ABNA to further compensation at rates to be agreed upon by the Client and ABNA.

### RIGHT OF ENTRY

The Client will provide right of entry for our staff, subcontractors, and all necessary equipment to complete the work. ABNA will take all reasonable precautions to minimize damage to the property. It is understood by the Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

### UTILITIES AND BURIED STRUCTURES

In the prosecution of our work, ABNA will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client agrees to hold ABNA harmless for any damages to subterranean structures and utilities.

### GOVERNING LAWS

The validity or construction of this Agreement, as well as the rights and duties of the parties herein, shall be governed by the laws of the State of Missouri.

### DISPUTES

If litigation occurs in connection with this agreement, and ABNA prevails in such litigation Client shall pay all costs incurred by ABNA, including staff time, court costs, attorney's fees and other expenses related to the litigation.

### STANDARD OF CARE

Services performed by ABNA will be conducted with the level of care and skill ordinarily exercised by members of the professions currently practicing under similar conditions. No other warranty, express or implied, is made.

### RENOVATION/REHABILITATION OF EXISTING STRUCTURES

Where the work involves remodeling and/or rehabilitation of an existing structure, Client agrees that certain assumptions must be made regarding existing conditions and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the structure. Client agrees that, except for negligence on the part of ABNA, Client will hold harmless, indemnify and defend ABNA from and against any and all claims arising out of the professional services provided under this Agreement.

### ASBESTOS AND HAZARDOUS WASTES

Where the SCOPE OF SERVICES includes asbestos abatement and/or hazardous waste/remediation, Client agrees that the handling or removal of asbestos, asbestos products, and hazardous wastes involves certain health risks which require specific safety measures. ABNA will be responsible for safety and safety measures of ABNA employees only. The Client is responsible for his own negligence and safety measures for the protection of the Client's employees, contractors, subcontractors and the general public. Client agrees that, except for claims and damages arising from negligent acts, errors or omissions of ABNA, Client will hold harmless, defend and indemnify ABNA from all claims, suits, expenses or damages arising from or alleged to arise from exposure to, contact with or inhalation of asbestos, asbestos fibers, or any other hazardous or toxic substances, wastes or materials as so designated by any federal, state or local governmental entity or agency.

When the SCOPE OF WORK does not include asbestos and/or hazardous wastes and if, during the performance of work, the presence of hazardous or toxic materials or substances, which are not being properly or safely handled or disposed of, is discovered or suspected by ABNA, ABNA shall be permitted to immediately cease all work on the project which requires contact with or exposure to such hazardous or toxic materials, until Client has made arrangements satisfactory to ABNA for the removal, disposal or handling of same.

Nothing in this agreement shall impose any responsibility or liability on ABNA for claims, lawsuits, expenses or damages arising from, or in any manner related to, the exposure to, the handling, manufacture or disposal of asbestos, asbestos products, or any other hazardous waste or toxic substance of any kind, as so designated by federal, state or local governmental entities or agencies.

### CONSTRUCTION PHASE

ABNA shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work.

### INSURANCE

ABNA represents and warrants that its employees are protected by workers compensation Insurance and that ABNA has such coverage under public liability and property damage insurance policies which it believes to be adequate. Certificates for all such policies of insurance shall be provided to Client, upon request in writing. Within the limits and conditions of such insurance, ABNA agrees to indemnify and save the Client harmless from and against any loss, damage or liability asserted by third parties arising from any negligent acts by ABNA employees, except as otherwise limited by this contract. ABNA shall not, in any way, be responsible or liable for any loss, damage or liability beyond the amounts, limits and conditions of such insurance coverage. ABNA shall not be responsible for any loss, damage or liability arising from any negligent acts by Client, its agents, staff or other consultants.

To the fullest extent permitted by law. Client shall indemnify and hold ABNA harmless from and against any and all claims, damages, losses, suits, actions or expenses, including, but not limited to, attorney's fees, in connection with the project, provided that such claims, damages, suits, losses or expenses are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (including loss of use resulting there from), to the extent caused in whole or in part by negligent errors, acts or omissions of Client, anyone acting directly or indirectly for Client, or anyone for whose acts Client may be liable, regardless of whether or not such claim, damage, suit, action, loss or expense is caused in part by ABNA.

It is agreed that General Contractor is solely responsible for jobsite safety, and that this intent shall be made evident in the Client's Agreement with General Contractor. The Client also agrees to list the General Contractor's general liability insurance policy as being primary, and ABNA shall be made as additional insured under the General Contractor's general liability insurance policy. ABNA shall also be named as an additional insured, with the Client in the contract with the General Contractor, from liability arising from acts of negligence or omissions by the General Contractor.

### TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance to the terms hereof. Such termination shall be not be effective in that substantial failure has been remedied before expiration of the period in written notice. In the event of termination, Client will pay ABNA for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination or suspension for more than three (3) months, prior to completion of all work covered by this agreement, ABNA may, in its sole discretion, complete such analysis and other work necessary to complete required files and may also complete a report on the services performed to the notice date of termination or suspension. The expenses of termination or suspension shall include all direct costs of completing such analyses, records and reports billable at ABNA's standard hourly rates. In the event any phase of the project is delayed for reasons beyond ABNA's control, unbilled work will be invoiced at the standard hourly rates for the actual number of hours expended.