: 10.12.2026 McKnight Parking Lot Assessment: Signed Agreement for Consulting

From: M Bret Blackford (bret_blackford@yahoo.com)

To: emcpherson@mcknightcrossings.org; jonesy.steve69@gmail.com; dave-n-amy-weiler@juno.com

Cc: bret_blackford@yahoo.com

Date: Monday, October 12, 2026 at 02:44 PM CDT

Elizabeth, Dave Weiler, Steve Jones,

Just a heads-up that I've signed an agreement with PaveTech Consulting to provide an independent assessment of our parking lot and help us determine the best approach for extending its useful life.

Steve Jones and I have been talking with paving contractors and reviewing proposals. We have received significantly different recommendations, ranging from milling and resurfacing the existing asphalt to removing and replacing it entirely. The primary proposals we're considering are in the $100,000–$140,000 range, and each approach appears to have merit.

Given the age and condition of our parking lot, I believe we've reached the point where routine crack filling and sealing will no longer provide meaningful long-term value. We need to address the deteriorating asphalt, but we also don't want to spend money unnecessarily replacing pavement that may still have a sound underlying structure.

That's why I wanted an independent professional opinion before we commit to a major expenditure. PaveTech will inspect the lot, take five pavement core samples, review the contractor proposals, and help us determine whether resurfacing, full-depth replacement, or some combination of the two makes the most sense.

The assessment will cost $3,950, which is a little more than I originally hoped to spend. However, given the size of the potential project and the differences in the contractor recommendations, I believe it's a worthwhile investment to help us make a well-informed decision and get the most value for the church's money.

For now, this is simply an FYI. PaveTech may be onsite conducting its inspection and taking core samples over the next few weeks. I'll continue to coordinate with them, even while I'm out of the country October 14 through November 4, although we'll defer a detailed discussion of their findings until I return.

I'll keep everyone informed as we learn more. No decision has been made regarding the actual paving work, which we're anticipating sometime next spring.

Thanks, and let me know if you have any questions.

--- Bret

----- Forwarded Message -----
From: M Bret Blackford <bret_blackford@yahoo.com>
To: Matt Wilhelm Pavetech <mwilhelm@pavetechconsulting.com>
Cc: Erika Campbell <ecampbell@rooftechconsulting.com>; Sys Admin <bblackford@mcknightcrossings.org>

Sent: Monday, October 12, 2026 at 02:30:06 PM CDT
Subject: 10.12.2026 McKnight Parking Lot Assessment: Signed Agreement

Matt,

Thanks for the confirmation. Attached is the signed agreement for McKnight's pavement assessment. Once PaveTech has countersigned the agreement, please send me a fully executed copy for McKnight's records.

As mentioned, I'll be out of the country October 14 through November 4. Please feel free to proceed with the site inspection and pavement coring during that time (if it works with your schedule - no rush). However, I'd prefer to wait until my return to discuss the findings, recommendations, and contractor proposals.

I'll have access to email while traveling, although my responses may be delayed.

Looking forward to working with you and PaveTech!

---- Bret

On Monday, October 12, 2026 at 10:40:46 AM CDT, Matt Wilhelm Pavetech <mwilhelm@pavetechconsulting.com> wrote:

Yes, we will review the other recommendations you have received.

Matthew Wilhelm RRC, RRO



From: M Bret Blackford <bret_blackford@yahoo.com>
Sent: Wednesday, October 7, 2026 1:02 PM
To: Matt Wilhelm Pavetech <mwilhelm@pavetechconsulting.com>; Bret Blackford <bret_blackford@yahoo.com>
Subject: Quick Scope Clarification – PaveTech Proposal

Matt,
I like the revised proposal and am close to signing it.
Just one quick clarification before I do: is Section E — "*Review the report and recommendations, options, and scopes of work with Owner's representative*" — intended to include PaveTech's review of the two paving contractor proposals we have received and your professional opinion as to which approach you would recommend for McKnight, including

whether a hybrid approach might make sense? That is really the key decision we are hoping this evaluation will help us make.

Thanks,

--- Bret

----- Forwarded Message -----

From: Matt Wilhelm Pavetech <mwilhelm@pavetechconsulting.com>
To: M Bret Blackford <bret_blackford@yahoo.com>; Cale Prokopf <cprokopf@rooftechconsulting.com>
Cc: Sys Admin <bblackford@mcknightcrossings.org>; Bobby Kurtzeborn <bkurtzeborn@rooftechconsulting.com>
Sent: Tuesday, October 6, 2026 at 04:39:36 PM CDT
Subject: Re: McKnight Parking Lot Evaluation – Authorization to Proceed

Bret,

Please see the attached revised proposal. We will proceed with the scope of work defined in the proposal once we have a signed contract.

We will contact you prior to being on site and will likely schedule the onsite review for a time shortly after your return. The coring might be scheduled sooner.

Matthew Wilhelm RRC, RRO



From: M Bret Blackford <bret_blackford@yahoo.com>
Sent: Saturday, October 3, 2026 10:40 AM
To: Cale Prokopf <cprokopf@rooftechconsulting.com>; Matt Wilhelm Pavetech <mwilhelm@pavetechconsulting.com>
Cc: Sys Admin <bblackford@mcknightcrossings.org>; Bobby Kurtzeborn <bkurtzeborn@rooftechconsulting.com>
Subject: McKnight Parking Lot Evaluation – Authorization to Proceed

Matt,

Thanks again for taking the time to talk with me. Our discussion was helpful, and McKnight would like to proceed with the pavement evaluation and testing outlined in the proposal, including the pavement cores.

Before we sign the proposal, could you please send us a revised copy removing the references to **roofing, roof systems, and roof areas** from the Important Terms and Conditions? Those appear to have carried over from a roofing proposal template.

I would also like to confirm our understanding of the scope based on our conversation. Our primary objective is to have PaveTech provide an **independent professional assessment of the existing parking lot and help McKnight determine the most economical, technically reasonable approach to extending its useful life.** We are not looking for the design of an ideal new parking lot at this stage.

In particular, we would like the evaluation to include:

- review of the paving contractor proposals we provide;
- comparison of the proposed mill/overlay and full-depth reconstruction approaches;
- consideration of whether a hybrid approach—selective full-depth reconstruction in failed areas combined with milling/overlay elsewhere—would be appropriate;
- documentation of the core locations and what each core reveals regarding asphalt thickness/layers and the observable condition of the underlying pavement/base;
- identification of areas where deterioration appears primarily surface-related versus areas where deeper structural deterioration appears likely; and
- PaveTech's practical recommendation as to which approach, or combination of approaches, provides the best basis for extending the useful life of the existing parking lot.

We understand that the coring is not a geotechnical or soils bearing-capacity investigation and that conclusions regarding subsurface conditions will necessarily be based upon the cores, visual observations, pavement history, and PaveTech's professional experience.

For now, we would like to proceed with the **$3,950 pavement assessment only** and not the $1,670 sidewalk/ADA alternate.

If that accurately reflects our discussion and intended scope, please send the revised pavement-specific proposal and let me know the anticipated timing for the site visit/coring and report. There is no rush on scheduling, as we anticipate contracting for the parking lot work next spring.

I will be on vacation October 14 through November 4. PaveTech is welcome to perform the field work during that period, but I may be slower than usual responding to email or phone messages.

Thanks again. We look forward to working with you.

---- Bret

M. Bret Blackford

McKnight Crossings Church of Christ

On Tuesday, September 29, 2026 at 10:06:20 AM CDT, Matt Wilhelm Pavetech <mwilhelm@pavetechconsulting.com> wrote:

Bret,

Great I will call you then.

Matthew Wilhelm RRC, RRO

Matthew Wilhelm RRO, RRC
LEAD DESIGNER 618-975-3185

RoofTech BUILDING ENCLOSURE CONSULTANTS | PAVETECH CONSULTING

mwilhelm@rooftechconsulting.com
mwilhelm@pavetechconsulting.com

432 Marshall Avenue St. Louis, MO 63119

From: M Bret Blackford <bret_blackford@yahoo.com>
Sent: Tuesday, September 29, 2026 9:03 AM
To: Cale Prokopf <cprokopf@rooftechconsulting.com>; Matt Wilhelm Pavetech <mwilhelm@pavetechconsulting.com>
Cc: Sys Admin <bblackford@mcknightcrossings.org>; Bobby Kurtzeborn <bkurtzeborn@rooftechconsulting.com>
Subject: Re: Independent Pavement Evaluation – McKnight Crossings Church Parking Lot

Matt, let's shoot for 3:30pm today.
--- Bret

On Tuesday, September 29, 2026 at 08:58:53 AM CDT, Matt Wilhelm Pavetech <mwilhelm@pavetechconsulting.com> wrote:

Bret,
I have availability for a 15 minute call. Let me know a time that works for you.
Today: 3:30-4:30
Wednesday: 1:30-4:30
Thursday: 1:30-4:30

Matthew Wilhelm RRC, RRO

Matthew Wilhelm RRO, RRC
LEAD DESIGNER 618-975-3185

RoofTech BUILDING ENCLOSURE CONSULTANTS | PAVETECH CONSULTING

mwilhelm@rooftechconsulting.com
mwilhelm@pavetechconsulting.com

432 Marshall Avenue St. Louis, MO 63119

From: M Bret Blackford <bret_blackford@yahoo.com>
Sent: Tuesday, September 29, 2026 8:15 AM

To: Cale Prokopf <cprokopf@rooftechconsulting.com>; Matt Wilhelm Pavetech <mwilhelm@pavetechconsulting.com>
Cc: Sys Admin <bblackford@mcknightcrossings.org>; Bobby Kurtzeborn <bkurtzeborn@rooftechconsulting.com>
Subject: Re: Independent Pavement Evaluation – McKnight Crossings Church Parking Lot

Matt,
Thanks again for the proposal and for your willingness to discuss the project by phone. I would like to schedule a brief call with you to make sure we are properly defining the scope before we move forward.
Our primary objective is still to obtain an **independent professional evaluation of the McKnight parking lot**. We have received materially different recommendations from paving contractors, and we are not confident that we yet know the proper rehabilitation approach.
Our goal is not to engineer an ideal new parking lot. It is to independently evaluate the contractor options we have received and help us determine the most economical, technically reasonable approach to extending the useful life of the existing pavement.

I think a short phone conversation would help us determine exactly what should be included in the initial scope and whether all of the items in the current proposal are necessary at this stage.
Please let me know a convenient time to talk. I can generally work around your schedule.
Thanks again,
Bret
M. Bret Blackford
McKnight Crossings Church of Christ
314/402-7086

On Wednesday, September 16, 2026 at 08:44:13 AM CDT, Matt Wilhelm Pavetech <mwilhelm@pavetechconsulting.com> wrote:

Bret,
We could eliminate the coring of the pavement, but this would affect the design recommendation - 5 locations is the smallest sample to get a good feel for the construction. Removing the coring only defers the cost to the design phase. The cost we proposed is reasonable and fair for the scope of work.
We have not looked at the parking lot, but a 3" Mill and pave is not possible with a typical parking lot structure. Replacement is a reasonable expectation, but there are other options that can be reviewed once on site.
Contractors provide recommendations all of the time and without coring the pavement their solutions really provide little value to us, but we always review all information provided and will review.

If you want to have a call to discuss this and what you need over the phone, I can be available - let me know what works for you this week.

Matthew Wilhelm RRC, RRO

Matthew Wilhelm RRO, RRC
LEAD DESIGNER 618-975-3185

RoofTech BUILDING ENCLOSURE CONSULTANTS | PAVETECH CONSULTING

mwilhelm@rooftechconsulting.com
mwilhelm@pavetechconsulting.com

432 Marshall Avenue St. Louis, MO 63119

From: M Bret Blackford <bret_blackford@yahoo.com>
Sent: Tuesday, September 15, 2026 3:51 PM
To: Cale Prokopf <cprokopf@rooftechconsulting.com>; Matt Wilhelm Pavetech <mwilhelm@pavetechconsulting.com>
Cc: Sys Admin <bblackford@mcknightcrossings.org>; Bobby Kurtzeborn <bkurtzeborn@rooftechconsulting.com>
Subject: Re: Independent Pavement Evaluation – McKnight Crossings Church Parking Lot

Matt,
Thank you for putting this together. The proposed scope looks very thorough and appears to address the questions we are trying to answer.
The $3,950 fee is a little higher than I had anticipated. I had hoped we might be able to keep the initial evaluation in roughly the $2,000–$3,000 range, so I wanted to see whether we could narrow the first phase somewhat while still getting the professional guidance we really need.
Our immediate objective is fairly focused. We currently have two significantly different asphalt rehabilitation approaches under consideration:

- approximately a 3-inch mill and replacement; and
- removal of the existing asphalt down to the aggregate/gravel base, followed by reconstruction.

We would especially value an independent professional assessment of those two approaches, including the strengths, weaknesses, risks, and likely long-term performance of each given the actual condition of our pavement. We would also like your opinion as to whether a hybrid approach—full-depth reconstruction in failed areas combined with milling and replacement where the underlying pavement remains structurally sound—might make more sense.
One of the questions we are trying to understand is whether retaining sound existing asphalt can sometimes be structurally preferable to removing all of the existing pavement when the lower asphalt and aggregate base remain in good condition. We do not want to pay for unnecessary reconstruction or disturb a stable base if there is value in retaining portions of the existing pavement structure. At the same time, we do not want to place new asphalt over deeper structural failures that really should be removed and corrected.
The existing parking lot is probably more than 30 years old and has been in service throughout that period. We recognize that age alone does not establish that the underlying pavement and base are sound, but we would be interested in your professional view as to whether that long service history tells us anything useful. For example, if there were significant systemic base or subgrade problems, would you generally expect those problems to have become evident over 30+ years, or could meaningful hidden deficiencies still exist that would materially affect this decision?

We would be happy to provide the contractor proposals we are currently considering. Beyond the physical inspection and any appropriate coring, what we really value is having an experienced, independent third party review the pavement and the proposals and tell us what approach you would favor if you were making this decision—along with the reasons why.

We are looking for a practical professional opinion to help inform the Church's decision. We are not asking PaveTech to provide final pavement design documents or guarantee the future performance of either alternative.

With that narrower objective in mind, would you be able to suggest a reduced Phase 1 scope in the **$2,500–$3,000 range**? Perhaps that could include:

- site inspection and visual pavement assessment;
- review of the contractor proposals we are considering;
- a limited number of strategically selected pavement cores;
- assessment of whether deterioration appears primarily surface-related, full-depth, or localized;
- comparison of the mill-and-replace, full-depth reconstruction, and possible hybrid approaches; and
- a concise written recommendation explaining which approach you believe is most appropriate and why.

We could potentially defer the more detailed pavement mapping, five-year phased capital plan, or other documentation until later if we determine it would be useful.

We would also plan to defer the **$1,670 sidewalk/ADA alternate** for now and focus this initial assessment on the asphalt rehabilitation decision.

One other item: I noticed that the Important Terms and Conditions page contains several references to roof systems and roof areas. I assume that language was carried over from another proposal template. Could you provide a pavement-specific version of those terms before we proceed?

I appreciate the proposal and your willingness to help us with this. We are trying to spend enough on the evaluation to make a well-informed decision, without spending more than necessary before we know which direction the Church should take.

Thanks,

Bret
M. Bret Blackford
McKnight Crossings Church of Christ
314/402-7086 : mobile

On Tuesday, September 15, 2026 at 03:15:02 PM CDT, Matt Wilhelm Pavetech <mwilhelm@pavetechconsulting.com> wrote:

Thank you for reaching out to PaveTech Consulting. Attached is our proposal for the pavement evaluation at McKnight Crossings Church of Christ.

The proposed evaluation includes approximately 58,000 SF of asphalt parking lot and drive lanes. Concrete pavement that directly interface with the asphalt pavement will also be reviewed, as replacement or modification of these areas may be appropriate to incorporate into the overall pavement rehabilitation project and budget.

We have included pavement coring at five (5) representative locations to verify the existing pavement thickness and better understand the existing pavement section. The cores, along with our visual evaluation of the pavement

conditions, will help us provide a more informed recommendation regarding full-depth replacement, milling and resurfacing, selective full-depth repairs, or a combination of these approaches.

As an Alternate Add, we have also included an evaluation of the sidewalks and accessible routes serving the building should the Church wish to incorporate those areas into the overall assessment and future planning.

Please review the attached proposal and let me know if you have any questions. We would be happy to discuss the proposed scope before proceeding.

Thank you,

Matthew Wilhelm RRC, RRO



From: M Bret Blackford <bret_blackford@yahoo.com>
Sent: Wednesday, September 9, 2026 1:05 PM
To: Information Pavetech <info@pavetechconsulting.com>; Cale Prokopf <cprokopf@rooftechconsulting.com>
Cc: Sys Admin <bblackford@mcknightcrossings.org>; Matt Wilhelm Pavetech <mwilhelm@pavetechconsulting.com>; Bobby Kurtzeborn <bkurtzeborn@rooftechconsulting.com>
Subject: Re: Independent Pavement Evaluation – McKnight Crossings Church Parking Lot

Cale,
Next week will be fine. Look forward to talking with you then.
--- Bret

On Wednesday, September 9, 2026 at 11:17:24 AM CDT, Cale Prokopf <cprokopf@rooftechconsulting.com> wrote:

Mr. Blackford,

Thanks for reaching out. This is a perfect project and we are more than happy to provide a proposal for an inspection which would answer all the questions outlined below.

The lead of PaveTech is unfortunately traveling out of the country until next week. Upon his return we can provide a proposal and schedule any time to review as needed.

Cale Prokopf RRO, REWO
PRESIDENT 314-687-5687

RoofTech BUILDING ENCLOSURE CONSULTANTS | PAVETECH CONSULTING

cprokopf@rooftechconsulting.com
cprokopf@pavetechconsulting.com

432 Marshall Avenue St. Louis, MO 63119

From: M Bret Blackford <bret_blackford@yahoo.com>
Sent: Wednesday, September 9, 2026 10:47 AM
To: Information Pavetech <info@pavetechconsulting.com>
Cc: Sys Admin <bblackford@mcknightcrossings.org>
Subject: Independent Pavement Evaluation – McKnight Crossings Church Parking Lot

PaveTech Consulting,

I am helping coordinate a parking lot rehabilitation project for **McKnight Crossings Church of Christ, 2515 S. McKnight Road, St. Louis, MO 63124**, and I am contacting your firm regarding a possible **independent pavement evaluation**.

Our asphalt parking lot is more than 30 years old and has widespread cracking, including some areas of alligator/fatigue cracking. We have obtained several paving proposals, but the contractors differ significantly on the appropriate long-term repair.

The two primary approaches being proposed are:

- **Mill and resurface:** remove approximately 2" of the existing asphalt and install about 2"–2½" of new asphalt.
- **Full-depth asphalt removal:** remove the existing asphalt down to the aggregate/rock base, rework and compact the base as needed, and install approximately 3" of new asphalt.

Because the cost difference is substantial, we would like an **independent professional assessment of the existing pavement condition and the most appropriate long-term approach** before proceeding.

Our primary question is whether enough of the existing lower asphalt and aggregate base remains structurally sound to justify retaining it and using a mill-and-overlay approach, or whether deterioration is sufficiently deep or widespread that full-depth removal would provide better long-term value.

We would also be interested in whether a **hybrid approach** may be appropriate—for example, full-depth reconstruction of failed areas combined with milling and resurfacing of pavement that remains structurally sound.

At this point, we are **not necessarily looking for a full geotechnical investigation**. Ideally, we would first like an experienced pavement professional to:

- inspect the site,
- review the pavement condition and contractor proposals,
- discuss the likely causes and depth of deterioration, and
- recommend what limited testing, if any—such as pavement cores, base evaluation, GPR, or other testing—would materially help answer the question.

Would this be the type of evaluation PaveTech could assist us with? If so, I would appreciate an opportunity to discuss your recommended scope, timing, and approximate cost.

Thank you,

M. Bret Blackford

McKnight Crossings Church of Christ
2515 S. McKnight Road
St. Louis, MO 63124
bblackford@mcknightcrossings.org
314/402-7086

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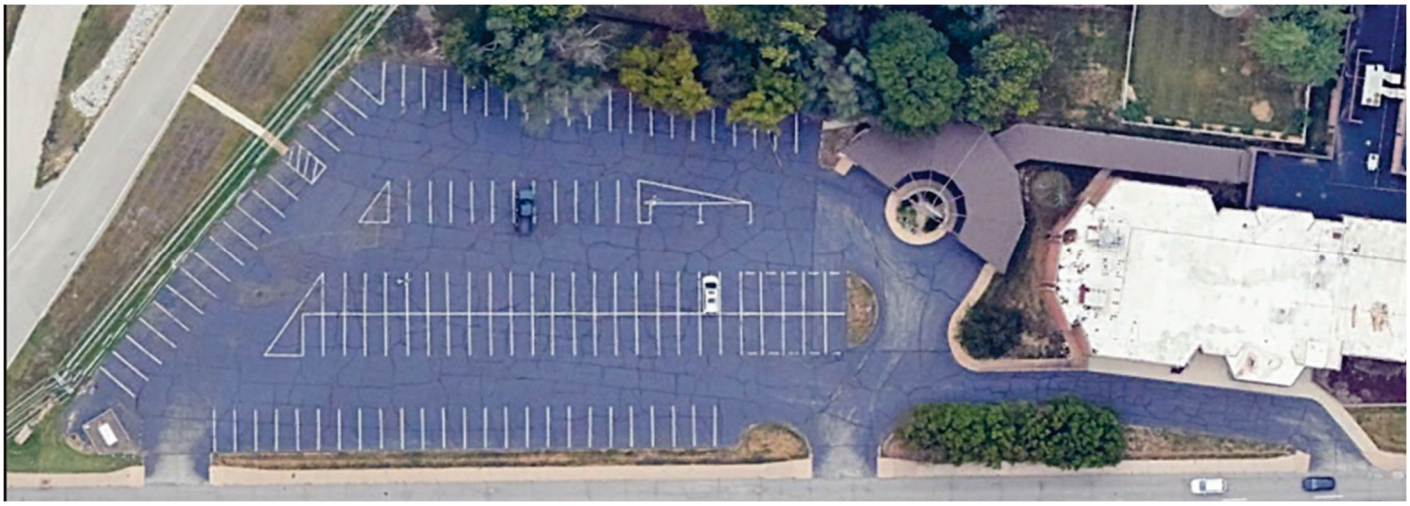
PAVEMENT CONSULTING SERVICES PROPOSAL AGREEMENT
PaveTech Consulting, Inc., 432 Marshall Avenue, St. Louis, MO 63119

October 6, 2026

Client: **McKnight Crossing Church of Christ**
Attn: M. Bret Blackford
2515 S. McKnight Road
St. Louis, MO 63124

Project Description: Preliminary pavement assessment of the following facility as identified in the attached overview image.

1. 2515 S. McKnight Road, St. Louis, MO 63124: The inspection includes the evaluation of the all of the asphalt pavement at this location, approximately 6,790 SY. Visual evaluation of exterior ADA components, concrete, and curbs within the parking lot areas are included. Sidewalks and site access are not included at this time.



Project Summary: Provide a complete "third party" independent evaluation to assess current pavement condition(s), life expectancy and potential budgeting requirements. Provide objective information including photos to illustrate findings and areas of concerns. Coring of pavement in five (5) locations is included in this phase of the evaluation.

SCOPE OF PAVEMENT ASSESSMENT

A. Develop a pavement reference system using the image showing all areas, numbers/reference system, and approximate size.
B. Core asphalt pavement in five (5) locations is included in the pricing. Core will show the depth of the existing asphalt pavement and subbase to a depth of approximately 10" deep. This is not a soils test to determine bearing capacity or suitability of the subgrade.
C. Review pavement performance and history with onsite personnel.
   i. Focus inspection efforts in areas where hazards and failed pavement are evident.
   ii. Physically walk the pavement areas and inspect pavement, components, and associated details.
   iii. Divide the site into pavement zones based on condition and client's needs.
D. Publish findings in summary form for pavement.

i. Provide image locating pavement areas and areas of concern and/or repairs.
ii. Provide a phased plan to complete the identified repairs / replacement over the next five (5) years.
iii. Publish findings in summary form. Provide digital photos to illustrate findings and corroborate recommendations.

E. Review the report and recommendations, options, and scopes of work with Owner's representative.
F. The inspection will be based on generally accepted practices, provided facility documents, and accepted industry standards.

FEE SCHEDULE

Pavement Assessment: $3,950.00

Add: Review all sidewalks for work needed and ADA accessibility: $1,670.00

Insurance coverage certificates including worker's compensation, errors and omissions, and general liability shall be provided upon request. Refer to Important Terms and Conditions page for additional requirements and information.

ADDITIONAL TESTING/SERVICES & ITEMS NOT INCLUDED:

A. Professional Architectural and Engineering services, and/or structural related issues.
B. Latent or subsurface defects not visible or detectable during the inspection or survey.
C. Additional testing, lab services, and or return visits are not included with this proposal.
D. Refer to "important terms and conditions" page for additional requirements.
E. Additional consulting services as approved, shall be based on a "time and reimbursable" basis of $175.00 per hour. Consulting Services shall be performed by a Senior Consultant.

PaveTech Consulting Inc. is an independent "third party" consulting group licensed and insured, with no ties, agreements or other collusive interests.

AUTHORIZATION TO PROCEED

PaveTech Consulting, Inc. is hereby authorized to proceed with services described in this proposal.

Authorized Signatures

McKnight Crossings Church of Christ	**PaveTech Consulting, Inc.**
Signature: M Bret Blackford	Signature:
Name: M. Bret Blackford	Name: Cale Prokopf, RRO, REWO
Title: President	Title: President
Date: Oct. 12, 2026	Date: October 6, 2026

IMPORTANT TERMS AND CONDITIONS

1. PaveTech Consulting Inc., Hereafter referred to as PaveTech, will be provided reasonable immediate access to the pavement areas.
2. Data relative to surface conditions provided to the Client in the investigative report will be valid for 60 days. Unless otherwise stated or confirmed in writing.
3. Recommendations as to the pavement condition are based upon current published standards accepted in the trade-with assumed installation by an experienced, licensed contractor in strict accordance with the specifications of PaveTech and the local authorities' specifications.
4. PaveTech represents:
   a. That its investigative and pavement survey reports will be suitable to provide Client with accurate information as to the existing makeup and condition of the present pavement-if coring is approved, plans are provided, or otherwise as can be inferred from visual observation.
   b. That its recommendations and specifications will be in accordance with the current published standards. No representation is made as to the efficacy, or life span of repairs to existing systems;
   c. That its recommendations and specifications for a new, repair, or overlay, if promptly commenced, will be in accordance with the current "state of the art" standards and will be suitable for the Client to have new or replacement pavement installed on the designated areas, which is commensurate in quality with the Client's budget or price allocation for such installation and which will qualify for the warranty from the contractor as stated in the project bid documents. All rights, remedies, causes of action of Client, shall merge in such warranty, which shall be the Client's sole remedy for the design, specifications, suitability, installation and performance of the system installed;
   d. That its construction inspection services will be performed at the site at intervals appropriate to the stage of construction so as to familiarize Consultant generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. Inspection services will not include exhaustive or continuous onsite inspections to check quality or quantity of work, unless provided for in the scope of work;
   e. Unless so stated in the scope of services, PaveTech has no authority to stop or direct contractor's work, without the Client's prior approval, except where necessary to avoid damage to property or injury to people;
   f. That the Consultant will exercise reasonable skill and judgment in providing its consulting services. PaveTech will not be a guarantor of the project to which its services are directed, and its responsibility shall be limited to work specifically performed by PaveTech for the Client. PaveTech shall not be responsible for acts of omissions of the Client, Contractors, subcontractors, or third parties, not under the direction control of the Consultant;
   g. No other representations or warranties, expressed or implied, are given. No actions arising from this agreement or the services performed hereunder, including those based on latent defects, may be maintained by either party unless commenced within one year from the completion of services rendered by PaveTech under this agreement. PaveTech shall not be responsible for other facility, construction management, and/or construction related issues such as scheduling, workmanship, asbestos, mold, silica, and other hazards, terrorism**,** consequential damages, overruns, project safety, and/or other issues arising from any services rendered under this agreement for each specific project identified in the contract proposal.
5. Claims and disputes shall follow in accordance with the Construction Industry Rules of the American Arbitration Association in Saint Louis Missouri, unless mutually agreed to otherwise. The Client shall notify PaveTech in writing within 7 days of realizing such claim or dispute. PaveTech shall then be granted access, and a fair and reasonable amount of time to investigate and review findings. Failure to notify PaveTech of such claim constitutes a waiver of the claim.
6. The Client agrees to limit the Consultant's liability to the Client for each project (identified in the contract proposal) and to limit the Consultant's liability by appropriate written agreement to all construction contractors and subcontractors on each project, due to the consultant's professional negligent acts, errors, or omissions, such that the total aggregate liability of the consultant to all those named shall not exceed the Consultants $1,000,000 professional and general liability policy.
7. All drawings, specifications, and other work, are a product of the Consultant for this project are instruments of service for this project only, and the Consultant shall retain ownership and property interest therein whether the project is completed or not. Reuse of any of the instruments of service of the Consultant by the Client on extensions of this project or on any other project without written permission of the Consultant shall be at the Client's risk, and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.
8. Execution of this Authorization by Client, or issuance of a purchase order by Client, will constitute acceptance of each and every term and condition of this contract. Any additional terms or condition stated in the Client's purchase order, or other written communication accepting this contract, or contained in any general or special conditions issued by the Client, or by alteration by the Client of this contract form, shall not be valid under any circumstances unless specifically adopted or approved by written response of the Consultant. Failure to respond by the Consultant shall be deemed a denial of any additional terms or conditions stated in the Client's acceptance or counter-proposal of the Client. This contract supersedes all prior negotiations or agreements whether written or oral.
9. PaveTech makes no representations as to the structural adequacy of the parking structure except upon the basis of written opinion of an independent structural engineer, provided by the Client.
10. Client agrees that the balance of all sums due under this agreement shall be immediately due and payable upon completion of the services by PaveTech. PaveTech may charge the maximum legal interest rate upon sums due under contract which are not paid within 30 days of its due date. Client agrees to pay reasonable attorney fees and costs incurred in collecting overdue accounts.