

Filed
OCT 30 2013
Missouri Ethics
Commission

**BEFORE THE
MISSOURI ETHICS COMMISSION**

MISSOURI ETHICS COMMISSION,)
)
) Petitioner,)
) Case No. 12E027
v.)
)
STEVE SMITH,)
)
) Respondent.)

**JOINT STIPULATION OF FACTS, WAIVER OF HEARING
BEFORE THE MISSOURI ETHICS COMMISSION, AND
CONSENT ORDER WITH JOINT PROPOSED
FINDINGS OF FACT AND CONCLUSIONS OF LAW**

The undersigned parties jointly stipulate to the facts and consent to the action set forth below.

The undersigned Respondent, Smith, acknowledges that he has received and reviewed a copy of the Complaint filed by the Petitioner in this case, and the parties submit to the jurisdiction of the Missouri Ethics Commission.

The undersigned Respondent further acknowledges that he is aware of the various rights and privileges afforded by law, including but not limited to: the right to appear and be represented by counsel; the right to have all charges against Respondent be proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Respondent; the right to present evidence on Respondent's behalf at the hearing; and the right to a decision upon the record of the hearing. Being aware of these rights provided to Respondent by operation of law, the undersigned Respondent knowingly and voluntarily waives each and every one of these rights and freely enters into this Joint Stipulation of Facts, Waiver of Hearing before the Missouri Ethics Commission, and Consent

Order with Joint Proposed Findings of Fact and Conclusions of Law, and agrees to abide by the terms of this document.

I.

Based upon the foregoing, the Petitioner and the undersigned Respondent jointly stipulate to the following and request that the Missouri Ethics Commission adopt as its own the Joint Proposed Findings of Fact and the Joint Proposed Conclusions of Law, as follows:

JOINT PROPOSED FINDINGS OF FACT

A. Parties and Jurisdiction

1. The Missouri Ethics Commission (“the Commission”) is an agency of the State of Missouri established pursuant to Section 105.955, RSMo, in part for the purpose of enforcing the provisions of Chapter 105, RSMo.

2. Pursuant to Section 105.961, RSMo, the Commission’s staff has investigated a complaint filed with the Commission and reported the investigation’s findings to the Commission.

3. Based on the report of the Commission’s staff, the Commission determined that there are reasonable grounds to believe that violations of law occurred, and it therefore authorized a hearing in this matter pursuant to Section 105.961.3, RSMo.

4. The Rockwood R-VI School District is a political subdivision of the State of Missouri.

B. Glenn Construction Company, Inc., hires Respondent Smith as a Project Coordinator

5. Glenn Construction Company, Inc. hired Respondent Smith in 2004.

6. Respondent Smith worked as a Project Coordinator for Glenn Construction Company through June 2012, when he resigned from the company.

C. Glenn Construction Company contracts with Rockwood School District

7. Rockwood School District issued a series of bonds for school construction projects. Relevant to this case, the district issued bonds in 2008 and 2010.

8. Glenn Construction Company, Inc., and the Rockwood School District entered into a several contracts.

9. Under these contracts, Glenn Construction served as the “Program Manager” for the construction projects financed by these bonds.

10. For example, on October 15, 2009, the Rockwood Board of Education and Glenn Construction Company entered into a Program Management Agreement for construction services. A copy of that contract is attached hereto and incorporated by reference as Exhibit 1.

11. Under this October 2009 contract, Glenn Construction was required to make recommendations to the school district, assist in negotiating “change orders” to construction projects, and advise the district on matters relating to the construction projects.

(i) Payments to Glenn Construction Company

12. Rockwood School District paid Glenn Construction a “Program Management Fee,” which is calculated as 7% of the “Cost of the Program.”

13. The “Cost of the Program” is the “aggregate cost of effectuating the numerous projects” on which Glenn Construction advised Rockwood School District.

14. The “Cost of the Program” is modified by a “Change Order.”

15. A “Change Order” is a change to the “Program ... consisting of additions, deletions or other revisions to the Program Management Fee, with the Cost of the Program and the term of this Agreement being adjusted accordingly by mutual agreement of the parties hereto.”

16. The “Program” is the “program of construction and renovation of District school facilities...” undertaken by the School District with voter-approved bond money.

17. In other words, Glenn Construction Company’s payments under the contract were tied directly and proportionally to the cost of the school’s construction projects. To change the cost of these projects, the Board of Education had to agree to a “Change Order,” and it was Glenn Construction Company’s duty to advise the Board of Education on these “Change Orders.”

D. Respondent Smith joins the Board of Education

18. On May 6, 2010, Respondent Smith was appointed to the Board of Education effective May 15, 2010, to finish the remainder of the term of a member who had resigned in April.

19. In April 2011, Respondent Smith was re-elected to the Board of Education and chosen as its President.

20. On December 15, 2011, Respondent Smith resigned as President of the Board of Education but remained a member of the Board.

21. In 2009 and again in 2011, the Rockwood School District Board of Education adopted its Policy 0342, stating in relevant part:

A Board member shall not ... accept ... payments, or anything greater than a nominal value item or holiday gifts of nominal value from any person, organization, group or entity doing business or desiring to do business with the district.

22. On May 15, 2010, Respondent Smith took his oath of office for the term ending in April 2011, which stated in relevant part:

I, Stephen Smith, do solemnly swear ... that I will abide by and uphold the Rockwood R-VI School District Board Member Code of Ethics, and will faithfully demean myself in office.

23. On April 7, 2011, after being re-elected to the Board, Respondent Smith again took an oath of office:

I, Steve Smith, do solemnly swear ... that I will abide by and uphold the Rockwood R-VI School District Board Member Code of Ethics, and will faithfully demean myself in office.

24. Prior to April 2010, and continuing after June 2012, Glenn Construction Company was doing business with Rockwood School District and desired to do further business with the district.

25. Between May 2010 and June 2012, Respondent Smith accepted payments from Glenn Construction Company for his services as a Project Coordinator working on projects for the Rockwood School District.

26. As Project Coordinator for Glenn Construction Company, Respondent Smith helped Glenn Construction Company perform its duties under its contracts with Glenn Construction Company, and those contractual duties included work necessary for Glenn Construction to make recommendations to “Change Orders” to the contracts.

E. Votes on Change Orders
(i) Procedures adopted by the Board

27. Throughout 2010 and 2011, the School Board was asked to vote on several “change orders,” approving additional construction work.

28. For the agenda items on these votes, the recommendation to the Board sometimes noted that “[t]his is within the budget” for the project. Other agenda items did not have this notation.

29. At the end of 2010 and 2011, Glenn Construction reviewed the Board’s “change order” votes and determined which of them required Rockwood School District to pay Glenn Construction additional fees. Respondent Smith recused himself and left the room when the Board voted on whether to pay additional fees requested by Glenn Construction.

30. Glenn Construction Company’s 2010 request is attached hereto as Exhibit 2 and its 2011 request is attached hereto as Exhibit 3.

(ii) Votes by Respondent Smith

31. As stated in paragraphs 32 and 33 below, Respondent Smith voted to approve certain “change orders” later used by Glenn Construction to support its request for additional fees in 2010 and 2011 as reflected in Exhibit 2 and Exhibit 3, respectively.

32. At five separate meetings in 2010 and 2011, when the Board was advised a change order was within the project budget, Respondent Smith voted to approve the change order.

33. At eight separate meetings in 2010 and 2011, Respondent Smith also voted to approve change orders when the board was not advised the change orders were within the project budget.

JOINT PROPOSED CONCLUSIONS OF LAW

34. Under Missouri law, elected and appointed officials of political subdivisions of the State of Missouri serving in an executive or administrative capacity must not:

Perform any services during the time of his or her office or employment for any consideration from any person, firm or corporation, other than the compensation provided for the performance of his or her official duties, by which service he or she attempts to influence a decision of any agency of the state, or of any political subdivision in which he or she is an officer or employee or over which he or she has supervisory power;

§ 105.454(4), RSMo.

35. There is probable cause to believe that Respondent Smith violated Section 105.454(4), RSMo, by knowingly performing substantial work for Glenn Construction Company, including performing services that influenced the Rockwood School District, through the advice, recommendations, and assistance that Glenn Construction Company performed for the school district, and by voting to approve change orders that Glenn Construction later used to support a request for higher fees under its contract with the school board.

II.

Based on the foregoing, the parties hereto mutually agree and stipulate that the following shall constitute the order entered by the Missouri Ethics Commission in this matter. This order will be effective immediately upon the issuance of the Consent Order of the Missouri Ethics Commission without further action by any party:

1. The parties to this Joint Stipulation understand that the Petitioner will maintain this Joint Stipulation as an open and public record of the Missouri Ethics Commission.

2. The Commission shall issue its Consent Order in the form attached hereto as Exhibit A.

a. Respondent shall comply with all relevant sections of Chapter 105, RSMo.

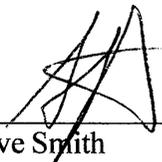
b. It is the Order of the Missouri Ethics Commission that a fee is imposed against Respondent Smith in the amount of \$10,000.00, pursuant to Section 105.961.4(6), RSMo. However, if Respondent pays \$2,000.00 of that fee within forty-five days after the date of the Order, the remainder of the fee will be stayed, subject to the provisions below. The fee will be paid by check or money order made payable to the Missouri Ethics Commission.

c. If Respondent Smith commits any further violation or violations of the conflict of interest laws under Chapter 105, RSMo, with the two year period from the date of this order, then Respondent will be required to pay the remainder of the fee. The fee will be due immediately upon final adjudication finding that Respondent has committed such a violation.

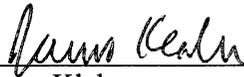
3. The parties consent to the entry of record and approval of this Joint Stipulation and to the termination of any further proceedings before the Commission based upon the Complaint filed by the Petitioner in the above action.

4. Respondent, together with his heirs, successors, and assigns, does hereby waive, release, acquit and forever discharge the Missouri Ethics Commission and its attorneys of or from any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, a claim for attorney's fees whatsoever which Respondent or Respondent's attorney may now have or which they may hereafter have, which are based upon or arise out of the above cases.

RESPONDENT STEVE SMITH

By:  at. 25, 2013
Steve Smith Date

PETITIONER MISSOURI ETHICS
COMMISSION

By:  10/30/13
James Klahr Date
Executive Director

By:  10/30/13
Curtis R. Stokes Date
Attorney for Petitioner

PROGRAM MANAGEMENT AGREEMENT

GLENN CONSTRUCTION COMPANY, INC.

PROGRAM MANAGER

AND

ROCKWOOD SCHOOL DISTRICT

OWNER

AS OF

October 15, 2009

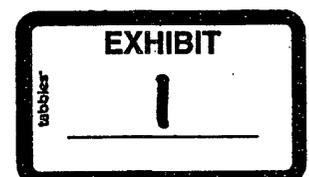


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PROGRAM MANAGEMENT AGREEMENT

THIS PROGRAM MANAGEMENT AGREEMENT made as of the 15th day of October 2009, by and between GLENN CONSTRUCTION COMPANY, INC., a Missouri Corporation, with its principal place of business at 200 S. Kirkwood, Unit 300, Kirkwood, Missouri 63122 ("Program Manager") and ROCKWOOD R-6 SCHOOL DISTRICT with its principal place of business at 111 E. North Street, Eureka, Missouri 63025-1229 ("OWNER").

WITNESSETH:

Owner owns fee simple title to land in the Rockwood R-6 School District (the "District") and has an interest in constructing, renovating, maintaining and adding to school buildings and other education and support facilities;

Owner intends to initiate and maintain a program of construction and renovation of District school facilities which will involve several tracts of land in the District (such program, as more fully defined hereinafter the "Program");

Owner intends to issue approximately \$ million in bonds as a means of financing all or part of the Program and approval of District residents is required in order to issue such bonds;

Owner intends to enter into an agreement with a program management company and with one or more architectural firms for architectural services pertaining to the Program;

Owner desires to enter into this agreement with Program Manager in order to obtain Program Manager's organizational, management, and consulting services, and provide consultation regarding the location, design, construction and budgeting of Owner's facilities, and have Program Manager assume consulting responsibilities associated therewith;

Program Manager and Owner for the considerations hereinafter named, agree to be bound by the provisions of this Agreement and agree further that the information set forth below (and in any exhibits attached hereto) shall apply with respect to the sections of this Agreement to which reference is made:

1.0 BOND ISSUE/PRE-CONSTRUCTION SERVICES

1.1 BOND ISSUE

1.1.1 Results of Bond Issue

The balance of this Agreement, beginning with Section 2 hereof, assumes the successful passage of a bond issue at an election of the District's voters to be held on April 6, 2010. If the bond issue does not receive the vote required for passage, the Owner may, immediately following the election, terminate this Agreement, in which event, the Agreement shall thereupon become null and void and neither party shall have any future obligation to one another under this Agreement.

1.2 PRE-BOND ISSUE SERVICES

1.2.1 Nature of Services

During the period between the date of this Agreement and April 6, 2010, Program Manager will provide pre-bond issue services to Owner. As detailed in Exhibit "A", the Program involves numerous projects. Program Manager's pre-bond issue work will also include selection of architectural services for the projects and formulation of detailed schematic estimates and scheduling for each project to be undertaken. An objective of Program Manager's pre-bond issue services is to place Owner in a position such that the design phase can commence immediately following a successful April 6, 2010 bond election.

1.2.2 Payment for Services

Program Manager will provide the above-described pre-bond issue services between the date hereof and April 6, 2010. Such pre-bond issue services are being provided for a fee of \$100,000.00 which fee is payable to Program Manager, irrespective of the outcome of the April 6, 2010 bond issue election. If the bond issue is successful and the balance of this Agreement is implemented, Program Manager will receive, as full compensation for all of its services, except the pre-bond issue services, the fixed Program Management Fee described in Section 6 of this Agreement.

2.0 DESCRIPTION OF PROJECTS

Subject to the provisions of Section 1, Program Manager is primarily responsible for the projects which are more fully detailed in Exhibit "A" attached hereto and incorporated herein by reference (the "Projects").

Program Manager and Owner accept the relationship of trust and confidence established between them by this Agreement. The purposes of this relationship and this

Agreement is to enable Program Manager and Owner to work together to effect the timely procurement of the Projects in a manner that serves Owner's needs. Program Manager agrees to furnish its best skill and judgment and to cooperate with Owner's agents in furthering the interest of Owner. Program Manager agrees to use its best efforts to furnish efficient business administration and supervision and to cause completion of the Projects in a high quality, expeditious and economical manner consistent with the interests of Owner. To that end, Program Manager will manage the design and construction of the Projects to minimize conflicts among the various project participants, Owner and Program Manager and promote satisfactory completion of the Projects on time and on budget. The term "Owner" shall mean Owner and/or Owner's designated agent who shall be a representative of the District's administration and Board of Education.

3.0 PROGRAM MANAGER'S SERVICES

Program Manager will perform the services listed in the following Sections:

3.1 PROGRAMMING AND PRE-CONSTRUCTION/PRE-BOND ISSUE SERVICES:

Certain of these services have been previously described in Section 1.2 (the "Pre-Bond Issue Services").

3.1.1 Consulting During Project Development.

- (a) Procure the construction plan for each project that is part of the Program.
- (b) Assist Owner in selecting and retaining professional design, technical services and consulting firms for each project that is part of the Program.
- (c) Schedule and attend regular meetings with Owner in order to advise Owner with regard to programming and design developments, planning options, use of Owner's resources, program evaluations, site reviews, code compliance, design standards and guidelines, selection of Program participants, selection of materials, building systems and equipment, and public relations.
- (d) Provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to costs, including alternative designs, materials and preliminary budgets.
- (e) Prepare monthly management reports describing Program activities in a format approved by Owner which will include a detailed listing of change orders, if any, approved during the preceding month.

3.1.2 Scheduling

Develop and periodically revise a Program Time Schedule that Coordinates and integrates programming/design efforts and procurement activities with construction schedules, incorporates a comprehensive milestone schedule for construction operations, and includes Owner's occupancy requirements and priorities. Program Manager shall recommend corrective actions to Owner should the schedule analysis indicate a late completion date. Program Manager shall work with Owner to implement all approved corrective actions.

3.1.3 Program Construction Budget

- (a) Prepare and periodically revise a Program Construction Budget as soon as major Program requirements have been identified.
- (b) Prepare estimates at the end of the schematic design phase for each facility for approval by the Owner as the initial construction budget for that facility.
- (c) Update and revise the estimates and advise the Owner of variations to the Budget, and suggest corrective action; such revisions to be done no less frequently than at the completion of design development drawings and immediately prior to project drawings going out for bidding.
- (d) Provide "value engineering" as required.

3.1.4 Coordination of Contract Documents

- (a) Review plans and specifications as they are being prepared and recommend alternative solutions whenever design details affect construction feasibility or schedules without, however, assuming any other design responsibilities.
- (b) Review with Owner drawing standards developed by Owner. (Owner presently has a standard in place with the Program Manager.)
- (c) Require all design firms to follow those standards determined to be applicable by Owner and Program Manager.

3.1.5 Construction Planning

- (a) Administer Program procedures and documentation plans addressing change and schedule management, transmittal and submittal requirements, contract submittals, quality control, site access, security and safety, requests for information, payment and back-charges, pending issues resolution, cost control, administrative liaison, confidential communications, filing and recordkeeping and management reports.

- (b) Make recommendations to Owner regarding the division of work in the plans and specifications to facilitate the bidding and awarding of contracts. The Owner intends to award work to general contractors.
- (c) Prepare selection criteria for bidders and recommend a bidders list. Establish bidding requirements to meet Owner's requirements.
- (d) Investigate applicable requirements for equal employment opportunity, minority business enterprise participation and similar or related programs for inclusion in the Program bidding documents
- (e) Oversee the assembly of the bid documents based on the standards and guidelines that have been developed and approved by Owner. These documents will emphasize consistency, itemize special conditions applicable to each facility, stress project controls and schedule, establish objectives, milestones and interfaces, define startup, commissioning and acceptance criteria, and promote timely resolution of problems and disputes.
- (f) Develop contractor interest in the various projects that are part of the Program, and as working drawings, plans and specifications are completed, conduct pre-bid meetings and site tours, have each project's architect cause addenda to be issued as appropriate and take competitive bids on each facility. After analyzing the bids, make recommendations to Owner as to contracts to be awarded.

3.1.6 Contract Preparation

- (a) Program Manager shall prepare, or cause to be prepared, all proposed contracts between contractors and Owner. However, Owner shall review and reasonably approve all contract language. Any valid changes to the contracts will be made by Program Manager.
- (b) All contracts will be by and between Owner and the contracting party, and shall be promptly executed and referred to Program Manager.
- (c) Program Manager will be named as an agent of the Owner in all contracts.

3.2 CONSTRUCTION AND POST CONSTRUCTION PHASES

After overall written authorization to proceed is received from the Owner, Program Manager, with Owner's prior approval in each instance, shall provide the following services:

3.2.1 Project Controls

- (a) Make recommendations to the Owner to award contracts to the successful bidders, and utilize pre-award and preconstruction meetings to fully acquaint the contractors with the requirements of the plans and specifications, site conditions, project controls and procedures, and management policies.
- (b) Obtain and review with Owner appropriate contract submittals prior to mobilization and issue a Notice-to-Proceed when submittals are approved by Program Manager and Owner.
- (c) Designate a competent, full-time staff and organization at each site to provide general management for the work.
- (d) Schedule and coordinate the work of the general contractor(s) on each project including their use of the site. The Program Manager will keep the contractors informed of each project Construction Schedule to enable the contractors to plan and perform their work properly.
- (e) During the progress of work, Program Manager shall provide a qualified staff to manage the work. Each staff member shall be one of the Program Manager's employees, shall be approved by the Owner before commencing his/her duties and shall be fully authorized to give such orders as may be necessary for the proper execution and continuance of said work.
- (f) Implement procedures for documentation, coordination and monitoring. The procedures will provide the information necessary to prepare management reports for review by the Program Manager and Owner.
- (g) Schedule and conduct progress meetings at which Owner and Program Manager can discuss such matters as procedures, progress and scheduling, and Program Manager can provide summary reports and recommendations regarding work activities. Program Manager will advise the Owner of any deviations from approved schedules.
- (h) For any disputes that arise, schedule regular, periodic meetings to resolve these pending issues and promote open communications.

3.2.2 Cost Controls

- a) Develop and monitor an effective system of project cost controls and maintain cost records on authorized work performed under unit costs, actual costs for labor and material, or other basis requiring accounting records.

- (b) Revise and refine the initially approved Program Construction Budget.
- (c) Develop and implement, with Owner's consent, a system for the preparation, review and processing of Change Orders consistent with this Agreement, make recommendations on submitted, necessary or desirable changes to Owner, review requests for changes, assist in negotiating Change Orders and incorporate approval changes into the Program as they occur.
- (d) Develop cash flow reports and forecasts as needed, and develop and implement a procedure for the review, processing and payment of the contractors.
- (e) Identify variances between actual and budgeted or estimated costs and advise Owner whenever projected costs vary from budgets or estimates.
- (f) Prepare priced alternates and assist Owner in selecting the appropriate options for staying within the approved budgets.
- (g) Analyze cost options and advise Owner of alternative design options.
- (h) Afford Owner access to the foregoing records during normal working hours, and at the end of the work on each project, provide storage of the records as appropriate for Owner's future reference. Records will be maintained by Program Manager at the office provided Program Manager by Owner in accordance with Section 6.4 hereof.

3.2.3 Permits and Fees

Assist Owner in (i) obtaining all building and special permits for permanent improvements, except for permits for inspection or temporary facilities required to be obtained directly by the contractors (ii) obtaining approvals from all the authorities having jurisdiction over each project, and (iii) selecting and retaining the professional services of surveyors, testing laboratories and special consultants, and coordinating these services.

3.2.4 Inspection

- (a) Irrespective of the Program Manager's duty to inspect and the quality of such inspections, contractors, architects, engineers and consultants remain wholly responsible for performance of the work under their own respective contracts.
- (b) The Owner shall require each contractor to prepare, submit and enforce a safety program for that phase or part of the Program for which the contractor is providing services. Contractors, architects, engineers and consultants shall remain wholly responsible for performance of the work under their contracts.

- (c) If the Program Manager becomes aware of any fault or defect in the Program or non-conformance with the plans and specifications, Program Manager shall give prompt written notice to the responsible party and the Owner.

3.2.5 Recordkeeping

Establish and implement procedures in cooperation with Owner for expediting the processing and approval of contract submittals, shop drawings, specimens and samples.

Receive from the contractors and review all approved shop drawings, product data, samples and other submittals. Coordinate them with information contained in related documents.

Obtain from the contractors and maintain, on a current basis, a record copy of all contracts, drawings, specifications, addenda, Change Orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; and other related documents and revisions which arise out of the contracts or work. Make all records available to the Owner and the project architect. At the completion of the Program, deliver all such records to the Owner.

3.2.6 Substantial and Final Completion

Establish a Final Completion date and provide written notice to Owner when the work is ready for final inspection. Secure and deliver to Owner all guarantees, affidavits, releases, bonds and waivers.

When the Program Manager considers each contractor's work on a project or a designated portion thereof to be substantially complete, the Program Manager shall cause the project's architect to prepare a list of incomplete or unsatisfactory items and a schedule for their completion. The Program Manager shall cause the project's architect to conduct inspections and certify the date of Substantial Completion of the Work. The Program Manager shall coordinate the correction and completion of the work.

Determine when a project or a designated portion thereof is substantially complete. Prepare a summary of the status of the work of each contractor listing changes in any previously issued Certificates of Substantial Completion and recommend the times within which contractors shall complete uncompleted items.

Following the issuance of a Certificate of Substantial Completion for the entire Program or designated project, evaluate the completion of the work of the contractor's and make recommendations to the Owner when work is ready for final inspection. Conduct final inspections. Secure and transmit to the Owner required guarantees, affidavits, releases, bonds and waivers. Deliver all keys, manuals, and record drawings to the Owner.

3.2.7 Start-up

Provide for the checkout of utilities, operations systems and equipment for readiness and assist in their initial start-up and testing by contractors.

3.2.8 Occupancy

Coordinate Owner occupancy of each project which is part of the Program, monitor warranty matters, make periodic warranty inspections and expedite contractor responses for the duration of this contract. Provided, however, Program Manager's responsibilities regarding warranty matters shall extend for the duration of applicable warranties or the term of this Contract, whichever is shorter.

3.3 ADDITIONAL SERVICES

At the request of Owner, Program Manager will provide the following additional services upon written agreement between Owner and Program Manager defining the extent of such additional services and the amount and manner in which Program Manager will be compensated for such additional services:

3.3.1 Non-Contracted Services

Services normally furnished by Owner pursuant to this Agreement and for architectural and engineering type services not otherwise provided for in this Agreement.

3.3.2 Expert Testimony

Preparation for and serving as an expert witness for Owner with respect to any claims made by contractors, or other litigation or other proceedings involving the Program.

3.3.3 Incidental Contracts

Obtaining maintenance personnel or negotiating maintenance service contracts.

4.0 OWNER'S RESPONSIBILITIES

4.1 OWNER APPROVAL

4.1.1 Approval of Change Orders

Owner shall keep Program Manager fully advised as to Owner's requirements for the Projects. Owner hereby designates as its agent and representative for purposes of dealing with the Program Manager the District's Superintendent who shall have authority to approve or disapprove on behalf of Owner, changes and/or change orders in the projects which are part of the overall Program; provide, however, that the District's Superintendent may not approve, prior to Board of Education authorization, changes and/or change orders for each contract which total a cumulative amount greater than (i) \$25,000.00 or (ii) an amount which is 15% or more of the contract sum if the contract in question is for a total sum greater than \$50,000.00. If Board authorization is therefore sought and obtained, no further Board authorization must be sought by the District's Superintendent until changes and/or change orders for such contract again total a cumulative amount in excess of the limits stated above. If Board authorization, as described above, would substantially delay completion of all or any part of the Program, District Superintendent is authorized to approve a change order as described above with subsequent prompt notice to the Board of Education.

4.1.2 Decisions and Monthly Updates

The Owner's agent shall render decisions promptly and shall furnish information requested by Program Manager. Monthly updates, detailing all approved Program change orders (both for the Program to date and for the prior thirty (30) day period), shall be provided by the Program Manager to the District's Superintendent and Board of Education.

4.2 OWNER RETENTION OF CONSULTANTS

With the assistance of the Program Manager, Owner shall retain architects, engineers and other professional consultants for design purposes and preparation of construction documents for the Program. The services, duties and responsibilities of these professionals will be described in the agreements between Owner and these professionals, and will include appropriate provisions insuring the cooperation of these professionals in the execution by Program Manager of the duties and responsibilities provided for by this Agreement. A copy of all such agreements will be maintained by Program Manager. These executed agreements shall not be modified without written notification to Program Manager. Program Manager shall have no design responsibilities. Program Manager will be furnished without charge an agreed number of copies of plans and specifications for the performance of each phase or project which is part of the Program.

4.3 ADDITIONAL OWNER DUTIES

With the assistance of Program Manager, the Owner shall:

4.3.1 Furnish Documentation

Furnish for each project site: surveys describing the physical characteristics, soil reports and subsurface investigations, legal limitations, if any, utility locations and a legal description of the site.

4.3.2 Auditing

Provide auditing services as Program Manager may require.

4.3.3 Secure Necessary Approvals

Secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including such legal services as may be necessary for providing such items.

4.3.4 Insurance Obligation

Provide the insurance for the Program as provided in Section 9.2.

4.3.5 Reports

Furnish the services, information, surveys and reports required by this Section 4.0 with reasonable promptness and at Owner's expense, and Program Manager shall be entitled to rely upon the accuracy and completeness thereof.

4.4 NOTICE OF NON-CONFORMANCE

If the Owner becomes aware of any fault or defect in any project which is part of the Program or non-conformance with the plans and specifications, Owner shall give prompt written notice thereof to Program Manager.

4.5 EXCLUSIVE COMMUNICATION

Owner shall not make any commitment to any architects, engineers, consultants, contractors and others associated with the projects described herein, relating to changes, schedule and contractual obligations except through the Program Manager.

4.6 FUND AVAILABILITY

Owner shall, upon written request by Program Manager, furnish reasonable evidence satisfactory to Program Manager that sufficient funds are available and committed for each project that is part of the Program. Unless such reasonable evidence is furnished within 45 days of the request, Program Manager is not required to commence any work on that phase or project, or may, if work has already begun on a project, stop that project upon 30 days written notice to Owner.

5.0 SCHEDULE

5.1 TERM

The term of this Agreement shall be 36 months, commencing on the date of this Agreement, subject to Owner's right under Section 1.1.1 to terminate the Agreement immediately if Owner fails to gain approval of the bond issue at the April 6, 2010 election.

5.2 AUTHORIZED DELAY

If completion of the Projects is delayed for any reason authorized by this Agreement, the completion date for Program Manager's services under this Agreement shall by mutual agreement be extended by a corresponding period of time subject to the other relevant terms and conditions stated herein and Program Managers shall be compensated for any increase in the "Cost of the Program" (as defined below) resulting from the delay.

6.0 PAYMENTS TO PROGRAM MANAGER

6.1 AMOUNT OF PAYMENT

6.1.1 Program Management Fee

In consideration of Program Manager's services under this Agreement, Owner agrees to pay Program Manager a fixed sum of 7% of the Cost of the Program as defined in Section 6.2 below. This fixed sum is referred to herein as the Program Management Fee.

6.1.2 Pre-Bond Issue Services Fee

Program Manager will be paid a total of \$100,000.00, beginning on November 20, 2009, with the first of six equal monthly payments of \$16,667.00, each due on the third Friday of each month as a fee for pre-bond issue services provided pursuant to Section 1.2.1. This is in addition to the Program Management Fee and will be paid regardless of the outcome of the Bond Issue election.

6.2 CALCULATING PAYMENT

The "Cost of the Program" is the aggregate cost of effectuating the numerous projects identified on Exhibit "A". However, the Cost of the Program specifically excludes certain costs such as those associated with projects that are managed directly by the Owner, the Program Management Fee itself, and cost of issuance of the bonds. Additions to and deletions from the Cost of the Program will be calculated and immediately following the successful passage of the bond issue a final Cost of the Program will be calculated. At such time, the parties hereto will execute an amendment to this Agreement identifying the Cost of the Program so that such sum can be utilized in calculating the Program Management Fee.

6.3 METHOD OF PAYMENT

The Program Management Fee to be paid Program Manager for full satisfaction of its services and out-of-pocket expense hereunder is a contractually set amount, not subject to increase during the term of the Agreement. Said sum may be billed monthly by Program Manager and paid by Owner in equal amounts over the course of 30 months beginning with a payment on April 16, 2010. Such payment will be in addition to those payments described in Section 6.1.2 above.

6.4 ADDITIONAL BENEFITS

In addition to payment of the Program Management Fee and Pre-Bond Issue Services Fee, Owner shall provide during the term of this Agreement, at Owner's expense, to Program Manager: (i) furnished office space: located at 500 North Central Avenue, Building "C", 2nd floor, Eureka, MO; (ii) telephones; (iii) telephone lines and telephone service; (iv) limited office supplies; and (v) required courier service, printing and postage. The Owner will reimburse Program Manager for the reasonable cost of the Program Manager's provision of those insurances specified in Section 9.2.

7.0 CHANGES IN THE PROJECTS

7.1 OWNER'S CHANGES

Owner, without invalidating this Agreement, may order changes in the Program within the general scope of this Agreement, consisting of additions, deletions or other revisions to the Program Management Fee, with the Cost of the Program and the term of this Agreement being adjusted accordingly by mutual agreement of the parties hereto. All such Changes in the Program shall be authorized by Change Order reflecting the approval of the Owner's representative as described in Section 4.1.1.

7.2 CHANGE ORDER APPROVAL

A Change Order is a written order to Program Manager signed by Owner's representative and issued after the execution of this Agreement, approving a change in the Program, subject to subsequent authorization by the District's Board of Education. If, in the opinion of Program Manager, circumstances in the field make it imperative that a change in the Program must be pursued immediately by field order and without the obtaining of a fully executed Change Order, such field order shall be deemed valid if the amount of any such change is less than \$1,000.00 and Program Manager subsequently attests in writing to the imperative nature of the action.

7.3 EMERGENCY ACTION

In any emergency affecting the safety of persons or property, Program Manager may act, in its sole discretion, to prevent threatening damage, injury or loss. Any resulting increase in the Program Management Fee, the Cost of the Program or term of this Agreement on account of emergency work shall be determined by mutual agreement.

8.0 PAYMENTS TO THE PROGRAM MANAGER

8.1 MONTHLY INVOICE

Program Manager shall submit an invoice monthly to Owner, as provided in Section 6.3. Payment by Owner to Program Manager of any invoice amount shall be made within thirty (30) days after the invoice is submitted.

8.2 FAILURE TO TIMELY PAY

If Owner shall fail to pay Program Manager within seven (7) days after the time the payment of any amount due hereunder becomes due, then Program Manager may, upon ten (10) additional days' written notice to Owner, stop work on any phase of the Program that has commenced until payment of the amount owed has been received by Program Manager.

9.0 INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

9.1 INDEMNITY

9.1.1 Hold Harmless by Program Manager

Program Manager agrees to indemnify and hold Owner harmless from any and all claims, losses, and expenses, costs (including reasonable attorney's fees and court costs) and demands arising out of or in connection with injuries to persons, including deaths resulting therefrom, and damage to property occurring during the term of the Program where negligence, intentional misconduct, failure to comply with the terms of the Agreement or other breach of legal duty on the part of Program Manager, or its officers,

employees, independent contractors, agents, licensees or invitees is a cause of such injuries, deaths or damage. This indemnity and related insurance coverage's shall be applicable only if the Owner has complied with Section 9.1.4 of this Agreement. The maximum liability of Program Manager under the foregoing indemnity shall not exceed the insurance coverage's provided by Program Manager under this Section 9.0.

9.1.2 Hold Harmless by Owner

Owner agrees to indemnify and hold Program Manager harmless from any and all claims, losses and expenses, costs (including reasonable attorney's fees and court costs) and demands arising out of or in connection with injuries to persons, including deaths resulting there from, and damage of property occurring during the term of the Program where negligence, intentional misconduct, failure to comply with the terms of the Agreement or other breach of legal duty on the part of Owner, or its officers, employees, independent contractors, agents, licensees, or invites is a cause of such injuries, deaths or damage. The maximum liability of Owner under the foregoing indemnity shall not exceed the insurance coverage's provided by Owner under Sections 9.3 and 9.4.

9.1.3 Special Damages

Neither Owner nor Program Manger shall be liable to the other party for any indirect, special, incidental or consequential loss or damage whatsoever, including but not limited to lost profits, loss of use, loss of use of capital, interest or prospective advantage, whether founded on contract, negligence, or otherwise under this Agreement.

9.1.4 Program Participants' Insurance

With the Program Manager's assistance, Owner shall cause any and all contracts executed under this Program to provide adequate insurance coverage's for bodily injury and property damage (other than property insured under Section 9.4) that may arise from that particular Project participant's operations.

9.2 PROGRAM MANAGER'S INSURANCE

Program Manager will maintain with reference to operation of the Project Manager the insurances described in a Certificate of Insurance dated September 1, 2009, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference. Said insurance will cover only operations of the Program Manager at this project site.

9.3 OWNER'S LIABILITY INSURANCE

Owner shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims which may arise from operations under this Agreement.

9.4 INSURANCE TO PROTECT PROJECT

9.4.1 Property Insurance

(a) Owner shall purchase, and/or maintain, property insurance in a form acceptable to Program Manager upon an entire project for the project's full replacement cost as of the time of any loss. This insurance shall include as named insured Owner, Program Manager and all other program participants and shall insure against loss from the perils of Fire, Extended Coverage, and shall include "All Risk" insurance for physical loss or damage including but not limited to loss or damage arising from theft, vandalism, malicious mischief, transit, collapse, flood, earthquake, testing and damage resulting from defective design, workmanship or material. Owner will increase limits of coverage, if necessary, to reflect estimated replacement cost. Owner will be responsible for any coinsurance penalties or deductibles. If a project covers an addition to, or work being done adjacent to, an existing building, Program Manager and any and all other project participants shall be named as additional insureds under Owner's Property Insurance covering such existing building and its contents.

(b) If Owner desires to occupy or use a portion or portions of any facility that is part of this Program prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by Owner and Program Manager, nor shall such occupancy commence prior to the time the insurance company or companies providing the property insurance have consented to such occupancy by endorsement to the policy or policies. The property insurance shall not be canceled or be deemed to have lapsed on account of such partial occupancy. Consent of Program Manager and the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

9.4.2 Boiler Insurance

Owner shall purchase and maintain such boiler and machinery insurance as may be required or necessary. This insurance shall protect the additional interest of Owner and shall name as additional insurers, Program Manager and any and all other project participants.

9.4.3 Business Interruption

Owner shall purchase and maintain such insurance as will protect Owner and Program Manager against loss of use of Owner's property due to those perils insured pursuant to Section 9.4.1. Such policy will provide coverage for expediting expenses of materials, continuing overhead of Owner and Program Manager, necessary labor expense including overtime, loss of income by Owner and other determined exposures. Exposures of Owner and Program Manager shall be determined by mutual agreement and separate limits of coverage fixed for each item.

9.4.4 Owner's Builder's Risk Insurance

Owner shall purchase and maintain Builder's Risk Insurance which provides "All Risk" coverage on a replacement cost basis. This insurance will include the interests of Rockwood School District, all Contractors, Subcontractors, and Sub-subcontractors.

9.4.5 Certificate of Insurance

Owner shall file certificates of insurance with Program Manager. Copies of any subsequent endorsements will be furnished to Program Manager. Each of Owner's policies shall provide that such insurance may not be canceled or removed or any endorsements restricting or reducing coverage added without thirty (30) days' prior written notice to Program Manager. If Owner does not intend to purchase such insurance, it shall inform Program Manager in writing prior to the commencement of this Agreement. Program Manager may then obtain insurance which will protect itself, and other project participants, the cost of which shall be reimbursed to Program Manager by Change Order.

9.5 PROPERTY INSURANCE LOSS ADJUSTMENT

9.5.1 Adjusted Loss

Any insured loss shall be adjusted with Owner and Program Manager and made payable to Owner and Program Manager as trustees for the insured, as their interests may appear.

9.5.2 Distributions Following Insured Loss

Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the parties in interest or, in the absence of such agreement, in accordance with a court order.

9.6 WAIVER OF SUBROGATION

9.6.1 Release

Owner and Program Manager and all parties claiming under them, including any and all project participants, hereby mutually release and discharge the other from all claims and liabilities arising from or caused by any hazard covered by an insurance provided under Section 9.0, regardless of the cause of the damage or loss. This release shall apply only to the extent that such loss or damage is covered by insurance and only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the rights of the insured to recover under such policies, except such rights as they may have to the proceeds of such insurance held by Owner and Program Manager as trustees. Owner and Program Manager shall require similar waivers from any and all project participants.

9.6.2 Endorsements

If the Policies of insurance referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owners of such policies will cause them to be so endorsed.

10.0 TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM PROGRAM MANAGER'S OBLIGATIONS

10.1 TERMINATION BY THE PROGRAM MANAGER

10.1.2 Work Stoppage

If an entire project is stopped for a period of ninety (90) days or more under an order of any court or other public authority having jurisdiction, or as a result of a governmental act, such a declaration of a national emergency making materials unavailable, through no act or fault of Program Manager, or if a project should be stopped for a period of ninety (90) days or more by Program Manager as a result of Owner's failure to make payment thereon, then Program Manager may, upon thirty (30) days' written notice to Owner, terminate this Agreement and recover from Owner payment for the Cost of the Program to date and the Program Management Fee earned to date.

10.1.2 Suspension of Program Manager

Owner shall have the right, by giving ten (10) days' written notice to Program Manager, to suspend the performance of all or any part of Program Manager's obligations under this Agreement for such period of time as Owner may determine to be appropriate. The period of any suspension shall continue until Owner indicates otherwise to Program Manager in writing. Program Manager's Fee shall accrue during any period of suspension, and the parties shall mutually agree on staff retention, relocation and status, including all attendant costs and expenses. In the event that any suspension is in effect for ninety (90) days or more, or any three such suspensions are in effect for at least ninety (90) days each, then Program Manager shall have the right to terminate this Agreement on thirty (30) days' written notice to Owner and the termination shall be subject to the provisions of Section 10.1.1.

10.2 OWNER'S RIGHT TO PERFORM PROGRAM MANAGER'S OBLIGATIONS AND TERMINATION BY THE OWNER FOR CAUSE.

10.2.1 Program Manager's Failure to Perform

If Program Manager fails to perform any of its obligations under this Agreement and Program Manager fails to initiate the necessary remedial measures within ten (10) days after written notice from Owner to do so and to thereafter diligently prosecute such measures, then Owner may, at its election, perform such obligations and immediately terminate this Agreement.

10.2.2 Owner's Remedies

If Program Manager is adjudged as bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, to supply enough staff or office administrative support, or if it fails to make prompt payment to its creditors, or it disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Projects, or otherwise is guilty of a violation of a provision of this Agreement and should Program Manager fail to initiate the necessary remedial measures in accordance with Section 10.2.1 after written notice from Owner to Program Manager to do so and thereafter to diligently prosecute such measures, then Owner may, without prejudice to any right or remedy otherwise available to it, terminate the employment of Program Manager and may finish a project by whatever method it may deem expedient. In such case, Program Manager shall be entitled to receive the Cost of the Projects to that date, but there will not be any further payment of or claim to the Program Management Fee.

10.3 TERMINATION BY OWNER FOR ITS CONVENIENCE

10.3.1 Right to Terminate

Owner shall have the right at any time, acting in its sole discretion, with or without cause, to terminate this Agreement by giving the Program Manager seven (7) days prior written notice of termination under this paragraph. A termination effected under this paragraph shall take effect at the conclusion of the seven-day period.

10.3.2 Compensation To Date Of Termination

In the event of termination not the fault of the Program Manager, the Program Manager shall be compensated for all services performed to the termination date together with reimbursable costs then due.

11.0 ASSIGNMENT

Except as to the assignment of proceeds, neither Owner nor Program Manager shall assign its interest in this Agreement without the written consent of the other.

12.0 MISCELLANEOUS PROVISIONS

12.1 NOTICES

All notices, requests, demands, consents, and approvals required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when delivered personally or mailed by registered or certified mail in a sealed, postage paid envelope, addressed to the parties as follows:

(a) If to Owner:

Rockwood R-6 School District
111 East North Street
Eureka, Missouri 63025-6348
Attention: President – Rockwood School District Board
Of Education

With a copy to:

Rockwood R-6 School District
111 East North Street
Eureka, Missouri 63025-6348
Attention: Superintendent – Rockwood School District

With a copy to:

Robert McWilliams
Lashly & Baer, P.C.
714 Locust Street
St. Louis, Missouri 63101

With a copy of all notices submitted under subsections 4.4, 4.6, 8.2 or
10.1.2 also sent to:

Members of the Board of Education
of the Rockwood School District

(b) If to Program Manager:

Glenn Construction Company, Inc.
200 S. Kirkwood, Unit 300
Kirkwood, MO 63122
Mailing address: P. O. Box 182
Eureka, Missouri 63025

The foregoing shall not be construed to require that notice be given in the manner above set forth for daily and routine matters such as approval of invoices or where another form of notice is specifically set out in this Agreement.

12.2 EQUAL OPPORTUNITY

Program Manager shall not, in performing its services, discriminate against any employee or applicant for employment because of age, race, color, religion, sex or national origin. Program Manager shall comply with all provisions of Executive Order No. 11426 of September 24, 1965, as amended, and the rules, regulations and relevant orders of the Equal Employment Opportunity Commission.

12.3 PREVAILING WAGE

Program Manager will include the appropriate Annual Wage Order with the specifications of the Construction Bid Packages.

12.4 SUCCESSORS AND ASSIGNS

This Agreement shall insure to the benefit of and be binding upon Owner and Program Manager and their respective heirs, executors, administrators, successors and such assigns as may be permitted hereunder.

12.5 SEVERABILITY

Every part, term or provision of this Agreement is severable from all others and notwithstanding any possible future finding by duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

12.6 WAIVERS

Waivers by either party of any default by the other party shall not be deemed a waiver by such party of any other default.

12.7 COMPLETE AGREEMENT

This Agreement contains all the covenants, stipulations and provisions agreed upon by the parties, and neither party shall be bound by nor be liable for any statement, representation, promise or agreement not set forth herein. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties.

12.8 GOVERNING LAW

This Agreement shall be construed, interpreted and governed by the laws of the State of Missouri.

12.9 CALENDAR REFERENCES

All references to days, months or years in this Agreement shall mean calendar days, months and years.

12.10 COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

13.0 ARBITRATION

13.1 AMERICAN ARBITRATION ASSOCIATION

Claims, disputes or other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement, or breach thereof, shall be subject to, and decided by, arbitration, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, currently in effect, unless the parties mutually agree otherwise.

13.2 METHOD OF DEMAND

Demand for arbitration shall be filed, in writing, with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings, based on such claim, dispute or other matter in question, would be barred by the applicable statutes of limitations.

13.3 CONSOLIDATION

All arbitrations arising out of, or relating to, this Agreement shall include, by consolidation, joinder or in any other manner, all parties having any dispute related to this Program, whether a direct claim or a claim of contribution or indemnity, whether by contract or common law. The intent and purpose of this provision is to allow all claims of all parties related to this Program to be resolved at one time, in one proceeding. The provisions of this paragraph will be included in all agreements entered into by Owner, Architect and Contractor in the contracts for any services or goods related to this Program. The foregoing Agreement to arbitrate and all other agreements to arbitrate shall be specifically enforceable, in accordance with applicable law, in any court having jurisdiction thereof. No arbitrator under Section 13 of this Agreement shall have authority to make any award of punitive damages.

13.4 BINDING EFFECT

The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it, in accordance with applicable law, in any court having jurisdiction thereof.

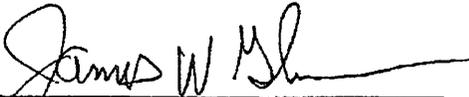
14. FUTURE PHASES

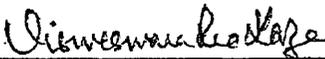
The parties acknowledge that in determining which projects would constitute the Program which is the subject of the April 6, 2010 bond issue, Owner has considered many additional and related projects which it has elected to defer until a likely Year 2012 bond issue. Such projects may be considered a second phase of the projects being pursued under this Agreement and thus the program management services which may be required for such later phase are on-going in nature. In determining the Program Management Fee for this Agreement both parties were cognizant of the possibility that Program Manager might reasonably endeavor to consider Program Manager for such future on-going work prior to the initiation of a Year 2012 bond issue.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

GLENN CONSTRUCTION
COMPANY, INCORPORATED

ROCKWOOD SCHOOL
DISTRICT

By: 
Title: President

By: 
Title: President, Rockwood R-6 School
District, Board of Education

Rockwood School District - Additional Construction Projects
Glenn Construction Company, Inc.
December 2, 2010

- 1) **Rockwood Summit High School - Additional Storage Rooms** **\$62,703.64**

Additional work was requested by administrators to add storage rooms under three existing stair structures throughout the school building (BOE 9/2/10).

- 2) **District-Wide - Lighting Upgrades** **\$390,883.00**

This is the work to continue installation of occupancy-based lighting controls throughout remaining areas of the District, particularly, the newly completed additions and renovations of the 2010 Bond Issue, as well as the newer buildings (Blevins, Fairway, Wild Horse, & Wildwood). This work also includes improvements to lighting in the auditorium at Crestview and the small theater at Eureka High (BOE 3/4/10 & 9/2/10).

- 3) **Administration Building - Conference Room Upgrades** **\$32,407.00**

Renovations were requested at the Central Office to expand the Main Conference Room and reconfigure adjacent offices. (BOE 8/19/10).

- 4) **Marquette High School - Circulation Upgrades** **\$521,602.51**

These improvements include the construction of an interior stair, connecting the upper and lower levels at the east end of the G-Wing, and a canopy, connecting the G-Wing with the most recently constructed classrooms. Also, work was requested to provide a custodial closet on the east end of the lower level of the existing building (BOE 4/22/10, 6/17/10, & 8/5/10).

- 5) **Ellisville Elementary School - Structural Upgrades** **\$750,000.00**

This includes removal of existing masonry exterior walls and replacing them with structural steel and brick veneer. Other improvements will be made with regard to larger windows, new finishes, seismic bracing, new roofing, additional insulation, and upgraded electrical and data systems (BOE 11/10/10).



6) District-Wide - Paving & Infrastructure Improvements **\$687,051.53**

At Ridge Meadows and Crestview, the deteriorating subgrade of the parking lots was addressed, as were sewers, sidewalks, and general site drainage. The play surface at the rear of Pond was replaced, and paving was added at Stanton to provide for student and vehicular access to the playground. At Eureka High, the sanitary sewer upgrade for the west side of the campus was put in place (BOE 12/17/09, 8/5/10, & 10/7/10).

7) Eureka High School - Early Childhood Upgrade **\$77,159.63**

Administrators requested that the pre-school rooms in the Cafeteria Building be renovated. This area was relatively unchanged from the original 1968 building. It was not fully ADA accessible and did not have windows in the child care area. Both these issues have been addressed, and all new finishes have been provided (BOE 10/7/10).

8) Selvidge Middle School - Science Wing Renovations and Corridor Flooring **\$411,052.23**

Administrators requested additional work to renovate portions of the eighth grade science rooms. Also, corridor flooring was removed and replaced throughout the building (BOE 5/6/10 & 10/7/10).

9) Lafayette High School - Fire Protection **\$440,438.00**

The existing fire protection system was expanded to provide fire sprinklers throughout the entire building (BOE 6/3/10).

10) Lafayette High School - Miscellaneous Upgrades **\$341,636.00**

The existing domestic hot water plant at Lafayette was failing and required replacement. Also, school administrators have requested additional work to modify an existing storage space (adjacent to the second floor of the new addition) for a new training room area. Lastly, masonry walls in the existing upper level locker rooms were reconstructed to provide for proper bracing and reinforcing (BOE 3/18/10, 6/17/10, & 10/7/10).

11) Pond Elementary School - Major Upgrades

\$668,641.98

During the renovation project for Pond Elementary School, a number of significant deficiencies were uncovered in the existing infrastructure of the original 1950s building and its first addition. These primarily include deteriorated underground sewers and the widespread use of non-compliant (combustible) framing materials. Repair of these conditions is required to maintain a functioning building and to satisfy local building officials. (BOE 7/15/10, 9/2/10, & 10/7/10)

TOTAL ADDITIONAL CONSTRUCTION PROJECTS \$4,383,575.52

MANAGEMENT FEE ON ABOVE \$263,014.53

Rockwood School District
 December 15, 2011
 Glenn Construction Company, Inc.
 Additional Construction Projects

Project Description	Construction Amount	BOE Approval Dates			
1 Roof Snow Guards (District-Wide)	\$74,361.00	5/5/2011	8/4/2011	11/17/2011	12/15/2011
2 Crestview Middle School Fire Sprinklers	\$445,462.15	3/31/2011			
3 Uthoff Valley Elementary Fire Sprinklers	\$129,000.00	3/31/2011			
4 Tennis Court Repairs (All Four High Schools)	\$269,335.00	5/5/2011	3/31/2011		
5 Maintenance Vehicle Access Drives at Marquette and Crestview	\$88,260.75	6/16/2011	12/1/2011		
6 North/South Pedestrian Walkway at Crestview Campus	\$95,155.89	11/17/2011			
7 Marquette High School Fire Access Road Phase Two	\$463,566.00	8/4/2011			
8 Eureka High School Corps of Engineers Wetlands Mitigation	\$564,827.00	6/2/2011	3/31/2011 (Bill List)		

\$2,129,967.79 TOTAL Construction Amount
\$149,097.75 Management Fee on Above

Notes:

The above amounts do not include work for code compliance at Rockwood South or Structural Repairs at Ellisville Elementary. We will submit these upon completion of the respective projects.

GCC provided site design for projects 4, 5, and 6 at no additional cost to RSD. No additional architectural fees were paid by RSD for Items 1, 4, 5, 6, and 8.



**BEFORE THE
MISSOURI ETHICS COMMISSION**

Filed
OCT 30 2013
Missouri Ethics
Commission

MISSOURI ETHICS COMMISSION,)	
)	
Petitioner,)	
)	Case No. 12E027
v.)	
)	
STEVE SMITH,)	
)	
Respondent.)	

CONSENT ORDER

The parties having filed a Joint Stipulation of Facts, Waiver of Hearing before the Missouri Ethics Commission, and Consent Order with Proposed Findings of Fact and Conclusions of Law (“Joint Stipulation”) with the Missouri Ethics Commission in this matter, the Missouri Ethics Commission hereby accepts as true the facts stipulated and finds that Respondent violated Section 105.454(4), RSMo, as stated in the Joint Stipulation.

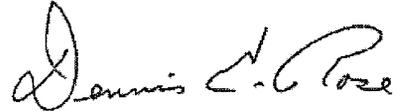
The Commission directs that all terms and orders of the Joint Stipulation be adopted herein and implemented.

1. Respondent shall comply with all relevant sections of Chapter 105, RSMo.
2. It is the order of the Missouri Ethics Commission that a fee is imposed against Respondent Smith in the amount of \$10,000.00 pursuant to Section 105.961.4(6), RSMo. However, if Respondent pays \$2,000.00 of that fee within forty-five (45) days of the date of this Order, the remainder of the fee will be stayed, subject to the provisions below. The fee will be paid by check or money order made payable to the Missouri Ethics Commission and sent to the Missouri Ethics Commission.
3. If Respondent Smith commits any further violations of the conflict of interest laws pursuant to Chapter 105, RSMo, as amended, within the two year period from the

date of this order, then Respondent will be required to pay the remainder of the fee as originally imposed by the Commission. The fee will be due immediately upon final adjudication finding that Respondent Smith committed such a violation.

SO ORDERED this 30th day of October,
2013

By:



Dennis Rose, Chair
Missouri Ethics Commission