

OWNER'S REPRESENTATIVE AGREEMENT

**THIS AGREEMENT FOR SERVICE (this "Agreement") dated this ____ day of
June, 2011**

BETWEEN

The School District of Springfield R-12 of 1359 E. St. Louis St., Springfield, Mo 65802
(hereinafter referred as the "Client")

- AND -

Athletic SurfacesPlus of 485 River Ridge Cove, Memphis, Tennessee, 38120
(hereinafter referred as the "Service Provider")

BACKGROUND:

- A. The Client is of the opinion that the Service Provider has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Service Provider is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

- 1. The Client hereby agrees to engage the Service Provider to provide the Client with services (the "Professional Services") consisting of Owner's Representative services. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Client.
- 2. The Service Provider's ability to represent owners is strengthened by their perspectives of Design and specification for synthetic turf athletic fields. The Service Providers experience, knowledge, and understanding of these disciplines provides added value to The Client.

In the Owner's Representative role, the Service Provider will ensure that The Client's goals are achieved by providing services for the synthetic turf athletic project to include, but not limited to the following:

Owner's Representative Role

On behalf of The Client, the Service Provider will:

Design, Specification, Engineer Interface, and RFP Evaluation to include the following:

- ◆ Design of the field, field markings for football, soccer, & logos to interface with engineered drawings
- ◆ Meet with SPS Engineers to help them develop the set of construction drawings, to include topography, site plan, and detail sections. Initial inspection, survey and evaluation of field for inclusion in scope of work for RFP
- ◆ Develop the complete specifications for field base, turf, and installation in an RFP document. Interface with potential bidders to assure response and address questions and any clarifications in RFP documents
- ◆ Coordinate bid evaluations utilizing custom program matrix
- ◆ Produce post RFP response analysis and vendor recommendations based on established evaluation criteria

Term of Agreement

1. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement, with the said term being extended by mutual written agreement of the parties. It is anticipated that the Design/Specification Scope of work will take 45-60days.

Performance

2. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

3. For the services rendered by the Service Provider as required by this Agreement, the Client will pay to the Service Provider compensation on the following basis:

The Service Provider will provide Owner's Representation for the Design, Specification, Engineer Interface, and RFP Evaluation of the construction of Springfield Public Schools Stadium Turf Fields at Kickapoo, Glendale, and Hillcrest. The contracted amount for the Owner's Representation engagement is \$15,000. Upon signing the agreement, an engagement fee of \$5,000 is due. Second payment of \$5,000 is due upon completion of

specifications bid selection and final payment of \$5,000 is due upon completion of bid and evaluations. Should the Client decide not to move forward with the project, complete fees are due. Expenses of motel and mileage only are reimbursable, and will be pro-rated with other area projects where possible.

Confidentiality

4. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Client, which the Service Provider has obtained, except as necessary or desirable to further the business of the Client. This obligation will survive indefinitely upon termination of this Agreement.

Non-Solicitation

5. The Service Provider agrees that during the term of this Agreement, the Service Provider will not in any way directly or indirectly:
 - 5.1. induce or attempt to induce any employee or other service provider of the Client to quit employment or retainer with the Client;
 - 5.2. otherwise interfere with or disrupt the Client's relationship with its employees or other service providers;
 - 5.3. discuss employment opportunities or provide information about competitive employment to any of the Client's employees or other service providers.

Ownership of Materials

6. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Client.
7. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

Return of Property

8. Upon the expiration or termination of this Agreement, the Service Provider will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

Assignment

9. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Capacity/Independent Contractor

10. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

11. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.
12. Termination of this agreement can be made by either party upon giving 30 days notice. If the agreement is terminated due to no fault on the part of Athletic SurfacesPlus, then the client is responsible for the fees.

Notice

13. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

Springfield Public Schools
1359 E. St. Louis St., Springfield, Mo 65802
Fax: 417-895-2007
Email: schodes@spsmail.org

Athletic Surfaces Plus
485 River Ridge Cove, Memphis, Tennessee, 38120
Fax Number: 901-275-8227
Email: thcowan@comcast.net

or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

14. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Entire Agreement

15. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

16. It is understood and agreed that the Service Provider will have no liability to the Client or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Acts of Negligence

17. Each party is responsible for acts of negligence of its employees and agents.

Enurement

18. This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Governing Law

19. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Missouri, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

20. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

21. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this ____ day of June, 2011

SIGNED, SEALED AND DELIVERED
in the presence of

Athletic SurfacesPlus

Per: _____
Tim Cowan, President

Witness

Springfield Public Schools

Per: _____

Witness