



AGREEMENT FOR DESIGN & CONSTRUCTION ADMINISTRATION SERVICES

This Consulting Agreement (this “Agreement”) is entered into as of August 25, 2022 by and between the Mexico School District #59 (the “District”), and Facility Solutions Group (the “Consultant”).

RECITALS

1. Consultant has expertise in that area of the Districts’ facility planning modernization and is willing to provide design and construction administration services to the District.
2. The District is willing to engage Consultant as an independent contractor on the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. **Scope of Services:**
The District hereby engages Consultant to render, as an independent contractor, the planning and construction administration services as described in the attached proposal dated 8/25/22 and such other services as may be agreed to in writing by the District and Consultant from time to time.
2. **Term:**
This Agreement will commence on the date first written above, and unless modified by the mutual written agreement of the parties, shall continue until the satisfactory completion of the services set forth in the proposal.
3. **Compensation:**
In consideration of the services to be performed by Consultant, the District agrees to pay Consultant as per the attached proposal dated 8/25/22.
4. **Entire Agreement:**
This Agreement, including all exhibits hereto, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and superseded any prior or contemporary written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5.) **Amendment:**

This Agreement may be amended only by a writing signed by Consultant and by a representative of the District duly authorized.

6.) **Agreement to Perform Necessary Acts:**

Consultant agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

7.) **Assignment:**

This Agreement may not be assigned by Consultant without the District's prior written consent.

8.) **Compliance with Law:**

In connection with his services rendered hereunder, Consultant agrees to abide by all federal, state, and local laws, ordinances and regulations.

9.) **Independent Contractor:**

The relationship between Consultant and the District is that of an independent contractor under a "work for hire" arrangement. All work product developed by Consultant shall be deemed owned by and assigned to the District. Consultant will not be eligible for any employee benefits, nor will the District make Deductions from fees to the Consultant for taxes, insurance, bonds or the like. Consultant may use its own discretion in determining the method for performing the tasks assigned within the scope of work specified.

10.) **Taxes:**

Consultant agrees to pay all appropriate local, state and federal taxes.

11.) **Governing Law:**

This Agreement shall be constructed in accordance with, and all actions arising hereunder shall be governed by, the law of the State of Missouri.

Mexico School District #59:

By: _____
Name: _____
Title: _____

Facility Solutions Group:

By: _____
Name: _____
Title: _____