

AMENDMENT TO AIA-B101-2017

This Amendment to AIA B101-2017, Standard Form of Agreement Between Owner and Architect (this “Amendment”) is entered into to be effective upon execution by both parties (the “Effective Date”), by and between Galveston Independent School District (“GISD”) and PBK Architects (“PBK” or “Architect”).

WITNESSETH:

WHEREAS, GISD and PBK entered into that certain AIA B101-2017, Standard Form of Agreement Between Owner and Architect (as modified) dated on or about August 24, 2022 (the “Contract”), providing for certain design and related architectural services for various bond program projects, as more particularly described in the Contract;

WHEREAS, GISD and PBK wish to modify the Contract upon and subject to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties hereto, and other good and valuable consideration to the parties hereto, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties, and for the benefit which will inure to each party from the execution of this Amendment, GISD and PBK hereby agree to amend and modify the Contract as follows:

1. Article 11.1 shall be amended to read as follows:

“Notwithstanding any other provision herein to the contrary, PBK shall be paid a fee in the amount of \$12,350,819.00 for Basic Services performed under this Agreement, as more fully detailed on Exhibit E, attached hereto; Exhibit E further sets forth the modified scope of PBK’s Basic Services and certain credits to the District included in the forgoing fee amount.”
2. All of the capitalized terms used in this Amendment, unless otherwise defined herein, shall have the same meaning as assigned to such terms in the Contract.
3. The Contract is hereby ratified and confirmed by GISD and PBK and shall remain and continue in full force and effect and enforceable in accordance with its terms as amended and modified by this Amendment.
4. The terms and provisions set forth in this Amendment constitute the entire agreement and understanding between GISD and PBK with respect to the specific subject matter addressed herein, and are hereby deemed to supersede all prior agreements and understandings (including, without limitation, those expressed originally in the Contract to the extent inconsistent with the terms and provisions of this Amendment and any prior oral or written communications between GISD and PBK, or their respective agents or representatives) concerning the specific subject matter hereof. All of the provisions of the Contract are incorporated herein by reference.

5. To facilitate execution, this Amendment may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of both parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this Amendment, (a) the signature pages taken from separate individually executed counterparts of this Amendment may be combined to form multiple fully executed counterparts and (b) a telecopy or electronic delivery [i.e., the transmission by any party of his, her or its signature on an original or any copy of this Amendment via fax machine or over the internet in electronic photostatic copy format (e.g., .pdf Adobe)] shall be deemed to be the delivery by such party of his, her or its original signature hereon. All executed counterparts of this Amendment shall be deemed to be originals, but all such counterparts, taken together or collectively, as the case may be, shall constitute one and the same agreement.

6. This Amendment shall be governed by the laws of the State of Texas.

7. This Amendment shall be binding upon and inure to the benefit of GISD and PBK and their respective successors and permitted assigns.

DISTRICT:

GALVESTON INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

ARCHITECT:

PBK ARCHITECTS, INC.

By: _____

Name: _____

Title: _____

Date: _____