

AMENDMENT TO AIA-C132-2019

This Amendment to AIA C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Advisor (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 Coltzer Company, LLC (“Coltzer” or “CM”).

WITNESSETH:

WHEREAS, GISD and Coltzer entered into that certain AIA C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Advisor (as modified) dated on or about January 1, 2024 (the “Agreement”), providing for certain construction manager agent services for the District’s construction of the Courville Stadium Press Box, as more particularly described in the Agreement;

WHEREAS, GISD and Coltzer wish to modify the Agreement 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 Coltzer hereby agree to amend and modify the Agreement as follows:

1. Article 11.1 shall be amended by replacing the second paragraph to read as follows:

Program Manager shall be paid at an hourly rate in accordance with the Hourly Rate Sheet attached as Exhibit C, provided that Program Manager shall be responsible for delivering all of the forgoing Basic Services for the identified project for a total amount not to exceed \$262,000.00.

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 Agreement.
3. The Agreement is hereby ratified and confirmed by GISD and Coltzer 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 Coltzer 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 Agreement to the extent inconsistent with the terms and provisions of this Amendment and any prior oral or written communications between GISD and Coltzer, or their respective agents or representatives) concerning the specific subject matter hereof. All of the provisions of the Agreement 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 Coltzer and their respective successors and permitted assigns.

DISTRICT:

GALVESTON INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

ARCHITECT:

COLTZER COMPANY, LLC

By: _____

Name: _____

Title: _____

Date: _____