



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: September 15, 2021

Agenda Section: Action Item

Agenda Item Title: Veterans Memorial Project Indemnification Agreement

From: Dolores Sendejo, Deputy Superintendent

Additional Presenters if Applicable: N/A

Description: Discussion, consideration and possible action to approve indemnification agreement between PBK Architects and Garza Bomberger for the Veterans Memorial Project

Historical Data: Presentation for Veterans Memorial project discussed on December 2019, and previously in 2014 to include design recommendations and schematics.

Recommendation: To approve indemnification agreement between PBK Architects and Garza Bomberger for the Veterans Memorial Project.

Funding Budget Code and Amount: Budget Approved

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

INDEMNIFICATION AND RELEASE OF OWNERSHIP AGREEMENT

This Agreement is made on the date shown below but to be effective _____ by and between PBK ARCHITECTS, INC. a Texas Corporation hereinafter referred to as "PBK" and GARZA, BOMBERGER AND ASSOCIATES, hereinafter referred to as "GBA" and SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT ("South San") and the Parties agree as follows:

**I.
PURPOSE**

1.1 The purpose of this agreement is for the GBA to indemnify PBK and South San pertaining to the A1-1 Plan, A2-0 Floor Plan, A3-0 Elevations, and A8-0 Plan Details (hereinafter collectively referred to as "Construction Plans") that were prepared and sealed by GBA for the South San Antonio Independent School District Veterans Memorial at South San Antonio, High School, 7535 Barlite, San Antonio, Texas 78224 ("Project"). Also, it is for GBA to release any ownership GBA may have in the Construction Plans.

**II.
INDEMNIFICATION**

2.1 GBA agrees, as consideration herein, to indemnify and hold PBK and South San harmless from any and all claims, demands, and causes of action of whatever kind or nature asserted by third parties, including negligence, and occurring or in any way incident to, arising out of, or in connection with any acts of GBA their agents, employees and subcontractors for the Construction Plans, and, unless such claim, damage injury or loss is the result of the negligence of PBK or South San.

2.2 If there is modification or revisions to the Construction Plans by South San or PBK the indemnification provided by GBA will be void and of no effect. The indemnification provided by GBA shall only be for the Construction Plans that were provided and designed by GBA without any modifications or renovations.

2.3 South San, its officers and representatives, waive any claims against PBK as a firm or individual, and agree to defend, indemnify, and hold PBK, as a firm or individual, harmless from any claim or liability for injury, loss, or damage allegedly arising from or in any way connected with the use of any documents or other information provided to South San for use on this Project to the extent such documents or information is based on the services provided by GBA (Terminated Design Firm) unless such claim is due to the negligence of PBK.

III.

RELEASE OF OWNERSHIP

3.1 GBA, agrees, as consideration herein, to release any claim of ownership or copyright in the Construction Plans prepared for the Project. South San and PBK have the authorization and approval for the use of these Construction Plans for the Project.

IV. GENERAL PROVISIONS

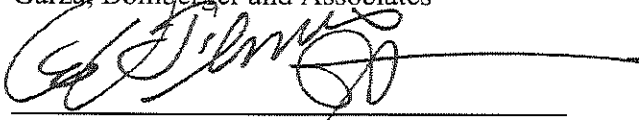
4.1 Any provisions or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding.

4.2 This Agreement shall be governed by the law in the State of Texas and any dispute shall be subject to venue in Bexar County, Texas.

4.3 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

Executed this 31 day of August, 2021.

Garza, Bomberger and Associates



Jorge Flore, Architect

PBK Architects

South San Independent School District

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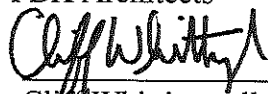
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Executed this ____ day of August, 2021.

Garza, Bomberger and Associates

Jorge Flore, Architect

PBK Architects



Cliff Whittingstall, Architect

South San Independent School District

Marc Puig, Superintendent