

AMENDMENT TO THE AGREEMENT BETWEEN OWNER AND ARCHITECT

THIS AMENDMENT on this 6 day of July, 2017, to the contract dated July 5, 2016 by and between the SPRINGS UNION FREE SCHOOL DISTRICT (the "District") and BBS ARCHITECTS, LANDSCAPE ARCHITECTS AND ENGINEERS P.C. ("BBS") is hereby constituted as follows:

WHEREAS, the District and BBS entered into a written contract dated July 5, 2016, (the "Contract"), wherein BBS was appointed as the District's Architect for the district wide capital improvement projects [the Project(s)] as requested by the Owner; and

WHEREAS, the District has expressed the desire for BBS to provide the architectural services associated with the district wide capital improvement projects for the 2017-2018 School Year; and

WHEREAS, the District and BBS wish to amend the Contract to include BBS's performance of the architectural services associated with the Projects for the 2017-2018 School Year; and

WHEREAS, BBS represents that it is experienced in conducting such services for New York School Districts and that its supervisory and project management staff assigned and to be assigned to the services being performed pursuant to this Amendment are or will be personally so experienced; and

NOW THEREFORE, it is hereby agreed as follows:

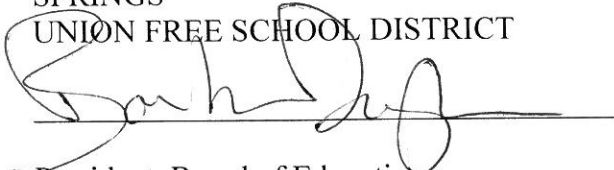
1. The Scope of Work as stated in **Article 1, Paragraph B** will include architectural and engineering services for any capital improvements projects during the 2017-2018 School Year.
2. The District shall compensate BBS according to the terms of the first sentence of **Article 11, Paragraph A**, "The Architect's compensation for its services shall be 5.0% of the actual "Construction Cost of the Project."
3. Except as expressly set forth herein, the Contract and all of its terms, provisions, requirements and conditions shall continue to apply to all of BBS's services performed pursuant to this Amendment, irrespective of when such work, and/or when the work is performed, and/or completed, and irrespective of any changes in the nature of the scope of the work or the work associated with the Projects unless and until a new contract which expressly supersedes, modifies and/or cancels the aforementioned Contract, is entered into, approved, and executed by the parties. The Term of the Agreement is according to Article 14 of the July 5, 2016 Contract between the District and BBS.
4. Nothing contained herein shall be deemed a waiver of any of the terms, provisions or conditions of the Contract.

5. That except as expressly set forth herein, the Contract, its terms, conditions, and provisions shall remain in full force and effect.

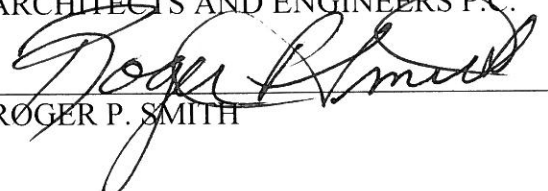
6. That this Amendment shall be deemed attached and incorporated into the Contract.

7. To the extent that any of the terms and conditions of this Amendment conflict with the terms and provisions of the Contract, the terms and provisions of this Amendment shall govern and control.

Dated: 7/6/17

SPRINGS
UNION FREE SCHOOL DISTRICT
BY: 
President, Board of Education

Dated: _____

BBS ARCHITECTS, LANDSCAPE
ARCHITECTS AND ENGINEERS P.C.
BY: 
ROGER P. SMITH