

Amendment to the Professional Services Agreement

PROJECT: (name and address)
New Transporation Center

Odessa, Texas

OWNER: (name and address) Ector County ISD 802 N. Sam Houston Odessa, Texas 79761 AGREEMENT INFORMATION:

Date: 03/21/2024

AMENDMENT INFORMATION:

Amendment Number: 002 Date: 06/17/2025

ARCHITECT: (name and address)

Parkhill

1700 W. Wall, Suite 100 Midland, Texas 79701

The Owner and Architect amend the Agreement as follows:

1.1.1 Replace "The District wishes to renovate the office buildings and several large warehouses that are built from sheet metal. This project will also involve the construction of a new transportation maintenance facility and driver training facility." with "This project will require the renovation of existing buildings located at 8866 NW Loop 338, Odessa, Texas."

Replace 1.1.9.2 (paragraph deleted) with the following:

.2 Subsurface Utility Engineering (SUE): TBD, if needed

Revise Paragraph 4.2.1 Architect's Additional Services to include:

- .5 As-built Development.
- .6 Master Planning and Phasing.
- .7 Furniture, Fixture & Equipment (FF&E) for office and training spaces for the project.
- .8 Technology Consultant.
- .9 Envelope Consultant.
- .10 Assistance in Special Permit Process (To address additional efforts for permitting requirements outside of the city limits, Septic systems, fueling and water wells).

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

11.1.2 Replace "Six (6.0)% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6" with "The Architect's compensation for the design work of the new site: Basic Services (Arch, Interior, Structural, MEP and Landscape). Compensation is based on the percentage of the Cost of the Work for renovation projects. Refer to attached Standard Architect (of Record) Fee Schedule."

Revise Paragraph 11.3 to add the following language to the existing language:

- As-built Development: Labor hourly not to exceed \$29,000
- Master Planning and Phasing: hourly not to exceed \$40,000
- Furniture, Fixture & Equipment (FF&E) for office and training spaces for the project: hourly not to exeed \$27,750
- Site/Civil Engineering: Hourly, not to exeded \$214,420
- Assistance in Special Permit Process (To address additional efforts for permitting requirements outside of the city limits, septic systems, fueling and water wells): hourly not to exceed \$15,000

Section 11.4 shall be modified by deleting "N/A" and adding the following language:

- Technology: Cost of consultant for coordination and integration of the design.
- Envelope Consultant: Cost of consultant for coordination and integration of the design.

Delete Paragraph 11.4.1 in its entirety.

Schedule Adjustment:

Modify 1.1.4 as follows:

.1 Design phase milestone dates, if any:

April 2026

.2 Construction commencement date:

May 2026, tentative, depends on Authority Having Jurisdiction (AHJ)

.3 Sustantial Completion date or dates:

May 2027, tentative

.4 Other milestone dates:

TBD

Except as expressly modified herein, no other provisions of the Agreement between the Architect and Owner are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between the Architect and Owner, concerning the subject matter thereof. This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

SIGNATURES:	
PARKHILL	ECTOR COUNTY ISD
ARCHITECT (Firm name) DocuSigned by:	OWNER (Firm name)
David Finley	
SIGNATURE6C74AA	SIGNATURE
David Finley, Director of K-12	Dr. Keeley Boyer,
Partner	Superintendent
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
June 17, 2025	
DATE	DATE

Standard Architect (of Record) Fee Schedule

Cost of Work (\$s)	New Construction	Additions - Expansions	Renovations
0 - 299,999.99	9.25%	10.50%	11.50%
300,000 - 624,999.99	8.50%	9.75%	10.75%
625,000 - 1,249,999.99	7.75%	9.25%	10.25%
1,250,000 - 2,499,999.99	7.25%	8.75%	9.75%
2,500,000 - 4,999,999.99	6.75%	8.25%	9.25%
5,000,000 - 7,499,999.99	6.50%	7.75%	8.75%
7,500,000 - 14,999,999.99	6.25%	7.50%	8.50%
15,000,000 - 29,999,999.99	6.00%	7.25%	8.25%
30,000,000 - 49,999,999.99	5.88%	7.00%	8.00%
50,000,000 - 99,999,999.99	5.75%	6.88%	7.88%
over 100,000,000	5.63%	6.75%	7.75%