

**AMENDMENT to STANDARD FORM of AGREEMENT  
BETWEEN  
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT (OWNER)  
AND  
PARKHILL (ARCHITECT)**

**THIS AMENDMENT**, effective March 25, 2025 (the “Effective Date”), modifies and amends the **AGREEMENT** by and between **the Ector County Independent School District (“Owner”), and Parkhill (“Architect”)**, collectively “Parties”, previously entered into on December 17, 2024 (the “Agreement”).

**WHEREAS**, the Parties desire to amend the Agreement upon the terms and conditions set forth in this Amendment;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements hereinafter set forth, the Parties agree to amend the previously executed Agreement as follows:

1. In Section 3.1.1, the phrase “the AIA Document A201-2017, General Conditions of the Contract for Construction” shall be replaced with the “AIA Document A104 – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor”.
2. In Section 3.1.6, two references to “AIA Document A201-2017” shall be replaced with the “AIA Document A104 – 2017”.
3. In Section 3.5.1, the last two sentences shall be modified to read as follows (the amended language is underlined):

“The Architect shall cooperate with the Owner’s legal counsel in the preparation of all Contract Documents and the General Conditions incorporated in the AIA Document A104 – 2017, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that its Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner’s AIA Document A104-2017, as amended, except with Owner’s prior written consent.”

4. In Section 3.6.1.1, the three references to “AIA Document A201-2017” shall be replaced with the “AIA Document A104 – 2017”.
5. In Section 3.6.3.1, the text-

“If Architect disputes the Contractor’s payment application in whole or in part, Architect shall provide in writing to Owner and Contractor a detailed statement of the Architect’s

reason for withholding certification in accordance with Texas Government Code §2251.042(a) and as provided in §§9.4.1 and 9.5.1 of the AIA A201 for the project.”

*is amended to read as follows:*

“If Architect disputes the Contractor’s payment application in whole or in part, Architect shall provide in writing to Owner and Contractor a detailed statement of the Architect’s reason for withholding certification in accordance with Texas Government Code §2251.042(a) and as provided in Sections 15.4.1 and 15.4.3 of the AIA Document A104-2017, as amended for the Project.”

6. In Section 8.1.2, the phrase “the AIA Document A201-2017, General Conditions of the Contract for Construction” shall be replaced with the “AIA Document A104 – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor”.
7. In Section 10.2, the phrase “the AIA Document A201-2017, General Conditions of the Contract for Construction” shall be replaced with the “AIA Document A104 – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor”.
8. In Section 10.21.4, the text-

‘Architect’s (of Record) and/or Architect’s (Project Oversight and Cost Control) violation of this section shall constitute a substantial failure under Article 14 of AIA Document A201-2017, General Conditions of Contract for Construction, as amended by Owner for this project.”

*is amended to read as follows:*

“Architect’s (of Record) and/or Architect’s (Project Oversight and Cost Control) violation of this section shall constitute a substantial failure under the applicable provision of AIA Document A104-2017, as amended by Owner for this project.”

9. In Section 13.2.2, the phrase “the AIA Document A201-2017, General Conditions of the Contract for Construction” shall be replaced with the “AIA Document A104 – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor”.

**Acknowledgement.** Except as expressly amended or modified hereby, the Agreement remains in full force and effect. To the extent of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed counterparts of this Amendment may be delivered by facsimile and electronic mail, and such reproductions will, for

all purposes, be deemed to be the original signature of such party whose signature it reproduces and will be binding upon such party.

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Amendment to be executed by its duly authorized agent.

**Ector County ISD**

**Parkhill**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dr. Keeley Boyer

Dr. David Finley, AIA, ALEP

Superintendent

Principal