

PROFESSIONAL SERVICES AGREEMENT -
FACILITIES CONDITION ASSESSMENT, LONG-RANGE FACILITIES MASTER
PLAN, DEFERRED MAINTENANCE PLAN, PREVENTIVE MAINTENANCE
STRATEGY DEVELOPMENT

This Professional Services Agreement (the “Agreement”) is made effective the date all parties hereto have signed the agreement, entered into by and between ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT (“District”) and PARKHILL, SMITH & COOPER, INC. dba PARKHILL (“Consultant”) as follows:

I. PROJECT AND DESCRIPTION OF SERVICES

1.1. The District proposes to undertake a comprehensive evaluation of the current condition of the District's schools as more particularly set forth on Exhibit “A” and made a part hereof (collectively, the "Facilities"). Consultant agrees to provide the services with respect to the inspection, identification and evaluation of the Facilities described in the Scope of Work attached hereto as Exhibit “B” and made a part hereof (the "Services"). Any projections as to future student enrollment or student population (“Population Report”) completed by Consultant shall be submitted to District at least forty-five (45) days in advance of the final report (“Final Report”) to be submitted by Consultant. Said submission of the Population Report by Consultant shall include all data and data sources used by Consultant to complete said projections and actual copies of the said data used by Consultant. District shall have thirty (30) days from the date of receipt of the Population Report to review and comment on said projections. Consultant will review the District’s comments. Within five (5) days of its receipt of the District’s comments, the Consultant shall consult with District in good faith to address any of the District’s concerns related to said projections. If the District and the Consultant’s good faith consultation are ineffective to address the District’s concerns, the District may require the Consultant to amend or update the report.

1.2. Consultant agrees to provide at all times: (i) highly qualified personnel; (ii) an efficient business operation in terms of administration and accounting practices and procedures; (iii) services in a skilled, professional and efficient manner; (iv) cooperation with District so as to promote the best interests of District; and (v) performance of the Services in an expeditious, efficient, skillful and economical manner consistent with the best interests of District.

1.3. Consultant acknowledges that the Facilities are existing school buildings that are regularly occupied and currently in use. All District Facilities are required to continue their normal operation and occupancy of the Facilities during the performance of the Services and that such continual operation and occupancy is of critical importance. Consultant shall perform the Services so as to minimize to every extent reasonably possible any interference with the operation of the Facilities by District and the use and occupancy by the District.

1.4. The consultant provided the District with the Proposal for Facilities Condition Assessment, Long-Range Capital Planning, Deferred Maintenance Planning, and Preventative Maintenance Strategy Development (the “Proposal”) on February 3, 2026. The Proposal, including all attachments, is incorporated herein by this reference as though laid out in full. The

Proposal shall be considered a part of the Agreement and shall be fully enforceable as though written herein. If there arises any conflict between the terms of this Agreement and the Proposal, the Agreement shall control. The Proposal is attached as Exhibit “D”.

II. STANDARD OF CARE

2.1. Consultant represents that it is knowledgeable, competent and skilled in conducting facilities assessments and defined maintenance survey and has substantial experience in the identification and analysis of architectural systems, electrical systems, mechanical and plumbing systems and civil/site assessments for school buildings, campuses and athletic facilities, and the identification of current and near-term deficiencies as described in Exhibit “B”.

2.2 Consultant acknowledges that District is entering into this Agreement in reliance on Consultant's experience and qualifications with respect to performing the Services. Consultant will at all times conduct its activities and perform the Services (1) in accordance with the provisions of this Agreement and in a timely, diligent, skillful, competent and professional manner, consistent with the consulting professional standards of care and performance applicable to projects similar to the District’s Facilities, as performed by skilled professional consultants headquartered and operating in the State of Texas who have substantial experience in performing the Services for projects similar to the scope of work and with regard to the size and complexity of the Facilities.

III. FEE

Subject to the terms and conditions of this Agreement, District will pay Consultant a total fee of Nine Hundred Ninety-Five Thousand Dollars and no/100 (\$995,000.00) for the services provided pursuant to this Agreement. This fee shall be paid as follows:

- Task No. 1: Facility Condition Assessment with Asset Inventory and Accessibility Survey (“FCA Survey”). The FCA Survey fee shall be paid in a single, lump sum payment of \$600,000.00. Consultant guarantees that no fewer than twelve (12) qualified individuals will work to complete the FCA Survey over the course of five (5) months.
- Task No. 2: Educational Adequacy Assessment (“EAA”). The EAA fee shall be paid in a single, lump sum payment of \$150,000.00. Consultant guarantees that no fewer than two (2) qualified individuals will work to complete the EAA over the course of five (5) months.
- Task No. 3: Long-Range Capital Planning (“LRCP”). The cost of the LRCP shall be paid on an hourly basis. Consultant guarantees that the total billed cost for the LRCP shall not exceed \$180,000.00
- Task No. 4: Preventative Maintenance Strategy Development (“PMSD”). The PMSD fee shall be paid in a single, lump sum payment of \$65,000.00. consultant guarantees that no fewer than three (3) qualified individuals will work to complete the PMSD over the course of six (6) months.
- Optional Task: Deferred Maintenance Planning (“DMP”). The DMP is an optional service. If the District chooses to pay for the DMP, it shall notify the Consultant in

writing at least sixty (60) days before the Final Report is due. The DMP fee shall be paid in a single, lump sum payment of \$30,000.00. Consultant guarantees that no fewer than two (2) qualified individuals will work to complete the DMP over the course of two (2) months.

3.1 Not more than once every thirty (30) calendar days, the Consultant shall submit to the District an itemized invoice completed in accordance with the Hourly Rate Schedule and the Schedule of Values. Invoices shall show the percentage of completion of each portion of the Services as of the end of the period covered by the invoice, the total hours worked by each individual on the project, and the general tasks completed. These numbers shall be supported by such data substantiating the Consultant's right to payment as the District may reasonably require.

3.2 District shall pay all undisputed fees within forty-five (45) days of the application for payment date, based upon the submission by Consultant of such application for payment prior to the 25th day of each calendar month.

3.3 Consultant acknowledges that the fee described in 3.1 above is the total compensation payable by District to Consultant for the Services as completed. Consultant shall pay for any and all expenses it incurs in connection with the performance of its Services including, but not limited to any travel, mileage, printing, personnel and office expenses.

3.4 The fee includes all compensation and/or consideration for the Consultant's issuance of a perpetual license for access to and use of any software necessary to access, update and maintain reports and information submitted by Consultant, plus all technical support of the software for one (1) year following completion of the work.

IV. SCHEDULE OF COMPLETION

Consultant recognizes that time is of the essence in completing the Services. Consultant shall perform such Services in the character, timing and sequence as set forth on the Schedule of Services, which shall be completed by the consultant and the District within ten (10) days of the Effective Date. Consultant shall fully complete all Services in accordance with each Task Order issued and approved by the District. Each Task Order shall specify a start date and expected completion date and reflect the value and charges.

V. INSURANCE

Consultant shall, at Consultant's expense, at all times during the course of the Services maintain the insurance coverage required by Statute and shall furnish to District satisfactory evidence of such insurance.

5.1 All insurance policies required above are subject to District's approval and shall be written with solvent insurance companies authorized to do business in the State of Texas rated A- or better by Best's. All policies shall be written on a per claim basis and shall not contain any "sunset" clauses or similar provisions. Should any policy be canceled during the Consultant's provision of the Services and Consultant fails immediately to procure other insurance as specified, the District may procure such insurance and deduct costs thereof from the fees otherwise payable to the Consultant. The consultant will notify the District if any insurance policy required hereunder is cancelled for any reason.

5.2 Consultant shall, prior to commencement of any Services, furnish to District, or cause to be so furnished, certificates of insurance ("Certificates") for the policies and coverages enumerated herein, completed and endorsed by duly authorized agents of the underwriters, and naming District and any other party designated by District under each of the liability insurance policies described in Exhibit "C". District and any other party designated by District should also be provided with a Waiver of Subrogation for each of the policies described in Exhibit "C". The Certificates shall provide for written notice to District not less than thirty (30) days prior to the effective date of any cancellation. Following the renewal of such coverages from time to time but not later than ten (10) business days prior to the then current expiration of the policy coverage(s), Consultant shall promptly furnish to District Certificates evidencing that such coverages have been renewed.

The insolvency, bankruptcy, or failure of any insurance company carrying insurance for Consultant, or the failure of any insurance company to pay any losses, claims, liabilities, injuries, damage and expenses, including reasonable attorneys' fees, accruing shall not waive or invalidate any of the provisions of this Agreement and shall constitute a breach of this Agreement, and District may choose any of the remedies outlined in VI below.

VI. DEFAULT; TERMINATION

6.1 Consultant shall be in "Default" (herein so called) under this Agreement if:

(a) Consultant becomes insolvent, is adjudged a bankrupt, or makes a special assignment of the proceeds under this Agreement or makes a general assignment for the benefit of its creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or

(b) A receiver, trustee or liquidator of any of the property or income of Consultant is appointed; or

(c) Consultant refuses or fails to prosecute or complete the Services in accordance with this Agreement; or

(d) Consultant fails to comply with all applicable laws of any public authority having jurisdiction over the Services, or the District's Board Policies (Legal) and (Local) and any Regulations.

6.2 In the event of any Default by Consultant, District shall have the right to (a) suspend its performance under this Agreement, including as to the making of payments and (b) deliver a written notice of such default to Consultant. If such Default is not cured by Consultant within five (5) days of delivery of such notice, District shall have the right to terminate this Agreement in addition to any and all other remedies that District may now or hereafter have under this Agreement or at law or in equity.

6.3 District shall be in default under this Agreement (a "District Default") if at the time of the event in question Consultant is not in Default and:

(a) District becomes insolvent, is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or

(b) A receiver, trustee or liquidator of any of the property or income of District is appointed; or

(c) District refuses or fails to pay Consultant any undisputed amount due and payable within the time periods set forth in Section 3.2 hereof. So long as District shall pay Consultant any undisputed amount due and payable hereunder within the time periods set forth in Section 3.2 hereof, Consultant will continue to perform the Services so long as Consultant and District are negotiating in good faith to resolve a fee dispute.

6.4 Except as otherwise provided in Section 6.3 (c) above, in the event of any District Default under this Agreement, Consultant shall have the right to deliver a written notice of such District Default to District. If such Default is not cured within thirty (30) days of delivery of such notice, Consultant shall have the right to suspend or terminate its performance under this Agreement following five (5) business days after Consultant's delivery of a second notice to District. If such District Default is not cured within ten (10) days of delivery of such second notice, Consultant shall have the right to terminate this Agreement. In the event of such termination, District shall pay to Consultant all fees and reimbursable expenses due to Consultant for Services theretofore performed under this Agreement.

In addition to District's right to terminate this Agreement for Consultant's Default, District may terminate this Agreement for any reason or no reason with ten (10) days written notice. Upon receipt of written notice of termination, Consultant shall immediately cease its Services under this Agreement. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for its Services performed prior to date of the Notice of Termination.

6.5 Except as set forth herein, no remedy herein reserved to District or Consultant is intended to be exclusive of any other remedy, including, but not limited to, the remedy set forth in Subchapter D of Chapter 2251, Texas Government Code, but each and every such remedy shall be cumulative and shall be in addition to any other remedy provided for in this Agreement or as now or hereafter existing at law, in equity or by statute.

6.6 Notwithstanding any other provision in this Agreement, Consultant shall have no liability to the District and the District shall have no liability to the Consultant for contingent, consequential or other indirect damages, including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime or other similar business interruption losses, however, the same may be caused. The limitations and exclusions of liability set forth in this Section shall apply regardless of the fault, breach of agreement, tort (including the concurrent or sole and exclusive negligence), strict liability or otherwise of Consultant, its employees or subcontractors.

VII. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY, PROTECT, DEFEND (FOR LIABILITY CLAIMS AGAINST COMMERCIAL GENERAL LIABILITY, WORKERS' COMPENSATION AND AUTO INSURANCE) AND HOLD HARMLESS DISTRICT, EACH OF THE MANAGERS, ADVISORS, DIRECTORS, OFFICERS, AFFILIATES, AND EMPLOYEES (COLLECTIVELY, "DISTRICT PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, OBLIGATIONS, COSTS AND/OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE. ATTORNEY'S FEES. (COLLECTIVELY, "CLAIMS") TO THE EXTENT CAUSED BY (i) ANY BREACH OF CONSULTANT'S OBLIGATIONS HEREUNDER, AND/OR (ii) ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT, INCLUDING ANY AFFILIATE, REPRESENTATIVE, SUB-CONSULTANT OR EMPLOYEE OF CONSULTANT (EACH, A "CONSULTANT PARTY"), INCLUDING THOSE ACTUALLY ATTRIBUTABLE TO THE CONCURRENT STRICT LIABILITY, THE CONCURRENT WILLFUL MISCONDUCT, OR THE CONCURRENT ORDINARY NEGLIGENCE OF DISTRICT PARTIES; HOWEVER, IF THE LOSSES RESULT FROM THE CONCURRENT STRICT LIABILITY, THE CONCURRENT WILLFUL MISCONDUCT, OR CONCURRENT ORDINARY NEGLIGENCE OF DISTRICT PARTIES AND CONSULTANT PARTY, THEN SUCH INDEMNITY BY THE CONSULTANT PARTY WITH RESPECT TO DISTRICT PARTIES SHALL EXTEND ONLY TO SUCH PORTION OF THE LOSSES AS ARE ALLOCABLE TO CONSULTANT PARTY'S SHARE OF SUCH CONCURRENT STRICT LIABILITY, CONCURRENT WILLFUL MISCONDUCT, OR CONCURRENT ORDINARY NEGLIGENCE. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO ANY PARTY OR PERSON DESCRIBED IN THIS ARTICLE VII.

7.1 Anti-Indemnity Savings Clauses, the indemnities in this Agreement shall only be effective to the maximum extent permitted by applicable law. If any law is enacted in Texas that limits in any way the extent to which indemnification may be provided to an indemnitee and such law is applicable to this Agreement then this Agreement shall automatically be

amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by applicable law.

VIII. CONSULTANT EMPLOYEE STANDARDS

8.1 The Consultant shall at all times enforce strict discipline and good order among its employees and other persons carrying out the Services. The Consultant shall not employ any unfit persons or persons not skilled in the task assigned to them while located at or on the District's Facilities. The District may demand the dismissal of any person or persons employed by the Consultant in, about or on the Facilities, who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties, or neglect or refuse to comply with the directions of the District and such persons or persons shall not be employed again thereon without the written consent of the District.

(a) The Consultant, its employees, and any subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, tobacco, products, illegal drugs or controlled substances while on the Facilities, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the Facilities.

(b) Consultant's personnel assigned to perform Services shall be demonstrably free from addiction to, or use of, illicit drugs, as determined by a ten-panel urinalysis drug screening. Testing shall be accomplished at clinically supervised independent collection sites, certified by the Substance Abuse and Mental Health Services Administration (formerly National Institute of Drug Abuse).

(c) Consultant's personnel assigned to perform Services should present a professional appearance that reflects good personal grooming habits. Appearance standards are:

1. Only prescription eye-glasses may be worn. Sunglasses shall not be worn inside the building except on written recommendation of a physician.

2. Consultant's personnel shall not wear jewelry in their noses or ears, except for women who may wear earrings. No excessive or "dangling" jewelry may be worn on the neck, wrist or waist. Two rings and a wristwatch only, may be worn on finger and wrist.

(d) Personnel assigned to perform Services shall possess satisfactory public relations skills, sufficient to permit them to interact positively with District employees, visitors, and the general public. The use of profanity at or on Facilities will not be tolerated.

(e) All persons present at any of the Facilities are required to possess and display on their person an identification badge. The Consultant is required to provide, at its own expense, an identification badge for all employees working at any of the Facilities, i.e. Consultant's and subcontractor's personnel, and ensure they are prominently displayed at all times while present at any Facility. A color photo identification badge, furnished by the Consultant, must include a recent facial color photograph, the individual's full name and the name of the employer. The photo identification badge must not be smaller than a Texas issued driver's license. A duplicate copy of each color photo ID shall be submitted to the District for its

records.

(f) All persons present at any of the Facilities shall be required to sign in and out on the sign-in sheet designated by the Facility.

IX. MISCELLANEOUS PROVISIONS

9.1 This Agreement may be amended only by a written agreement executed by the parties hereto.

9.2 This Agreement and all conditions and provisions hereof are for the sole and exclusive benefit of the parties hereto and their respective successors and assigns and are not intended for the benefit of any other person. In particular, nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement and shall be construed to give any testing company, vendor or his or her respective heirs, assigns or beneficiaries any legal or equitable right, remedy or claim under or in respect to this Agreement or any provision contained herein. Any entities or individuals mentioned herein, or in any of the attachments hereto, are listed for convenience and understanding of this Agreement and said entities or individuals shall not be considered third party beneficiaries under this Agreement.

9.3 It is understood and agreed that the relationship of Consultant to District shall be that of independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: (a) make Consultant the agent, servant or employee of the District; or (b) create any partnership, joint venture or other association between District and Consultant.

9.4 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

9.5 Pursuant to Texas Education Code Section 44.034, Consultant must give advance written notice to the District if the Consultant or an owner or operator of the Consultant has been convicted of a felony. The District may terminate this Agreement if the District determines that the Consultant failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

9.6 (a) Pursuant to Texas Education Code Chapter 22, Consultant shall obtain all criminal history information regarding its "covered employees", as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant will also subscribe to that person's criminal history record information. Before beginning any Services, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date. Upon request by District, Consultant will provide, in writing, updated certifications and the names and any other requested information regarding covered employees, so that the District may obtain criminal history information on the covered employees. Consultant shall assume all expenses

associated with obtaining criminal history record information.

(b) Consultant will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to perform any of the Services. If Consultant receives information that a covered employee has a reported disqualifying criminal history, then Consultant will immediately remove the covered employee from performing any of the Services and notify the District in writing within three business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide Services. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant and any Sub-Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the Services are provided.

(c) For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the Services to be performed on the Facilities and has or will have direct contact with District's students. District contact shall include any and all activities involving physical proximity with students, direct communication with students, and/or physical proximity to students that permits direct communication. "Disqualifying criminal history" means any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

9.7 The failure of District or Consultant to notify the other of any Default or District Default under this Agreement shall not be deemed a waiver by such party of any rights granted hereunder or otherwise.

9.8 The obligations of District and Consultant contained herein shall bind or inure to the benefit District and Consultant and their respective successors, assigns and legal representatives. Consultant shall not assign this Agreement in whole or in part or subcontract its services as a whole or in material part without the prior written consent of District, nor shall Consultant assign any moneys due or to become due to it hereunder, without the prior written consent of District, which consent shall be granted or denied by District in its sole and absolute discretion (except that such approval shall not be unreasonably withheld with respect to a proposed assignment only of moneys due or to become due to Consultant under this Agreement). The District acknowledges that Consultant will use certain subconsultants including Zonda, MOCA Systems, Inc. and Food Design Professionals and the work of each shall be approved in connection with an appropriate written Work Order.

9.9 All notices, demands, requests or other communications provided for or permitted to be given pursuant to this Agreement must be in writing and shall be effective (i) when personally delivered or sent by Email (with hard copy to follow) to the recipient at the recipient's address set forth below; or (ii) one (1) business day after deposit with a nationally recognized overnight courier or delivery service, addressed to the recipient as set forth below, or (iii) upon receipt or refusal to accept receipt when deposited in the United States mail, postage prepaid, by

registered or certified mail, return receipt requested. By giving to the other party at least thirty (30) days prior written notice hereof, each party shall have the right from time to time, and at any time, during the term of this Agreement, to change its respective address. All notices shall be delivered or sent to the respective parties at the following addresses:

(a) Notices to Ector County ISD:

Dr. Anthony Sorola
Associate Superintendent
Ector County ISD
802 N. Sam Houston
Odessa, Texas 79761

(b) Notices to Consultant:

Parkhill
Attn: David Finley
1700 W. Wall St.
Suite 100
Midland, Texas 79701

9.10 Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach hereof, the non-prevailing party in any final judgment agrees to pay to the other party all reasonable costs, charges, and expenses, including attorney's fees, expended or incurred in connection therewith at both the trial and appellate levels.

The Prevailing Party is the Party who recovers at least 67% of its total claim of damages in the action or who is required to pay no more than 32% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for monetary damages, the total amount of recoverable attorney fees and cost shall not exceed the net monetary award of the Prevailing Party.

If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, the parties shall rehabilitate and amend said provision to conform with the original intent of the Parties and the applicable law so the provision is enforceable. If an invalid provision cannot be rehabilitated, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provision(s) never had been inserted in this Agreement.

9.11 This Agreement is not intended, and shall not be deemed or construed, to confer any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto except as may be expressly provided herein to the contrary.

9.12 This Agreement may be executed in any number of original copies, each of which shall be an original for all purposes. This Agreement may be executed in any number of

counterparts, all of which when taken together shall constitute one and the same document.

9.13 This Agreement shall be deemed performable in Odessa, Texas, and shall be governed by the laws of the State of Texas.

9.14 Any and all rights, benefits, representations, warranties, covenants and agreements which benefit District or Consultant hereunder, and all obligations of District and Consultant hereunder, shall survive the termination or expiration of this Agreement and continue in full force and effect.

9.15 To the extent in its possession, District shall furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information as Consultant deems necessary for proper performance of the Services; and Consultant will be able to rely on such information provided by the District. District-provided documents shall remain the property of District. Consultant has no obligation to check the accuracy or completeness of District supplied information but will bring to the District's attention any discovered discrepancies.

9.16 Any delays in or failure of performance by Consultant or District, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of District or Consultant, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosions, accidents, riots, strikes or to her concerted acts of workmen, whether direct or indirect; or any causes, whether or not the same class or kind as those specifically named above, which are not within the reasonable control of District or Consultant respectively. In the event that event or force majeure as herein defined occurs, Consultant or District shall be entitled to a reasonable extension of time for performance of its services under this Agreement.

9.17 Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby. Such consent or waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder. The Parties expressly and unequivocally waive their right to argue that a waiver has occurred in any proceeding concerning this Agreement except under the specific terms laid out in this paragraph.

9.18 Any Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by this reference. Typewritten or handwritten provisions inserted in this Agreement or the Exhibits that are initialed by the Parties shall control all printed provisions in conflict therewith.

9.19 The Parties acknowledge that each Party has had access to counsel and an opportunity to read, review, and revise this Agreement. The terms of this Agreement are the result of joint efforts of the Parties. Therefore, the Parties agree that this Agreement, and any given provision of it, shall be considered to have been mutually prepared by both Parties and shall not be more strongly construed against either Party hereto.

9.20 This Agreement, including the Exhibits attached hereto, sets forth all the promises, covenants, agreements, conditions and understandings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

9.21 Consultant acknowledges that District is a political subdivision of the State of Texas, and, as such, may enjoy immunities from the pursuit and/or liability under the Constitution and the laws of the State of Texas. By entering into this Agreement, District does not waive any of its immunities from suit and/or liability except as specifically authorized by law.

X. DISPUTE RESOLUTION PROCESS

10.1 District and Consultant understand and appreciate that their long-term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of the Services performed under this Agreement or from any dispute concerning Agreement terms. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. The first stage of the resolution process shall be negotiations between the respective project managers of the Parties.

10.2 If any dispute or claim arising under this Agreement cannot be readily resolved by the Parties pursuant to negotiations between the project managers, the Parties agree to refer the matter to a panel consisting of one (1) executive from each party not directly involved in the claim or dispute for review and resolution. A copy of the Agreement and other relevant documents, agreed upon facts (and areas of disagreement), and concise summary of the basis for each side's contentions will be provided to both executives who shall review the same, confer, and attempt to reach a mutual resolution of the issue.

10.3 If the dispute has not been resolved under the process set forth in Section 10.2 within thirty (30) days after the dispute was first referred to the executive panel, the Parties will attempt to resolve the dispute through non-binding mediation. If the mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall conduct a meeting (not to exceed one day) during which each party shall present its version of the facts (supported by relevant documents), its assessment of damages, and its argument. Mediation shall take place in Ector County, Texas. The Parties shall provide the Mediator with copies of all documents provided to their executives under Section 10.2 at least ten (10) days prior to the scheduled date of the mediation meeting. The Parties may also provide the Mediator with copies of any laws or regulations that they feel are relevant to the dispute. A copy of the Agreement will be provided to the Mediator. Formal written arguments, legal memorandum, and live testimony are discouraged but may be permitted at the discretion of the Mediator. Each party agrees to make any relevant, non-privileged documents available to the other party for its review and use in preparing its position under this clause without the need for subpoena or other court order.

10.4 After the presentations of the Parties, the Mediator will meet with both Parties and provide each of them, on a confidential basis, with his/her views of the strengths and weaknesses of their respective positions. The Parties will then attempt to resolve the matter with

the assistance of the Mediator. If the Parties cannot achieve resolution at the mediation meeting or within forty-eight (48) hours after the close of such meeting, the Mediator will, within fifteen (15) additional days, issue a written, non-binding decision on the disputed issues.

10.5 If the matter has not been resolved utilizing the processes set forth above and the Parties are unwilling to accept the non-binding decision of the Mediator, either or both Parties may then elect to pursue resolution through litigation. In the event of any litigation between the Parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

**DISTRICT:
ECTOR COUNTY INDEPENDENT SCHOOL
DISTRICT**

BY: _____
NAME: Dr. Keeley Boyer
TITLE: Superintendent

ATTEST:

**CONSULTANT:
PARKHILL**

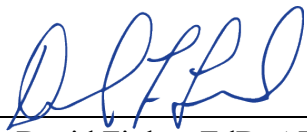
BY:  _____
NAME: David Finley, EdD, AIA
TITLE: Director of Education | Partner

Exhibit “A”**List of Facilities****Comprehensive Evaluation of Facilities****District Information/Specifications**

LOC	Facility	Bldg. Sq. Ft.	Portable Square Ft.	Total Sq. Ft.	Total Known Acreage
004	Alternative Education Center High School	11,892	24,064	35,956	3.00
011	George H.W. Bush New Tech Odessa High School	149,127	0	149,127	10.31
002	Odessa High School	481,629	11,008	492,637	26.85
002	Whitaker South Building (OHS)	8,144	0	8,144	1.22
002	Whitaker North Building (OHS) TLC	16,194	0	16,194	1.09
698G	Frost Bakery Advanced Technical Center & Greenhouse	61,178	0	61,178	2.81
003	Permian High School	553,013	11,712	564,725	42.36
042	James Bonham Middle School	158,903	5,376	164,279	21.05
043	James Bowie Middle School	194,784	6,144	200,928	6.36
044	David Crockett Middle School	143,314	9,408	152,722	18.00
047	Ector Middle School	265,500	2,304	267,804	20.43
046	Chester W. Nimitz Middle School	163,718	10,752	174,470	23.28
045	Wilson & Young Medal of Honor Middle School	137,251	6,656	143,907	18.96
125	Thomas Blanton Elementary School	60,059	2,688	62,747	9.76
133	Dr. Lee Buice Elementary School	90,834	4,608	95,442	12.39
136	Edward Burleson Elementary School	66,812	960	67,772	9.67
104	David Gouverneur Burnet Elementary School	64,576	0	64,576	12.04
130	Laura Cavazos Elementary School	72,729	4,032	76,761	13.00
107	Richard Dowling Elementary School	68,481	3,072	71,553	15.00
131	Edward K. Downing Elementary School	90,834	3,072	93,906	12.288
126	Murry Fly Elementary School	70,800	7,584	78,384	9.55
110	Goliad Elementary School	61,231	2,304	63,535	10.24
111	Rafael Gonzales Elementary School	62,971	0	62,971	12.05
114	John Ireland Elementary School	62,718	0	62,718	8.00
128	Lyndon B. Johnson Elementary School	67,500	0	67,500	10.47
129	Barbara Jordan Elementary School	67,661	6,336	73,997	11.50
124	Ellen and William Noel Elementary School	68,642	1,536	70,178	11.08
117	Elisha Pease Elementary School	72,396	0	72,396	14.68
119	Sul Ross Elementary School	61,488	0	61,488	13.55
113	Sam Houston Elementary	69,767	0	69,767	11.82

Exhibit "A"

121	San Jacinto Elementary	62,442	1,792	64,234	5.00
132	G.E. "Buddy" West Elementary School	90,834	1,536	92,370	16.246
102	Stephen F. Austin Montessori Elementary Magnet School	75,079	1,680	76,759	4.77
101	Gale Pond Alamo Elementary Magnet School	56,828	1,920	58,748	4.25
127	Edward L. Blackshear Elementary Magnet School	107,951	1,536	109,487	12.18
105	Ewen Cameron Dual Language Elementary Magnet School	75,557	768	76,325	9.87
112	Hays Magnet Academy Elementary	60,196	2,496	62,692	13.73
116	Benjamin Milam Elementary Magnet School	86,306	768	87,074	7.16
118	Ronald Reagan Elementary Magnet School	64,234	4,032	68,266	10.85
122	William Travis Magnet Elementary School	58,476	2,560	61,036	14.14
123	Lorenzo de Zavala Magnet Elementary School	82,339	768	83,107	8.12
106	George Washington Carver Early Education Center	40,605	0	40,605	3.15
115	Mirabeau Lamar Early Education Center	55,755	0	55,755	8.75
970	Administration Building	55,443	0	55,443	4.32
970	Barbara Chancellor	8,310	0	8,310	.47
131	Boys and Girls Club at Downing Elementary	8,000	0	8,000	.49
856	Community Outreach Center	4,040	0	4,040	1.22
698A	CTE Ag Farm	23,637	0	23,637	23.79
952	ECISD Police	8,053	0	8,053	.59
960	Facilities (Maintenance/Custodial Office)	2,989	0	2,989	5.22
974	School Nutrition	28,100	0	28,100	3.63
897	IMA building	10,245	0	10,245	2.08
864	Information Technology	15,043	0	15,043	.37
955	Maintenance Operations	45,363	0	45,363	4.01
970	Michael C. Killion House	27,669	0	27,669	1.14
975	Print & Mail Services	16,757	0	16,757	.42
905	Ratliff	55,054	0	55,054	101.78
871	Special Education	12,985	0	12,985	1.3
882	Student Admission	2,237	0	2,237	.59
986	Transportation	79,968	0	79,968	6.37
	ECISD Development Office	12,249	0	12,249	.66
	CTE High School (Opens 12/2026)	176,000	0	176,000	41.0
	Vasquez Middle School (Opens 8/2026)	197,000	0	197,000	42.0

Exhibit "A"

	PHS JROTC (located on PHS campus)	3,000	0	3,000	
	8860 Loop 338 Transportation	95,000	0		35.18
		4,683,622	119,408	4,988,113	507.884
		Bldg. Sq. Ft.	Portable Square Ft.	Total Sq. Ft.	Total Known Acreage

Exhibit “B”

Scope of Work

- 1.1. Buildings' Condition –
 - 1.1.1. Develop and update district standards:
 - 1.1.2. Develop a methodology for updating standards
 - 1.1.3. Identify existing conditions and include identified deficiencies, corrective actions, and the cost and priority of the corrections.
 - 1.1.3.1. Areas to include as a minimum are civil, architectural, MEP, ADA, and Roofing:
 - 1.1.3.1.1. Site: grounds, utilities, playgrounds, paving systems and parking capacities
 - 1.1.3.1.2. Curb appeal
 - 1.1.3.1.3. Exterior systems: roofs, walls, window systems, exterior doors, and structural components
 - 1.1.3.1.4. Interior systems: walls, doors, hardware, floors, and ceilings
 - 1.1.3.1.5. ADA Assessment
 - 1.1.3.1.6. Heating, ventilation, and air conditioning systems to include controls
 - 1.1.3.1.7. Electrical distribution and lighting systems
 - 1.1.3.1.8. Plumbing systems
 - 1.1.3.1.9. Fire/life safety systems
 - 1.1.3.1.10. Technology infrastructure
 - 1.1.3.1.11. Elevators cabs and structures
 - 1.1.3.1.12. Special construction
 - 1.1.3.2. Database in a manageable electronic format such as Microsoft Access and/or Excel spreadsheets to become the property of the Ector County ISD. Include the capability of:
 - 1.1.3.2.1. Track deficiencies and corrective actions
 - 1.1.3.2.2. Assigning deficiencies to a room location
 - 1.1.3.2.3. Calculating a building's facility condition index
 - 1.1.3.2.4. Ability to total the repair budget to include hard and soft costs for each building and discipline for projected spends using nationally recognized construction estimating data such as RSMeans or Department of Labor wage determinations for the Ector County area.
 - 1.1.3.2.5. The assessment software/database must have the capability of summarizing these data at the school facility and district levels.
 - 1.1.3.2.6. Incorporate Ector County ISD-supplied facility conditions data into the assessment software, analytical studies, and reports. All District-supplied facility conditions data will be identified as such and includes:
 - 1.1.3.2.6.1. 2023 Bond Project List
 - 1.1.3.2.6.2. AHERA Management Plan
 - 1.1.3.2.6.3. Temporary Buildings Report
 - 1.1.3.3. Forecasting –
 - 1.1.3.3.1. Identify the rate of renewal required to maintain components of each facility as it depreciates and becomes unusable
 - 1.1.3.3.2. Include the long-range facility renewal costs
 - 1.1.3.3.3. Develop a Cycle Replacement Program.
 - 1.1.3.3.4. Prepare an economic analysis of all buildings that may be candidates for consolidation or replacement
 - 1.1.3.3.5. Consider the long-term capital costs for renovation or new construction and the operating expenses associated with the projected life of the facility
- 1.2. Education Adequacy Assessment
 - 1.2.1. Measure the current and anticipated Ector County ISD's mission and standards-based assessment to identify deficiencies which may be remedied through renovation and those that are not economically feasible to correct.
 - 1.2.2. Include instructional and operational/administrative support facilities
 - 1.2.3. Conditions to include:
 - 1.2.3.1. Inappropriately-sized teaching spaces
 - 1.2.3.2. The lack of appropriate plumbing facilities
 - 1.2.3.3. Undersized core spaces
 - 1.2.3.4. Inadequate administrative support space

Exhibit “B”

- 1.2.4. Prepare an educational suitability score that will reflect all of the educational adequacy criteria in a scope that can be used to rank and prioritize future work
- 1.3. Long-Range Capital Planning – Prepare a 10-year plan to manage the district’s facility assets with a series of project packaging scenarios that will include prioritized projects grouped into various funding levels with associated costs and anticipated administrative expenditures.
 - 1.3.1. Anticipate community engagement and on-going support to build consensus around the proposed plan along with facility options for each school. Long-range planning will require the respondents to facilitate committee planning meetings and community town hall meetings.
 - 1.3.2. Include a cash flow analysis to project total program expenditures including all related costs over the course of the intended program implementation term.
 - 1.3.3. Explore alternative funding mechanisms which may include energy savings companies; federal, state, or local grants; empowerment zone funds; e-rate funding; or non-traditional privatized delivery processes
 - 1.3.4. Include:
 - 1.3.4.1. All of the assessment data and analysis,
 - 1.3.4.2. Description of the recommended funding and implementation program,
 - 1.3.4.3. A master schedule
 - 1.3.4.4. Master budget for all projects escalated to their dates of construction.
- 1.4. Technology Requirements – The proposed assessment database should establish a platform to manage district facility assets, manage the reduction of deferred maintenance, and populate Ector County ISD work order maintenance operations.
 - 1.4.1. Provide an appropriate set of software, systems, and procedures that enable district to continue to update all data, and manage deferred maintenance reduction.
 - 1.4.2. Provide assessment software that can sort, prioritize, and support strategic work planning and packaging.
 - 1.4.3. Software shall provide:
 - 1.4.3.1. Comprehensive deficiency tracking
 - 1.4.3.2. Life cycle forecasting with asset tracking for major fixed equipment
 - 1.4.3.3. Internal educational adequacy analysis
 - 1.4.3.4. Linking of CAD plans to the room level assessment data
 - 1.4.3.5. Adjustable soft costs with an internal industry standard cost database for developing line-item cost estimates for project packaging to a long-range capital plan.
 - 1.4.4. Report on the value of the replacement facilities including the total asset value of the facilities portfolio.
 - 1.4.5. Software Specifications – Licensed to Ector County ISD and meeting the following criteria:
 - 1.4.5.1. Robust database platform capable of housing a minimum of 10,000 digital images, 100 CAD drawing files, and a minimum of 300,000 database records without significant performance degradation.
 - 1.4.5.2. Ability to cleanly export selected, queried, or table data fields to an Excel spreadsheet for formatting and inclusion in documentation and reports. Allow multiple user access through the district’s current network.
 - 1.4.5.3. Provide security levels that will provide adequate security for administrator, client, and user access at various levels though out the application.
 - 1.4.5.4. Allow for updating by the licensor on a regular basis.
 - 1.4.5.5. Include online help files and documentation
 - 1.4.5.6. The preferred software platform is a SQL Server-based application that can be interfaced through to Ector County ISD existing applications with the capability to house all of the deficiencies reported at the room level of detail, if the district desires.
 - 1.4.5.7. All pictures and files associated with the assessment should be incorporated into the system for ready viewing and access.
 - 1.4.5.8. The software shall be hosted on Ector County ISD servers within the overall network security protocols of Ector County ISD.
 - 1.4.5.9. Training and Technical Support Requirements – Provide multi-structured training programs to be conducted at Ector County ISD’s facilities for approximately ten

Exhibit “B”

individuals.

2. Statement of Qualifications –Provide your experience with the following which will be required for the scope of work by Ector County ISD.

2.1.1. Data collection-Provide evidence of ability to assemble and organize relevant study data using the following:

- 2.1.1.1. Previous district studies
- 2.1.1.2. Current floor plans
- 2.1.1.3. CAD documentation
- 2.1.1.4. Maintenance records.

2.2. Space verification-Provide evidence of ability to convert and develop electronic floor plans from:

- 2.2.1. Current CAD drawings
- 2.2.2. Blue line drawings
- 2.2.3. Verify accuracy of drawings
- 2.2.4. Utilize the verified information in the assessments

2.3 Inventory Space-Provide evidence of detailed space inventory for all district facilities to include:

- 2.3.1. School facility portfolio
- 2.3.2. Types of spaces:
 - 2.3.2.1. Academic Core Areas
 - 2.3.2.2. Library
 - 2.3.2.3. Physical Education
 - 2.3.2.4. Auditorium
 - 2.3.2.5. Media Center/Work Rooms
 - 2.3.2.6. Student Dining and Food Service
 - 2.3.2.7. Administrative Spaces
 - 2.3.2.8. Teacher Support
 - 2.3.2.9. Student Support
 - 2.3.2.10. Career and Technical Program Areas
 - 2.3.2.11. Fine Arts Facilities
 - 2.3.2.12. Athletic Facilities
 - 2.3.2.13. Custodial Services
 - 2.3.2.14. Restrooms-Staff and Students
 - 2.3.2.15. Storage areas
 - 2.3.2.16. Secured storage
 - 2.3.2.17. Secured entrances
 - 2.3.2.18. MDF/IDF rooms
 - 2.3.2.19. Environmentally controlled spaces
 - 2.3.2.20. Clinic space
 - 2.3.2.21. Conference areas
 - 2.3.2.22. Temporary buildings
 - 2.3.2.23. Multi-purpose areas

3. Educational Adequacy-Standards-based approach:

3.1. Standards Development—Provide evidence of expertise in developing standards using trends for the district.

3.2. Standards to include:

- 3.2.1. Priorities and weightings
- 3.2.2. Square feet parameters
- 3.2.3. Quantify all elements of instructional spaces
- 3.2.4. Area programs for larger enrollments per school type
- 3.2.5. Define a process methodology that will ensure objective and credible findings

3.3 Standards must include:

- 3.3.1. District input

Exhibit “B”

- 3.3.2 TEA Guidelines and requirements
 - 3.3.3 Best practices from ISD's throughout the nation
 - 3.3.4 The development process
 - 3.3.5 Communication with district stakeholders
- 4 Areas to be evaluated:
- 4.1 Capacity-Ability of core facilities to meet needs of the student population per location.
 - 4.2 Support for Programs- Provision of special spaces or classrooms that support specific curriculum offerings such as music, sports, science, technology, special needs populations and career and technical programs.
 - 4.3 Technology- Presence of infrastructure, data distribution/storage, and equipment within classroom and laboratory settings with ability to support emerging technology (local area network cabling, WIFI presence, video distribution systems, electrical outlets, and video projection or interactive whiteboards).
 - 4.4 Supervision and Security- site buffers, security fencing, sight lines, lighting, and obstructions in instructional spaces that make supervision difficult or impossible.
 - 4.5 Instructional Aids- Presence of necessary equipment within teaching spaces (teacher storage, student storage, writing and tack surfaces, sinks, demonstration tables, and fixed audio/video equipment).
 - 4.6 Physical Characteristics- Size and shape of individual teaching spaces including ceiling heights.
 - 4.7 Learning Environment- Meet learning objectives, offer adequate collaborative spaces, and reflect best practices with level of comfort, lighting, odor free, controllable temperatures, and quietness.
 - 4.8 Relationship of Spaces- Proximity of instructional spaces to support areas like libraries, rest rooms, and student dining and recreational areas.
 - 4.9 Provide methodology for facilitating a forum with stakeholders on the vision of education within the district. This vision session will be aimed at:
 - 4.9.1 Identifying trends in education,
 - 4.9.2 New directions or changes in the curriculum approach
 - 4.9.3 Facility impacts of these potential changes
 - 4.9.4 Classroom of the future
 - 4.9.5 Prototypical designs
 - 4.9.6 Grade configurations
 - 4.9.7 Special learning areas
 - 4.9.8 Alternative organizational concepts



Exhibit "C"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sanford & Tatum Insurance Agency PO Box 64790 Lubbock TX 79464		CONTACT NAME: Dee Bartlett PHONE (A/C, No, Ext): (806) 792-5564 FAX (A/C, No): (806) 792-9344 E-MAIL ADDRESS: dee.bartlett@sanfordtatum.com	
INSURED Parkhill, Smith & Cooper, Inc. 4222 85th Street Lubbock TX 79423		INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Co INSURER B: Charter Oak Fire Ins. Co INSURER C: Travelers Property Casualty Co. of America INSURER D: Farmington Casualty INSURER E: INSURER F:	
		NAIC # 25623 25615 25674 41483	

COVERAGES**CERTIFICATE NUMBER:** 25/26**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6305H948872	09/30/2025	09/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA4N167444	09/30/2025	09/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP5H948872	09/30/2025	09/30/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB5H948872	09/30/2025	09/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ECISD FCA Assessment | 46847.25.

The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status. The General Liability, Auto & Workers' Comp policies include a Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability, Auto & Workers' Comp. policies include a Blanket Notice of Cancellation endorsement, providing for 30 Days Advance Notice if the policy is canceled by the company other than for nonpayment of premium, 10 day's notice after the policy is canceled for nonpayment of premium. Notice is sent to Certificate Holders with mailing addresses on file with the agent or the company.

CERTIFICATE HOLDER**CANCELLATION**

Ector County Independent School District
Attn: Purchasing
802 N. Sam Houston
Odessa TX 79761

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit "C"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Simran Patel	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com	
INSURED Parkhill 4222 85th St. Lubbock TX 79423	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Casualty and Surety Co of Amer		31194
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 89221964

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional & Pollution Liability		✓	106653747	1/10/2026	1/10/2027	Per Claim \$2,000,000 Annual Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies.
ECISD FCA Assessment | 46847.25

CERTIFICATE HOLDER

CANCELLATION

Ector County Independent School District
ATTN: Purchasing
802 N. Sam Houston
Odessa TX 79761

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Hillary Bryant

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ACORD 25 (2016/03)

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February 3, 2026

Dr. Anthony Sorola
Associate Superintendent
Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79761

Re: Proposal for Facilities Condition Assessment, Long-Range Capital Planning, Deferred Maintenance Planning, and Preventative Maintenance Strategy Development

Dear Dr. Sorola:

Parkhill is pleased to have the opportunity to provide Architectural, Engineering, Planning, and Demographic Study Services to Ector County Independent School District (ECISD) to perform a Facilities Condition Assessment and other related planning activities which will inform ECISD's long-range facility planning process. The following outlines our understanding of the Project Scope and how we propose to provide Services for your Project.

Our Proposal is offered in sections according to the following breakdown of services:

- Task 1 Facility Condition Assessment with Asset Inventory and Accessibility Surveys
- Task 2 Educational Adequacy
- Task 3 Long-Range Capital Planning
- Task 4 Preventative Maintenance Strategy

Following the description of services for each task, we have included information that we will need from the district for our data collection phase, a list of services that are excluded and not part of the Scope, a proposed draft schedule for stakeholder engagement, and a breakdown of fees for each task. We have also included an optional, supplemental service for a second year of demographic analysis the district may wish to consider after completion of this initial engagement.

Task 1 - Facility Condition Assessment

A Facility Assessment is a standardized process by which building systems and components are evaluated against reference construction and design standards. The Facility Condition Assessment will assess the physical conditions, functional performance of the instructional facilities and support buildings throughout the district.

Inventory to Assess

The school district has three early education centers, 25 elementary schools, six middle schools, two comprehensive high schools, three choice high schools, and ten support facilities including one athletic stadium; Ector County ISD is primarily located in Odessa, Texas.

Collection Tool and Level of Detail

Campuses will be evaluated by the field observation team, and existing/current data for all building systems listed in Attachment B.

Our Scope of Work includes a data collection phase that will become part of the comprehensive ALPHA database hosting facility information that includes asset location, number, name, and use; dates of construction and renovation; and number of floors, gross areas, and other relevant data. System component data will contain age and remaining useful life information for each record. Besides these basic data and in addition to the condition and educational suitability assessment data, facility plans,

capacity/enrollment analysis information, maintenance staff records, pending repairs lists, and equipment inventory information can also be hosted in the database.

Condition assessment reports will identify immediate, short-term, and long-term capital needs. Project costs can be reported annually and can be categorized by priority levels that ECISD can manipulate within the database. Condition ratings normally follow the procedure adopted for Facility Condition Index, as defined by the American Physical Plant Association (APPA). ALPHA has a built-in reporting feature for facility condition index by campus, and as facilities are upgraded or renewed, this reporting feature is a good way to show progress. Furthermore, a ten-year capital renewal cost summary will be a standard dashboard.

Assessment Team Observations and Assumptions

The Facility Assessment Team will visit the sites to observe each building system to identify current deficiencies and future needs in terms of building system lifecycles (condition) and alignment of facility design to an adopted instructional delivery model (educational suitability, see Task 2). Our field observers are Architects and Engineers, or specialists working under the supervision of Architects and Engineers, who evaluate the existing conditions using their specialized knowledge and experience.

The Facility Condition Assessment will assess the physical condition of interior, exterior, site, and building systems for each campus throughout the District. The field observation team will evaluate the mechanical, electrical, plumbing, roofing, HVAC, and life safety systems making up each building, in addition to interior finishes and interior construction materials such as doors and cabinetry.

Structural systems like foundations and roof framing are non-renewable, meaning they have more than a 100-year expected useful life. As part of this scope, field observers will make visual observations of perimeter building elements to note significant cracking or areas of foundation settlement. Interior observations of floor slabs will look for differential floor movement or unusual settlement in floor slabs on grade. Field observations are limited in an assessment, and no calculations are performed. However, if field observers note unusual deflections in framing elements, severe cracking in structural load-bearing masonry or concrete, or large foundation settlements, ALPHA will be alerted to the issue, and Parkhill can mobilize a structural engineering team to perform a more detailed investigation as an additional hourly service.

Roof areas, with corresponding material type, deck composition, and age will be cataloged for each campus for the purpose of building a long-term renewal plan for District roofing. Insurance policy records for roofing areas still under warranty can be stored in the master database.

Observers will also collect data regarding building components necessary for the facility's ADA compliance and fire safety requirements that can be utilized in the Long-Range Planning Phase. Due to the complexity of building code requirements for fire safety that vary on the level of renovation, it is our proposal that the condition assessment portion of Task 1 focus on what is available in the existing building. As an example, observers can observe corridor walls to see if they extend to the roof deck and can also look for smoke compartmentalization at points of addition, noting for the building system record. The collection tool will capture an approximate cost, based on a business rule adopted for our field observers, by adding a record for extending a wall to deck, for example. Whether that wall needs dollars in a future renovation project will depend on a more detailed Building code study, either in a master-planning phase or detailed design phase. We would propose ADA compliance be treated in a similar way, since the Texas Accessibility Standards are subject to recurring technical memoranda and interpretation.

All electronic reports and databases will be living documents that will be transferred to ECISD for long term maintenance, planning and documentation. Parkhill/ALPHA will advise the District regarding software interfaces that are best suited to existing District processes, protocols and systems. Included will be coordination between software provider's systems and training to ensure that the District is equipped with a relevant tool for present and future planning.

The facility assessment and long-range plan will be developed with a robust database of detailed system information. This information can be synthesis in downloadable and consumable reports that can be printed from local devises.

Task 2 - Educational Adequacy

The Educational Adequacy assessment examines the level of security and supervision, instructional support, the quality of learning environment, technology integration, and relationship of spaces within the school. We will engage Campus Principals, Executive Leadership and Cabinet Members through electronic surveys to gather data in an efficient and comprehensive manner. The Educational Adequacy study is described in more detail in Attachment C. To measure the educational adequacy of a space the team will employ either a qualitative or quantitative metric based on ECISD's educational specifications and the teaching and learning philosophy.

Task 3 - Long-Range Capital Planning

Long-range Capital Planning is the culmination of data collection, analysis, and reporting into a roadmap for facility improvement and a tool to manage growth, capacity, and resources effectively over time. Figure 1 below illustrates how different tasks in the planning process flow and work together.

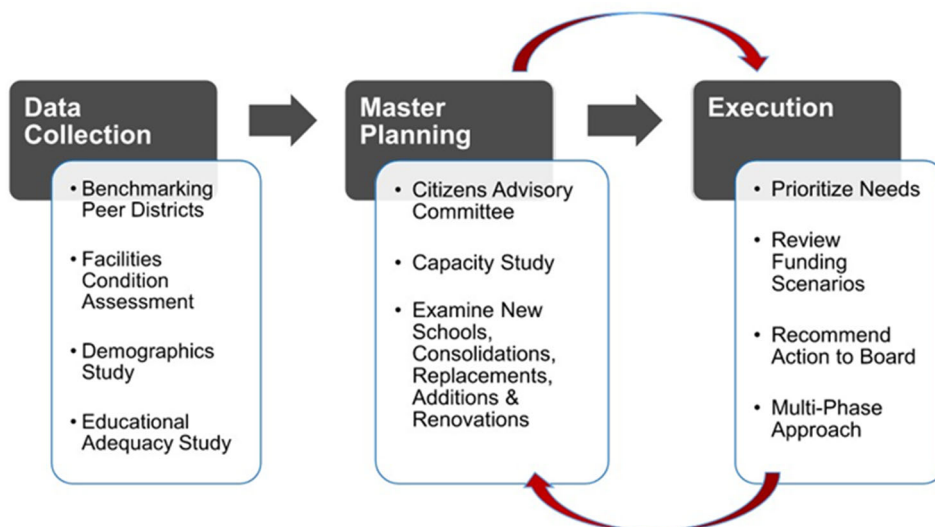


Figure 1. Long-Range Capital Planning Process

We anticipate Long-Range Planning will include the following activities:

- **Peer Benchmarking:** Comparing ECISD instructional campuses to similar school districts in Texas for square footage and operational costs per student.
- **Capacity Study:** An analysis of capacity in the context of enrollment projections and potential campuses projected to be under or overutilized over time. Capacity calculations include the total school plant capacity and core areas like the kitchen, cafeteria, and rooms for specials and intervention groupings for the elementary and middle schools. Capacity calculations for secondary schools will include additional core areas like labs, locker rooms, and fine arts spaces.
- **Educational Adequacy Assessment:** An examination of educational suitability reported in two ways, spatial adequacy and functional adequacy. Spatial Adequacy compares the existing core spaces in a school to an adopted standard, in this case, we propose to use the Texas

Administrative Code, Chapter 61, Subchapter CC, Commissioner's Rules Concerning School Facilities. With these guidelines, we can report based on the level of flexibility defined there, both L1/L2 and L3/L4 levels. Our methodology has the benefit of converting spatial deficiencies into a cost for high-level capital planning and helps community members contextualize how adequacy fits with facility condition costs. We also utilize a questionnaire format that qualitatively measures Educational Suitability for support of programs, technology, security, and supervision, instructional support, physical characteristics, learning environment and the relationship of spaces (adjacencies). This measurement allows these areas to be weighted and reported as an index which can be compared side by side with the condition index. Attachment C contains more detailed information on this portion of the assessment.

- Visioning Meetings with ECISD cabinet, ECISD leadership, maintenance staff, and principals, to review assessment report, educational adequacy needs, campus sizes, and configurations.
- ECISD and Parkhill will develop a detailed schedule for community engagement with District stakeholders that include staff, parents, and community members. We recommend formation of a Citizens Advisory Committee and/or a Bond Oversight Committee that can help inform questions to address in a community survey instrument, and also to help make recommendations and structure information for public meetings.
- Campus improvement options to address physical condition, educational adequacy, future expansion, and operational efficiency. Parkhill will put into architectural context the information compiled from the meetings with your administrative cabinet, principals, and citizens advisory committee. Block square footage diagrams and campus site plan drawings will be developed to identify the scope of proposed improvements.
- Capital Projects Budgeting: Preparation of Opinions of Cost for campus improvement scenarios and potential new campuses, replacement campuses, renovations and additions, and capital renewal projects. Determining an appropriate re-investment implementation plan for District HVAC equipment, roofing, and paving.
- Report to the Board and Presentation of findings for adoption of a Long-Range Capital Plan, including preliminary Project budgets.

Deliverables

- A phased, prioritized list of recommended elementary, secondary, and support facility projects and costs with accompanying narratives and graphical plan summaries to describe the character, scope, and budget of each Project.
- A GIS Mapping portal that can be used to visualize and summarize campus level condition and utilization over time.
- A written report summarizing school condition, capacity, utilization, renewal needs, and recommended courses of action with a timeline based on a ten-year planning horizon.

Task 4 - Preventative Maintenance Strategy Development

Our Proposal includes assistance to ECISD with a preventative maintenance strategy. Preventative maintenance programs, when implemented and resourced by school districts, have the benefit of extending the overall life of HVAC systems and infrastructure, reducing the number of operational outages, improving the diagnosis of recurring maintenance problems, streamlining replacement part orders, and lowering utility costs. There are several options for software platforms that school districts can use to manage a preventative maintenance program. The Parkhill Team will review and recommend an appropriate software solution that will manage the District's assets through integration with the District's work-order and operational processes, i.e. FMX or Brightly. As part of our efforts to fulfill this task, we will:

- Review existing preventative maintenance practices and schedules with the District's Facilities and Maintenance Department.

- Assist and recommend a preventative maintenance software platform for use by the District to help the District set protocols and business rules for documentation, and to help the District acquire training for its ongoing use.
- Assist the District in development of preventative maintenance schedules for the equipment inventoried for each type of instructional and support facility.
- Assist the District in developing preventative maintenance performance metrics such as work order reduction, energy efficiency measures, and reduction in outages, in addition to a return on investment calculation to help monitor the effectiveness of the program.

Equipment HVAC Inventory

To establish a preventative maintenance program with any software platform, a detailed inventory of equipment is required. While many systems can be adopted for preventative maintenance, we recommend a focus on HVAC systems for the purpose of this Study, pending more information from the district. The Field Assessment Team will perform an inventory of major HVAC equipment for the purpose of noting age, remaining useful life, manufacturer, model number, serial number (if visible), asset number, and location at each campus. Our team will also document electrical service entrance characteristics. This assignment exercise will include an inventory of fixed, visible, and accessible building equipment to include the following:

- HVAC: Air handling units, boilers, building automation system, chillers, chilled and hot water circulation pumps, cooling towers, de-aerators, exhaust/ventilation fans, packaged units, unit heaters, furnaces, heat pumps, make-up air units, energy recovery units, water heaters, split systems, air compressors, and air terminal units.
- Transformer, CT Cabinet, and Main Electrical Switchboard.

Optional Task - Deferred Maintenance Planning

Deferred Maintenance Planning is an important tool in managing, maintaining, and renewing an inventory of facilities in school districts. Through our Facility Condition Assessment work in Task 1, deferred maintenance, and expired system information for each campus will be collected, stored and analyzed by the Parkhill/ALPHA team. Included will be standard reports (that can be modified), and query sequences to help ECISD with maintenance and capital planning, whether through annual operations and maintenance funding or inclusion in projects funded by bond elections. Team members will distribute pre-survey questionnaires, review maintenance work orders, and interview facilities staff in conjunction with condition assessment site work and documentation.

ALPHA can be used to categorize building deficiencies by priority, category, and impact on operations. From this data, our team will:

- Develop lists of deferred maintenance projects with budgetary costs in consideration of maintenance and capital renewal priorities.
- In conjunction with District Administration, Facilities Staff, and the District's Financial Advisor, develop phasing plans and renewal funding strategies to address physical condition and educational suitability needs.
- Facility Condition Index reporting as well as built-in system and campus reports allow the District to track progress towards goals as investments are made and the database is updated.
- Forecasts for large capital investments can be made using customizable reporting and query features.
- Meet with District Cabinet and ECISD Leadership to develop a Citizen Advisory Committee and/or Bond Oversight Committee and School Board Presentations.

Information to be Provided by ECISD

- Services will involve data collection to gather baseline information for the other phases of the Work that include Facility Condition Assessment, educational adequacy, capacity, and deferred maintenance backlog.
- Completion of a Pre-Survey Questionnaire by campus principals; done jointly with Parkhill I ALPHA team members.
- Parkhill | ALPHA will gather available information from ECISD that includes:
 - District Square Footage and Space Inventory with age\date of additions.
 - Location and number of portable classrooms at instructional campuses.
 - List of major renovations in the last 8 years.
 - Floor Plans of buildings and available site plans.
 - Campus site information and identification numbers for buildings.
 - Copy of most recent demographics Study.
 - Current log of roof age, type, and any recent roofing consultant reports.
 - Summary Report of Maintenance Work Orders for each campus.
 - Recent Energy Management Consultant's report (if any).
 - Summary asbestos information by campus.
 - District's educational specifications (if available).
 - Prior geotechnical reports (if available).

Services not included in this Proposal

- Assessments of existing portable buildings.
- Bond Oversight Facilitation.
- Topographic, Boundary, and Tree Surveys.
- Geotechnical Investigations and Reports.
- Hydraulic/Hydrology and Flood Plain Studies.
- Asbestos and Hazardous Materials Studies.
- Forensic Structural Investigations or Observations in Confined Spaces.
- Professional Polling or Community Surveying Firm. Bond Communications Consulting would be a supplemental, additional service.
- Component Level Condition Assessment for Work Order Management, other than powered HVAC equipment, water heaters, and electrical service entrances.
- As-built of existing campuses.

Schedule

A detailed schedule will be developed for each task including duration time, milestone dates and deliverables.

Fee

We propose our fee for the Scope of Services as described to be based on a lump sum amount for all Tasks except Task 3, the Long-Range Capital Planning development. Task 2 will be meeting dependent and iterative, particularly if consolidation scenarios become part of the Plan. It can sometimes be difficult to estimate the number of options needed up front, due to the level of transfers and special program campuses. As such, we propose compensation on an hourly rate basis with a maximum, as listed for Task 3 in the table below. The amounts below are inclusive of expenses.

Exhibit "D"

Dr. Anthony Sorola
Ector County Independent School District

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02/03/2026

Task	Fee
Task 1 - Facility Condition Assessment with Asset Inventory and Accessibility Surveys (lump sum)(12 people/5 months)	\$600,000.00
Task 2 - Educational Adequacy (lump sum)(2 people/5 months)	\$150,000.00
Task 3 - Long Range Capital Planning (hourly with maximum)	\$180,000.00
Task 4 - Preventative Maintenance Strategy Development (lump sum)(3 people/6 months)	<u>\$65,000.00</u>
Total Authorization	\$995,000.00
Optional Task – Deferred Maintenance Planning (lump sum)(2 people/2 months)	\$30,000.00

We can adjust the amount of compensation either up or down by mutual agreement should the Scope of Services described above change during the Project.

Authorization to Proceed

You may indicate your acceptance of this Proposal by returning one signed copy of this letter to our office. Unless another date is specified, we will consider receipt of the letter as authorization to proceed with the Facilities Assessment phase of the Project, and we will submit our initial information to your attorney for preparation of the Prime Services Agreement included in the Request for Qualifications.

We appreciate the opportunity to partner with you and look forward to the successful completion of this endeavor of the district. If you have any questions, please do not hesitate to call.

Sincerely,

PARKHILL

**ECTOR COUNTY INDEPENDENT SCHOOL
DISTRICT**

By _____
David Finley, EdD, AIA
Director of Education | Partner

Signature: _____

Name: Dr. Keeley Boyer

Title: Superintendent

Date: _____

DLF/ndI

Enclosures: Attachment A - School Facility Inventory
Attachment B - Assessment Systems Assemblies
Attachment C - Educational Adequacy Assessment
Attachment D - Consultant's Hourly Rate Sheet

ATTACHMENT A**District Information/Specifications**

LOC	Facility	Bldg. Sq. Ft.	Portable Square Ft.	Total Sq. Ft.	Total Known Acreage
004	Alternative Education Center High School	11,892	24,064	35,956	3.00
011	George H.W. Bush New Tech Odessa High School	149,127	0	149,127	10.31
002	Odessa High School	481,629	11,008	492,637	26.85
002	Whitaker South Building (OHS)	8,144	0	8,144	1.22
002	Whitaker North Building (OHS) TLC	16,194	0	16,194	1.09
698G	Frost Bakery Advanced Technical Center & Greenhouse	61,178	0	61,178	2.81
003	Permian High School	553,013	11,712	564,725	42.36
042	James Bonham Middle School	158,903	5,376	164,279	21.05
043	James Bowie Middle School	194,784	6,144	200,928	6.36
044	David Crockett Middle School	143,314	9,408	152,722	18.00
047	Ector Middle School	265,500	2,304	267,804	20.43
046	Chester W. Nimitz Middle School	163,718	10,752	174,470	23.28
045	Wilson & Young Medal of Honor Middle School	137,251	6,656	143,907	18.96
125	Thomas Blanton Elementary School	60,059	2,688	62,747	9.76
133	Dr. Lee Buice Elementary School	90,834	4,608	95,442	12.39
136	Edward Burleson Elementary School	66,812	960	67,772	9.67
104	David Gouverneur Burnet Elementary School	64,576	0	64,576	12.04
130	Laura Cavazos Elementary School	72,729	4,032	76,761	13.00
107	Richard Dowling Elementary School	68,481	3,072	71,553	15.00
131	Edward K. Downing Elementary School	90,834	3,072	93,906	12.288
126	Murry Fly Elementary School	70,800	7,584	78,384	9.55
110	Goliad Elementary School	61,231	2,304	63,535	10.24
111	Rafael Gonzales Elementary School	62,971	0	62,971	12.05
114	John Ireland Elementary School	62,718	0	62,718	8.00
128	Lyndon B. Johnson Elementary School	67,500	0	67,500	10.47
129	Barbara Jordan Elementary School	67,661	6,336	73,997	11.50
124	Ellen and William Noel Elementary School	68,642	1,536	70,178	11.08
117	Elisha Pease Elementary School	72,396	0	72,396	14.68
119	Sul Ross Elementary School	61,488	0	61,488	13.55
113	Sam Houston Elementary	69,767	0	69,767	11.82

Exhibit "D"

121	San Jacinto Elementary	62,442	1,792	64,234	5.00
132	G.E. "Buddy" West Elementary School	90,834	1,536	92,370	16.246
102	Stephen F. Austin Montessori Elementary Magnet School	75,079	1,680	76,759	4.77
101	Gale Pond Alamo Elementary Magnet School	56,828	1,920	58,748	4.25
127	Edward L. Blackshear Elementary Magnet School	107,951	1,536	109,487	12.18
105	Ewen Cameron Dual Language Elementary Magnet School	75,557	768	76,325	9.87
112	Hays Magnet Academy Elementary	60,196	2,496	62,692	13.73
116	Benjamin Milam Elementary Magnet School	86,306	768	87,074	7.16
118	Ronald Reagan Elementary Magnet School	64,234	4,032	68,266	10.85
122	William Travis Magnet Elementary School	58,476	2,560	61,036	14.14
123	Lorenzo de Zavala Magnet Elementary School	82,339	768	83,107	8.12
106	George Washington Carver Early Education Center	40,605	0	40,605	3.15
115	Mirabeau Lamar Early Education Center	55,755	0	55,755	8.75
970	Administration Building	55,443	0	55,443	4.32
970	Barbara Chancellor	8,310	0	8,310	.47
131	Boys and Girls Club at Downing Elementary	8,000	0	8,000	.49
856	Community Outreach Center	4,040	0	4,040	1.22
698A	CTE Ag Farm	23,637	0	23,637	23.79
952	ECISD Police	8,053	0	8,053	.59
960	Facilities (Maintenance/Custodial Office)	2,989	0	2,989	5.22
974	School Nutrition	28,100	0	28,100	3.63
897	IMA building	10,245	0	10,245	2.08
864	Information Technology	15,043	0	15,043	.37
955	Maintenance Operations	45,363	0	45,363	4.01
970	Michael C. Killion House	27,669	0	27,669	1.14
975	Print & Mail Services	16,757	0	16,757	.42
905	Ratliff	55,054	0	55,054	101.78
871	Special Education	12,985	0	12,985	1.3
882	Student Admission	2,237	0	2,237	.59
986	Transportation	79,968	0	79,968	6.37
	ECISD Development Office	12,249	0	12,249	.66
	CTE High School (Opens 12/2026)	176,000	0	176,000	41.0
	Vasquez Middle School (Opens 8/2026)	197,000	0	197,000	42.0

Exhibit "D"

	PHS JROTC (located on PHS campus)	3,000	0	3,000	
	8860 Loop 338 Transportation	95,000	0		35.18
		4,683,622	119,408	4,988,113	507.884
		Bldg. Sq. Ft.	Portable Square Ft.	Total Sq. Ft.	Total Known Acreage

**ATTACHMENT B
ASSESSMENT SYSTEM ASSEMBLIES**

System Group	Sys Code	System Description	Assembly	Life	Cost/SF
A10 Foundation	A1010	Standard Foundations	Spread Footings, Grade Beams	100	
A10 Foundation	A1020	Special Foundations	Piling, Pile Caps	100	
A10 Foundation	A1030	Slab on Grade	Concrete Slab on Grade	100	
Uniformat A20 Basement Walls - Excluded from Assessment					
B10 Superstructure	B1010	Floor Construction	Poured in Place Concrete	100	
B10 Superstructure	B1010	Floor Construction	Steel Frame with Composite Floor	100	
B10 Superstructure	B1010	Floor Construction	Wood Framed	100	
B10 Superstructure	B1020	Roof Construction	Poured in Place Concrete	100	
B10 Superstructure	B1020	Roof Construction	Wood Trusses/Framed Wood Roof	100	
B10 Superstructure	B1020	Roof Construction	Steel Framing with Metal Deck	100	
B20 Exterior Enclosure	B2010	Exterior Walls	Exposed Concrete/CMU	100	
B20 Exterior Enclosure	B2010	Exterior Walls	Brick with metal stud or CMU Back-up	100	
B20 Exterior Enclosure	B2010	Exterior Walls	Stucco Veneer with metal stud or CMU	100	
B20 Exterior Enclosure	B2010	Exterior Walls	Vinyl Siding with metal stud BU	30	
B20 Exterior Enclosure	B2010	Exterior Walls	Steel Siding with metal stud BU	30	
B20 Exterior Enclosure	B2010	Exterior Walls	Wood Siding with metal stud BU	30	
B20 Exterior Enclosure	B2010	Exterior Walls	Hardi-Board Siding w/metal stud BU	30	
B20 Exterior Enclosure	B2010	Exterior Walls	Transite Siding with back-up	30	
B20 Exterior Enclosure	B2010	Exterior Walls	Other Siding with back-up	30	
B20 Exterior Enclosure	B2020	Exterior Windows	Metal Framed	30	
B20 Exterior Enclosure	B2020	Exterior Windows	Wood Framed	30	
B20 Exterior Enclosure	B2020	Exterior Windows	Vinyl Framed	30	
B20 Exterior Enclosure	B2030	Exterior Windows	Wood doors w/frames	20	
B20 Exterior Enclosure	B2030	Exterior Doors	Metal doors w/frames	30	
B20 Exterior Enclosure	B2030	Exterior Doors	Hardware	5	
B30 Roofing	B3010	Roofing: Built-up	4-Ply Asphalt Flat	18	
B30 Roofing	B3010	Roofing: Built-up	4-Ply Asphalt Sloped	25	
B30 Roofing	B3010	Roofing: Built-up	4-Ply Cold Tar	35	
B30 Roofing	B3010	Roofing: Built-up	4-Ply Hot Applied Rubberized Asphalt	30	
B30 Roofing	B3010	Roofing: Built-up	2-Ply Modified Bitumen Flat	15	
B30 Roofing	B3011	Roofing: Single Ply	EPDM Flat	15	
B30 Roofing	B3011	Roofing: Single Ply	EPDM Sloped	20	
B30 Roofing	B3011	Roofing: Single Ply	Thermoplastic	20	
B30 Roofing	B3011	Roofing: Single Ply	1-Ply Modified Bitumen Sloped	15	
B30 Roofing	B3012	Roofing: Other	Asphalt Shingle	20	
B30 Roofing	B3012	Roofing: Other	Clay Tile	50	
B30 Roofing	B3012	Roofing: Other	Slate Tile	50	
B30 Roofing	B3012	Roofing: Other	Metal - Standing Seam	50	
B30 Roofing	B3012	Roofing: Other	Metal - Lap Seam	50	
B30 Roofing	B3012	Roofing: Other	Spray-on Polyurethane Foam Roofing	10	
B30 Roofing	B3020	Roof Openings	Scuttles and Roof Hatches	20	
C10 Interior Construction	C1010	Partitions	Drywall on Studs	75	
C10 Interior Construction	C1010	Partitions	Plaster on metal lath w/studs	75	
C10 Interior Construction	C1010	Partitions	CMU	100	
C10 Interior Construction	C1010	Partitions	Glazed Tile or Burnished Block	100	
C10 Interior Construction	C1010	Partitions	Glazed or Burnished Wainscot/Plaster or Drywall (incl studs)	100	
C10 Interior Construction	C1020	Interior Doors	Solid Wood in HM Frames	20	
C10 Interior Construction	C1020	Interior Doors	Hollow Metal w/ Frames	50	
C10 Interior Construction	C1020	Interior Doors	Wood Doors in Wood Frames	30	
C10 Interior Construction	C1025	Interior Windows	All Types	30	
C10 Interior Construction	C1030	Door Hardware	Hardware	15	
C20 Stairs	C2010	Stair Construction	Metal Pan Stairs	75	
C20 Stairs	C2010	Stair Construction	Wood Stairs	50	
C30 Interior Finishes	C3010	Wall Finishes	Painted Drywall or Plaster	5	
C30 Interior Finishes	C3010	Wall Finishes	Painted CMU	15	
C30 Interior Finishes	C3010	Wall Finishes	Wood Finishes	15	
C30 Interior Finishes	C3010	Wall Finishes	PLAM	15	
C30 Interior Finishes	C3010	Wall Finishes	Vinyl Wall Covering	10	
C30 Interior Finishes	C3010	Wall Finishes	Wallpaper	4	
C30 Interior Finishes	C3010	Wall Finishes	Ceramic Tile	20	
C30 Interior Finishes	C3020	Floor Finishes	Carpet	5	

Exhibit "D"**ASSESSMENT SYSTEM ASSEMBLIES**

System Group	Sys Code	System Description	Assembly	Life	Cost/SF
C30 Interior Finishes	C3020	Floor Finishes	VCT/Sheet Vinyl	12	
C30 Interior Finishes	C3020	Floor Finishes	Epoxy	10	
C30 Interior Finishes	C3020	Floor Finishes	Raised Access Flooring	20	
C30 Interior Finishes	C3020	Floor Finishes	Wood	10	
C30 Interior Finishes	C3020	Floor Finishes	Stone	75	
C30 Interior Finishes	C3020	Floor Finishes	Terrazzo	75	
C30 Interior Finishes	C3020	Floor Finishes	Concrete	100	
C30 Interior Finishes	C3020	Floor Finishes	Special Flooring	100	
C30 Interior Finishes	C3030	Ceiling Finishes	Painted Drywall	5	
C30 Interior Finishes	C3030	Ceiling Finishes	Plaster	30	
C30 Interior Finishes	C3031	Suspended Acoustical Ceiling	Spline System	25	
C30 Interior Finishes	C3031	Suspended Acoustical Ceiling	Lay-in System	25	
C30 Interior Finishes	C3031	Suspended Acoustical Ceiling	Special Acoustical	13	
C30 Interior Finishes	C3032	Metal Ceiling	Metal	25	
C30 Interior Finishes	C3033	Wood Ceilings	Wood	30	
D10 Conveying	D1010	Elevators and Lifts	Elevators and Lifts	40	
D20 Plumbing	D2010	Plumbing Fixtures	W/C - Floor Mounted	20	
D20 Plumbing	D2010	Plumbing Fixtures	W/C - Wall Mounted	20	
D20 Plumbing	D2010	Plumbing Fixtures	Urinals - Floor Mounted	20	
D20 Plumbing	D2010	Plumbing Fixtures	Urinals - Wall Mounted	20	
D20 Plumbing	D2010	Plumbing Fixtures	Sinks - Stainless	20	
D20 Plumbing	D2010	Plumbing Fixtures	Sinks - Porcelain	20	
D20 Plumbing	D2010	Plumbing Fixtures	Showers	30	
D20 Plumbing	D2010	Plumbing Fixtures	Fixtures (all)	7	
D20 Plumbing	D2020	Domestic Water Distribution	All Types	30	
D20 Plumbing	D2030	Sanitary Waste System	All Types	30	
D20 Plumbing	D2040	Storm Water Drainage	Roof drains & piping	40	
D20 Plumbing	D2040	Storm Water Drainage	Scuppers & down spouts	20	
D20 Plumbing	D2090	Other Plumbing Systems	Acid Waste System	30	
D20 Plumbing	D2090	Other Plumbing Systems	Gas Distribution	30	
D30 HVAC	D3010	Energy Supply	Solar, Geo-thermal	30	
D30 HVAC	D3020	Heat Generating System	Boilers	30	
D30 HVAC	D3020	Heat Generating System	Furnaces	30	
D30 HVAC	D3030	Cooling Generating Systems	Chillers - Air Cooled	20	
D30 HVAC	D3030	Cooling Generating Systems	Chillers - Water Cooled	20	
D30 HVAC	D3030	Cooling Generating Systems	Cooling Towers	20	
D30 HVAC	D3040	Distribution Systems	Air Handlers	20	
D30 HVAC	D3040	Distribution Systems	Exhaust Fans	20	
D30 HVAC	D3040	Distribution Systems	Hydronic Piping	20	
D30 HVAC	D3041	Ductwork	Metal	30	
D30 HVAC	D3041	Ductwork	Flexible	20	
D30 HVAC	D3042	Insulation	External Insulation	30	
D30 HVAC	D3042	Insulation	Internal Insulation	15	
D30 HVAC	D3050	Terminal & Package Units	Roof Top Package Units	15	
D30 HVAC	D3050	Terminal & Package Units	PTAC Units	15	
D30 HVAC	D3050	Terminal & Package Units	CRAC Units	15	
D30 HVAC	D3050	Terminal & Package Units	Fan Coil Units	15	
D30 HVAC	D3050	Terminal & Package Units	VAV Units	15	
D30 HVAC	D3050	Terminal & Package Units	Heat Pumps	12	
D30 HVAC	D3050	Terminal & Package Units	Split System DX Units	15	
D30 HVAC	D3090	HVAC Controls: E&M / DDC	HVAC Controls: E&M / DDC	15	
D40 Fire Protection	D4010	Sprinkler System	Sprinkler System	25	
D40 Fire Protection	D4020	Standpipes	Standpipes	30	
D40 Fire Protection	D4030	Fire Protection Specialties	Fire Protection Specialties	10	
D40 Fire Protection	D4090	Other FP Systems	Other FP Systems	15	
D50 Electrical	D5010	Electrical Service	Pad Mntd Transformers (non-utility owned)	30	
D50 Electrical	D5010	Electrical Service	Pole Mntd Transformers (non-utility owned)	30	
D50 Electrical	D5010	Electrical Service	Motor Control Centers	30	
D50 Electrical	D5010	Electrical Service	Switchboards, Switch Gear	30	
D50 Electrical	D5010	Electrical Service	Main Distribution Wiring & Raceways	30	
D50 Electrical	D5015	Electrical Generation	Generator	20	

Exhibit "D"**ASSESSMENT SYSTEM ASSEMBLIES**

System Group	Sys Code	System Description	Assembly	Life	Cost/SF
D50 Electrical	D5020	Branch Electrical Distribution	Branch Wiring, Raceways & Panels	30	
D50 Electrical	D5025	Lighting	Lighting	20	
D50 Electrical	D5030	Communication	PA System	15	
D50 Electrical	D5040	Fire Alarm	Fire Alarm System	15	
D50 Electrical	D5050	Security	Security System	15	
D50 Electrical	D5090	Other Electrical Systems	Other Electrical Systems	25	
E10 Kitchen	E1011	Walk-In Cooler/Freezer			
E10 Kitchen	E1012	Ovens Ranges & Steamers			
E10 Kitchen	E1013	Production Equipment			
E10 Kitchen	E1014	Serving Lines			
E10 Kitchen	E1015	Kitchen Hood			
E10 Kitchen	E1016	Ware Wash			
E10 Kitchen	E1017	Kitchen Reconfiguration			
E10 Kitchen	E1018	Kitchen Flooring			
E10 Kitchen	E1019	Kitchen Walls			
E10 Kitchen	E1020	Kitchen Ceilings			
E10 Kitchen	E1021	Snack to Go Servery Components			
E10 Kitchen	E1022	Kitchen Others	Commercial Equipment	25	
E20 Equipment Others	E1030	Vehicular Equipment	Vehicular Equipment	25	
E20 Equipment Others	E1090	Other	Other	25	
E30 Furnishings	E2010	Fixed Casework	Shelving, Cabinets, Countertops	15	
G10 Site	G1030	Site Earthwork	Site Earthwork	100	
G20 Site Improvements	G2020	Parking Lots/Driveways	Asphalt Parking/Drives	30	
G20 Site Improvements	G2020	Parking Lots/Driveways	Concrete Parking/Drives	30	
G20 Site Improvements	G2030	Pedestrian Walkways	Sidewalks	30	
G20 Site Improvements	G2030	Pedestrian Walkways	Covered Walkways	30	
G20 Site Improvements	G2040	Fencing	Chain Link	25	
G20 Site Improvements	G2040	Fencing	Brick	30	
G20 Site Improvements	G2040	Fencing	Metal	30	
G20 Site Improvements	G2040	Fencing	Wood	20	
G20 Site Improvements	G2040	Fencing	Security	20	
G20 Site Improvements	G2050	Landscaping	Landscaping	30	
G30 Site Mechanical Utilities	G3010	Water Supply	Water Mains	30	
G30 Site Mechanical Utilities	G3020	Sanitary Sewer	Sewer Mains	30	
G30 Site Mechanical Utilities	G3030	Storm Sewer	Storm Mains	30	
G30 Site Mechanical Utilities	G3030	Storm Sewer	Site Storm Drainage piping & structures	30	
G30 Site Mechanical Utilities	G3040	Heating Distribution	Site Heating Distribution Piping	30	
G30 Site Mechanical Utilities	G3050	Cooling Distribution	Site Cooling Distribution Piping	30	
G40 Site Electrical Utilities	G4010	Electrical Distribution	Site Electrical Distribution	30	
G40 Site Electrical Utilities	G4020	Site Lighting	Site Lighting	30	
G40 Site Electrical Utilities	G4030	Site Comm & Security	Site Communication System	15	
G40 Site Electrical Utilities	G4030	Site Comm & Security	Site Security System	15	

ATTACHMENT C – EDUCATIONAL ADEQUACY ASSESSMENT

Educational Program Adequacy Assessment

The Educational Adequacy Assessment is typically guided by Educational Specifications documents, School District Standards, or an approach based on established industry standards. Our plan is designed to seamlessly incorporate these frameworks, as well as standards from other state agencies, ensuring a comprehensive and adaptable solution. The software solution offers a range of features to assist the district in effectively conducting an educational adequacy assessment. We will collaborate closely with the district to understand and integrate your specific requirements, tailoring the tool to meet your unique needs and objectives.

Working in concert with the district, our team will utilize the Educational Specification and/or district-approved standards to develop specific criteria to be assessed and evaluated. Once the list criteria of items to be addressed are agreed upon, the team will develop an appropriate scoring rubric and weighting system to be used to compare the educational suitability between spaces and facilities.

For the purposes of this engagement, we have proposed the Texas Administrative Code, Commissioner's Rules for School Facilities, for the Spatial Adequacy calculation, and a questionnaire based format to measure Educational Suitability in the following key areas: support of programs, technology, security and supervision, instructional support, physical characteristics, learning environment and the relationship of spaces (adjacencies).

Spatial Adequacy - Capacity

Spatial Adequacy considers Texas Administrative Code (TAC) minimum standards as a benchmark to gauge how the existing size of an assessed space can adequately accommodate the educational requirements of that space. The study utilizes these comparisons to establish a grade for the spatial adequacy. Spatial deficiencies are reported for the new TAC "flexibility levels" using the quantitative method, on a classroom basis. Deficiencies are assigned a range of cost to renovate the facility to upgrade these spaces to comply with current TAC standards. See flexibility level chart for detailed description of each flexibility level.

Table of Flexibility Levels

Flexibility Levels TAC 61.1040	Description
Flexibility Level 1 (L1)	Single, fixed teacher presentation space; compact organization of spaces makes access to outdoor space limited and challenging; furniture is exclusively attached student desk/chair with an expectation of very infrequent rearrangement; minimal multipurpose functionality for walls with no capability of reconfiguration; teacher-centric digital instruction with partial access to mobile devices.
Flexibility Level 2 (L2)	Single, fixed teacher presentation space; compact organization of spaces makes access to outdoor space limited and challenging, but outdoor spaces may be visible from classrooms; furniture includes detached student desk/chair with an expectation of very infrequent rearrangement; moderate multipurpose functionality for walls with no capability of reconfiguration; teacher-centric digital instruction with moderate access to mobile devices.
Flexibility Level 3 (L3)	Multiple student/teacher presentation spaces; organization of spaces

Exhibit "D"

Flexibility Levels TAC 61.1040	Description
	allows for proximal outdoor access that is visible from classrooms; flexible and mobile furniture that is easily rearranged; high use of multipurpose walls, including digital touchscreen and other functionalities; learner-centric digital instruction with high levels of access to a range of mobile devices.
Flexibility Level 4 (L4)	Multiple student/teacher presentation spaces that are likely mobile; organization of spaces allows for direct outdoor access that is visible from classrooms; highly flexible and mobile furniture that is easily rearranged by students independently or collectively; maximized inclusion of multipurpose walls, including digital capabilities and reconfiguration; learner-centric digital instruction with high levels of access to a range of mobile devices incorporating an "anytime/anywhere" instructional philosophy.

Spaces that are regulated by TAC, chapter 61, Rule 61.1040 are tabulated to determine if they meet the criteria and if not, what level of space deficiency they have. The spaces governed by this standard are:

- Library (Information Center)
 - The sum total square footage of all library-related areas shall meet the following minimum square feet (SF) requirements based on maximum instructional capacity and may be contiguous or dispersed:
 - for 100 students or fewer, a minimum of 1,400 SF;
 - for 101-500 students, 1,400 SF plus an additional 4 SF for each student in excess of 100;
 - for 501-2,000 students, a minimum of 3,000 SF plus an additional 3 SF for each student in excess of 500; and
 - for 2,001 or more students, a minimum of 7,500 SF plus an additional 2 SF for each student in excess of 2,000.
- Gymnasiums: 3,000 sf for elementary school (if provided)
- Classrooms: 36sf per pupil for low flexibility levels (L1 | L2), 42sf per pupil for higher flexibility (L3 | L4)
- Combination classroom/science labs: 50sf per student
- Special Education Classrooms: 45sf per pupil
- Cafeteria Seating Area:
 - TAC does not govern the size of the cafeteria seating area, but we recommend ten to fourteen square feet per student per period (based upon Council of Educational Facility Planners, International guidance). Cafeteria seating capacity range and serving line throughputs are reported herein.

Costs are included to create a compliant combination science classroom/lab for each elementary through renovation or addition. These estimates are found in the spatial adequacy section of the individual campus reports. It should be noted that the calculations do not expand the library areas by the calculated maximum OR operational capacity, but rather by using the 2022 current enrollment numbers provided by the district plus 15%. Renovation of a school facility to achieve these TAC space standards typically results in a reduction of teaching space, which will decrease the facility capacity accordingly.

Exhibit "D"

Spatial Adequacy Example Report Excerpt

The space types noted below were observed, measured on-site and compared with the sizes from the adopted TAC for deficit (or surplus).

Example Table showing Spatial Adequacy Summary for a Representative Elementary Campus

FACILITY AREA	Room Area (SF)	TAC L1 L2 area required (36sf /stud.)	L1 L2 deficits (sf)	TAC L3 L4 area required (42sf /stud.)	L3 L4 deficits (sf)
Building A Classrooms (8 C/R)	775	792 (for 22:1 PTR)	17 ea -136 total	924 (for 22:1 PTR)	149 ea -1192 total
Building D Classrooms (6 C/R)	900	792 (for 22:1 PTR)	No deficit	924 (for 22:1 PTR)	24 ea -144 total
Building E Classrooms (3 C/R)	734	792 (for 22:1 PTR)	58 ea -174 total	924 (for 22:1 PTR)	190 ea -570 total
Building F Classrooms (4 C/R)	659	792 (for 22:1 PTR)	133 ea -532 total	924 (for 22:1 PTR)	265 ea -1060 total
Building G Classrooms (2 C/R)	659	792 (for 22:1 PTR)	133 ea -266 total	924 (for 22:1 PTR)	265 ea -530 total
Building I Classrooms (4 C/R)	1,030	792 (for 22:1 PTR)	No deficit	924 (for 22:1 PTR)	No deficit
Combination Classroom/Science Lab	NA	1,100	-1,100	1,100	-1,100
Gymnasiums (core)	3,890	3,000	No deficit	3,000	No deficit
Libraries (Info/Media Center) *	1,050	2,320	-1,270	2,320	-1,270
TOTAL NET AREA OF DEFICIENT ROOMS	18,806		9,286		18,806
TOTAL DEFICIT AREA (net)			-3,478 sf		-5,866 sf
TOTAL DEFICIT AREA (gross)	1.47 factor		-5,113 sf		-8,623 sf
TOTAL DEFICIT COST			\$ 3,932,000		\$ 7,326,000

Questionnaire focused Educational Suitability Assessment

A structured list of educational adequacy guidelines will be provided to the assessment team to support a consistent and objective evaluation of each facility. These guidelines will define the expected standards for instructional spaces, specialized learning environments, support areas, and core infrastructure—ensuring alignment with current educational programming and future-ready goals.

Each facility will be reviewed against these criteria, with individual elements scored based on their level of compliance or deficiency. To ensure meaningful comparisons and prioritization, the evaluations will be weighted according to their instructional impact, programmatic importance, and alignment with district goals. These weighted scores will then be aggregated into a composite index, which will serve as a quantifiable measure of educational suitability across campuses.

Exhibit "D"

This approach enables data-driven decision-making, supports transparency in capital planning, and helps identify areas where targeted improvements can yield the greatest educational benefit. The screen capture below illustrates the view of the data collection form which prompts the assessor with a short definition of industry guidance, and allows the assessor to enter a numerical score for the level of compliance of the building with that industry standard. A field for notes explaining the score is also available.

Educational Adequacy Analysis

The Educational Adequacy Analysis is a comprehensive approach that assesses various aspects of educational facilities to ensure they meet the needs of students and staff effectively. This analysis typically encompasses several key criteria, such as Capacity, which examines whether the school can accommodate the current and projected student population. Technology assessment looks at the availability and integration of technological resources that support teaching and learning. Security measures the safety protocols and infrastructure in place to protect students and staff. Instructional Support evaluates the resources available for teachers to enhance their instruction, including materials and training. The Learning Environment criterion considers the physical and psychological aspects of the school that contribute to a conducive learning atmosphere. Lastly, the Relationship of Specifications assesses how well the school's design aligns with the educational goals and curriculum.

Each school is given a weighted score based on these criteria, which is then used for comparison purposes. This score, alongside the facility condition index, provides a quantitative measure of a school's suitability, which is invaluable for decision-making in the master planning process. By customizing this report to the specific requirements of the district, stakeholders can make informed decisions that align with the district's strategic goals and ensure that the educational facilities are up to the task of delivering quality education. The process of Educational Suitability Analysis is not only a reflection of a school's current state but also a roadmap for future improvements, guiding investments, and policy decisions to enhance the overall educational experience.

Exhibit "D"

ATTACHMENT D
Parkhill
Hourly Rate Schedule
January 1, 2026 through December 31, 2026

Client: Ector County ISDProject: Facilities Condition Assessment, Long-Range
Facilities Master Planning, Long-Range Capital
Planning and Preventative Maintenance StrategyAgreement Date: February 3, 2026Location: Odessa, Texas

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$84.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
		Architect	\$210.00	Architect	\$327.00
SUPPORT STAFF II	\$97.00	Civil Engineer	\$254.00	Civil Engineer	\$352.00
		Electrical Engineer	\$244.00	Electrical Engineer	\$346.00
SUPPORT STAFF III	\$134.00	Interior Designer	\$182.00	Interior Designer	\$259.00
		Landscape Architect	\$196.00	Landscape Architect	\$277.00
SUPPORT STAFF IV	\$142.00	Mechanical Engineer	\$237.00	Mechanical Engineer	\$335.00
		Structural Engineer	\$244.00	Structural Engineer	\$314.00
SUPPORT STAFF V	\$157.00	Survey Tech	\$190.00	Professional Land Surveyor	\$293.00
		Other Professional	\$180.00	Other Professional	\$270.00
SUPPORT STAFF VI	\$171.00				
PROFESSIONAL LEVEL I		PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Architect	\$171.00	Architect	\$256.00	Architect	\$417.00
Civil Engineer	\$184.00	Civil Engineer	\$296.00	Civil Engineer	\$425.00
Electrical Engineer	\$185.00	Electrical Engineer	\$285.00	Electrical Engineer	\$412.00
Interior Designer	\$158.00	Interior Designer	\$200.00	Interior Designer	\$356.00
Landscape Architect	\$158.00	Landscape Architect	\$213.00	Landscape Architect	\$356.00
Mechanical Engineer	\$177.00	Mechanical Engineer	\$277.00	Mechanical Engineer	\$396.00
Structural Engineer	\$176.00	Structural Engineer	\$282.00	Structural Engineer	\$415.00
Survey Tech	\$149.00	Survey Tech	\$231.00	Professional Land Surveyor	\$355.00
Other Professional	\$155.00	Other Professional	\$213.00	Other Professional	\$341.00
PROFESSIONAL LEVEL II		PROFESSIONAL LEVEL V			
Architect	\$185.00	Architect	\$310.00		
Civil Engineer	\$207.00	Civil Engineer	\$351.00		
Electrical Engineer	\$210.00	Electrical Engineer	\$344.00		
Interior Designer	\$166.00	Interior Designer	\$239.00		
Landscape Architect	\$166.00	Landscape Architect	\$259.00		
Mechanical Engineer	\$203.00	Mechanical Engineer	\$332.00		
Structural Engineer	\$200.00	Structural Engineer	\$310.00		
Survey Tech	\$163.00	Professional Land Surveyor	\$262.00		
Other Professional	\$164.00	Other Professional	\$237.00		

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2026 through December 31, 2026.
After December 31, 2026, invoices will reflect the Schedule of Charges currently in effect.