



Willis Independent School District

One Team, One Purpose

AGREEMENT FOR PROFESSIONAL SERVICES – WILLIS INDEPENDENT SCHOOL DISTRICT

Willis Independent School District

AGREEMENT FOR PROFESSIONAL SERVICES – INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES – INDEPENDENT CONTRACTOR

Agreement is made between Willis Independent School District (the “District”) and Winning Way Services (“Consultant”) (collectively, the “Parties”).

For good and valuable consideration including, without limitation, the mutual promises made in this Agreement the District and the Consultant hereby agrees as follows:

1. **Parties.** The District is an independent school district organized and operating in accordance with the laws of the State of Texas. The administrative offices of the District are located at 612 N. Campbell St. Willis TX 77378. Consultant is an individual or business entity located at P.O Box 750953 Houston, TX 77275.

2. **Legal Compliance.** As a material condition of this Agreement, Consultant agrees to the submission of specific information which includes any licenses, permits or certifications relating to the Consultant’s qualifications and/or authority to provide the Services, liability insurance and provision of fingerprinting results. Consultant further warrants and represents, as a material condition to this Agreement, that it shall comply with all applicable laws, regulations, requirements, and guidelines that currently exist or may exist or be amended during the term of this Agreement regarding Consultant’s provision of services herein, and that such applicable laws, regulations, requirements, and guidelines are automatically incorporated into this Agreement.

3. **Description of Services.** The District engages the Consultant to provide, and the Consultant agrees to provide the services (“Services”) described in Appendix A. The District shall designate the Services that the Consultant shall provide hereunder, and the calendar time frames within which Services must be provided; however, the Consultant shall determine the specific dates and times of the Consultant’s Services and the legal and professional means and methods by which the Consultant will accomplish the Services. The Consultant represents and warrants that he or she is regularly engaged in the business of performing services such as the Services described herein and that he or she is fully and appropriately licensed, authorized and legally certified to provide Services described in Appendix A. During the term of this Agreement, the Consultant may provide services for individuals or entities other than the District and is not required to devote all of his or her time or resources to the provision of Services to the District.

4. **Payment for Services.** The District agrees to pay the Consultant in accordance with the price and payment terms set forth in Appendix A, and the Consultant agrees to accept such amounts as full payment for Services provided pursuant to this Agreement. Consultant shall present to the District at its Business Office 612 N. Campbell St. Willis TX 77378 an invoice setting forth in detail the Services performed, the date and location where such Services were performed, the amount due Consultant as compensation for such Services and any other information reasonably requested by the District. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code which shall govern remittance of payment and remedies for late payment and non-payment.

5. **Independent Contractor Relationship.** THE DISTRICT AND THE CONSULTANT SPECIFICALLY ACKNOWLEDGE THAT IT IS THEIR MUTUAL AGREEMENT AND INTENTION THAT THE CONSULTANT IS AN INDEPENDENT CONTRACTOR OF THE DISTRICT IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. Consultant represents and warrants that it is an independent contractor that will furnish their own tools, products, and services. Consultant, its officers, employees, agents, representatives



Willis Independent School District

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are not employees of the District. Consultant represents and warrants that it has no right to claims for wages, vacation pay, sick leave, retirement benefits, health benefits, social security, disability, worker's compensation benefits, or other benefits of any kind.

6. **Criminal History Reports.** Pursuant to Texas Education Code 22.0834, Consultant shall obtain criminal history reports through the criminal history clearinghouse for each employee or contractor who will have direct contact with students, and certify to the District that employees or contractors having direct contact with students have no disqualifying criminal history, as defined by Texas Education Code 22.085(a).

7. **Confidentiality of Student Information.** As an independent contractor retained by the District to perform Services under this Agreement, the Consultant shall be deemed a "school official" as that term is defined in the District's Board Policy, Texas Education Code, and the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) if Services require access to, or review of student records or educational records of the District's students, for whom the Consultant provides Services hereunder. The Consultant agrees to strictly maintain the confidentiality of any and all educational records of students in the District that are disclosed, or reviewed by the Consultant in accordance with Federal and state laws, rules and regulations.

8. **Non-Reimbursement of Expenses.** The District shall not be liable to the Consultant for any expenses paid or incurred by the Consultant including, without limitation, materials/supplies, business and travel expenses unless specifically agreed to in writing by the District.

9. **Tax Duties, Responsibilities, and Indemnification.** The District shall not pay or withhold any Federal, state or local taxes of any kind relating to payments made to Consultant for Services provided hereunder. Consultant is responsible for, and agrees to pay, all Federal, state or local taxes relating to payments received by Consultant for the performance of Services hereunder, including, without limitation, Federal income taxes, Social Security taxes, Federal Unemployment Compensations taxes, and other fees, charges, licenses or other payments required by law. If a court, administrative agency or other authorized person shall find that the Consultant is an employee of the District hereunder, the Consultant shall indemnify and hold the District harmless from and shall pay all taxes, fines, penalties, damages and other costs assessed against or incurred by the District in connection with such a finding by the applicable court, administrative agency or other authorized person.

10. **Insurance.** The Consultant will be responsible for providing all employee benefits and insurance including workers' compensation, general liability, and professional liability insurance coverage.

The Consultant shall comply with all laws, rules and regulations applicable to worker's compensation and shall provide the District with a certificate of any workers' compensation insurance that is required by law, and certificates of such other types of insurance as the District may reasonably request, in such form and in such amount as shall reasonably be acceptable to the District. Throughout the term of this contract the Consultant shall obtain and maintain professional liability insurance in the amount of no less than \$2,000,000.00 per claim and \$4,000,000.00 in the aggregate as well as General Liability in the amount of no less than \$2,000,000.00 per claim and \$4,000,000.00 in the aggregate. Such policy must be issued by a duly licensed insurance company authorized to do business under the laws of the State of Texas.

11. **Indemnification.** Consultant shall indemnify and hold the District, its trustees, officers, employees, agents and representatives harmless from any and all claims, damages, expenses, losses, suits, actions, judgments, costs, awards and fees, including attorney's fees, arising out of Consultant's provision of Services hereunder or the performance by Consultant of this Agreement. To the extent allowable under the laws and Constitution of the State of Texas, District will indemnify and hold the Consultant, its officers, employees, agents and representatives harmless from any and all claims, damages, expenses, losses, suits, actions, judgments, costs, awards, and fees, including



Willis Independent School District

One Team, One Purpose

attorney's fees, arising out of- the District's provision of Services hereunder or the performance by the District of the Agreement.

12. **Term and Termination.** This Agreement shall commence on the date specified as the Effective Date below, and shall end on September 30, 2026 but may continue beyond this point by mutual consent in writing by both Parties. Either party may terminate this Agreement, with or without cause, by giving 20 days written notice of termination to the other party.

13. **Non-Appropriation.** Expenditures not appropriated by the District's Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under this Agreement, the District shall notify Consultant and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payment for services completed to the date of notification shall be made to Consultant except that no payment shall be made or due to Consultant under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

14. **No Authority to Bind the District.** The Consultant has no authority to enter into contracts or agreements on behalf of the District or in any way to act for or on behalf of the District.

15. **Notice.** Any notice or other communication given in connection with this Agreement shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address for that party specified herein. Either party may change its address stated herein by giving written notice of the change in accordance with the provisions of this Section.

Notice for District:
Willis Independent School District
Attn: Kelly Hughes-Shropshire
612 N. Campbell St.
Willis, Texas 77378

Notice to Consultant: Name:
William T. Winning III
P.O. Box 750953
Houston, Texas 77275

16. **Assignment.** Neither party may assign any or all of his or her rights, duties, or obligations hereunder to any other person without the prior written consent of the other party.

17. **Entire Agreement.** This Agreement, along with the Appendix constitute the entire understanding and agreement between the Parties with respect to the subject matter hereof. **The District and the Consultant each represent, warrant and agree that no promise or agreement which is not expressed herein has been made to or by either party and that neither party is relying upon any statements or representations other than those that are set forth in this Agreement and the attached Appendix.**

18. **Modification and Non-Waiver.** This Agreement may not be modified or amended except by written agreement executed by the Parties hereto. The failure by either party to exercise any of its rights under this



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Agreement shall not be deemed a waiver of such rights or a waiver of any past, existing or future breach of this Agreement by the other party. Nothing in this Agreement will be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither of the Parties waives, modifies or alters to any extent whatsoever the availability of any defense of immunity under the laws of the United States of America and/or the State of Texas.

19. **Governing Law.** This Agreement is made according to the laws of the state of Texas. The Parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with the laws of the State of Texas and Montgomery County. Venue for any dispute arising from this Agreement shall be in Montgomery County, Texas.

20. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party.

21. **No Boycott.** a. Pursuant to Texas Government Code Chapter 2271, if the value of services provided in this Agreement exceeds \$100,000.00, and the Consultant is a company with more than 10 employees, then the Consultant warrants that it does not boycott Israel and shall not boycott Israel during the term of this Agreement.

b. Pursuant to Texas Government Code, Chapter 2274, Consultant represents and warrants that it does not and will not boycott energy companies.

c. Pursuant to Texas Government Code, Chapter 2274, Consultant represents and warrants that it does not discriminate against firearm entities or firearm trade associations.

d. Pursuant to Section 2155.0061 of the Texas Government Code, Consultant is not ineligible to enter into this Agreement.

22. **Certification Regarding Terrorist Organizations.** Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Consultant hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

23. **Felony Conviction.** Pursuant to Texas Education Code Section 44.034, Consultant must give advance written notice if Consultant's owner or employee has been convicted of a felony. This paragraph requiring advance notice does not apply to a publicly-held corporation.

24. **Child Support.** Pursuant to Texas Family Code, Section 231.006, Consultant certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

25. **Conflict of Interest.** If applicable, CIQ Form as required by Board policy and law and found at <http://www.ethics.state.tx.us/forms/CIQ.pdf> will be executed and delivered to the District prior to Consultant's delivery of services.

26. **The following Appendix is attached and incorporated herein for all purposes:**

Appendix A – Services and Fee Schedule

27. **Authority.** Signatories warrant and attest that they have actual authority to execute this Agreement.



Willis Independent School District

One Team, One Purpose

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated by their signatures below. The "Effective Date" shall be the date on which the last party to sign this Agreement executes this Agreement.

CONSULTANT

Willis ISD

W. T. Winning III 7/14/25
Signature Date

Dr. Kimberley James 7.17.25
Superintendent or Designee Date

William T. Winning III
Printed Name

Dr. Kimberley James, Superintendent
Printed Name

APPENDIX A TO

TERM OF AGREEMENT: Date to Date (or as modified by the District's calendar)

The consultant agrees to submit a written billing statement to the district on a monthly basis. The written statement must identify the days the consultant provided services, the type of services provided, initials of students served, campus and the amount of time spent: start time and end time. Payment will be made within thirty (30) days after approval of services provided.



Willis Independent School District
One Team, One Purpose

CONSULTANT

Willis ISD

Wm T. W... 7/14/25
Signature Date

[Signature] 7-17-25
Superintendent or Designee Date

William T. W...
Printed Name

Dr. Kimberley James
Printed Name



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
E-MAIL bill@winningway.net

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

June 5, 2025

Willis Independent School District
612 N Campbell
Willis, Montgomery County, Texas 77378

Attention: Dr. Kimberley James
Superintendent

Mrs. Kelly Hughes-Shropshire
Purchasing Coordinator

Project: Willis Independent School District
Transportation Center
17980 North Highway 75
Willis, Montgomery County, Texas 77378

Regarding: Proposal – Willis ISD Transportation Center
Code Compliance Plan Review and Report
TEA Chapter 61 Standards - Full Review

Dear Dr. James,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter "Consultant") shall provide to *Willis Independent School District* (hereinafter "Client") the services described below, under the terms and qualifications described below, for the compensation described below.

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The Consultant will review the construction documents for subject project as required by Texas Education Agency – Subchapter CC. Commissioner's Rules Concerning School Facilities Chapter 61.1040(c) School Facilities Standards for Construction on or after November 1, 2021.

The plan review shall examine compliance conditions for emergency egress, fire protection, structural integrity, life safety, plumbing, energy conservation, and mechanical and electrical design. The Consultant's code review will be conducted using the 2018 edition of the International Building Code, 2018 International Fire Code, 2018

International Plumbing Code, 2018 International Mechanical Code, 2018 International Energy Code and the NFPA – 2020 National Electrical Code. The review will be completed to ensure substantial compliance with the codes referenced.

The standards/guidelines permit the Consultant, to state, if any, possible variances from the code requirements and therefore allowing a limited number of variances from the codes if such variances do not negatively affect the quality or safety of the facility

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced. If, as stated above, if a code interpretation follows the guidelines and a variance is permitted, the item in question will be reported and described.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, including all civil, geotechnical, fire alarm systems, automatic sprinkler systems, fire suppression, life safety and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

Willis ISD Transportation Center	TEA Code Review	\$ 12,795.00
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TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

Invoicing will be submitted on or about the 1st of each month corresponding to the portion of work completed. All invoices will be due upon receipt. Timely payment of invoices is critical for the successful completion of the work. The Consultant reserves the right to stop all work should invoices not be paid timely. Invoices, which are unpaid after 15 days from the invoice date, are subject to an interest charge on professional services not to exceed the maximum non-usurious interest rate plus attorney's fees and collection expenses.

Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant's consultants are Instruments of Service for use solely with this project. Unless final payment has been received for all work performed, use of any portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon fifteen (15) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

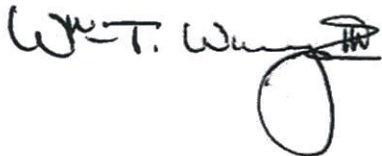
This agreement is made in Montgomery County, Texas and construed and interpreted in Texas law.

This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Willis Independent School District subject to the terms and qualifications contained herein.



Signature

Dr. Kimberley James

Name

Superintendent

Title

CC:

7.17.25

Date


Witness



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
E-MAIL bill@winningway.net

PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE

June 5, 2025

Willis Independent School District
612 N Campbell
Willis, Montgomery County, Texas 77378

Attention: Dr. Kimberley James
Superintendent

Mrs. Kelly Hughes-Shropshire
Purchasing Coordinator

Project: Willis Independent School District
Transportation Center
17980 North Highway 75
Willis, Montgomery County, Texas 77378

Regarding: Proposal – Willis ISD – Transportation Center
TAS Plan Review
TAS Site Inspection

Dear Dr. James,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter "Consultant") shall provide to *Willis School District* (hereinafter "Client") the services described below, under the terms and qualifications described below, for the compensation described below...

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The plan review shall examine compliance conditions for the Texas Accessibility Standards. The review will be completed to ensure substantial compliance with the codes referenced.

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced.

The Texas Accessibility Standards Plan Review will follow the prescribed standards as set forth for Registered Accessibility Specialists, licensed by the Texas Department of Licensing and Regulations, and conducted by a Registered Accessibility Specialist, using the 2012 Texas Accessibility Standards.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

Willis ISD Transportation Center

TAS – Plan Review	\$ 1,000.00
TAS – Site Inspection	\$ 1,075.00

Architect/Engineer will register project with TDLR-AB

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

Invoicing will be submitted on or about the 1st of each month corresponding to the portion of work completed. All invoices will be due upon receipt. Timely payment of invoices is critical for the successful completion of the work. The Consultant reserves the right to stop all work should invoices not be paid timely. Invoices, which are unpaid after 15 days from the invoice date, are subject to an interest charge on professional services not to exceed the maximum non-usurious interest rate plus attorney's fees and collection expenses.

Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant's consultants are Instruments of Service for use solely with this project. Unless final payment has been received for all work performed, use of any portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the

project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

This agreement is made in Montgomery County, Texas and construed and interpreted in Texas law.

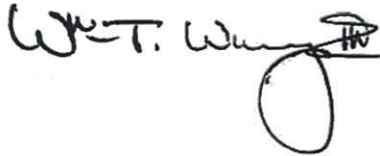
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Proposal – TAS - Willis ISD
TAS Willis ISD Transportation Center
June 5, 2025
Page 4 of 4

Respectfully,

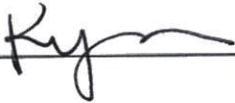


William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Willis ISD subject to the terms and qualifications contained herein.

Signature



Dr. Kimberley James

Name

Superintendent

Title

CC:

Date

7.17.25

Witness





PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE

P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
E-MAIL bill@winningway.net

June 5, 2025

Willis Independent School District
612 N Campbell
Willis, Montgomery County, Texas 77378

Attention: Dr. Kimberley James
Superintendent

Mrs. Kelly Hughes-Shropshire
Purchasing Coordinator

Project: Willis Independent School District
Willis ISD Transportation Center
17980 North Highway 75
Willis, Montgomery County, Texas 77378

Regarding: Proposal – Willis ISD Transportation Center
Code Compliance Inspections
TEA Chapter 61.1040 Inspections

Dear Dr. James,

I am pleased to submit this proposal for code compliance inspections and report of the above referenced projects. Winning Way Services, Inc. (hereinafter "Consultant") shall provide to Willis Independent School District – (Hereinafter "Client") the services described below, under the terms and qualifications described below, for the compensation described below.

SCOPE OF SERVICES

The Consultant, as required per the Texas Education Agency (TEA), will utilize personnel certified through the International Code Council (ICC) as Combination Commercial Inspectors, and at a minimum, one individual with a Certified Building Official (CBO) certification from the ICC. The Consultant will also use staff licensed as plumbing inspectors through the Texas State Board of Plumbing Examiners (TSBPE), to perform plumbing inspections.

The Consultant will inspect the construction of the project listed above as required by TEA – Subchapter CC. Commissioner's Rules Concerning School Facilities Chapter 61.1040. School Facilities Standards for Construction on or after November 1, 2021.

The Client will be asked to provide a letter to the Texas State Board of Plumbing Examiners (TSBPE) stating the Consultant's licensed plumbing inspectors will be conducting plumbing inspections for the school district over the duration of the project. This letter allows the Consultant's personnel to utilize their State Plumbing Inspector Licenses as per TSBPE Rules.

INSPECTIONS

The Consultant will make site inspections of the building, mechanical, electrical, and plumbing work in the building and 5 feet from the building. The consultant will review engineering inspection letters and special inspection letters to verify substantial compliance with the official plan set. Inspections will be visual in nature and no testing, or destructive inspection techniques will be used. The number of inspections to be performed depends on the scope of the project. Inspections are not a warranty, guarantee, insurance policy or substitute for other disclosures which may be required by law. The Consultant's inspectors are code compliance inspectors and not acting as licensed engineers or experts in any craft or trade. If needed, the consultant may recommend that one of the project's engineers provide additional oversight, at the Client's expense, to ensure the quality of the construction.

The Consultant will work with the general contractor to establish an inspection schedule for the project. The Consultant will work with other inspection groups to minimize the duplication of inspections, eliminating when it is not necessary, in order to help expedite the construction process while still ensuring construction is substantially compliant with the plans. It will be the general contractor's responsibility to ensure the site is accessible for inspection, the applicable staff are available to walk the project with the Consultant's staff, and the work is ready for inspection. Generally, this is discussed, and arrangements are made during a preconstruction meeting with all parties involved.

The inspections will be conducted with 100% drawing sets, with corrections, addenda's and or revisions to the official plan set.

The project will be inspected as follows:

- 1) Underground plumbing and electrical conduit under the building and to a point 5 feet outside of building by site inspections.
- 2) Foundation by review of structural engineer's inspection report.
- 3) Structural framing by review of structural engineer's inspection report and Engineers special inspections report
- 4) Special Inspections – by letter from IBC required Special Inspector, certified or licensed as required.
- 5) Materials Testing – per the District's Testing Agency/Engineer's Letters
- 6) Roofing Installation – by Roofing Consultant or Others per the District.
- 7) Mechanical cover inspections by on-site inspection.
- 8) Electrical wall and ceiling cover inspections by on-site inspections.
- 9) Plumbing includes domestic water, DWV and gas - wall and ceiling cover inspections by on-site inspections.
- 10) Non-Structural Interior framing by on-site inspections.

- 11) Energy code inspections by review of the 3rd party commissioning agent and/or duct/balance/insulation inspection firm reports.
- 12) Boiler and chillers installation by review of MEP engineer's report.
- 13) Site civil work to within 5 ft outside the building, to include storm sewer, underground electrical, electrical transformers and paving by review of civil engineer's report.
- 14) Site civil work to within 5 ft outside the building, to include natural gas lines, domestic water lines, sanitary sewer lines, grease traps, sample wells, and backflow preventers by on-site inspection.
- 15) Mechanical finals by on-site inspections.
- 16) Electrical finals by on-site inspections.
- 17) Plumbing finals by on-site inspections.
- 18) Building finals by on-site inspections.
- 19) Life safety to include fire sprinklers, fire alarm, emergency electrical systems by review of compliance letter from the Fire Marshal.
- 20) Materials testing by 3rd party, contracted by Client by testing reports being reviewed, when submitted, to Consultant.
- 21) Frame Fireproofing Inspection - Verification of compliance by letter from Fireproofing engineer or approved specialist.
- 22) Any additional inspections not listed herein as determined by Consultant.

The Consultant will require a 48-hour notice for all the on-site Plumbing and Electrical Underground inspections. On-site inspections will be made per area as called out by the architect on the official plans. It will be the general contractor's responsibility to ensure all respective work within the area to be inspected is ready for inspection the morning of the requested inspection date. During the times of construction when site specific inspections are not required, the Consultant will make periodic / weekly site visits to ensure all work being performed is in substantial compliance with the design codes and official plans.

INSPECTION RESULTS

After an inspection is made the Consultant will notify on-site construction staff via verbal communication and/or mark-ups on the official plans of deficiencies, if any, found during the inspection. A simple written communication of the inspection may be sent via email to the general contractor and Client or designated recipient. The general contractor and the Client will identify one email address each for these communications.

CERTIFICATE OF OCCUPANCY

Once all inspections have been approved, requested documentation has been received and accepted and found to be in conformance with Consultants requirements, the Consultant will provide the Client with a certificate of occupancy, as required per TEA Chapter 61.1040, stating the project has been found to be constructed in substantial compliance with the design building code. Where a project is constructed and the district has a Local Fire Inspector or County Fire Marshal, a Certificate of Compliance, issued by the Local AHJ/Fire Marshal's Office will be directed to the Consultant, this Certificate of Compliance will be a required document prior to the issuance of a TEA Certificate of Occupancy by the Consultant.

Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of the code or the official plans. Certificates presuming to give authority to violate or cancel the provisions of the design codes or approved plans shall not be valid.

CHANGES TO WORK

The Consultant shall not be held liable for work approved by inspection that was changed or altered without the knowledge or inspection of the Consultant. It shall be the general contractor's responsibility to inform the Consultant of any changes to previously approved work and give the Consultant an opportunity to review said work. As the Consultant is only inspecting the proposed work for substantial compliance with the code it is the general contractor's responsibility to ensure all work performed is in substantial compliance with the code.

COMPENSATION:

The scope of work described above will be performed for the following fees, subject to the terms and qualifications of this proposal.

Site Inspections – duration of the project – as advised by the Client.

Start Date and Anticipated Construction Completion – Provided by Client

Construction Start Date: July 2025

Construction Completion Date: July 2026

Site Inspections and Certificate of Occupancy, which includes review of Engineers Reports, Special Inspection Reports and any other required documents.

Fees Invoiced Monthly at a rate of: \$ \$2,425 for 12 months at a total of \$ 29,100.00

All Fees for the TEA Chapter 61 Inspections are due and remaining balance is to be paid prior to the issuance of the required TEA Certificate of Occupancy

Re-inspections – Will be a discussion with the Client and contractor when repetitive re-inspections are required.

General Conditions

It is the responsibility of the Architect of Record, to provide a full set of 36 x 42 drawings for each project at the jobsite, updating the plans at Construction Site, as needed to incorporate changes, if so required, for reference and annotating after an inspection.

The Client will provide primary and secondary contacts for the contractor performing the construction work for the Client. This is to include email and cell numbers for job superintendents and project managers as required.

A contact list will be provided by the Client/Agent to the Consultant, at the beginning of the project for needed correspondence and communications. The Consultant will be provided the Contact List from the Client on acceptance of contract and will be completed by/prior to the 1st inspection for said project.

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between the Client and the Consultant.

Invoicing will be submitted on or about the 1st of each month corresponding to the portion of work completed. All invoices will be due upon receipt. Timely payment of invoices is critical for the successful completion of the work. The Consultant reserves the right to stop all work should invoices not be paid timely. Invoices, which are unpaid after 30 days from the invoice date, are subject to an interest charge on professional services in accordance with Chapter 2251 Texas Government Code.

Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant's consultants are Instruments of Service for use solely with this project. Unless final payment has been received for all work performed, use of any portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

The Client acknowledges that the requirements of the codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information. In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that they have had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days' written notice. The Consultant shall be paid for any and all work to date of termination.

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

This agreement is made in Montgomery County, Texas and construed and interpreted under Texas law.

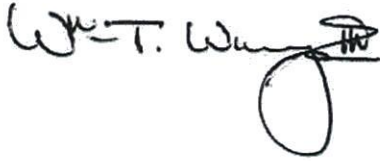
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for twenty-one (21) days. If not accepted within twenty-one days, the Consultant reserves the right to modify this proposal.

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Willis ISD – Proposal – TEA Inspections
Willis ISD Transportation Center
June 5, 2025
Page 7 of 7

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Willis Independent School District subject to the terms and qualifications contained herein.



Signature

Dr. Kimberley James

Name

Superintendent

Title

7.17.25

Date/

Witness