

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
TEXAS ACCESSIBILITY STANDARDS CONSULTATION**

This Agreement is made and entered into by and between the **WILLIS INDEPENDENT SCHOOL DISTRICT** ("District") an Independent School District and political subdivision of the State of Texas and **WINNING WAY SERVICES, INC.**, by and through its designated representative ("Consultant") both of which may be referred to herein collectively as the "Parties", to provide consulting, specifically Texas Accessibility Standards, for the following Project: **Cannan Elementary School Expansion** (the "Project").

**IN CONSIDERATION** of the mutual covenants, terms, conditions, privileges and obligations herein contained, District and Consultant do hereby agree as follows:

**I. PERIOD OF SERVICE**

1.1 This Agreement shall take effect upon execution by both Parties and continue in full force and effect for the period required for completion of the duties as set forth in the Scope of Services. Performance shall commence upon issuance of a Notice to Proceed by the District's representative or his designee, and shall terminate upon substantial completion of Consultant's duties as set forth in the Scope of Services and upon written acceptance by the District of Consultant's work product or services rendered, unless extension or earlier termination shall occur pursuant to any of the provisions hereof.

1.2 If funding the Project is not appropriated at the time this Agreement is entered into, District retains the right to terminate this Agreement at the expiration of each of the District's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

**II. SCOPE OF SERVICE**

2.1 Consultant, in consideration for the compensation provided, shall perform its services in accordance with the 2012 Texas Accessibility Standards as administered by the Texas Department of Licensing and Regulation.

2.2 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 noncompliance to the code referenced.

2.3 Consultant shall not commence work until Consultant has been thoroughly briefed by the District's representative on the scope of the Project ("Scope Meeting"), and has been notified in writing by the District's representative to proceed. Consultant shall provide a final written summary of the Consultant's services required by the Project's scope. Should the scope of the Project subsequently change, either party may request a review of the anticipated services, with an appropriate adjustment in fees; however, such adjustment cannot exceed the maximum allowed for additional services in Article IV, COMPENSATION, and cannot substantially alter the original scope of this Agreement.

2.4 All Services performed under this Agreement must be conducted in full conformance with the standards applicable to professionals within Consultant's area of certification. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subcontractors of Consultant.

2.5 Consultant shall complete all work on the Project in compliance with this Agreement, in a timely fashion and agrees to staff the Project with sufficient necessary, qualified personnel to the Project, in order not to delay or disrupt the progress of the Project.

**III. COORDINATION WITH THE DISTRICT**

3.1 Consultant shall hold periodic conferences with District's representative, so that the Project, as developed, will have the full benefit of District's experience and knowledge of existing needs and facilities and be consistent with the District's current policies and standards. The District shall make available, for

Consultant's use, all existing data in its possession associated with the Project as may be requested by Consultant at no cost to Consultant, but does not warrant the accuracy of such documents.

#### **IV. COMPENSATION**

4.1 For and in consideration of the services to be rendered by Consultant, District shall pay Consultant a fee not to exceed the following:

- TAS- Plan Review -Seven Hundred and 00/100 Dollars (\$700.00).
- TAS- Site Inspection- Seven Hundred Seventy-Five and 00/100 Dollars (\$775.00).

4.2 Invoices shall be paid at the time of completion of the work. Other charges such as the hourly rate and reimbursable expenses may be paid by the District within ten days of receiving the monthly invoice from Consultant. Nothing contained in this Agreement shall require District to pay for any unsatisfactory work, as determined by District's representative, or for work that is not in compliance with the terms of this Agreement. The District shall not be required to make any payments to Consultant at any time Consultant is in default under this Agreement.

4.3 Consultant may submit invoices monthly for work performed and completed which has not been included on previous invoices. Payments shall be made to the Consultant in accordance with the progress of the Project.

#### **V. OWNERSHIP AND RETENTION OF DOCUMENTS**

5.1 Upon completion or termination of the Project, or upon request by the District, all documents and information, in whatever form, given to, prepared or assembled by the Consultant in connection with its performance of its duties under this Agreement shall become the sole property of the District and shall be delivered at no cost to the District without restriction on future use. Documents and information covered by this paragraph shall include, but not be limited to, reports, test results, field notes and other data. The District shall have free and immediate access to all such information at all times during the term of this Agreement with the right to make and retain copies documents, notes and data, whether or not the Project has been completed. Prior to surrender of the documents and information, Consultant may make copies of any and all documents for its files, at its sole cost and expense.

5.2 The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three (3) years after final payment is made and all pending matters are closed. The Consultant agrees to provide the District, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

5.3 Consultant shall notify District, immediately, in the even Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that District will process and handle all such requests.

#### **VI. TERMINATION OF AGREEMENT**

##### **6.1 Termination Without Cause.**

6.1.1 This Agreement may be terminated by District without cause, prior to District's representative giving Consultant written Notice to Proceed, should District's representative, in its sole discretion, determine that it is not in District's best interest to proceed with this Agreement. Such notice shall be provided in accordance with the notice provisions contained in this Agreement, and shall be effective immediately upon delivery to the Consultant.

6.1.2 This Agreement may be terminated by the District at any time after issuance of the District's representative's Notice to Proceed, either for the District's convenience or because of Consultant's failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued

(unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the District.

6.1.3 If the termination is for the convenience of the District, and following inspection and acceptance of Consultant's services properly performed prior to the effective date of termination an equitable adjustment in the contract price shall be made. Consultant shall not, however, be entitled to lost or anticipated profit on unperformed services, should District choose to exercise its option to terminate, nor shall Consultant be entitled to compensation for any unnecessary or unapproved work performed during time between the issuance of the District's notice of termination and the actual termination date.

6.1.4 If the termination is due to Consultant's failure to fulfill its obligations, the District may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the District for any additional cost occasioned to the District thereby.

6.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 6.1.3 of this clause.

6.1.6 The rights and remedies of the District provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

6.1.7 This Agreement may be terminated by the Consultant, at any time after issuance of the District's representative's Notice to Proceed, upon written notice provided in accordance with the Notice provisions contained in this Agreement.

6.2 Termination For Cause. Upon the occurrence of one (1) or more of the following events, and following written notice to Consultant given in accordance with the notice provisions contained in this Agreement, District may immediately terminate this Contract, in whole or in part, "for cause":

6.2.1 Consultant makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to District in connection with this Agreement or its performance hereunder; or

6.2.2 Consultant violates or materially fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein; or

6.2.3 Consultant violates any rule, regulation or law to which Consultant is bound or shall be bound under the terms of this Agreement; or

6.2.4 Consultant attempts the sale, transfer, pledge, conveyance or assignment of this Agreement contrary to the terms of this Agreement.

6.2.5 Consultant ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Consultant's assets or properties.

6.4 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

6.5 Orderly Transfer Following Termination. Regardless of how this Agreement is terminated, Consultant shall effect an orderly transfer to District or to such person(s) or firm(s) as the District may

designate, at no additional cost to District. Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant, or any of its subcontractors, pursuant to this Agreement. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Consultant, in connection with the services rendered by Consultant under this Agreement, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents.

6.6 Claims for Outstanding Fees. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to District its claims, in detail, for the monies owed by District for services performed under this Agreement through the effective date of termination. **Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.**

6.7 Termination Not Sole Remedy. In no event shall District's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

## VII. SUSPENSION OF WORK UNDER AGREEMENT

7.1 Right of District to Suspend. District may suspend this Agreement for any reason, with or without cause upon the issuance of written Notice of Suspension in accordance with the Notice provisions contained in this Agreement. Such suspension shall take effect upon the date specified in such notice; provided, however, such date shall not be earlier than the tenth (10th) day following receipt by Consultant of said notice. The Notice of Suspension will set out the reason(s) for the suspension and the anticipated duration of the suspension, but will in no way guarantee the total number of days of suspension.

7.2 Consultant's Right to Terminate In Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Consultant shall have the right to terminate this Agreement. Consultant may exercise this right to terminate by issuing a written Notice of Termination to the District, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by District and such termination shall be subject to all the requirements set out in Paragraphs 6.5 and 6.6 above, related to the Orderly Transfer and Fee Payment.

## VIII. ASSIGNMENT OF RIGHTS OR DUTIES

8.1 By entering into this Agreement, District has approved the use of subcontractors, if any, identified in Consultant's Proposal. No further approval shall be needed for Consultant to use such subcontractors as are identified in Consultant's Proposal.

8.2 Except as otherwise required herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written consent of District.

8.3 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this Agreement, without said written approval, shall be void, and shall confer no rights upon any third person. Should Consultant assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this Agreement, District may, at its option, terminate this Agreement as provided herein, and all rights, titles and interest of Consultant shall

thereupon cease and terminate, notwithstanding any other remedy available to District under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to District, which District sustains as a result of such violation.

## IX. INDEPENDENT CONTRACTOR

9.1 Consultant covenants and agrees that (s)he is an independent contractor and not an officer, agent, servant, or employee of District; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of *respondeat superior* shall not apply as between District and Consultant, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between District and Consultant.

9.2 No Third Party Beneficiaries. For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with District or Consultant or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either District or Consultant.

## X. NOTICES

10.1 Unless otherwise expressly provided elsewhere in this Agreement, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

**If intended for District, to:**

Dr. Kimberley James, Superintendent  
612 N. Campbell Street  
Willis, Texas 77378  
Phone: 979-856-1200

**If intended for Consultant, to:**

William T. Winning III  
Winning Way Services, Inc..  
PO Box 750953  
Houston, Texas 77275  
Phone: 281-922-0700  
bill@winningway.net

## XI. WORK ON SCHOOL DISTRICT PREMISES

11.1 To the extent that the Work may, of necessity, be performed in connection with an educational facility which is currently occupied and in use, it is imperative that Consultant's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt District's normal operations or facilities. Consultant agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which the Work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Consultant shall exercise the utmost skill and judgment to ensure that its activities will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Consultant recognizes that the ongoing District activities in

proximity with its activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Consultant. Consultant understands and accepts the difficulties and the costs associated with working in an existing facility and the potential delays and disruptions in its work, and has considered such constraints in the negotiation of this contract.

11.2 The Consultant shall be responsible for the actions of Consultant's agents, employees and all sub-consultants working under it. The Contractor agrees that if the Project Site is a public school campus, it shall prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Consultant's forces consistent with the nature of the work being performed, including wearing shirts at all times. Sexual harassment of employees of the Consultant, or employees or students of the District by employees of the Consultant is strictly forbidden. Any employee of the Consultant who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Consultant, including removal from the job site.

11.3 The Consultant agrees, prior to commencement of work, to provide assurance to the District that all employees, subcontractors of the Consultant *who are likely to or will have contact with students* have passed a criminal history background check current within the last year.

## **XII. CONTRACT CONSTRUCTION**

12.1 All parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

## **XIII. FAMILIARITY WITH LAW AND CONTRACT TERMS**

13.1 Consultant represents that, prior to signing this Agreement; Consultant has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, and all of the terms and conditions of this Agreement.

## **XIV. APPLICABLE LAW AND VENUE**

14.1 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

14.2 The obligations of the parties to this Agreement shall be performable in Montgomery County, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Montgomery County, Texas.

## **XV. SEVERABILITY**

15.1 In the event any one or more paragraphs or portions of this Agreement are held invalid or unenforceable, such shall not affect, impair or invalidate the remaining portions of this Agreement, but such shall be confined to the specific section, sentences, clauses or portions of this Agreement held invalid or unenforceable.

## **XVI. FORCE MAJEURE**

16.1 In the event that performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

## **XVII. SUCCESSORS**

17.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

## **XVIII. NON-WAIVER OF PERFORMANCE**

18.1 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

18.2 No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

## **XIX. PARAGRAPH HEADINGS**

19.1 The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

## **XX. LEGAL AUTHORITY**

20.1 The signer of this Agreement for District and Consultant each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of District and Consultant respectively, and to bind District and Consultant to all of the terms, conditions, provisions and obligations herein contained.


## **XXI. ENTIRE AGREEMENT**

21.1 This Agreement, together with its Attachments embodies the complete Agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written consent of the parties.


21.2 It is understood and agreed by the Parties hereto that changes in local, state or federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

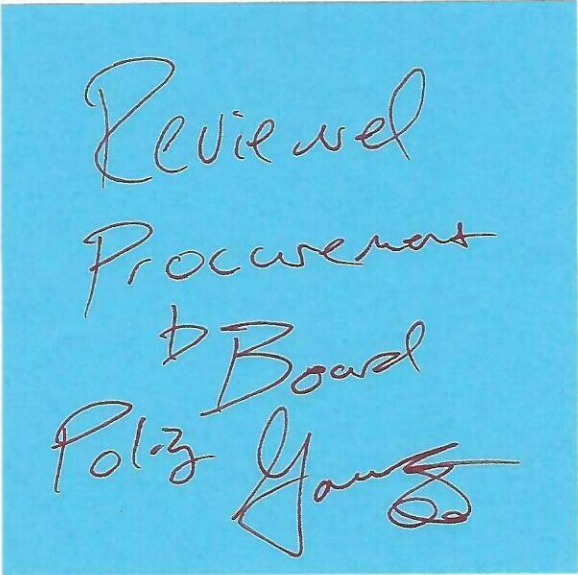
EXECUTED ON THIS, THE 20 DAY OF January, 2026.

**DISTRICT:**

By:   
**Dr. Kimberley James**  
**Superintendent of Schools**  
**Willis Independent School District**

**CONSULTANT:**

By:   
**William T. Winning III - CBO**  
**Winning Way Services, Inc.**



Reviewed  
Procurement  
to Board  
Poliz Young

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:

Cannan Elementary School Expansion

TAS – Plan Review	\$ 700.00
TAS – Site Inspection	\$ 775.00

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 1<sup>st</sup> 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

Proposal – TAS - Willis ISD  
Cannan Elementary School Expansion  
December 16, 2025  
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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.

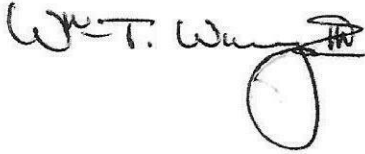
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

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  
Cannan Elementary School Expansion  
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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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

CC: