

VENDOR CONTRACT

Between Topwater Construction Services, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For JOB ORDER CONTRACTING – 1012116

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

CITY COST INDEX, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

CLIENT MEMBER is any ISD/USD, ESC, University, Municipality, County, Federal or State Agency or non-taxed entity empowered to enter into an agreement with TIPS via their governing boards or trustees. In the State of Texas an interlocal agreement must be signed by the client.

In other states, the client is responsible for meeting their state requirements.

COEFFICIENT is the contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

DELIVERY ORDER (DO) is the scope of services approved from the Job Order Proposal and reviewed and approved by the Client for the PO.

JOB ORDER is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which, upon agreement to by the client member, becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

JOB ORDER CONTRACTING (JOC) is a variable term indefinite delivery, indefinite quantity contract for construction services on an on call basis through negotiated line item delivery orders (job orders) to include minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services.

JOB ORDER PROPOSAL is the response from the contractor to the client member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed.

JOB ORDER PROPOSAL REQUEST is originated from the client and provides a general scope of project services or architectural drawings, a requested schedule and any special addendum requirements. From this information the contractor will develop the scope of work for his job order proposal.

NON PRE-PRICED ITEMS are those items that cannot be found or reasonably compared to listed line items in the UPB.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the member entity for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

UNIT PRICE BOOK (UPB) will be the current addition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting Cost Data – the published quarterly updates will be allowed.

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

SCOPE OF WORK (SOW) is the specific work that has been agreed to be undertaken and accomplished under the TIPS contract via the delivery order process.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking

number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor agrees to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor is responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon

common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing Deviation

If a deviation of pricing on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Proposal Process: Vendor gives TIPS member scope of work and price.

Vendor gives TIPS scope of work, line item estimate and price.

Purchase Order Process:

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Stored materials

Upon prior written agreement between the contractor and Member, payment may be for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss or damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must allow reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Upon final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and

federal laws governing the sale of products/services identified in the RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor’s pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

SERVICES

It is the intention of TIPS to establish an annual contract with highly qualified vendor(s) for **Job Order Contracting**. Vendor(s) shall, at the request of TIPS member, provide these products and/or covered services under the terms of this CONTRACT and the CONTRACT TERMS AND CONDITIONS. Vendor shall assist the end user TIPS member with making a determination of its individual needs, as stated below.

TIPS is seeking electronically sealed proposals for job order contracts for this procurement in accordance with Texas Government Code Chapter 2269, Subchapter (I) Job Order Contracting. The purpose of this procurement is to award job order contract(s) for the minor construction, repair, rehabilitation, or alternation of a facility for work of a recurring nature in which the delivery times are indefinite and indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks.

The contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS client partner.

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, TIPS member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB.

Information to Bidders

TIPS intends to enter into multiple Job Order Contracts to provide indefinite delivery, indefinite quantity (IDIQ) contracts for minor construction, renovation, repairs and alteration services. These contracts will be available for use by all public entities such as ESC's, ISD's, universities, city and county governments, community colleges, state and federal agencies in these United States and other jurisdictions. It may also be used by certain private non-taxed entities.

The contractor agrees to use, as required, Davis Bacon (See the UPB) or local wage rate that apply with some of the TIPS client members. The client member must supply any Davis Bacon or local wage rates requested.

The current annual edition of RS Means and quarterly adjustments will be the UPB used.

TIPS will receive **2% of the total revenue** from each PO executed under this contract. This fee will be included in the contractors priced coefficient and will not be issued as a separate line

item in any job order proposals issued to client members. This contract management fee will be required to be paid within thirty (30) days of the completion of any job order. If the job order has progress payments on large DOs the contractor will be required to pay in proportion to these payments within thirty (30) days of the invoice date.

RS Means will be the unit price for this contract using the RS Means right hand column ("Total Inc. O&P") and the most recent edition including any quarterly RS Means 12-digit line number. Contractors, at their expense, will make copies of the UPB available to the client member upon request via electronic or printed media.

While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the client member and listed as a separate line item with an attachment giving an explanation as to the special need. One example would be a dedicated onsite safety officer and/or delivery order manager and/or superintendent at all times during construction. Unless this is very large DO, it would not be covered in the JOC coefficient. The mere signing of the Purchase Order without the noted exception and approval is not sufficient.

As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingences. The contractor, at his expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the statutory requirements. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.

Items that are not found in the UPB will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three prices to establish the average bare cost for each item and add in the Overhead and Profit (OH/P) based upon the contractor's coefficient. This line item will then be negotiated with the client member and as approved the item will then be added to the price book for future projects and no longer is non-pre-priced. The need for this special treatment needs to be addressed in the line item estimate and agreed to by the client member and TIPS.

Performance bonds will be required on all Job Orders over \$100,000 and payment bonds on all Job Orders over \$25,000 or meeting the client member's local and state requirements. A letter from a surety company that is licensed to do business in the state of Texas, or client member state, attesting to its willingness to bond your company for \$1 million dollars must be submitted. Contractors may need to provide additional capacity as job orders increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the client member and added to the purchase order.

SCOPE OF SERVICES

The specific scope of work for each job order shall be determined in advance and in writing between TIPS Client Member and Contractor.

It is okay if the client member provides a general scope, but the contractor should provide a written scope of work to the client member as part of the proposal. Once the scope of the job order is agreed to, the client member will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the client member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

CONTRACT AND DOCUMENTS

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail.

The Unit Price Book (UPB) will be the current edition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting cost data. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.

Other documents to be included are the contractor's proposals, task orders, purchase orders and any adjustments which have been issued.

PROJECT DELIVERY ORDER PROCEDURES

The client member, having approved and signed interlocal agreement, may make a request of the contractor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the contractor shall make contact with the client as soon as possible, but must make contact with the client member within two working days. Contractor shall visit the member's site and conduct a walk-through/project scoping with the member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record

documents from client member to include, but not limited to, hazardous materials survey and other relevant documents.

The contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included can be found in information for offerors.

Contractors will be required to submit Job Order proposals and shall provide a line estimate based upon their coefficient and the UPB for that SOW which must be reviewed and agreed to by the client member prior to their issuance of a PO and DO.

When design work is necessary, the A/E selection shall confirm and be based upon qualifications of the design personnel according to applicable state law for selection. The client member may select an architectural consultant or use their own design capabilities providing the plans to the contractor.

The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.

The client member will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order ("PO"). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract. After the agreement is signed, a copy of the purchase order shall be sent to TIPS representative completing the contracting and interlocal requirements. Each job order proposal shall be good for a period of 30 days unless an extension is agreed to by both the contractor and client member.

SCHEDULING OF PROJECTS

Scheduling of projects will be accomplished when the client member issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line estimate and approved Job Order proposal. For large projects a Construction Project Management (CPM) schedule should be included in the proposal. The

construction performance period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the contractor shall notify the client and have the client member inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

SUPPORT REQUIREMENTS

If there is a dispute between the contractor and client, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS, or its representatives, reserves the right to inspect any project and audit the contractors TIPS project files, documentation and correspondence.

The contractor will be required to furnish and maintain a field office in an awarded region. All of the expenses of maintaining these offices including furnishings, supplies, fax, and mobile and local phone services are the contractor's overhead responsibilities.

Utilities at the job sites will be furnished free of charge to the contractor by the client member. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

Estimating Requirements: Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other approved estimating software. "Other software" than one of the four software programs listed above **must be approved by TIPS.**

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	David Mabe, Construction Contracts Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	1012116	Floor/Room		Floor/Room
Title	Job Order Contracting	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	11/02/2015	Email	bids@tips-usa.com	Email
Close Date	12/11/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company Topwater Construction Services LLC
 Address 1005 Airline Dr
 Katy, TX 77493
 Contact Simmie DeVille Jr.
 Department Construction Services
 Building
 Floor/Room
 Telephone 1 (281) 733-9931
 Fax 1
 Email simmie@topwatercsllc.com
 Submitted 12/10/2015 4:39:34 PM CT
 Total \$0.00

Signature Tammy Canton

Email tammy@topwatercsllc.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Alabama, Arkansas, Colorado, Florida, Georgia, Kansas, Louisiana, Mississippi, North Carolina, Oklahoma, South Carolina, Texas
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Topwater Construction Services, LLC provides services for all of the following; general construction services, mechanical, electrical, plumbing, interior build outs and build backs, civil construction, concrete services, earthwork and dirt work services, all painting services including specialty epoxies and finishes, design build outs, welding services, pool renovations, field improvements and any and all other construction needs.
6	Primary Contact Name	Primary Contact Name	Simmie Deville, Jr.
7	Primary Contact Title	Primary Contact Title	General Manager
8	Primary Contact Email	Primary Contact Email	simme@topwatercsllc.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2813474010
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2813474006
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2817339931
12	Secondary Contact Name	Secondary Contact Name	John Canton
13	Secondary Contact Title	Secondary Contact Title	manager
14	Secondary Contact Email	Secondary Contact Email	ren@topwatercsllc.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2813474010
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2813474006
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2817233706
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Tammy Canton
19	Admin Fee Contact Email	Admin Fee Contact Email	tammy@topwatercsllc.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2813474010

21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Simmie Deville
22	Purchase Order Contact Email	Purchase Order Contact Email	simmie@topwatercsllc.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2817339931
24	Company Website	Company Website (Format - www.company.com)	www.topwaterconstructionservices.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	460978005
26	Primary Address	Primary Address	1005 Airline Dr
27	Primary Address City	Primary Address City	Katy
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	77493
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Construction, Mechanical, Electrical, Plumbing, Concrete, Painting, Interior Build out, Earth Work, Dirt Work, Specialty; Pools, Paving, Environmental, Design Build, Swimming Pool Remodel, Landscaping, Lighting Retro Fits, Asbestos, Abatement and Water Restoration.
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	No
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Katy
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)

39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	1
44	Years Experience	Company years experience in this category?	31
45	Prices are guaranteed for?	(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items

Response Total: \$0.00

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Topwater Construction Services, LLC

Mailing Address: 1005 Airline Dr

City: Katy

State: Texas

Zip: 77493

Telephone Number: (281) 347-4010

Fax Number: (281) 347-4006

Email Address: tammy@topwatercsllc.com

Authorized Signature: T. Canton

Printed Name: Tammy Canton

Position: Owner

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blunde McAtt 1-21-16
TIPS Authorized Signature Date

David Wayne Fitts 1-21-16
Approved by Region VIII ESC Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Deer Park ISD	Deer Park	TX	Sam Sessions	832-347-5357
Magnolia ISD	Magnolia	TX	Tim Bruner	713-254-5128
Columbia-Brazoria ISD	West Columbia	TX	Scott Williams	979-481-0371
Barbers Hill ISD	Mont Bekvieu	TX	Stan Frazier	281-838-9187
Angelton ISD	Angelton	TX	Rudy Santos	979-864-8740

Company Profile

1. Company's official registered name.

Topwater Construction Services, LLC.

2. Brief history of your company, including the year it was established.

Topwater Construction Services was founded in 2012 and was established with the vision to provide quality over quantity in terms of services offered. Our vision is to offer the quality care desired by customer in our market today, we don't look to just do one job with a client we look to build relationships that will last for years to come. We will achieve this goal by always ensuring that a familiar face is present during the start to finish of a project and take the time to not only listen but follow the directive of our client and try to offer suggestions and solutions to any and everything that we encounter throughout the duration of the project. Our team consists of a multitude of different skill sets that range from mechanical, electrical, plumbing, civil and general construction which allows us to address projects varying in size and scope of work.

3. Corporate Office Location:

1005 Airline Dr. Katy TX 77493

4. List the total number of sales persons employed by your organization within the United States, broken down by market.

3

5. Simmie DeVille, Jr.

General Manager

1005 Airline Drive, Suite A

Katy, Texas 77493

281-733-9931

simmie@topwatercsllc.com

6. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

A. Sales: Simmie DeVille, Jr., John Canton, Tammy Canton, Mike Moorehead

B. Sale Support: Simmie DeVille, Jr.

C. Marketing: Simmie DeVille, Jr., Tammy Canton,

D. Financial Reporting: Tammy Canton

E. Executive Support: Simmie DeVille, Jr.

7. Define your standard terms of payment.

Typically it's net 30 but in some cases we do make exceptions and/or provisions to that.

8. Overall annual sales for the last three years:

2013: \$782,892.88

2014: \$429,743.04

2015: \$1,745,487.52

9. What differentiates your company from competitors?

Our team at Topwater consists of a group of workers who came up in the trenches turning wrenches and understands that through hard work, dedication and sacrifice great things can be achieved. We understand that we are only as good as our weakest link and that you never stop learning unless you yourself stop trying. We strive to make a good impression from the start and continue to focus on

keeping that reputation throughout the course of the project. So few people these days take the time to actually sell, they are so focused on their product that they lose sight of what they really selling in the first place. Chances are the customer is going to purchase what it is we are trying to sell from either us or a competitor so it comes down to selling yourself. With that being said the extra time to remember a client's name, their spouses name, children's name, personal interests, the college they attended, their pets name and so on goes a long way in the bonding process of getting that personal connection that so few people focus on. Take the time to listen to their needs and wants to specific projects, be willing to offer suggestions and solutions at the right time as well as take suggestions from them. Let the project be their project and assure them that your there to assist them in achieving their goals and guide them along the way. Stop by even when they are not spending money with you or don't have any projects in the near future cause eventually the time will come when they need someone and they'll notice if your just coming around when the works rolling in. Take pride in the project regardless of the size of the project, sometimes those small jobs lead to much larger projects and even if they don't small project are better than no projects. If we make a mistake we will own up to it and even if it means losing money to correct it there's no price that can be put on integrity and reputation. We are the company that comes out to replace a small section of sidewalk or remodel an entire school and treat both project of equal importance. If our price is a little higher than a competitor we know we still have a good chance at landing the job cause our customers know we won't cut corners, we stand behind our team and our work, we strive to offer quality at a fair price with a team our customers above all trust.

Marketing/Sales

1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

- a. **A co-branded press release within first 30 days** (Will issue a co-branded press release that will be posted in select newspapers as well as trade magazines that are in the areas/regions we anticipate offering our services in)
- b. **Announcement of award through any applicable social media sites** (Will issue an announcement of the award through Facebook, Linked In and Twitter).
- c. **Direct mail campaigns** (Will mail out a brochure to select members as well as potential members within a 250 mile radius of our office. New brochures to new potential clients shall be updated and mailed out every 3 months).
- d. **Co-branded collateral pieces** (Topwater Construction Services looks to start by designing a Co-branded postcard style marketing piece that will be sent out to existing as well as prospective customers giving a brief yet flashy rendition of who each of us are and what each of us can offer in terms of services that will benefit them by choosing us. This will allow them to see who both Topwater and Tips are as well as what we specialize in and give them an idea as to what we can offer to assist them with.

After the first initial piece goes out we will follow that up with a phone call a week later if they haven't already reached out to us to ensure they received our piece and see what their specific interest are. This is where we will offer to send out a more in-depth marketing piece to provide them with a more elaborate break out as to what we can offer in specific categories that fit their personal needs. Within a few days of sending out this more in-depth brochure we will contact them to ensure they have received it and offer to assist in answering any comments, questions or concerns. This will be the moment when we will reach out if they haven't requested us to on their own accord and set up a meeting too come out and give a full blow presentation where we can personally discuss all that we offer to meet their needs as a consumer.

This is the moment when we will have a folder which will have tabs for all areas that we feel suit the needs of that specific customer. This in person formal meeting will allow us to present our portion as to all areas we feel are potential areas that will serve them well as well as discuss all other areas that may or may not serve them. This marketing packet will include a tabbed section for each service we provide with an elaborate breakout of services offered for that section. It will have tabs for references, past jobs of similarity as well as pictures of previous sites and setups. This is where we take the time to have that one on one approach and offer the extensive breakouts to showcase all areas that will help save them both time and money while not jeopardizing the quality. This will be the point that a face will come to be recognized with our brand and the beginning to a new relationship that will withstand an ever evolving construction trade. First impressions say a lot and with that in mind you can count on our marketing approach to be familiar yet fresh with our own little touch on it.

- e. **Advertisement of contract in regional or national publications** (We will look to advertise with the ECM, The City of Katy, City of Fort Bend, City of Richmond, City of Rosenberg, City of Spring, City of Magnolia, local and national construction and electrical magazines and publications as well as entertain any suggestions from our local TIPS representative).
- f. **Participation in trade shows** (Upon confirmation of award we will get with our local representative for Tips to evaluate with us which shows best suit us both and make it a point to show our support in marketing the TIPS brand as well as our own. We intend on participating in the local TIPS shows as well).

2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

(Through our marketing there will be sections that break out the benefits for which can be offered and how it can benefit our targeted customer by using a co-op. When the time comes where we are face to face with a potential customer we will have marketing brochures that we can utilize to help assist in further explaining the benefits of utilizing the purchasing system and how it will save them time, money and give them the comfort of knowing they can continuously use the same contractor time and time again that's been prescreened and a member of a Nationally recognized and known organization. In the event that we are pursuing a large entity that we feel a little extra support is needed we will reach out to TIPS and request a representative come along or work alongside us in courting the potential new client).

3. Explain how your company plans to market this agreement to existing government customers.

We feel we have done a good job at marketing the TIPS brand with our existing customers, in regards to existing customers that perhaps have been inactive or shown little activity that's where I feel we'd need to go in and show them examples from previous customers with similarities that would be beneficial to them. This would require having some testimonials which we already have and going in-depth to explain as to how it will benefit them just like as if they were a new customer seeing that whatever pitch they were initially given didn't quite sell them to the degree it should have.

4. Provide the revenue that your organization anticipates for the first three (3) years of this agreement.

\$ 2,000,000.00 in year one

\$ 2,600,000.00 in year two

\$ 3,380,000.00 in year three

This would be a 30% increase per year for the first three years.

TAMMY CANTON

31780 Rogers Road Fulshear, Texas, 77441 281-743-4118 tammy@topwatercsllc.com

WORK EXPERIENCE

TOPWATER CONSTRUCTION SERVICES, LLC, KATY, TX

Owner, Dec 2012 – present

- Payroll
- Taxes
- Invoicing/Billing
- Marketing
- Establish and maintain relationships with individual or business customers or provide assistance with problems these customers may encounter.
- Oversee the flow of cash or financial instruments.
- Review collection reports to determine the status of collections and the amounts of outstanding balances.
- Evaluate financial reporting systems, accounting or collection procedures, or investment activities and make recommendations for changes to procedures, operating systems, budgets, or other financial control functions.
- Evaluate data pertaining to costs to plan budgets.
- Establish and maintain relationships with individual or business customers or provide assistance with problems these customers may encounter.
- Review collection reports to determine the status of collections and the amounts of outstanding balances.
- Evaluate financial reporting systems, accounting or collection procedures, or investment activities and make recommendations for changes to procedures, operating systems, budgets, or other financial control functions.
- Evaluate data pertaining to costs to plan budgets.
- Establish and maintain relationships with individual or business customers or provide assistance with problems these customers may encounter.
- Evaluate data pertaining to costs to plan budgets.
- Evaluate data pertaining to costs to plan budgets.
- Establish and maintain relationships with individual or business customers or provide assistance with problems these customers may encounter.
- Evaluate data pertaining to costs to plan budgets.
- Prepare contracts and negotiate revisions, changes and additions to contractual agreements with architects, consultants, clients, suppliers and subcontractors.
- Prepare and submit budget estimates, progress reports, or cost tracking reports.
- Plan, organize, or direct activities concerned with the construction or maintenance of structures, facilities, or systems.
- Take actions to deal with the results of delays, bad weather, or emergencies at construction site.
- Inspect or review projects to monitor compliance with building and safety codes, or other regulations.

- Obtain all necessary permits and licenses.
- Direct and supervise workers.
- Prepare contracts and negotiate revisions, changes and additions to contractual agreements with architects, consultants, clients, suppliers and subcontractors.
- Prepare and submit budget estimates, progress reports, or cost tracking reports.
- Direct and supervise workers.
- Prepare contracts and negotiate revisions, changes and additions to contractual agreements with architects, consultants, clients, suppliers and subcontractors.

EDUCATION

KEMPNER HIGH SCHOOL, SUGAR LAND, TX
High School Diploma, Jun 1993

WCJC, SUGAR LAND, TX

ADDITIONAL SKILLS

John Canton

1005 Airline Dr
Katy, Texas, 77493
281-723-3706
ren@tronelectric.com

WORK EXPERIENCE

Tron Electric, Inc.

President

KatyTX

Jun 1993 – present

- Tron Electric is a family owned and operated electrical company in the heart of downtown Katy, Texas. As President, my goal is to perform exceptional work with a fair budget in mind. Listed are several duties and task I meet on a weekly basis.
- Maintain current electrician's license or identification card to meet governmental regulations.
- Provide preliminary sketches or cost estimates for materials or services.
- Advise management on whether continued operation of equipment could be hazardous.
- Inspect electrical systems, equipment, or components to identify hazards, defects, or the need for adjustment or repair, and to ensure compliance with codes.
- Direct or coordinate an organization's financial or budget activities to fund operations, maximize investments, or increase efficiency.
- Direct, plan, or implement policies, objectives, or activities of organizations or businesses to ensure continuing operations, to maximize returns on investments, or to increase productivity.
- Appoint department heads or managers and assign or delegate responsibilities to them.
- Implement corrective action plans to solve organizational or departmental problems.
- Administer programs for selection of sites, construction of buildings, or provision of equipment or supplies.
- Analyze blueprints and other documentation to prepare time, cost, materials, and labor estimates.
- Confer with engineers, architects, owners, contractors and subcontractors on changes and adjustments to cost estimates.
- Prepare estimates used by management for purposes such as planning, organizing, and scheduling work.
- Set up cost monitoring and reporting systems and procedures.
- Prepare and maintain a directory of suppliers, contractors and subcontractors.
- Analyze blueprints and other documentation to prepare time, cost, materials, and labor estimates.
- Prepare estimates for use in selecting vendors or subcontractors.

EDUCATION

IEC

Four Year Trade, May 1996

Houston, TX

- Four years of trade school with the IEC.

ADDITIONAL SKILLS

- Taught first year apprenticeship at the IEC

Simmie C. DeVille, Jr.

1005 Airline Drive, Katy, Texas 77493
simmie@topwatercsllc.com
281.347.0820 (Office)
281.347.4006 (Fax)
281.733-9931 (Cell)



Experience

Experienced in the sales, estimating, planning, performance, and coordination of construction projects that vary from new construction, mechanical, electrical, plumbing, asbestos abatement and mold remediation. An ample amount of knowledge and ability to properly read, review, and decipher architectural, civil, structural, mechanical, electrical, and plumbing plans and specifications. Review asbestos reports and manage the proper removal and disposal under Texas Department of Health Safety.

The ability to properly manage and coordinate the responsibilities of Project Managers, Superintendents, Foreman, Lead Man, and Workers. While properly managing the profit and loss of multiple multimillion dollar projects as well as coordinating the efforts of the management associated with running the job site in a timely and profitable manner. Specializing in the coordination of running a high volume office by keeping and or implementing a filing system that allows personnel to keep up with various ongoing jobs while keeping accurate accounts of job costs and P & L statements.

An ample amount of sales experience that has come from owning a business that was strictly sales related along with 8 plus years of construction sales experience in commercial construction. The ability and knowledge to know that I have to sell myself before I can sell the company's product by providing the customer with a feeling of comfort and value that leads to repetitive business opportunities by taking the time to know my customer and the product being sold. The ongoing relationships I've been able to establish come from the extended level of care provided during the sale and continues through the duration of the project. You have to stand behind what you sell and believe that it is indeed a good product, if I don't believe in it, then I don't sell it. The ability to adapt to whatever the occasion calls for in order to provide the extra little things necessary that might be the deciding decision in closing what to many might not have been a closeable sale.

A well rounded knowledge of all things related to the New Construction industry from concrete slabs & foundations to the specialty roofing systems designed to withstand CAT 5 hurricane activities and winds, as well as everything in between.

An ample amount of knowledge in the renovation side of construction where one never knows what might be lurking behind a wall or under a slab. From re piping plumbing and HVAC systems to fix foundations to reconstructing schools and everything in between.

A wide variety of well established sub vendors and sub contractors to assist in the execution of any and all projects related to the construction industry that I have had the opportunity to be very intimately involved with for several years. Having multiple subs allows me to get multiple prices and qualify all my numbers during the estimating portion of this business to ensure my customer gets the best price and my company gets to make the best margins possible.

An abundance of plumbing experience that includes preventive maintenance, emergency repairs, and new construction of a variety of different plumbing systems that includes working with copper pipe, black screw pipe, Victaulic pipe, acid waste, galvanized pipe, medical gas pipe and cast iron. Intensive experience of the installation of boilers, medical gas systems, gas systems, grease exhaust systems, waste systems, acid waste systems, and water piping systems.

Basic knowledge of codes and permits related to occupancy permits, building permits, and building codes.

History of maintaining compliance to OSHA safety standards and environmental standards directly related to the construction industry. A basic knowledge of the asbestos abatement and mold industries standards, laws, and practices.

Proficient in Microsoft Word, Microsoft Excel, as well as a variety of other computer related programs.

An aggressive can do attitude that allows me to quickly establish common ground and gain the respect of individuals at all professional levels. Starting at the bottom and working my way to the top has humbled me and allows me to manage individuals on a different level cause I'm able to relate to what each key individual may be going through. A company is only as good as its weakest link and my goal is to set the bar high and offer others all the tools and resources needed to continually raise their bar and self-wealth along the way.



Work History

Construction Manager, Sr. Project Manager, Salesman, Estimator

CAS Companies, LP, Stafford, TX

2007-Current

- St. Andrews (Mechanical Piping Renovations).
- San Jacinto Elem. DPISD – (Lighting Renovations).
- Gaines Mason Auditorium DPISD - (Acoustical Ceiling Tile/Lighting).
- DEAP Center DPISD - (Acoustical Ceiling Tile/Lighting Renovation).
- Wolthers Admin Bldg. DPISD – (Kitchen Renovation).
- Deer Park High School South Campus DPISD – (Locker Rm./Shower Renovation).
- ICE Unit Bay View Detention Center – (Hurricane Renovations).
- Sun Chase Condos – (Hurricane Renovations)
- Simon Properties Galleria – (Ice Rink Improvements)
- Deer Park Agriculture Center – (Renovations to Metal Goat Barn).
- Deer Park Agriculture Center – (Installation of Catch Basins & Asphalt Paving).
- Parkwood Elem. School DPISD – (Concrete Paving & Lighting Renovations of 3 Parking Lots).
- Child Nutrition Center DPISD – (Remodel & Renovations).
- North Campus Baseball Field – (Dugouts Remodel & Renovations).
- Bonnette Jr. High School DPISD – (Concrete Paving & Asphalt Renovations of 3 Parking Lots).
- Deepwater Elem. School DPISD – (Electrical Enclosure Free Standing Building, Design and Build)
- South Campus High School DPISD – (Performing Arts Center – Design and Build Sound Booth & Electrical Renovations)
- Deer Park Jr. High School DPISD – (Renovations of the Special Need, Sew Lab and Life Skills Rooms)
- North Campus High School DPISD – (Major Asbestos Abatement of entire 1st and 2nd Floor)

Journeyman – Superintendent/Project Manager

Klare Plumbing, Tomball, TX

2005-2007

- Hartman Middle School - (New Construction Plumbing).
- 2727 Kirby Tower - (New Construction Plumbing).
- Bruker, Inc. Training Facility - (New Construction Plumbing).

Journeyman – Superintendent

Magnum Mechanical, Houston, TX

2004-2005

- Irma Dru Hutchison Elem. School - (New Construction Plumbing).
- LBJ Hospital - (Medical Gas Renovations).
- University of Houston Library Downtown - (Roof Drain Systems/Waste Piping Systems).

Journeyman – Lead Man

Raven Mechanical, Houston, TX

2003-2004

- Conroe Regional Med Ctr. - (Pipe Change Out).
- Conroe Regional Med Ctr. - (Medical Gas Renovation).
- Saint Vincent de Paul Catholic Church – (Emergency Waterline Repair).
- Hermann Hospital Medical Center - (Medical Gas Renovation).
- St. Luke's Woodlands - (Medical Gas Renovations).

Journeyman – Superintendent

Siemens Building Technologies, Houston, TX

2001-2002

- Crowne Plaza Hotel - (Air Handler Renovations).
- Crowne Plaza Hotel - (Boiler Renovations).
- Holiday Inn San Antonio - (Chiller Re Pipe/Air Handler Install).
- Hilton in Clear Lake - (Air Handler Renovation).

Owner/Operator

S.D. & R. Humble Feed & Supply, Humble, TX

1999-2001

- Feed & Supplies Sales - (Sales & Marketing).
- U-Haul Rental Service - (Sales, Reservation, Marketing).

ALLIED SURETY

SURETY BONDING

December 8, 2015

Mr. David Mabe
TIPS Cooperative Purchasing Systems
4845 US Highway 271 North
Pittsburg, Texas 75686

RE: Surety Line of Credit for Top Water Construction Services

Dear Mr. Mabe:

This letter is to confirm that we currently have an established bond line for Top Water Construction Services.

Their surety is provided by a company rated A by the A.M. Best Guide and appears on the U. S. Treasury Circular. As with any bonding obligation, this offer is subject to specific market conditions, and normal underwriting guidelines.

Should you need any further information, please call.

Sincerely,



Lisa Rockett
Attorney in Fact

LR/lr

Contractor License

State	License Number
Texas	Not Required

**** Contractor must list each state that they are licensed to work. Contractor must also add these states to the Pricing Exhibit, that includes a coefficient for each state.**
**** Contractor will only be awarded states listed on this sheet.**

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful?

(Check one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Check one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Topwater Construction Services, LLC

Name of authorized representative Tammy Canton

Signature of authorized representative T. Canton

Date 12/07/2015

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: _____ Topwater Construction Services, LLC _____

Vendor Address: _____ 1005 Airline Dr. Katy, TX 77493 _____

Vendor E-mail Address: _____ tammy@topwatercsllc.com _____

Vendor Telephone: _____ 281-347-4010 _____

Authorized Company Official's Name: _____ Tammy Canton _____

Signature of Company Official: _____ *T. Canton* _____

Date: _____ 12/7/2015 _____