

**LIMITED ASSIGNMENT OF TIPS AWARDED JOB ORDER CONTRACT  
TERMS AND CONDITIONS OF LIMITED ASSIGNMENT**

The following tri-party limited assignment of contract (“Assignment”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a department of Texas Region 8 Education Service Center, a governmental entity, and the Assignor and Assignee identified herein (individually, “Party”, and collectively the “Parties”) and this Assignment shall exclusively govern the terms of the limited assignment between the Parties. This Assignment is created to transfer to Assignee certain contractual rights and obligations afforded to Assignor through its awarded TIPS Contract(s) identified herein.

TIPS Contract(s) Subject to Assignment: *(include contract name & number)*: \_\_\_\_\_

**Trades, Labor and Materials (JOC) 23010402**

Assignor *(Awarded TIPS Contract Holder)*: **Kirkland and Associates LLC**

Assignee *(Entity Assigned Contract)*: **B Co Roofing and Construction LLC**

Assignment Number *(Included by TIPS)*: **23010402-5159**

Effective Date(s) of Assignment: **4/6/2026**

**I. Authority.** Contracts are a form of intangible property and Texas law permits the assignment of some or all of a party’s rights or the delegation of some or all of a party’s performance, or both to a third-party. TIPS, as a government entity, publicly procures, evaluates, and awards Vendors (“Awarded TIPS Vendors”). Upon award, Awarded TIPS Vendors enter into a contract with TIPS which controls the legal terms, conditions, limitations, and pricing which apply to Awarded TIPS Vendors’ sales to TIPS’ public entity and non-profit TIPS Member Customers. The intent of this Assignment is to permit an Awarded TIPS Vendor, Assignor, to delegate and assign limited rights and obligations under its TIPS Contract(s) to Assignee to enable Assignee to make sales to TIPS’ public entity and non-profit TIPS Member Customers subject to the legal terms, conditions, limitations, and pricing which apply to Awarded TIPS Vendors’ sales. ***This Assignment does not qualify Assignee as an individually Awarded TIPS Vendor but does qualify the Assignee to make sales under the Assignor’s TIPS Vendor Agreement herein assigned.***

**II. Assignee Prerequisites.** Prior to the execution of this Assignment, Assignee must provide to TIPS a completed TIPS Reference Form, provided by TIPS, in which Assignee must provide at least three (3) current and valid references from unaffiliated entities that have used Assignee’s services within the last three years. While it is preferable that those references are governmental entities, it is not required. Assignment cannot be completed without sufficient positive responses from the provided references. Prior to the execution of this Assignment, the Assignee must provide to TIPS proof of bonding capacity equivalent to the estimated cost of the anticipated project subject to this Assignment. This required proof of bonding capacity must have been issued on or after the date on which TIPS provided this document to Assignee. Assignee may need to provide additional capacity in the event that the estimated cost of the project subject to this Assignment increases.

**III. Limited Assignment.** Assignor retains all contractual rights and obligations under the identified contract and may continue operating under its assigned TIPS Contract(s) subject to the terms and conditions therein. However, Assignor is temporarily assigning and delegating, limited, non-exclusive rights under the referenced contract to the Assignee for the purpose of performing and completing the sale of construction or installation related projects(s) as specifically granted by the Assignor, in writing, and as permitted under the assigned TIPS Contract(s) terms. Assignor agrees that, with the agreement of TIPS, Assignor has the right to assign and delegate the TIPS Contract(s) and that the Assignor has not done or knowingly permitted any act, deed or thing by which the contractual rights can be impeached or affected in any manner. Assignor agrees that it will not do any act which may prevent or hinder the Assignee from enforcing the assigned contractual rights. Assignor directs the Assignee to complete the contractual obligations, which would otherwise be the responsibility of the Assignor, but which have been transferred as indicated herein, with the Assignee. It is agreed that this Assignment will inure to the benefit of and be binding upon the Parties to this Assignment, their heirs, executors, administrators, and successors respectively.

**IV. Liability.** The Parties agree that Assignee shall be legally responsible for all TIPS sales made pursuant to this Assignment. Assignee hereby knowingly, expressly releases TIPS and Assignor, their directors, employees, affiliates, agents, contractors, successors, and assigns and agrees that TIPS and Assignor shall have no liability for any alleged act or omission of Assignee or any third-party arising out of TIPS sales made pursuant to this Assignment or purporting to be made pursuant to this Assignment.

**V. Supplemental Purchase Agreements or Contracts for Assignee TIPS Sales.** Assignee and TIPS Member Customers may agree to enter into a direct or supplemental contract, agreement, purchase order, or other similar purchase document, including its own specific terms, (“Supplemental Purchase Agreement”) which Member Customer may do at its sole discretion. TIPS and Assignor are not a party to any Supplemental Purchase Agreements entered into between TIPS Member Customer and Assignee.

**VI. Indemnity.** Assignee agrees to indemnify, defend, and hold harmless TIPS and Assignor, their directors, employees, affiliates, agents, and contractors, successors, and assigns, from and against any and all claims, losses, damages and/or expenses, including, but not limited to damages, judgments, attorneys’ fees, expert witness fees, court costs, and costs of settlement arising out of claims related to TIPS sales made pursuant to this Assignment or purporting to be made pursuant to this Assignment. TIPS and Assignor shall not be liable for any claims arising out of alleged violation of any Supplemental Purchase Agreement between Assignee and TIPS Member Customers, any payment or non-payment for any TIPS sales, or any alleged defects of goods or services. Payment or non-payment for TIPS purchases between TIPS Member Customers and Assignee and inspections, rejections, or acceptance of such purchases shall be the exclusive obligation of TIPS Member Customers and Assignee, and disputes shall be handled in accordance with the terms of the assigned TIPS Contract(s) identified herein and any Supplemental Purchase Agreement entered into between Assignee and TIPS Member Customer. TIPS and Assignor are not dealers or resellers of Assignee’s goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Assignee’s goods and services, should any arise.

**VII. Assignor Assumption of Risk.** The Parties intend that Assignee shall be responsible and liable for its own TIPS sales pursuant to this Assignment. However, Assignor agrees that it is voluntarily assigning and delegating rights and obligations under its awarded TIPS Contract(s). In doing so, Assignor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless from and against any and all losses, claims, actions, demands, allegations, suits, judgments, costs and expenses, and all other liability of any nature whatsoever, arising out of claims related to Assignee’s TIPS sales made pursuant to this Assignment or purporting to be made pursuant to this Assignment that may be asserted against Assignor whether rightfully brought or otherwise.

**VIII. Specific Sale Approval.** No TIPS sale may be made by Assignee until authorized by Assignor and TIPS through execution of the TIPS “Specific Project Approval for TIPS Vendor Contract Assignment.” TIPS shall enter the executed “Specific Project Approval for TIPS Vendor Contract Assignment” form in the Assignor’s file at the TIPS offices as a record of the permitted transaction under this assignment. All “Specific Project Approval for TIPS Vendor Contract Assignment” forms executed by the Parties under this assignment shall be incorporated into this Assignment by reference as if copied verbatim herein. Any sale made by Assignee pursuant to this Assignment without execution of the TIPS “Specific Project Approval for TIPS Vendor Contract Assignment” is in violation of this Assignment.

**IX. Exclusivity.** This Assignment is non-exclusive. It is agreed that the Assignor may assign contractual rights under the named contract to one or more Assignees at any time with the approval of TIPS.

**X. Bonding & Insurance.** Payment and Performance or other bonding or insurance requirements of the TIPS Member Customer for an Assignment sale are the responsibility of the Assignee. When applicable, performance bonds and payment bonds will be required on construction or labor-required jobs. Assignee will meet the TIPS Member Customer’s local and state purchasing requirements. Bond costs are passed through at cost to the TIPS Member Customer and are not subject to the TIPS Participation fee due to TIPS. The actual cost of the bond will be passed through to the TIPS Member Customer and shall be added to the purchase order or Contract at no markup.

**XI. Specific Sale Survival Clause.** The terms and conditions of this Assignment and the assigned contract(s) identified herein shall apply to any TIPS sale of goods or services by Assignee, which is properly permitted pursuant to the terms and conditions of this Assignment, and shall survive termination of this Assignment or the termination of the Assignor's assigned Contract(s) identified herein until completion of the TIPS sale of goods or services by Assignee.

**XII. Termination for Convenience.** TIPS reserves the right to immediate termination of this Assignment at will, for cause, no cause or for convenience, with the issuance of written or electronic notice to the other two Parties at the addresses provided in the signature block herein. This Assignment may be terminated by any Party for cause, no cause or for convenience with ten (10) days written notice to the other Parties. Assignee is not granted rights to assign or delegate and rights or obligations under the assignment to any party or for any purpose.

**XIII. Consideration.** In consideration thereof, the Assignor acknowledges receipt of \$500 flat fee per project paid by the Assignee as good and valuable consideration. Other additional consideration may be demanded and received by the Assignor from the Assignee in relation to this assignment.

**XIV. Controlling Terms.** Assignee agrees to be bound by all terms and conditions of the named TIPS contract and shall comply with all applicable federal, state and local law, regulations, and rules. The Assignor's TIPS Contract(s), the incorporated Request for Competitive Sealed Proposal (RCSP, RFQ, or RFP), and the Assignor's comprehensive response to the TIPS Request for Competitive Sealed Proposal (RCSP, RFQ, or RFP), are hereby incorporated herein in full and are as binding upon the Assignee as they are upon the Assignor for all TIPS sales made by Assignee pursuant to this Assignment. If all named documents of Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. By signing this Assignment, Assignor expressly authorizes TIPS to release all portions of Assignor's solicitation response(s) and TIPS Contract(s) to Assignee including all pricing and documentation whether or not deemed confidential by Assignor. It is the responsibility of each party to request, obtain, and read each document making up Assignor's TIPS Contract(s) identified herein. The signature of a party is express confirmation that the signing Parties read, understand, and agree to the terms of the documents making up Assignor's TIPS Contract(s), whether or not included in Exhibit "A."

**XV. Payment of the TIPS Administration Fee.** Payment of TIPS Administration Fees, as provided for in the documents named in Exhibit "A," shall be the responsibility of the Assignee. The TIPS Administration Fee is set forth in Exhibit "A" and is typically up to 2% of the total price of any sale under the assigned TIPS contract(s). The Assignee shall pay the designated TIPS Administration Fee which is typically up to 2% of the total price of any sale under the assigned TIPS Contract(s).

**XVI. Reporting TIPS Sales.** All TIPS sales made by Assignee pursuant to this Assignment must be reported to TIPS as required by the assigned contract and as instructed by TIPS.

**XVII. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Assignment.

**XVIII. Entire Assignment.** This Assignment constitutes the entire Assignment of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

**XIX. Severability.** If any term(s) or provision(s) of this Assignment are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Assignment, and the remainder of the provisions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Assignment to be inconsistent with the intent of the Parties hereto.

**XX. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Assignment shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

**XXI. Binding Assignment.** This Assignment shall be binding and inure to the benefit of the Parties hereto and their respective heirs, and legal successors.

**XXII. Headings.** The paragraph headings contained in this Assignment are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Assignment.


**XXIII. Choice of Law and Venue.** This Assignment shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Assignment or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of this Assignment or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

**XXIV. Immunity.** The Parties agree that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

**XXV. Relationship of the Parties.** Nothing contained in this Assignment shall be construed to make one Party an agent of another Party nor shall any party have any authority to bind another in any respect, unless expressly authorized by the other party in writing. Nothing herein creates a relationship of employment, trust, agency or partnership between them.

**The Interlocal Purchasing System (TIPS)**

Printed Name of Authorized Signatory: Charlie Martin

Signature:   
DA0DD903CEA74E5...

Title: COO


Address: 4845 US Highway 271 North

City, State: Pittsburg, TX

Zip: 75686 Date: 4/6/2026

Name of Assignor Company: Kirkland and Associates LLC

Printed Name of Authorized Signatory: Ryan Kirkland

Signature:   
CGB9F366B38F47D...

Title: President

Address: 1121 North Academy Ave A

City, State: New Braunfels, TX

Zip: 78130 Date: 4/6/2026

Name of Assignee Company: B Co Roofing and Construction LLC

Printed Name of Authorized Signatory: Courtney Bukowski

Signature:   
C81673B3A3D8478...

Title: Managing Member

Address: PO Box 310345

City, State: New Braunfels, TX

Zip: 78131 Date: 4/6/2026

Primary Contact Name: Beau Bukowski or Courtney Bukowski

Primary Contact Phone: 830.481.5221

Primary Contact Email: beau@constructTX.com or courtney@constructtx.com

## EXHIBIT "A"

Exhibit "A" includes:

1. Assignor's TIPS Contract, including Vendor's entire proposal, is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.
2. The TIPS Request for Competitive Sealed Proposal related to this assignment is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.

TIPS staff inserts below the above-named documents:

Assignor's TIPS Contract: [https://www.tips-usa.com/assets/Vendorspdf/23010402\\_CONTRACT\\_Trades\\_JOC\\_Kirkland.pdf](https://www.tips-usa.com/assets/Vendorspdf/23010402_CONTRACT_Trades_JOC_Kirkland.pdf)

TIPS Request for Competitive Sealed Proposal: [https://www.tips-usa.com/assets/Commoditypdf/230104%20TIPS%20Request%20for%20Competitive%20Sealed%20Proposals%20\(RCSP\)%20-%20\(Part%202\).pdf](https://www.tips-usa.com/assets/Commoditypdf/230104%20TIPS%20Request%20for%20Competitive%20Sealed%20Proposals%20(RCSP)%20-%20(Part%202).pdf)

**If all named documents for Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit "A" prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit "A." It is the responsibility of each Party to request, obtain, and read each document making up Assignor's TIPS Contract(s) identified herein. The signature of a Party is express confirmation that the signing Parties read, understand, and agree to the terms of the documents making up Assignor's TIPS Contract(s), whether or not included in Exhibit "A."**