



GLOBAL DISASTER SOLUTIONS

MASTER SERVICE AGREEMENT

Between

COTTON COMMERCIAL USA, INC.

and

Gregory Portland ISD

Dated

8-24-23

Cotton MSA#: _____

Account Manager: _____

Master Service Agreement

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- “A” Rate Sheet
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MASTER SERVICE AGREEMENT

This Master Service Agreement (hereinafter "MSA") is entered into effective as of the 23rd day of August, 2023 (the "Effective Date"), by and between **COTTON COMMERCIAL USA, INC.** and its affiliates, including parents, subsidiaries, partnerships or any other legally related entities (hereinafter called "Cotton"), as General Contractor, and Gregory Portland ISD (hereinafter called "Company"), as Company.

WHEREAS, Company may from time to time desire Cotton to perform work and/or provide labor, services, equipment, machinery, materials, goods or supplies in the conduct of disaster recovery and restoration services for Company in accordance with BuyBoard Contract No. 675-22; and

WHEREAS, Company and Cotton desire to establish certain general terms and conditions which shall apply to and become part of each and every contract entered into between the parties in accordance with BuyBoard Contract No. 675-22.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **THE WORK**

- (a) Cotton agrees to furnish all labor, supervision, materials, fixtures, equipment, tools, supplies, goods, other property and services necessary to perform in a good and workmanlike manner, initial damage assessment, as described in attached Exhibit 3 attached hereto and all of the work and services agreed to in writing by the parties hereto in an executed Service Work Order (the "Work") in compliance with any applicable Contract Documents. For the purpose of this MSA, "Contract Documents" shall mean this MSA and all general conditions, plans, drawings, specifications, addenda and amendments, work orders, Service Work Orders and exhibits attached to any of the above, which relate to the Work, and/or are incorporated by reference.
- (b) If specified in a detailed Service Work Order executed by the parties, Cotton's scope of services may include but are not limited to property restoration and recovery, new construction, reconstruction services, roofing work, temporary Roofing, workforce staffing, temporary housing, culinary services, logistics services, asset protection, assessment and restoration of damaged property, emergency services, crew support, infrastructure support, housing and management of work forces, disposal services, spill response or remediation and any other related services requested by Company of Cotton and specified in a detailed Service Work Order executed by the parties. Notwithstanding anything herein, all Temporary Roofing if specifically authorized by a Service Work Order executed by the parties shall be performed and governed by the additional terms and conditions in Exhibit "C". This MSA covers such work at all locations unless restricted by Exhibit "2".
- (c) Cotton's scope of work specified in a Service Work Order shall include those services that are applicable to the needs of the Company and the Project. Cotton

and Company may agree to a change in description of services once Cotton has begun the Work and can more fully assess Company's needs. Company and Cotton may agree to a change in written scope of work which shall be set forth in an executed change order or a future supplemental Service Work Order but the failure to create such a supplemental document shall not be construed as a failure to agree to the scope of services of this agreement.

- (d) The Project. The term "Project" as used herein shall mean and refer to the project generally identified in an executed Service Work Order form (attached as Exhibit "B") and any subsequent agreed and written changes thereto.
- (e) Authority of Company. Company and the person signing below on behalf of Company, if different (the "Signing Party"), hereby represent and warrant that one of the following is true: (i) Company is the absolute fee simple owner of the real property (the "Property") upon which the Work is to be performed and the Signing Party is an officer of Company who is duly authorized to execute this MSA on Company's behalf and to bind Company under the terms of this MSA, or (ii) Company is the agent of the absolute fee simple owner of the Property, whose identity and contact information will be disclosed to Cotton upon Cotton's request for same, under a written property management agreement (or other written instrument in form acceptable to Cotton) that will be provided to Cotton for inspection upon Cotton's request for same, and the Signing Party is an agent of Company who is duly authorized to execute this MSA on Company's (and the absolute fee simple owner's) behalf and to bind Company (and the absolute fee simple owner) under the terms of this MSA.

2. THE CONTRACT PRICE

- (a) Charges Billed Per the Rate Sheet. During the term of this MSA, the fees and charges for the Work shall be in accordance with the most updated version of the Rate Sheet on file with the BuyBoard under Contract No. 675-22 at the time of execution of this MSA (which rate sheet is attached hereto as Exhibit "A," and incorporated herein by this reference), unless the rates or the lump sum cost for specific Work not otherwise identified on the Rate Sheet attached as Exhibit "A" are included in a Service Work Order, as described herein or are amended in accordance with the Article. The Rate Sheet on file with the BuyBoard may be modified in writing from time to time by Cotton by written submittal and agreement with BuyBoard and upon at least sixty (60) days prior written notice to Company (the "Notice Period") for materials and labor listed on the then current Rate Sheet for Contract No. 675-22; provided, however, that such modification shall not be effective for any Work Order pursuant to which Work has commenced, and such modification may not reduce the applicable BuyBoard Member Discount under Contract No. 675-22. An updated Rate Sheet for BuyBoard Contract No. 675- 2 2 shall automatically replace the current Rate Sheet without any further action on the part of any party upon delivery of the updated Rate Sheet to Company at the notice address below (or at such other address as noticed by Company in writing) upon the expiration of the Notice Period.

- (b) Contract Price. Company agrees to pay Cotton in accordance with the terms and

conditions contained herein, as follows: (1) Company shall pay Cotton the Initial Deposit in accordance with Section 2(c) below; and (2) the remainder of the Contract Price shall be paid as invoiced in accordance with Section 2(d) below until paid in full.

- (c) Initial Deposit. Company shall deliver to Cotton the Initial Deposit pursuant to the terms of the Service Work Order, if applicable. Company's failure to comply with this Section shall be a material breach of this MSA and shall entitle Cotton to immediately cease performance of the Work.
- (d) Payment. Company shall pay Cotton progress payments in accordance with the provisions hereof. Applications for progress payments shall be in written applications for payment (an "Invoice") on forms mutually agreed upon by the parties AIA Form G702, including the proposal and Rate Sheet included for any restoration Work or a continuation sheet describing the work completed for any construction Work, and shall be submitted directly to Company or Company's Designated Representative, which Invoice when submitted and certified for payment by the Company or Company's Designated Representative as having been completed in accordance with the contract documents,. Company shall pay Cotton the full amount listed on any certified Invoice within fifteen (15) calendar days of Company's receipt of an Invoice that has been certified for payment. Company agrees to pay Cotton the Contract Price in full and agrees to be legally responsible for such payment regardless of whether Company is entitled to coverage or reimbursement from an Insurance Carrier, a governmental entity or any third party.
- (e) Late Payments. There will be a late charge on all or any portion of the charges reflected on any Invoice which is not paid within thirty (30) days of the date the Invoice is delivered to Company or Company's Designated Representative, which shall equal five percent (5%) of the overdue amount. If Company does not pay Cotton within thirty (30) days after the date the Invoice is delivered to Company or Company's Designated Representative, then Cotton may, at its option, stop the Work until payment of the amount owing plus all accrued late charges have been received. In such event, Cotton may also increase the Contract Price to include Cotton's reasonable costs of shut-down, delay and start-up.
- (f) Trust Funds. All sums tentatively earned by Cotton and retained by Company by reason of the partial or complete performance of the Work and any balance of the unearned Contract Price, and all retainage shall constitute a trust fund for the purposes of (a) first, full completion of the Work, (b) second, payment of any claims due Cotton from Company; (c) third, payment to sub-Contractors, laborers and suppliers of Cotton who have valid and enforceable mechanic's lien claims or bond claims (if the Project is bonded), and such tentative earnings shall not be due and payable to Cotton, or anyone else claiming in Cotton's place and stead, excepting however a trustee in bankruptcy that has given notice to Cotton that it will perform the Work in accordance with this Contract provisions and cure any existing defaults, until and unless such Work is fully and satisfactorily completed and such claimants are fully paid and satisfied

3. CONTRACTS BETWEEN THE PARTIES

- (a) Any contract whereby Cotton agrees to perform Work must be in writing and signed by the parties. The parties shall execute a Service Work Order (“Work Order”) in the form of Exhibit “B,” attached hereto and made a part hereof, prior to Cotton beginning any Work. A Service Work Order is not binding on any party until all parties have executed the Service Work Order. Cotton reserves the right to revise and update Exhibit A (Updated Rate Sheet) from time to time in accordance with Section 2(a) of this MSA. If Company delivers to Cotton a separate Company-issued purchase order (a “Company P.O.”) such Company P.O. shall *only* be deemed to have been accepted by Cotton (as modified by Cotton) when a written acknowledgement has been delivered by Cotton to Company referencing the Company P.O. number and noting any modifications to the proposed terms of such Company P.O. (each an “Acknowledgement”). Company understands and agrees that any form of proposal, quote, estimate, bid or contract document issued by Company to Cotton is not a contract document and shall not become a part of this MSA, unless Cotton issues an Acknowledgement and executes same. As between the terms of a Company P.O. and an Acknowledgment, the terms of the Acknowledgement shall control. A fully- executed Service Work Order or a Company P.O. and related Acknowledgment signed by Cotton are referred to herein as a “Work Order.” For the sake of clarity, the only form of Work Order that is binding are: 1) a Company P.O. with an Acknowledgement or 2) a Cotton Service Work Order signed by Company.
- (b) Conflict and Priority: If any terms and conditions are included in a Work Order that conflict with this MSA, then the terms and conditions contained in the Work Order shall replace, supersede and control over the terms and conditions contained in this MSA, but ONLY where the Work Order specifically identifies the MSA term that is being changed and/or amended, clearly outlines the specific change to such term. Where the terms and conditions of this MSA and the Service Work Order do not conflict, the terms and conditions of both shall apply. Should Company allow Cotton to start or perform Work or any part of Work prior to the execution of a proper Work Order (including where no Work Order has been issued, where a Company P.O. is issued without an Acknowledgement or where Cotton has issued a Work Order but it has not yet been executed by the Company), then the governing terms of such Work performed until the Work Order is properly executed shall be those terms included in this MSA, unaltered.
- (c) All earlier dated goods and services agreement(s) between the parties are superseded by this MSA. This MSA shall apply only to Work performed in the United States of America.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

- (a) Cotton shall perform all Work as an independent contractor. Neither Cotton nor its agents or employees shall be the employees or borrowed servants of Company. Cotton shall be fully responsible for and shall have exclusive direction and control of its agents, employees and subcontractors and shall control the manner and method of carrying out the Work. No Company agents, employees or subcontractors shall be offered, entitled to or eligible for any employee benefits provided by Cotton. For the sake of clarity, Company’s indemnity obligations

included in this MSA specifically cover any and all claims by a Company agent, employee or subcontractor that they are an employee of Cotton or are entitled to any Cotton benefits.

- (b) Subcontractors. As Cotton is an independent general contractor, Cotton has exclusive authority to subcontract and to utilize other contractors (including those who are to furnish labor, services, materials or equipment) (“Subcontractors”), as it deems necessary for completion of the Work. Company hereby acknowledges and agrees that Cotton may subcontract and use Subcontractors as Cotton deems necessary in its sole discretion for completion of the Work.
- (c) At Cotton’s sole option, Cotton may employ and/or, as Cotton may elect, retain as a subcontractor, consultant or agent an affiliated or related party to Cotton (a party who controls, is controlled by or under common control with Cotton), in performing Cotton’s obligations under this MSA.
- (d) To the extent consistent with the agreed pricing specified in the Service Work Order, the Exhibit A Rate Schedule, and other contract documents, Cotton shall have the right to bill for and receive a reasonable mark up on the labor, services, materials, and equipment provided by others described under paragraphs 4(b), 4(c), and 4(d) above, including the goods and services provided by any entity under common control with Cotton.

5. INVOICING AND PAYMENTS

- (a) Each Work Order shall set forth the Initial Deposit, if any, required to be paid to Cotton in connection with the Work and the date by which it will be paid.
- (b) Cotton shall invoice Company for services and charges in connection with the Work as set forth in the most updated Rate sheet provided by Cotton to Company, in accordance with Sections 2(a) and 2(d) of this MSA.
- (c) If Company disputes a Cotton invoice, in whole or in part, Company shall notify Cotton of the dispute in writing pursuant to the Notice provision of the MSA on or before ten (10) business days following receipt of the invoice. Failure by Company to dispute an invoice within such time period shall be deemed a non-rebuttable acceptance of all Work included in such invoice and the charges on such invoice and shall be deemed a waiver by Company of its rights to dispute an invoice or its right to withhold payment therefore.

6. RISK STRUCTURE

- (a) **INDEMNIFICATION BY COMPANY.** To the fullest extent permitted by applicable law, Company shall indemnify, defend and hold harmless Cotton (and its past, present and future partners, directors, managers, officers, employees, shareholders, agents, and representatives) from and against any and all claims, demands, suits, liabilities, causes of action, losses, expenses, damages, fines, and/or penalties of any kind or nature, including all court costs, reasonable attorneys’ fees and other litigation expenses, regardless of

whether based upon or arising under equity, common law, or statute, or the law of contracts, torts (including, without limitation, negligence and strict liability without regard to fault) including a claim brought by any third party (collectively, "Claims") and arising out of:

- (i) any act or failure to act by Company, subcontractor of Company, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts they may be liable;
- (ii) Company's failure to perform (or to properly perform) all or some of its obligations under this MSA or a Work Order in accordance with the provisions of this MSA or a Work Order; or
- (iii) any material misrepresentation, either by commission or omission, under this MSA or a Work Order made by Company or any of Company's employees, subcontractor or any other person or entity under the control of Company.

(b) **INDEMNIFICATION BY COTTON.** To the fullest extent permitted by applicable law, Cotton shall indemnify, defend and hold harmless Company (and its past, present and future partners, directors, managers, officers, employees, shareholders, agents, and representatives) from and against any and all claims, demands, suits, liabilities, causes of action, losses, expenses, damages, fines, and/or penalties of any kind or nature, including all court costs, reasonable attorneys' fees and other litigation expenses, regardless of whether based upon or arising under equity, common law, or statute, or the law of contracts, torts (including, without limitation, negligence and strict liability without regard to fault) including a claim brought by any third party (collectively, "Claims") and arising out of:

- (i) any act or failure to act by Cotton, a subcontractor of Cotton, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts they may be liable;
- (ii) Cotton's failure to perform (or to properly perform) all or some of its obligations under this MSA or a Work Order in accordance with the provisions of this MSA or a Work Order; or
- (iii) any material misrepresentation, either by commission or omission, under this MSA or a Work Order made by Cotton or any of Cotton's employees, subcontractors or any other person or entity under the control of Cotton.

(c) **LIMITATIONS ON DAMAGES.** Notwithstanding anything herein or otherwise to the contrary, neither party shall be liable to the other party for any special, indirect, consequential, exemplary or punitive damages resulting from or arising out of this MSA, a Work Order or the Work, including but not limited to lost revenue, lost profits, lost business or business interruptions, or lost business opportunities, however they may be caused except in connection with indemnity related to a third party claim.

Additionally, notwithstanding anything to the contrary contained in this MSA or any Work Order, the liability of Cotton for any damages incurred or suffered by Company or any third party in connection with any claim arising out of this MSA, a Work Order or the Work shall be limited to the amount or amounts covered by Cotton's general liability insurance policy, regardless of any deductible amounts or whether or not the Company, third party, or Cotton is paid by the issuer of such insurance policy.

- (d) The indemnities contained in this Article 6 may not be relied upon by any indemnified person(s) to the extent any Claim is proven to have been caused by such indemnified person(s)' sole negligence, gross negligence, willful misconduct or breach of this MSA or a Work Order.
- (e) **DEMAND FOR INDEMNIFICATION:** Any indemnified party shall submit a demand for indemnification under the terms of Article 6, not later than the earlier of 1) the required notice period of either party's insurance notice provisions, or 2) thirty (30) days after becoming aware of the event necessitating the indemnification.
- (f) **SURVIVAL.** The obligations of this Article 6 shall survive the termination or expiration of this MSA.

7. **PERFORMANCE OF WORK AND WARRANTY**

Work Performed. The Work shall be commenced as soon as reasonably practical given the specifications of the Work following execution of a Service Work Order, and Cotton shall use reasonable efforts to substantially complete the Work within a reasonable amount of time after beginning the Work and as specified in the Service Work Order. Cotton does not guarantee completion by any specific date unless such date is specified in a Service Work Order. Should Cotton be delayed, hindered, interfered with or impeded by any act or omission of Company, or by any cause beyond Cotton's control, and if a cause of the delay, hindrance, interference or impediment is not due to any act or omission of Cotton, then Cotton shall be entitled to a reasonable extension of time for completion of the Work. Under all circumstances, Cotton shall be entitled to seven days written notice of any alleged defect and a reasonable opportunity to cure the alleged defect.

Warranty. Upon written notice and a reasonable opportunity to cure any latent defects in Cotton's or its agents', affiliated companies and subcontractors' ("Cotton Parties") workmanship and material, Cotton shall repair any latent defects that appear within one year after substantial completion of the Work by Cotton Parties. Cotton's warranty excludes any remedy for damage or defect caused by abuse, Work not performed by Cotton Parties, improper or insufficient maintenance, improper operation, site conditions known by Company and not disclosed which impact the Work, latent site conditions which impact the Work, or normal wear and tear and normal usage. EXCEPT AS EXPRESSLY SET FORTH IN THIS MSA OR A WORK ORDER, COTTON DOES NOT MAKE ANY WARRANTIES OR COVENANTS (EXPRESS, IMPLIED OR ORAL), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WORK NOR SHALL COTTON

BE OBLIGATED TO GUARANTEE FOR WARRANTY PROVIDED BY ANY SUBCONTRACTOR OR MANUFACTURER TO COMPANY.

8. INSURANCE

The obligations of this Article 8 shall apply whether or not required by any other provisions of this MSA, and these obligations shall be separate from and independent of any other provisions of this MSA. All such insurance requirements outlined in this Article shall be maintained by Company and Cotton at their sole expense at all times during the performance of any Work under the terms of this MSA and through any agreed warranty period.

- (a) **Required Coverages.** Company and Cotton shall, and shall cause their subcontractors to, provide and maintain insurance underwritten by carriers acceptable to the other and authorized to provide the minimum insurance coverages identified in Exhibit "1" attached hereto and incorporated herein by this reference. All policies shall be written using the most current versions of standard Insurance Services Office ("ISO") policy forms and endorsements, with all the coverages afforded under such standard policies, in addition to any specific requirements set forth in this MSA.
- (b) **Additional Insured and Primary Coverage.** The insurance policies required pursuant to this MSA, except for Workers' Compensation, shall be endorsed to name Cotton, or Company as the case may be, and their partners, directors, managers, officers, employees, agents, and representatives (the "Additional Insured Persons") as additional insureds, or provide blanket additional insured status that covers the Additional Insured Persons as additional insureds. All insurance required hereunder shall be primary coverage without any right of contribution from any other insurance held by any Additional Insured Person.
- (c) **Waiver of Subrogation.** All insurance policies required pursuant to this MSA shall be so written or endorsed to include waivers of all subrogation rights of the insurers against the Additional Insured Persons.
- (d) **Certificates of Insurance.** Upon execution of this MSA and prior to the commencement of the Work and upon any change, renewal, expiration or cancellation of the insurance required under this MSA, Company and Cotton shall furnish the other with certificates of insurance conforming to the requirements of Exhibit "1," certifying that the insurance is in full force and effect, but receipt of any such certificate shall not constitute acceptance thereof nor waiver of either party's responsibilities hereunder. Each certificate shall contain a provision stating the insurer agrees to give thirty (30) days prior written notice in event of cancellation, expiration or material change in the insurance. Company and Cotton shall instruct their insurers to transmit the certificate directly to each other at their respective addresses given in Article 16. Each certificate shall identify the MSA to which it applies. Upon request in writing, Cotton and Company shall provide within a reasonable time to the other party a complete copy of any insurance policy required by this MSA and which the other party requests. Failure to provide such certificates shall be considered good reason for Cotton to delay or stop any Work

until such time as the certificates are provided.

- (e) **Continuation of Coverage.** When any required insurance, whether due to the attainment of a normal expiration date or renewal date or due to cancellation by either the insured parties or their insurer(s), shall expire, the insured parties shall, prior to such termination, supply the each other with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverages required by this MSA. Any renewal or replacement policies shall be in form and substance mutually satisfactory to the both parties and written by carriers acceptable to the each other.
- (f) **Liability for Self-Insurance.** If any policy required to be purchased pursuant to this MSA is subject to a deductible, self-insured retention or similar self-insurance mechanism which limits or otherwise reduces coverage, the insured party shall be solely responsible and/or liable for such deductible, self-insured retention or similar self-insurance mechanism in the event of any loss and any Additional Insured Person shall be entitled to recover from the insured party as if such limitation(s) did not exist. Further, if any such deductible, self-insured retention or similar self-insurance mechanism limits or otherwise reduces coverage by more than 10 percent of the limits of any given policy required in Exhibit "1," then the insured party shall so inform the other party.
- (g) **Subcontractors.** Company and Cotton shall cause each of their subcontractors to carry insurance of the types and amounts set forth in this MSA, and to act in accordance with all of the other obligations set forth in this MSA. If Company or Cotton fail to ensure compliance with these requirements, it shall be responsible for any loss suffered by the other party or by any Additional Insured Person as a result of such non-compliance. When requested, each party shall furnish the other with certificates of insurance (or the full insurance policy if so requested) evidencing coverage for each subcontractor.

9. CONFIDENTIALITY

- (a) The receiving party shall treat as confidential and shall not, without the disclosing party's prior written consent, divulge to any third party or, except to the extent necessary for performance hereunder, make any use of any of the disclosing party's information which is disclosed or made available to the receiving party by or on behalf of the disclosing party and which (i) if in written format, is marked as confidential, (ii) if disclosed orally, is noted as confidential at the time of disclosure, or (iii) if disclosed by Cotton, relates to Cotton's pricing information or rates or Cotton's estimate or bid or method of estimating or bidding, Cotton's suppliers, business models, intellectual property or business methods (such information is referred to herein as the disclosing party's "Confidential Information"). Further, receiving party shall protect all of disclosing party's Confidential Information with the same level of protection it uses to protect its own confidential materials, but in no means less than reasonable standards for such protection.
- (b) The receiving party shall inform each of its officers, employees, agents and subcontractors who receive any Confidential Information (each a "Representative")

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- of the provisions of this Article 9 and, if they have not previously entered into a separate agreement with the disclosing party dealing with the confidentiality of Confidential Information, the receiving party shall require them to agree in writing to be bound by the provisions of this Article 9 in the same manner as the receiving party is bound hereunder. Notwithstanding the above, the receiving party is responsible for a breach of the confidentiality provisions this MSA by any of its Representatives.
- (c) Any Confidential Information which was in a receiving party's possession prior to its disclosure, or which is part of the public knowledge or literature from a source other than through a breach of this MSA by the receiving party or its Representative, shall not be subject to the provisions of this Article 9. Confidential Information which shall become available to a receiving party legitimately from a source other than the disclosing party shall be released from the provisions of this Article 9 to the extent necessary to permit such use and disclosures as are authorized by such source.
 - (d) It is understood and agreed that, because of the unique nature of the Confidential Information, the disclosing party will suffer irreparable harm if the receiving party or any of its Representatives breach this MSA, and monetary damages may be difficult to calculate and ascertain and not be a sufficient remedy for any such breach. Accordingly, the disclosing party is entitled to seek specific performance and injunctive or other equitable relief without the necessity of posting a bond or other security. Such remedy shall not be deemed to be the exclusive remedy for breach of this Article 9 but shall be in addition to all other remedies available at law or in equity to a party.
 - (e) Within ten (10) days after being so requested by the disclosing party, except to the extent the receiving party is advised by legal counsel that complying with such request would be prohibited by law or regulatory authority, the receiving party will return or destroy all Confidential Information. Any destruction of materials shall be confirmed by such party in writing. Any Confidential Information that cannot be returned or destroyed (such as oral Confidential Information) shall remain confidential, subject to the terms of this MSA.

10. **INFRINGEMENT OF INTELLECTUAL PROPERTY**

TO THE EXTENT PERMITTED BY TEXAS LAW IN ADDITION TO THE INDEMNITY OBLIGATIONS UNDER ARTICLE 6, COMPANY SHALL INDEMNIFY, DEFEND AND HOLD COTTON, ITS AFFILIATED COMPANIES AND SUBCONTRACTORS, AND THEIR RESPECTIVE PAST, PRESENT AND FUTURE PARTNERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (FOR PURPOSES OF THIS ARTICLE 10, THE "COTTON PARTIES") HARMLESS AGAINST ANY AND ALL CLAIMS, JUDGMENTS, LOSSES, EXPENSES, AND ANY COSTS RELATED THERETO (INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEYS' FEES) FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY BROUGHT AGAINST ANY COTTON PARTY BY ANY THIRD PARTY AS A RESULT OF ANY COTTON PARTY'S USE OF ANY INTELLECTUAL PROPERTY PROVIDED BY OR ON

BEHALF OF COMPANY, INCLUDING BUT NOT LIMITED TO ANY PATENTED PROCESSES, COMPOSITIONS, MACHINES OR ARTICLES OF MANUFACTURE. COMPANY SHALL, AT ITS COST, DEFEND THE COTTON PARTIES AGAINST SUCH CLAIMS PROVIDED THAT EACH COTTON PARTY SHALL AT ALL TIMES HAVE THE RIGHT TO BE REPRESENTED BY COUNSEL OF ITS OWN CHOOSING AT THE COST OF THE COMPANY AND TO PARTICIPATE IN THE DEFENSE OF ANY ACTION FOR INFRINGEMENT IN WHICH ANY COTTON PARTY MAY BE A DEFENDANT. SHOULD COTTON BE PREVENTED FROM PERFORMING UNDER THIS MSA BY REASON OF LEGAL PROCEEDINGS BASED UPON A CLAIM OF INFRINGEMENT, COMPANY SHALL NOT BE RELIEVED OF ITS OBLIGATION TO MAKE PAYMENT FOR SUCH WORK ALREADY PERFORMED OR ITEMS OF EQUIPMENT, MACHINERY, MATERIALS OR SUPPLIES ALREADY FURNISHED AS A RESULT THEREOF, AS WELL AS FOR ANY OTHER NON-REFUNDABLE EXPENSES ALREADY INCURRED BY COTTON AND ANY DEMOBILIZATION COSTS TO BE INCURRED BY COTTON. THE OBLIGATIONS OF THIS ARTICLE 10 SHALL NOT BE CONSTRUED TO LIMIT OR OTHERWISE NARROW THE OBLIGATIONS OF ARTICLE 6 IN ANY WAY.

11. **FORCE MAJEURE**

- (a) In the event either party is prevented from performing any of its obligations under this MSA or a Work Order by Force Majeure, such party's obligations shall be suspended during the period of such Force Majeure; *provided, however,* the provisions of this Article 11 shall not excuse the payment of any invoice for Work performed or the performance of any other financial obligation under this MSA or a Work Order.
- (b) Force Majeure shall include, without limitation, acts of God, including extreme or unusual weather events, unavoidable casualties or any cause beyond the control of Cotton or Company, including the requirements of any applicable law.
- (c) The party which is prevented from performing by Force Majeure shall advise the other party immediately of its inability to meet its obligations under this MSA or the Work Order, specifying the cause of the Force Majeure and shall advise the other party when such difficulty ceases.
- (d) When any Work contracted for is halted for more than thirty (30) days by reason of Force Majeure, either Company or Cotton may terminate the Work immediately upon written notice to the other. In such case Company shall owe Cotton only the compensation earned to the time of notice including profit earned thereon, plus demobilization costs and any additional costs provided for in the Work Order.

12. **ASSIGNMENTS**

Neither party may assign this MSA, in whole or in part, to any third party without the prior written consent of the other party, which consent will not be unreasonably withheld. Company acknowledges and agrees that the engagement of subcontractors by Cotton shall not be deemed an assignment of this MSA, in whole or in part. This MSA and each Work Order hereunder shall inure to and be binding upon the respective successors and assigns

of the parties hereto.

13. **LEGAL JURISDICTION**

- (a) The venue of any arbitration, mediation or litigation brought pursuant to this MSA shall be Bexar County, Texas. **NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS CONTRAVENING THE EXPRESS INTENTION OF THE PARTIES THAT THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES, SHALL APPLY IN ALL RESPECTS.**

14. **LAWS, RULES AND REGULATIONS**

- (a) Each party and its subcontractors shall comply with all applicable federal, state and local laws, rules and regulations, including, without exception, those pertaining to the use, application and/or handling of pesticides, plant regulators, defoliants, desiccants and/or other hazardous or dangerous substances.
- (b) Company acknowledges that hazardous or dangerous substances may be present at the sites where the Work is performed. Company shall properly protect the property of Cotton and others in connection with Cotton's performance of the Work. All solid and liquid wastes, and hazardous substances and materials introduced or generated by Company (including but not limited to paints, solvents, cleaners, fuels, lubricants, waste oils, construction/demolition wastes, etc.) shall be managed and disposed of by Company in full compliance with all applicable laws, statutes, regulations, ordinances and rules. Company shall immediately report all spills, leaks and releases to Cotton, with confirmation to be provided in writing promptly thereafter, and such written report shall include details as to the time, location and type of incident as well as Company's proposal for handling the incident. Any such spill, leak or release shall be handled and disposed of properly and in accordance with all applicable laws and regulations. In the event of any question regarding any spill, leak or release, Company shall confer with Cotton.

15. **NOTICES**

All notices, demands, requests, approvals, or other communications required or permitted under this MSA must be in writing and, unless personal delivery is effected earlier, will be deemed delivered: (a) three (3) business days after deposit in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, on a business day during business hours; or (b) the next business day after delivery to any nationally-recognized overnight delivery service on a business day during business hours for prepaid delivery on the next business day; or (c) on the business day sent, if sent by facsimile (and the sending facsimile generates a written confirmation of sending) or e-mail prior to 3:00 p.m., prevailing Texas time, with a confirming copy being sent by one of the other specified methods on the same business day; in each case addressed as set forth below: NOTE: unless changed via a written instrument and in accordance with this Article, the sending Party may fully and completely rely on the contact information in this Article for all required

notices, including but not limited to notices under this MSA, legal notices, and lien notices.

COTTON: COTTON COMMERCIAL USA, INC.
Attn: Contract Administrator/Legal
5443 Katy Hockley Cutoff Road
Katy, Texas 77493
Phone: (713) 849-9300
E-mail: legal@cottonteam.com
and

Cotton Commercial USA, Inc.
Attn: Jeff Erler, General Counsel
Address: 840 West Sam Houston Parkway North, Suite
225 Houston, Texas 77024
Phone: 877-511-2962
E-mail: jeff.erler@cottonteam.com

COMPANY: Gregory Portland ISD

Address: 1200 Broadway Blvd. Portland, Tx 78374

Phone: 361-777-1091

Email: mthieme@g-pisd.org

16. TERMINATION OF AGREEMENT AND CONTRACTS

- (a) This MSA shall continue in full force and effect for a term of five years from the Effective Date and may be extended annually thereafter by written agreement of the parties. Notwithstanding the foregoing, this MSA may be terminated:
- (i) immediately by either party if the other party fails to perform or comply with any of the terms, covenants, agreements or conditions of this MSA requiring the payment of money and such failure continues for more than ten (10) business days after written notice thereof from the non-defaulting party specifying the nature of such default in reasonable detail;
 - (ii) immediately by either party if the other party fails to perform or comply with any of the terms, covenants, agreements or conditions of this MSA other than those requiring the payment of money and such failure continues for more than twenty (20) business days after written notice thereof from the non-defaulting party specifying the nature of such default in reasonable detail;
 - (iii) immediately by either party if the other party breaches any of the terms, covenants, agreements or conditions of Articles, 6, 8, 9, and 10 and such breach is not curable, and if such breach is curable, then only if such party fails to cure such breach within ten (10) business days from receipt of written notice thereof; or

(iv) in accordance with the terms and conditions of BuyBoard Contract No. 6

75-22, or by either party upon at least thirty (30) days' prior written notice by one party hereto to the other party, except, regardless of whether notice is given, this MSA shall not terminate with respect to Work which has not yet been completed or paid for. Upon the provision of any such notice, all Work shall immediately cease if requested by the notifying party.

- (b) If this MSA is terminated, Company shall owe Cotton any unpaid compensation earned for work in process authorized by Service Work Order and performed by Cotton through the time of notice of termination plus the costs incurred to wind down the work in process and demobilize from the work site. Company shall allow Cotton 30 days to make a final accounting of the completed work in process and demobilization costs. Cotton shall submit an invoice to Company within this 30-day period and Company agrees to pay such invoice within 15 days of certification of payment in accordance with Section 2(d) of this MSA.
- (c) **The obligations to indemnify, defend, and hold harmless contained in this MSA shall survive the termination or expiration of this MSA and any Work Order.**

17. GENERAL PROVISIONS

- (a) The captions and headings used in this MSA are intended for convenience only and shall not be used for purposes of construction or interpretation.
- (b) No waiver by either party of any one or more defaults by the other party in the performance of this MSA or any contract hereunder shall operate or be construed as a waiver of any future default or defaults by the same party, whether of a like or a different character. This non-waiver provision may only be waived in writing by a party.
- (c) It is intended that if any provision of this MSA is unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, all other provisions of this MSA shall be deemed valid, binding, and still enforceable.
- (d) In the event that either party commits any material breach of this MSA including, without limitation, any breach of any indemnity obligation, in addition to any other remedy that the aggrieved party may have at law or in equity, it shall be entitled to recover all costs, including court costs and reasonable attorneys' fees, incurred in any proceeding wherein the aggrieved party seeks redress for such breach.
- (e) This MSA and the attached Exhibits and attachments (as amended from time to time pursuant to this MSA or otherwise), including any Work Order, constitute the entire agreement between Company and Cotton, and supersedes all prior written or oral negotiations, representation or agreement with respect to the material covered herein. This MSA may not be amended except by a writing signed by both parties.
- (f) This MSA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one

and the same MSA. Delivery of an executed counterpart of this MSA by facsimile or other electronic means shall be equally as effective as delivery of a manually executed original counterpart of this MSA.

- (g) Company agrees that any subsidiary or affiliate of Company (each an "Affiliate") may enter into a Work Order with Cotton and that the provisions of this MSA shall apply to such Affiliate Work Order. Company and its Affiliate shall be jointly and severally liable for such Affiliate's obligations under this MSA and such Affiliate Work Order, including all charges incurred in connection with such Affiliate Work Order.

18. SIGNATURE

IN WITNESS WHEREOF, the parties have executed this MSA by their authorized representatives to be effective as of the Effective Date

**COTTON COMMERCIAL USA, INC. and
its affiliates**
(Cotton)

COMPANY

By: James Scaife
(Signature)

By: Michelle Cavazos
(Signature)

Name: James Scaife

Name: Dr. Michelle Cavazos

Title: President

Title: Superintendent

Address: 5443 Katy Hockley Cutoff Road
Katy, Texas 77493

Address: 1200 Broadway Blvd.

Telephone: (713) 849-9300
Email of Signatory: james@cottonteam.com

Telephone: (361) 777-1091
Email of Signatory: mcavazos@g-pisd.org



Exhibit "A" 2023 Rate Schedule

I. Personnel Labor Rates:

The personnel labor classification ("Classifications") and the classification hourly rates listed below ("Classification Hourly Rates") apply to any and all personnel engaged to fulfill the terms of the Agreement, these personnel may include but are not limited to the full time employees of Cotton Commercial USA, Inc. ("Cotton"), temporary hires employed directly by Cotton, any personnel secured through subcontracted labor, or any personnel subcontracted by Cotton that falls into the labor categories below. Rates stated below are per person per hour.

<u>A. Classification - Management</u>	<u>Classification Hourly Rates</u>		<u>Classification Hourly Rates</u>
Project Consultant (PCS)	\$150.00	Project Accountant (PA)	\$83.50
Project Coordinator (PC)	\$130.00	Assistant Project Manager (APM)	\$83.50
Project Manager (PM)	\$100.00	Project Administrative (PAA)	\$55.00
Health & Safety Officer (HSO)	\$95.00		
 <u>Classification - Restoration</u>			
Drying / Equipment Technician (DET)	\$85.00	Biohazard, Trauma, Forensic Supervisor (BTFS)	\$110.00
Equipment Operator (EO)	\$78.00	Biohazard, Trauma, Forensic Technician (BTFT)	\$80.00
Restoration Supervisor (RS)	\$87.50	Biohazard, Trauma, Forensic Labor (BTFL)	\$85.00
Resource Coordinator (RC)	\$58.00	Certified Asbestos / Lead Supervisor (AS)	\$75.00
Restoration Technician (RT)	\$55.00	Asbestos Technician / Worker (AT)	\$65.00
General Labor (GLE) - (Experienced with Cotton Operations)	\$42.50	Mold Remediation Worker (MRW)	\$61.00
General Labor (GL)	\$39.00		
 <u>Classification - Construction</u>			
Metal Worker / Fabricator (FAB)	\$160.00	Wallcovering Installer (WPR)	\$60.50
Electrician (E)	\$145.00	Carpenter - Finish (FNH)	\$80.50
HVAC Technician (HVC)	\$145.00	Masonry (MAS)	\$60.00
Plumber (PLM)	\$145.00	Drywall (D)	\$58.00
Fire Suppression (FS)	\$135.00	Painter (P)	\$58.00
Welder (WLD)	\$98.50	Carpenter - Rough (FNC)	\$57.50
Scaffolder (SCF)	\$95.00	Tile Installer (TIL)	\$56.50
Estimator (EST)	\$95.00	Flooring Installer (FCI)	\$56.00
Superintendent (SP)	\$79.50	Acoustic Tile Installer (ACT)	\$55.00
Trade Supervisor (TS)	\$69.00	Insulation Technician (INS)	\$48.00
Roofer (RFG)	\$65.00		
Management Fee (Management of Customer Labor Force)	\$4.50 per hour / man		

B. Labor Considerations / Provisions:

1. All scheduled rates are per the first 40 hours worked in a week, based on a seven (7) day work week (Monday-Sunday). All hours worked in excess of 40 hours in a week will be billed at (1.5) times the normal rate schedule. Commencement of any new project Friday after 5:00PM is subject to 1.5 times normal rates. All hours will reset on Monday and subject to our normal hourly rates.
2. All holidays recognized by Cotton Commercial USA, Inc. ("Cotton") will be billed at (2) times the normal billing rates. Recognized holidays are New Years, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas. If applicable federal state, or local law requires recognition of holidays other than those recognized by Cotton, those additional holidays will be billed at (2) times the normal billing rate.
3. Cotton response personnel who are placed on stand-by by the Customer, either on site or at an offsite location, who remain dedicated exclusively to the Customer, will be billed at full rates for a minimum of four (4) hours per day. Lodging and per diem rates will also be billed for all personnel placed on stand-by.

Customer Initials: *nc* Cotton Initials: *JS*



Exhibit "A" 2023 Rate Schedule

4. Cotton reserves the right to adjust the pricing of all labor based on inflation and market conditions.
5. Travel time for personnel shall be billed to the contract at the scheduled rates. Project Consultants will be billed at 1/2 their rate.
6. The scheduled rates and provisions in Exhibit A (Rate Schedule), take into account Cotton's standard wage rates and overtime compensation practices paid to project workers. To the extent the work under a particular contract is subject to federal, state or local prevailing wage laws, Davis-Bacon Wages Act, minimum wage or minimum hour laws, collective bargaining agreements or labor shortage, which would modify Cotton standard rates and practices, Cotton USA will have the option to make adjustments in the hourly rates and other provisions stated above or invoice all wages at a fixed rate not to exceed (1.3) times on any and all of the classifications listed above.
7. Cotton reserves the right to mobilize one or more qualified safety officers to any emergency response project to oversee site safety. The quantity of safety officers mobilized to a project will be dependent on the scope of work to be performed and the necessity for safety personnel in each work location or zone. Safety officers will remain on site and work with response personnel for the duration of the project or until is mutually agreed upon by Cotton Management and authorized Customer Representatives that these services are no longer required.
8. Under certain circumstances, Cotton may need to engage additional personnel in the categories listed above. If the cost for these personnel exceeds our listed price, Cotton USA will charge the cost and management and oversight fee at a fixed amount not to exceed (1.3) times cost.

c. EXPENSES / REMBURSABLE

A. UNSCHEDULED / SPECIALTY WORK:

If a specific need for a particular trade or service, which Cotton USA does not provide or is unable to provide, for the project, the amount invoiced will be billed at cost and a management and oversight fee at a fixed amount not to exceed (1.2) times cost.

B. TRAVEL, LODGING AND PER DIEM

Cotton shall be compensated for costs incurred for travel, lodging and per diem costs (" Incidental Costs ") for all workers assigned to the project. All Incidental Costs will be billed at actual cost with a management and oversight fee at a fixed amount not to exceed (1.2) times cost. If actual costs cannot be determined for any reason, such Incidental Costs shall be determined in accordance with the rates set by the United States General Services Administration, the Department of Defense, or the State Department, and the management and oversight fee will be billed at a fixed amount not to exceed (1.2) times cost. Standard Per Diem reimbursement is \$45.00. Due to regional costs, there will be a \$60.00 per diem rate paid to employees for projects in following states including but not limited to New York, New Jersey, Connecticut, Rhode Island, Massachusetts, New Hampshire, Nevada, Oregon, Washington, California, Maine, and Washington D.C. If it is necessary to use multiple hotels to house project personnel during a declared State of Emergency, Cotton will use the average nightly rate of up to three hotels that house project personnel (Cotton and/ or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

C. FREIGHT / TRANSPORTATION FEE'S

Cotton shall be compensated for costs incurred for the transportation of equipment and materials to the site of work and for the transportation back of equipment and any remaining supplies and materials, upon completion of the work. All such costs shall be billed at actual cost and a management and oversight fee at a fixed amount not to exceed (1.2) times cost.

D. TAXES AND PERMITS

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes, consumptions taxes, gross receipts tax, valued-added taxes, transaction taxes, turnover taxes, good and services taxes, or any other taxes that are similar to indirect tax in nature ("Taxes") and any applicable federal, state or local approval, consent, permit, license and/or order fees ("Fees") incidental to performance of the work. Cotton shall be reimbursed for all such Taxes and Fees incurred with respect to the project.

Customer Initials: MC Cotton Initials: JS



Exhibit "A" 2023 Rate Schedule

E. STATE OF EMERGENCY RESOURCE COORDINATION

Cotton reserves the right to pass all indirect costs associated with mobilization and management recovery services during an area wide event to Customers. Area wide event could include but are not limited to hurricanes, tropical cyclones, tornadoes, floods, and earthquakes. This cost will be fixed amount not to exceed (5%) percent of the total of all labor, equipment, consumables, outside services, and reimbursable (excluding taxes) on each project managed by Cotton for the first sixty (60) days of the event.

F. BACKGROUND CHECKS / TESTING

Cotton shall be reimbursed the cost for any background investigation required of Cotton employees or Cotton subcontractors beyond the background investigation routinely conducted by Cotton. Additionally, Cotton shall be reimbursed the cost for any drug testing of Cotton employees or Cotton subcontractors required to be conducted prior to the commencement of a project.

G. PREMIUM WAGES

Cotton USA when working in and around high cost-of-living areas such as Washington D.C., Los Angeles, New York, Hawaii, Boston, Philadelphia, and internationally, a fixed multiplier not to exceed 1.25 will be applied to all listed labor rates in order to account for increased costs. This premium is a fixed amount not to exceed (1.3) times cost. Any modifications to the multiplier will be submitted and become part of this agreement.

III. DOCUMENT RESTORATION SERVICES

Document drying costs will be determined per job for the following factors:

- Nature of Damage
- Moisture Saturation
- Degree of Char / Soot Residue
- Mold / Mildew / Infestation
- Smoke Odor
- Deodorization Requirements
- Contamination Factors include Debris, Sewage, and/or Hazardous Materials

Document Remediation Provision:

Labor, equipment, materials and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in the exhibit.

Customer Initials: mc Cotton Initials: JS



EXHIBIT A
Rate Schedule (cont.)

<u>Equipment Description</u>	<u>Unit</u>	<u>Daily</u>	<u>Equipment Description</u>	<u>Unit</u>	<u>Daily</u>
Air Compressor	Ea	\$ 45.00	Pump, Trash (3" or Less)	Ea	\$ 95.00
Barcode Fencing (One Time Charge)	Ft	\$ 1.00	Radio, 2 way - Job site comm.	Ea	\$ 24.00
Blower (Gas Powered)	Ea	\$ 35.00	Respirator Protection (Half/Full Face)	Ea	\$ 25.00
Cart, Tilt / Demolition	Ea	\$ 28.00	Respirator Protection (PAPR/SCBA)	Ea	\$ 85.00
Chainsaw	Ea	\$ 46.50	Saw - Kett (includes Blades)	Ea	\$ 65.00
Extraction Unit (Carpet Cleaning)	Ea	\$ 200.00	Scaffolding - Baker's 6'	Ea	\$ 35.00
Extraction Unit (Electric)	Ea	\$ 175.00	Shower Kit for Decontamination Chamber	Ea	\$ 135.00
Extraction Unit (Gas Powered)	Hr	\$ 295.00	Sprayer, Airless	Ea	\$ 189.00
Extraction Unit, Portable (Gas Powered)	Ea	\$ 300.00	Sprayer, Electrostatic	Ea	\$ 165.00
Eye Wash Station	Ea	\$ 25.00	Sprayer, Pump	Ea	\$ 8.00
Fall Protection (para-cord, lanyard and life line, includes pulley)	Ea	\$ 28.00	Trailer - Flatbed, Cargo, Reefer	Ea	\$ 195.00
Filter, Secondary HEPA Diffusers	Ea	\$ 50.00	Trailer - Command / Office	Ea	\$ 690.00
Flex Duct (includes T's and Y's)	Ft	\$ 1.00	Trailer - Fuel (refueling trailer)	Ea	\$ 375.00
Floor Buffer	Ea	\$ 75.00	Trash Can	Ea	\$ 8.50
Floor Cleaner / Stripper / Burnisher (Walk Behind)	Ea	\$ 255.00	Truck - (Bobtail/Box Truck)	Ea	\$ 190.00
Fogger, Thermal (Gas Powered)	Ea	\$ 95.00	Truck - Pulling/Tractor	Ea	\$ 205.00
Fogger, ULV / Thermal (Electric)	Ea	\$ 30.00	Utility Terrain Vehicle - (UTV)	Ea	\$ 185.00
Four Gas Meter	Ea	\$ 79.50	Vacuum, Anti-Static	Ea	\$ 105.00
Fuel Cell/Tank (Truck Mounted or Stand Alone)	Ea	\$ 85.00	Vacuum, HEPA	Ea	\$ 90.00
Gang Box/Misc. Power Tools	Ea	\$ 65.00	Vacuum, Wet/Dry	Ea	\$ 25.00
Generator (less than 10 kw)	Ea	\$ 175.00	Van, Cargo/Passenger	Ea	\$ 160.00
Generator 60 kw	Ea	\$ 475.00	Vehicle, Truck/Car	Ea	\$ 105.00
Air Scrubber(HEPA) - Small (<1000 cfm)	Ea	\$ 95.00	Washer, High Pressure (Cold)	Ea	\$ 115.00
Air Scrubber(HEPA) - Large (1001-2000 cfm)	Ea	\$ 145.00	Washer, High Pressure (Hot)	Ea	\$ 195.00
Hard Panel Containment System	Ft	\$ 1.50	Washer, Trailer Mounted	Ea	\$ 450.00
HEPA Filtered Mobile Containment Cube	Ea	\$ 225.00			
HVAC Negative Air Machine	Ea	\$ 275.00	<u>Drying Equipment Description</u>	<u>Unit</u>	<u>Daily</u>
HVAC Duct Auger	Ea	\$ 125.00	Air Mover / Axial Fan	Ea	\$ 32.50
HVAC Video Inspection System	Ea	\$ 255.00	Injection Drying Machine/Manifold	Ea	\$ 145.00
Hydroxyl / Ozone Deodorization Machine	Ea	\$ 200.00	Air Blower, Industrial High CFM	Ea	\$ 85.00
Ladder(Less than 12')	Ea	\$ 8.00	Dehumidifier Refrigerant - LG (<130 ppd)	Ea	\$ 130.00
Ladder(Greater or Equal to 12')	Ea	\$ 26.50	Dehumidifier Refrigerant - XL (>=130 ppd)	Ea	\$ 155.00
Light, Demo / Drop / Stand / String	Ea	\$ 28.00	Dehumidifier Refrigerant - XXL (>170 ppd)	Ea	\$ 160.00
Light, Tower	Ea	\$ 200.00	Desiccant Dehumidifier 150-499 CFM	Ea	\$ 280.00
Lumber - 2" X 4" (One Time Charge)	Ft	\$ 0.95	Desiccant Dehumidifier 500-999 CFM	Ea	\$ 435.00
Lumber - Plywood 1/2" (4' X 8' sheet) (One Time Charge)	Ea	\$ 63.00	Desiccant Dehumidifier 1000-2999 CFM	Ea	\$ 1,125.00
Lumber - Plywood 3/4" (4' X 8' sheet) (One Time Charge)	Ea	\$ 80.00	Desiccant Dehumidifier 3000-4499 CFM	Ea	\$ 1,350.00
Manometer, Recording Differential Pressure	Ea	\$ 80.00	Desiccant Dehumidifier 4500-6000 CFM	Ea	\$ 1,550.00
Moisture Survey - IR Camera	Ea	\$ 130.00	Desiccant Dehumidifier 6001-9999 CFM	Ea	\$ 2,050.00
Moisture Survey - Moisture Meter	Ea	\$ 26.50	Desiccant Dehumidifier 10000-11999 CFM	Ea	\$ 2,550.00
Particle Counter	Ea	\$ 225.00	Desiccant Dehumidifier 12000-15000 CFM	Ea	\$ 3,850.00
PPE Package A (3 or less)	Ea	\$ 9.50	Air Conditioner - 1 - 2 ton - Portable	Ea	\$ 275.00
PPE Package B (4 or more)	Ea	\$ 15.50	Air Conditioner - 20 - 30 ton	Ea	\$ 1,250.00
Pump, Sump (2" or less Electric)	Ea	\$ 35.00	Heater - Portable Electric - Small	Ea	\$ 105.00
Pump, Submersible (3" Electric)	Ea	\$ 248.00			

Equipment Rental Considerations:

1. Unscheduled Rental Equipment
For equipment not listed that is rented for the project by COTTON the rate invoiced to the Customer will be the rate charged to COTTON and management and oversight fee at a fixed amount not to exceed (1.2) times cost.
2. Unscheduled Purchased Equipment
If special equipment not listed above is purchased for the project, the daily rental will be 5% of the purchase price.
3. If Cotton has offered weekly and/or monthly discounted equipment rates, the customer acknowledges and agrees that Cotton's discounted rates are offered contingent upon the relevant invoice being paid in full in accordance with the payment terms in the Agreement.
4. Scheduled Rental Equipment
Under certain circumstances, Cotton may need to rent equipment listed on the Rate Schedule. If the rental for this equipment exceeds our listed price, Cotton will charge the rental rate and management and oversight fee at a fixed amount not to exceed (1.2) times cost. Listed equipment rates shall apply whether company owned or procured through a third party.
5. Cotton Supplied Small Tools Charge
A "Small Tools" charge of \$10 per general laborer based upon each billable 8-hour work day. The following "small tools" list includes but is not limited to: Adj. Wrench, Crow Bar, Pry Bar, Bolt Cutters, Broom (Com, Street, Push), Paint Brush/Roller, Buckets, Bulb (Demo Light), Chain, Chalk and Chalk Line, Dolly (Floor), Drill Bit Set, Extension Cord/3-Way, Fuel Can, Funnel, Fire Extinguisher, Hammer Carpenter/Sledge, Flashlight, Hand Truck, Ice Chest, The Cord/Twine for lay flat, Floor Scraper, Lockout Tagout Kit, Pallet Jacks, Rake (Leaf/Garden), SDS book, Dust Pan, Putty Knife, Hand Saw, Hack Saw, Scissors, First Aid Kit, Sheet Metal Shears, Shovel (Scoop, Spade, Square), Siphon Pump, Socket Set, Squeegee (Floor/Window), Staple Gun, Tape Gun, Washbub, Utility Knife, Unger Pole w/ Flx Clamp, Water Cooler, Screw Drivers, Water Hose.
6. PPE Package Items
Hard Hat, Safety Glasses, Face Shield, Back Brace, Knee Brace, Rubber/Work Boots, Chainsaw Chaps, Ear Protection or Safety Vest
7. Weekly Rental Rates - Equipment
Equipment(LGR Dehumidifiers, Air Scrubbers, HEPA Vacuums, and Air Movers) will be calculated at (5) billable days equals (1) week - (20) billable days equals (1) month. Consumables associated with specified equipment will be billed separately (i.e. filters, fuel, etc.).
8. Cotton reserves the right to adjust the pricing of all equipment based on inflation and market conditions.

Customer Initials: MC Cotton Initials: JS



Exhibit A
Rate Schedule (cont.)

Consumables

Chemical Description

Chemical Description	Unit	Rate
Alcohol, Isopropyl	Gal	\$ 55.21
Carpet, Cleaner / Deodorizer	Gal	\$ 25.98
Carpet, Defoamer	Gal	\$ 71.45
Cleaner, Glass	Gal	\$ 19.49
Cleaner, Glass Spray	Ea	\$ 10.85
Degreaser, Light Duty	Gal	\$ 32.93
Degreaser, Heavy Duty	Gal	\$ 58.46
Deodorizing Gel / Block	Ea	\$ 73.61
Deodorizing Liquid	Gal	\$ 88.60
Deodorizing Odor Crystals	Gal	\$ 103.92
Disinfectant / Biocide	Gal	\$ 74.95
Disinfectant / Biocide Tablet	Ea	\$ 1.44
Disinfectant / Bleach	Gal	\$ 12.45
Floor Stripper	Gal	\$ 69.28
Floor Wax	Gal	\$ 80.11
Ice Melt - Granular	Lb	\$ 1.50
Remover - Goof Off	Ea	\$ 98.20
Remover - Carpet / Mastic	Gal	\$ 36.81
Thermo Fog	Gal	\$ 177.53
Furniture Polish	Ea	\$ 14.43
Lubricant, Machinery		
Preserver - Light	Gal	\$ 51.61
Long Term Preserver - Heavy	Gal	\$ 84.10
Stainless Steel Cleaner	Ea	\$ 17.14
Sealant - Encapsulant, Asbestos	Gal	\$ 16.67
Sealant - Encapsulant, Duct	Gal	\$ 96.26
Sealant - Encapsulant, Odor	Gal	\$ 69.28
Sealant - Encapsulant, Antifungal	Gal	\$ 166.71
Spray Adhesive	Ea	\$ 8.48
HVAC		
Cleaner, HVAC Coil	Gal	\$ 88.60
Lock Tight / Air Lock (grey)	1/2 Gal	\$ 75.66
Pre - Filter for HVAC Negative Air Machine	Ea	\$ 27.93
Cube(Secondary) Filter for HVAC Negative Air Machine	Ea	\$ 68.20
Precut Sheet Metal up to 24" x 24"	Ea	\$ 45.42

Material Description	Unit	Rate
Ducting, 20" Lay flat (6 mil)	Ft	\$ 1.50
Ducting, 18" Lay flat (6 mil)	Ft	\$ 1.25
Ducting, 12" Lay flat (6 mil)	Ft	\$ 1.00
Ducting, 8" Lay flat (6 mil)	Ft	\$ 0.75
Filter, Pre Filter for HEPA Vacuum	Ea	\$ 12.99
Filter, HEPA for Hepa Vacuum	Ea	\$ 442.38
Filter, Collection bag for HEPA Vacuum	Ea	\$ 10.83
Filter, Rolled Material	Sf	\$ 3.22
Filter, Pleated for Neg Air Machine	Ea	\$ 24.36
Filter, Pre Filter for Neg Air Machine	Ea	\$ 2.33
Filter, Charcoal for Neg Air Machine	Ea	\$ 32.48
Filter, HEPA for Neg Air Machine	Ea	\$ 335.83
Filter, Pleated for Phoenix 200	Ea	\$ 10.10
Filter, Pleated for Phoenix 300	Ea	\$ 20.93
Floor Protectant, Ram Board	Rl	\$ 119.08
Furniture Blankets	Ea	\$ 27.08
Furniture Blocks	Bx	\$ 114.75
Furniture Pads	Bx	\$ 184.03
Gloves, Cut Resistant	Pr	\$ 14.51
Gloves, Surgical Latex	Bx	\$ 32.48
Gloves, Work / Rubber / Leather	Pr	\$ 4.22
Inventory Tags	Bx	\$ 46.55
Mop Heads	Ea	\$ 8.40
Pads, Floor Buffer - Round	Ea	\$ 10.85
Pads, Floor Buffer - Rectangle	Ea	\$ 32.35
Plastic FR Sheeting - Cordek	Ea	\$ 75.78
Plastic Sheeting (20" x 100') 4 mil	Rl	\$ 119.08
Plastic Sheeting (20" x 100') - 6 mil FR	Rl	\$ 281.45
Painters Plastic	Rl	\$ 55.00
Respirator Cartridge	Ea	\$ 21.54
Scrub pads 6 X 9 (20 per box)	Bx	\$ 62.79
Sleeves, Cut Resistant	Pr	\$ 19.49
Sponges, Soot Removal	Ea	\$ 2.77
Spray Bottle w/ Trigger	Ea	\$ 5.41
Sticky Mats 18" x 36" (30 Pads)	Ea	\$ 27.60
Tape, Asbestos(Danger)	Rl	\$ 25.00
Tape, Caution	Rl	\$ 18.40
Tape, Duct(Teal)	Rl	\$ 16.42
Tape, Duct(Grey/White)	Rl	\$ 11.91
Tape, Double Sided (Containment)	Rl	\$ 34.64
Tape, Blue / painters	Rl	\$ 14.94
Tape, HVAC (Aluminum)	Rl	\$ 41.14
Tape, Box (Clear)	Rl	\$ 7.14
Tape, Box (Brown)	Rl	\$ 16.24
Tarps	Sf	\$ 0.26
Tyvek Suits - General / Mold / Dust	Ea	\$ 11.26
Tyvek Suits - Chemical / Forensic	Ea	\$ 23.60
Wipes, Cotton Cloth	Lb	\$ 5.45
Wipes, Microfiber (25 Wipes)	Pkg	\$ 35.18
Wipes, Lint Free / Anti Static	Pkg	\$ 38.81
Wrap, Bubble / Anti Static(Small)	Rl	\$ 281.45
Wrap, Bubble / Anti Static(Large)	Rl	\$ 107.32
Wrap, Shrink	Rl	\$ 54.13
Zippers	Ea	\$ 13.53

Material Description

Material Description	Unit	Rate
Bags, Trash	Rl	\$ 35.93
Bags, Trash Environmental - 6mil	Rl	\$ 184.03
Brown Paper	Rl	\$ 114.76
Box, Book / Freeze Dry	Ea	\$ 4.22
Box, Dish Pack	Ea	\$ 7.04
Box, Picture	Ea	\$ 18.60
Box, Wardrobe	Ea	\$ 42.00
Carpet mask 36" x 600'	Rl	\$ 255.38
Containment Boom	Ea	\$ 46.00
Brush, Wire	Ea	\$ 5.41
Brush, Grout	Ea	\$ 2.38
Brush, Long Handle / Scrub	Ea	\$ 14.07
Disposable Decontamination Chamber, Single/Dual Room	Ea	\$ 192.33
Disposable Decontamination Chamber, Three Room	Ea	\$ 508.78
Dust Mask	Ea	\$ 4.55

Material Rate Considerations:

- 1. Unscheduled Materials**
For materials not listed above, that are purchased for the project by COTTON, the rate invoiced to the Customer will be the rate charged to COTTON and management and oversight fee at a fixed amount not to exceed (1.2) times cost.
- Cotton will charge an offsite debris disposal fee of at least \$125.00 per project when onsite waste is not available or provided. Debris may include but are not limited to, carpet, ceiling tile, sheetrock, etc.
- The foregoing prices shall be applied to all materials listed above that are utilized in the performance of the work whether shipped to the site from Cotton inventory, shipped directly to the site from Cotton's source, or purchased locally by Cotton.
- Cotton reserves the right to adjust the pricing of all materials and consumables based on inflation and market conditions.

Customer Initials: MC Cotton Initials: JS

EXHIBIT "B"

**SERVICE WORK ORDER
(Example)**

SERVICE WORK ORDER NO. _____

This Service Work Order No. _____ is made and entered into effective this the _____ day of _____, 20__, by and between Cotton Commercial USA, Inc. (hereinafter referred to as "Cotton") and _____, ("Company") pursuant to the terms and conditions of the Master Service Agreement ("MSA") entered into and effective as of _____.

This Service Work Order constitutes a separate agreement comprised of the terms and conditions of the MSA, incorporated herein by reference, the Contract Documents, and this Service Work Order with its exhibits. In the event of a conflict between the terms and conditions of the MSA and this Service Work Order, the terms and conditions shall be determined as set forth in Article 3 of the MSA.

1. PROJECT DESCRIPTION

The Project is initially described as follows (specify in detail the work to be performed, attach scope of work exhibits as needed):

2. COMPENSATION

(a) Contract Price. For completion of all work for this Project Company shall pay Cotton an initial contract total in the amount of : _____ Dollars (\$_____), based on time and materials Rate Sheet, unit price, Xactimate or lump sum pricing and in accordance with Section 2 of the MSA.

(b) Payment Method:

Initial Deposit and Progress payments in accordance with Section 2 of MSA.

(c) Initial Deposit:

(d) Company agrees to pay Cotton for the Work, and Cotton agrees to accept payment in accordance with Article 2 of the MSA.

Exhibit B

3. **COMMENCEMENT AND COMPLETION OF THE WORK.**

Cotton shall commence work on this Service Work Order on _____, shall complete the entire scope of work of this Service Work Order on or before _____.

4. **REPRESENTATIVES**

The following technical representatives are designated by Cotton and Company for communications regarding this Service Work Order:

<u>Cotton:</u>	<u>Company:</u>
Name: _____	Name: _____
Title: _____	Title: _____
Cell Phone: _____	Cell Phone: _____
Email: _____	Email: _____

5. **MODIFICATIONS TO MSA:**

- NONE
- For the purposes of this Service Work Order only, the following listed provisions of the MSA are hereby modified as follows:

6. **EXHIBITS**

The following exhibits are hereby made a part of this Service Work Order and are incorporated herein for all purposes:

- Exhibit 1 Insurance Requirements

Exhibit B

7. ENTIRE AGREEMENT

Any Work provided for in this Service Work Order which was performed or caused to be performed by Cotton prior to the effective date of this Service Work Order and not under any other Work Order shall be deemed to have been performed under this Service Work Order. The Service Work Order, inclusive of the MSA, constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes any previous agreements or understandings relating thereto.

Cotton:

Company:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B

EXHIBIT "1"

INSURANCE

Each Party shall, at its sole cost and expense, maintain in effect at all times during the full term of its Work insurance coverage with limits not less than set forth below:

➤ COMMERCIAL GENERAL LIABILITY-COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal Injury
\$1,000,000	Each Occurrence

➤ BUSINESS AUTOMOBILE LIABILITY - \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability.

➤ WORKERS COMPENSATION-Statutory Limits

Employers Liability -	\$500,000 Each Accident
	\$500,000 Each Employee or Disease
	\$500,000 Policy Limit for Disease

➤ UMBRELLA (EXCESS)INSURANCE:

Bodily Injury and Property Damages - \$2,000,000 per occurrence and in aggregate

The Umbrella(excess)Policy shall provide coverage that is as broad as the primary policy and the limits shall be in addition to those provided by the coverage's required above on the Commercial General Liability, Business automobile & Employers Liability.

EXHIBIT "3"

QUICK RESPONSE LOSS ASSESSMENT

During a Loss:

When Cotton has been notified of a loss by the GPISD, whether it be during working hours or after, a project manager will be notified immediately to come on site within 3 hours and assess the damages

Once the initial damages have been assessed a detailed scope of work and do not exceed figure will be offered to GPISD within 24 hours. This will allow the decision-making personnel at GPISD to determine whether they would like to proceed to execute a Service Work Order for mitigation, remediation and/or recovery services for the offered scope of work. . A response team will be mobilized with any necessary extraction equipment or boarding up materials that may be necessary depending on the type of loss. Once the property has been mobilized a mitigation plan will be put together. Once work has commenced and the project is underway, it is Cotton's standard to offer daily updates of the project. This is a GPISD choice, and the GPISD be updated as often, or as little as they would like. These updates will take place until the completion of the project. The project will be documented throughout the entirety. Once the project has been completed the administrative staff at Cotton will put together a final bill based on the time and material of the project or as agreed in the executed Service Work Order and Master Service Agreement.

After a loss:

The invoice will be prepared by the administrative and operational staff at Cotton in a timely manner and in accordance with the Master Service Agreement and the Service Work Order. Cotton and GPISD shall have a debriefing meeting upon completion of the Work. Post loss, a meeting with the decision makers throughout the process will come together and ensure the loss was handled correctly by the staff, and that GPISD is happy with the way the work product turned out. Anything that could have gone differently may be discussed at these meetings, On a federally declared disaster it is possible that FEMA consultation is necessary. Cotton will provide the documentation necessary to ensure reimbursement happens as swiftly as possible. If an outside FEMA consultant is brought in, Cotton will work side by side with them to ensure a smooth process. If a consultant is not brought in, Cotton will work with the GPISD team to ensure the same outcome.

**COTTON COMMERCIAL USA, INC.
TEMPORARY ROOFING CONTRACT**

NOTE: COTTON IS A GENERAL CONTRACTOR TO OWNER ON THIS JOB

A TEMPORARY ROOF IS INTENDED AS A TEMPORARY SOLUTION TO MITIGATE AGAINST DAMAGE CAUSED BY WATER AND OTHER ELEMENTS UNTIL A PERMANENT SOLUTION CAN BE INSTALLED. COTTON DOES NOT REPRESENT OR WARRANT THAT THE INSTALLATION OF A TEMPORARY ROOF WILL PREVENT THE INFILTRATION OF WATER OR OTHER ELEMENTS. COTTON IS NOT RESPONSIBLE FOR DAMAGE RESULTING FROM THE INFILTRATION OF WATER AND OTHER ELEMENTS BEFORE, DURING OR AFTER INSTALLATION.

THIS TEMPORARY ROOFING Exhibit (this "Exhibit") is made as of the Effective Date of the Agreement, by and between Cotton Commercial USA, Inc. ("Cotton") and Company. In consideration of the mutual promises, covenants and agreements herein contained, Cotton and Company agree as set forth below. In the event of a conflict of terms between the Agreement and this Exhibit, this Exhibit shall govern.

1. Nature of Work. Cotton, by and through its subsidiaries and affiliates, shall furnish the labor and material necessary to perform the work described herein or in the referenced Contract Documents ("Work"). Cotton does not provide engineering, consulting or architectural services. It is the Company's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Cotton assumes no responsibility for structural integrity, including soundness of or the effect upon any structure of building materials that Cotton may install, compliance with building codes, or design. If plans, specifications or other design documents have been furnished to Cotton, Company warrants that they are sufficient and conform to all applicable laws and building codes. Cotton is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Cotton from the Contract Documents. Company warrants all structures to be in sound condition capable of withstanding normal activities of roofing construction equipment and operations. Cotton is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.
2. Contract Price. Company agrees to pay Cotton in accordance with the terms and conditions contained herein, the Initial Contract Price, subject to additions, deductions, and/or late fees as provided herein (the "Contract Price") in accordance with Paragraph 6.
3. Asbestos and Toxic Materials. This Contract is based upon the Work not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the Work. Cotton is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Cotton shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the Property.
4. Changes in the Work and Extra Work. Company shall be entitled to order changes in the Work and the Contract Price adjusted accordingly. Cotton shall not be required to perform any changed or additional work without a written request.
5. Availability of Site. Cotton shall be provided with direct access to the Property for the passage of trucks and materials and direct access to the roof. Cotton shall not be required to begin work until underlying areas are ready and acceptable to receive Cotton's work and sufficient areas of roof deck are available and free from dirt, water, or debris to allow continuous full operation until job completion. The expense of any extra trips by Cotton to and from the job as a result of the job not being ready for roof application after Cotton has been notified to proceed will be charged as an extra.
6. Site Conditions. Cotton shall not be responsible for additional costs required due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Cotton. The raising, disconnection, re-connection or relocation of any mechanical equipment on the roof that may be

necessary for Cotton to perform the Work shall be performed by others or treated as an extra. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the description of the Work from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, the reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the Property.

7. Disclaimer. Cotton disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Mold, including Claims arising out or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Cotton or individuals or entities under Cotton's control. The Company is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Company, Cotton or third parties.

8. Electrical Conduit. The Initial Contract Price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this Contract. Company will indemnify Cotton from any personal injury, damage, claim, or expense due to the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Cotton's personnel, and shall compensate Cotton for additional time and expense resulting from the presence of such materials.

9. Protection of Work. Company acknowledges that the Work may cause disturbance or dust to fall into the interior. Company agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Cotton shall not be responsible for disturbance, damage, clean-up or loss to interior property that Company did not remove or protect prior to commencement of the Work.

10. No Warranty. Company acknowledges and agrees that the installation of a temporary roof is intended as a temporary solution to mitigate against damage caused by water and other elements until a permanent solution can be installed. **COTTON DOES NOT MAKE ANY WARRANTIES OR COVENANTS (EXPRESS, IMPLIED OR ORAL), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, WORKMANSHIP, AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WORK NOR SHALL COTTON BE OBLIGATED FOR ANY OF THE WARRANTIES FROM THE SUBCONTRACTOR TO COMPANY. COTTON SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.**

11. Right to Stop Work. The failure of Company to make payment to Cotton when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Cotton, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Cotton shall be increased by the amount of Cotton's reasonable costs of shut-down, delay and start-up.

12. Sealed Attic Liability Exclusion. Cotton disclaims liability for any issue, claim, or damage including, without limitation, attorney's fees, costs, and expenses arising out of or relating to combining a sealed attic system with spray foam insulation and/or a self-adhered underlayment, and Company agrees to indemnify, defend and hold harmless Cotton for any and all damages arising out of said condition(s).

13. Existing Warranties. Company acknowledges that the Work may impair or void manufacturer warranties (if any) providing coverage in connection with Company's existing roof. Company acknowledges and agrees that Cotton shall have no liability to Company for impairment or voiding of any existing warranties as a result of the Work.

14. Damages and Delays. Cotton will not be responsible for damage done to Cotton's work by others. Any repairing of the same by Cotton will be charged at regular scheduled rates over and above the amount of this Contract. Cotton shall not be liable for damages based upon delay or liquidated damages or penalties resulting from any delay in completion of the Work. Cotton shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Cotton's time for performance under this contract shall be extended for a time sufficient to permit completion of the Work. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Contract, shall Cotton be liable for special, consequential, incidental or indirect damages, including loss of use or loss of profits. Cotton and Company agree to

allocate certain risks so that, to the fullest extent permitted by law, Cotton's total aggregate liability to Company is limited to the dollar amount of the Contract for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees, costs and expenses arising out of or relating to this Contract regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

15. Company Protection of Property. Due to the nature of the construction to be done at Company's request, the Company takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, landscaping, and/or appurtenances at the job location. Cotton is not responsible/liable for any hairline cracks, or any cracks, in the ceiling due to the Work or any damage caused by dust or debris caused by the Work.

16. Work Performed. Upon Company's receipt of written notice from Cotton that the Work is ready for final inspection and acceptance, Company and Cotton will promptly make such inspection and, when Company, in its reasonable opinion, finds the Work acceptable and this CSA fully performed, Cotton will issue a Temporary Roofing Post Construction Detail attached herein as Exhibit C stating that the Work has been completed in accordance with terms and conditions of the Contract Documents and the entire balance of the Contract Price is due and payable. The making of the final payment shall constitute a waiver of any and all claims arising out of or relating to this CSA by Company. By taking possession of the Property, Company agrees and acknowledges that Cotton has no further obligation to perform any Work or other construction and the Property is satisfactory in all respects.

17. Waiver. By making payment on this contract, Company, agents, tenants, and/or related parties agree to the following General Release: FOR GOOD CONSIDERATION, the undersigned jointly and severally hereby forever release, discharge, acquit and forgive from any and all claims, actions, suits, demands, agreements, and each of them, if more than one, liabilities, judgments, and proceedings both at law and in equity arising from the beginning of time to the effective date of the Contract and as more particularly related to or arriving from the Work including possible future related subsequent issues such as, but not limited to, mold, rodents, insects, discolor, deterioration, movement, smell, seepage or wind related damage. This release shall be binding upon and inure to the benefit of the parties, their successors, tenants, assigns and personal representatives. Nothing in this release is meant to limit any express warranty provided by Cotton.

18. Construction and Interpretation. Each provision of the Contract shall be construed as if both parties mutually drafted this Contract. If a provision of this Contract (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Contract, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Contract records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. This Contract cannot be changed, modified or amended unless such change, modification or amendment is in writing and executed by the party against which the enforcement of the change, modification or amendment is sought. No action or failure to act by Cotton shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. All documents/exhibits referred to in this Contract are an integral part of the Contract and are incorporated by reference.

Exhibit C
 (Form Only - this form shall be
 complete upon completion of the Project)

Temporary Roofing Post Construction Details

		Estimated Quantity	Actual Quantity
TEMP ROOFING	Total SQFT of Temporary Roofing System on Pitched Roof		
	Total SQFT of TPO Membrane over all Flat Roofs (up to 25')		
	Total LF of Temporary Roofing Shrink Wrap		
	Total SQFT Temporary Framing		
	Number of Plywood Sheets Used		
T & M	Machinery/Equipment for Material Handling Used?	Y / N	Type of Equipment
	Demo & Debris Removal	Y / N	
	Site Audit Complete	Y / N	

All the Work performed under the terms of the Agreement, completed by Cotton Commercial USA, Inc., an independent contractor, has been completed to my satisfaction in accordance with the Construction Services Agreement agreed to by the Parties. I furthermore certify that this Temporary Roofing Post Construction Detail as outlined in the Agreement have been satisfactorily completed in a professional and workmanlike manner to the best of my knowledge and belief.

Accepted and agreed to by:

COTTON:

By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

Start Date:	End Date:
-------------	-----------

Signature Certificate

Reference number: JC2F9-BRHMW-SHNMK-B6HXF

Signer

Timestamp

Signature

James Scaife

Email: james@cottonteam.com

Sent:

24 Aug 2023 14:37:58 UTC

Viewed:

24 Aug 2023 14:49:03 UTC

Signed:

24 Aug 2023 14:50:26 UTC



Recipient Verification:

✓ Email verified

24 Aug 2023 14:49:03 UTC

IP address: 74.124.32.70

Location: Houston, United States

Document completed by all parties on:

24 Aug 2023 14:50:26 UTC

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