# MASTER SERVICE AGREEMENT

Between

COTTON COMMERCIAL USA INC

and

WICHITA FALLS INDEPENDENT SCHOOL DISTRICT

Effective Date _____

## AGREEMENT OVERVIEW

This Master Service Agreement establishes balanced terms for disaster response, mitigation, restoration, construction, and related services. It permits rapid action when lawfully authorized, preserves the District's statutory procurement and public-law obligations, and gives Cotton defined payment, schedule, change-order, cure, and termination protections. No Work is authorized by this MSA alone; each Project requires a written Work Order or a narrowly limited emergency authorization under Article 4.

## CONTRACT DOCUMENTS

| Priority | Document |
|---|---|
| 1 | This MSA and signed amendments |
| 2 | Applicable exhibits |
| 3 | Applicable Work Order and authorized Change Orders |
| 4 | Expressly incorporated plans, specifications, and project documents |

## EXHIBITS

- Exhibit A  Rate Sheet (attach agreed schedule)
- Exhibit B  Service Work Order Form
- Exhibit C  Temporary Roofing Terms
- Exhibit 1  Insurance Requirements
- Exhibit 2  Locations
- Exhibit 3  Defined Terms

## 1 DEFINITIONS AND PUBLIC ENTITY STATUS

1.1 Defined Terms. Capitalized terms not defined in the body of this MSA have the meanings in Exhibit 3.

1.2 Public Entity. Cotton acknowledges that the District is a Texas independent school district and governmental entity. The District may act only through representatives with actual authority and remains subject to applicable procurement, payment, public-information, records-retention, conflict-of-interest, and other public laws.

1.3 No Waiver of Immunity. Nothing in this MSA waives or limits the District's sovereign or governmental immunity, defenses, statutory damage limitations, or other protections except to the extent expressly waived by applicable law. Any waiver of immunity is limited to the scope and remedies expressly provided by law, including Texas Local Government Code Chapter 271 where applicable.

## 2 WORK AND COMPLIANCE

2.1 Performance. Cotton shall furnish the labor, supervision, materials, equipment, tools, supplies, and services stated in an authorized Work Order signed by both Parties and shall perform the Work in a good and workmanlike manner, in accordance with the Contract Documents, applicable laws and codes, manufacturer requirements, and generally accepted industry standards, including IICRC standards where applicable.

2.2 Design Services. Cotton is not engaged as the District's architect or engineer. When architectural, engineering, surveying, or other professional services are required, the District shall select and contract for those services in accordance with Texas Government Code Chapter 2254 and any construction-delivery method lawfully selected under Chapter 2269. Cotton may provide incidental shop drawings or delegated-design components only when expressly required by the Contract Documents, prepared and sealed when required by an appropriately licensed professional, and permitted by the selected procurement method. Cotton is not responsible for pre-existing design defects, but shall report apparent defects or code concerns and remains responsible for its means, methods, installation, delegated design, and deviations from the Contract Documents.

2.3 Scope. Work may include emergency mitigation, temporary roofing, water extraction, remediation, contents handling, reconstruction, logistics, workforce support, and related services identified in a Work Order. Temporary roofing is also governed by Exhibit C.

2.4 Changes. Either Party may propose a change. Cotton shall not perform changed or additional Work unless the scope, price or pricing method, and schedule effect are stated in a Change Order signed by authorized representatives. In an immediate threat to life or property, the District's authorized emergency representative may direct limited protective action in writing, to be documented by a Change Order within three business days.

2.5 Site Access and Readiness. The District shall provide reasonable access and disclose known site hazards. For scheduled Work, Cotton may defer mobilization until the work area is reasonably accessible and safe. If Cotton is delayed by a condition within the District's direct control after a written notice to proceed, Cotton shall promptly notify the District and may recover reasonable, documented, pre-approved standby or remobilization costs.

## 3 PRICING PAYMENT AND RECORDS

3.1 Rates. During the term of this MSA, the fees and charges shall follow the most recent version of the rate sheet attached hereto as Exhibit A ("Rate Sheet") or project-specific lump sum pricing expressly approved in a Work Order. Rates remain fixed during each Work Order. Cotton may request one Rate Sheet adjustment per contract year on at least 60 days' notice, supported by CPI-U changes or documented market conditions. An adjustment is effective only by signed amendment. If the Parties do not agree, existing rates remain effective and either Party may terminate the MSA as to future Work on 30 days' notice.

3.2 Deposits. A Work Order may require a reasonable deposit for identified mobilization or material costs. Cotton shall invoice the deposit, account for its application, and credit it against progress invoices. Unless the Work Order states otherwise, payment is due under Chapter 2251 of the Texas Government Code. Cotton may suspend affected Work only after written notice and five business days to cure an overdue, undisputed deposit.

3.3 Invoices. Invoices shall be itemized and supported by documentation reasonably sufficient for District audit, insurance, and disaster-reimbursement purposes, including labor, equipment, materials, subcontractor charges, and approved markups. The District shall pay invoices in accordance with Texas Government Code Chapter 2251. No contractual term shortens or alters the statutory date from which payment or interest is calculated.

3.4 Disputes and Interest. The District shall notify Cotton of an invoice error or disputed amount within the period required by Section 2251.042 and may withhold no more than the amount allowed by applicable law. Undisputed portions remain payable. Overdue undisputed amounts accrue only the interest prescribed by Chapter 2251.

3.5 No Lien on Public Property. Cotton shall not assert or file a lien, deed of trust, security interest, financing statement, or other encumbrance against District property. This does not waive a lawful payment-bond claim or another remedy expressly available under Texas law.

3.6 No Acceptance by Payment. Payment, occupancy, inspection, or use does not waive latent-defect, warranty, nonconforming-work, breach, or other claims. The District shall not unreasonably withhold acceptance of conforming Work.

3.7 Suspension for Nonpayment. In accordance with the Texas Government Code § 2251.051 Cotton may suspend affected Work for an overdue, undisputed amount only after ~~five~~ ten business days' written notice. Cotton is entitled to an equitable schedule adjustment and reasonable, documented shutdown, delay and restart costs, subject to mitigation. Except for amounts due and payable under this Agreement, Cotton shall not recover anticipated profits, consequential damages, duplicative costs, or costs that Cotton could reasonably have avoided or mitigated. However, nothing in this provision shall limit Cotton's right to recover its direct damages, unpaid Contract Price, attorney's fees or damages arising from District's breach of this Agreement. Cotton may not suspend emergency measures whose abrupt cessation would create an imminent threat without first coordinating a safe transition.

3.8 Audit and Retention. Cotton shall retain Project records for seven years after final payment, or longer if required by an applicable funding source identified in the Work Order, and shall provide reasonable access for audit during business hours. Cotton shall maintain records sufficient to substantiate pass-through costs and compliance with applicable federal award requirements.

## 4 WORK AUTHORIZATION AND PROCUREMENT

4.1 Written Authorization. This MSA does not guarantee Work or funds. Except under Section 4.2, Cotton shall begin Work only under a Work Order or District purchase order signed or issued by an authorized District representative. Proposals, estimates, field directions, and communications from unauthorized personnel do not bind the District. Notwithstanding anything to the contrary, in the event funds are not available and Contractor is performing services under this Agreement, Contractor shall immediately cease all services and District shall remain liable for all services performed. Cotton may not suspend emergency measures whose abrupt cessation would create an imminent threat without first coordinating a safe transition.

4.2 Emergency Authorization. The competitive-procurement exception in Texas Education Code Section 44.031(h) may be used only after the Board of Trustees makes the determination required by that section concerning destroyed or severely damaged property or an unforeseen catastrophe or emergency and the effect procurement delay would have on classes or other essential school activities. Acting within the Board's resolution and District policy, the Superintendent or another formally designated representative may authorize limited Emergency Work by signed writing or email stating the site, immediate purpose, applicable rates or a not-to-exceed amount, and authorized duration. The Parties shall use good-faith efforts to execute a formal Work Order within three business days. Emergency authority extends only as far and as long as permitted by the Board's action and applicable law; expiration does not prevent a safe conclusion to stabilization already underway. Nothing in this section creates an emergency exception beyond that provided by law.

4.3 Non-Emergency Work and Delivery Method. Permanent restoration, reconstruction, and other non-emergency Work must be procured and awarded under Texas Education Code Chapter 44, Texas Government Code Chapter 2269 when applicable, the District's purchasing policies, and the procurement authority identified in the Work Order. A Work Order may implement, but may not substitute for, the required procurement or Board approval. Cotton shall not begin a public work until all bonds required by Section 8.6 have been delivered and approved.

4.4 Federal Funds. When the District identifies federal award funding, Cotton shall comply with applicable incorporated requirements of 2 C.F.R. Part 200. No cost-plus-a-percentage-of-cost or percentage-of-construction-cost compensation is permitted where prohibited.

4.5 Order of Precedence. This MSA controls general legal and risk terms. A Work Order or Change Order controls approved project scope, quantity, schedule, and price. It may alter another MSA term only if it identifies the specific section, states the modification, and is signed by authorized representatives of both Parties.

## 5 RELATIONSHIP SUBCONTRACTORS AND PROCUREMENT

5.1 Independent Contractor. Cotton is an independent contractor with control of its personnel, means, methods, safety, compensation, taxes, and benefits. Nothing creates employment, partnership, joint venture, or general agency.

5.2 Background Checks and Campus Rules. Cotton and its Subcontractors shall comply with Texas Education Code Sections 22.0834 and 22.08341, as applicable, and District safety and access rules. Before a covered individual begins duties, Cotton shall provide the certification or information required by law and shall not assign any person prohibited from performing the Work. District shall provide to Cotton and its Subcontractors seventy-two (72) hours prior written notice of any students being present on District property. Whether a person or site is exempt shall be determined under the statute and District procedures; this MSA does not create a categorical exemption for an unoccupied facility or separated work area. Notwithstanding anything to the contrary, in the case of extreme and unusual emergency circumstances where Contractor is required to provide services to District's premises in a very quick manner, the Parties agree that Cotton will have the option to background screen contracted individuals per Cotton's policies. In these cases Contractors will be accompanied by District staff.

5.3 Subcontractors. Cotton may use qualified Subcontractors but remains responsible for their Work, acts, omissions, safety, insurance, and compliance as if Cotton performed the Work. Cotton shall disclose principal Subcontractors upon request. No Subcontractor has authority to bind the District or a direct right to payment from the District.

5.4 Affiliates. Cotton may use an Affiliate after written disclosure of the relationship and proposed pricing. District approval shall not be unreasonably withheld where the Affiliate is qualified and pricing complies with Exhibit A or commercially reasonable market rates. Cotton remains fully responsible.

5.5 No Procurement Agency. Cotton has no authority to contract, incur obligations, or act in the District's name. Cotton may procure labor and materials in its own name and at its own responsibility. A narrow, written emergency authorization may permit Cotton to acquire specifically identified items on the District's behalf within stated dollar, vendor, pricing, and duration limits, but creates no continuing delegation or general agency.

5.6 Markups. All overhead, profit, administrative fees, and markups must be stated in Exhibit A or approved before the cost is incurred. Cotton shall provide reasonable supporting records for pass-through costs. Affiliate markups require express approval after disclosure.

## 6 RISK ALLOCATION

6.1 Cotton Indemnity. To the fullest extent permitted by law, Cotton shall defend, indemnify, and hold harmless the District and its trustees, officers, employees, and agents from third-party claims for bodily injury, death, or damage to tangible property, but only to the extent caused by Cotton's or its Subcontractors' negligent acts or omissions, willful misconduct, violation of law, or breach of this MSA.

6.2 District Indemnity. Only to the extent expressly authorized by Texas law and without waiving immunity, the District shall indemnify Cotton and its officers, employees, and agents from third-party claims for bodily injury, death, or damage to tangible property, but only to the extent caused by the negligent , willful misconduct or intentional acts or omissions of the District or persons for whom it is legally responsible. Nothing creates or expands District liability beyond applicable law.

6.3 Comparative Responsibility. Neither Party must indemnify the other for the indemnitee's own negligence, fault, breach, violation of law, or willful misconduct. Indemnity is limited to the indemnitor's proportionate responsibility.

6.4 Procedure and Ten Day Notice. A Party seeking indemnification shall give the indemnifying Party written notice of the Claim within 10 calendar days after the seeking Party receives written notice of the Claim or otherwise becomes aware that the Claim is reasonably likely to implicate this Article. The notice shall describe the Claim and, to the extent then known, the factual basis for indemnification. Failure to give notice within 10 days does not waive indemnification or relieve the indemnifying Party except, and only to the extent, the indemnifying Party proves that the delay caused material prejudice to the defense or settlement of the Claim. No notice period applies to the extent it is prohibited by Texas Civil Practice and Remedies Code Section 16.071 or other applicable law. The indemnifying Party may control the defense with competent counsel, but may not settle a Claim by admitting fault of, imposing nonmonetary duties on, or requiring payment by the indemnified Party without that Party's consent, not unreasonably withheld. The indemnified Party may participate with separate counsel at its own expense, except where a material conflict of interest requires separate counsel.

6.5 Consequential Damages. Neither Party is liable to the other for punitive, exemplary, special, or consequential damages, including lost profits, except for third-party indemnified claims, fraud, negligence, willful misconduct, confidentiality or data-security breach, intellectual-property infringement, or amounts covered by required insurance. District costs reasonably incurred to protect persons or property, mitigate damage, correct defective Work, complete unfinished Work, obtain replacement services, or restore facilities are direct damages.

6.6 Cotton Liability Cap. Except for the exclusions in Section 6.5, Cotton's aggregate liability for a Project shall not exceed the greater of (a) two times the compensation paid or payable under the applicable Work Order, or (b) insurance proceeds available or that would have been available had Cotton maintained the required insurance. The cap does not limit warranty correction, payment of Subcontractors, return of District property, or equitable relief.

6.7 Existing Conditions. Cotton is not responsible for loss caused solely by undisclosed pre-existing or concealed conditions not created by Cotton. Cotton shall notify the District promptly upon discovering such a condition and shall not proceed with affected Work without direction, except for necessary safety measures.

## 7 PERFORMANCE WARRANTY AND ACCEPTANCE

7.1 Schedule and Delay. Cotton shall meet milestones in the Work Order and diligently prosecute the Work. For delay beyond Cotton's reasonable control and not caused by Cotton or its Subcontractors, Cotton receives a reasonable time extension and, if approved by Change Order, demonstrable additional cost. Cotton shall notify the District within five business days after learning of a material delay and shall mitigate its effect.

7.2 Warranty. Cotton warrants that materials are new and of good quality unless otherwise approved, and that Work is performed by qualified personnel, free from defects, and compliant with the Contract Documents, laws, codes, manufacturer requirements, and applicable industry standards. For clarity, Cotton's warranty obligations hereunder shall not apply to any mold or microbial remediation work. All mold and microbial work shall be completed in accordance with a Certified Industrial Hygienist protocol.

7.3 Correction. For one year after Substantial Completion, Cotton shall after written notice, correct defective or nonconforming Work at its expense, including reasonably necessary removal, reinstallation, testing, and restoration. Corrected Work is warranted for the longer of the remaining original period or one year after correction. The warranty excludes defects caused solely by abuse, failure to follow written maintenance instructions, unauthorized alteration, or ordinary wear and tear.

7.4 Notice and Cure. Except for an imminent life-safety threat, ongoing property damage, or urgent mitigation need, the District shall give written notice and seven days for Cotton to begin correction, after which Cotton shall proceed diligently. Emergency corrective action by the District does not waive other remedies.

7.5 Third-Party Warranties. Cotton shall transfer all assignable manufacturer, supplier, and Subcontractor warranties and reasonably assist with enforcement. Express warranties and remedies are cumulative unless a Work Order expressly provides otherwise.

## 8 INSURANCE AND BONDS

8.1 Cotton Coverage. Cotton shall maintain the coverage in Exhibit 1 at its expense. Subcontractors shall carry insurance appropriate to their Work. Insurers must be authorized in Texas and reasonably acceptable based on financial strength and coverage.

8.2 Additional Insured. The District and its trustees, officers, employees, and agents shall be additional insureds on applicable liability policies for Cotton's ongoing and completed operations. Coverage shall be primary and noncontributory to District insurance, self-insurance, or risk-pool coverage.

8.3 Evidence and Notice. Before Work begins, Cotton shall provide certificates and, upon reasonable request, endorsements. Policies shall provide at least 30 days' notice of cancellation or material reduction, or 10 days for nonpayment, to the extent commercially available; otherwise Cotton shall notify the District promptly after learning of the change.

8.4 District Coverage. The District may satisfy any obligation to maintain coverage through self-insurance or a governmental risk pool. The District is not required to match Cotton's limits or name Cotton as an additional insured unless expressly stated in a Work Order and legally permissible.

8.5 No Limitation. Required insurance is a minimum and does not independently expand or reduce liability. Prior written notice to Cotton and reasonable time to cure, the District may suspend affected Work while a material coverage deficiency remains uncured.

8.6 Public Work Bonds. Before beginning a public work, Cotton shall furnish bonds from an authorized corporate surety in the forms and penal sums required by Texas Government Code Chapter 2253: a performance bond when the prime contract exceeds $100,000 and a payment bond when it exceeds $25,000, or any successor thresholds. Each required bond shall be in the amount of this MSA and otherwise comply with Chapter 2253. Cotton shall increase or supplement bond coverage when required by law because of approved changes in the Contract Price.

## 9 CONFIDENTIALITY PUBLIC INFORMATION AND DATA

9.1 TPIA. Cotton acknowledges that records related to this MSA may be public information under Texas Government Code Chapter 552. The District may disclose records as required by law and is not liable for a good-faith disclosure required by law, Attorney General decision, subpoena, or court order.

9.2 Proprietary Information. Cotton shall conspicuously mark information it in good faith considers confidential and identify the legal basis when practicable. If Section 552.305 applies, the District shall give required notice; Cotton is responsible for submitting arguments to the Attorney General. The District need not litigate or defend Cotton's proprietary claim.

9.3 Mutual Confidentiality. Each Party shall use the other's nonpublic, properly identified proprietary information only for the MSA and protect it with reasonable care. Exclusions include information lawfully known, independently developed, publicly available without breach, received lawfully from a third party, or required to be disclosed.

9.4 Protected District Information. Cotton may access student, personnel, security, or other legally protected information only when necessary, authorized, and lawful. Cotton shall use reasonable administrative, technical, and physical safeguards, report suspected unauthorized access promptly, cooperate in response, and return or securely destroy information when no longer needed, subject to lawful retention obligations.

## 10 INTELLECTUAL PROPERTY AND PROJECT RECORDS

10.1 Ownership. The District retains its pre-existing materials and owns project-specific reports, photographs, logs, assessments, testing results, plans, and other deliverables created and paid for under a Work Order, excluding Cotton Background Intellectual Property.

**10.2 Cotton Background Intellectual Property & Deliverables License.** Cotton retains ownership of its pre-existing or independently developed tools, methods, software, forms, templates, and know-how ("Cotton Background IP"). **Notwithstanding the foregoing or anything to the contrary herein, Cotton hereby grants to the District a perpetual, irrevocable, fully paid-up, royalty-free, non-exclusive license to use, reproduce, modify, adapt, display, and distribute all project deliverables, drawings, specifications, as-builts, submittals, operation and maintenance manuals, reports, and closeout documentation (collectively, "Deliverables") provided by or on behalf of Cotton. This license is granted solely for the District's use in connection with the operation, maintenance, repair, renovation, alteration, expansion, and completion of the District's facilities and property, including the right to share such Deliverables with third-party architects, engineers, consultants, and contractors for such purposes**

10.3 Infringement. Cotton warrants that to Cotton's knowledge, it has necessary rights in Cotton-provided items and shall defend and indemnify the District from third-party infringement claims alleging that a Cotton-provided item, as originally provided by Cotton and used in accordance with this Agreement, directly infringes a third party's patent, copyright, or trademark, except to the extent such claim arises from (a) District-specified materials, designs, specifications, or instructions; (b) modifications, alterations, or combinations made by or on behalf of the District or any third party without Cotton's authorization; (c) use of the applicable item in a manner not contemplated or authorized by this Agreement; or (d) the combination or use of the applicable item with any product, service, software, material, or technology not provided or approved by Cotton. This does not apply to District-specified materials or unauthorized modifications. Cotton shall, at its expense, obtain continued use rights, replace or modify the item without material loss of function, or refund the affected price if neither remedy is commercially reasonable.

## 11 FORCE MAJEURE

11.1 Relief. A Party is excused only to the extent an extraordinary event beyond its reasonable control, not caused by it and not reasonably avoidable, materially prevents performance. Examples may include natural disasters, governmental

orders, war, terrorism, widespread utility failure, epidemic restrictions, pandemics, including but not limited to COVID-19, labor disruption not limited to the affected Party, measures of any governmental authority and supply interruption despite commercially reasonable alternatives. Foreseeable seasonal weather, price increases alone, and financial inability are excluded.

11.2 Notice and Mitigation. The affected Party shall notify the other within five business days after learning of the material effect, describe the affected obligations and expected duration, provide updates, and use commercially reasonable mitigation. Schedule relief is proportional to actual delay; cost relief requires a Change Order.

11.3 Extended Event. Either Party may terminate an affected Work Order if substantially all performance is prevented for more than 30 consecutive days. Cotton will be paid for conforming Work performed and unavoidable, documented commitments and demobilization costs, less mitigation, but not anticipated profit on unperformed Work.

11.4 Safety. Cotton need not violate safety law or recognized safety requirements, but must address hazards ordinarily associated with the disaster-response or restoration Work it undertakes. Nothing prevents the District from obtaining emergency protective services when Cotton cannot safely or timely perform them.

## 12 ASSIGNMENT

12.1 General Rule. Neither Party may assign this MSA or a Work Order without the other Party's prior written consent, not unreasonably withheld, except that the District may assign to a successor governmental entity as permitted by law.

12.2 Cotton Reorganization. Cotton may assign in connection with a merger, reorganization, or sale of substantially all relevant assets only if it gives prompt notice; the successor assumes all obligations in writing; possesses required qualifications, insurance, and legal eligibility; and the assignment does not increase price, diminish District rights, or impair performance. The District may object on reasonable procurement, responsibility, legal, or performance grounds.

12.3 Subcontracting Not Assignment. Approved subcontracting does not assign the Agreement or relieve Cotton. No assignment creates a direct obligation of the District to an assignee or Subcontractor absent an authorized written agreement.

## 13 DISPUTE RESOLUTION GOVERNING LAW AND VENUE

13.1 Executive Negotiation. A Party shall provide written notice describing a dispute. Authorized executives shall meet in good faith within 10 business days, unless emergency relief is needed.

13.2 Nonbinding Mediation. If unresolved, either Party may request nonbinding mediation in Wichita County, Texas. The Parties shall agree on a mediator within 10 business days or request appointment through a mutually acceptable dispute resolution service. Fees are shared equally; each Party bears its own counsel costs.

13.3 Litigation. After mediation reaches impasse, is terminated, or is not commenced within 30 days after request, either Party may pursue remedies available by law. Nothing prevents temporary injunctive relief, compliance with a limitations period, or a lawful bond claim. No binding arbitration is required.

13.4 Law Venue and Immunity. Texas law governs without regard to conflicts principles. Exclusive venue for litigation lies in a state court of competent jurisdiction in Wichita County, Texas, or, if federal jurisdiction exists, the federal district embracing Wichita County. Nothing independently consents to suit or waives District immunity. Attorneys' fees and damages are recoverable only as authorized by contract and applicable law, including Texas Local Government Code Chapter 271 where applicable.

## 14 NOTICES

Notices must be in writing and delivered personally, by nationally recognized overnight carrier, by certified mail return receipt requested, or by email with confirmation of receipt, to the addresses below. Notice is effective on receipt. A Party may update its address by notice.

| **Cotton** | **District** |
|---|---|
| Cotton Commercial USA Inc<br>Attn Legal Department<br>Address 840 W Sam Houston Pkwy N #225. Houston, Texas 77024<br>Email legal@cottonteam.com | Wichita Falls Independent School District<br>Attn Superintendent and General Counsel<br>1104 Broad Street<br>Wichita Falls Texas 76301<br>Email _____ |

## 15 TERM AND TERMINATION

15.1 Term. The MSA begins on the Effective Date and expires three years later unless earlier terminated. The Parties may renew only by signed amendment consistent with applicable procurement law. Expiration does not terminate an active Work Order unless stated therein.

**15.2 Future Work.** Either Party may terminate this MSA as to future Work upon thirty (30) days' written notice. No new Work may be authorized after notice of termination, but active Work shall continue until completed unless separately terminated. In the event of a termination of active Work or this MSA, the District shall owe Cotton only: (i) compensation for Work satisfactorily performed prior to the effective date of termination, including profit earned solely on such completed Work; and (ii) Cotton's actual, reasonable, and direct demobilization costs strictly incurred as a result of the termination that Cotton demonstrates could not reasonably be mitigated or avoided. In no event shall the District be responsible for unearned profit, anticipated overhead, indirect damages, or the unperformed balance of any Work Order, notwithstanding any contrary provision in a Work Order or contract document.

15.3 Monetary Default. Either Party may terminate an affected Contract Document for failure to pay an undisputed amount after written notice and 10 business days to cure, subject to Chapter 2251.

15.4 Material Breach. Either Party may terminate for a material breach not cured within 20 business days after detailed written notice. If cure reasonably requires longer, the breaching Party avoids termination by beginning cure within that period and diligently completing it. For lapse of required insurance, imminent danger, unauthorized disclosure of protected information, or another immediate material risk, the District may suspend affected Work and may terminate if the risk is not promptly controlled.

15.5 District Convenience Termination of Work. The District may terminate all or part of a Work Order for convenience. Cotton shall stop as directed, protect Work, mitigate commitments, and cooperate in transition. Cotton will receive payment for conforming Work performed, authorized noncancelable materials transferred to the District, and reasonable unavoidable demobilization cost and any additional costs provided for in the Work Order. Cotton is not entitled to profit or markup on unperformed Work or avoidable cost.

15.6 Cotton Convenience Termination of Work. Cotton may terminate an active Work Order for convenience only on 30 days' notice and only if it reasonably cooperates in a safe transition; provided Cotton may not terminate during active emergency stabilization when cessation would create an imminent threat, except for unsafe conditions or District payment default. Cotton is paid for conforming Work through termination but no termination fee or unperformed profit.

15.7 Default Termination and Closeout. Following Cotton default, Cotton is paid only for conforming accepted Work, less lawful offsets. Cotton shall submit final accounting within 30 days. Undisputed amounts are paid under Chapter 2251. Each Party shall return property and reasonably cooperate in closeout.

15.8 Survival. Accrued payment, warranty, indemnity, insurance tail, confidentiality, data, intellectual property, records, dispute, and immunity provisions survive as their nature requires.

## 16 GENERAL PROVISIONS

16.1 Authority and No Agency. Each signatory represents actual authority to sign for its Party. Cotton is not the District's attorney-in-fact and may not alter coverage, make representations, execute documents, or incur obligations in the District's name except under a narrow written authorization permitted by law.

16.2 Required Disclosures Certifications and Eligibility. Before execution and throughout the term, Cotton shall provide each disclosure, certificate, and verification required by applicable law or the District's procurement, including: advance felony-conviction notice under Texas Education Code Section 44.034; conflict-of-interest disclosures under Texas Local Government Code Chapter 176; a disclosure of interested parties under Texas Government Code Section 2252.908 when applicable; confirmation that Cotton is not prohibited from contracting under Texas Government Code Sections 2252.152 and 2252.153; applicable verifications concerning boycotts of Israel, energy companies, and discrimination against firearm entities or trade associations under Texas Government Code Chapters 2271 and 2274; and federal suspension, debarment, lobbying, and other certifications when federal funds are used. A verification applies only when its statutory coverage conditions are met. Cotton shall promptly notify the District if a representation becomes inaccurate or its eligibility changes.

16.3 Public Work Labor and Safety Requirements. For Work governed by applicable public-work requirements, Cotton shall comply with Texas Government Code Chapter 2258 concerning prevailing wage rates; Texas Labor Code Section 406.096 and applicable rules concerning workers' compensation coverage on governmental construction projects;

required building permits, inspections, accessibility requirements, and workplace-safety laws; and any trench-safety, hazardous-material, or other project-specific safety specifications included in the Contract Documents. Cotton shall include legally required provisions in its Subcontracts and provide required notices and certifications.

16.4 Nondiscrimination. Each Party shall comply with applicable nondiscrimination laws. Cotton shall not discriminate in employment or performance and shall comply with applicable accessibility requirements for Deliverables.

16.5 Entire Agreement and Amendment. The Contract Documents are the entire agreement. No invoice, website term, acknowledgment, course of dealing, oral statement, or field direction changes them. Amendments and waivers must be written and signed by representatives with actual authority.

16.6 Severability and Waiver. An invalid provision will be enforced to the lawful maximum or severed without affecting the remainder. Failure to enforce a provision is not a future waiver. Nothing permits enforcement beyond the District's lawful authority.

16.7 DBAs and Affiliates. Cotton may communicate or invoice under a disclosed registered DBA, including Advance Catastrophe Technologies, or Target Solutions. A DBA does not change the contracting entity, assign the MSA, or reduce Cotton's responsibility. No Affiliate is a contracting party or third-party beneficiary unless expressly agreed in writing.

16.8 No Third-Party Beneficiaries. Except for specifically protected indemnitees, the Agreement benefits only the Parties. No Subcontractor, supplier, Affiliate, employee, or consultant may enforce it against the District.

16.9 Counterparts and Electronic Signatures. The MSA may be signed in counterparts and electronically. Electronic signatures have the same effect as originals.

16.10 Interpretation. The Parties acknowledge mutual negotiation. Headings are for convenience. "Including" is nonexclusive. A deadline falling on a weekend or District holiday moves to the next business day unless an emergency Work Order expressly requires otherwise.

## SIGNATURES

The Parties execute this MSA through their duly authorized representatives as of the Effective Date.

| COTTON COMMERCIAL USA INC | WICHITA FALLS INDEPENDENT SCHOOL DISTRICT |
|---|---|
| By _____<br>Name _____<br>Title _____<br>Date _____ | By _____<br>Name _____<br>Title _____<br>Date _____ |

## EXHIBIT A RATE SHEET

The Rate Sheet agreed by the Parties shall be attached here. The February 2026 Cotton Rate Sheet from the reviewed agreement may be attached. Article 3 controls any inconsistency, and no unilateral modification is effective.

**Exhibit "A" 2026 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.*

### *A.*

| *Classification - Management* | *Classification Hourly Rates* | | *Classification Hourly Rates* |
|---|---|---|---|
| Project Consultant (PCS) | $150.00 | Project Accountant (PA) | $83.50 |
| Project Coordinator (PC) | $130.00 | Assistant Project Manager (APM) | $88.00 |
| Project Manager (PM) | $100.00 | Project Administrative (PAA) | $57.00 |
| Health & Safety Officer (HSO) | $95.00 | | |
| ***Classification - Restoration*** | | | |
| Drying / Equipment Technician (DET) | $67.00 | Biohazard, Trauma, Forensic Supervisor (BTFS) | $115.00 |
| Equipment Operator (EO) | $90.00 | Biohazard, Trauma, Forensic Technician (BTFT) | $85.00 |
| Restoration Supervisor (RS) | $73.00 | Biohazard, Trauma, Forensic Labor (BTFL) | $70.00 |
| Resource Coordinator (RC) | $60.00 | Certified Asbestos / Lead Supervisor (AS) | $80.00 |
| Restoration Technician (RT) | $59.00 | Certified Asbestos Technician / Worker (AT) | $75.00 |
| General Labor (GLE) - (Experienced with Cotton Operations) | $48.50 | Mold Remediation Worker (MRW) | $64.00 |
| General Labor (GL) | $43.00 | | |
| ***Classification - Construction*** | | | |
| Metal Worker / Fabricator (FAB) | $160.00 | Masonry (MAS) | $68.00 |
| Electrician (E) | $175.00 | Wallcovering Installer (WPR) | $68.00 |
| Plumber (PLM) | $165.00 | Carpenter - Finish (FNH) | $68.00 |
| Fire Suppression (FS) | $165.00 | Drywall (D) | $65.00 |
| HVAC Technician (HVC) | $155.00 | Painter (P) | $65.00 |
| Welder (WLD) | $98.50 | Carpenter - Rough (FNC) | $65.00 |
| Roofer (RFG) | $98.00 | Tile Installer (TIL) | $59.00 |
| Scaffolder (SCF) | $95.00 | Flooring Installer (FCI) | $59.00 |
| Estimator (EST) | $130.00 | Acoustic Tile Installer (ACT) | $58.00 |
| Superintendent (SP) | $79.50 | Insulation Technician (INS) | $52.50 |
| Trade Supervisor (TS) | $69.00 | | |

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.*

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, overtime laws, collective bargaining agreements or labor shortage, which would modify Cotton standard rates and practices, Cotton will have the option to make adjustments in the hourly rates and other provisions stated above or invoice all wages at cost plus 30% on any and all of the classifications listed above.*

*Customer Initials:_____ Cotton Initials:_*

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 this personnel exceeds our listed price, Cotton will charge the cost plus 30%.*

## II. EXPENSES / REIMBURSABLE

### A. UNSCHEDULED / SPECIALTY WORK:

*For any trade or service which Cotton does not provide or which is not scheduled in this Rate Schedule, the amount invoiced will be billed at cost plus 10% overhead and 10% profit.*

### 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 plus 10% overhead and 10% profit added. 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, plus 10% overhead and 10% profit added. 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 plus 10% overhead and 10% profit mark-up thereon.*

### 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.*

### E. STATE OF EMERGENCY RESOURCE COORDINATION

*Cotton reserves the right to pass all indirect costs associated with mobilization and management recovery services during an areawide event to Customers. Areawide event could include but are not limited to hurricanes, tropical cyclones, tornadoes, floods, and earthquakes. This cost will be five (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 when working in and around high cost-of-living areas including but not limited to New York, New Jersey, New Hampshire, Nevada, Oregon, Washington, California, Maine, and Washington D.C., and internationally, a 25% premium may be applied if applicable in order to account for the increased costs. This premium will be discussed with client and is subject to change. 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:_____ Cotton Initials:_*

***Equipment***

| ***Equipment Description*** | ***Unit*** | ***Daily*** | ***Equipment Description*** | ***Unit*** | ***Daily*** |
|---|---|---|---|---|---|
| Air Blower, Industrial High CFM | Ea | $85.00 | HVAC Video Inspection System | Ea | $255.00 |
| Air Compressor | Ea | $75.00 | Hard Panel Containment System | Ft | $9.00 |
| Air Conditioner - 1 - 2 ton - Portable | Ea | $275.00 | Heater - Portable Electric - Small 110V | Ea | $75.00 |
| Air Conditioner - 20 - 30 ton | Ea | $1,250.00 | Hydroxyl / Ozone Deodorization Machine | Ea | $200.00 |
| Air Mover / Axial Fan | Ea | $35.00 | Injection Drying System | Ea | $275.00 |
| Air Scrubber(HEPA) - Small (<1000 cfm) | Ea | $125.00 | Ladder(Less than 12') | Ea | $9.00 |
| Air Scrubber(HEPA) - Large (1001-2000 cfm) | Ea | $145.00 | Ladder(Greater or Equal to 12') | Ea | $26.50 |
| Barricade Fencing (One Time Charge) | Ft | $1.25 | Light, Demo / Drop / Stand / String | Ea | $35.00 |
| Blower (Gas Powered) | Ea | $38.00 | Light, Tower | Ea | $200.00 |
| Cart, Tilt / Demolition | Ea | $30.00 | Lumber - 2" x 4" (One Time Charge) | Ft | $1.25 |
| Chainsaw | Ea | $52.00 | Lumber - Plywood 1/2" (4' x 8' sheet)(One Time Char | Ea | $55.50 |
| Dehumidifier Refrigerant - LG (<125 ppd) | Ea | $135.00 | Lumber - Plywood 3/4" (4' x 8' sheet)(One Time Char | Ea | $84.00 |
| Dehumidifier Refrigerant - XL (>=125 ppd) | Ea | $165.00 | Manometer, Recording Differential Pressure | Ea | $95.00 |
| Dehumidifier Refrigerant - XXL (>170 ppd) | Ea | $185.00 | Mobile Containment Cube (HEPA Filtered ) | Ea | $225.00 |
| Desiccant Dehumidifier 150-499 CFM | Ea | $280.00 | Moisture Survey - IR Camera | Ea | $130.00 |
| Desiccant Dehumidifier 500-999 CFM | Ea | $435.00 | Moisture Survey - Moisture Meter | Ea | $29.00 |
| Desiccant Dehumidifier 1000-2999 CFM | Ea | $1,125.00 | Offsite Disposal Fee | Ea | $135.00 |
| Desiccant Dehumidifier 3000-4499 CFM | Ea | $1,350.00 | PPE Package A (3 or less) | Ea | $9.50 |
| Desiccant Dehumidifier 4500-6000 CFM | Ea | $1,650.00 | PPE Package B (4 or more) | Ea | $15.50 |
| Desiccant Dehumidifier 6001-9999 CFM | Ea | $2,050.00 | Particle Counter | Ea | $225.00 |
| Desiccant Dehumidifier 10000-11999 CFM | Ea | $2,550.00 | Pump, Sump (2" or less Electric) | Ea | $35.00 |
| Desiccant Dehumidifier 12000-15000 CFM | Ea | $3,850.00 | Pump, Trash (3" or Less) | Ea | $95.00 |
| Electrical - 100 Amp Distro Panel | Ea | $125.00 | Pump, Submersible (3" Electric) | Ea | $248.00 |
| Electrical - 200 Amp Distro Panel | Ea | $180.00 | Radio, 2 way – Job site comm. | Ea | $24.00 |
| Electrical - 50 Amp Spider Box | Ea | $75.00 | Respirator Protection (Half/Full Face) | Ea | $25.00 |
| Electrical - 50' #2 Banded 5-Wire cable | Ea | $60.00 | Respirator Protection (PAPR/SCBA) | Ea | $85.00 |
| Electrical - 50' 4/0 Cable 480V | Ea | $57.00 | Saw - Kett (Includes Blades) | Ea | $55.00 |
| Electrical - 50' Spider box cable | Ea | $55.00 | Scaffolding - Baker's 6' | Ea | $45.00 |
| Extension Poles (Pair) | Ea | $15.00 | Shower Kit for Decontamination Chamber | Ea | $135.00 |
| Extraction Unit (Carpet Cleaning) | Ea | $200.00 | Sprayer, Airless | Ea | $175.00 |
| Extraction Unit (Electric) | Ea | $180.00 | Sprayer, Electrostatic | Ea | $165.00 |
| Extraction Unit (Gas Powered) | Hr | $295.00 | Sprayer, Pump | Ea | $8.00 |
| Extraction Unit, Portable (Gas Powered) | Ea | $325.00 | Trailer - Command / Office | Ea | $650.00 |
| Eye Wash Station | Ea | $28.00 | Trailer - Flatbed, Cargo | Ea | $195.00 |
| Fall Protection (harness w/lanyard and life line, excludes pulley) | Ea | $29.00 | Trailer - Fuel (refueling trailer) | Ea | $375.00 |
| Filter, Secondary HEPA Diffusers | Ea | $50.00 | Trash Can | Ea | $8.50 |
| Flex Duct (Includes T's and Y's) | Ft | $1.00 | Truck - Box Truck | Ea | $210.00 |
| Floor Buffer | Ea | $75.00 | Truck - Pickup (3/4 Ton) | Ea | $120.00 |
| Floor Cleaner / Stripper / Burnisher (Walk Behind) | Ea | $265.00 | Truck - Pulling/Tractor | Ea | $305.00 |
| Fogger, Thermal (Gas Powered) | Ea | $95.00 | Utility Terrain Vehicle - (UTV) | Ea | $185.00 |
| Fogger, ULV / Thermal (Electric) | Ea | $30.00 | Vacuum, Anti-Static | Ea | $105.00 |
| Four Gas Meter | Ea | $79.50 | Vacuum, HEPA | Ea | $95.00 |
| Fuel Cell/Tank (Truck Mounted or Stand Alone) | Ea | $90.00 | Vacuum, Wet/Dry | Ea | $25.00 |
| Furniture Blanket | Ea | $8.00 | Van, Cargo/Passenger | Ea | $170.00 |
| Gang Box(Misc. Power Tools) | Ea | $67.50 | Vehicle, Truck/Car | Ea | $130.00 |
| Generator (less than 10 kw) | Ea | $175.00 | Washer, High Pressure (Cold) | Ea | $125.00 |
| Generator 60 - 65 kw | Ea | $535.00 | Washer, High Pressure (Hot) | Ea | $205.00 |
| HVAC Cleaning System (Portable) | Ea | $425.00 | Washer, Trailer Mounted | Ea | $450.00 |

***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 plus 10% overhead and 10% profit.*
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 plus 10% overhead and 10% profit. 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 3.5% is calculated based upon the total billable amount of labor. The following "small tools" list includes but is not limited to: Adj. Wrench, Crow Bar, Pry Bar, Bolt Cutters, Broom (Corn, 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, Tie/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, Washtub, Utility Knife, Unger Pole w/ Fixi 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. Consumable's associated with specified equipment will be billed separately (i.e. filters, fuel, etc.).*
8. *Cotton will charge an offsite debris disposal fee of, at minimum, $135.00 per project when onsite waste is not available or provided. Debris may include but are not limited to, carpet, ceiling tile, sheetrock, etc.*

*Customer Initials:_____ Cotton Initials:_*

*9. Cotton reserves the right to adjust the pricing of all equipment based on inflation and market conditions.*

*Customer Initials:*_____ *Cotton Initials:*_

***Consumables***

| ***Chemical / Material Description*** | ***Unit*** | ***Rate*** |
|---|---|---|
| Alcohol, Isopropyl | Gal | $ 55.21 |
| Bags, Trash | Rl | $ 35.93 |
| Bags, Trash Environmental - 6ml | Rl | $ 184.03 |
| Boot / Shoe Covers | Pr | $ 1.75 |
| Box, Book / Freeze Dry | Ea | $ 4.22 |
| Box, Dish Pack | Ea | $ 8.12 |
| Box, Picture | Ea | $ 18.60 |
| Box, Wardrobe | Ea | $ 42.00 |
| Brown Paper | Rl | $ 114.75 |
| Brush, Grout | Ea | $ 2.38 |
| Brush, Long Handle / Scrub | Ea | $ 14.07 |
| Brush, Wire | Ea | $ 5.41 |
| Carpet mask 36" x 500' | Rl | $ 264.13 |
| Carpet, Cleaner / Deodorizer | Gal | $ 25.98 |
| Carpet, Defoamer | Gal | $ 86.60 |
| Cleaner, Glass | Gal | $ 19.49 |
| Cleaner, Glass Spray | Ea | $ 10.85 |
| Cleaner, HVAC Coil | Gal | $ 97.43 |
| Containment Boom | Ea | $ 46.00 |
| Degreaser, Heavy Duty | Gal | $ 67.12 |
| Degreaser, Light Duty | Gal | $ 32.93 |
| Deodorizing Gel / Block | Ea | $ 80.11 |
| Deodorizing Liquid | Gal | $ 86.60 |
| Deodorizing Odor Crystals | Gal | $ 112.58 |
| Disinfectant / Biocide / Sporicide | Gal | $ 74.95 |
| Disinfectant / Biocide Tablet | Ea | $ 1.90 |
| Disinfectant / Bleach | Gal | $ 13.53 |
| Disposable Decontamination Chamber (Per room) | Ea | $ 212.89 |
| Ducting, 8" Lay flat (6 mil) | Ft | $ 0.75 |
| Ducting, 12" Lay flat (6 mil) | Ft | $ 1.00 |
| Ducting, 18" Lay flat (6 mil) | Ft | $ 1.25 |
| Ducting, 20" Lay flat (6 mil) | Ft | $ 1.50 |
| Dust Mask | Ea | $ 5.41 |
| Filter, Dehumidifier | Ea | $ 16.45 |
| Filter, Pre Filter for Neg Air Machine | Ea | $ 2.33 |
| Filter, Pleated for Neg Air Machine | Ea | $ 24.36 |
| Filter, Charcoal for Neg Air Machine | Ea | $ 34.64 |
| Filter, HEPA for Neg Air Machine | Ea | $ 335.83 |
| Filter, Pre for HVAC Negative Air Machine | Ea | $ 27.93 |
| Filter, Cube(Secondary) for HVAC Negative Air Machine | Ea | $ 68.20 |
| Filter, Collection bag for HEPA Vacuum | Ea | $ 12.99 |
| Filter, Pre Filter for HEPA Vacuum | Ea | $ 19.49 |
| Filter, HEPA for Hepa Vacuum | Ea | $ 442.38 |
| Filter, Rolled Material | Sf | $ 3.22 |
| Floor Protectant, Ram Board | Rl | $ 119.08 |
| Floor Stripper | Gal | $ 69.28 |
| Floor Wax | Gal | $ 80.11 |
| Furniture Blocks | Bx | $ 151.55 |
| Furniture Pads | Bx | $ 184.03 |
| Furniture Polish | Ea | $ 14.43 |
| Gloves, Cut Resistant | Pr | $ 14.51 |
| Gloves, Surgical Latex / Nitrile | Bx | $ 30.64 |

| ***Material Description*** | ***Unit*** | ***Rate*** |
|---|---|---|
| Gloves, Work / Rubber / Leather | Pr | $ 4.87 |
| Ice Melt - Granular | Lb | $ 1.50 |
| Inventory Tags | Bx | $ 46.55 |
| Lock Tight / Air Lock (grey) | 1/2 Gal | $ 75.68 |
| Lubricant, Long Term Preserver - Heavy | Gal | $ 64.10 |
| Lubricant, Preserver - Light | Gal | $ 51.61 |
| Mop Heads | Ea | $ 8.40 |
| Pads, Floor Buffer - Rectangle | Ea | $ 32.35 |
| Pads, Floor Buffer - Round | Ea | $ 10.85 |
| Painters Plastic | Rl | $ 55.00 |
| Plastic FR Sheeting - Cordek | Ea | $ 75.78 |
| Plastic Sheeting (20' x 100') - 6 mil FR | Rl | $ 258.98 |
| Plastic Sheeting (20' x 100') 4 mil | Rl | $ 119.08 |
| Poly Hangers | Ea | $ 6.93 |
| Precut Sheet Metal up to 24" x 24" | Ea | $ 45.42 |
| Remover - Carpet / Mastic | Gal | $ 36.81 |
| Remover - Goof Off | Ea | $ 98.20 |
| Respirator Cartridge | Ea | $ 22.73 |
| Scrub Pads / Sponge | Ea | $ 3.50 |
| Sealant - Encapsulant, Antifungal | Gal | $ 166.71 |
| Sealant - Encapsulant, Asbestos | Gal | $ 16.67 |
| Sealant - Encapsulant, Duct | Gal | $ 95.26 |
| Sealant - Encapsulant, Odor | Gal | $ 88.77 |
| Sleeves, Cut Resistant | Pr | $ 23.82 |
| Sponges, Soot Removal | Ea | $ 5.95 |
| Spray Adhesive | Ea | $ 10.10 |
| Spray Bottle w/ Trigger | Ea | $ 5.41 |
| Stainless Steel Cleaner | Ea | $ 21.14 |
| Sticky Mats 18" x 36" (30 Pads) | Ea | $ 27.60 |
| Tape, Asbestos(Danger) | Rl | $ 25.00 |
| Tape, Blue / painters | Rl | $ 15.16 |
| Tape, Box (Brown) | Rl | $ 17.14 |
| Tape, Box (Clear) | Rl | $ 7.67 |
| Tape, Caution | Rl | $ 19.49 |
| Tape, Double Sided (Containment) | Rl | $ 34.64 |
| Tape, Duct(Grey/White) | Rl | $ 11.91 |
| Tape, Duct(Teal) | Rl | $ 17.32 |
| Tape, HVAC (Aluminum) | Rl | $ 60.62 |
| Tape, Preservation | Rl | $ 30.31 |
| Tarps | Sf | $ 0.26 |
| Thermo Fog | Gal | $ 192.69 |
| Tyvek Suits - Chemical / Forensic | Ea | $ 23.60 |
| Tyvek Suits - General / Mold / Dust | Ea | $ 11.26 |
| Wipes, Cotton Cloth | Lb | $ 5.45 |
| Wipes, Lint Free / Anti Static | Pkg | $ 36.81 |
| Wipes, Microfiber (25 Wipes) | Pkg | $ 35.18 |
| Wood Cream | Qt | $ 35.00 |
| Wrap, Bubble / Anti Static(Large) | Rl | $ 107.32 |
| Wrap, Bubble / Anti Static(Small) | Rl | $ 281.45 |
| Wrap, Shrink | Rl | $ 54.13 |
| Zippers | Ea | $ 13.53 |

***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 plus 10% overhead and 10% profit.*

2. *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.*

3. *Cotton reserves the right to adjust the pricing of all materials and consumables based on inflation and market conditions.*

*Customer Initials:_____ Cotton Initials:_*

## EXHIBIT B SERVICE WORK ORDER

**SERVICE WORK ORDER NO._____**

This Service Work Order No. _____ is made and entered into effective this the _____ day of _____ 202_ by and between Cotton Commercial USA, Inc. (hereinafter referred to as "***Cotton***") and _____, ("***Company***") pursuant to the terms and conditions of that certain Master Service Agreement dated effective as of _____, as heretofore amended or otherwise modified (as so amended and otherwise modified, the "***MSA***").

### 1. PROJECT DESCRIPTION

The Project is initially described as follows:

_____

_____

_____

_____

### 2. COMPENSATION

(a) Initial Contract Price:

_____

(b) Initial Deposit and Payment Date:

_____

### 3. REPRESENTATIVES

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

| Cotton: | Company: |
|---|---|
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Cell Phone: _____ | Cell Phone: _____ |
| Email: _____ | Email: _____ |

**4. MSA.**

This Service Work Order is made subject to the terms and provisions of the MSA, which terms and provisions are hereby incorporated by reference into this Service Work Order for all purposes. Capitalized terms used in this Service Work Order but not defined herein shall have the meanings assigned to such terms in the MSA.

**5. 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.

[*Remainder of page intentionally left blank. Signature page to follow*.]

IN WITNESS WHEREOF, the parties have executed this Service Work Order by their authorized representatives to be effective as of the date first set forth above.

| **COTTON:** | **COMPANY:** |
| --- | --- |
| **Cotton Commercial USA, Inc.** | _____ |
| BY: _____ | BY: _____ |
| NAME: _____ | NAME: _____ |
| TITLE: _____ | TITLE: _____ |

# EXHIBIT C TEMPORARY ROOFING TERMS

**ADDITIONAL TERMS AND CONDITIONS REGARDING TEMPORARY ROOFING WORK**

1. General Contractor Status. **COTTON IS A GENERAL CONTRACTOR TO OWNER ON THIS JOB.**

2. Disclaimer of Representations and Warranties. **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.**

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. Access to Roof. Cotton shall be provided with direct access to the roof of the Property. Cotton shall not be required to begin Work until underlying areas of the Property on which Work is to be performed are free from dirt, water, or debris in order to allow continuous full operation until Work completion. The expense of any extra trips by Cotton to and from the Property as a result of the Property not being ready for Work after Cotton has been notified to proceed will constitute part of the Contract Price.

5. Deposit. Company shall pay the Deposit no later than three days after accepting the Contract.

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 Claims pertaining to mold, including Claims arising out or relating to the detection, removal, disposal, or remediation of mold, 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 Claims caused by mold and incurred by Company, Cotton or Third Parties.

8. Electrical Conduit. The Contract Price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified in the corresponding Service Work Order. Company will indemnify, defined, and hold the Cotton Indemnified Persons harmless from any and all Claims arising out of the presence of electrical conduit, and Company shall render the conduit harmless so as to avoid injury to Cotton's personnel, and any additional expense to Cotton resulting from the presence of such materials shall constitute part of the Contract Price.

9. Protection of Work. Company acknowledges that the Work may cause disturbance or dust to fall into the interior of structures located on the Property. 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.

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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. **CONSEQUENTLY, 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 ANY SUBCONTRACTOR TO COMPANY.**

11. Sealed Attic Liability Exclusion. Cotton disclaims liability for any Claims arising out of or relating to combining a sealed attic system with spray foam insulation or a self-adhered underlayment, and Company agrees to indemnify, defined, and hold the Cotton Indemnified Persons harmless from any and all Claims arising out of said condition(s).

12. 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 any Claims arising out of any impairment or voiding of any existing warranties as a result of the Work.

13. 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. Cotton and Company agree to allocate certain risks so that, to the fullest extent not prohibited by law, Cotton's total aggregate liability to Company is limited to the dollar amount of the Contract for any and all Claims arising out of or relating to this Contract.

14. Company Protection of Property. Due to the nature of the Work 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, 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.

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## EXHIBIT 1 INSURANCE REQUIREMENTS

| Coverage | Minimum Limit |
|---|---|
| Commercial General Liability | $1,000,000 each occurrence; $2,000,000 general aggregate; $2,000,000 products and completed operations aggregate; $1,000,000 personal and advertising injury |
| Business Automobile Liability | $1,000,000 combined single limit each accident for owned hired and non-owned autos |
| Workers Compensation | Statutory Texas limits |
| Employers Liability | $500,000 each accident; $500,000 each employee disease; $500,000 policy disease |
| Umbrella or Excess Liability | $5,000,000 each occurrence and aggregate, excess of CGL auto and employers liability |

Additional-insured status shall apply to ongoing and completed operations to the extent commercially available. Waiver of subrogation shall apply where commercially available and permitted by law. These requirements apply to Cotton, not reciprocally to the District.

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## EXHIBIT 2 LOCATIONS

All District-owned, leased, or lawfully controlled locations identified in an authorized Work Order. Inclusion in this Exhibit does not itself authorize Work.

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## EXHIBIT 3 DEFINED TERMS

**Affiliate.** an entity controlling, controlled by, or under common control with a Party.

**Change Order.** a written, mutually executed change to an authorized Work Order.

**Contract Documents.** this MSA, its exhibits, an authorized Work Order, Change Orders, and documents expressly incorporated into them.

**Deliverables.** project-specific reports, records, photographs, logs, assessments, plans, drawings, data, and other items required by a Work Order.

**Emergency Work.** immediate mitigation, stabilization, temporary protection, or preservation lawfully authorized to protect persons, property, or essential operations.

**Final Completion.** completion of all Work and closeout obligations, excluding surviving warranty obligations.

**Person.** an individual or legal or governmental entity.

**Project.** the undertaking identified in a Work Order.

**Property.** the District site or other property identified in a Work Order.

**Subcontractor.** a person or entity retained by Cotton to perform or furnish a portion of the Work, including an Affiliate acting in that capacity.

**Substantial Completion.** the stage when the Work is sufficiently complete for the District's intended use, subject to minor punch-list items.

**Work.** the labor, services, goods, equipment, and deliverables expressly authorized by a Work Order or permitted emergency authorization.

**Work Order.** a written Service Work Order or official District purchase order authorized under Article 4.