

MASTER SERVICE AGREEMENT

*Between*

COTTON COMMERCIAL USA, INC.

*and*

TEXAS TECH UNIVERSITY SYSTEM  
And components,  
Texas Tech University  
Texas Tech University Health Sciences Center  
Angelo State University

*Dated*

NOVEMBER 23, 2011

Master Service Agreement

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Exhibits:

- "A" Rate Sheet
- "B" Service Work Order
- "C" Insurance Requirements

MASTER SERVICE AGREEMENT

This Master Service Agreement (this "Agreement") is entered into effective as of the 6 day of JANUARY, 2011 (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") and TEXAS TECH UNIVERSITY SYSTEM and its Components (hereinafter called "Company").

WHEREAS, Company may from time to time desire Cotton to perform work and/or provide items of equipment, machinery, materials or supplies in the conduct of Company's operations; 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 for goods and/or services entered into between the parties.

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

1. PERFORMANCE OF WORK

- (a) Company and Cotton may agree from time to time that Cotton shall perform certain services and/or assist in the procurement of certain items of equipment, machinery, materials or supplies on behalf of Company (collectively, the "Work"). During the term of this Agreement, the fees and charges for the Work shall be in accordance with the Rate Sheet attached hereto as Exhibit "A," and incorporated herein by this reference, unless rates or lump sum cost for specific Work not otherwise specified or identified on the Rate Sheet attached as Exhibit "A" are included in a Work Order, as described in Article 2 below. The Rate Sheet may be modified in writing from time to time by Cotton upon at least sixty (60) days prior written notice (the "Notice Period") for goods and services listed on the then current Rate Sheet; provided, however, that such modification shall not be effective for any Work Order pursuant to which Work has commenced. The Notice Period shall not be required to be 60 days, and may be shorter as mutually agreed by the parties hereto, for goods and/or services not listed on the then current Rate Sheet. A modified Rate Sheet shall automatically replace the current Rate Sheet without any further action on the part of any party upon delivery of the modified 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) Cotton shall perform all Work in a skillful and workmanlike manner in accordance with industry standards. Cotton has the requisite skill, experience and adequate personnel to perform the Work. Except as otherwise specifically agreed, Cotton shall provide all labor and skills and all equipment, machinery, materials, supervision and supplies necessary for the performance of the Work. Any and all expenses incurred by Cotton, as part of the Work, that are invoiced to Company shall be subject to the prior, written approval of Company. If any invoiced expense is anticipated to exceed an approved budget, such increase shall be approved, in writing, prior to being incurred.
- (c) Cotton may employ and/or, as Cotton may elect, retain as consultants or agents a party who controls, is controlled by or under common control with Cotton, in performing Cotton's obligations under this Agreement; *provided, however*, that (i) Cotton shall disclose to Company all transactions with any such affiliated or related party, and (ii) no such arrangement shall release Cotton from any of its obligations, duties and liabilities under this Agreement.

2. CONTRACTS BETWEEN THE PARTIES

- (a) Any contract whereby Cotton agrees to perform Work must be in writing. The parties shall endeavor to execute a Service Work Order in the form of Exhibit "B," attached hereto and made a part hereof, prior to beginning any Work. A Service Work Order is not binding on any party until all parties have executed such Service Work Order. Cotton reserves the right to revise and update Exhibit "B" from time to time. 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"). As between the terms of a Company P.O. and an Acknowledgment, the terms of the Acknowledgment shall control. A fully-executed Service Work Order or a Company P.O. and related Acknowledgment are referred to herein as a "Work Order."
- (b) If any terms and conditions are included in a Work Order that conflict with this Agreement, the terms and conditions contained in such Work Order shall replace and supersede the terms and conditions contained in this Agreement with regard to the services provided pursuant to the respective Work Order, and otherwise the terms and conditions of both shall apply.
- (c) Earlier dated goods and services agreement(s) between the parties are superseded by this Agreement. This Agreement shall apply only to Work performed in the United States of America.

3. 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.
- (b) Any provision in any Work Order whereby Company or any of its agents or employees would otherwise have the right to direct Cotton or its agents or employees as to the manner of performing Work shall be interpreted as meaning that Cotton should follow the wishes of Company in the results to be achieved and not in the means whereby the Work is to be accomplished.
- (c) As a procurement agent for Company, Cotton will negotiate, execute and deliver, in Company's name as agent for Company, purchase orders, vendor agreements and other similar orders, agreements or contracts necessary to procure items of equipment, machinery, materials or supplies on behalf of Company, as requested by Company in a Work Order. Company shall pay for all such items on or prior to the due date therefor. Cotton and the other indemnitees identified in Section 8 (Risk Structure) are entitled to the rights thereunder to the extent any Claims (as defined in Section 8) are asserted in connection with Cotton's Work as a procurement agent for Company. Company acknowledges and agrees that Cotton may recommend that equipment, machinery, materials or supplies be procured, and/or procure such items, from a party who controls, is controlled by or under common control with Cotton. Company further acknowledges and agrees that Cotton, in serving as a procurement agent for Company, will be relying on its operational experience in making any procurement recommendations requested by Company, and in no event shall Cotton be (i) responsible for obtaining competitive bids on items to be procured, or (ii)

liable to Company for failing to procure the most competitive item, whether in terms of price, quality or otherwise.

4. INVOICING AND PAYMENTS

- (a) Each Work Order shall set forth the Initial Deposit, if any, required in connection with the Work. Cotton shall have no obligation to commence the Work until the Initial Deposit has been received.
- (b) Cotton shall invoice Company for services and charges in connection with the Work as set forth in the specific Work Order.
- (c) Within fifteen (30) days of receipt of each invoice at said office, Company shall pay or cause to be paid, the full amount of Cotton's invoice.
- (d) If Company disputes a Cotton invoice, in whole or in part, Company shall notify Cotton of the dispute 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 charges on such invoice.
- (e) Should Cotton procure for Company equipment, machinery, materials or supplies not otherwise identified in the Rate Sheet, Company agrees to fund an imprest account established by Cotton to pay the actual cost of such items, according to terms mutually agreed by the parties in writing. Cotton shall furnish Company copies of suppliers', vendors' or other third parties' invoices covering such items. As a procurement agent for Company, Cotton shall have signature authority on such imprest account and, provided such imprest account is adequately funded, Cotton shall pay when due all such invoices (unless such an invoice is reasonably disputed by Cotton, in which case Cotton will notify Company and the parties will agree on a course of action to address such disputed invoice).

5. RISK STRUCTURE

(a) INDEMNIFICATION BY COMPANY. To the fullest extent permitted by applicable Texas 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) asserted by any third party (collectively, "Claims") and arising out of:

- (i) any act or failure to act by Company, a 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 Agreement or a Work Order in accordance with the provisions of this Agreement or a Work Order; or
- (iii) any material misrepresentation, either by commission or omission, under this


Agreement made by Company or any of Company's employees, subcontractors or any other person or entity under the control of Company.

- (b) INDEMNIFICATION BY COTTON. To the fullest extent permitted by applicable law, Cotton agrees to indemnify, defend and hold harmless Company and its past, present and future directors, officers, employees, shareholders, agents, and representatives from and against any and all Claims 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 Agreement or a Work Order in accordance with the provisions of this Agreement or a Work Order; and
  - (iii) any material misrepresentation, either by commission or omission, under this Agreement 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 Agreement, a Work Order or the Work, including without limitation, loss of profits or business interruptions, 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 Contract, the liability of Cotton for any damages incurred or suffered by Owner or any third party in connection with any claim arising out of this Agreement, 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 Owner, third party, or Cotton is paid by the issuer of such insurance policy.

\*\*This entire Clause or portions thereof, is enforceable only to the extent allowed, and not otherwise prohibited, by Texas Law.

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- (d) SURVIVAL. The obligations of this Article 5 shall survive the termination or expiration of this Agreement. The indemnities contained in this Article 5 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)' negligence, gross negligence, willful misconduct or breach of this Agreement or a Work Order.

6. Warranty

Cotton warrants that for a period of one year from the date the Work is completed it will be free from latent defects in workmanship and materials and such item shall comply with the requirements of this Agreement and the Work Order (to the extent only any such failure to satisfy the foregoing could not have been discovered upon the completion date). Cotton's

warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Cotton, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR A WORK ORDER, 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.

## 7. INSURANCE

The obligations of this Article 7 shall apply whether or not required by any other provisions of this Agreement, and these obligations shall be separate from and independent of any other provisions of this Agreement.

- (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 "C" 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 Agreement. All such insurance coverage shall be maintained by Company and Cotton at their sole expense at all times during the term of this Agreement.
- (b) **Additional Insured and Primary Coverage.** The insurance policies required pursuant to this Agreement, 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 Agreement 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 Agreement and prior to the commencement of the Work and upon any change, renewal, expiration or cancellation of the insurance required under this Agreement, Company and Cotton shall furnish the other with certificates of insurance conforming to the requirements of Exhibit "C," 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 15. Each certificate shall identify the Agreement to which it applies.
- (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 Agreement. 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 Agreement 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 "C," 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 Agreement, and to act in accordance with all of the other obligations set forth in this Agreement. If Company or Cotton fail to ensure compliance with these requirements, it shall be responsible for any loss suffered by any Additional Insured Person as a result of such non-compliance. When requested, each party shall furnish the other with certificates of insurance evidencing coverage for each subcontractor.

#### 8. 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 (such information is referred to herein as the disclosing party's "Confidential Information").
- (b) The receiving party shall inform each of its officers, employees, agents and subcontractors who receive any Confidential Information (each a "Representative") 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 8 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 Agreement by any of its Representatives.
- (c) Any Confidential Information which was in a receiving party's possession prior to its disclosure, or which is or shall become part of the public knowledge or literature from a source other than through a breach of this Agreement by the receiving party or its Representative, shall not be subject to the provisions of this Article 8. 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 8 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 Agreement, and monetary damages may 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 10, but shall be in addition to all other remedies available at law or in equity to a party.

- (e) Within ten 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 Agreement.

#### 9. INFRINGEMENT OF INTELLECTUAL PROPERTY

IN ADDITION TO THE INDEMNITY OBLIGATIONS UNDER ARTICLE 6, COMPANY SHALL INDEMNIFY 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 9, 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 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 ITS OWN COUNSEL 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 AGREEMENT 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. THE OBLIGATIONS OF THIS ARTICLE 10 SHALL NOT BE CONSTRUED TO LIMIT OR OTHERWISE NARROW THE OBLIGATIONS OF ARTICLE 5 IN ANY WAY.

#### 10. FORCE MAJEURE

- (a) In the event either party is prevented from performing any of its obligations under this Agreement 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 10 shall not excuse the

payment of any invoice for Work performed or the performance of any other financial obligation under this Agreement or a Work Order.

- (b) Force majeure shall include, without limitation, acts of God, unavoidable casualties or any cause beyond the control of Cotton or Company, including the requirements of any applicable law. Neither mechanical nor electronic difficulties, nor delays of third parties engaged by Cotton (except to the extent such delays are caused by force majeure), shall be considered force majeure.
- (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 Agreement 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, Company may terminate the Work immediately upon notice. In such case Company shall owe Cotton only the compensation earned to time of notice plus any demobilization fee provided for in the Work Order.

#### 11. ASSIGNMENTS

Neither party may assign or this Agreement, 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, provided that either party may assign its rights hereunder to any of its subcontractors or affiliated companies. Company acknowledges and agrees that the engagement of subcontractors by Cotton shall not be deemed an assignment of this Agreement, in whole or in part. This Agreement and each Work Order hereunder shall inure to and be binding upon the respective successors and assigns of the parties hereto.

#### 12. DISPUTE RESOLUTION

- (a) ~~The parties will make good efforts to first resolve any dispute subject to arbitration by escalating such dispute to higher levels of management. Neither party may file for arbitration until thirty (30) days have elapsed from the initiation of such good faith efforts, unless either party determines that delay would likely result in additional damages and/or harm. The time limitations regarding filing set forth in this Article shall not apply to any proceeding instituted for the sole purpose of obtaining emergency injunctive relief.~~
- (b) ~~Except as otherwise expressly provided herein, the parties agree that any dispute (whether arising in contract, warranty, tort, statutory or otherwise), including, but not limited to, (a) any and all controversies, disputes or claims arising under, or relating to, this Agreement, and any amendments thereto, any Work Order, any Work, or any dealings between Company and Cotton; (b) any controversy, dispute or claim arising by virtue of any representations, omissions, promises or warranties alleged to have been made by Cotton or Cotton's representative; and (c) any personal injury or property damage alleged to have been sustained by Company, shall be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) or, if applicable, by similar state statute, and not by or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all or any portion of its costs and fees. "Costs and~~

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~~fees" may include reasonable expenses of arbitration, including arbitrator's fees, administrative fees, travel expenses and out-of-pocket expenses such as copying and telephone, court costs, witness fees, and reasonable attorney's fees. The parties agree to work together in good faith to select an arbitrator in the county of Harris, Texas (to the extent practicable). If the parties are unable to agree on the appointment of an arbitrator, then the arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures provided, however, if there is any conflict between this Agreement and such rules or procedures, the provisions of this Agreement shall control. If for any reason the AAA is unable or unwilling to conduct the binding arbitration, either party may petition a court of general jurisdiction in the subject county to appoint an arbitrator. It is stipulated and agreed that the filing of a petition requesting appointment of an arbitrator shall not constitute a waiver of the right to enforce binding arbitration.~~

~~(c) The site of any arbitration brought pursuant to this Agreement shall be Harris 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.~~

~~(d) In any arbitration proceeding between the parties:~~

- ~~1) All applicable Federal and State law shall apply;~~
- ~~2) All applicable claims, causes of action, remedies and defenses that would be available in court shall apply;~~
- ~~3) The proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator;~~
- ~~4) The parties shall be entitled to conduct reasonable and necessary discovery;~~
- ~~5) The arbitrator shall render a written award and, if requested by any party, a reasoned award;~~
- ~~6) Any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court having jurisdiction.~~

~~(e) Company and Cotton agree that notwithstanding anything to the contrary, the rights and obligations set forth in this arbitration agreement shall survive (1) the termination of this Agreement by either party; (2) the default of this Agreement by either party; or (3) Substantial Completion and payment in full of the Total Contract Price. The waiver or invalidity of any portion of this arbitration agreement shall not affect the validity or enforceability of the remaining portions of this arbitration agreement and/or the Agreement. Company and Cotton further agree (1) that any dispute involving Cotton's directors, officers, partners, employees and agents shall be resolved as set forth herein and not in a court of law; and (2) that Cotton shall have the option to include its subcontractors and suppliers as parties in the alternative dispute resolution procedures set forth in this Contract.~~

~~(f) If any party to this Agreement files a proceeding in any court to resolve any such controversy, dispute or claim, such action shall not constitute a waiver of the right of such party or a bar to the right of any other party to seek arbitration of that or any other claim;~~

~~dispute or controversy, and the court shall, upon motion of any party to the proceeding, direct that such controversy, dispute or claim be arbitrated in accordance herewith. Inasmuch as this Agreement provides for mandatory arbitration of disputes, if any party commences litigation in violation of this Agreement, such party shall reimburse the other parties to the litigation for their costs and expenses including attorneys' fees incurred in seeking abatement of such litigation and enforcement of arbitration.~~

~~(g) Notwithstanding the foregoing, Cotton shall not be obligated to arbitrate any disputes that may arise under or in connection with any non-payment by Company under this Agreement, any Work Order or in connection with foreclosing upon a lien, and may instead file suit against Company in any state or federal court at Cotton's sole election.~~

### 13. 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.

### 14. OTHER CONDITIONS

General or special conditions in any of Cotton's price lists, invoices, tickets, receipts or other documents presented to Company relating to the Work hereunder are applicable. In case of conflict between the terms of this Agreement and the terms of any of the exhibits or any other attachments hereto, the terms of this Agreement shall prevail.

### 15. NOTICES

All notices, demands, requests, approvals, or other communications required or permitted under this Agreement 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 follows:

COTTON: COTTON COMMERCIAL USA, INC.  
5443 Katy Hockley Cutoff Road  
Katy, Texas 77493  
Phone: (713) 849-9300  
Fax: (713) 856-7425  
E-mail: britneys@cottonteam.com

COMPANY: TEXAS TECH UNIVERSITY SYSTEM  
P.O. Box 42003  
Lubbock, Texas 79409-2003  
Phone: 806-742-0212  
Fax: 806-742-3018  
E-mail: steve.bryant@ttu.edu

**16. TERMINATION OF AGREEMENT AND CONTRACTS**

- (a) This Agreement shall continue in full force and effect for a term of five years from the Effective Date and from month to month thereafter. Notwithstanding the foregoing, this Agreement 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 Agreement requiring the payment of money and such failure continues for more than ten (10) business day 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 Agreement 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 Article 8 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) 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 Agreement 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 Agreement is terminated, Company shall owe Cotton any unpaid compensation earned for work in process at 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 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 submission.

- (c) The obligations to indemnify, defend, and hold harmless and the obligations of Articles 8 and 12 contained in this Agreement shall survive the termination or expiration of this Agreement and any Work Order.

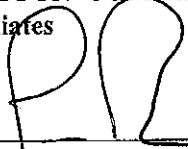
17. GENERAL PROVISIONS

- (a) The captions and headings used in this Agreement 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 Agreement 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 Agreement 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 Agreement shall be deemed valid, binding, and still enforceable.
- (d) In the event that either party commits any material breach of this Agreement 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) Subject only to Section 17(f), if applicable, this Agreement and the attached Exhibits and attachments (as amended from time to time pursuant to this Agreement 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. This Agreement may not be amended except by a writing signed by both parties.
- (f) If the parties have entered into additional agreements, the terms and conditions set forth in this Agreement shall at all time control in the event of conflict, otherwise the terms and conditions of both shall apply.
- (g) This Agreement 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 Agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic means shall be equally as effective as delivery of a manually executed original counterpart of this Agreement.
- (h) 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 Agreement shall apply to such Affiliate Work Order. Company and its Affiliate shall be jointly and severally liable for such Affiliate's obligations under this Agreement and such Affiliate Work Order, including all charges incurred in connection with such Affiliate Work Order.

18. SIGNATURE:

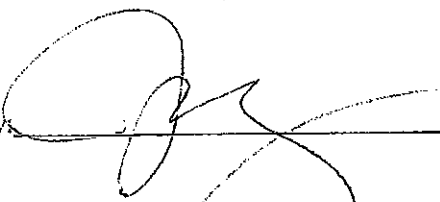
IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives to be effective as of the Effective Date.

COTTON COMMERCIAL USA, INC. and its affiliates Texas Tech University System

By:   
(Signature)

Name: PETE BELL  
Title: PRES/CEO

Address: 5443 Katy Hockley Cutoff Road  
Katy, Texas 77493  
Telephone: (713) 849-9300

By: 

Name: Jennifer Adling  
Title: Director of Procurement Services

Address: P.O. Box 42003  
Lubbock, Texas 79409-2003  
Telephone: 806-742-0212

\*The attached Contract Claims Resolution becomes part of this contract upon authorized signatures of both parties.

## CONTRACT CLAIMS RESOLUTION

The dispute resolution process provided for in the Texas Government Code, Chapter 2260 shall be used, as further described herein, by Texas Tech University and the contracting party in an attempt to resolve any unresolved claim for breach of contract arising under the Agreement and made by the contracting party.

- (a) A contracting party's claim for breach of this contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Government Code, Chapter 2260, Subchapter B. To initiate the process, the contracting party shall submit written notice, as required by Subchapter B, to the Director of Purchasing and Contracting. Said notice specifically states that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Texas Tech University and the contracting party that are otherwise entitled to notice under this Agreement. Compliance by the contracting party with Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code, Chapter 2260, Subchapter C.
- (b) The contested case process provided in Government Code Chapter 2260, Subchapter C, shall be the contracting party's sole and exclusive process for seeking a remedy for an alleged breach of contract by Texas Tech University if the Parties are unable to resolve their disputes in the ordinary course of business or under Chapter 2260, Subchapter B, UNLESS, after considering the recommendation of the Administrative Law Judge, the Legislature grants the contracting party consent to sue under Chapter 107 of the civil Practices and Remedies Code.
- (c) NEITHER THE EXECUTION OF THIS CONTRACT BY TEXAS TECH UNIVERSITY NOR ANY OTHER CONDUCT OF ANY REPRESENTATIVE OF TEXAS TECH UNIVERSITY RELATING TO THE CONTRACT SHALL BE CONSIDERED A WAIVER OF TEXAS TECH UNIVERSITY'S SOVEREIGN IMMUNITY TO SUIT.
- (d) The dispute resolution process provided for in Government Code Chapter 2260 will not, at any time, affect Texas Tech University's right of ability to bring suit against the contracting party for disputes arising under this Agreement, nor will it affect Texas Tech University's ability to assert all claims and defenses in a lawsuit.
- (e) Pursuant to Chapter 2260, the submission, processing and resolution of the contracting party's claim is governed by the published rules adopted by the Texas Attorney General's Office, as currently effective, hereafter enacted or subsequently amended.
- (f) An event or claim for breach of contract is not grounds for the contracting party to suspend performance under this agreement.

Initial for  
Acceptance







Exhibit "A" Rate Schedule

I. Personnel Labor Rates:

<u>A. CLASSIFICATION</u>	<u>HOURLY RATES</u>
Project Consultant (PCS)	\$150.00
Project Coordinator (PC)	\$125.00
Project Manager (PM)	\$85.00
Health & Safety Officer (HSO)	\$85.00
Project Accountant (PA)	\$79.00
Assistant Project Manager (APM)	\$75.00
Certified Mold Remediator (CRM)	\$75.00
Drying/Equipment Technician (DET)	\$65.00
Resource Coordinator (RC)	\$52.50
Carpenter (CPT)	\$54.00
Project Administrative (PAA)	\$52.50
Restoration Supervisor (RS)	\$52.50
Restoration Technician (RT)	\$35.50
General Labor (GL)	\$27.50

B. Management Fee ( Management of Customer Labor Force) \$3.50 per hour / man

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). The billing week will start on the date of mobilization.
2. All hours worked in excess of 40 hours in a week will be billed at (1.5) times the normal rate schedule.
3. All holidays recognized by Colton Commercial USA, LP ("Colton USA") will be billed at (2) times the normal billing rates. Recognized New Years, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas.
4. When circumstances beyond our control require Colton to stand-by at the job site, a minimum charge of 6 hours per employee will be billed.
5. Travel time for personnel shall be billed to the contract at the scheduled rates.
6. The scheduled rates and provisions in exhibit A ( Rate Schedule), take into account Colton USA'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 and State minimum wage laws, collective bargaining agreements or labor shortage, which could exceed or would modify Colton USA standard rates and practices. Colton USA 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.
7. Under certain circumstances, Colton may need to engage additional personnel in the categories listed above. If the cost for this personnel exceeds our listed price, Colton will charge the cost plus 30%.

Customer Initials: \_\_\_\_\_ Colton Initials: PB

II. DOCUMENT RESTORATION SERVICES

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

- A. 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.

III. EXPENSES/REIMBURSABLE

A. SUBCONTRACT/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 plus 10% overhead and 10% profit.

B. TRAVEL, LODGING AND PER DIEM

Cotton USA 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 plus 10% overhead and 10% profit added. Standard Per Diem reimbursement is \$35.00. Due to regional costs, projects managed including but not limited to (Metro Philadelphia, New York, New Jersey, Connecticut, Rhode Island, Massachusetts, New Hampshire, and Maine), and projects in the metro areas of Chicago, Cleveland, Detroit, Lansing, Toledo, Pittsburgh and the State of California, there will be a \$50.00 per diem paid to employees.

C. FREIGHT/TRANSPORTATION FEE'S

Cotton USA 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 ("Taxes") and any applicable federal, state or local approval, consent, permit, license and/or order fees ("Fees") incidental to performance of the work. Cotton USA shall be reimbursed for all such Taxes and Fees incurred with respect to the project.

E. INDIRECT COSTS

Cotton USA will have the option (but not obligation) during a declared State of Emergency (including natural disasters such as hurricanes, tornadoes, floods etc.) whether pending or existing, to pass onto our customer all indirect costs associated with mobilization and management of the related recovery services, an amount not to exceed 7.5% of all labor, equipment and consumables on each and every job managed by Cotton under these circumstances.

Customer Initials: \_\_\_\_\_ Cotton Initials: RR

**EXHIBIT A**  
**Rate Schedule (cont.)**



<b>Consumables</b>		<b>Unit</b>	<b>Rate</b>	<b>Material Description</b>	<b>Unit</b>	<b>Rate</b>
<b>Chemical Description</b>						
Adhesive Remover	Gal	\$	78.59	Ducting, 18" Lay flat (6 mil)	RI	\$ 182.99
Alcohol, Isopropyl	Gal	\$	39.25	Ducting, 12" Layflat (6 mil)	RI	\$ 130.77
Carpet, Cleaner	Gal	\$	19.46	Ducting, 8" Layflat (6 mil)	RI	\$ 85.84
Carpet, Defoamer	Gal	\$	21.63	Filter, HEPA for Hepa Vacuum	Ea	\$ 344.24
Carpet, Deodorizer	Gal	\$	21.63	Filter, Blue paper collection bag	Ea	\$ 3.92
Cleaner, Glass	Gal	\$	15.37	Filter, Rolled Material	Ft	\$ 3.22
Cleaner, Glass Spray	Ea	\$	10.85	Filter, Pleated for Neg Air Machine	Ea	\$ 7.45
Degreaser	Gal	\$	31.34	Filter, Pre Filter for Neg Air Machine	Ea	\$ 2.15
Deodorizing Block	Ea	\$	6.39	Filter, Charcoal for Neg Air Machine	Ea	\$ 24.03
Deodorizing Gel	Ea	\$	69.28	Filter, HEPA for Neg Air Machine	Ea	\$ 230.79
Deodorizing Liquid	Gal	\$	62.79	Filter, Pleated for Phoenix 200	Ea	\$ 5.94
Deodorizing Odor Crystals	Gal	\$	55.40	Filter, Pleated for Phoenix 300	Ea	\$ 16.24
Disinfectant / Biocide	Gal	\$	48.06	Furniture Blocks	Bx	\$ 69.28
Disinfectant / Biocide Tablet	Ea	\$	1.29	Furniture Pads	Bx	\$ 86.49
Bleach	Gal	\$	5.26	Gloves, Surgical Latex	Bx	\$ 10.83
Thermo Fog	Gal	\$	79.56	Gloves, Work / Rubber / Leather	Pr	\$ 2.81
Furniture Polish	Ea	\$	9.01	Hog Rings	Bx	\$ 36.26
Goof Off	Ea	\$	29.59	Inventory Tags	Bx	\$ 46.55
<b>Lubricant, Machinery</b>				Mop Heads	Ea	\$ 8.40
Preserver, light	Gal	\$	49.15	Plastic Sheeting (20' x 100') 6 mil	RI	\$ 121.24
Long Term Preserv., heavy	Gal	\$	61.05	Plastic Sheeting (20' x 100') 4 mil	RI	\$ 99.59
Stainless Steel Cleaner	Ea	\$	15.98	Plastic Sheeting (20' x 100') - 6 mil FR	RI	\$ 165.62
Sealant - Encapsulant, Duct	Gal	\$	95.02	Painters Plastic (.75 mil)	RI	\$ 41.14
Sealant - Encapsulant	Gal	\$	64.80	PH Quick Test Strips (100 per pack)	Pkg	\$ 31.72
Sealant - Encapsulant Antifungal	Gal	\$	99.70	Respirator Cartridge	Ea	\$ 18.08
Spray Adhesive	Ea	\$	4.96	Scrub pads 6 X 9 (20 per box)	Bx	\$ 40.05
<b>HVAC</b>				Sponges, Soot Removal	Ea	\$ 1.73
Cleaner, HVAC Coil	Gal	\$	39.81	Spray Bottle w/ Trigger	Ea	\$ 3.14
Lock Tight / Air Lock (grey)	1/2 Gal	\$	24.88	Sticky Mats 18" x 36" (120 Pads)	Bx	\$ 27.20
Pre - Filter for HVAC Negative Air Machine	Ea	\$	27.93	Tape, Caution	RI	\$ 14.07
Cube(Secondary) Filter for HVAC Negative Air Machine	Ea	\$	68.20	Tape, Duct(Teal)	RI	\$ 10.28
				Tape, Duct(Grey)	RI	\$ 7.51
<b>Material Description</b>	<b>Unit</b>	<b>Rate</b>		Tape, Blue / painters	RI	\$ 12.38
Bags, Trash	RI	\$	30.20	Tape, HVAC (Aluminum)	RI	\$ 22.30
Bags, Trash Environmental - 6ml	RI	\$	125.03	Tape, Box (Clear)	RI	\$ 5.41
Box, Book / Freeze Dry	Ea	\$	3.25	Tape, Box (Brown)	RI	\$ 11.54
Box, Dish Pack	Ea	\$	8.25	Tarps	Sf	\$ 0.26
Carpet mask 36" x 500'	RI	\$	255.36	Tyvek Suits	Ea	\$ 6.83
Paper, Corrugated	RI	\$	98.07	Wipes, Cotton Cloth	Lb	\$ 2.80
Brush, Wire	Ea	\$	4.55	Wipa, Kitchen Towel	Lb	\$ 4.76
Brush, grout	Ea	\$	1.56	Wipes, Lint Free / Anti Static	Bx	\$ 32.82
Brush, Long Handle / Scrub	Ea	\$	10.61	Wrap, Bubble / Anti Static(Small)	RI	\$ 256.55
Decontamination Chamber	Ea	\$	363.72	Wrap, Bubble / Anti Static(Large)	RI	\$ 99.37
Dust Mask	Bx	\$	30.31	Wrap, Shrink	RI	\$ 37.56
Ducting, 20" Layflat (6 mil)	RI	\$	201.91	Zippers	Ea	\$ 12.75

**Material Rate Considerations**

**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.

Customer Initials: \_\_\_\_\_ Cotton Initials:     PB

**EXHIBIT A**  
Rate Schedule (cont.)



<b>Equipment</b>			<b>Equipment Description</b>		
Equipment Description	Unit	Daily	Equipment Description	Unit	Daily
Air Compressor	Ea	\$ 35.00	Radio, 2 way - Job site comm.	Ea	\$ 24.00
Cart, Tilt / Demolition	Ea	\$ 24.00	Respirator Protection (Half/Full Face)	Ea	\$ 10.00
Electrical Dist. Panel (Spider Box)	Ea	\$ 45.00	Fall Protection (harness with lanyard and life line, excludes pulley)	Ea	\$ 28.00
Extraction Unit (Carpet Cleaning)	Ea	\$ 275.00	Saw - Kett	Ea	\$ 23.00
Extraction Unit (Electric)	Ea	\$ 175.00	Skid Steer	Ea	\$ 325.00
Extraction Unit (Gas Powered)	Ea	\$ 450.00	Sprayer, Airless	Ea	\$ 188.00
Eye Wash Station	Ea	\$ 25.00	Trailer - Flatbed, Cargo, Reefer	Ea	\$ 150.00
Fogger, Thermal (Gas Powered)	Ea	\$ 95.00	Trailer - Command - AC/Generator included	Day	\$ 475.00
Fogger, ULV / Thermal (Electric)	Ea	\$ 25.00	Trailer - Fuel (refueling trailer)	Day	\$ 375.00
Gang Box(Misc. Power Tools)	Ea	\$ 65.00	Truck - (Bobtail/Box Truck)	Ea	\$ 150.00
Generator (less than 10 kw)	Ea	\$ 125.00	Truck - Pulling/Tractor	Ea	\$ 195.00
Generator 60 kw	Ea	\$ 325.00	Transportation Bus	Ea	\$ 300.00
Generator 125 kw	Ea	\$ 680.00	Vacuum, Anti-Static	Ea	\$ 65.00
Generator 175 kw	Ea	\$ 840.00	Vacuum, HEPA	Ea	\$ 45.00
Generator 320 kw	Ea	\$ 1,200.00	Vacuum, Wet/Dry	Ea	\$ 25.00
HEPA Filtration Unit / Air Scrubber	Ea	\$ 110.00	Van / Cargo	Ea	\$ 125.00
HVAC Diesel Duct Cleaning Truck	Ea	\$ 450.00	Vehicle, Company Owned	Ea	\$ 75.00
HVAC Negative Air Machine	Ea	\$ 125.00	Washer, High Pressure (Cold)	Ea	\$ 95.00
HVAC Air Tool Kit	Ea	\$ 30.00	Washer, High Pressure (Hot)	Ea	\$ 195.00
HVAC Cutting Spray Kit	Ea	\$ 30.00			
HVAC Duct Auger	Ea	\$ 95.00	<b>Drying Equipment Description</b>	<b>Unit</b>	<b>Daily</b>
HVAC Duct Sweeper	Ea	\$ 80.00	Air Mover	Day	\$ 22.00
HVAC Pln Welder	Ea	\$ 75.00	Axial Fan	Day	\$ 28.00
Light, Demo / Drop / Stand / String	Ea	\$ 25.00	Refrigerant DH Unit - Dri-Eaz 1200	Day	\$ 90.00
Moisture Survey - IR Camera	Ea	\$ 90.00	Refrigerant DH Unit - Dri-Eaz 2000 - 2400	Day	\$ 160.00
Moisture Survey - Moisture Meter	Ea	\$ 25.00	Refrigerant DH Unit - Phoenix 200	Day	\$ 150.00
Onsite accounting Package (Laptop, Printer)	Ea	\$ 65.00	Refrigerant DH Unit - Phoenix 300	Day	\$ 200.00
Onsite transportation	Ea	\$ 35.00	Desiccant DH Unit - 750cfm	Day	\$ 375.00
Ozone Generator	Ea	\$ 120.00	Desiccant DH Unit - 4500-6000cfm	Day	\$ 1,460.00
PPE Package (3 or more safety items per person)	Ea	\$ 10.00	Desiccant DH Unit - 9000-10000cfm	Day	\$ 2,380.00
Pump, Sump	Ea	\$ 28.00	Desiccant DH Unit - 12000cfm	Day	\$ 2,850.00
Pump, Trash (3' or Less)	Ea	\$ 85.00	DX Unit 1-2 ton - Portable	Day	\$ 225.00
			DX Unit 20/25 ton	Day	\$ 1,028.00

**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. 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.

**4. Cotton USA Supplied Small Tools Charge**

Small Tools usage will be calculated at 3% of total labor.

**5. PPE Package.**

Three or more of the following items must be used to warrant charge per day, per person: Hard Hat, Safety Glasses, Back Brace, Knee Brace, Rubber/Work Boots, Ear Protection or Safety Vest.

Customer Initials: \_\_\_\_\_ Cotton Initials: PCB

Exhibit "B"

SERVICE WORK ORDER  
(Example)

EFFECTIVE DATE: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Project Description includes the Scope of Work attached hereto as Exhibit "1"

PROPERTY ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INITIAL DEPOSIT: \_\_\_\_\_

INVOICING DETAILS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibit "C"  
Insurance Requirements

Cotton shall provide evidence of the following insurance as a minimum. Texas Tech University System shall be an additional insured on all policies except workers' compensation, employers liability and professional liability.

- Automobile Liability - \$1,000,000 each accident limit for bodily injury and property damage
- Commercial General Liability (must include products and completed operations) - \$1,000,000 per occurrence bodily injury and property damage, \$2,000,000 aggregate.
- Workers' Compensation – Coverage A in compliance with Texas law. Coverage B \$1,000,000/\$1,000,000/\$1,000,000
- Professional/Pollution Liability - \$5,000,000 each claim and in the aggregate
- Umbrella or Excess Liability - \$5,000,000 each occurrence and in the aggregate

Company self funds workers' compensation and general liability. Automobile liability limits shall be equal to the tort caps established by Texas law.