

COTTON CULINARY, INC.
Master Services Agreement

THIS MASTER SERVICE AGREEMENT (this "Agreement") is entered into effective as of the 23rd day of August, 2017 (the "Effective Date"), by and between COTTON CULINARY, INC., a Delaware Corporation with offices located at 5443 Katy Hockley Cut Off Rd, Katy, TX 77493, (hereinafter called "Cotton") and City of League City, a municipal corporation with offices located at 300 W. Walker St, League City TX 77573, (hereinafter called "Company"). Company and Cotton may be collectively referred to as the "Parties" or individually referred to as a "Party".

WHEREAS, Company may from time to time, during the term of this agreement, desire Cotton to perform work or tender services for the benefit or account of Company; and

WHEREAS, Cotton is in the business of providing said work or services; and

WHEREAS, Company and Cotton desire to establish certain general terms and conditions which shall apply to and become part of each and every Work Order entered into between the parties.

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

1. AGREEMENT DOCUMENTS

- a. Agreement Documents. The "Agreement Documents" consist of this Agreement, and the conditions hereto, general, supplementary and other, if any, the time and materials rate sheet ("T&M Rate Sheet") attached as Exhibit "A", the Service Work Order identified in Exhibit "B" (the "Work"), the Insurance Coverage identified in Exhibit "C", Additional Scope of Services identified in Exhibit "D", all Menu Orders (defined below) issued by Company, and all addenda issued prior to and all modifications issued after execution of this Agreement and agreed upon in writing by the parties to this Agreement, including, without limitation, any Change Orders (as defined below). All such instruments and documents form this Agreement, and are as fully a part of this Agreement as if set forth in full herein. In the event of conflict between the Agreement Documents and this Agreement, the provisions of this Agreement shall govern.

2. SERVICES

- a. Services. Cotton agrees to furnish all food, labor, supervision, equipment, and other property and services necessary to provide food service to Company as set forth in Exhibit B.
- b. Menu Order. If not already set forth in a Service Work Order, not less than seventy-two (72) hours prior to each day Cotton is to provide the Work, Company shall provide Cotton with written notice of the meal(s) being served, as well as the guaranteed meal count (the "Menu Order"). By way of example only, for food service on a Wednesday, on Saturday Company will advise Cotton of the need for lunch service for 150 persons. Upon receipt of the Menu Order, the meal count in the Menu Order shall be the guaranteed minimum meal count and is not subject to reduction. If the actual number of meals served exceeds the Menu Order, Company will be responsible for payment of the excess. While Cotton will make every effort to accommodate service of meals in excess of the Menu Order, Cotton cannot guarantee availability of food in excess of the Menu Order. For purposes of this subsection, a transmission via electronic mail ("email") indicating (i) the type of meal service requested (i.e., breakfast, lunch and/or dinner) and (ii) a meal count shall constitute a valid Menu

Order.

- c. Disposal of Food. Any unused food remains the property of Cotton and Cotton reserves the right to dispose of any unused food in its sole discretion.
- d. Permits. Any federal, state or local permits or consents required for the performance of the Work are the responsibility of Company and Company shall bear all costs related to same.

3. AGREEMENT PRICE

- a. Agreement Price. Company agrees to pay Cotton for the Work in accordance with the terms and conditions contained herein, the Work Order and the T&M Rate Sheet.
- b. Payment. Cotton shall periodically submit a written invoice to Company for the Work rendered (an "Invoice"). Payment of an Invoice shall be due within thirty (30) days of receipt by Company.
- c. Late Payments. There will be a late charge on all or any portion of the charges reflected on the Invoice which are not paid within thirty (30) days of the date the Invoice is delivered to Company, which shall equal five percent (5%) of such overdue amount. If Company does not pay Cotton within thirty (30) days after the date the Invoice is delivered to Company, then Cotton may, at its option, stop the Work until payment of the amount owing plus any late charge has been received. In such event, Cotton may also increase the Agreement Price to include Cotton's reasonable costs of shut-down, delay and start-up.
- d. Change Orders. Any modifications or changes (i.e., additions or deletions) ("Change Order") with respect to this Agreement including, without limitation, change in the Work and the amount of the adjustment, if any, in the Agreement Price, shall be agreed to in writing by Cotton and Company and shall take effect upon execution of such Change Order by Cotton and Company. For purposes of this subsection, an acknowledgement transmitted via email indicating (i) agreement to the Change Order and (ii) authority to approve the Change Order on behalf of Cotton or Company, as the case may be, shall constitute a valid writing. All costs of the Work as modified shall be paid in the same manner as set forth above.

4. DUTIES, COOPERATION AND AUTHORIZATION

- a. Cooperation by Company/Term of Agreement. Company agrees to cooperate with Cotton in the performance of the Work, and such duty shall last until completion of the Work and Company agrees to fully cooperate with Cotton as is reasonably required by Cotton for completion of the Work.
- b. Location for Food Service. Company shall provide a designated area for Cotton to provide the Work. In addition, Company shall provide one or more locations for Cotton to locate and store equipment and other property necessary to provide the Work.
- c. Independent Cotton. In the performance of the Contract, it is hereby declared that the COTTON is an independent Cotton. All persons introduced by the Cotton during the performance of the Contract shall be regarded as the Personnel of the Cotton alone and all debts, liabilities and obligations of any kind imposed upon or incurred by the Cotton in the performance of the Contract shall be the debts, liabilities and obligations of the Cotton.
- d. Subcontractor. As Cotton is an independent Contractor, Cotton has exclusive authority to sub-contract and to utilize other subcontractors (including those who are to furnish materials or

equipment) ("Subcontractor"), as it deems necessary for completion of the Work. Company hereby acknowledges and agrees that Cotton may sub-contract and use Subcontractors as Cotton deems necessary in its sole discretion for completion of the Work.

- e. Special Diets. Company shall notify Cotton of any medically required special diets ("Special Diets") required as part of the Work. Accommodating Special Diets may impact the Contract Price.
- f. Cotton Meals. Cotton staff meals shall be included in the Menu Order and shall be provided at Company's cost.

5. WARRANTIES AND REPRESENTATIONS

- a. Cotton warrants that the Work shall be performed in a good and workmanlike manner with due diligence and without undue delays or interruptions.
- b. Cotton shall ensure that any equipment or materials which are to be used by Cotton in connection with the Work shall (i) be in satisfactory operating condition and suitable for safe and efficient operation, (ii) comply with Legislation, (iii) be fit for the intended purpose, (iv) be accompanied by all safety, test and operating certificates and/or records required by the Authorities and any reasonable requirements set by Company; (v) be operated safely by qualified personnel; and (vi) be appropriately secured when not in operation.
- c. Cotton shall work in a clean, safe and orderly fashion and shall be responsible for maintenance and cleaning of its work location(s). Equipment materials, consumables and all other items required in connection with the performance of the Work shall be kept in a safe and tidy condition at all times and, when not in use, shall be stored in a secure, safe and orderly manner.
- d. Cotton agrees that the Work shall be performed as economically as possible with the appropriate number of employees, materials, and equipment necessary to safely perform the Work.

6. TERM AND TERMINATION

- a. Unless earlier terminated as provided for below, 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.
- b. Termination for Convenience. The Parties each have the right to terminate this Contract at any time upon seven (7) days' notice to the other Party. Company shall be obligated to pay Cotton for the Work performed prior to the date of such termination. If Company terminates the Contract, Company shall also be obligated to pay Cotton for the costs of demobilization as provided for in the T&M Rate Sheet.
- c. Termination for Cause. Cotton may terminate this Contract, following written notice to Company, by reason of: (1) Company's failure to make a payment within the time stated above; (2) Company's persistent failure to fulfill Company's obligations under this Contract with respect to matters important to the progress of the Work; (3) repeated suspensions, delays or interruptions of the Work by Company; or (4) Company's failure to submit Menu Orders meeting the minimum meal counts set forth in the Scope of Work. Company shall be obligated to pay Cotton for the Work performed prior to the date of such termination, as well as Cotton's costs of demobilization as provided for in the T&M Rate Sheet.

Company may terminate this Contract, following written notice to Cotton, by reason of: (1) Cotton's persistent failure to fulfill Cotton's obligations under this Contract with respect to matters important to the progress of the Work; or (2) repeated suspensions, delays or interruptions of the Work by Cotton. Company shall be obligated to pay Cotton for the Work performed prior to the date of such termination.

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. RISK STRUCTURE

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

(d) **SURVIVAL.** The obligations of this Article 8 shall survive the termination or expiration of this Agreement. The indemnities contained in this Article 8 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.

9. SAFETY

Cotton and its subcontractors, if any, shall comply with all local, state, and federal health and safety laws and regulations applicable to Cotton in the performance of its Work hereunder. While on the premises of Company, Cotton and its subcontractors shall comply with Company's site-specific regulations and shall ensure that all of its employees, subcontractors and agents have a safe work environment. Cotton is solely responsible for the safety of Cotton's employees and the means and methods employed by its employees in performing the Work contemplated herein, and agrees that Company shall have no such responsibility. In the event an employee of Cotton or one of its subcontractors is injured while on Company's premises, Cotton shall (i) immediately notify Company of the time, nature, and severity of the injury, (ii) at its own cost and expense cause to be performed an investigation into the "root cause" of the injury by a competent investigator, and (iii) provide Company with a copy of the investigation report. The report shall include an explanation of causation of the accident and the steps Cotton or its subcontractors is taking to avoid a similar accident from occurring. Cotton shall also provide Company with periodic updates on the recovery of the injured individual until such time as he or she returns to work. In the event Company elects to perform its own investigation, or requests that a joint investigation be performed, Cotton shall cooperate and actively assist in such an effort. In addition to the above, if an employee of Cotton or one of its subcontractors experiences a "near miss" that could have resulted in serious injury while on Company's premises, Cotton shall investigate the incident and report to Company its findings and the steps that Cotton will take to avoid a repeat incident.

10. FORCE MAJEURE

- a. **Force Majeure.** A Force Majeure occurrence shall mean an occurrence beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the said Party is unable to prevent or provide against.

Force Majeure occurrences shall mean: Acts of God; Expropriation, nationalization, confiscation or requisitioning of facilities or compliance with any order or request of any government authority which affects to a degree not existing at the effective commencement date of the Contract the supply, availability or use of Personnel, materials or Equipment; Acts of war (declared or undeclared), acts of terrorism, insurrection, rebellion or sabotage; Explosions, fires, floods, earthquakes, catastrophic weather conditions, or other natural physical disaster.

If either Party is prevented from, or delayed in performing any of its obligations under the Contract by Force Majeure, it must promptly notify the other Party in writing of the circumstances constituting the Force Majeure and of the obligations the performance of which is thereby delayed or prevented.

In the event that a Force Majeure occurrence exists and is continuously preventing or delaying performance of any obligation under the Contract, the Party giving notice shall be excused from the performance, or the timely performance, as the case may be, of such obligation for so long as the circumstances giving rise to such prevention or delay may continue.

In the event of a Force Majeure occurrence, subject to the indemnity provisions, health and safety provisions and obligations for compliance with laws and regulations herein, neither Party shall be liable for failure to perform their obligations and both Parties shall bear their own respective costs arising from and attributable to Force Majeure.

In the event of a single incident or occurrence of Force Majeure lasting more than seven (7) days, the Parties reserve the right to terminate the Contract with immediate effect without such termination giving rise to any claim for compensation, other than for the Service carried out up to the time of such termination.

11. NONSOLICITATION

During the term of this agreement & for a period of one year after the termination of this agreement, Cotton and Company agree that they may not directly solicit, hire any employees, agent, previous employee, member, manager of the other party without prior written consent of the other party.

12. CONFIDENTIAL INFORMATION

Cotton agrees to keep all information secured in connection with or as a result of performing the Work in strict confidence; not to divulge or to permit its employees, agents or subcontractors to divulge such information, or any part thereof, to any party other than Company without the prior written consent of Company.

13. NOTICES

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

To Cotton:
COTTON CULINARY, INC.
5443 Katy Hockley Cut-Off Road
Katy, Texas 77493
Fax: (713) 856-7425
Attention: Wes Bratcher
E-mail: wes.bratcher@Cottonteam.com

With a copy to:
COTTON CULINARY, INC.
5443 Katy Hockley Cut-Off Road
Katy, Texas 77493
Fax: (713) 856-7425
Attention: Jeff Erler
E-mail: jeff.erler@Cottonteam.com

To Company:
City of League City
300 W. Walker St
League City, TX 77573

14. MISCELLANEOUS

- a. Attorneys' Fees and Costs. If any legal action or other legal proceeding relating to the enforcement of any provision of this Contract is brought against either party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).
- b. Rights and Remedies. Cotton's rights and remedies available under this Contract shall be in addition to and not a limitation of the rights and remedies otherwise available by law or equity.
- c. Entire Agreement; Waiver. This Contract contains the entire agreement between the parties and cannot be changed, modified or amended unless such change, modification or amendment is in writing and executed by the party against which the enforcement of the change, modification or amendment is sought. No action or failure to act by Cotton shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- d. Counterparts. This Contract may be executed in any number of duplicate counterparts, each of which shall be deemed an original.
- e. Severability; Waiver. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, in any one or more instances, upon the performance of any of the provisions of the Subcontract as respects further performance shall not mean such provision has been waived.

15. GOVERNING LAW; VENUE

- a. Jurisdiction. The Contract shall be construed in accordance with the law of the place where the Property is located.
- b. Venue. In any legal action relating to this Contract, Company agrees to the exercise of jurisdiction over it by a state or federal court in Galveston County, Texas.

Executed by the parties below to be effective as of the Effective Date.

COTTON CULINARY, INC.:

By: Tres Hurst

Name: Tres Hurst

Title: Executive Vice President

Date: 28 July 2017

COMPANY.:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
T&M RATE SHEET



RATE SCHEDULES

I. Personnel Labor Rates:

<u>A. CLASSIFICATION</u>	<u>HOURLY RATES</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Assistant Project Manager (APM)	\$75.00	Mechanic	\$65.00
Buffet Service Staff	\$37.50	Project Accountant (PA)	\$79.00
Carpenter (CPT)	\$54.00	Project Administrative (PAA)	\$53.00
CDL Driver	\$79.00	Project Consultant (PCS)	\$150.00
Custodian	\$37.50	Project Coordinator (PC)	\$125.00
Dishwasher	\$37.50	Project Engineer	\$85.00
Electrician (E)	\$125.00	Project Foreman	\$55.00
Electrician Helper (EH)	\$65.00	Project Manager (PM)	\$90.00
Equipment Operator (EO)	\$27.50	Purchasing & Inventory Manager	\$85.00
Equipment Technician	\$45.00	Recovery Technician (40) Hr. Hazwop Certified - Inshore	\$36.00
Event Coordinator	\$53.00	Recovery Technician (40) Hr. Hazwop Certified - Offshore	TBD
Executive Culinary Chef	\$73.00	Resource Coordinator (RC)	\$62.50
Field Accountant/Admin	\$90.00	Restoration Supervisor (RS)	\$54.00
Field Clerk	\$34.50	Restoration Technician (RT)	\$37.00
Firewatch - Local Gov't Agency	TBD	Sanitation & Safety Manager	\$53.00
Food Delivery Driver	\$37.50	Skilled Craftsman	\$55.00
General Labor (GL)	\$29.50	Skilled Labor (SL)	\$37.50
Health & Safety Officer (HSO)	\$90.00	Sous Chef	\$45.83
Health & Safety Project Coordinator	\$120.00	Supervisor	\$82.50
Heavy Equipment Operator	\$39.50	Traffic Control	\$27.50
Kitchen Manager	\$53.00	USCG Licensed Captain	TBD
Logistics Administrator	\$45.00	Utility Chef	\$42.00
Management Fee (Management of Customer Labor Force)			

B. Labor Considerations/ Provisions:

- 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. All hours worked in excess of 40 hours in a week will be billed at (1.5) times the normal rate schedule.
- All holidays recognized by Cotton Commercial, USA, Logistics, Inc. or Culinary, Inc. ("COTTON") 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.
- When circumstances beyond our control require COTTON to stand-by at the job site, a minimum charge of 6 hrs per employee will be billed per employee mobilized to the project.
- Travel time for personnel shall be billed to the contract at the scheduled rates with a maximum of 6 hours. Project Consultants will be billed at 1/2 their rate.
- 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 minimum wage laws, collective bargaining agreements or labor shortage, which could exceed or would modify COTTON'S standard rates and other provisions stated above or invoice all wages at cost plus 30% on any and all of the classifications listed above.
- Under certain circumstances, COTTON may need to engage additional specific labor not listed above. If the cost for this personnel exceeds our listed price, COTTON will charge the cost plus 30%.

II. EXPENSES/REIMBURSABLE

A. SUBCONTRACT/SPECIALTY WORK:

If a specific need for a particular trade or service, which COTTON does not provide or is unable to provide, for the project, the amount invoiced will be billed at cost plus 20% Overhead and 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 plus 20% Overhead and Profit.

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 20% Overhead and Profit.

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 shall be reimbursed for all such Taxes and Fees incurred with respect to the project.

E. INDIRECT COSTS

COTTON 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

Customer Initials: _____ Cotton Initials: TH

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: TH



**Rate Schedule
Equipment**



Equipment Description

Fresh/Gray Water Trailer 1000 Gallons
Mobile Dish Washing Trailer
Reefer Truck or Trailer
20' Mobile Kitchen Trailer
53' Mobile Kitchen Trailer
38' Kenworth Bobtail
Sprinter Van
Delivery Van/Passenger Van
Great Dane Trailer for Prep
Rotisserie BBQ 2 Wheel Trailer
BBQ Trailer 4 Wheel Trailer
Storage Container
Storage Trailer
Freezer Container
Cooler Container
20 Head Shower Unit
10 "One Stall" restroom trailer
Laundry Unit (4 washer/dryer)
8' folding tables
Folding chairs (dining)
Handwashing Station (freestanding)

Unit	Daily
Ea	TBD
Ea	TBD
Ea	TBD
Ea	\$ 275.00
Ea	\$ 475.00
Ea	\$ 275.00
Ea	\$ 200.00
Ea	\$ 175.00
Ea	\$ 175.00
Ea	TBD
Ea	\$ 125.00
Ea	\$ 125.00
Ea	\$ 100.00
Ea	\$ 275.00
Ea	\$ 275.00
Ea	\$ 700.00
Ea	\$ 625.00
Ea	\$ 347.00
Ea	\$ 10.00
Ea	\$ 5.00
Ea	\$ 87.00

Vehicles, Trucks, Trailers, Etc..

Service Truck
Off Road Trucks
RV Command
Command Trailer
Van / Cargo
Vehicle, Company Owned
Trailer - Flatbed, Cargo, Reefer
Tractor Truck
1-Ton Pick-up Truck
1-Ton Pick-up Truck (4x4)
1-Ton Stake Bed Dually
2-Ton Flatbed w/auto crane
ATV-Utility Vehicle (Mule)
ATV-4x4 or 6x6
Fuel Trailer
Trailer - Fuel (refueling trailer)
Truck - (Bobtail/Box Truck)
Emergency Response Trailer
Equipment Trailer
Field Office Trailer
30' Flatbed Trailer
14'-18' Box Truck with lift gate

Hour	\$ 150.00
Hour	\$ 150.00
Day	\$ 350.00
Day	\$ 950.00
Each	\$ 125.00
Each	\$ 120.00
Each	\$ 150.00
Day	\$ 500.00
Day	\$ 180.00
Day	\$ 200.00
Day	\$ 200.00
Day	\$ 275.00
Day	\$ 400.00
Day	\$ 300.00
Day	\$ 375.00
Day	\$ 375.00
Each	\$ 195.00
Day	\$ 200.00
Day	\$ 150.00
Day	\$ 350.00
Day	\$ 200.00
Day	\$ 200.00

HEALTH, SAFETY, MONITORING AND PERSONNEL PROTECTIVE EQUIPMENT

Chemical Resistant Suit, CPF-2 or Equivalent.....
Chemical Resistant Suit, CPF-3 or Equivalent.....
CPF-3 Fully Encapsulating
Chemical Resistant Suit, CPF-4 Fully Encapsulating...
Chemical Resistant Suit, Tychem BR ...
Firefighter Structural Turn-out Gear...
Flame Retardant Coveralls....
Level A, Disposable...
Level A, Disposable equipped w/ Air Pass-Through...
Level A, Flash Suit, Disposable.....

Each	\$ 58.50
Each	\$ 76.50
Each	\$ 171.00
Each	\$ 211.50
Each	\$ 94.50
Day	\$ 270.00
Day	\$ 22.50
Each	\$ 990.00
Each	\$ 1,494.00
Each	\$ 2,992.50

Misc. Equipment

Air Compressor	Each	\$	35.00
Cart, Tilt / Demolition	Each	\$	24.00
Contractor fan/stand	Each	\$	34.00
Electrical Dist. Panel (Spider Box)	Each	\$	45.00
Eye/Hand Washing Station (Industrial)	Day	\$	115.00
Gang Box Tool Set	Each	\$	65.00
Generator (less than 10 kw)	Each	\$	125.00
Generator 60 kw	Each	\$	325.00
HEPA Filtration Unit / Air Scrubber	Each	\$	120.00
HVAC Negative Air Machine	Each	\$	125.00
Light, Demo / Drop / Stand / String	Each	\$	25.00
Moisture Survey - IR Camera	Each	\$	225.00
Moisture Survey - Moisture Meter	Each	\$	27.00
PPE pkg (back brace, goggles, hard hats, knee pads, safety glasses)	Each	\$	25.00
Pump, Sump	Each	\$	28.00
Pump, Trash	Each	\$	65.00
Radio, 2 way - Job site comm.	Each	\$	24.00
Respirator Protection Pkg (not include SCBA, PAPR)	Each	\$	25.00
Saw - Kett	Each	\$	30.00
Sprayer, Airless	Day	\$	225.00
Pressure Washer (cold)	Day	\$	160.00
Pressure Washer (hot)	Day	\$	250.00
15 cfm Air Compressor	Day	\$	125.00
185 cfm Air Compressor	Day	\$	250.00
1.5" Pump	Day	\$	75.00
2" Pump	Day	\$	95.00
3" Pump	Day	\$	120.00
4" Pump	Day	\$	175.00
10x10 Framed Tent	Day	\$	50.00
Light Set, 500w	Day	\$	25.00
Portable Light Tower	Day	\$	200.00
Satellite Phone	Day	\$	35.00
Laptop Computer/Office Package	Day	\$	70.00
4 Gas Meter	Day	\$	150.00
18' Containment Boom	Available Upon Request		
24' Containment Boom	Available Upon Request		
Boom Cleaning/Repair	Available Upon Request		

Survival Coat, Cold Weather/Flotation

Survival Suit, Cold Weather/Flotation.....	Day	\$	40.50
Waders, Chest...	Day	\$	36.00

Fall Protection and Confined Space Entry Equipment:

Confined Space Rescue Kit.....	Day	\$	45.00
Full Body Harness...	Day	\$	31.50
Life Safety Rope...	Foot	\$	1.13
Lock Out/Tag Out Kit...	Job	\$	45.00
Retrieval Tripod with Winch....	Day	\$	180.00
Stokes Stretcher with Flotation Kit	Day	\$	90.00

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 20% Overhead and 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.

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 20% Overhead and Profit.

5. Mobilization/Demobilization

Mobilization at the greater of \$2.00 per mile or rate charged to COTTON plus 20% Overhead and Profit.



**Rate Schedules
Consumables & Materials**



Consumables

Cleaning Supplies, Neutralizing Agents and Inoculants:

Adhesive Remover	Gallon	\$	78.59
Alcohol, Isopropyl	Gallon	\$	55.21
Disinfectant / Biocide	Gallon	\$	60.95
Bleach	Gallon	\$	5.26
Stainless Steel Cleaner	Each	\$	15.98
Sealant - Encapsulant, Duct	Gallon	\$	84.44
Sealant - Encapsulant, Pigmented	Gallon	\$	64.80
Sealant - Encapsulant, Pigmented/Antifungal	Gallon	\$	119.08
Spray Adhesive	Each	\$	5.95
Alcohol, Isopropyl (Pesticide Grade)...	Liter	\$	18.00
Bleach, Household Strength (5%)...	Gallon	\$	7.20
Citric Acid, 50 lbs...	Bag	\$	49.50
Citrus Cleaner...	Gallon	\$	16.20
"D-Limonene".....	Gallon	\$	23.40
Degreaser, Foaming for Food-Handling Surfaces	Quart	\$	13.50
Degreaser, General Purpose Petroleum Based...	Gallon	\$	22.50
Degreaser, Hot Tank, 55-Gallon Drum...	Drum	\$	463.50
Degreaser, Hot Tank...	Gallon	\$	10.80
Degreaser, VC Cleaner...	Gallon	\$	16.20
Degreaser, "Walter", 55-Gallon Drum...	Drum	\$	472.50
Degreaser, "Walter"...	Gallon	\$	16.20
Detergent (Dawn, Joy, etc.)....	12 oz spray	\$	3.60
Detergent, Liqui-Nox	Quart	\$	22.50
Detergent, Phosphate Free (Alconox, Alcojet), 4 lbs...	Box	\$	31.50
Ferrous Sulfate, 50 lbs...	Bag	\$	31.50
Hand Cleaner....	Tube	\$	4.50
Hydrochloric/Muratic Acid (Minimum 30% Strength)...	Gallon	\$	6.30
Hydrochloric/Muratic Acid, 55-Gallon Drum...	Drum	\$	168.50
Hydrogen Peroxide, 55-Gallon Drum...	Drum	\$	279.00
Lime, Agricultural, 50 lbs....	Bag	\$	10.80
Lime, Hydrated, 50 lbs...	Bag	\$	10.80
Lubricant/Rust Inhibitor (WD-40, LPS, Liquid Wrench, etc.)....	Gallon	\$	22.50
Micro Blaze...	Drum	\$	2,025.00
Simple Green...	Gallon	\$	31.34
Simple Green, 55-Gallon Drum	Drum	\$	675.00
Super Clean...	Gallon	\$	16.20
Soda Ash, 50 lbs...	Bag	\$	14.40
Sodium Bicarbonate, 50 lbs (Industrial Grade)...	Bag	\$	19.80
Sodium Hydroxide Solution (Minimum 50% Strength)...	Gallon	\$	7.20
Sodium Hydroxide Solution, 55-Gallon Drum...	Drum	\$	225.00
Sodium Hypochlorite Solution (Minimum 10% Strength)...	Gallon	\$	4.50
Sodium Hypochlorite Solution, 55-Gallon Drum...	Drum	\$	135.00
Trisodium Phosphate, 5 lbs.....	Bag	\$	10.80
Trisodium Phosphate, 50 lbs.....	Bag	\$	72.00

Decontamination, Cleaning & Neutralizing Agents

Brushes, Decontamination/Scrub.....	Job	\$	13.50
Brushes, Decontamination/Scrub with 4' - 6' Handle.....	Job	\$	18.00
Containment Pool, Pop-up (20 gallons)....	Each	\$	103.50
Containment Pool, Pop-up (100 gallons).....	Each	\$	144.00
Emergency Shower, Portable...	Day	\$	90.00
Eye Wash Station, Portable...	Day	\$	18.00
Personnel Decon Station (1 poly pool, brushes, decon solution,	Job	\$	85.50
Pool, Decontamination (Disposable)....	Job	\$	22.50
Pool, Decontamination, 25' x 50' (Multi-Use)....	Day	\$	247.50
Pool, Decontamination, 25' x 100' (Multi-Use)...	Day	\$	382.50
Sprayer, Pump.....	Job	\$	34.20

Material Description

Bags, Trash	Roll	\$	32.31
Bags, Trash Environmental - 8mil	Roll	\$	134.23
Carpet mask 36" x 500'	Each	\$	255.36
Paper, Corrugated	Roll	\$	131.74
Brush, Wire	Each	\$	4.55
Brush, Grout	Each	\$	1.62
Brush, Long Handle / Scrub	Each	\$	11.58
Filter, HEPA for Hepa Vacuum	Each	\$	357.23
Filter, Blue paper collection bag	Each	\$	5.25
Filter, Rolled Material	SF	\$	3.22
Filter, Pleated for Neg Air Machine	Each	\$	7.45
Filter, Pre Filter for Neg Air Machine	Each	\$	2.15
Filter, Charcoal for Neg Air Machine	Each	\$	28.69
Filter, HEPA for Neg Air Machine	Each	\$	231.66
Mop Heads	Each	\$	8.40
Plastic Sheeting (20' x 100') 6 mil	Roll	\$	151.55
Plastic Sheeting (20' x 100') 4 mil	Roll	\$	106.56
Plastic Sheeting (20' x 100') - 6 mil FR	Roll	\$	205.88
Painters Plastic (.35 mil)	Roll	\$	44.01

PH Quick Test Strips (100 per pack)
 Respirator Cartridge
 Scrub pads 6 X 9 (20 per box)
 Spray Bottle w/ Trigger
 Sticky Mats 18" x 36" (120 Pads)
 Tape, Caution
 Tape, Duct(Teal)
 Tape, Duct(Grey)
 Tape, Blue / painters
 Tape, HVAC (Aluminum)
 Tarps
 Tyvek Suits
 Wipes, Cotton Cloth
 Wipe, Diaper
 Boot, Chemical Resistant with Steel Toe...
 Boot, Level A, Chemical Resistant with Steel Toe
 Boot Covers, SilverShield or Equivalent
 Puncture Resistant Insoles...
 Metatarsal Guard...
 Chainsaw Chaps...
 Rain Suit.....
 Safety Vest, Fluorescent....
 Snake Guards...
 Splash Shield/Full Face Shield...

Pkg	\$	31.72
Each	\$	20.35
Box	\$	40.05
Each	\$	3.36
Each	\$	108.80
Roll	\$	14.07
Roll	\$	11.73
Roll	\$	7.51
Roll	\$	13.53
Roll	\$	28.69
Sq. Ft	\$	0.26
Each	\$	6.83
Lb	\$	2.93
Lb	\$	4.87
Pair	\$	18.00
Pair	\$	27.00
Pair	\$	9.00
Pair	\$	14.40
Pair	\$	9.90
Pair	\$	18.00
Pair/Day	\$	18.00
Each	\$	4.50
Day	\$	9.00
Day	\$	4.50

Material/Consumables 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 20% Overhead and Profit.

EXHIBIT B
SERVICE WORK ORDER
(Example)

EFFECTIVE DATE: _____

PROJECT DESCRIPTION: _____

PROPERTY ADDRESS: _____

INITIAL DEPOSIT: _____

INVOICING DETAILS: _____

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EXHIBIT C
INSURANCE

TH



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bowen, Mickette & Britt Insurance Agency, LLC 1111 North Loop West, #400 Houston TX 77008		CONTACT NAME: Casey Hess PHONE (A/C, No., Ext): 713-880-7100 FAX (A/C, No.): 713-880-7166 E-MAIL ADDRESS: certificates@bmbinc.com		
INSURED COTTONCOMM Cotton Culinary, Inc. 5443 Katy Hockley Cutoff Rd. Katy, TX 77493		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Liberty Mutual Fire Ins Co		23035
		INSURER B: Commerce & Industry Ins Co		19410
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 125325440

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2691467423027	6/1/2017	6/1/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	AS2691467423017	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> CLAIMS-MADE	Y	Y	BE043088793	6/1/2017	6/1/2018	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A	Y		WC2691467423037	6/1/2017	6/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Total Aggregate Limit for all Projects and Locations: \$10,000,000

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of League City 300 W. Walker Street League City TX 77573	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Bowen, Miclette & Britt		NAMED INSURED Cotton Culinary, Inc. 5443 Katy Hockley Cutoff Rd. Katy, TX 77493
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability:

Blanket additional insured Ongoing Operations per form # CG 2010 04 13
 Blanket additional insured Completed Operations per form # CG 2037 04 13
 Blanket waiver of subrogation per form # CG 2404 05 09
 Blanket primary/non-contributory per form # CG 20 01 04 13

Automobile:

Blanket additional insured per form # CA 2048 10 13
 Blanket waiver of subrogation per form # CA 04 44 10 13
 Blanket primary/non-contributory per form # CA 04 49 11 16

Worker's Compensation:

Blanket waiver of subrogation per form # WC 00 03 13 04 84
 Blanket Alternate Employer per form # WC 00 03 01

Umbrella:

Blanket additional insured per form # 86395 12/13
 Blanket waiver of subrogation per form # 80517 11/09
 Blanket primary/non-contributory per form # 86395 12/13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization required by written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All locations as required by written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization required by written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All locations as required by written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Cotton Commercial USA, Inc.

Scope of Work

Prepared for

League City, TX
RFP # 17-023

Prepared By

Wes Bratcher
Business Development
Cotton Culinary, INC

SOW – V1 – 5June2017

Overview

Cotton conducted an assessment of the potential **Business Interruption** loss for League City, TX location. Cause – TBD.

The following material are presented in an order that insures all affected areas will be properly addressed from a procedural point of view. The chronological sequence of events, in which procedures will be performed, is to be determined after closer review and performed based on the timeline that will be determined By Cotton Commercial, USA and League City, TX.

General Items

1. Provide Consumables/Equipment/Labor to complete the necessary food services for League City TX in the event of an Emergency.
2. Employees will adhere to League City's Health, Safety, Environmental and Security procedures.
3. On-site Safety meetings will be held daily and logged to ensure a safe working environment.
4. All worksite employees will leave personal belongings outside the premises when entering for scheduled work
5. Cotton will support League City with Business Continuity Recommendations during the entire critical path management plan
6. Cotton employees will be properly supervised with a management to technician ratio of no less than: (1) Supervisor to (10) General Laborers
7. An operational job hazard analysis and Site Safety Plan will be developed in conjunction with the League City's HSE Team to specified requirements in order to construct a customized Site Safety Plan for the project
8. Cotton proposes to run (2) shift of crews on a 12 hour basis
9. Some items may require a 30 day minimum rental. All such items will be listed individually and a separate quote will be provided for each. (i.e. dining facility, grey water holding tanks, etc....)
10. Billing for T&M items will commence upon delivery of items, not actual usage.
11. Terms are net 10
12. Notice of head count for meal service is required two days prior to the requested service.
13. Billing will be for ALL meals requested.
14. Notice to cease services is required in writing with 5 days' notice.

Critical Path Management

Understanding the sense of urgency inherent in projects of this nature, a flexible approach to the project is mandatory. Following acceptance of this scope of work, a Critical Path Management (CPM) Program will be established that will outline the definitive sequence of events and their corresponding time frames for completion of each event. This CPM Program will be formulated based on the sense of urgency as reflected by League City's management, representatives and Cotton, considering each phase of this operation. Coordination of all phases of this project is critical to the successful, timely and cost effective completion of the work. The sequence in which the work will be performed will be discussed following determination of the Critical Path.

Process and Communications

1. This scope is an overview of the project. Some procedures outlined above may be changed at the discretion of Cotton management to maximize effectiveness and efficiency. This scope is not intended to be a sequential outline of work, but rather an overview of the project.
2. It is assumed that Cotton will have necessary access to the facility. All work and services provided for in this scope are based on initial inspections of the property. Due to the unknowns in dealing with Business Interruptions of this nature, some methods may require adjustment as the job progresses.
3. Daily communication is critical for the success of any project. In an effort to keep all interested parties apprised of the status of this project, we request that the Cotton's on-site Project Coordinator, and a designated representative from League City's management, meet daily. It is preferable that this representative have decision-making authority regarding any changes, either

additions or deletions, to this scope of work.

4. At the request of management, Cotton will provide Safety Data Sheets (SDS) on all chemicals on-site and used. Proof of Insurance will also be provided at the customer's request.

Overview of Anticipated Costs

Unit Description	Unit cost	Daily Cost
Dry storage	\$100 / Day	\$100
53 Ft Mobile Kitchen	\$475 / Day	\$475
Cooler	\$275 / Day	\$275
Freezer	\$275 / Day	\$275
Culinary Project Coordinator	\$125 / Hour / 10 hrs	\$1250
Culinary Project Manager	\$90 / hour / 12 hrs	\$1080
Generator	\$357.14	\$357.14
Potable and Grey Water	\$285.71	\$285.71
Daily Total		\$4097.85

Business Continuity Services Overview

Cotton proposes the following services to support League City's critical path management:

Mobilization, Freight and Demobilization (Equipment, Labor, material and Resources)

Estimated Budgetary Cost (Mobilization and Demobilization) - \$3076.93 ---- ***All costs for freight, mobilization and demobilization will be invoiced based on the flat rate of \$3076.93 for mobilization and demobilization

Food and Beverage (Emergency Food Services)

Rate Structure:

The rate structure will consist of both a per meal rate for each individual meal and additional charges from the Time and Material rate sheets. Meals will be charged at \$12.00 each. Any goods or services provided that are not specifically included in the Meal Rate will be charged at the rates set forth in the Time and Material rate sheet. The daily burn rate will be for T&M charges calculated once the final plans are approved.

Meals

Meals will be provided to personnel who are approved by League City administration. A count for each meal will be provided daily and the total meals requested will be charged. Meal rates will be a "blended" rate and include paper goods, cleaning materials, hourly labor (except project coordinator) and food only.

The Per Meal Rates Include:

1. Full PPE and uniforms
2. Hourly labor to perform services
3. Executive supervision and administrative charges (excluding project Coordinator and Manager)
4. Small wares required for food preparation and service
5. All food and paper products required, including freight for these items
6. Iced tea (sweet and unsweet), lemonade, and iced water

The Per Meal Rates Do Not Include:

1. Items required/requested not normally provided by the menu or food service operations: canned sodas, sports drink (non-energy) or pre-packaged foods and drinks (cookies, chips, can sodas etc.); canned soups and candy are not included in the scope and will be billed back as described in the Time and Material rate sheet
2. Mobilization and demobilization costs

3. Consumables such as potable water, grey water removal, fuel, propane, etc. should they be required.
4. T&M rate sheet prices for equipment, management labor and miscellaneous items
5. Hours of operation are to be agreed upon by the client and Cotton

Scope of Services

1. Cotton will prepare and serve three meals daily. Cotton will provide each person with sufficient food that he/she may require at any meal. All meals shall be prepared and served with sufficient quality and variety in foods to be satisfactory to the client representative within cost structure.
2. Menu Standards: The menu standards listed below will apply. Deviations must be approved by the client representative. Some deviations may be required based on availability.
3. Breakfast: Each breakfast shall include a balanced, traditional nutritional menu that includes but is not limited to the following: eggs (fresh and Egg Beaters), grits, oats, oatmeal, biscuits, muffins, toast, sweet rolls, and breakfast meat which may include sausage patties, sausage links, or bacon.
4. Lunch, Dinner, and Midnight Meal: Cotton will serve a main course with a varied selection from seafood, meat, pork, or poultry. Each meal shall offer a nutritionally balanced selection. In addition to the entrée prescribed, each main meal shall include two vegetable dishes, a starch dish, and a bread offering.
5. All meats will be inspected according to industry standard.
6. Drinks: Iced tea, fruit juices (for breakfast), coffee (decaffeinated upon request), and bottle water shall be available as beverages. Soft drinks/Gatorade or equivalent shall be provided only at the request of the client on a cost plus basis.
7. All food will be served on single serve disposable products including plates, to-go packaging and flatware and drinking cups.
8. Janitorial: Cotton will provide personnel to clean the kitchen at a minimum of daily and after each meal service. Additional cleaning will be provided as needed throughout the day to maintain the highest standard of cleanliness and sanitation.

Budgetary Cost for Food and Beverage Services - \$12 per meal, the meal services and supplies will be invoiced based on the number of meals requested, not served.

Kitchen and Dining Facilities

1. One 53' kitchen trailer will be required to provide a fresh meal prepared on site. This unit will be billed based on the T&M rate sheet of \$475 per day.
2. An additional acclimatized space has been not been requested for a dining facility and break or rest area (Acclimatized Fabric Structure). A separate quote will be prepared and presented and this item will be invoiced based on the Cotton Logistics and Culinary Time & Materials Rate Sheets included as "Exhibit A" to the Contract should the request be made.
3. Restrooms and handwashing stations are to be provided for the kitchen staff. Should they not be available, Cotton will provide per the Time and Material rate sheet.
4. One dry storage unit will be required to store additional food, paper and other dry goods. This unit will be billed based on the T&M rate sheet of \$100 per day.
5. One each cooler and freezer will be requires to store additional food items. These units will be billed based on the T&M rate sheet of \$275 per day each.
6. One generator to run the cooler and freezer. This unit will be billed according to the T&M Rate sheet with a budgetary number of \$357.14 per day.

Budgetary Cost for Food and Beverage Equipment Support - \$1125 per day

The above services and supplies will be invoiced based on the Cotton Logistics and Culinary Time & Materials Rate Sheets included as "Exhibit A" to the Contract.

Culinary Project Coordinator

A NIMS trained Culinary Project Coordinator will be required to coordinate the emergency and remote aspect of the food service. This Project Coordinator will be billed at the T&M rate sheet price of \$125 per hour and will be scheduled an 10 hour work day. This work day includes:

- 5 hours Operational Support
- 2 hour Administrative Support
- 3 hours Incident Command Support

Budgetary Cost for Culinary Project Coordinator Support - \$1250 per day

Culinary Project Manager

A NIMS trained Culinary Project Manager will be required to manage the operational and safety aspects of the emergency food service. This Project Manager will be billed at the T&M rate sheet price of \$90 per hour and will be scheduled an 12 hour work day. This work day includes:

- 10 hours Operational Support
- 2 hour Administrative Support

Budgetary Cost for Culinary Project Coordinator Support - \$1080 per day

Lodging

Lodging and per diem will be not billed based on the proximity of the proposed location to our facility in Katy TX.

Potable and Grey Water

Assuming that no grey water service would be available, a budgetary number of \$285.71 was provided.

The above services and supplies will be invoiced based on the Cotton Logistics and Culinary Time & Materials Rate Sheets included as "Exhibit A" to the Contract.

Excluded Items:

The estimated and/or budgetary costs provided for herein are exclusive of federal, state and local sales or use taxes ("Taxes") and any applicable federal, state or local approval, consent, permit, license, contribution, duty and/or order fees ("Fees") incidental to Cotton's performance of the Scope of Work. As set forth in Cotton's Time and Material rate sheets provided to League City, these costs are the responsibility of League City and Cotton shall be reimbursed for any such Taxes and Fees.

Any Consumables not included in the meal rate.

Scheduling

Approach to this project is on a best-effort basis, and will work to meet all goals set out by League City.

It has been a pleasure to submit this proposal to League City. Thank you for your consideration and cooperation.

Respectfully Submitted,

Wes Bratcher
Cotton Culinary
Business Development

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cotton Culinary, Inc
Katy, TX United States

Certificate Number:
2017-242598

Date Filed:
07/28/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of League City

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

17-023
Emergency Food Service

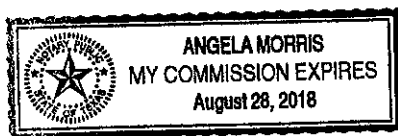
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cotton Culinary, Inc	Katy, TX		
	City of League City	League City	X	

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Tres Hurst EUP, Cotton
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Tres Hurst, this the 28th day of July, 20 17, to certify which, witness my hand and seal of office.

Angela Morris Angela Morris EA.
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath