



GLOBAL DISASTER SOLUTIONS

**CONSTRUCTION SERVICES AGREEMENT**

COTTON COMMERCIAL USA, INC.

**SUMMARY OF CONTRACT PROVISIONS**

Certain fundamental terms of the Construction Services Agreement ("CSA") to which this summary is attached and made a part hereof are set forth below for convenience of reference. In the event of any inconsistency, the provisions of the CSA itself shall prevail over this Summary of Contract Provisions.

EFFECTIVE DATE:	July 21, 2022
OWNER OF THE PROPERTY (whether one or more): ("COMPANY")	City of Deer Park
COMPANY'S DESIGNATED REPRESENTATIVE:	Jerry Mouton
INSURANCE CARRIER (if applicable):	Texas Municipal League
PROJECT DESCRIPTION:	Battleground Golf Course
PROPERTY PHYSICAL ADDRESS ("Premises"):	1600 Georgia Ave, Deer Park, TX 77536
FORMAL NOTICE ADDRESS:	710 E San Augustine Deer Park, TX 77536
TERMS:	Net 15
INITIAL CONTRACT PRICE:	\$35,387.89
INITIAL DEPOSIT:	0

COTTON COMMERCIAL USA, INC.

CONSTRUCTION SERVICES AGREEMENT

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

THIS CONSTRUCTION SERVICES AGREEMENT (this "CSA") is made as of the Effective Date, by and between Cotton Commercial USA, Inc. (including all assumed names under which Cotton Commercial USA, Inc. conducts business)("Cotton") and City of Deer Park ("Company") (collectively "Parties"). In consideration of the mutual promises, covenants and agreements herein contained, Cotton and Owner agree as set forth below.

ARTICLE I  
THE CONTRACT DOCUMENTS

Section 1.1 Contract Documents. The "Contract Documents" consist of this CSA, and the conditions hereto, general, supplementary and other, if any, the Scope of Work identified in Exhibit "A", and all addenda issued prior to and all modifications issued after execution of this CSA and agreed upon in writing by the parties to this CSA, including, without limitation, any Change Orders (as defined below). All such instruments and documents form this CSA and are as fully a part of this CSA as if set forth in full herein. In the event of conflict between the Contract Documents and this CSA, the provisions of this CSA shall govern, except to matters of project scope or compensation, in which the Change Order shall control, or where the document specifically addresses a section of this CSA which is being amended and is signed by both Parties.

ARTICLE II THE WORK

Section 2.1 The Work. Cotton agrees to furnish all labor, supervision, materials, fixtures, equipment, tools, supplies, other property and services necessary to timely and fully perform and complete in a good and workmanlike manner and in strict compliance with this Contract Documents, as applicable to the CSA, all of the work and services (the "Work") described in Exhibit "A", attached. The Work is part of the total work, and Cotton acknowledges that the Contract Documents as a whole are applicable to the Work.

Section 2.2 Project. The term "Project" as used herein shall mean and refer to the project generally identified above.

Section 2.3 Authority of Signatory. Company and the person signing below on behalf of Company, if different (the "Signing Party") hereby represent and warrant that one of the following is true: (i) Company is the absolute fee simple owner of the real property (the "Property") upon which the Work is to be performed and the Signing Party is an officer of Company who is duly authorized to execute this CSA on Company's behalf and to bind Company under the terms of this CSA, or (ii) Signing Party is the agent of the absolute fee simple owner of the Property, whose identity and contact information will be disclosed to Cotton upon Cotton's request for same, under a written property management agreement (or other written instrument in form acceptable to Cotton) that will be provided to Cotton for inspection upon Cotton's request for same, and the Signing Party is an agent of Company who is duly authorized to execute this CSA on Company's (and the absolute fee simple owner's) behalf and to bind Company (and the absolute fee simple owner) under the terms of this CSA.

ARTICLE III  
THE CONTRACT PRICE

Section 3.1 Contract Price. Company agrees to pay Cotton in accordance with the terms and conditions contained herein, the Contract Price, subject to additions, deductions, Change Order increases and/or reductions, and/or late fees as provided herein (the "Contract Price"), to be paid as follows: (1) Company shall pay Cotton the Initial Deposit in accordance with Section 3.2; and (2) the remainder of the Contract Price shall be paid as invoiced in

2

Cotton: CS

Company: JM

accordance with Section 3.3 below until paid in full.

Section 3.2 Initial Deposit. Owner shall deliver to Cotton the Initial Deposit within nabusiness days of the date performance of the Work is commenced. Company's failure to comply with this Section 3.2 shall be a material breach of this CSA and shall entitle Cotton to immediately cease performance of the Work.

Section 3.3 Payment. Company shall pay Cotton progress payments in accordance with the provisions hereof. Applications for progress payments shall be in a written application for payment (an "Invoice") and shall be submitted directly to Company or Company's Designated Representative, which Invoice when submitted shall state the estimated percentage of the Work that has been satisfactorily completed. Company shall pay Cotton progress payments within fifteen (15) days of Company's receipt of an Invoice. Prior to the delivery of Company's property and contents (i.e., items removed from the Property), Cotton shall submit to Company the final Invoice; provided, however, that delivery of such property and contents shall not be made until Cotton has received payment on such final Invoice and Company has paid the Contract Price in full. Company agrees to pay Cotton the Contract Price in full and agrees to be legally responsible for such payment regardless of whether Company is entitled to coverage or reimbursement from the Insurance Carrier or any third party. If Company disputes an Invoice or any part of an Invoice, Company must notify Cotton in writing of such dispute in detail within ten (10) days of receipt of the Invoice. Failure to dispute an Invoice shall be deemed a non-rebuttable acceptance of the Work and amounts included in such Invoice. Company's Designated Representative shall take all commercially reasonable efforts to ensure that Invoices are paid by the Company as required by this CSA.

Section 3.4 Insurance Coverage. So long as any Invoices remain unpaid by Company, all payments made or to be made by Insurance Carrier to Company in connection with the Work must be made payable by check or checks jointly payable to Company and Cotton. Upon issuance of a check by Insurance Carrier to Company, Company shall promptly endorse and deliver the same to Cotton. Company acknowledges and agrees that the foregoing is a continuing agreement applicable to the Work, the Invoices and to any subsequent billing related to this Project. Company's failure to comply with this Section 3.4 shall be a material breach of this CSA. Nothing herein, however, shall alter or impair Company's legal responsibility to pay the Contract Price.

Section 3.5 Trust Funds. All sums tentatively earned by Cotton and retained by Company by reason of the partial or complete performance of the Work and any balance of the unearned Contract Price, and all retainage shall constitute a trust fund for the purposes of (a) first, full completion of the Work, (b) second, payment of any claims due Cotton from Company; (c) third, payment to sub-Contractors, laborers and suppliers of Cotton who have valid and enforceable mechanic's lien claims or bond claims (if the Project is bonded), and such tentative earnings shall not be due and payable to Cotton, or anyone else claiming in Cotton's place and stead, excepting however a trustee in bankruptcy that has given notice to Cotton that it will perform the Work in accordance with the CSA provisions and cure any existing defaults, until and unless such Work is fully and satisfactorily completed and such claimants are fully paid and satisfied.

Section 3.6 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 or Company's Designated Representative, which shall equal five percent (5%) of such overdue amount. This fee becomes due and payable without need for demand should Company fail to pay an Invoice timely as stated in this Section. If Company does not pay Cotton within thirty (30) days after the date the Invoice is delivered to Owner or Owner's Designated Representative, 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 Contract Price to include Cotton's reasonable costs of shut-down, delay and start-up.

Section 3.7 Change Orders. Any modifications or changes (i.e., additions or deletions)("Change Order") with respect to this CSA, including, without limitation, change in the Work and the amount of the adjustment, if any, in the Contract 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 electronic mail ("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.

ARTICLE IV.  
DUTIES, COOPERATION AND AUTHORIZATION

Section 4.1 Services and Materials Provided. Cotton agrees to furnish all labor, supervision, materials, equipment, tools, supplies, subcontract work and services, which in Cotton's sole discretion is reasonably necessary to timely and fully perform and complete the Work in a good and workmanlike manner.

Section 4.2 Cooperation by Owner/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.

Section 4.3 Removal of Contents. Company authorizes Cotton to remove contents and non-fixtured parts of the building as necessary in accordance with the Scope of Work.

Section 4.4 Subcontractors. As Cotton is an independent general contractor, Cotton has exclusive authority to sub-contract and to utilize other contractors (including those who are to furnish materials or equipment) ("Subcontractors"), 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. Cotton will have no liability for the gross negligence or willful misconduct of the Subcontractors.

Section 4.5 Insurance. Cotton shall provide to Company certificate(s) of insurance upon request.

Section 4.6 Permits. Except as outlined in Exhibit A, 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.

Section 4.7 Hazardous Materials. Disposal of any Hazardous Materials (including specimens or samples) or any property that contains Hazardous Materials performed as a part of the Work will be made in the name of Company and under any applicable generator number or other identification assigned by Company or the applicable governmental authority. If, without gross negligence on the part of Cotton, Cotton is held liable for the cost of remediation of any Hazardous Materials solely by reason of performing Work as required by the Contract Documents, Company shall indemnify Cotton for all cost and expense thereby incurred.

For purposes of this CSA, (i) "Hazardous Materials" shall mean any substance which is or contains (A) any "hazardous substance" as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) or any regulations promulgated thereunder; (B) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) or regulations promulgated thereunder; (C) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (D) gasoline, diesel fuel, or other petroleum hydrocarbons; (E) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (F) polychlorinated biphenyls; (G) radon gas; and (H) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as defined below) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, requires reporting, investigation or remediation under Environmental Requirements; causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or which, if it emanated or migrated from the Property, could constitute a trespass; and (ii) "Environmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including <sup>without</sup>

limitation, ambient air, surface water, ground water or land or soil).

ARTICLE V.  
PERFORMANCE OF WORK; WARRANTY; GENERAL RELEASE

Section 5.1 Work Performed. The Work shall be commenced as soon as reasonably practical given the specifications of the Work following execution of this CSA, and Cotton shall use reasonable efforts to substantially or fully complete the Work within a reasonable amount of time after beginning the Work. Should Cotton be delayed, hindered, interfered with or impeded by any act or omission of Company, or by any cause beyond Cotton's control, and if a cause of the delay, hindrance, interference or impediment is not due to any act or omission of Cotton, then Cotton shall be entitled to a reasonable extension of time for completion of the Work.

The Work shall be deemed to be "Substantially Complete" on the date that all Work (other than any details of construction, mechanical adjustment or any other similar matter, the noncompletion of which does not materially interfere with Company's use or occupancy of the Property) has been performed. When Cotton considers that the Work is Substantially Complete, Cotton shall prepare and submit to Company a comprehensive list of items to be completed prior to final payment (the "Punchlist"). Upon Company's receipt of written notice from Cotton that the Work is ready for final inspection and acceptance, Company and Cotton will promptly make such inspection and, when Company, in its reasonable opinion, finds the Work acceptable and this CSA fully performed, Cotton will issue a Final Walk Certificate stating that the Work has been completed in accordance with terms and conditions of the Contract Documents and the entire balance of the Contract Price is due and payable. The making of the final payment shall constitute a waiver of any and all claims arising out of or relating to this CSA by Company. By taking possession of the Property, Company agrees and acknowledges that Cotton has no further obligation to perform any Work or other construction and the Property is satisfactory in all respects.

Section 5.2 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 the Construction Documents (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 CSA, COTTON DOES NOT MAKE ANY WARRANTIES OR COVENANTS (EXPRESS, IMPLIED OR ORAL), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, WORKMANSHIP, AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WORK NOR SHALL COTTON BE OBLIGATED FOR ANY OF THE WARRANTIES FROM THE SUBCONTRACTOR TO OWNER.

Section 5.3 RELEASE. COMPANY HEREBY RELEASES AND AGREES TO HOLD HARMLESS COTTON, ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, JUDGMENTS, AWARDS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) AND LIABILITIES OF EVERY KIND OR CHARACTER (COLLECTIVELY REFERRED TO AS "DAMAGES"), IN RESPECT TO PERSONAL OR BODILY INJURY TO, SICKNESS, DISEASE, DEATH OR OTHER DAMAGES SUFFERED OR INCURRED BY COMPANY AND/OR COMPANY'S EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS OR AGENTS OR THOSE OF ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES RESULTING OR ARISING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY COTTON, UNLESS THE DAMAGES RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COTTON. IT IS THE INTENT OF BOTH COTTON AND COMPANY THAT THE FOREGOING INDEMNITY PROVISIONS WILL OPERATE WITHOUT REGARD TO ANY LEGAL THEORY OF NEGLIGENCE OR FAULT, INCLUDING BUT NOT LIMITED TO JOINT AND/OR CONCURRENT NEGLIGENCE OF THE INDEMNITEE.

Section 5.4 No Consequential Damages. Company agrees that under no circumstance shall Cotton be liable to Company for incidental, consequential or special damages including but not limited to lost revenue, lost profits,



lost business, business interruptions, lost business opportunities or any other special, punitive, exemplary or consequential damages.

#### ARTICLE VI. TERMINATION

Section 6.1 Termination. Cotton has the right to terminate this CSA at any time. Company shall be obligated to pay Cotton for the Work performed prior to the date of such termination. If Cotton terminates this CSA by reason of: (1) Owner's failure to make a payment within the time stated above; (2) Company's persistently failure to fulfill Company's obligations under this CSA with respect to matters important to the progress of the Work; or (3) repeated suspensions, delays or interruptions of the Work by Company, then, Cotton may also recover from Company payment for loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages in connection with this CSA.

#### ARTICLE VII. MISCELLANEOUS

Section 7.1 Attorneys' Fees and Costs. If any legal action or other legal proceeding relating to the enforcement of any provision of this CSA 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).

Section 7.2 Rights and Remedies. Cotton's rights and remedies available under this CSA shall be in addition to and not a limitation of the rights and remedies otherwise available by law or equity.

Section 7.3 Entire Agreement; Waiver. This CSA 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 CSA, 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.

Section 7.4 Counterparts. This CSA may be executed in any number of duplicate counterparts, each of which shall be deemed an original.

Section 7.5 Severability. The partial or complete invalidity of any one or more provisions of the Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of Cotton to insist upon or enforce, in any one or more instances, the performance of any of the provisions of this CSA shall not mean such provision has been waived.

Section 7.5 Notices. Any required written notices under this CSA shall be sent to Cotton at "Cotton Commercial USA, Inc., Attn: General Counsel, 5443 Katy Hockley Cutoff Road, Katy, Texas 77493" and to Company at the "Formal Notice Address" on the "Summary of Contract Provisions."

#### ARTICLE VIII. GOVERNING LAW; VENUE; DISPUTE RESOLUTION

Section 8.1 Jurisdiction. This CSA shall be construed in accordance with the law of the place where the Property is located.

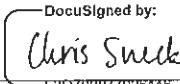
Section 8.2 Venue. In any legal action relating to this CSA, Company agrees to the exercise of jurisdiction over it by a state or federal court in Harris County, Texas.

Section 8.3 Dispute Resolution. The Parties shall, for at least fifteen days before any formal action, make a good faith effort to resolve any dispute. Should such efforts fail, the Parties agree that all disputes will be resolved by arbitration as provided by the Federal Arbitration Act, in accordance with the Construction Industry Arbitration Rules of the AAA. Three arbitrators shall be utilized, except one shall be used if the claims are below \$5 million dollars.

The arbitrators shall award the recovery of all legal fees, including attorneys fees, court costs and litigation costs to the prevailing party. Should Cotton need to file any document or pleading in a court to secure, retain, perfect or foreclose its lien rights, such filing and/or pleading shall not be considered a violation of this Dispute Resolution process. Notwithstanding the foregoing, Cotton shall not be obligated to arbitrate any dispute that may arise under or in connection with any non-payment by the Company.

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

COTTON:

By:    
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Name: Chris Sneck

Title: Executive Vice President

Date: 7/21/2022

COMPANY: City of Deer Park

By: 

Name: Jerry Mouton

Title: Mayor

Date: 7-22-22

EXHIBIT A  
SCOPE OF WORK





## Cotton Commercial USA, INC.

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Cotton Commercial USA, INC.  
5443 Katy Hockley Cut Off Rd  
Katy Tx 77493

Client: Battleground Golf Course  
Property: 1600 Georgia St.  
Deer Park, TX 77536

Operator: RONNY.MI

Estimator: Ronny Milam  
Position: Project Coordinator  
Company: Cotton Commercial USA, Inc.  
Business: 5443 Katy Hockley Cut Off Rd  
Katy Tx 77493

Business: (419) 860-3931  
E-mail: ronny.milam@cottonteam.  
com

Type of Estimate:

Date Entered: 4/20/2022

Date Assigned:

Price List: TXHO8X\_APR22

Labor Efficiency: Restoration/Service/Remodel

Estimate: BATTLE-FIELD-GOLFC-4

File Number: Fire 2

Thank you for allowing Cotton Global Disaster Solutions the opportunity to provide the following detailed line item estimate for the loss to the property located at the address above.

This supplement includes MEP's and additional scope from items removed by Mitigation.



## Cotton Commercial USA, INC.

Cotton Commercial USA, INC.  
5443 Katy Hockley Cut Off Rd  
Katy Tx 77493

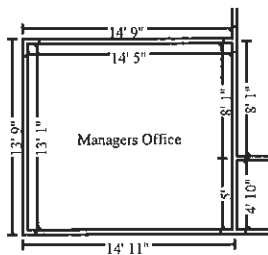
### BATTLE-FIELD-GOLFC-4

#### Club House

#### Main Level

#### Ladies Shower Area

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Metal studding, 2 1/2" wide, 16" OC, 20 gauge	60.00 SF		0.00	3.56	0.00	42.72	256.32
2. 1/2" water rock - hung, taped, floated, ready for paint	216.00 SF		0.00	3.15	0.00	136.08	816.48
3. Texture drywall - machine	49.00 SF		0.00	0.81	0.00	7.94	47.63
4. Seal the surface area w/PVA primer - one coat	49.00 SF		0.00	0.58	0.00	5.68	34.10
5. Paint the surface area - two coats	49.00 SF		0.00	0.97	0.00	9.50	57.03
6. Shower door	2.00 EA		0.00	475.11	0.00	190.04	1,140.26
7. Recessed light fixture	2.00 EA		0.00	150.73	0.00	60.30	361.76
8. Glass tile - Standard grade	467.00 SF		0.00	13.88	0.00	1,296.40	7,778.36
9. Tile framed shower curb - per LF	5.00 LF		0.00	82.28	0.00	82.28	493.68
10. Ceramic tile base	116.00 LF		0.00	16.40	0.00	380.48	2,282.88
11. Handicap grab bar - Stainless steel, 1 1/2" x 48"	2.00 EA		0.00	90.45	0.00	36.18	217.08
12. Detach & Reset Shower faucet	2.00 EA	90.34	0.00	0.00	0.00	36.14	216.82
Totals: Ladies Shower Area					0.00	2,283.74	13,702.40



#### Managers Office

Height: 9'

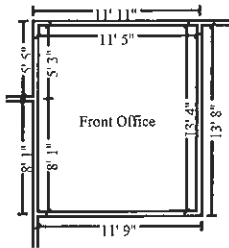
495.00 SF Walls	188.62 SF Ceiling
683.62 SF Walls & Ceiling	188.62 SF Floor
20.96 SY Flooring	55.00 LF Floor Perimeter
55.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
13. Floor prep (scrape rubber back residue)	188.62 SF		0.00	0.70	0.00	26.40	158.43
14. Carpet	188.62 SF		0.00	3.69	0.00	139.20	835.21
Totals: Managers Office					0.00	165.60	993.64



## Cotton Commercial USA, INC.

Cotton Commercial USA, INC.  
5443 Katy Hockley Cut Off Rd  
Katy Tx 77493

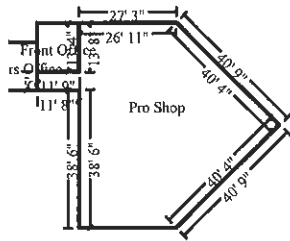


### Front Office

Height: 9'

445.50 SF Walls	152.22 SF Ceiling
597.72 SF Walls & Ceiling	152.22 SF Floor
16.91 SY Flooring	49.50 LF Floor Perimeter
49.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
15. Floor prep (scrape rubber back residue)	152.22 SF		0.00	0.70	0.00	21.32	127.87
16. Carpet	152.22 SF		0.00	3.69	0.00	112.34	674.03
Totals: Front Office					0.00	133.66	801.90



### Pro Shop

Height: 9'

1,934.75 SF Walls	2,400.90 SF Ceiling
4,335.65 SF Walls & Ceiling	2,400.90 SF Floor
266.77 SY Flooring	214.97 LF Floor Perimeter
214.97 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
17. Floor prep (scrape rubber back residue)	60.00 SF		0.00	0.70	0.00	8.40	50.40
18. Carpet	60.00 SF		0.00	3.69	0.00	44.28	265.68
Totals: Pro Shop					0.00	52.68	316.08

Total: Main Level					0.00	2,635.68	15,814.02
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### MEP

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
19. Mechanical	1.00 EA		0.00	6,450.00	0.00	1,290.00	7,740.00
Replace Duct work, return plenum and return grilles and replace drop down diffuser supply grilles							
20. Electrical	1.00 EA		0.00	8,750.00	0.00	1,750.00	10,500.00

**Cotton Commercial USA, INC.**

Cotton Commercial USA, INC.  
 5443 Katy Hockley Cut Off Rd  
 Katy Tx 77493

**CONTINUED - MEP**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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All labor and material to rough-in and trim wiring per plan and to minimum 2020 National Electric Code requirements to rehab Battleground Golf Course's clubhouse after a fire.

Includes Rough in's

Mens Locker Room  
 Womens Locker Room  
 Storage Rooms  
 Offices

Excludes:

Concrete cutting, coring, or placeback  
 Sealing of others penetrations  
 Any low voltage not noted above (fire alarm, security, data, fire protection, etc.)  
 After hours or overtime

Totals: MEP					0.00	3,040.00	18,240.00
Total: Club House					0.00	5,675.68	34,054.02

**Labor Minimums Applied**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
21. Electrical labor minimum	1.00 EA		0.00	86.80	0.00	17.36	104.16
Totals: Labor Minimums Applied					0.00	17.36	104.16
Line Item Totals: BATTLE-FIELD-GOLFC-4					0.00	5,693.04	34,158.18

Additional Charges	Charge
Payment/Performance Bonds	1,024.75
<b>Additional Charges Total</b>	<b>\$1,024.75</b>



## Cotton Commercial USA, INC.

Cotton Commercial USA, INC.  
5443 Katy Hockley Cut Off Rd  
Katy Tx 77493

### Grand Total Areas:

2,875.25 SF Walls	2,741.74 SF Ceiling	5,616.99 SF Walls and Ceiling
2,741.74 SF Floor	304.64 SY Flooring	319.47 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	319.47 LF Ceil. Perimeter
2,741.74 Floor Area	2,836.38 Total Area	2,875.25 Interior Wall Area
2,470.24 Exterior Wall Area	247.02 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



**Cotton Commercial USA, INC.**

Cotton Commercial USA, INC.  
5443 Katy Hockley Cut Off Rd  
Katy Tx 77493

**Summary**

Line Item Total	28,465.14
Payment/Performance Bonds	1,024.75
Subtotal	29,489.89
Overhead	2,949.00
Profit	2,949.00
Replacement Cost Value	\$35,387.89
Net Claim	\$35,387.89

Ronny Milam  
Project Coordinator



## Cotton Commercial USA, INC.

Cotton Commercial USA, INC.  
5443 Katy Hockley Cut Off Rd  
Katy Tx 77493

### Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)
Line Items	2,846.52	2,846.52
Additional Charges	102.48	102.48
Total	2,949.00	2,949.00





**Cotton Commercial USA, INC.**

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Cotton Commercial USA, INC.  
5443 Katy Hockley Cut Off Rd  
Katy Tx 77493

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The estimate is valid for 30days