



MASTER AGREEMENT FOR ENVIRONMENTAL SERVICES

Burnet County with its principal place of business at 220 S. Pierece St., Burnet, Texas 78611 (hereinafter "Customer") and Triumvirate Environmental Services, LLC, a Florida limited liability company with its principal place of business at 3701 SW 47th Avenue, Suite 109, Davie, FL 33314 (hereinafter "Triumvirate") hereby agree to this Master Agreement for Environmental Services with dated as of **3/25/25** (the "Agreement").

Section 1. Scope of Services. Triumvirate will conduct certain environmental Services (the "Services"), including any active Services, for Customer in accordance with written proposals, statements of work, or working agreement (each, a "Statement of Work" or "SOW") and change orders signed by Customer. This Agreement shall govern services performed by Triumvirate at all of Customer's sites and facilities. All Statements of Work and change orders signed by Customer shall be addenda to this Agreement and shall be subject to all of the terms and conditions hereof.

Section 2. Compensation. Triumvirate shall submit, at a minimum, monthly invoices to Customer for the Services performed. Each invoice shall contain a detailed description of work performed during the period covered by the invoice. Each invoice shall be due and payable in full without retention within thirty (30) days of invoice date unless Customer notifies Triumvirate of its objections within ten (10) days of receipt of the invoice, gives reasons for objecting, and pays that portion of the invoice that is not in dispute within thirty (30) days of invoice date. All charges are portal to portal. Terms are NET thirty (30) days from the date of the invoice. A 1.5% finance charge per month will be applied to past-due invoices compounded monthly, beginning thirty (30) days after the date due until full payment of the past due amount is received, except when Customer is a Texas governmental entity which must adhere to Texas Law. If Customer fails to perform its payment obligations in accordance with this Agreement, Triumvirate shall have the right to recover any and all reasonable attorney's fees for the collection of past-due invoices or for enforcement of any of the provisions of this Agreement. Triumvirate reserves the right to terminate this Agreement upon seven (7) days' written notice to Customer and seek remedies available to Triumvirate under applicable law or equity. Triumvirate reserves the right to adjust charges such as fuel, transportation, disposal, labor, etc. based on market conditions. Any cancellations by Customer within twenty-four (24) hours of the scheduled service will entitle Triumvirate to charge a reasonable cancellation fee.

Section 3. Warranty. Subject to the paragraph below entitled "Standard of Care", Triumvirate warrants that its work shall be free from material defects for a period of ninety (90) days. In the event that any deficiencies in Triumvirate workmanship are discovered within ninety (90) days after project completion, Triumvirate shall repeat defective work. Triumvirate reserves the right to dispute such claim and to negotiate the cost of said repairs. Triumvirate also reserves the right to make adjustments to the warranty on a case-by-case basis. Triumvirate will present the adjustments to the warranty, if so made, in the SOW.

Section 4. Site Access and Existing Conditions. Customer shall provide Triumvirate, its agents and subcontractors, with access to the site(s), as well as any and all records, surveys, and other documents and information as necessary for Triumvirate to perform the Services hereunder. Triumvirate shall be entitled to rely on any such information without independent verification of the accuracy thereof. Customer acknowledges that unforeseen conditions may require Triumvirate, its agents, or subcontractors to perform additional Services. Those Services may require additional compensation. Triumvirate will prepare a change order to reflect the impact to the cost for Customer approval. Customer understands and acknowledges that Triumvirate and its subcontractors have played no part in the generation, creation, release or threatened release of a substance, waste, compound or material, hazardous or non-hazardous which may exist at the site.

Section 5. Subcontractors. Triumvirate may subcontract the performance of all or any portion of the Services which are to be rendered by Triumvirate hereunder to any person or entity which, in Triumvirate's opinion, is reasonably qualified to perform the particular portion of Services which Triumvirate will assign it. Any such subcontract shall not operate to relieve Triumvirate of its responsibilities hereunder; provided, however, that Triumvirate shall not be liable for the negligent or willful acts or omissions of any entity or person performing a part of the Services pursuant to a subcontract. Triumvirate shall require any subcontractor to carry liability insurance in the amount of \$ to be utilized for any negligent or willful acts or omission of the subcontractor and its employees. A copy of this insurance coverage shall be provided to Customer prior to any work performed on behalf of the Customer.

Section 6. Standard of Care. Customer recognizes that environmental, geologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by Triumvirate and that the limitation of available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of standard professional care and skill. Triumvirate agrees to use that level of care and skill ordinarily exercised by other professional environmental firms acting under similar circumstances in performing its Services hereunder. Except for this standard of care and skill, no warranty, express or implied is made or intended by Triumvirate in providing the Services hereunder, including the furnishing of oral or written reports of the findings made. Reliance upon, reproduction of, or other use of reports, in whole or in part, by any third party is expressly forbidden and entirely at the risk of the third party unless authorized in writing by Triumvirate.

Section 7. Indemnification. Triumvirate shall defend, protect, indemnify and hold harmless Customer, its directors and officers, from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and costs which are the direct and sole result of grossly negligent acts, errors, or omissions of Triumvirate or the willful misconduct of Triumvirate; provided, however, Triumvirate's liability shall be limited in any event to a maximum amount of the contract value or one-hundred thousand dollars (\$100,000), whichever amount is smaller, and Triumvirate shall in no event be liable for special, consequential or punitive damages. Further, Triumvirate shall carry liability insurance in the amount of \$ [REDACTED] to be utilized above the maximum amount of the contracted value or one-hundred thousand dollars (\$100,000) to apply to any negligent or willful acts or omission of Triumvirate and its employees. A copy of this insurance coverage shall be provided to Customer prior to any work performed on behalf of the Customer.

To the fullest extent allowable by law, Customer agrees that it shall defend, indemnify, save and hold Triumvirate, its agents, directors, officers, employees, successors, and assigns (the "Triumvirate Parties") harmless from any and all demands, liabilities, losses, costs and claims, including attorneys' fees, asserted against any of the Triumvirate Parties, that may arise or result from any Services provided or performed or agreed to be performed by Triumvirate, other than those matters which are the direct and sole result of the grossly negligent acts or omissions or willful misconduct of the Triumvirate Parties.

Section 8. Acceptance of Risk. In compliance with the Hazard Communication Standard ("Right to Know," 29 CFR 1910.1200), Customer shall provide Triumvirate with a list of hazardous chemicals in the work place which employees may be exposed to while performing this Agreement. In addition, Customer shall identify protective measures to be followed in case exposure occurs.

Section 9. Force Majeure. Customer shall not hold Triumvirate responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of Triumvirate. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to adverse weather conditions; floods; epidemics; war; riot; strikes, lockouts and other industrial disturbances; unknown site conditions; accidents; sabotage; fire; loss of permits; failure to obtain permits; unavailability of labor, materials or Services; court orders; acts of God; acts, orders, laws or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should such acts or events occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued. Notwithstanding the foregoing, Force Majeure shall not be an excuse for non-payment of compensation hereunder owed to Triumvirate.

Section 10. Entire Agreement. This Agreement, SOWs, and the change orders issued by Triumvirate and signed by Customer hereunder constitute the entire agreement of the parties and supersede any and all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof.

Section 11. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall in no way be affected, impaired or invalidated, and to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required to be enforceable. This provision shall be interpreted and enforced to provide the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 12. Term and Modification. This Agreement is for a period of one (1) year and will automatically and continuously renew for periods of one (1) year unless a party notifies the other party in writing thirty (30) days prior to the end of the Agreement term. If, in the opinion of the Customer, Triumvirate is performing any portion of the Services in an unsatisfactory manner, the Customer must notify Triumvirate in writing of the nature of the problem and a reasonable remedy for the same. Upon notice by Customer, Triumvirate has thirty (30) days from receipt date of such notice to provide a reasonable remedy

to the problem. If Triumvirate fails to provide a reasonable remedy to the problem within the thirty (30) day remedy period, Customer can terminate this Agreement by sending a termination notice to Triumvirate within ten (10) days following the completed remedy period; provided, however, that in the event Triumvirate commences such remedy within such thirty (30) working day period and diligently prosecutes such remedy to completion, such thirty (30) day period shall be extended for such time as is reasonably necessary to accomplish such remedy.

No supplement, Customer purchase order, modification or amendment to this Agreement, other than SOWs or change orders issued by Triumvirate and signed by Customer, shall be binding unless executed in writing by both parties.

Section 13. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, representatives, successors and assigns, as the case may be. Neither Customer nor Triumvirate shall be entitled to assign any of its rights or obligations hereunder without the prior written consent of the non-assigning party.

Section 14. Waste Conformance. Customer hereby certifies that the waste shall be in conformance with analytical data or other specifications provided to Triumvirate prior to job execution. To the extent that the waste does not conform, Customer shall indemnify and hold Triumvirate harmless from all liability and damages arising therefrom. Furthermore, Triumvirate shall be released from all of its obligations under this Agreement. Triumvirate reserves the right to charge for waste that is out of conformance. Containers shall be DOT acceptable and Triumvirate reserves the right to charge for the transfer and/or repackaging of wastes into suitable DOT containers. All Triumvirate transactions shall be conducted within existing EPA, DOT, DEP and ICC mandates and regulations.

Section 15. Noncircumvention/Nonsolicitation. During the duration of the Services provided by Triumvirate to Customer and for a period of one (1) year thereafter, Customer agrees not to hire, solicit, nor attempt to solicit the services of any employee or subcontractor of Triumvirate without the prior written consent of Triumvirate. Violation of this provision shall, in addition to other relief, entitle Triumvirate to assert damages against Customer..

Section 16. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

The **Authorized Representative** of each party signing below hereby certifies that they have read and are in agreement with all elements of this Agreement. IN WITNESS OF THE FOREGOING PROVISIONS, the parties hereto have duly executed this Agreement below.

Customer

Triumvirate Environmental Services, LLC

Company Name:

Burnet County

By:

By:

Authorized Representative (Signature)

Authorized Representative (Signature)

Bryan Wilson

Name:

Name:

Title:

Burnet County Judge

Title:

Date:

March 25, 2025

E-Mail:

countyjudge@burnetcountytexas.org

Date: