

MASTERS ADVANCED REMEDIATION SERVICES, LLC

MASTER SERVICES AGREEMENT

THIS AGREEMENT CONTAINS INDEMNITY, RELEASE, ALLOCATION OF RISK, AND DEFENSE PROVISIONS

This Master Services Agreement ("MSA") is entered by and between Masters Advanced Remediation Services, LLC, a Texas Limited Liability Company ("Contractor") and Williamson County, a political subdivision of the State of Texas, acting herein by and through its governing body, on behalf of ("County"). County and Contractor are sometimes referred to herein collectively as the "Parties," and individually may be referred to as a "Party."

1. Definitions. For purposes of this Agreement the following terms have the meanings specified or referred to in this Section.

1.1 "Agreement" means, collectively, the entire agreement between County and Contractor, and includes this MSA, any Work Order issued by County, any Statement of Work, any change order, any amendment, and any other documents which are by reference made a part of the MSA. Agreement does not mean or include any terms and conditions contained in any document that has not been agreed upon in writing .

1.2 "Confidential Information," as to any Party, means any and all information, both written and oral, relating to, or associated with the business of such Party, including, but not limited to, materials, notes, charts, logs, interpretations, calculations, summaries, opinions, data, maps, analyses, compilations, studies, conversations, matters of a technical nature (such as location of prospects, energy development, customer lists, processing geological and geophysical information, processes, data and techniques), matters of a business nature (such as information about costs, profits, markets, sales, volumes, pressures, contracts, agents and suppliers), matters of a proprietary nature (such as information about permits, applications, approvals, governmental agency disclosures or communications, applications or approvals from or concerning other governmental agencies), other information of a similar nature, and any other information concerning, associated with, disclosed to or derived from the Confidential Information or the Contractor's relationship with County and the existence of the Project. The term "Confidential Information" shall include any and all statements, letters, leases, supply agreements, permits, articles, books, records, policies, reports, tapes, disks, programs, production data, volume data, pressure data and other written, typed, printed, photocopied, programmed, recorded, transcribed, punched, taped, filmed, photographic or graphic material of any kind which contains or includes Confidential Information. The term "Confidential Information" shall not include the categories of information set forth in (a)-(c) of this Subsection. Furthermore, Contractor acknowledges that some or all of the Confidential Information may be made available through a virtual data site (the "Data Site") and neither Contractor nor its Representatives, by virtue of downloading any material from the Data Site, obtains title to, or any other ownership interest in, such information. Use of material posted to the Data Site is subject to the restrictions imposed by this Agreement, and to copyright or property rights that County is entitled to under law and benefit of those protections is not waived by posting the material to the Data Site. Notwithstanding anything herein, the term "Confidential Information" shall not include information that: (a) was or becomes generally available to the public other than as a result of a disclosure by the receiving Party or its Representatives in breach of this Agreement, (b) was or becomes available to the receiving Party or its Representatives on a non-confidential basis from a source other than the disclosing Party or its advisors, or (c) is independently developed by the receiving Party or its Representatives without reference to the Confidential Information.

1.3 "Defect" means: (a) any error, fault, flaw, non-conformity in the provision or performance of any of the Work, by Contractor or any supplier, vendor, or any other contractor or subcontractor of Contractor, including but not limited to, any material, good, or equipment supplied, furnished, utilized or sold in connection with the Work or any Work Order; or (b) any Work by Contractor or any supplier, vendor,

subcontractor, or other contractor of Contractor that fails to fully comply with, or meet or exceed the requirements of, this MSA, the Work Order, or any applicable law, rule or regulation.

1.4 "Intellectual Property" means any and all intellectual property, inclusive of copyrights, trademarks, service marks, patents, processes, methods, practices, techniques, works of authorship, designs, technical plans, photographs, specifications, drawings and other information or materials.

1.5 "Person" includes an individual, a partnership, a corporation, a company, a trust, an unincorporated organization, a union, a governmental authority or any jurisdiction or any other legal entity.

1.6 "Statement of Work" means a document that sets forth a detailed description of the work and services and/or supply of certain goods, products, equipment, or materials to be provided or performed by Contractor (the "Work") and which may include Contractor's deliverables, a timeline for performance of the Work, and any Drawings, Specifications, or pricing information. As used herein, the term Statement of Work shall also include any document entitled "Scope of Work". The Statement of Work may be included in the Work Order.

1.7 "Work Order" means a document issued by County to Contractor, indicating types, quantities, and agreed-upon prices for the Work provided to County by Contractor in the form attached Exhibit A and signed by Contractor.

2. Effective Date. This MSA shall be in full force and effect as of the date of the last party's execution below.

3. Agreement Documents. The documents composing this Agreement are intended to be complementary. The obligations and requirements in one document are binding as if set forth in each document, and it is understood and agreed that the terms of such documents shall be read together giving effect to all. If there is a conflict between any documents constituting a part of the Agreement, that conflict will be resolved in accordance with the following order of hierarchy, with items higher in the list prevailing over items lower in the list:

- 3.1 Work Order
- 3.2 Agreement Amendment
- 3.3 Change Order
- 3.4 MSA
- 3.5 Statement of Work

4. The Work.

4.1 Scope. This Agreement controls and governs all Work by or on behalf of Contractor for County, whether such Work is performed or to be performed by Contractor or any of Contractor's employees, agents, other contractors, subcontractors, or suppliers, and whether under pre-existing or subsequent written Work Orders between County and Contractor, until cancelled or terminated as provided herein, and is incorporated in full into every such written Work Order.

4.2 Description of Work. Assignment of Work shall be made to Contractor by Work Order. Unless otherwise provided herein or in the Work Order or Statement of Work, Contractor shall furnish all material, equipment, and labor necessary to perform the Work in consideration of the Agreement price. The Work shall be performed in accordance with the requirements of the Agreement, including all applicable specifications, plans, and drawings, if applicable.

4.3 Commencement and Completion. The Contractor shall commence Work and fully complete Work in accordance with the terms of the pertinent Work Order, unless otherwise agreed to and stipulated in writing by the Parties. Time is of the essence in this Agreement and in any Work Order issued under pursuant to this Agreement.



4.4 Commitment. It is understood and agreed that this Agreement does not obligate County to request any Work whatsoever from Contractor. Contractor shall be compensated only for such Work as Contractor actually performs at the request of County. This Agreement does not obligate Contractor to accept any request for Work from County.

4.5 Emergency Consultation. The contractor agrees to provide emergency consulting to the Williamson County Hazardous Materials Team, and its members, 24 hours a day. This service shall be available telephonically by contacting the 24-hour dispatch number. The County shall be billed in accordance with the Price Book attached as Exhibit "B" or as mutually agreed upon and confirmed in writing.

5. Invoicing and Payment Terms.

5.1 The not-to-exceed amount, for the performance of the Work herein, shall be capped at Fifteen Thousand (\$15,000) per year.

5.2 As full and complete consideration for the performance of the Work, County shall pay Contractor the sum stipulated in each Work Order during the term of the Work Order subject to the Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Payment of invoices submitted by Contractor, as per this paragraph, on undisputed amounts will be made to Contractor by County within thirty (30) days after County has received Contractor's invoice. The date the invoice is received by County is deemed the invoice date. Each invoice shall fully describe the Work performed and shall state whether billing is "partial" or "final", and shall be accompanied by such certifications and documentation as County may request, including the following:

- 5.2.1 the Work Order number;
- 5.2.2 names and titles of Persons performing and/or providing the Work;
- 5.2.3 the times such Persons performed and/or provided the Work;
- 5.2.4 descriptions and quantities of materials or supplies furnished and/or utilized in the Work;
- 5.2.5 customs, duties, and shipping charges, shown separately on each invoice, as applicable;
- 5.2.6 any information specified in a Work Order;
- 5.2.7 documentation supporting the information required by this Subsection 4.2; and
- 5.2.8 any other information reasonably requested by County.

5.3 If amounts invoiced by Contractor are based on Contractor's posted or published rates, Contractor shall provide County a current and applicable copy of such rates.

5.4 No payment made under any Work Order shall be construed as an acceptance of defective Work or Work that fails to meet the applicable specifications. No signature on field or delivery tickets shall be construed as an acceptance of defective Work or Work that fails to meet the applicable specifications. No signature on any field or delivery ticket will amend or change the payment terms of any Work Order or this MSA.

5.5 Contractor shall have 60 days after the completion of any Work under a Work Order to invoice County, in a form meeting the requirements of Subsection 4.2. In the event Contractor fails to invoice County within 60 days after the completion of all Work under a Work Order or expiration or termination of this MSA, Contractor waives the right to seek payment for and releases County from any obligation to pay such amounts. Contractor shall provide County with reasonable notice if and when third party invoices/billing exceed the agreed upon deadline for submission and will endeavor to minimize any delinquent payments from third party vendors.

6. Changes. County, in its sole discretion, may make changes in, deductions from, or additions to, the Work. Any claim for additional compensation or additional time due to a change in the Work, must be submitted in writing by Contractor to County and must be approved in writing by County prior to Contractor performing any such change in the Work (the "Change Order"). Should Contractor fail to obtain County's written approval prior to commencing the changed Work, Contractor shall waive any right to make a claim for additional compensation or time.

7. Delays and Extensions. In the event Contractor is delayed in its performance of the Work, Contractor may request in writing, an extension of time, providing County with the reasons for the delay and a revised schedule. No extension of time will be granted to Contractor for any reason whatsoever unless County approves such extension of time in writing.

8. Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this MSA, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this MSA by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses without markup.

9.

10. Codes, Laws, and Regulations.

10.1 Compliance. Contractor shall, and shall cause all Contractor Personnel to, comply in all respects with all applicable laws, rules, regulations, codes, and standards of all federal, state, local and municipal governmental authorities. Contractor shall comply in all respects with all applicable labor,

employment and immigration statutes, rules, codes, regulations, and guidelines, including the Immigration and Control Act of 1986 and Form I-9 Employment Eligibility Verification requirements. Without limiting the generality of the previous sentence, Contractor shall perform all required employment eligibility and verification checks and maintain all required employment records for any employees that shall be performing Work.

10.2 Equal Opportunity. Contractor represents and warrants that it is following all applicable laws, regulations, and orders with respect to equal employment opportunity in employment.

10.3 Permits. Except as otherwise provided in the Work Order, Contractor shall provide all necessary permits and licenses applicable to the Work, at Contractor's expense.

11. Independent Contractor. Contractor and all Contractor Personnel are acting as independent contractors unrelated to County. Nothing in this Agreement creates a relationship, express or implied, of employer-employee or principal-agent between County and Contractor or any Contractor Personnel. County retains no control or direction over Contractor and Contractor Personnel regarding the detail, manner, or methods of the performance of the Work by Contractor or Contractor Personnel.

12. Personnel Matters.

12.1 Personnel. Contractor shall employ a sufficient number of qualified Persons ("Contractor Personnel") so that Contractor may complete performance of the Work and Contractor's obligations under the Agreement in an efficient, prompt, economical and professional manner. Contractor represents and warrants that all Contractor Personnel who perform any portion of the Work have received all necessary training and possess all licenses and certifications required by law to perform the Work. Upon County's request, any specified Contractor Personnel shall promptly be removed from the jobsite by Contractor, and such Contractor Personnel shall not be reemployed in the performance of the Work at any time without the prior written consent of County.

12.2 Drug and Alcohol Program. Contractor shall not permit possession or use by Contractor Personnel of any intoxicant, including alcohol, unlawful drugs, prescription drugs not prescribed by an accredited physician for current personal treatment of the user, or any other unauthorized substance on the jobsite. Contractor shall, and if Contractor does not, then County may, remove from the jobsite and prevent from performing any of the Work any Contractor Personnel under the influence, or in possession, of any such unauthorized substances. Contractor shall implement appropriate measures, including its own alcohol and drug screening program, to ensure a safe working environment.

12.3 Safety. Contractor shall maintain a safety program to ensure a safe workplace and compliance with the safety regulations and standards adopted under the Occupational Safety and Health Act of 1970 ("OSHA"), as now or hereafter amended, and as set forth in 29 Code of Federal Regulations Sections 1926 and 1910, together with other applicable rules and regulations. Contractor shall comply with all safety regulations and rules. (Form attached hereto as Exhibit B Health, Safety and Environmental Guidelines.)

12.4 Safety Reporting. Contractor shall also complete and maintain OSHA 300 forms for all applicable incidents and make such forms available for review by County. Contractor shall complete injury forms as required after an occupational injury or illness. Records of attendance shall be kept of all safety training and meetings. These records shall be kept on file in Contractor's office for review by County. Contractor shall cooperate with County in investigating any and all safety and health incidents. Contractor shall immediately investigate all safety and health incidents and upon County's request, submit to County factually detailed written non-privileged reports of all incidents that result in disabling injuries, fatalities, or damage to the jobsite. These reports shall be submitted within twenty-four (24) hours of the request.

13. Warranties and Representations.

13.1 Inspection of Site. Contractor shall have the sole responsibility for, and hereby represents and warrants that it has, by careful examination, satisfied itself concerning the nature and location of Work and the general and local conditions of the jobsite. Failure of Contractor to acquaint itself with any applicable condition shall not relieve it from the responsibility for properly estimating either the difficulties or costs of successfully performing the Work.

13.2 Warranty of Work. Contractor represents and warrants that the Work covered by the Agreement shall, for a period of twelve (12) months after acceptance by County, (a) be free from Defects in workmanship (b) conform to the Work Order and Statement of Work; and (c) be in conformity with all regulations, statutes applicable codes. All repairs, replacements, modifications, or adjustments required under this warranty shall be at Contractor's expense, including transportation, shipping, and incidental expenses. Remedies for breach of the warranties in this Section include, but are not limited to, the repair or replacement of, or the reimbursement of the purchase price for the applicable Work.

14. Taxes.

14.1 Contractor's Responsibility. Contractor shall be fully responsible for reporting and discharging all local, state and federal income or profit taxes or taxes imposed in lieu of an income or profit tax, franchise tax, licensing fees, qualification or domestication fees, pension benefits, payroll taxes including social security taxes, employment, disability and other customary insurance and for any other taxes (except sales, use, excise and gross receipts taxes addressed below) or payments, together with any interest and penalties, additions to tax, or additional amounts with respect thereto, which may be due and owing by Contractor or which are the result of fees or amounts paid by County to Contractor under each Work Order.

14.2 Tax Exemption. County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. § 151.309, as amended. The County agrees to provide exemption certificates to Contractor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Contractor for the supplies or products provided or any services rendered.

15. INDEMNIFICATION.

15.1 Definitions. For purposes of this Agreement, the following definitions are applicable:

15.1.1 "Claims" include, without limitation, any and all claims, losses, damages, causes of action, fines, penalties, enforcement proceedings, suits, and liabilities of every kind (including interest and all expenses of litigation, court costs, and attorneys' fees), whether legal or equitable, or foreseeable or unforeseeable, fixed, or contingent, liquidated, or unliquidated, or arising in tort, contract, strict liability, under statute, or of any other character whatsoever.

15.1.2 "Contractor Group" means, individually, collectively and in any combination, Contractor and its employees, contractors and Contractors, and the employees of Contractor's contractors and Contractors. To the maximum extent enforceable under applicable law, "Contractor Group" shall also include Contractor's agents, officers, directors, representatives, insurers, invitees, consultants, contractors, Contractors and their parent, subsidiary, and affiliated companies, and all of their respective agents, officers, directors, employees, and representatives.

15.2 Indemnification – General.

15.2.1 Contractor's General Indemnification. Contractor shall release, indemnify, defend and hold harmless County and County's employees, agents, representatives, partners, officers, and directors (collectively, the "County Indemnitees") from and against any such Claim that is brought by or on behalf of any member of Contractor Group, alleging personal injury, bodily injury, illness, or death of any member of Contractor Group or that result from physical damage, loss, or loss of use of any tangible property of Contractor Group, which arises out of, relates to, or is connected with this Agreement or the

performance thereof or thereunder.

15.3 Express Negligence. THE DEFENSE AND INDEMNITY OBLIGATIONS CONTAINED IN SECTION 13 SHALL APPLY EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE JOINT, SOLE, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT, WHETHER PASSIVE OR ACTIVE, OF ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO THE INDEMNIFIED GROUP, BUT NOT TO THE EXTENT CAUSED BY OR RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF THE INDEMNIFIED GROUP. BOTH PARTIES AGREE THAT THIS STATEMENT COMPLIES WITH THE REQUIREMENT KNOWN AS THE EXPRESS NEGLIGENCE RULE TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS SECTION HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY.

15.4 Infringement Indemnity. Contractor covenants, represents and warrants that the use or construction of any and all tools, processes, and equipment and procedures furnished by or on behalf of Contractor and used in the Work does not and will not infringe on any trademark, copyright, license or patent which has been issued or for which application has been made, and Contractor agrees to defend, indemnify and hold County Indemnitees, harmless from any and all Claims in favor of or made by any patentee, licensee, or claimant of any right or priority to such tool, process, equipment, or procedure, or the use, construction, or implementation thereof, which may result or arise from furnishing or use of any such tool, equipment, or procedure by or on behalf of Contractor in connection with the work.

15.5 LIMITATION ON DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES HEREUNDER.

16. Insurance. During the term of this Agreement, Contractor shall maintain, at its sole cost, and will require any Contractors it may engage to maintain, at all times while performing Work hereunder, insurance coverage utilizing "occurrence" policies with reputable insurance companies with policy limits no less than as stated in this Section 14. A certificate of insurance, naming County as additional insured ("Additional Insured") for risks assumed by Contractor in this Agreement (for coverage in (c), (d) and (e) below, evidencing the minimum coverage required below that will cover all claims, losses, demands and causes of actions arising out of or relating to the Work including personal injury, death or property damage, whether such claims, demands and causes of action are predicated on any theory of concurrent negligence, or strict liability to the extent such liability has been assumed by Contractor hereunder, shall be delivered to County prior to commencement of Work. Contractor shall provide County with written notice of any change restricting or reducing the coverage, or cancellation of any policy in whole or in part, under which certificates are issued, in a manner that is received by County in writing on a business day at least 30 days prior to such change or cancellation; otherwise, no such change or cancellation shall be valid with regard to County's interest therein until County has received at least 30 days' written notice.

16.1 Workers' Compensation. Contractor shall carry statutory Workers' Compensation Insurance covering Contractor's employees in compliance with all requirements of the Workers' Compensation laws of all states in which Contractor performs Work.

16.2 Employer's Liability. In addition, Contractor shall carry Employer's Liability Insurance covering all operations and work hereunder in an amount not less than \$1,000,000 for each occurrence.

16.3 Automobile Liability. Automobile Liability Insurance including non-owned and hired vehicle coverage with limits of liability of not less than \$1,000,000 bodily injury and \$1,000,000 property damage for each occurrence.

16.4 Comprehensive General Liability. Comprehensive General Liability Insurance including products/completed operations with limits of liability of not less than \$1,000,000 (Each Occurrence) and \$2,000,000 Aggregate. This coverage may be provided in part by Excess Liability Insurance. The insurance required shall provide coverage for the following risks: Premises/Operations; Independent Contractors; Personal Injury; Products/Completed Operations; Blanket Contractual Liability; Blowout and Cratering; Explosion, Collapse and Underground Property Damage; Sudden and Accidental Pollution Liability; Adequate Discovery Period if Policy is Written on Claims Made Form; Non-Owned Watercraft Coverage without Restrictions on Operation; Contractual Liability; Saline Substances or Contamination.

16.5 Excess Liability. Contractor will carry Excess Liability Insurance that follows the form of the underlying primary liability insurance required by Employers Liability, Comprehensive General Liability, and Automobile Liability, in an amount not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

16.6 Subrogation and Additional Insured. Each policy shall be endorsed to provide Waivers of Subrogation rights in favor of County and an additional insured endorsement for risks assumed by Contractor in favor of the Additional Insured. Nothing contained in these provisions relating to coverage and amounts set forth herein shall operate as a limitation of Contractor's liability in tort, contract, or any other theory of recovery.

16.7 Additional Insurance. From time to time, Contractor may be required to provide Insurance different or in addition to that required by this Section 14, if that circumstance occurs, the applicable insurance requirements will be included in the applicable Work Order.

16.8 Contractors' Insurance. If Contractor will have any Contractors on County's work sites or performing or supplying any portion of the Work, including but not limited to any services, material or equipment, which Contractor has agreed to perform for or supply to Company, then Contractor shall require all such Contractors to provide the foregoing coverages, as well as any other coverages that the Contractor considers necessary, it being the intent of Contractor to provide the risk allocation protections stated in this Agreement that are in favor of County. Such policies shall include the Waiver of Subrogation Clause as set forth above. However, the fact that any Contractor provides or does not provide any of the foregoing coverages, or any other coverages that Contractor considers necessary, shall not itself relieve Contractor of its obligations to provide said coverages.

17. Term and Termination.

17.1 Term. Except as otherwise provided herein, this Agreement will remain in full force and effect for an initial period of three (3) years.

17.2 Termination for Default. In the event Contractor fails to start the Work on time, or fails or becomes unable to complete the Work on time and in a satisfactory manner after having started, or commits



any other breach of the Agreement, County may at any time thereafter, without waiving any other legal remedy, cancel the Agreement by giving Contractor written notice to that effect and County may take over and complete the Work by whatever method County may deem expedient. The cost to County of completing the Work shall be deducted from any sums due or to become due to Contractor hereunder and County shall be relieved of any obligations to make further payments hereunder until completion of the Work.

17.3 Termination. Either Party may terminate this agreement upon thirty days written notice. Such notice will not terminate any Work Orders in place at the time notice is received.

17.4 Suspension. County may suspend all or any portion of the performance of the Work at any time by giving prior notice of that suspension to Contractor. Upon Contractor's receipt of the suspension notice, Contractor shall cease performance of the suspended Work, and the suspension shall continue for the period specified in the notice.

18. Confidentiality.

18.1 Non-Disclosure. Any and all Confidential Information in the possession or control of the Party to which it is disclosed, or such Party's Representatives (as defined below), is and shall remain the sole property of the disclosing Party, and the receiving Party and its Representatives shall maintain this Confidential Information in strictest confidence. For purposes of this Agreement, the term "Representatives" shall mean, as to a Party, such Party's shareholders, members, partners, controlling Persons, principals, directors, officers, employees, contractors, independent contractors, agents, advisors, consultants, attorneys, accountants, bankers, financial advisors, auditors, and affiliates, and lenders and other potential sources of capital who acquire or obtain, whether directly or indirectly, such Confidential Information. The Contractor shall not make any use of the Confidential Information other than in connection with this MSA or any Work Order. The Contractor shall restrict access to the Confidential Information to its Representatives who have a need to know in connection with this MSA or any Work Order and shall require all such Representatives to treat and maintain the Confidential Information in strict confidence in accordance with the terms of this Agreement. The Contractor agrees that it shall be responsible for any breach of this Section 16 by any of its Representatives and agrees, at its sole expense, to take all reasonable measures (including, but not limited to, court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of Confidential Information. The Contractor also agrees that, without the prior written consent of County, the Contractor and its Representatives shall not disclose to any other Person the fact that Confidential Information has been made available to it, unless such disclosure is required by law.

18.2 Return or Destruction of Information. Unless otherwise prohibited by law, rule, or regulation, if the disclosing Party so requests, the receiving Party shall return to the disclosing Party or destroy, at the receiving Party's or its Representatives' respective option, the Confidential Information, including, without limitation, any copies, summaries, or compilations of such Confidential Information. Notwithstanding the return or destruction of the Confidential Information, the receiving Party and its Representatives will continue to be bound by the obligations of confidentiality and other obligations hereunder. In addition, the Contractor and its Representatives shall discontinue all use of the Data Site, if applicable. If requested by County, an authorized officer of the Contractor shall certify in writing to County that Contractor and its Representatives are following this Subsection (and such certification shall include a list of the destroyed materials). Notwithstanding the provisions of this Section 16, the receiving Party and its Representatives shall be entitled to keep one or more archival copies of any Confidential Information, including any analyses, compilations, studies, or other documents containing or referencing Confidential Information, in its or their records as may be necessary for compliance or evidentiary purposes, and electronic records shall be required to be destroyed only to the extent reasonably practicable.

18.3 Export Restriction. Confidential Information provided pursuant to this Agreement may be subject to U.S. government laws, regulations, orders, embargoes or other restrictions regarding export or re-export of U.S. origin technical data or other items, or derivatives of such items. Each Party agrees (a) to

comply with all such laws or restrictions and (b) to not export or re-export any such items received pursuant to this Agreement to a destination or end user for which applicable law, including U.S. law, requires an export license or other approval without first having obtained such license or approval. Each Party will reasonably cooperate with the other to assure compliance with this Section.

18.4 Information;

18.4.1 Development of Information. To the extent that the Contractor compiles, develops, interprets, or creates work product, notes, charts, logs, interpretations, calculations, summaries, opinion, data, analyses, compilations, interpretations, or other work from the Confidential Information, the same shall be Confidential Information and the property of County subject to the terms of this Agreement.

18.5 Required Disclosures. If receiving Party or any of its Representatives is requested or required by law, rule, or regulation or a governmental, administrative, regulatory or self-regulatory authority, oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demand, court order, or other legal process (collectively, "Legal Process") to disclose any of the Confidential Information, receiving Party or its Representative, as applicable, (a) shall provide disclosing Party, unless prohibited by Legal Process, prompt written notice of such requirement or request as soon as practicable; and (b) may disclose, without liability hereunder, only that portion of the Confidential Information which is so required or requested by such Legal Process. The receiving Party or its Representative shall use its commercially reasonable efforts to cooperate with disclosing Party to obtain reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information which is disclosed. Notwithstanding anything to the contrary contained in this Agreement, the receiving Party and its Representatives may disclose, without prior notice to, or consent of, disclosing Party, any Confidential Information upon the request of any governmental or regulatory body having or claiming to have authority to regulate or oversee any aspect of the receiving Party or its Representatives' respective businesses or to comply with any rule or regulation thereof.

18.6 Public Information. Contractor explicitly understands that County will comply with the Texas Public Information Act as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this MSA may be subject to public disclosure pursuant to the Texas Public Information Act.

19. Miscellaneous.

19.1 Survival. Notwithstanding the foregoing, Sections 13, 14, and 16 and Subsection 17.4 shall survive the termination of this Agreement.

19.2 Force Majeure. Without prejudice to the risk of loss, release and indemnity obligations under this Agreement, each Party to this Agreement shall be excused from complying with the terms of this Agreement and any relevant Work Order and will not be liable for any loss or damage for delay or for non-performance, except for the payment of monies when due, if and for so long as such compliance is hindered or prevented by a Force Majeure Event that (i) was not reasonably foreseeable, and (ii) the non-performing Party has been unable to avoid or overcome by the exercise of commercially reasonable efforts. As used in this Agreement, "Force Majeure Event" includes, but is not limited to: acts of God, action of the elements, wars (declared or undeclared), insurrection, revolution, rebellions or civil strife, piracy, civil war or hostile action, terrorist acts, riots, strikes, differences with workmen, acts of public enemies, contagions or epidemics, quarantines, federal or state laws, rules, regulations dispositions or orders of any governmental authorities having jurisdiction in the premises or of any other group, organization or informal association (whether or not formally recognized as a government), inability to procure material, equipment, fuel or necessary labor in the open market, acute and unusual labor or material, equipment or fuel shortages, or any other causes (except financial) beyond the control of either Party. Neither County nor Contractor shall

be required against its will to adjust any labor or similar disputes except in accordance with applicable law. In the event that either Party hereto is rendered unable, wholly or in part, by an Event of Force Majeure to carry out its obligations under this Agreement, it is agreed that such Party shall give notice and details of the Force Majeure Event in writing to the other Party as promptly as possible after its occurrence. In such cases, the obligations of the Party giving the notice shall be suspended during the continuance of any inability so caused. The Party claiming a force majeure delay will use its best efforts to limit the duration and adverse effects of such event or occurrence and to promptly resume performance of its obligations under the Agreement.

19.3 Publicity. Contractor shall not, without the prior written approval of County, make any announcement, publication, photograph, social media post, or other type of public communication concerning County, project, or this Agreement or allow any third party,



including County's employees and their relatives to do the same, except as may be required by law or as required in conjunction with regular financial reporting by a Consultant.

19.4 **Audit.** For a period of one (1) year following completion of any Work Order, or longer as required by law, Contractor will make, keep, and maintain complete and accurate records relating to the Work. Contractor's records will be open to inspection and subject to audit and reproduction, upon reasonable notice, during normal business working hours. Contractor will provide County with access to any and all information, materials and data of every kind and character that may in County's reasonable judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Agreement, to the extent necessary to adequately permit evaluation and verification of Contractor compliance with Agreement requirements.

19.4.1 **County's Right to Audit.** Contractor agrees that County, or its duly authorized representatives, shall until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that County shall have access during normal working hours to all necessary Contractor's facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Contractor reasonable advance notice of intended audits.

19.5 **Governing Law.** This Agreement will be governed in all respects by the laws of the State of Texas without regard to its principles of conflicts of laws. Any dispute arising out of or related to the Work or the Agreement, if not able to be resolved between the Parties, will be resolved exclusively through litigation in the courts of Williamson County, Texas.

19.6 **No Waiver of Sovereign Immunity.** Nothing in this MSA shall be construed as a waiver of sovereign immunity by Williamson County.

19.7 **Entireties.** The Agreement contain the entire agreement between the Parties, and is the complete and exclusive expression of the Parties' agreement on the subject matter of the Agreement. The Agreement supersede all other oral or written agreements relating to the Agreement. The provisions of the Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings or performance. In entering into the Agreement, neither Party has relied upon any statement, representation, warranty, nor agreement of the other Party except for those expressly contained in the Agreement.

19.8 **Waiver.** A waiver on the part of either Party of the breach of any term, provision or covenant of this Agreement will not serve as a waiver of any subsequent breach of that or any other term, provision, or condition of this Agreement.

19.9 **Amendments.** No amendment of the Agreement will be effective unless it is in writing and signed by the Parties.

19.10 **Severability.** If any provision of the Agreement is held invalid, illegal, or unenforceable: (a) the remaining provisions of the Agreement will remain in full force, if the essential terms and conditions of the Agreement for both Parties remain valid, legal and enforceable; and (b) the court or other tribunal rendering the provision invalid, illegal or unenforceable will modify the Agreement so as to effect the original intent of the Parties to the fullest extent permitted by applicable law.

19.11 **Assignment and Subcontracting.** Contractor will not assign this Agreement, or subcontract or sublet any of the Work, without prior written consent of County. Notwithstanding the foregoing, Contractor agrees to bind every Subcontractor to the terms and conditions of the Agreement. County's consent to any such assignment or to subcontracting any part of the Work shall not relieve Contractor from



any of its obligations and liabilities for the Work and Contractor shall remain responsible and liable for all obligations under this Agreement.

19.12 Notices. All notices or correspondence arising from or pertaining to this Agreement must be in writing and delivered in person, or electronically, or sent by registered or certified mail or commonly recognized overnight courier, with all fees prepaid, to the receiving Party at the address identified below or provided by either Party by written Notice.

19.13 Execution. The Parties may sign the Agreement in several counterparts, each of which will be deemed an original but all of which together shall constitute one instrument. Any electronic signature by an authorized representative of a Party will be a manifestation of assent and will be given full effect. Any signature of the Agreement delivered by facsimile or scanned document transmitted by email will be deemed to be an original signature for all purposes.

Executed effective on the date specified above.

Williamson County, Texas

Masters Advanced
Remediation Services, LLC

Name:
Title: County Judge/Presiding Officer
Address: 710 S. Main Street, Ste. 101
Georgetown, Texas 78626

Email:



Name: SKIP DOWNHAM
Title: CHIEF REVENUE OFFICER
Address: 701 North San Jacinto
Conroe, Texas 77301
Email:



EXAMPLE A
WORK ORDER

1. PO # or WO # _____

This Work Order between Masters ARS, LLC ("Contractor") and _____, ("County") will cover all Work to be performed by Contractor during the _____ (the "Project").

Contractor shall perform all Work in accordance with the following: _____, as applicable, unless directed otherwise by County. All work shall comply with the project specifications, all state, federal and jobsite safety requirements, and your approved written procedures.

Prior to beginning work, Contractor's written procedures and personnel certifications shall be submitted to County, for review.

Work to be provided by Contractor: (DESCRIBE WORK)

Approved fees to be charged by Contractor [or Pricing is to be in accordance with the unit prices as quoted by Contractor on quote summary sheets (attached)].

Special Conditions:

Start Date:

Finish Date:

Any Special Insurance Provisions:

Provide a copy of a current "Certificate of Insurance", with limits meeting those shown in the Agreement or as specified herein at a minimum. A correct certificate must be received by County prior to beginning any Work on site.

Contractor

County

Name:
Title:

Name:
Title:

EXAMPLE B

HEALTH, SAFETY, AND ENVIRONMENTAL GUIDELINES

General Health, Safety and Environmental

Compliance with Laws and Company Requirements. With reference to Contractor's environmental, health and safety practices, Contractor shall comply with all relevant international, regional, national, state, and local laws, rules and regulations and perform the work in accordance with internationally accepted standards for hydrocarbon exploration and production operations and any protocols, agreements, rules, codes, or standards relevant to provision of work. Furthermore, Contractor shall comply with such additional County requirements as are provided in writing to Contractor.

Additional requirements. In the event County, subsequent to execution of this Contract, imposes additional environmental or health and safety requirements not already required under this Contract, and such additional requirements cause Contractor to incur increased cost of operation the with prior written approval by County, County shall reimburse Contractor for such documented cost. County shall not be required to reimburse Contractor for any cost resulting from such additional requirements except and unless County has agreed in writing to pay for the increased costs.

Compliance with Authorities. Contractor shall comply with any requests or directives from any governmental or quasi-governmental agency or authority having jurisdiction over the manner in which the work is to be performed and/or the geographic area in which Contractor is performing the work. Such compliance shall include, but not be limited to, 29 CFR 1910.132 regarding Personal Protective Equipment ("PPE") relative to Flame Retardant Clothing ("FRC"), implemented by the Occupational Health and Safety Act of 1970. FRC MUST be worn at all times on all Company sites unless otherwise specified.

Inspections and Audits. County may, at County's election and expense, conduct periodic (and/or prior to commencement of operations) environmental and/or health and safety inspections or audits of Contractor's facilities, equipment or operations associated with performance of the Work, and Contractor shall cooperate fully with such audits.

Contractor and Contractor Group. For the purposes of this contract, "Contractor" indicates all members of "Contractor Group" and Contractor is responsible for ensuring that all members of Contractor Group comply with the provisions herein.

Contractor Remedy of Deficiencies. In the event that County observes or is notified of any deficiencies in Contractor's performance of its obligations under the Contract, County will notify Contractor and Contractor shall promptly remedy the deficiencies noted at Contractor's sole cost and expense. In the event that Contractor fails to promptly remedy such deficiencies, County may suspend Contractor's performance of the work or any part thereof until such time as Contractor is in full compliance with the terms of this Contract. No standby charges (or other charges) shall be applicable during the suspension. All costs and expensed incurred by Contractor during or as a result of such suspension shall be the sole responsibility of the Contractor. County's failure to notify Contractor in accordance with this paragraph shall not act as a release of waiver of Contractor's obligation to comply with all provisions of this Contract. In the event Contractor fails to correct or remedy any deficiency in its compliance with the terms of this Contract within a reasonable time after having been notified of such deficiency, then County shall have the right, but not the obligation, to correct or remedy such deficiency at the Contractor's sole cost and expenses. Further, County shall have the right to offset any amount owing to Contractor under this Contract by an amount equal to the cost of correcting such deficiency. Reports and Documents. Contractor shall make available to County all reports, tests, studies, and related

documents obtained, filed, or maintained by Contractor in connection with health, safety and environmental regulations and requirements with which Contractor is required to comply. Contractor shall promptly provide to County copies of any such reports, tests, studies, and related documents.

Notice of Suspended Operations. If Contractor deems it necessary to suspend the work at any time for environmental and/or health or safety reasons, Contractor shall immediately inform County of the suspension and the reasons, therefore. County shall not be liable for any standby charges or other charges or fees as a result of such suspension.

Health and Safety

Contractor Safety Policy and Plan; Compliance. Contractor acknowledges County's commitment to the health and safety of persons involved at County projects. Contractor shall use reasonable means to provide a safe working environment and to prevent fires, explosions, injury to persons or damage to equipment or property. Contractor shall comply strictly with, and all work shall strictly comply with, all applicable federal, state, local, and foreign laws, statutes, ordinances, codes, regulations, requirements, standards, rules, and orders (collectively, ("Laws")), including without limitation those Laws pertaining to licensing, construction, natural resources, the environment, health, and/or safety (including without limitation the Occupational Health and Safety Act of 1970, as amended, and all rules, regulations, requirements, standards, and orders thereunder, such as 29 CFR 1910.132 regarding Personal Protective Equipment relative to FRC).

Safety Training. Contractor shall ensure all personnel are trained, familiar with and experienced in all health and safety matters and procedures (including emergency procedures) related to their roles and responsibilities in providing work. Contractor shall provide to County documentation of measures taken to ensure that all Contractor personnel have received appropriate training. Records of attendance shall be kept of all safety training and meetings. These records shall be kept on file in Contractor's office for review by County.

Notification of Safety Incidents. Contractor shall immediately notify County of all incidents resulting in injury or death of Contractor personnel or third parties, arising out of or during the course of providing the work. Upon request, Contractor shall provide to County a copy of all reports of such incidents made by Contractor to Contractor's insurer or to others, including, but not limited to, any governmental or quasi-governmental agency or authority.

Notification of Safety Risks or Non-Compliance. Contractor shall immediately notify County of any unsafe acts when the health and safety of personnel is at risk or when there are any incidents of non-compliance with the terms of this Contract. If Contractor receives notice from any governmental or quasi-governmental agency or authority of a violation or potential violation of health or safety regulation requirement, Contractor shall provide a copy of such notice to County, and immediately take all steps necessary to remedy such condition. Contractor shall cooperate with County in investigating any and all safety and health incidents including but not limited to injuries, unsafe acts, environments or property damage, potential safety hazards and near misses. Contractor shall immediately investigate all safety and health incidents and, upon County's request, submit to County factually detailed non-privileged written reports of all incidents that result in disabling injuries, fatalities, or damage to the jobsite. These reports shall be submitted within twenty-four (24) hours of the request. Contractor shall also complete and maintain OSHA 300 forms for all applicable incidents and make such forms available for review by County. Contractor shall complete injury forms as required after an occupational injury or illness.

Drug, Alcohol, Weapons. Contractor shall not permit possession or use by Contractor Personnel of any intoxicant, including alcohol, unlawful drugs, prescription drugs not prescribed by an accredited physician for current personal treatment of the user, or any other unauthorized substance on the jobsite. Contractor Personnel may make use of medication prescribed by a license physician only if use of such medication does not impair the ability to safely perform the work and quickly respond to an emergency situation. Contractor shall not permit the carry weapons or firearms (on person or in vehicle) while a work site or during the course of providing the work. Searches of County/Contractor controlled property for

any unauthorized material may be conducted. Advance notice is not required. County follows federal and state laws with respect to drug and alcohol uses. Contractor shall consent to random drug and alcohol testing and further agree to seek such testing within two (2) hours following any accident or safety incident occurring at an applicable worksite, in a Contractor Company vehicle or on Contractor Company time, if not sooner, and will facilitate the release of the results thereof to County. Contractor shall, and if Contractor does not, then County may, remove from the jobsite and prevent from performing any of the Work any Contractor Personnel under the influence, or in possession, of any such unauthorized substances. Contractor shall implement appropriate measures, including its own alcohol and drug screening program, to ensure a safe working environment.

Environmental

Reports and Documents. Contractor shall make available to County all reports, tests, studies, and related documents obtained, filed, and maintain in order to comply with all applicable environmental laws, rules, and regulations. Contractor shall provide to County copies of such reports, tests, studies, and related documents. If Contractor receives notice from any governmental or quasi-governmental agency or authority of a violation or potential violation of an environmental law, rule or regulation, Contractor shall provide a copy of such notice to County and immediately take all steps necessary to remedy such condition.

Use of Environmentally Acceptable Materials. Contractor shall whenever possible, use products, substances, equipment, and materials which are designed for minimal environmental impact.

Minimizing Environmental Impact. During performance of the work, Contractor shall make its best efforts to use procedures, equipment, materials, and substances in such a way as to avoid damage to any aspect of the surrounding environment, including land, air, water, wildlife, and humans.

Daily Log. Contractor shall maintain a daily log detailing waste handled and dispersed of by Contractor or its Contractor in connection with the work. The daily log shall be subject to immediate review upon County's request.