

STATE OF TEXAS
COUNTY OF WALLER

**AGREEMENT BY AND BETWEEN THE COUNTY OF WALLER, TEXAS
AND B-GREENER INDUSTRIAL CLEANERS, LLC FOR
CONSULTATION SERVICES AND DEGREASER PRODUCTS FOR OIL
TANKS**

This Agreement for consultation services and degreaser products for oil tanks owned by Waller County (“Agreement”) is entered into on the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas (“County”), a political subdivision of the State of Texas, and B-Greener Industrial Cleaners, LLC (“Contractor”), a Texas limited liability company with its principal place of business at 8992 Preston Road, #110-322, Frisco, Texas 75034, (referred to individually as Party and collectively as “Parties”).

WHEREAS, County desires to enter into a contract for the purchase of degreaser products for oil tanks owned by the County, and related consultation services;

WHEREAS, Contractor is a provider of the necessary products and consultation services;

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to performance of this Agreement; and

WHEREAS, the County and Contractor desire to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further agree as follows:

1. **AGREEMENT**

1. **Services to be Provided:** The Contractor shall provide degreaser products for oil tanks, and related consultation services as provided in the Contractor’s proposal (“Proposal”) attached hereto as Exhibit A. Contractor shall provide the goods and services in accordance with this Agreement.
2. **Contract Documents:** The following documents constitute the “Contract Documents”:
 - a. This Agreement;
 - b. The Proposal, attached hereto as Exhibit A.
 - c. The Waller County Travel Policy, attached hereto as Exhibit B.

All of the documents referred to in this Section 1.2 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

In interpreting this Agreement and resolving any ambiguities, the Contract Documents shall be given precedence in the following order: 1) this Agreement, 2) the Waller County Travel Policy, 3) the Proposal.

3. Additional Terms and Conditions: The terms and conditions in this Agreement apply to this Agreement, and are controlling over any other Contract Document.

2. DESIGNATED REPRESENTATIVES

1. County's Designated Representatives: The County designates the County Engineer as the Designated Representative with regard to the goods and services to be provided under this Agreement.
2. Contractor's Designated Representatives: Contractor designates Beth Slate as its Designated Representative with regard to the goods and services to be provided under this Agreement.
3. Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

3. CONTRACTOR'S OBLIGATIONS

1. Contractor's Performance: Contractor shall begin performance immediately upon the written instruction of the County's Designated Representative. Contractor shall be responsible for conducting its activities in order to achieve the performance of the Agreement. Contractor shall furnish all labor, equipment, fuel, supervision, and any other item or service necessary to provide the goods and services specified in the Proposal in accordance with the terms and conditions of this Agreement.
2. Conference and Cooperation: Contractor shall confer with the County on an as needed basis to ensure the goods and services are satisfactory, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the county to maintain maximum efficiency.
3. Necessary and Qualified Staff: Contractor shall provide necessary staff and equipment to provide the goods and services, and shall be responsible for any cost associated with implementing this Agreement. Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the goods and services required by this Agreement. Contractor shall ensure its employees, staff, agents, and representatives provide the goods and services in a safe manner. The County shall not be responsible for any injury incurred or caused by an employee, member of staff, agent, or representative of Contractor during the performance of this Agreement.

4. Performance Warranty: Contractor represents and warrants to County that it has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession, and will perform the services in accordance with the highest professional standards. All services will comply with applicable industry standards.
5. Materials and Equipment: all materials, parts, and equipment, necessary in the course of the performance of this Agreement shall be provided by the Contractor, and shall be in proper working condition.
6. Quality of Goods: All goods supplied by Contractor must be new and in first class condition, and, if shipped, must be in containers suitable for damage-free shipment and storage. The goods must be warranted in the same manner and to the same extent as normally provided to other customers of Contractor or the product's manufacturer. "Factory seconds," "refurbished," or otherwise inferior items are not acceptable.
7. Condition of Goods: Goods supplied under this Agreement must be delivered in the best possible condition, covered by the product warranties provided by Contractor or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the County. In the event that a good fails to meet the requirements of the item's specifications, or the terms and conditions of this Agreement, Contractor must replace the defective good without charge for the replacement. The County may dispose of defective products that are not picked up by the Contractor without cost or penalty. Goods damaged in shipping are considered defective. Latent defects discovered after delivery and acceptance of any goods may result in revocation of the acceptance of such products.
8. Travel: Contractor shall be reimbursed for incurred travel expenses only in accordance with the Waller County Travel Policy.
9. Property Protection: Contractor shall not damage property owned by the County during on-site consultations. Contractor shall inform the Designated Representative of damages to any Waller County property or structures, and make immediate repairs or replacement to the satisfaction of the County, and at no cost to the County. Contractor shall be responsible for any damage or loss to County property caused by any of its employees, staff, agents, or representatives.
10. Compliance With Applicable Law: Contractor shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal, state, and local government, which may affect performance of this Agreement. All employees performing work on County property shall be appropriately licensed.
11. Delivery of Goods: The place of delivery for the goods to be provided hereunder is Waller County Road and Bridge located at 775 Business 290 East, Hempstead, Texas 77445. Contractor must pay for all freight, delivery, handling, and other charges incurred transporting and delivering goods to the County. The Contractor must notify the County's Designated Representative immediately of an anticipated or actual delay in the delivery of the goods.

12. Title and Risk of Loss: Title to and risk of loss for goods to be provided hereunder shall pass to the County only when the County receive and accepts the goods.
13. Third-Party Property Damage: Contractor shall be responsible for any damages or losses it, or any of its employees, staff, agents, or representatives, caused to third-parties in the performance of this Agreement.

4. CONTRACT PRICE

1. Total Fee: In consideration of the goods and services to be provided by the Contractor under the terms of this Agreement, the County shall pay Contractor a fee for goods actually provided and services actually performed in an amount not to exceed fourteen thousand nine hundred and eighty-seven dollars and seventy-four cents (\$14,987.74). This sum shall be a fixed fee for the provision of the goods and services contemplated by this Agreement.
2. Payment: The County agrees to pay Contractor for goods and services in the amount identified in Section 4.1 upon completion of the services and acceptance of the goods, and according to the terms and conditions of this Agreement. The County shall pay all valid invoices in accordance with Texas Government Code Chapter 2251. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.
3. Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to Contractor to such extent as the County deems necessary in the event that:
 - a. Work is not performed in accordance with the Contract Documents, and the defective performance is not remedied as required by the County and in the time frame required by the County;
 - b. The goods provided are not to the satisfaction of the County, and the Contractor does not provide substitute goods that are to the satisfaction of the County;
 - c. Contractor or its employees, staff, agents, or representatives cause damage to County property; or
 - d. There is reasonable evidence that the work cannot be completed within the time specified in this Agreement;

5. TERM AND TERMINATION

1. Agreement Term: The term of this Agreement shall begin on the Effective Date, and continue until terminated in accordance with Section 5.2.
2. Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.
3. Termination for Failure to Perform: Either Party may terminate this Agreement if the other Party fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the terminating Party. Contractor shall be responsible for any expenses it incurs after the date of termination.

4. Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice and without the opportunity to cure if Contractor, or any of its parent or subsidiary business entities responsible for providing services under the Agreement become insolvent or files any petition for bankruptcy.
5. Termination for Cause or Convenience: The County may terminate this Agreement for cause or convenience, and without penalty, by providing written notice to the Contractor in accordance with Section 5.6. The notice must state the reasons for such termination. Contractor must cease performance of any services immediately upon receiving written notice.
6. Notice of Termination: The terminating Party shall provide 10 days written notice of termination to the other Party as provided in Section 16.18.
7. Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for 10 calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the 10th calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.
8. Termination Without Penalty: Contractor shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate.
9. Prorated Refund: In the event that the County terminates the Contract prior to automatic termination, Contractor shall refund to the County a prorated portion of the Total Fee.
6. **NO EXCLUSION OR PAYMENT**
 1. No Exclusion or Payment: Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.
7. **RECORDS AND AUDITS**
 1. Records and Audits: The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit.
8. **INTERPRETATION**
 1. Interpretation: This Agreement controls over any other document, proposal, order form, purchase order, terms, or conditions in regard to the goods and services to be provided hereunder. In the event of any disputes over the meaning or application of this

Agreement, it shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

9. **SITE INSPECTION AND COORDINATION**

1. **Equipment Inspection and Coordination:** Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Agreement. All goods and services provided under this Agreement shall be coordinated under, and performed to the satisfaction of the County or the Designated Representative.

10. **NO DISCLAIMER OF WARRANTIES**

1. **No Disclaimer of Warranties:** Contractor shall not disclaim any warranty provided by law. All warranties shall survive the termination of this Agreement.

11. **PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.**

1. **Permits; Compliance with Laws and Regulations:** Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the provision of the goods and services prior to executing this Agreement. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

12. **INDEPENDENT CONTRACTOR.**

1. **Independent Contractor:** In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

13. **INDEMNITY.**

1. **INDEMNITY:** CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS “CONTRACTOR” FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “COUNTY” FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY’S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER

THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY

FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14. **INSURANCE REQUIREMENTS**

1. Insurance Limits and Required Certificates: Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of B-Greener Industrial Cleaners, LLC, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:
 - a. Workers Compensation in accordance with the laws of the State of Texas.
 - b. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - c. Comprehensive general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.
 - d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
2. Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured.
3. Certificates of Insurance: Contractor shall provide the County with certificates of such insurance within 10 days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.
4. No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.
5. No Cancellation or Modification: Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing 30 days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Agreement during the Term.

15. **ASSIGNMENT**

1. Assignment: Contractor shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the County. The following

conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least 30 days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Agreement; c) Contractor must retain its obligations to the County under this Agreement until the assignment is effective; d) the Assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than 5 business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

16. MISCELLANEOUS PROVISIONS

1. Recitals: The Recitals are incorporated into this Agreement.
2. Jurisdiction and Venue: This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.
3. Appropriation of Funds: Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. Contractor shall be responsible for all expenses occurring after the date of termination.
4. Right of Review: The County may review and inspect any and all of the services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees to retain such records for a minimum of 3 years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by a review under this section.
5. No Subcontractors: Contractor shall not subcontract any portion of its duties under this Agreement, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Agreement.
6. No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved

party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

7. Force Majeure: Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Part seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. If the Contractor is relieved from performance due to force majeure, the County will also be excused from making payment to the Contractor during the period of nonperformance. If the Contractor has already received payment from the County for the period of nonperformance, the Contractor shall refund a prorated portion of the payment made by County for the period during which performance is excused.
8. Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.
9. Entire Agreement: This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.
10. Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.

11. Tax Exempt: The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.
12. Other Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the performance contemplated by this Agreement.
13. No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.
14. Waiver of Subrogation: Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's, its employees', or permitted subcontractors' performance under this Agreement.
15. No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.
16. Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
17. Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.
18. Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Waller County Judge
425 FM 1488

To Contractor:

Attn: [BETH SLATE]
B-Greener Industrial Cleaners, LLC

Hempstead, Texas 77445

8992 Preston Road, #110-322
Frisco, Texas 75034

COUNTY

Carbett "Trey" Duhon, III
Waller County Judge

Date: _____

CONTRACTOR



Beth Slate

Owner, B-Greener Industrial Cleaners, LLC

Date: 08/25/2025

EXHIBIT A

Waller County
Consult Quote

1 of 1



OPTIONAL

WALLER COUNTY—CONSULTATION QUOTE — JULY 28, 2025

Contact: **Beth Slate—BSlate@BGreenerCleaners.com**
214-862-5662
8992 Preston Rd, #110-322
Frisco, TX 75034

EIN: 27-0815477 / HUB/NCTRCA
844-206-4333 (fax)
Plant: 6373 W Interstate 30 #D
Royse City, TX 75189

QTY	UNIT	PRODUCT/SERVICES	PRICING	COST
2	236 MILES	Travel—mileage. Round trip Irving / Hempstead	\$0.70/mile	\$330.40
4	NIGHTS	Travel—Hotel	\$110/night	\$440.00
3	DAYS	Travel—Per diem	\$68/day	\$204.00
2	DAYS	Traveling—Per diem	\$36/day	\$72.00
3	DAYS	Consultation	\$700/day	\$2,100.00
			TOTAL	\$3,146.40

This includes a class on: degreasers, maintaining equipment, storing asphalts, and cleaning processes developed by B-Greener Industrial Cleaners. (Optional)

This pricing will also include a two-year certification on B-Greener products/ processes with hands-on training.

The travel & consultation charges, except mileage, will be adjusted per the actual days worked and the receipts, but will not be higher than the quote, unless more days are required.

Thank you for your consideration! Beth Slate



WALLER COUNTY—COMBINED PRODUCT QUOTE AUGUST 8, 2025

Contact: **Beth Slate**—BSlate@BGreenerCleaners.com
214-862-5662
8992 Preston Rd, #110-322
Frisco, TX 75034

EIN: 27-0815477 / HUB/NCTRCA
844-206-4333 (fax)
Plant: 6373 W Interstate 30 #D
Royse City, TX 75189

QTY	UNIT	PRODUCT/SERVICES	TTL GAL	PRICING	COST
6	55 gal drum	B-SOLVED Tank Cleaner	330	\$27.25/gal	\$8,992.50
2	30 gal drum	NO-B Lubricating Degreaser	60	\$29.15/gal	\$1,749.00
4	5 gal pail	NO-B Lubricating Degreaser	20	\$29.15/gal	\$583.00
				SUBTOTAL	\$11,324.50
		SHIPPING—SOUTHEASTERN Qte#—GAR3HH925			\$516.84
				TOTAL	\$11,841.34

NO-B LUBRICATING DEGREASER	1 — 55 gallons	\$30.15
	56+ gallons	\$29.15
BFF (B-FILM FREE) DEGREASER	1 — 55 gallons	\$31.50
	55+ gallons	\$30.50
B-SOLVED TANK CLEANER	1 — 55 gallons	\$28.00
	56+ gallons	\$27.25
B-SLICK NON-STICK EQPT BARRIER (PRETREATMENT)	1 — 55 gallons	\$28.15
	56+ gallons	\$27.25

- **Tank volumes + Waller County measured sediment:**
 - 3,000 gal — approx 500 gal SS1 sediment
 - 6,000 gal — 500 gal CRS-2 sediment
 - 250 gal tank x 2 — SS1 residual
- 330 gal B-SOLVED Tank Cleaner and 80 gal BFF Degreaser.
 - 30 gal NO-B will be used to keep the distributor truck pump and hoses clear.
 - 40 gal NO-B will be used in the final tank flush.
 - 10 gal NO-B will be used to clean the small 250 gal tanks.
- The distributor tank will also be cleaned by default.
- All tanks will be a neutral ionic charge when finished.
- The tank cleaning mixture can be used as a form of dust control.
- 3-4 days + additional days for flushing.

B-Greener Industrial Cleaners is the manufacturer for proprietary products: **NO-B Lubricating Degreaser, BFF (B-Film Free) Degreaser, B-SOLVED Tank Cleaner** and **B-SLICK NON-STICK**. These products are sole source and unique to the industry.

Thank you for your consideration! Beth Slate

EXHIBIT B

WALLER COUNTY POLICY ON TRAVEL

- PURPOSE**
1. To establish and communicate equitable standards and effective procedures for travel expenditures and to ensure consistent and fair treatment of all County Officials and Employees. This policy applies to travel for official county business regardless of the source of funds.
- DEFINITION**
2. For the purpose of this policy, travel on official county business shall include reimbursements or advance payments for County Officials and fulltime employees for:
 - a. registration fees
 - b. hotel/motel lodging
 - c. meals
 - d. auto mileage
 - e. other transportation
 - f. incidental expenditures
- APPROVAL**
3. All travel expenses must be pre-approved by the elected official, appointed official, or department with responsibility over the department in which the traveling employee works, and no travel expenses shall be pre-approved unless funds have been budgeted for that purpose. All travel expenses are subject to Commissioners' Court approval prior to payment upon request from the Auditor or Treasurer.
- TRAVEL
EXPENDITURE
FORMS**
4. **Travel Expense Form Number 1-Travel Expense Reimbursement**
 - a. This form shall be completed and submitted to the County Treasurer's Office within 30 days from the date of travel along with all supporting documentation as stated for each category in order to receive reimbursement.
 5. **Travel Expense Form Number 2-Travel Expense In Advance**
 - a. This form shall be completed and submitted to the County Treasurer's Office along with all supporting documentation. The request will be processed and considered for approval by Commissioners' Court.
- REIMBURSED
EXPENSES**
6. **Registration Fees**
 - a. Request shall be submitted with a Travel Expense Form Number 1.
 - b. Reimbursements shall be allowed accordingly:
 1. Official educational seminars, conferences, and meetings.
 - c. A paid registration receipt along with all supporting documentation must be attached identifying:
 1. Attendee.
 2. Dates of registration.
 3. Itemized account of all charges.
 - d. Since most conferences/trainings are known well in advance, no late fees shall be paid by the county for late registrations.

WALLER COUNTY

POLICY ON TRAVEL

REIMBURSED EXPENSES (Cont.)

7. Hotel/Motel Lodging

- a. Request shall be submitted with a Travel Expense Form Number 1.
- b. Reimbursements shall be allowed accordingly:
 1. Lodging must be out-of-county business related travel.
 2. Conference/Meeting rate or up to the single room rate unless two or more County Officials/Employees share a room.
- c. A paid hotel/motel receipt along with all supporting documentation must be attached identifying:
 1. Traveler.
 2. Dates of reservation.
 3. Itemized account of all charges.

8. Meals

- a. Request shall be submitted with a Travel Expense Form Number 1.
- b. Reimbursements for non-overnight out-of-county business related travel shall be allowed accordingly:
 1. At the maximum per day amount as established by the Waller County Commissioners' Court.
 2. Reimbursements shall be paid through payroll, subject to applicable taxes and retirement deductions in accordance with IRS and TCDRS regulations.
 3. An itemized paid receipt must be attached.
- c. Reimbursements for overnight out-of-county business related travel shall be allowed accordingly:
 1. At the maximum per diem amount as established by the Waller County Commissioners' Court.
 2. Departure/Return days are reimbursed at 75% of the per diem amount, in accordance with IRS regulations.
 3. Reimbursements shall be paid through accounts payable.
 4. Verification of conference attendance required.

9. Auto Mileage

- a. Request shall be submitted with a Travel Expense Form Number 1.
- b. Reimbursements shall be allowed accordingly:
 1. Actual miles traveled to and from the designation only.
 2. At the per mile rate annually established by the Waller County Commissioners' Court.

10. Other Transportation

- a. Request shall be submitted with a Travel Expense Form Number 1.
- b. Reimbursements shall be allowed accordingly:
 1. When Other Transportation is more appropriate or more economical than traveling by auto and has been approved by Commissioners' Court.
- c. A paid receipt along with all supporting documentation must be attached identifying:
 1. Traveler.
 2. Dates of travel.
 3. Itemized account of all charges.

WALLER COUNTY

POLICY ON TRAVEL

REIMBURSED EXPENSES (Cont.)

11. Incidental Expenditures

- a. Request shall be submitted with a Travel Expense Form Number 1.
- b. Reimbursements shall be allowed accordingly:
 1. Gratuities.
 2. Parking Fees.
 3. Toll Charges.
- c. A paid receipt must be attached.

ADVANCE EXPENSE PAYMENTS

12. Registration Fees

- a. Request shall be submitted with a Travel Expense Form Number 2.
- b. Advance payments shall be allowed accordingly:
 1. Official educational seminars, conferences, and meetings.
- c. A registration form along with all supporting documentation must be attached identifying:
 1. Attendee.
 2. Dates of registration.
 3. Itemized account of all charges.
- d. Since most conferences/trainings are known well in advance, no late fees shall be paid by the county for late registrations.

13. Hotel/Motel Lodging

- a. Request shall be submitted with a Travel Expense Form Number 2.
- b. Advance payments shall be allowed accordingly:
 1. Lodging must be out-of-county business related travel.
 2. Conference/Meeting rate or up to the single room rate unless two or more County Officials/Employees share a room.
- c. A hotel/motel invoice along with all supporting documentation must be attached identifying:
 1. Traveler.
 2. Dates of reservation.
 3. Itemized account of all charges.

14. Other Transportation

- a. Request shall be submitted with a Travel Expense Form Number 2.
- b. Advance payment shall be allowed accordingly:
 1. When Other Transportation is more appropriate or more economical than traveling by auto and has been approved by Commissioners' Court.
- c. An invoice along with all supporting documentation must be attached identifying:
 2. Dates of travel.
 3. Itemized account of all charges.

WALLER COUNTY

POLICY ON TRAVEL

ADVANCE EXPENSE PAYMENTS (Cont.)

15. Incidental Expenditures

- a. Request shall be submitted with a Travel Expense Form Number 2.
- b. Advance payments shall be allowed accordingly:
 1. Parking Fees.
- c. A hotel/motel invoice along with all supporting documentation must be attached identifying:
 1. Traveler.
 2. Dates of reservation.
 3. Itemized account of all charges.

EXCEPTIONS

16. The County Shall Pay:

- a. Reimbursement of actual cost of fuel when traveling in a county-owned vehicle.
- b. Reimbursement to only one Official/Employee for auto mileage when two or more are traveling in the same vehicle.
- c. Reimbursement of auto mileage for travel inside the county to Officials/ Employees who do not receive an auto allowance but use their automobile in the scope of county business.
- d. Reimbursement of auto mileage for travel outside the county to Officials/ Employees who receive a travel allowance.

17. Any travel expense incurred not specifically covered by this policy shall require Commissioners' Court approval in order for reimbursement.

EXCLUDED EXPENSES

18. The County Shall Not Pay:

- a. Commuting costs between home and work place.
- b. Cancellation fees for unreasonable failure to cancel reservations.
- c. For meals that are included in conference/meeting registration fees.
- d. Spouse and/or companion expenses.
- e. Lost or stolen cash or other personal property.
- f. Traffic fines for parking or speeding violations.
- g. Repairs to personal vehicles used for county travel.
- h. Personal entertainment, alcoholic beverages, or laundry service.
- i. Expenses related to training created by county personnel and not certified by a third-party professional organization.

OUT OF STATE TRAVEL

19. Advancements or reimbursements for out of state travel will not be considered for payment without prior approval from Commissioners' Court with the exception of law enforcement emergencies.

REIMBURSEMENT FROM OTHER SOURCES

20. Advancements or reimbursement for travel will not be considered for payment when other sources of funding are available.

WALLER COUNTY
TRAVEL EXPENSE FORM NUMBER 1
REIMBURSEMENT REQUEST

NAME OF EMPLOYEE SUBMITTING REIMBURSEMENT: _____

NAME OF DEPARTMENT: _____

PURPOSE OF TRAVEL: _____

DESTINATION: (City & State) _____

DEPARTURE DATE: _____ RETURN DATE: _____

NON-OVERNIGHT MEALS:

Attach itemized receipts and include meal gratuities in the meal column

	DATE	MEALS	TOTALS
	1	_____	_____
Non-overnight meals =	2	_____	_____
Maximum daily amount	3	_____	_____

TOTAL REIMBURSEMENT REQUEST FOR PAYROLL

Non-overnight out-of-county reimbursements shall be paid through payroll, subject to applicable taxes and retirement deductions in accordance with IRS and TCDRS regulations.

OVERNIGHT MEALS AND LODGING:

Attach required verification of conference attendance

PER DIEM RATES	DATE	MEALS	LODGING	TOTALS
First & last travel days =	1	_____	_____	_____
75% of per diem amount	2	_____	_____	_____
Overnight Meals =	3	_____	_____	_____
Maximum per diem amount	4	_____	_____	_____
	5	_____	_____	_____

TOTAL MEALS AND LODGING _____

TRAVEL AND TRANSPORTATION:

Personal Auto _____ MILES AT _____ PER MILE = _____

(Approved by CC)

Other Transportation: (Attach receipts) _____

TOTAL TRAVEL AND TRANSPORTATION _____

REGISTRATION FEES:

(Attach receipts) _____

TOTAL REGISTRATION _____

INCIDENTAL EXPENSES:

Parking fees, toll charges, etc. (Attach re Policy and Administration, and Construction M: _____)

TOTAL INCIDENTAL EXPENSES

TOTAL REIMBURSEMENT REQUEST FOR ACCOUNTS PAYABLE

Overnight out-of-county reimbursements shall be paid through accounts payable.

CERTIFICATION BY EMPLOYEE

I certify that the expenses as shown on this travel expense form are true and correct statements of expenses incurred by me while traveling on official county business and that no other reimbursement has been or will be sought from other sources.

Signature of Person Submitting Request

Date

CERTIFICATION BY OFFICIAL/DEPARTMENT HEAD

I certify that the above named employee received proper authorization for traveling on official county business. I have examined this request for travel reimbursement and approve the same for payment.

Signature of Official/Department Head Submitting Request

Date

WALLER COUNTY
TRAVEL EXPENSE FORM NUMBER 2
ADVANCE PAYMENT REQUEST

PAYABLE TO VENDORS FOR REGISTRATIONS, LODGING, TRANSPORTATION
AND INCIDENTAL EXPENDITURES
PAYABLE TO EMPLOYEE WITH PAID RECEIPTS

NAME OF EMPLOYEE SUBMITTING ADVANCEMENT: _____

NAME OF DEPARTMENT: _____

PURPOSE OF TRAVEL: _____

DESTINATION: (City & State) _____

DEPARTURE DATE: _____ RETURN DATE: _____

LODGING: PAYABLE TO: _____
DATE LODGING

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL LODGING _____

TRAVEL AND TRANSPORTATION:

PAYABLE TO: _____

TOTAL TRAVEL AND TRANSPORTATION _____

REGISTRATION FEES: PAYABLE TO: _____

TOTAL REGISTRATION _____

INCIDENTAL EXPENDITURES: PAYABLE TO: _____

TOTAL INCIDENTAL EXPENDITURES _____

TOTAL REQUEST FOR ADVANCEMENT

Supporting documentation must be attached for requested advancement.

CERTIFICATION BY EMPLOYEE Policy and Administration, and Construction Manager, the County Judge will exercise
I certify that the expenses as shown on this travel expense form are true and correct statements of expenses
that will be incurred by me while traveling on official county business.

Signature of Person Submitting Request

Date

CERTIFICATION BY OFFICIAL/DEPARTMENT HEAD

I certify that the above named employee received proper authorization for traveling on official county business.
I have examined this request for travel advancement and approve the same for payment.

Signature of Official/Department Head Submitting Request

Date