

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into by and between **Webb County** (hereinafter "WEBB COUNTY") and **Astex Environmental Services, Inc., a Texas corporation**, (hereinafter "INDEPENDENT CONTRACTOR").

For and in consideration of the payment and acceptance of the sum of ten and zero/100 dollars (\$10.00) and the exchange of the mutual covenants herein set forth, and other good and valuable consideration, the parties do hereby agree as follows:

1. **DESCRIPTION OF PROJECT:** Asbestos abatement air monitoring and project management during the demolition of the Webb County Annex Building, the "PREMISES".
2. **PREMISES DEFINED:** As used herein, "PREMISES" is defined as the site where the work specified will be performed. Said PREMISES is located at the corner of San Agustin and Houston St. in Laredo, Webb County, Texas.
3. **SCOPE OF WORK:** INDEPENDENT CONTRACTOR agrees to perform the following work for WEBB COUNTY: INDEPENDENT CONTRACTOR shall conduct and perform such work in accordance with the National Emission Standards for Hazardous Air Pollutants (hereinafter NESHAP) and conduct asbestos air monitoring and comply with state required project management procedures.
4. **CONTRACT SUM:** In exchange for INDEPENDENT CONTRACTOR'S performance of services under this Agreement, WEBB COUNTY shall pay to INDEPENDENT CONTRACTOR the following amount(s): **not more than \$11,490.00** for services provided during the demolition process.
5. **DATE OF COMMENCEMENT:** September 25, 2015.
6. **INSURANCE: Contractor and Subcontractor Insurance:** The financial integrity of CONTRACTOR is of interest to WEBB COUNTY, therefore, subject to the right of CONTRACTOR to obtain and maintain reasonable deductibles in such amounts as are approved by WEBB COUNTY, CONTRACTOR shall obtain and maintain in full force and effect for the entire duration of this agreement, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated B+ or better by A.M. Best Company (Best's Key Rating Guide, 2005 Edition, and as amended) and/or otherwise acceptable to Webb County, the following types and amounts: \$1,000,000.

CONTRACTOR shall not commence work under this Contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the WEBB COUNTY, nor shall the CONTRACTOR allow any subcontractor to commence work on his/her Sub-Contract until the insurance required of the Subcontractor has been so obtained and approved by WEBB COUNTY.

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- a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or Territorial law for all of his/her employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Workmen's Compensation Insurance. In the case where any class of employees engaged in hazardous work on the project under this Contract and is not protected under the Workmen's Compensation Statute, CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate employee's liability insurance for the protection of such of his/her employee as are not otherwise protected.
- b. CONTRACTOR's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: CONTRACTOR shall procure and shall maintain during the life of this Contract, insurance in the amounts listed in above.
- c. Scope of Insurance and Special Hazards: The insurance required under Subparagraph b. and c. above shall provide adequate protection for the CONTRACTOR and his/her Subcontractor's, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by any one directly or indirectly employed by him/her and also against any of the special hazard which may be encountered in the performance of this Contract.

8. **RELATIONSHIP OF PARTIES:** INDEPENDENT CONTRACTOR is engaged under this Agreement as an independent contractor and not as an agent or employee of WEBB COUNTY. INDEPENDENT CONTRACTOR is not entitled to benefits of any kind to which WEBB COUNTY's employees are entitled, including but not limited to unemployment compensation, workers compensation, health insurance or retirement benefits. CONTRACTOR assumes full responsibility for payment of all federal, state and local taxes or contributions, including but not limited to, unemployment insurance, social security, Medicare and income taxes with respect to CONTRACTOR and CONTRACTOR's employees. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party has any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other party.

9. **SUCCESSORS AND ASSIGNS:** This Agreement may not be assigned or subcontracted, in full or in part, by Parties without first obtaining written consent of Parties. Parties shall not be relieved of its full responsibility for completion of work because of subletting of any portion of the work. This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors, transferees and assigns.

10. **INDEMNITY:** CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD WEBB COUNTY HARMLESS FROM ANY AND ALL LOSS, EXPENSE, COST OR LIABILITY (INCLUDING REASONABLE LEGAL FEES AND EXPENSES), ARISING FROM ANY

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CLAIM OR CAUSE OF ACTION FOR ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM THE PERFORMANCE OF CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE CONDUCT OF CONTRACTOR'S EMPLOYEES AND/OR ANY ACTS PERFORMED UNDER THIS CONTRACT AND THAT RESULT FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. IN CASE OF ANY SUCH CLAIM, CONTRACTOR, UPON NOTICE FROM WEBB COUNTY, COVENANTS TO DEFEND ANY SUCH ACTION OR PROCEEDING. THE CONTRACTOR SHALL ALSO SAVE AND HOLD HARMLESS WEBB COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, COURT COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES THAT MIGHT BE INCURRED, IN LITIGATION OR OTHERWISE DEFENDING OR PROSECUTING CLAIMS.

11. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities, including but not limited to those pertaining to safety, and shall obtain all licenses and registrations required in order to fully perform its obligations hereunder.

12. **SEVERABILITY:** Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Texas, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

13. **GOVERNING LAW:** This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. The parties agree venue lies exclusively in Webb County.

14. **ENTIRE AGREEMENT:** This Agreement and its Exhibits shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by and between either parties. Any modifications to this Agreement must be in writing signed by the party sought to be bound.

15. **EXHIBITS:** The following documents are attached hereto and fully incorporated herein by reference: Attached proposal dated September 18, 2015.

16. **REQUEST FOR PAYMENT SUBMISSION:** All request for payments are to be made payable to CONTRACTOR by dated and signed invoice(s). Said invoice and/or request for payments can be mailed or hand-delivered to Webb County Purchasing Dept. 1110 Washington St., Laredo, Webb County, Texas 78040 or via email addressed to Dr. Cecilia Moreno at cmaymoreno@webbcountytexas.gov. Payment will be mailed to Contractor.

17. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never

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been contained herein.

18. **AMENDMENT**: No amendment, modification or alteration of the terms of this agreement hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by both of the parties hereto.

19. **TIME OF ESSENCE**: Time is of the essence of this Agreement and each and every covenant, condition and provision herein contained.

IN WITNESS WHEREOF, the parties aforesaid have duly executed the foregoing instrument, or caused the same to be executed in duplicate originals on this **th day of September, 2015**.

ATTESTED TO:



Jeff Zunker, President
Astex Environmental Services, Inc.
139 Braniff
San Antonio, Texas 78216

Tano E. Tijerina
Webb County Judge

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marco A. Montemayor
Webb County Attorney

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).