

THE STATE OF TEXAS §
 §
COUNTY OF WEBB §

**CONTRACT AGREEMENT
(CATARINA M. CASARES- LANDOWNER)**

This is an AGREEMENT made by and between Webb County, a political subdivision of the State of Texas (hereinafter referred to as "Webb County"), 1000 Houston Street, Laredo, Texas 78040, RGM Land Management, LLC, a Texas Limited Liability Company, (hereinafter referred to as "Contractor"), P.O. Box 440050 and/or 223 Monte Vista Road, Laredo, Webb County, Texas 78044-0050, and Catarina M. Casares ("Landowner"), 320 Don Antonio Road, Colorado Acres, Lot 16, Block 12, Webb County, Texas who is also considered a third party beneficiary under this Agreement. Webb County, Contractor, and Landowner sometimes referred to as "Party" or collectively as "Parties."

ATTACHMENTS

This Agreement is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference to this Agreement:

- Attachment A- "Aerial of Landowners' Colonia Property"
- Attachment B- "Contractor's Scope of Work"

RECITALS

WHEREAS, Webb County and Contractor are entering into this Contract for Site Evaluation, Design and Installation of a standard On-Site Sewage Facility (OSSF) by Contractor ("Project") for the benefit of Landowner, who is also considered a Third Party Beneficiary under this Agreement, and Contractor's compliance with OSSF requirements of the Texas Commission on Environmental Quality ("TCEQ") rules and regulations as well as OSSF-ARPA Grant Guidelines as have been approved by the Webb County Commissioners Court; and

WHEREAS, Webb County solicited an Invitation Bid ("ITB") 2024-004 for "Septic Systems Site Evaluation, Design, and Installation Project-Phase I", and Contractor as respondent to said ITB represented that it qualified to provide Septic Site Evaluation, Design, and Installation of Standard On-Site Sewage Facilities (OSSF) Septic System; and

WHEREAS, Land Owner has been approved by Webb County for an On-Site Sewerage Facilities through the county's "First Time On-Site Sewer Facilities" Program and are entitled to the rights and benefits hereunder not only as a Party but also as a Third-Party Beneficiary; and

WHEREAS, Contractor agrees to provide OSSF Site Evaluation, Design, and Installation to certain Webb County Colonia Residents designated by Webb County and whose

colonia addresses were set out in Webb County's Invitation to Bid, and

WHEREAS, Webb County agrees to pay Contractor based on the fee set forth in the Compensation and Pricing Provision of the Agreement.

NOW THEREFORE, in accordance with the recitals set forth above and **AS CONSIDERATION** for the representation, warranties, covenants and agreements set for this Agreement, as well as for other good and valuable consideration the receipt of which hereby are acknowledged, the Parties mutually agree as follows:

ARTICLE 1
Recitals Part of the Agreement

The representations, covenants, and recitations set forth in the foregoing recitals are material to the Agreement and are hereby incorporated and made part of this Agreement as though they are fully set forth in this Article 1.

ARTICLE 2
Contractor's Scope of Work

Contractor agrees to furnish all supervision, labor, materials, supplies, equipment, subcontracting, and licenses necessary and required for site evaluation, design, and septic system installation, and decommission of existing cesspool involving the following colonia property: **320 Don Antonio Road, Colorado Acres, Lot 16, Block 12, US-59 Colorado Acres, Webb County, Texas**. An aerial depiction of Landowner's colonia property is depicted in Attachment "A." Contractor shall adhere to the Contractor's Scope of Services regarding site evaluation, design, and installation of standard On-Site Sewerage Facility as shown in Attachment A on said colonia property. Further, Contractor shall adhere to septic tank criteria for the Colonia property as set out in the site evaluation approved by Webb County's Representative. Contractor shall coordinate with the Webb County Planning Department regarding the Scope of Work to be undertaken by Contractor under this Agreement pertaining to said colonia property.

ARTICLE 3
Pricing and Compensation

For and in consideration of the contractor providing Site Evaluation Work, Design, and Installation of New Septic System, decommission of existing cesspool and furnishing of all materials, equipment, labor, permits, and supervision by Texas Commission on Environmental Quality ("TCEQ") rendered by Contractor under this Agreement, the County shall pay Contractor the sum certain of Thirty-Three Thousand Dollars (\$33,000.00). Further, said payment is intended to compensate Contractor for all equipment, tools and supplies necessary in the provision of services hereunder and shall be supplied by Contractor at its own expense. Furthermore, in no event will the County be obligated to compensate Contractor more than **\$33,000.00** or shall Contractor be required to provide services, which would entitle Contractor to compensation in

excess of **\$33,000.00** such amount is subject to Article 12, "Limit of Appropriation".

ARTICLE 4
Landowner Obligations
Third Party Beneficiary

Landowner has applied for and been accepted by Webb County for an On-Site Sewage Facilities (OSSF) wastewater disposal system designed to treat and dispose of domestic wastewater under its "Webb County OSFF Program." As part of the acceptance process, Landowner is required to execute an "Affidavit of Residency" swearing and affirming they are residence of Webb County and that the address that is the subject of this Agreement, **320 Don Antonio Road, Colorado Acres, Lot 16, Block 12, US-59 Colorado Acres, Webb County, Texas**, is the Landowner's homestead. Further, Landowner agrees to provide Contractor and Webb County with a Right of Entry onto Landowner's property in order for Contractor and Webb County to fulfill their contractual obligations under this Agreement. Also, Landowner must retain ownership of the Property during the installation of the septic system pursuant to this Agreement. The Landowner is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as a party thereto.

ARTICLE 5
Authorization and Supervision

The County representative, as assigned by Webb County on a project-by-project basis, will be the contact person for Contractor. The County Representative for this Project is **Mr. Jorge A. Calderon and Ms. Diana Cantu, DR, Webb County Planning Department, 1110 Washington Street, Suite 302, Laredo, Texas 78040**. Prior to the commencement of work under this Agreement; Contractor shall obtain authorization to commence work hereunder from the County's Designated Representative. Contractor shall provide competent, full-time supervision of the work at all times during the term of this Agreement.

ARTICLE 6
Method of Payment.

As required by County Representative, on or about the last day of each month during the term of this Agreement, Contractor shall submit an itemized statement to the County Representative, setting forth in detail the services provided hereunder and the compensation claimed therefor. The statement shall be in a form acceptable to the County Auditor and shall include such other details as may be requested by the County Auditor for verification purposes. The County Representative will review the statement and approve it with such modifications as may be deemed appropriate. Thereafter the County Representative shall forward the statement with any modifications to the County Business Office for payment. **For each approved statement, County shall withhold Five Percent (5%) as retainage from the payment amount owed the Contractor.** The County shall pay the statement amount approved by the County

Representative less retainage within thirty (30) days after the County Auditor approves same.

ARTICLE 7
Term and Liquidated Damages

This Agreement is effective upon execution by all parties; however, Contractor shall have Ninety (90) days to substantially complete the Project, unless terminated sooner in accordance with the provisions hereof. Contractor shall not commence Work on the Project until receiving a Construction Authorization from Webb County's Designated Representative, Mrs. Diana Cantu or the County's Planning Department. Contractor shall achieve substantial project completion by the date stated in this Agreement. In the event of delay in substantial completion of the Project undertaken by Contractor beyond the substantial completion date, Contractor shall pay liquidated damages to County in the amount of Two Hundred Dollars (\$200.00) per day until Project is completed. County and Contractor agree that liquidate damages as described in this Agreement are a genuine estimate of the County's sole remedy for such delay. Delay caused by Force Majeure events or by actions of the County shall not constitute resulting in the payment of liquidated damages.

ARTICLE 8
Compliance

Contractor agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services performed hereunder. Contractor shall not access any information which they are not authorized to receive, and under no circumstances shall Contractor at any time, during the term of this Agreement or thereafter, release or divulge any confidential material, information or documents received during the performance of their services hereunder without the express written consent of Webb County, nor shall Contractor copy, recreate or use any such confidential information or documents other than for the performance of this agreement. Contractor shall obtain, at its own expense, all permits, certificates, and licenses as may be required in the performance of the services required hereunder.

ARTICLE 9
Indemnity

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND SAVE WHOLE AND HARMLESS WEBB COUNTY AND ALL ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME, AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES, INCLUDING DEATH, RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH, ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANY AGENT,

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On Site Sewage Facilities
RGM Land Managements, LLC
320 Don Antonio Road
Colorado Acres, Lot 16, Block 12

EMPLOYEE, SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL ALSO DEFEND AND INDEMNIFY WEBB COUNTY AGAINST CLAIMS BY ANY SUBCONTRACTOR, SUPPLIER, LABORER, MATERIALMAN, OR MECHANIC FOR PAYMENT FOR WORK OR MATERIALS PROVIDED ON BEHALF OF CONTRACTOR IN THE PERFORMANCE OF THE SERVICES HEREUNDER; AND ALL SUCH CLAIMANTS SHALL LOOK SOLELY TO CONTRACTOR AND NOT TO WEBB COUNTY FOR SATISFACTION OF ALL SUCH CLAIMS.

ARTICLE 10
Assignment.

Contractor shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of the County. As a condition of such consent, Contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

ARTICLE 11
Insurance.

Prior to the beginning of any work hereunder, Contractor shall provide proof and maintain the following insurance policies:

Workmen's Compensation -Texas Statutory limits

Employer's liability insurance with limits of not less than \$1,000,000.00 each occurrence each accident; \$1,000,000.00 by disease each-occurrence; \$1,000,000 by disease aggregate.

Commercial General Liability with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations and a separate products/completed operation aggregate, and XCU (Explosion, Collapse, Underground) coverage. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times each occurrence limit.

Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. Webb County accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Environmental Liability Insurance at a minimum combined single limit of \$5,000,000.00 per occurrence for bodily injury and property damage. Coverage must be included not only for the actual removal, but also during transportation to the final disposal site.

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. Webb County shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of Webb County shall be contained in the Workers Compensation and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify Webb County of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that Webb County will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name Webb County as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by Webb County.
9. Insurance must be purchased from insurers that are financially acceptable to Webb County, but in no event with a lower rating than A-: VII in the latest *A. M. Best* book.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to Webb County.

All contractors and subcontractors must meet minimum OSHA safety requirements as applicable to their operations. If the size of the job warrants, an umbrella policy that sits over the auto, general liability and employer's liability section of the worker's comp policy may be required.

Upon request, Contractor shall furnish Webb County with certified copies of all insurance policies. This proof is in the form of a letter or certificate from Contractor's insurance company, and must be maintained as current by Contractor throughout the term of this agreement. The certificate of insurance shall include sixty (60) day notice of cancellation. **Webb County must be included as an additional insured on each policy.**

ARTICLE 12 Limit of Appropriation

Contractor has been advised by the County, and Contractor understands and agrees, such understanding and agreement being of the absolute essence of this agreement, that the County shall have available the sum of **\$33,000.00** specifically allocated to fully discharge any and all liabilities of the County under this Contract, and that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Contractor hereunder, shall not exceed under any conditions, circumstances or interpretations thereof the amount certified for the applicable fiscal year.

ARTICLE 13 Warranty

Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Contractor expressly warrants its workmanship for a period of one (1) year after completion of the Project.

ARTICLE 14 Performance Warranty

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to Webb County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery,

equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of Webb County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

ARTICLE 15
Independent Contractor

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under the Contractor shall be considered an agent or an employee of Webb County. Neither Contractor, its employees nor anyone working under the Contractor shall qualify for worker's compensation or other fringe benefits of any kind through Webb County.

Article 16
Termination

Either party hereto may terminate this agreement at any time, either with or without cause, by giving the other party at least thirty days advance written notice. As soon as practicable after termination, Contractor shall submit, in accordance with Article 6, its statement showing in detail the services performed hereunder to the date of termination.

ARTICLE 17
Address of Notices

Any notice required or permitted to be given by one party to the other party under this Agreement may be given by certified or registered U. S. mail, postage prepaid, addressed to the appropriate party as follows:

Webb County

Tano E. Tijerina
Webb County Judge
1000 Houston Street
Laredo, Texas 78040

RGM Management, LLC.
Raul J. Madrigal, Mr., Managing Member
P.O. Box 440050
Laredo, Texas 78044

Copy to:

Mr. Jorge A. Calderon, CFM
Webb County Planning Department
1110 Washington, Suite 302
Laredo, Texas 78040

Ms. Diana Cantu, CFM, DR, SE
Webb County Planning Department
1110 Washington, Suite 302
Laredo, Texas 78040

Any notice given as herein provided shall be deemed given and received upon deposit in the U.S. mail.

Article 18
Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations herein assumed, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. Any oral representations or modifications concerning this instrument shall be of no force or effect. No exceptions, alternatives, substitutes or revisions are valid or binding on Webb County unless authorized by Webb County in writing. This Contract shall be binding and effective only is and when it has been signed by both parties.

Article 19
Inconsistencies

Where there exists any inconsistency between this Contract and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Contract shall control.

Article 20
Severability

Each paragraph and provision hereof is severable from the entire Contract and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

Article 21
Law of Texas/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regards to choice of law rules of any jurisdiction and shall be enforced in the Webb County, Texas. County and Contractor agree that any litigation regarding this Contract shall take place in the State Courts of Webb County, Texas.

Article 22
Amendment

No changes to this Contract shall be made except upon written agreement of both parties.

Article 23
Headings

The headings used herein are for convenience of reference only and shall not constitute a

part hereof or affect the construction or interpretation hereof.

Article 24
Waiver

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

Article 25
Counterparts

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

Article 26
Terminology and Definitions.

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Article 27
Rule of Construction

The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

Article 28
Immunity

Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

Article 29
Legal Compliance

The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

IN WITNESS WHEREOF, the parties aforesaid have duly executed the foregoing instrument, or caused the same to be executed in duplicate originals on the dates set forth below.

WEBB COUNTY

CONTRACTOR
RGM LAND MANAGMENT, LLC

Tano E. Tijerina

Raul Gilberto Madrigal, Jr.,
Managing Member/Owner

Webb County Judge

Date: _____, 2024

Date: _____, 2024

LANDOWNER:

320 Don Antonio Road, Colorado Acres, Lot 16, Block 12 (4.0 acres), US-59 Colorado Acres, Webb County, Texas

Catarina M. Casares

Date: _____, 2024

ATTESTED:

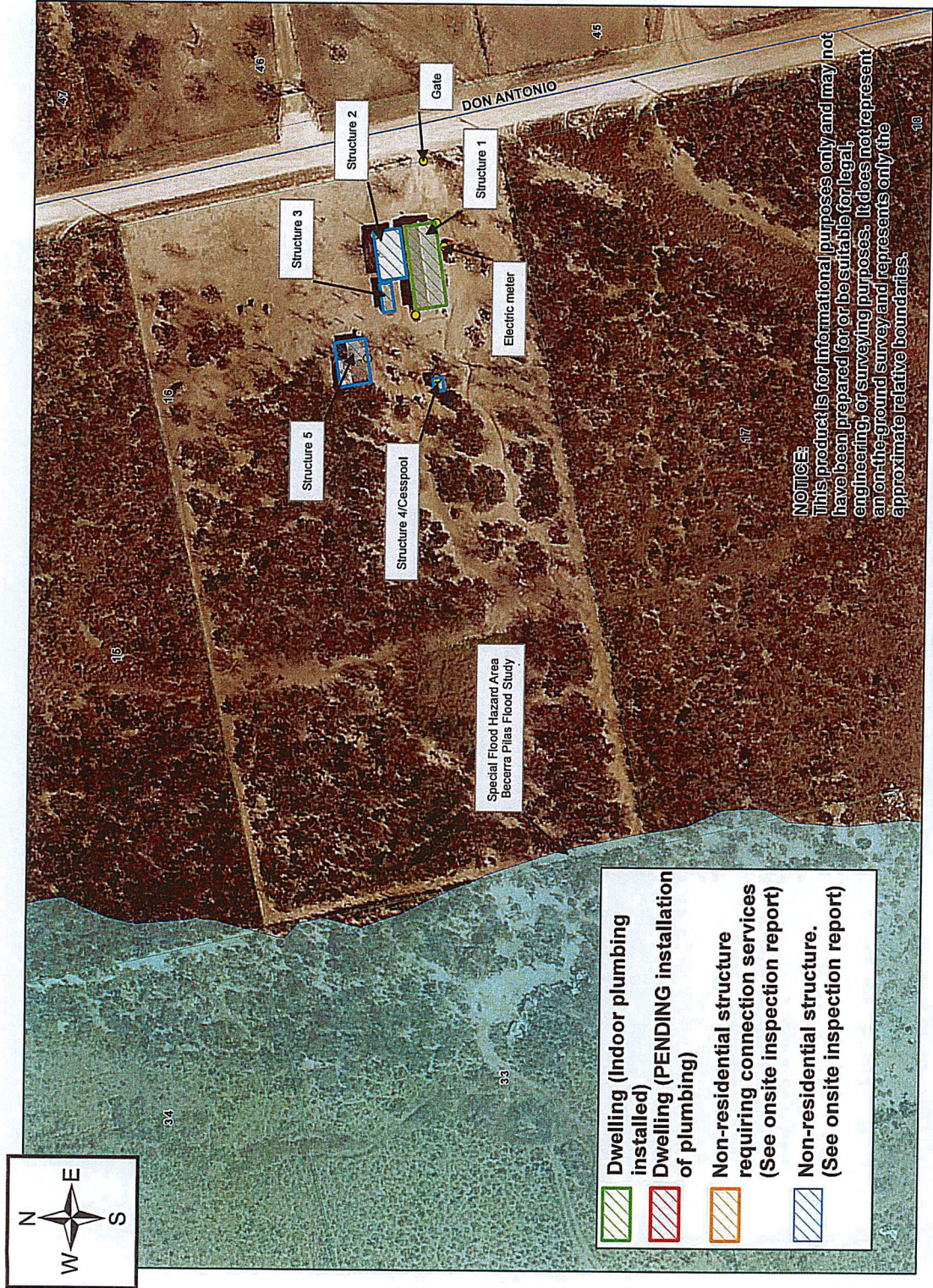
Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Fortunato G. Paredes

Webb County Civil Legal Division

*By law, this 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).



Catariana M. Cazarez
 Colorado Acres - Block 12, Lot 16
 320 Don Antonio Rd.
 ID# 13060

ATTACHMENT "B"

CONTRACTOR'S SCOPE OF WORK CONSTRUCTION SPECIFICATIONS FOR ON-SITE SEWAGE FACILITIES (OSSF) PLANNING, CONSTRUCTION, AND INSTALLATION STANDARDS *30 Texas Administrative Code Chapter 285, Subchapter D, Rule 285.30-285.39*

DESCRIPTION

Conduct OSSF Site Evaluation, system design, application submission and installation of system at the contracted location as approved by the Webb County Commissioners Court, the Webb County Planning Department and Webb County's Designated Representative in compliance with 30 TAC, Chapter 285 and Webb County's On-Site Sewage Facility Order.

MATERIALS

Contractor shall provide all construction materials and shall meet the criteria set out by 30 TAC §285.30.

EXECUTION

1. All portions of the work shall conform to 30 TAC, Chapter 285 and Webb County's On-Site Sewage Facility Order . Where required to comply with codes or ordinances, the Contractor shall hire appropriate licensed professionals to perform portions of the work.
2. Contractor shall submit a complete application to the County's Designated Representative for review and approval.
3. Construction shall not begin without securing an Authorization to Construct by Webb County's Designated Representative.
4. The contractor shall request from the County's Designated Representative all necessary preliminary and final on-site inspections.
5. The County Designated Representative shall issue an OSSF License upon the contractor's compliant execution of the scope of work.