

STATE OF TEXAS §
§
COUNTY OF WEBB §

DEMOLITION AGREEMENT

This Agreement is made and entered into by and between **Webb County**, a political subdivision of the State of Texas, acting through its Commissioners Court, 1000 Houston Street, Laredo, Texas 78040 (herein “Webb County”), and **Midas Contractor, LLC**, a Texas Limited Liability Company, 203 Valladolid Avenue, Laredo, Texas 78046 (hereinafter “Contractor”). Each Party to this Agreement are individually referred to as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Webb County issued an Invitation to Bid (“ITB 2025-015”) seeking qualified contractors to demolish three (3) county-owned residential properties located on 918 and 920 Houston Street and clear demolished debris from said properties (“the Project”), which are also depicted on **Exhibit “A”**, which is attached to this Agreement and made part of this Agreement, for all intents and purposes; and

WHEREAS, Contractor represents that it is qualified and capable of providing the services required and identified within ITB 2025-015 which includes, complete demolition, removal and disposal of demolished buildings on properties identified in **Exhibit “A”**; and

WHEREAS, Webb County awarded ITB 2025-015 to Contractor to undertake the services identified in in ITB 2025-015.

NOW, THEREFORE, Webb County and Contractor, in consideration of their mutual promises and benefits, do mutually agree as follows:

Section 1. SCOPE OF WORK

Contractor agrees to furnish all labor, materials, tools, machinery, qualified supervision necessary for the complete demolition of three county owned buildings located on 918 and 920 Houston Street, Laredo, Texas (**Exhibit “A”**) and debris removal from said demolition. Contractor shall also provide for site grading and leveling regarding said properties once demolition is complete. Contractor shall be responsible for obtaining all necessary and general and special permits and pay any and all fees required by the City of Laredo to satisfactorily complete the work as specified and agreed to herein. All debris shall be properly disposed off at a landfill that is permitted and regulated by the Texas Commission on Environmental Quality (TCEQ) and Contractor is responsible for any permitting and fees to properly dispose of debris removed under this Agreement.

Section 2. COMPENSATION

For and in consideration of the materials provides and services rendered by Contractor under this Agreement, Webb County shall pay Contractor THIRTY-NINE THOUSAND NINE HUNDRED FIFTY DOLLARS (\$39,950.00). Said payment is intended to compensate Contractor for all time, materials, and expenses. Notwithstanding the above, the County shall have no obligation to pay for any work, services, or expenditures hereunder which have been rendered or incurred without prior authorization as described in Section 3. Furthermore, in no event will the County be obligated to compensate Contractor more than \$39,950.00 or shall Contractor be required to provide services, which would entitle Contractor to compensation in excess of \$39,950.00 such amount is subject to Section 7, "Limit of Appropriation."

Section 3. 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 **Guillermo Cuellar, P.E., Webb County Engineer**. Prior to the commencement of work under this Agreement; Contractor shall obtain authorization to commence work hereunder from the County Representative. Contractor shall provide competent, full-time supervision of the work at all times during the term of this Agreement.

Section 4. METHOD OF PAYMENT

Webb County shall compensate Contractor according to the following method: Except as hereinafter provided, payment for the Demolition Contract will be made in a lump sum after completion and acceptance of the contract work by Webb County. One progress payment may be requested when at least fifty percent (50%) of the contract work is completed. Five percent (5%) of the progress payment will be retained. This retainage will be held in escrow by Webb County for a maximum of thirty (30) days after satisfactory completion and acceptance of the Contract to guarantee the completion and acceptance, final payment shall be made in a lump sum or total agreed price less the progress payment, if made, by check issued by Webb County and made payable to the Contractor for the satisfactory completion of the work, described herein. Any payments are subject to satisfactory intermediate and final inspections by Webb County. Further, an applicable request for payment must be made to the Webb County Representative by the Contractor prior to each payment.

Section 5. TERM AND LIQUIDATED DAMAGES

This agreement is effective on the date of the last signatory to the Agreement. Contractor shall begin all demolition work once all insurance and payment bond are in place and shall complete all demolition work within forty-five (45) calendar days from the issuance of the "Notice to Proceed" as provided for under Section 3 of this Agreement, time being of the essence. It is further understood that if the contract is not completed by the foregoing completion date set out in the "Notice to Proceed", the Contractor shall be assessed liquidated damages of One Hundred Dollars (\$100.00) per day for each day the contract is not completed after said date. Webb County and Contractor agree liquidated damages as described in this Agreement are a genuine estimate of Webb County's sole remedy for such delay. Delays caused by Force Majeure events or by action of Webb County shall not constitute resulting in the payment of liquidated damages.

Section 9. INSURANCE

Prior to the beginning of any work hereunder, Contractor and any of its subcontractors 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 each occurrence each accident /\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

Commercial General Liability with limits of not less than \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), contractual and no XCU (Explosion, Collapse, Underground) exclusion. Coverage must be written on an occurrence form. Contractual liability must be maintained covering the Contractors obligations contained in the contract.

Umbrella Liability Insurance at a minimum combined single limit of \$5,000,000 per occurrence for bodily injury and property damage. The Umbrellas Liability Insurance shall be applicable to all required coverages except professional liability.

Errors & Omission coverage, Entity Professional Liability with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form.

With reference to the foregoing insurance requirements, 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, Automobile Liability, and Umbrella Liability.
2. To the extent available, 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. To the extent available, 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 thirty (30) days, by preferably 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 and non-contributory coverage regardless of the application of other insurance.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by Webb County.
8. Insurance must be purchased from insurers that are financially acceptable to the Webb County. A minimum A.M. Best rating of A-VIII is required.

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.
3. A copy of all required endorsements for each policy shall accompany the certificate of insurance.
4. As required insurance policies renew; an updated certificate of insurance shall be provided to Webb County immediately upon coverage renewal.

All contractors and subcontractors must currently meet minimum OSHA safety requirements as applicable to their operations.

Section 6. PAYMENT BOND

Contractor shall provide a payment bond and a material and labor Payment Bond in the penal amount of the contract price that being Thirty-Nine Thousand Nine Hundred Fifty Dollars (\$39,950.00). Bonds must be issued by companies authorized and admitted to do business in the State of Texas and rated A-VII or better by A.M. Best Company (Best's Key Rating Guide, current Edition, and as amended) and/or otherwise acceptable to the County. Contractor shall supply the required Payment bond to the County within Seven (7) days of execution of this Contract or not later than Ten (10) working days prior the date of the start of demolition work under this contract which shall be the "DEADLINE" for compliance herewith and which both parties have mutually agreed to as an "Express Condition Precedent" to this contract.

Section 7. LIMITATION OF APPROPRIATIONS

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 **\$39,950.00** 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.

Section 8. GENERAL CONDITIONS AND REQUIREMENTS

The following list of conditions and requirements are to be understood as being a general guide in the demolition of structures. It must be noted, however, that there are special requirements listed below in Section 9 of these specifications, which are in addition to these general requirements for demolition, and that it is the responsibility of Contractor to comply with all particular requirements.

- A. It is understood and agreed that Contractor will function and operate as an independent contractor. Any liability incurred by Contractor will accrue only to that party as an independent contractor and not to Webb County.
- B. No work under this Agreement shall be subcontracted by the Contractor without prior, written approval of Webb County. No subcontractor will be approved unless that subcontractor meets the same insurance requirements specified for and required of the Contractor.
- C. The demolition work specified herein shall be performed in a safe, satisfactory condition, starting with the roof and working down, with the safety and welfare of all people and property being of the highest priority.
- D. All materials, debris, and rubble from the demolition of the structure(s) specified herein will become the property of the Contractor. Salvage can only begin immediately prior to the beginning of demolition.
- E. Contractor will be held responsible for repair of broken or damaged water, gas, or any other type of lines, which occur during the course of the demolition work. The Contractor shall repair or replace, if necessary, to the Webb County's satisfaction, any damage to the work site, the adjacent areas, the access areas to the work site and to any elements within these areas that may have suffered damage as a result of the Contractor's or any of the subcontractor's operations. The Contractor shall leave these areas in a satisfactory and workmanlike condition.
- F. The Contractor shall haul off all debris and unsalvageable materials; and no debris or rubble which may pose a threat to public safety will be left on the site overnight. No such debris or material will be placed on a sidewalk or public right-of-way so that it poses a danger to any person.

- G. All demolition work must be carried out to the satisfaction of Webb County's representative's satisfaction.
- H. Webb County (without prejudice to any other right or remedy it may have) has the right to terminate the contract in the event of any default by the Contractor after giving the Contractor seven (7) days written notice. Such notice of termination shall be subsequent to default by the Contractor and after receiving written notice from Webb County certifying cause for such action. In addition to other events of default or grounds for termination identified in the contract, it shall be considered default by the Contractor whenever he/she shall:
1. Declare bankruptcy, become insolvent, or assign his/her assets for the benefit of his/her creditors.
 2. Violate or disregard provisions of the Contract or instruction from Webb County.
 3. Fail to prosecute the work according to the agreed Schedule of Completion, including amendments and/or modifications thereof.
 4. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or failure to make prompt payment therefor.
- I. If the Contract is terminated as provided above or as provided in the Contract, the Webb County will engage another contractor to complete the work. Payment for the completion of such work will come from funds obligated by the Webb County under its contract with the original Contractor.
- J. If performance by the Contractor is prevented or delayed as a direct result of acts of a public enemy, acts of the Webb County, fire, epidemic, or acts of God, such as floods, earthquakes, hurricanes, tornadoes and rain, an extension of one (1) working day of additional time will be allowed to the Contractor for each working day lost from such cause, provided the Contractor, within three (3) days after the beginning of such delay, gives written notice to Webb County.
- K. If for any reason, other than those specified under paragraph J above, the Contractor at any time fails for a period of five (5) consecutive working days to supply enough skilled workers or otherwise neglects to execute the work properly, Webb County after these five (5) days may give written notice to the Contractor terminating the contract.

Section 7. SPECIAL WORK REQUIREMENTS

The following particular work requirements and conditions apply specifically to the buildings or structures (see **Exhibit "A"**) which are located at 918 and 920 Houston Streets, Laredo, Webb County, Texas.

- A. Before any building or structure is demolished, its utilities shall be safely disconnected. The Contractor shall serve notice to all suppliers of utilities to the building to be demolished and have them disconnect the services and remove all meters and equipment belonging to them. Forty-eight (48) hours' written notice must be given Webb County for termination of their utilities. All piping and wiring shall be properly terminated. Any costs incurred in the termination of utilities and services shall be borne by the Contractor.
- B. Demolition and clean-up includes, but is not limited to, the removal of all lumber, doors, windows, wire, sheet metal, appliances, furniture, loose rock, brick, mortar, concrete, and the cleaning and removal of all rubbish, trash or other debris that would inhibit or prevent the mechanical mowing of said lot and premises.
- C. Fill, grade and level with clean fill dirt all depressions in the earth which exist beneath demolished building(s) or structure(s) and all ruts or other depressions created during the demolition work when the average depth of such depressions exceeds three (3) inches.
- D. Any trees and shrubs designated by Webb County will be cut down and removed from the premises.
- E. If applicable, the grass at the demolition site shall be mowed to a height not exceeding two (2) inches.
- F. All sewer lines exposed through demolition work must be cut off within two (2) inches of the surface to the ground or concrete slab and must be plugged with concrete in such a manner as to prevent ground water incursion into the City of Laredo's sanitary sewer system.
- G. All Demolition shall include Removal of Concrete Slabs, Porches, Steps, Etc. unless otherwise noted.
- H. Hazardous Materials

Materials defined by the Environmental Protection Agency to be hazardous to the environment or persons, shall be disposed of in accordance with all local, state and

federal government regulations and governing laws. This shall be the responsibility of the Contractor. The Contractor shall furnish written proof of such disposal.

Section 8. 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, 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 THE COUNTY FOR SATISFACTION OF ALL SUCH CLAIMS.

Section 9. ASSIGNMENT

Contractor shall not sell, assign, transfer or convey this Agreement. in whole or in part, without the prior written consent of Webb 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.

Section 10. TERMINATION

Webb County hereto may terminate this Agreement at any time, either with or without cause, by giving the other party at least seven (7) days advance written notice. As soon as practicable after termination. Contractor shall submit a statement showing in detail the services performed hereunder to the date of termination.

Section 11. 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:

Contractor:

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

Midas Contractor, LLC
Nelso Molina, Manager
2710 Zacatecas Street
Laredo, Texas 78046-8517

Copy to:

Guillermo Cuellar, P.E.
Webb County Engineer
1620 Santa Ursula, 2nd Floor
Laredo, Texas 78040

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

Section 12. ENTIRE AGREEMENT

This instrument contains the entire agreement between the Parties relating to the rights granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect. This Agreement shall be binding and effective only if and when it has been signed by both Parties.

Section 13. INCONSISTENCIES

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

Section 14 SEVERABILITY

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

Section 15. LAW OF TEXAS/VENUE

This Agreement shall be governed by and constructed in accordance with the law 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 Court of Webb County, Texas.

Section 16. ENTIRE AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the Parties or their agents shall be

valid or enforceable unless signed by both Parties and attached hereto and/or embodied herein.

Section 17. AMENDMENT

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

Section 18. 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.

Section 19. WAIVER

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other the other Party shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

Section 20. 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.

Section 21. 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.

Section 22. 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.

Section 23. Immunity

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

described herein.

Section 24. 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 cause the same to be executed in duplicate originals on the dates set forth below.

WEBB COUNTY:

CONTRACTOR:

Midas Contractor, LLC

Tano E. Tijerina
Webb County Judge

Nelso Molina, Manager

ATTEST:

Hon. Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Fortunato G. Paredes
Assistant General Counsel
Webb County Civil Legal Division

*The General Counsel, Civil Legal Division'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).

Exhibit A

AERIAL VIEW



Exhibit A

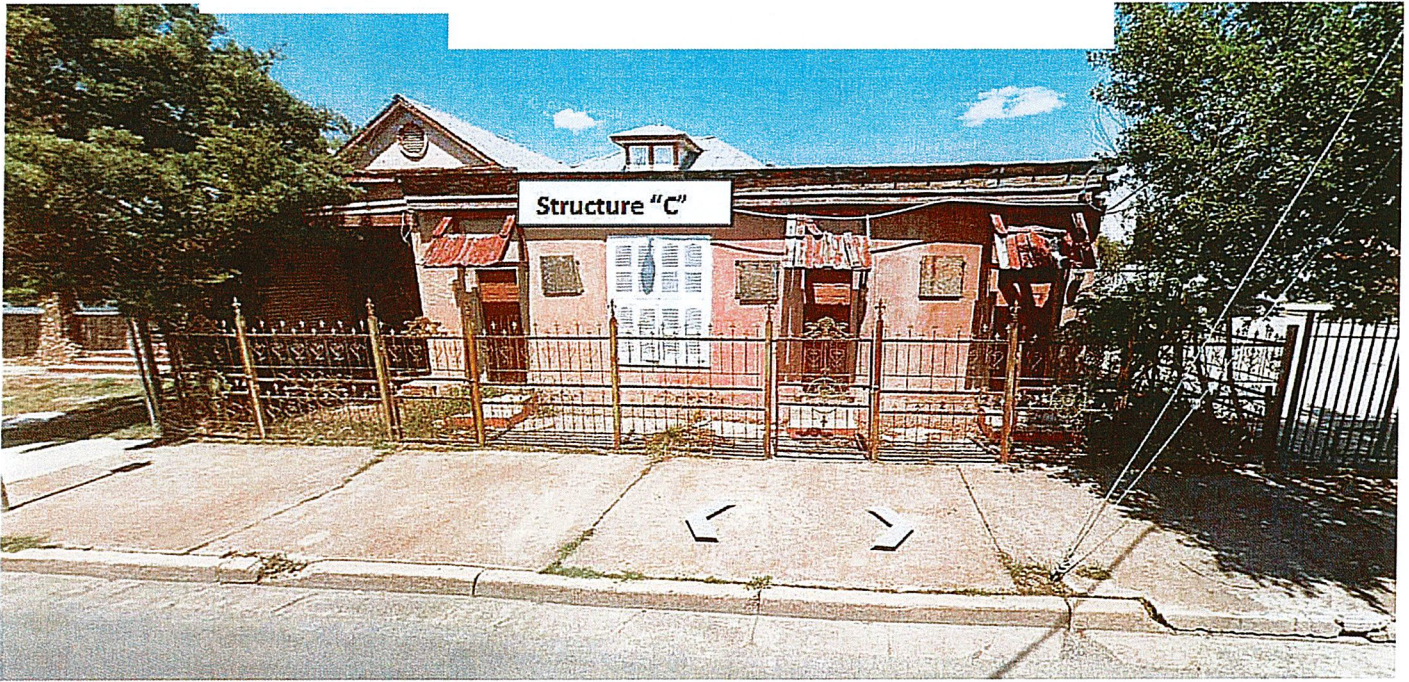
STRUCTURE "A" & "B"



920 HOUSTON STREET

Exhibit A

STRUCTURE "C"



918 HOUSTON STREET