

## PROFESSIONAL SERVICES AGREEMENT

AC Group, LLC (Consultant)  
Traffic Engineering Services

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered this 22nd day of July, 2024 (hereinafter, the "Effective Date"), by and between Webb County, a political subdivision of the State of Texas, acting through its Commissioners Court, and AC Group, LLC, a Texas For Profit Company, (hereinafter "Consultant"), 5828 San Sebastian Place, Suite 108, San Antonio, Texas 78249. For the purposes of this Agreement, Webb County and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to Webb County or Consultant interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained Webb County and Consultant agree as follow:

### **I. ENGAGEMENT TERMS**

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, Consultant agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). Consultant further agrees to furnish to Webb County all labor, materials, tools supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of three months beginning on the Effective Date and ending four months (120 days) after the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict Webb County's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
- A. Consultant shall perform the various services and task set for in the Scope of Services in accordance with the compensation fee which is set forth in **Exhibits "B & B-1"** (hereinafter, the "Approved Compensation").
- B. Section 1.3(A) notwithstanding, Consultant's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of Seventeen Thousand Seven Hundred Sixty-Two Dollars Fifty Cents (\$17,762.50).

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, Consultant shall submit to Webb County an itemized invoice indicating the services and tasks performed during the recently concluded calendar month. Within thirty (30) calendar days of receipt of each invoice, Webb County shall notify Consultant in writing of any disputed amounts included in the invoice. Within seven (7) calendar day of receipt of each invoice, Webb County shall pay all undisputed amounts included on the invoice. Webb County shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 1.5 ACCOUNTING RECORDS: Consultant shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. Webb County shall have the right to access and examine such records, without charge, during normal business hours. Webb County shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event Consultant ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, Consultant shall deliver to Webb County immediately and without delay, all materials, records and other work product prepared or obtained by Consultant in the performance of this Agreement. Furthermore, Consultant shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which Webb County may incur as a result of Consultant's cessation or abandonment.

## II. PERFORMANCE OF AGREEMENT

- 2.1 WEBB COUNTY'S REPRESENTATIVE: Webb County hereby designates the Director of the Engineering Department (hereinafter, the "Webb County's Representative") to act as its representatives for the performance of this Agreement. The Webb County's Representative or his designee shall act on behalf of Webb County for all purposes under this Agreement. Consultant shall not accept directions or orders from any

person other than Webb County's Representative or their designee.

2.2 CONSULTANT REPRESENTATIVE: Consultant hereby designates Mr. Rene Arredondo, P.E., PTOE, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. Consultant Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative shall constitute notice to Consultant.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: Consultant agrees to work closely with Webb County staff in the performance of the Work and this Agreement and shall be available to Webb County staff and Webb County Representative at all reasonable times. All work prepared by Consultant shall be subject to inspection and approval by Webb County Representative or his designee.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: Consultant represents, acknowledges and agrees to the following:

- A. Consultant shall perform all Work skillfully, competently and to the highest standards of Consultant's profession;
- B. Consultant shall perform all Work in a manner reasonably satisfactory to Webb County;
- C. Consultant shall comply with all applicable federal, state and local laws and regulations;
- D. Consultant understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of Consultant's employees and agents possess sufficient skill,

knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and

- F. All of Consultant's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to Webb County for copying and inspection.

The Parties acknowledge and agree that Consultant shall perform, at Consultant's own cost and expense and without any reimbursement from Webb County, any services necessary to correct any errors or omissions caused by Consultant's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Consultant's employees, agents, contractors, subcontractors and subconsultants. Such effort by Consultant to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the Webb County Representative in writing and in their sole and absolute discretion. The Parties acknowledge and agree that Webb County's acceptance of any work performed by Consultant or on Consultant's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that Webb County has relied upon the foregoing representations of Consultant, including but not limited to the representation that Consultant possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of Consultant's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of Consultant are material to Webb County's willingness to enter into this Agreement. Accordingly, Webb County has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by Consultant or on behalf of Consultant in the performance of this Agreement. In recognition of this interest, Consultant agrees that it shall not assign or transfer, either directly or indirectly or

by operation of law, this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of Webb County. In the absence of Webb County's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES: INDEPENDENT CONTRACTOR:

The Work shall be performed by Consultant or under Consultant's strict supervision. Consultant will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. Webb County retains Consultant on an independent contractor basis and not as an employee. Consultant reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with Consultant's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of Webb County's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of Consultant are not employees of Webb County and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the Webb County's Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the Webb County, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Consultant and shall not be re-assigned to perform any of the Work.

- 2.8 COMPLIANCE WITH LAWS: Consultant shall keep itself informed of and in

compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of Webb County. Consultant shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Consultant and all persons retained or employed by Consultant shall have no authority, express or implied, to bind Webb County in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, Webb County, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by Webb County in writing.

### III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, Consultant will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. Consultant shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: Consultant shall procure and maintain Commercial General Liability Insurance ("CGL Coverage"). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and

contractual liability.

- B. Automobile Liability Insurance: Consultant shall procure and maintain Automobile Liability Insurance. Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of Texas (Texas Statutory Limits) and which shall indemnify, insure and provide legal defense for both Consultant and Webb County against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Work contemplated in this Agreement. Employer's Liability Insurance shall be with limits of not less than \$1,000,000 each occurrence each accident; \$1,000,000.00 by disease each-occurrence; \$1,000,000 by disease aggregate.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of two(2) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming Webb County and Webb County's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of Texas and authorized to issue policies directly to Texas insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M.

Best's rating of no less than A:VII. Webb County may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide.

- 3.4 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by Consultant shall be primary to any coverage available to Webb County or Webb County's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self- insurance maintained by Webb County or Webb County's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant or Consultant's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against Webb County.
- 3.6 **VERIFICATION OF COVERAGE:** Consultant acknowledges, understands and agrees, that Webb County's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding Webb County's financial well-being and, indirectly, the collective well-being of the residents of the County. Accordingly, Consultant warrants, represents and agrees that it shall furnish Webb County with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to Webb County in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to Webb County.** All certificates of insurance and endorsements shall be received and approved by Webb County as a condition precedent to Consultant's commencement of any work or any of the Work. Upon Webb County's written request, Consultant shall also provide Webb County with certified copies of all required insurance policies and endorsements.

#### **IV. INDEMNIFICATION**

- 4.1 The Parties agree that Webb County and Webb County's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "Webb County

Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide Webb County Indemnitees with the fullest protection possible under the law. Consultant acknowledges that Webb County would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect Webb County as set forth herein.

- 4.2 TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND WEBB COUNTY INDEMNITEES FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE, EXPENSE, COST (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, EXPERT FEES AND ALL OTHER COSTS AND FEES OF LITIGATION) OF EVERY NATURE ARISING OUT OF OR IN CONNECTION WITH CONSULTANT'S PERFORMANCE OF WORK HEREUNDER OR ITS FAILURE TO COMPLY WITH ANY OF ITS OBLIGATIONS CONTAINED IN THIS AGREEMENT, EXCEPT SUCH LOSS OR DAMAGE WHICH IS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF WEBB COUNTY.**
- 4.3 Webb County shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due Webb County from Consultant as a result of Consultant's failure to pay Webb County promptly any indemnification arising under this Article and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of Consultant under this Article will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to Webb County and Webb County's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other

person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend Webb County and Webb County's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Webb County's choice.

- 4.6 Webb County does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by Webb County, or the deposit with Webb County, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the Webb County may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Webb County may terminate this Agreement at any time for convenience and without cause by giving Consultant a minimum of five (5) calendar days prior written notice of Webb County's intent to terminate this Agreement. Upon such termination for convenience, Consultant shall be compensated only for those services and tasks which have been performed by Consultant up to the effective date of the termination. Consultant may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, Webb County may require Consultant to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by Consultant in connection with

the performance of the Work. Consultant shall be required to provide such Documents and Data within fifteen (15) calendar days of Webb County's written request. No actual or asserted breach of this Agreement on the part of Webb County pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict Webb County's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. Consultant shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of Webb County's issuance of a Default Notice for any failure of Consultant to timely provide Webb County's or Webb County's employees or agents with any information and/or written reports, documentation or work product which Consultant is obligated to provide to Webb County or Webb County's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, Consultant may submit a written request for additional time to cure the Event of Default upon a showing that Consultant has commenced efforts to

cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, Webb County shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of Webb County's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, Consultant may submit a written request for additional time to cure the Event of Default upon a showing that Consultant has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, Webb County shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of Consultant to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of Consultant shall include, but shall not be limited to the following: (i) Consultant's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) Consultant's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) Consultant's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to Consultant, whether voluntary or involuntary; (v) Consultant's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) Webb County's discovery that a statement representation or warranty by Consultant relating to this Agreement is false, misleading or erroneous in any material respect.

- C. Webb County shall cure any Event of Default asserted by Consultant within twenty (20) calendar days of Consultant's issuance of a Default Notice, unless

the Event of Default cannot reasonably be cured within the 20-day cure period. Prior to the expiration of the 20-day cure period, Webb County may submit a written request for additional time to cure the Event of Default upon a showing that Webb County has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 20-day cure period. The foregoing notwithstanding, an Event of Default dealing with Webb County's failure to timely pay any undisputed sums to Consultant as provided under Section 1.4, above, shall be cured by Webb County within five (5) calendar days from the date of Consultant's Default Notice to Webb County.

- D. Webb County, in its sole and absolute discretion, may also immediately suspend Consultant's performance under this Agreement pending Consultant's cure of any Event of Default by giving Consultant written notice of Webb County's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). Webb County may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Consultant shall be compensated only for those services and tasks which have been rendered by Consultant to the reasonable satisfaction of Webb County up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of Webb County shall operate to prohibit or otherwise restrict Webb County's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to Webb County at law or under this Agreement in the event of any breach of this Agreement, Webb County, in its sole and absolute discretion, may also pursue any one or more

of the following remedies:

- i. Upon written notice to Consultant, Webb County may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to Consultant, the Webb County may extend the time of performance;
- iii. Webb County may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Consultant's breach of the Agreement or to terminate the Agreement; or
- iv. Webb County may exercise any other available and lawful right or remedy.

Consultant shall be liable for all legal fees plus other costs and expenses that Webb County incurs upon a breach of this Agreement or in the Webb County's exercise of its remedies under this Agreement.

- G. In the event Webb County is in breach of this Agreement, Consultant's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Consultant under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

**VI. MISCELLANEOUS PROVISIONS**

- 6.1 DOCUMENTS & DATA: LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of Webb County without restriction or limitation upon their use or dissemination by Webb County. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of Consultant in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to Webb County, a perpetual license for Webb County to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. Consultant shall require all subcontractors and subconsultants working on behalf of Consultant in the performance of this Agreement to agree in writing that Webb County shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by Webb County. Webb County shall grant such consent if disclosure is legally required. Upon request, all Webb County data shall be returned to Webb County upon the termination or expiration of this Agreement. Consultant shall not use Webb County's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Webb County.
- 6.3 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**Webb County:**

**Consultant:**

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

Mr. Rene Arredondo, P.E., PTOE  
AC Group LLC  
5828 Sebastian Place  
San Antonio, Texas 78249

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

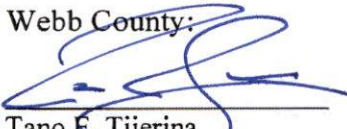
- 6.4 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.5 SUBCONTRACTING; CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of Webb County. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.6 WEBB COUNTY'S RIGHT TO EMPLOY OTHER CONSULTANTS: Webb County reserves the right to employ other contractors in connection with the various projects worked upon by Consultant.
- 6.7 PROHIBITED INTERESTS: Consultant warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Webb County shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Webb County, during the term of his or her service with Webb County, shall have any direct interest in this Agreement, or obtain any present or

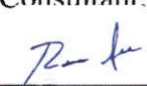
anticipated material benefit arising therefrom.

- 6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of Texas. In the event of litigation between the Parties, venue, without exception, shall be in the State Courts of Webb County Texas.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to Webb County approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

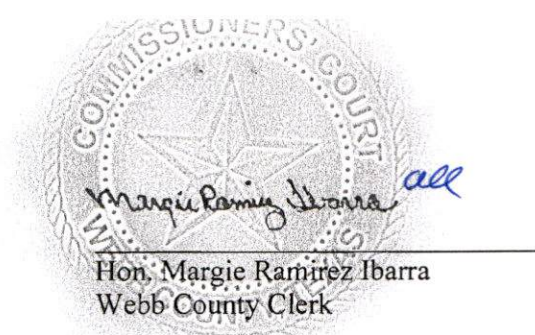
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between Webb County and Consultant prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all two counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to Consultant and the remaining original counterparts shall be retained by Webb County.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

Webb County:  
  
Tano E. Tijerina  
Webb County Judge

Consultant:  
  
Rene Arredondo, P.E.,  
PTOE AC Group, LLC

ATTEST:



Hon. Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

A large, stylized handwritten signature in blue ink, which appears to read "Fortunato G. Paredes", is written over the "APPROVED AS TO FORM:" text.

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”**

### **Scope of Services**

AC Group, LLC (“Consultant”)  
Road Way Speed Study  
City of Oilton & Colonia Los Altos

#### **GENERAL INFORMATION**

Webb County is contracting with AC Group, LLC to provide Traffic Engineering Services limited to the following:

##### **1. Traffic Safety Studies**

Consultant shall perform services that includes traffic counts, speed hump warrants analysis for possible speed hump installation, speed limits controls, These services will be done for the following county areas: (1) City of Oilton, Texas involving the following roads and avenues: Macklin Avenue, Garcia Street, Jim Neal Avenue, and Welhausen Road and (2) Colonia Los Altos involving the following roads: Los Altos Drive (between entrance road and State Highway 359, Los Altos Drive (between Enlace Road and Estrella Drive, and Arco Iris Road (between Enlace Road and Estrella Drive).

##### **2. Traffic Survey Report**

Consultant will review and prepare the Engineering and Traffic Survey Report studies (“Traffic Calming Assessment”) in order to analyze data and recommend speed limit changes and safety related improvements.

# EXHIBIT "B"

| <div>  <div> <div>PROPOSAL</div> <div>Att: Guillermo B. Cuellar, P.E.</div> <div>June 17, 2024</div> </div> </div> |         | Webb County Traffic Data Collection - City of Oilton, TX |         |                      |              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------------------------------------------------------|---------|----------------------|--------------|
| LOCATION                                                                                                                                                                                              |         | miles                                                    | hours   | SPEED - per 24 hours | Cost         |
| Speed Counts                                                                                                                                                                                          |         | \$0.67                                                   | \$30.00 | \$225.00             |              |
| Madrin Avenue                                                                                                                                                                                         | WEEKDAY |                                                          |         | 2                    | \$ 450.00    |
|                                                                                                                                                                                                       | WEEKEND |                                                          |         | 2                    | \$ 450.00    |
| Garcia Street                                                                                                                                                                                         | WEEKDAY |                                                          |         | 2                    | \$ 450.00    |
|                                                                                                                                                                                                       | WEEKEND |                                                          |         | 2                    | \$ 450.00    |
| Jim Neal Avenue                                                                                                                                                                                       | WEEKDAY |                                                          |         | 2                    | \$ 450.00    |
|                                                                                                                                                                                                       | WEEKEND |                                                          |         | 2                    | \$ 450.00    |
| Wellhausen Road                                                                                                                                                                                       | WEEKDAY |                                                          |         | 2                    | \$ 450.00    |
|                                                                                                                                                                                                       | WEEKEND |                                                          |         | 2                    | \$ 450.00    |
| Traffic Surveyor (2-man crew)                                                                                                                                                                         |         |                                                          |         |                      |              |
| Mileage @ .67/mile                                                                                                                                                                                    |         | 750                                                      | 32      |                      | \$ 960.00    |
| Traffic Calming Assessment (Technical Memorandum)                                                                                                                                                     |         |                                                          |         |                      | \$ 502.50    |
|                                                                                                                                                                                                       |         |                                                          |         |                      | \$ 5,000.00  |
|                                                                                                                                                                                                       |         |                                                          |         | TOTAL                | \$ 10,062.50 |

24-Hour Bi-Directional Speed Survey  
Roundtrip mileage from San Antonio to Oilton is 378 miles

# EXHIBIT "B-1"

| <div>  <div> <b>PROPOSAL</b><br/>           Att: Guillermo B. Cuellar, P.E.<br/>           June 17, 2024         </div> </div> |         | Webb County Traffic Data Collection - Los Altos Dr & Arcos Iris Rd |              |                      |                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------------------------------------------------------------------|--------------|----------------------|-----------------|
| LOCATION                                                                                                                                                                                                          |         | miles                                                              | hours        | SPEED - per 24 hours | Cost            |
| Speed Counts                                                                                                                                                                                                      |         | \$0.67                                                             | \$30.00      | \$225.00             |                 |
| Los Altos Dr (between Enlace Rd and SH 359)                                                                                                                                                                       | WEEKDAY | (SCHOOL NOT IN SESSION)                                            | 2            | \$                   | 450.00          |
|                                                                                                                                                                                                                   | WEEKEND | (SCHOOL NOT IN SESSION)                                            | 2            | \$                   | 450.00          |
| Los Altos Dr (between Enlace Rd and Estrella Dr)                                                                                                                                                                  | WEEKDAY | (SCHOOL NOT IN SESSION)                                            | 2            | \$                   | 450.00          |
|                                                                                                                                                                                                                   | WEEKEND | (SCHOOL NOT IN SESSION)                                            | 2            | \$                   | 450.00          |
| Arcos Iris Rd (between Enlace Rd and Estrella Dr)                                                                                                                                                                 | WEEKDAY | (SCHOOL NOT IN SESSION)                                            | 2            | \$                   | 450.00          |
|                                                                                                                                                                                                                   | WEEKEND | (SCHOOL NOT IN SESSION)                                            | 2            | \$                   | 450.00          |
|                                                                                                                                                                                                                   |         |                                                                    |              | \$                   | -               |
|                                                                                                                                                                                                                   |         |                                                                    |              | \$                   | -               |
| Traffic Surveyor (2-man crew)                                                                                                                                                                                     |         |                                                                    | *            | \$                   | -               |
| Mileage @ .67/mile                                                                                                                                                                                                |         |                                                                    | *            | \$                   | -               |
| Traffic Calming Assessment (Technical Memorandum)                                                                                                                                                                 |         |                                                                    |              | \$                   | 5,000.00        |
|                                                                                                                                                                                                                   |         |                                                                    | <b>TOTAL</b> | \$                   | <b>7,700.00</b> |

24-Hour Bi-Directional Speed Survey  
 Roundtrip mileage from San Antonio to Ollon is 375 miles  
 \* Traffic surveyor hours and mileage accounted for on Ollon, TX Proposal