

TOLLING AGREEMENT

This Tolling Agreement (“**Agreement**”) is made as of December 1, 2023, (the “**Effective Date**”) by and between Brazos County, TX (“the County”), Collier Construction, LLC (“Collier”), TreanorHL, P.A. (“Treanor”) and Campos Engineering, Inc. (“Campos”).

WHEREAS, the County contracted with Treanor to design the Brazos County Juvenile Justice Center (the “**Project**”); and

WHEREAS, Collier was the general contractor for the **Project**; and

WHEREAS, after substantial completion of the construction, certain issues have arisen and have been brought to the attention of Treanor, Campos and Collier relating to the design and construction of the Project; and

WHEREAS, on July 21, 2023, the County sent Collier and Treanor a formal notice indicating that the County contracted with TreanorHL, P.A. (Treanor) and Collier Construction, LLC (Collier) for the design and construction of the Juvenile Justice Center and that the County is experiencing ongoing issues including with the mechanical, electrical and plumbing (MEP) systems for the Center. (hereinafter referred to as the “**Design and Construction Issues**”); and

WHEREAS, Treanor, Campos and Collier have each previously performed and have agreed to continue performing work at the **Project** to address the **Design and Construction Issues** and are currently engaged in such work; and

WHEREAS, the County may have a claim and/or claims against one or more of the other parties to this **Agreement** regarding the various **Design And Construction Issues** at the **Project**; and

WHEREAS, Collier, Treanor and Campos may have a claim and/or claims against one or more of the other parties to this **Agreement** regarding the various **Design And Construction Issues** at the **Project**; and

WHEREAS, the County, Treanor, Campos and Collier have agreed to temporarily toll the date by which any party hereto may file suit against or assert any counterclaim or crossclaim or defense against any other party hereto;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and valuable consideration, the parties hereto do hereby covenant and agree as follows:

TOLLING AGREEMENT

1. As used herein, the following terms shall have the following meanings:
 - a. “Claims” shall mean any and all claims and causes of action, known or unknown, which are not barred by any statute of limitation or timing defense on the Effective Date of this Agreement, related to, or that in any way arising out of, in whole or in part, the **Design and Construction Issues**.

b. "Tolling Period" shall mean the period from and including the Effective Date of this Agreement until and including the Expiration Date (as hereinafter defined).

c. "Expiration Date" shall mean December 1, 2024.

d. "Contemplated Claims" shall mean any litigation or other proceedings commenced in which any party asserts claims against any other party arising out of or related to any **Design and Construction Issues**.

2. The parties hereby waive, covenant and agree not to assert against each other any Contemplated Claims and any statute of limitation or timing defense from the Effective Date of this Agreement through the Expiration Date. The parties further stipulate, covenant, and agree that the running of any statute of limitations, laches period, or any similar or other period of time in any way related to any statute of limitation, repose, or timing defense for claims which are not barred by any statute of limitation or timing defense on the Effective Date of this Agreement, shall be suspended and shall not run during the Tolling Period. Any Contemplated Claims filed by any party within thirty (30) days after termination or expiration as provided herein shall be deemed timely filed for claims which are not barred by any statute of limitation or timing defense on the Effective Date of this Agreement.

4. The parties may renew this Tolling Period by agreement as hereinafter provided. In the event that the parties agree to renew this Agreement, such agreement must be evidenced by a signed written notice of renewal to each party.

5. Written notice to Brazos County, Texas shall be given by a mail, courier, or telecopy confirmed by mail, to:

Brazos County, Texas
Trevor Lansdown
200 South Texas Avenue, Suite 352
Bryan, TX 77803
Phone: 979-361-4586

Written notice to TreanorHL, P.A. shall be given by mail, courier, or telecopy confirmed by mail to:

TreanorHL
Andrew Pitts, Principal
1811 Baltimore Avenue
Kansas City, MO 64108
Phone: 816-221-0900

Written notice to Campos shall be given by mail, courier, or telecopy confirmed by mail to:

Campos Engineering, Inc.
Tony Casagrande
1331 River Bend Road
Dallas, TX
Phone: 214-696-6291

Written notice to Collier Construction, LLC shall be given by mail, courier, or telecopy confirmed by mail to:

Collier Construction, LLC
Matt Collier
1601 Hwy 290 West
Brenham, TX 77833
Phone: 979-836-4477

6. Any party to this Agreement may change the address to which the above-described notice shall be sent by providing written notice sent by mail, courier, or telecopy confirmed by mail to all the above parties. The new address shall become effective ten (10) days after the date the written notice was delivered if sent via courier or the date the written notice is post-marked if sent via mail.

7. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their successors and assigns, and with respect to individuals, their personal representatives, heirs, legatees, and beneficiaries.

8. This Agreement contains the full and complete agreement of the parties hereto concerning the subject matter hereof, and it may not be altered or amended except in writing, executed by the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but also which together will constitute one and the same instrument.

9. The parties stipulate, agree and warrant: (i) that the terms, extent, and duration of the Agreement are reasonable, (ii) that they will not challenge or contest in any way the capacity or the authority of any party hereto to make the agreements, covenants, waivers, stipulations, and warranties herein set forth, and (iii) that the person executing the Agreement on their behalf has the necessary and appropriate authority and capacity to execute this Agreement and to make this Agreement fully binding upon and enforceable against the party for whom the person signs.

10. The parties hereto agree that this Agreement may not be modified, altered or changed except by a written agreement signed by the parties hereto. The parties acknowledge that this constitutes the entire agreement between them, superseding all prior written and oral agreements. If any provision of this Agreement is held to be invalid, the remaining provisions shall not be affected.

11. The parties acknowledge that they have carefully read this Agreement and understand all of its terms including the full and final release of claims set forth above. The parties further acknowledge that the individuals executing this Agreement are authorized and competent to bind the parties to the agreement, that they have voluntarily entered into this agreement, and that they have not relied upon any representation or statement, written or oral, not set forth in this Agreement.

12. This Agreement is performable and enforceable in Brazos County, Texas, and shall be governed by the laws of the State of Texas. If any action is brought by any party hereto

against any other party hereto, the prevailing party shall recover all of its attorney's fees and costs from the non-prevailing party.

13. This Agreement is binding upon the signatories to this Agreement, including, but not limited to, their successors and assigns. Execution by all the parties listed below is not required for this Agreement to be binding upon any single signatory. Signatories to this Agreement shall become bound on the date of their signature below.

14. Additionally, this Agreement is executed by the parties for settlement purposes only, is not an admission of liability by any party herein, and, pursuant to Texas Rule of Evidence 408, shall not be admissible in any lawsuit, trial or proceeding in any lawsuit, except for the limited purpose of memorializing the Tolling Period set forth herein, and shall not be inferred to create a contractual relationship relating to the design or construction of the Project when no such relationship previously existed.

IN WITNESS WHEREOF, the parties hereto evidence their agreement by their signature.

SIGNATURES ON FOLLOWING PAGE

Date: _____

Brazos County, Texas


By: _____

Honorable Duane Peters
County Judge of Brazos County, Texas
200 South Texas Avenue, Suite 332
Bryan, TX 77803

Date: 1.16.24

TreanorHL

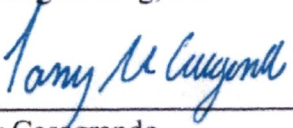
By: _____


Andrew Pitts, Principal
1811 Baltimore Avenue
Kansas City, MO 64108

Date: 1/16/24

Campos Engineering, Inc


By: _____


Tony Casagrande
1331 River Bend Road
Dallas, TX

Date: 1-17-24

Collier Construction, LLC

By: _____


Matt Collier
1601 Hwy 290 West
Brenham, TX 77833