

**AGREEMENT BETWEEN COUNTY AND PLAN NORTH ARCHITECTURAL CO.**

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

THIS AGREEMENT is made on the 17th day of MAY, 2023,

Between the COUNTY: BRAZOS COUNTY, TEXAS  
c/o Brazos County Commissioners' Court  
Attention: County Judge  
200 South Texas Ave., Ste. 332  
Bryan, Texas 77803

and the PLAN NORTH ARCHITECTURAL CO. (Architect): 107 S. Baylor Street  
Brenham, TX 77833

for the following PROJECT:

Brazos County to contract with an architectural firm to complete the design after the feasibility study with Architect for remodel of select areas of the Brazos County Administration Building, currently located at 200 S. Texas Ave., Bryan, Texas, in areas mentioned below:

Sanctuary area, creating training areas, for multiple spaces of different sizes to accommodate various group sizes with multi-levels for future build out.

North Wing, creating new office space for the Human Resources Department, including offices, reception/entry waiting area, conference/training room.

Elevator, adding an elevator to the atrium in already structural built space for additional support to the second and third floors.

The COUNTY and (Architect) agree as set forth below.

**ARTICLE I**  
**(Architect) RESPONSIBILITY**

**1.1 (ARCHITECT)'S SERVICE**

1.1.1 The (ARCHITECT)'S services consist of those services performed by the (ARCHITECT), (ARCHITECT)'S employees and the (ARCHITECT)'S consultants as enumerated in Articles 2 and 3 of this Agreement.

1.1.2 The (ARCHITECT)'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The (ARCHITECT) shall submit for the COUNTY'S approval, a schedule for the performance of the (ARCHITECT)'S services which may be adjusted as the Project proceeds and shall include allowances for periods of time required for the COUNTY'S review and for approval of submissions by authorities having jurisdiction over the Project. Time limits

established by this schedule approved by the COUNTY shall not, except for reasonable cause, be exceeded by the (ARCHITECT) or the COUNTY.

**ARTICLE II**  
**SCOPE OF (ARCHITECT)'S BASIC SERVICES**

2.1 DEFINITION

- 2.1.1 The (ARCHITECT)'S Basic Services consist of those described in attached Exhibit "A" Feasibility Study of 2<sup>nd</sup> Floor North Wing Alterations and Feasibility Study of Sanctuary Alterations and incorporated by reference hereto – SCOPE OF BASIC SERVICES TO BE PROVIDED BY PLAN NORTH ARCHITECTURAL CO., TO BRAZOS COUNTY.

**ARTICLE III**  
**ADDITIONAL SERVICES**

3.1 GENERAL

- 3.1.1 The services described in attached Exhibit "1" as Additional Services are not included in the Basic Services. It is expressly understood and agreed that (ARCHITECT) shall not furnish any of the additional services without the prior written authorization of the COUNTY or the COUNTY'S designee. The COUNTY shall have no obligation to pay for such additional services, which have been performed without the prior written authorization of the COUNTY as herein above provided.
- 3.1.2.1 Services which could possibly be required, but at the time of this Agreement were yet to be determined and which are not included in the Basic Services or Additional Services as identified and described in EXHIBIT "1", shall be considered Contingent Additional Services. A list of possible Contingent Additional Services that could be needed as the Project proceeds is included at the end of Exhibit "1".
- 3.1.2.2 It is expressly understood and agreed that the (ARCHITECT) shall not furnish any of the Contingent Additional Services without the prior written authorization of the COUNTY or the COUNTY'S designee. The COUNTY shall have no obligation to pay for such Contingent Additional Services, which have been performed without the prior written authorization of the COUNTY as herein above provided.

**ARTICLE IV**  
**COUNTY'S RESPONSIBILITY**

- 4.1 The COUNTY shall provide full information regarding requirements for the Project, including a program, which shall set forth the COUNTY's objective, schedules, constraints and criteria.
- 4.2 The COUNTY shall establish and update an overall budget for the Project, including the Construction Cost, the COUNTY'S other costs and reasonable contingencies related to all of these costs.
- 4.3 The COUNTY shall designate a representative authorized to act on the COUNTY'S behalf with respect to the Project. The COUNTY, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the (ARCHITECT) in order to avoid unreasonable delay in the orderly and sequential progress of the (ARCHITECT)'S service.

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- 4.4 The COUNTY shall give prompt written notice to the (ARCHITECT) if the COUNTY becomes aware of any fault or defect in the Project or non-conformance with the contract documents. Any delay by the COUNTY in providing said notice shall not constitute a waiver, a bar or act to estop the COUNTY from exercising any of its rights under this contract.
- 4.5 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the (ARCHITECT), obtain advice of an attorney, insurance counselor and other consultants as the COUNTY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the (ARCHITECT).
- 4.6 The proposed language of certificates or certifications requested of the (ARCHITECT) or the (ARCHITECT)'S consultants shall be submitted to the (ARCHITECT) for review and approval at least 14 days prior to execution. The COUNTY shall not request certifications that would require knowledge or services beyond the scope of this Agreement.
- 4.7 The COUNTY shall also provide those specific items identified in the attached Exhibit 1 incorporated by reference hereto – ITEMS TO BE PROVIDED BY THE COUNTY TO THE (ARCHITECT).

## ARTICLE V PROJECT COST

### 5.1 DEFINITION

- 5.1.1 The Project Cost shall be the total cost or estimated cost to the COUNTY of all elements of the Project designed or specified by the (ARCHITECT).
- 5.1.2 The Project Cost shall include the cost at current market rates of labor and materials furnished by the COUNTY and equipment designed, specified, selected or specially provided by the (ARCHITECT), plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.
- 5.1.3 Project Cost does not include the compensation of the (ARCHITECT) and the (ARCHITECT)'S consultants, financing or other costs which are the responsibility of the COUNTY.

### 5.2 RESPONSIBILITY FOR PROJECT COSTS

- 5.2.1 Evaluations of the COUNTY'S Project budget, preliminary estimates of Project Cost and detailed estimates of Project Cost, if any, prepared by the (ARCHITECT), represent the (ARCHITECT)'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the (ARCHITECT) nor the COUNTY has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the (ARCHITECT) cannot and does not warrant or represent that bids or negotiated prices will not vary from the COUNTY'S Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the (ARCHITECT).

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**ARTICLE VI**  
**USE OF (ARCHITECT)'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

- 6.1 The COUNTY shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the (ARCHITECT) with the same force and effect as if the COUNTY prepared same. Copies of complete or partially completed mylar reproducible, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement shall be delivered to the COUNTY when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The (ARCHITECT) may retain one set of reproducible copies of the documents and these copies shall be for the (ARCHITECT)'S sole use in preparation of studies or reports for the COUNTY. The (ARCHITECT) is expressly prohibited from selling, licensing, or otherwise marketing or donating these documents, or using the documents in preparation of other work for any other client, without the prior express written permission of the COUNTY.
- 6.2 All documents including reports, drawings and specifications prepared by the (ARCHITECT) pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the COUNTY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the (ARCHITECT) for the specific purposes intended will be at the COUNTY'S sole risk and without liability or legal exposure to the (ARCHITECT). Any such verification or adaptation will entitle the (ARCHITECT) to further compensation at rates to be agreed upon by the COUNTY and the (ARCHITECT).
- 6.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the (ARCHITECT)'S reserved rights.

**ARTICLE VII**  
**TERMINATION, SUSPENSION OR ABANDONMENT**

- 7.1 This Agreement may be terminated by either party upon not less than fourteen (14) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 7.2 If the COUNTY suspends the Project for more than thirty (30) consecutive days, the (ARCHITECT) shall be compensated for services performed prior to notice of such suspension.
- 7.3 This Agreement may be terminated by the COUNTY upon not less than fourteen (14) days written notice to the (ARCHITECT) in the event that the Project is permanently abandoned. If the COUNTY abandons the Project for more than ninety (90) consecutive days, the (ARCHITECT) may terminate this Agreement by giving written notice.
- 7.4 If the COUNTY fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the (ARCHITECT) may,

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after giving seven (7) days written notice to the COUNTY, suspend services under this Agreement.

7.5 Failure of the COUNTY to make payments to the (ARCHITECT) in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

7.6 If the COUNTY fails to make payment when due to the (ARCHITECT) for services and expenses, the (ARCHITECT) may, upon seven (7) days written notice to the COUNTY, suspend performance of services under this Agreement. Unless the (ARCHITECT) receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the (ARCHITECT) shall have no liability to the COUNTY for delay or damage caused by the COUNTY because of suspension of services.

7.7 In the event of termination that is not the fault of the (ARCHITECT), the (ARCHITECT) shall be compensated for services performed prior to termination, together with Reimbursable Expenses, if any, then due.

#### 7.8 TERMINATION BY THE OWNER FOR CAUSE

7.8.1 The Owner may terminate the Contract if the (ARCHITECT):

7.8.1.1 persistently or repeatedly refuses or fails to adhere to the schedule approved by Brazos County;

7.8.1.2 fails to make prompt payment to Subcontractors in accordance with the respective agreement between the (ARCHITECT) and the Subcontractors;

7.8.1.3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or;

7.8.1.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

7.8.2 When any of the above reasons exist and the Owner believes that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the (ARCHITECT) seven (7) days written notice, terminate employment of the (ARCHITECT) and may, subject to any prior rights of the surety:

7.8.2.1 take possession of any and all drawings, notes, plans, specifications, or other documents produced for this contract by the (ARCHITECT);

7.8.2.2 accept assignment of subcontracts pursuant to this contract; and

7.8.2.3 finish the Work by whatever reasonable method the Owner may deem expedient.

7.8.3 When the Owner terminates the Contract for one of these reasons stated, the (ARCHITECT) shall not be entitled to receive further payment until the Work is finished.

7.8.4 If the unpaid balance of the Contract Sum exceeds cost of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, such excess shall be paid to the (ARCHITECT). If such costs exceed the unpaid balance, the (ARCHITECT) shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

#### 7.9 SUSPENSION BY OWNER FOR CONVENIENCE

7.9.1 The Owner may, without cause, order the (ARCHITECT) in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

7.9.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption as described in this contract. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- 7.9.2.1 that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the (ARCHITECT) is responsible; or
- 7.9.2.2 that an equitable adjustment is made or denied under another provision of the Contract.

7.10 TERMINATION BY THE OWNER FOR CONVENIENCE

- 7.10.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- 7.10.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the (ARCHITECT) shall:
  - 7.10.2.1 cease operations as directed by the Owner in the notice;
  - 7.10.2.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
  - 7.10.2.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders, and enter into no further subcontracts and purchase orders.
- 7.10.3 In case of such termination for the Owner's convenience, the (ARCHITECT) shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE VIII**  
**MISCELLANEOUS PROVISIONS**

- 8.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the COUNTY. Venue for any dispute or disagreement regarding the terms of this Agreement shall be in Brazos County, Texas.
- 8.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of Construction Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion of Construction.
- 8.3 The COUNTY and the (ARCHITECT), respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representative of such other party with respect to all covenants of this Agreement. Neither the COUNTY nor the (ARCHITECT) shall assign this Agreement without the express written consent of the other party.
- 8.4 This Agreement represents the entire integrated agreement between the COUNTY and the (ARCHITECT) and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the COUNTY and the (ARCHITECT).
- 8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the (ARCHITECT).
- 8.7 The (ARCHITECT) shall have the right to include representations of the design of the Project, including photographs, among the (ARCHITECT)'S promotional professional

materials. The (ARCHITECT)'S materials shall not include the COUNTY'S confidential or proprietary information, if the COUNTY has previously advised the (ARCHITECT) in writing of the specific information considered by the COUNTY to be confidential or proprietary.

- 8.8 COMPLIANCE AND STANDARDS. The (ARCHITECT) agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the (ARCHITECT) profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and the (ARCHITECT)'S performance.
- 8.9 INDEMNIFICATION: (ARCHITECT) shall save and hold harmless the COUNTY from and against any and all claims and liability due to activities of the (ARCHITECT), its agents or employees, performed under this Agreement and which result from any negligent act, error, or omission of the (ARCHITECT), or of any person employed by the (ARCHITECT). The (ARCHITECT) shall also save harmless the COUNTY from and against any and all expenses, including attorney's fees which might be incurred by the COUNTY in litigation, or otherwise, resisting said claims or liabilities which might be imposed on the COUNTY as the result of such activities by the (ARCHITECT), its agents or employees.
- 8.10 LIQUIDATED DAMAGES: It is acknowledged that the (ARCHITECT)'s failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the COUNTY to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the COUNTY of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the (ARCHITECT) agrees that liquidated damages may be assessed and recovered by the COUNTY as against (ARCHITECT) and its Surety, in the event of delayed completion and without the COUNTY being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore (ARCHITECT) shall be liable to the COUNTY for payment of liquidated damages in the amount of one-hundred dollars (\$100.00) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and (ARCHITECT) shall pay them to COUNTY without limiting COUNTY's right to terminate this agreement for default as provided elsewhere herein.

**ARTICLE IX**  
**PAYMENTS TO THE (ARCHITECT)**

- 9.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES
- 9.1.1 Upon approval by the COUNTY, or the COUNTY'S designee, payment for Basic Services shall be made monthly and shall be in proportion to services performed that month within each phase of service.
- 9.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES
- 9.2.1 Upon approval by the COUNTY or the COUNTY'S designee of the (ARCHITECT)'S statement of services rendered, or expenses incurred, payment on account of the

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(ARCHITECT)'S Additional Services and for Reimbursable Expenses shall be made monthly.

9.3 PAYMENTS WITHHELD

9.3.1 No deductions shall be made from the (ARCHITECT)'S compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those for which the (ARCHITECT) has been found to be liable.

9.4 (ARCHITECT)'S ACCOUNTING RECORDS

9.4.1 Records of Reimbursable Expenses pertaining to Additional Services and services performed on an hourly basis shall be available to the COUNTY or the COUNTY'S authorized representative at mutually convenient times.

9.5 LIMIT OF APROPRIATION

9.5.1 Prior to the execution of this Agreement, the (ARCHITECT) has been advised by the COUNTY and the (ARCHITECT) fully understand and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the total maximum compensation that (ARCHITECT) may become entitled to hereunder, and the total maximum sum that the COUNTY shall become liable to pay to the (ARCHITECT) hereunder, shall not, under any conditions, circumstances or interpretations hereof, exceed the sum certified as available by the County Auditor in the Auditor's Certificate attached hereto.

**ARTICLE X**  
**BASIS OF COMPENSATION**

The COUNTY shall compensate the (ARCHITECT) from funds obtained through current revenue of Brazos County as follows:

10.1 BASIC COMPENSATION

10.1.1 For Basic Services, as described in Article 2, Basic Compensation shall be computed as follows (In accordance with the attached Exhibit "1" incorporated by reference hereto, SCHEDULE OF FEES.):

10.2 COMPENSATION FOR ADDITIONAL SERVICES

10.2.1 For Additional Services of the (ARCHITECT), as described in Article 3, compensation shall be computed as follows (In accordance with the attached Exhibit "1" incorporated by reference hereto, SCHEDULE OF FEES.):

10.3 COMPENSATION FOR CONTINGENT ADDITIONAL SERVICES

10.3.1 For Contingent Additional Services of the (ARCHITECT), as described in Article 3, compensation shall be computed as follows: (In accordance with the attached Exhibit "1" incorporated by reference hereto, SCHEDULE OF FEES.):

10.3.2 Payments shall be made by the COUNTY in accordance with Texas Government Code Chapter 2251. The COUNTY shall pay the (ARCHITECT)'S invoice as approved by the COUNTY's designee within thirty (30) days after the COUNTY'S designee's approval of the same, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the (ARCHITECT) to the point indicated by



such invoice or of receipt or acceptance by the COUNTY of the work covered by such invoice.

**ARTICLE XI**  
**OTHER CONDITIONS OR SERVICES**

**11.1 INSURANCE**

11.1.1 The (ARCHITECT) shall file with the COUNTY a Certificate of Errors and Omissions Insurance having minimum limits of One Million and No/100 Dollars (\$1,000,000.00) for each occurrence and annual One Million and No/100 Dollars (\$1,000,000.00) aggregate. Such Errors and Omissions Insurance shall have a deductible not in excess of Two Hundred Thousand and No/100 Dollars (\$200,000.00) self-insured. Such Certificate shall bear the endorsement "Not to be canceled without thirty (30) days prior notice to BRAZOS COUNTY, TEXAS." The (ARCHITECT) shall maintain the Errors and Omissions Insurance at all times this Agreement is in effect and for a period of five (5) years after completion of the Project. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

11.1.2 The (ARCHITECT) shall also provide Worker's Compensation, automobile and comprehensive general liability policies. The (ARCHITECT) shall deliver the insurance certificates to the COUNTY. The coverage provided herein shall contain an endorsement providing thirty (30) days notice to the COUNTY prior to any cancellation of coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY. If the (ARCHITECT) has canceled or allowed to lapse any of these insurance policies then the COUNTY may pay for such insurance and may hold the amount of such payment out of the (ARCHITECT)'s fees or be otherwise reimbursed. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

**11.2 PERIODS OF SERVICE**

11.2.1.1 The (ARCHITECT) shall begin work immediately upon receipt of the Notice-to-Proceed in writing by the COUNTY or the COUNTY's designee. The project will proceed according to the schedule shown in Exhibit "1". The schedule makes certain assumptions regarding review processes and other activities that are beyond the control of the (ARCHITECT).

11.2.1.2 Working days shall be defined as standard workdays between Monday and Friday, exclusive of holidays.

11.2.3 This schedule assumes an orderly progression of the (ARCHITECT)'S services. Delays beyond the control of the (ARCHITECT) may be cause for extension of this period of service, in which case the (ARCHITECT) shall submit in writing to the COUNTY its request for such extensions a minimum of thirty (30) calendar days prior to the end of the affected service period.

11.2.2 If the COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time or performance of the (ARCHITECT)'S services shall be adjusted equitably.

**11.3 STATEMENT OF CONFLICTS OF INTREST (IF ANY)**

11.3.1 The (ARCHITECT) or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that Brazos County may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

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11.4 SYSTEM FOR AWARD MANAGEMENT

11.4.1 (ARCHITECT) and its Principals shall not be debarred or suspended nor otherwise on the Excluded Partis List System (EPLS) as its principals are not listed (or not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)).

11.5 EQUAL EMPLOYEMENT OPPORTUNITY (2 CFR 200 APPENDEX II (C) AND 41 CFR §60-1.4(b))

11.5.1 Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-4.1(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 2 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Oder 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

11.5.2 41 CFR 60-1.4 Equal opportunity clause.

11.5.2.1 (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contact, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

11.5.2.1.1 During the performance of this contract, the (ARCHITECT) agrees as follows:

11.5.2.1.1.1 The (ARCHITECT) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

11.5.2.1.1.2 The (ARCHITECT) will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

11.5.2.1.1.3 The (ARCHITECT) will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or other employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an

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- investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 11.5.2.1.1.4 The (ARCHITECT) will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 11.5.2.1.1.5 The (ARCHITECT) will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 11.5.2.1.1.6 The (ARCHITECT) will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 11.5.2.1.1.7 In the event of the (ARCHITECT)'s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 11.5.2.1.1.8 The (ARCHITECT) will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The (ARCHITECT) will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- 11.5.2.1.1.8.1 Provided, however, that in the event a (ARCHITECT) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 11.5.2.1.1.8.2 The (ARCHITECT) further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the (ARCHITECT) so participating is a State or local government, the above equal opportunity clause is not applicable to any agency instrumentality or subdivision of such government which does not participate in work on or under the contract.
- 11.5.2.1.1.8.3 The (ARCHITECT) agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the

administering agency in the discharge of the agency's primary responsibility for securing compliance.

- 11.5.2.1.1.8.4 The (ARCHITECT) further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the (ARCHITECT) agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the (ARCHITECT) under the program with respect to which the failure or refund occurred until satisfactory assurance of further compliance has been received from such (ARCHITECT); and refer to case to the Department of Justice for appropriate legal proceedings.

11.6 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708) (2 CFR 200 APPENDIX II (E))

- 11.6.1 Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at the rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provided that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

11.7 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR 200 APPENDIX II (F))

- 11.7.1 If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11.8 CLEAN AIR ACT (42 U.S.C. 7401-7671Qq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED (2 CFR 200 APPENDIX II (G))

- 11.8.1 Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or

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regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 11.9 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689) (2 CFR 200 APPENDIX II (H))
- 11.9.1 A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusion in the System for Award Management (SAM), in accordance with the OMB guidelines a 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.10 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352) (2 CFR 200 APPENDIX II (I) AND 24 CFR §570.303)
- 11.10.1 (ARCHITECT)s that apply or bid for any award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.11 SEE 2 CFR §200.323. (2 CFR 200 APPENDIX II (J))
- 11.12 SEE 2 CFR §200.316. (2 CFR 200 APPENDIX II (K))
- 11.13 SEE 2 CFR §200.322. (2 CFR 200 APPENDIX II (L))
- 11.14 The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy. (2 CFR 200.112)
- 11.15 The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to

periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable. (2 CFR 200.336)

- 11.16 CONTRACTING WITH HUB, SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. (2 CFR 200.321)
- 11.16.1 The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 11.16.2 Affirmative steps must include:
- 11.16.2.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 11.16.2.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 11.16.2.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 11.16.2.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 11.16.2.5 Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 11.16.2.6 Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.
- 11.17 Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entities must not impose any other record retaining requirements upon non-Federal entities. (2 CFR 200.334) They only exceptions are the following:
- 11.17.1 If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involved the records have been resolved and final action taken.
- 11.17.2 When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- 11.17.3 Records for real property and equipment acquired with Federal Funds must be retained for three (3) years after final disposition.
- 11.17.4 When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three-year retention requirements is not applicable to the non-Federal entity.
- 11.17.5 Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- 11.17.6 Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate

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computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

11.17.6.1 If submitted for negotiation. If the proposal, plan or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission.

11.17.6.2 If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

11.18 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED (TEXAS GOVERNMENT CODE 2252.152)

11.18.1 A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.

11.19 PROVISION REQUIRED IN CONTRACT (TEXAS GOVERNMENT CODE 2271)

11.19.1 In between a governmental entity and a company with then (10) or more full-time employees; and

11.19.2 Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

11.19.3 A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

11.19.3.1 Does not boycott Israel; and

11.19.3.2 Will not boycott Israel during the term of the contract

11.20 The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.

11.21 Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201)

11.22 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

11.22.1 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §2000d et seq) as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

11.23 THE FAIR HOUSING ACT, TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (42 U.S.C. § 3601 ET SEQ.)

11.23.1 Which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

11.24 AGE DISCRIMINATION ACT OF 1975

11.24.1 The (ARCHITECT) shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11.25 AMERICANS WITH DISABILITIES ACT

11.25.1 (ARCHITECT) shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 et seq. and any property promulgated rules and regulations related thereto.

11.26 CONFLICTS OF INTREST

11.26.1 GOVERNING BODY

11.26.1.1 No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of award between the Department of Treasury and the County, shall have any personal financial interest, direct or indirect, in the (ARCHITECT) or this Contract; and the (ARCHITECT) shall take appropriate steps to assure compliance.

11.26.2 OTHER LOCAL PUBLIC OFFICIALS

11.26.2.1 No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering, or implementation of the ARPA award between the Department of Treasury and the County, shall have any personal financial interest, direct or indirect, in the (ARCHITECT) or this Contract; and the (ARCHITECT) shall take appropriate steps to assure compliance.

11.26.3 THE (ARCHITECT) AND EMPLOYEES

11.26.3.1 The (ARCHITECT) warrants and represents that it has no conflict of interest associated with the ARPA award between the Department of Treasury and the County of this Contract. The (ARCHITECT) further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the ARPA award between the Department of Treasury and the County or in any business, entity, organization, or person that may benefit from the award. The (ARCHITECT) further agrees that it will not employ an individual with a conflict of interest as described herein.

11.27 ACCESS TO RECORDS

11.27.1 The U.S. Department of Treasury, Inspectors General, the Comptroller General of the United States, and the Texas Division of Emergency Management and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the (ARCHITECT) which are pertinent to the ARPA award, in order to make audits, examinations, excerpts, and transcripts and to closeout the County's ARPA contract with the Department of Treasury.

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## 11.28 RETAINAGE OF RECORDS

11.28.1 Grantees or subgrantees must retain all required records for three (3) years after grantee or subgrantees make final payments and all other pending matters are closed.

## 11.29 TERMINATION FOR CAUSE

11.29.1 If the (ARCHITECT) fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the (ARCHITECT) violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the (ARCHITECT) of such termination and specifying the effective date thereof, which shall be at least fourteen (14) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the (ARCHITECT) pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the (ARCHITECT) shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

11.29.2 Notwithstanding the above, the (ARCHITECT) shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the (ARCHITECT), and the County may set-off the damages incurred as a result of the (ARCHITECT)'s breach of contract from any amounts that might otherwise owe the (ARCHITECT).

## 11.30 TERMINATION FOR CONVENIENCE OF THE COUNTY

11.30.1 County may at any and for any reason terminate (ARCHITECT)'s services and work at County's convenience upon providing written notice to the (ARCHITECT) specifying the extent of termination and the effective date. Upon receipt of such notice, (ARCHITECT) shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement.

## 11.31 INCREASING SEAT BELT USE IN THE UNITED STATES

11.31.1 Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its (ARCHITECT) to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

## 11.32 REDUCING TEXT MESSAGING WHILE DRIVING

11.32.1 Pursuant to Executive Order 13513, 74 RF 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and (ARCHITECT) to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## 11.33 SECTION 504 OF THE REHABILITATION ACT OF 1973

11.33.1 As amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

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This Agreement entered into as of the day and year first written above.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolution extending said authority have been duly passed and are now in force and effect.

**BRAZOS COUNTY, TEXAS**

**(ARCHITECT) FIRM**



Duane Peters, County Judge

KAJIE BURGH, PRINCIPAL ARCHITECT  
by: PLANNORTH LLC  
Principal

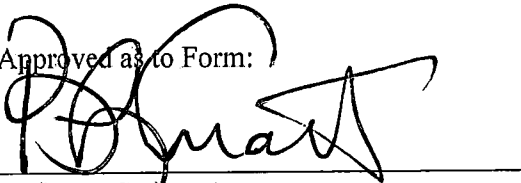
Acting by and through the authority of  
the Brazos County Commissioners Court

Attest:



County Clerk

Approved as to Form:



Assistant County Attorney  
GENERAL COUNSEL

ATTACHMENT "A"  
ARCHITECT CONTRACT FOR BRAZOS COUNTY  
ADMINISTRATION BUILDING, FOLLOWING  
REQUEST FOR QUALIFICATIONS CIP 23-588



PLANNORTH  
ARCHITECTURAL CO.

**Fee and Scope Proposal for Architectural Services for**

**Brazos County RFQ NO. CIP 23-558**

**Administration Building Remodel Design Services**

**Sanctuary Renovation**

Prepared May 16, 2023

THE FOLLOWING SERVICES ARE INCLUDED IN THE ARCHITECTURAL FEE FOR THE DESIGN OF THE PROJECT LOCATED AT 200 South Texas Avenue in Bryan, Texas.

The project consists of approximately 17,700 net square feet of existing demolition including the existing baptismal and mezzanine seating. Approximately 22,600 net square feet of new interior construction as well as a new elevator in the existing atrium area.

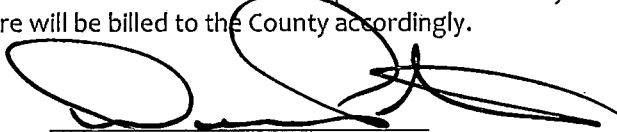
1. ***During Schematic Design, the Architect's Team will:***
  - Continue architectural work based on Feasibility and Statement of Probable Cost presented
  - Meet with Local Authorities to confirm that the concepts are feasible for the city
  - Produce and present final design concepts
  - Interview and hold multi-disciplinary meetings with the team of Engineers to confirm that the concepts are feasible and meet code. Enter into contract with this specific team of Engineers on the County's behalf.
  
2. ***During Design Development and Construction Documents, the Architect's Team will develop and coordinate a set of drawings which will include:***
  - Architectural Floor Plans
  - Plan Details
  - Enlarged Plans for Special Areas
  - Building Sections as determined necessary by the AOR
  - Wall Sections as determined necessary by the AOR
  - Door Schedule/Frame Types
  - Window Schedule/Frame Types
  - Interior Elevations
  - Building Specifications
  - Interior specifications
  
3. ***During Design Development and Construction Documents, the Architect's Team will work with the team of Engineering Consultants to complete the set of drawings needed for permitting and construction:***
  - Structural Engineering (included in the Architect's fee).
  - Mechanical Engineering (included in the Architect's fee)
  - Electrical Engineering (included in the Architect's fee)
  - Plumbing Engineering (included in the Architect's fee)

- Building and MEP Comcheck (This is a document required by law/local building authority to ensure that the building envelope, insulation and equipment meet energy code. This is included in the Architect's fee).
  - Civil engineering is EXCLUDED from this contract due to project needs. Should the scope change and civil engineering become required in order to complete the construction documents, fees for civil engineering is outside this agreement.
  - TDLR registration and inspections must be provided outside the scope of this agreement and are not included in the Architect's fees.
  - Asbestos abatement and inspections are outside the scope of this agreement and are not included in the Architect's fees.
4. ***During Estimating and Bidding periods, the Architect's Team will work with the County as follows:***
- Provide sealed construction documents for County's use. Documents will be a 100% completion drawing set and a project manual.
  - Architect's team will provide addenda and clarifications during bidding, as well as assist the County in pulling the building permit.
5. ***During Construction, the Architect's Team will work with the County as follows:***
- Monthly visits by Architect's Team to jobsite and at points integral to the progress of construction
  - Timely response (drawings, email) to questions/concerns
  - Engineering coordination as needed
  - Construction Administration (review building completion stages, approve contractor pay applications as requested by the County)
6. ***Post Construction, the Architect will:***
- Provide drawings in PDF format to the Owner
  - Facilitate state inspections for the Owner
  - Remain available to the owner as a member of their Facilities Team
7. Terms of this contract on all matters not explicitly addressed herein will be the AIA Standard Form of Agreement between Owner and Architect, AIA Document B101, 2017 Version. By signing this proposal, the Owner agrees to the terms in this agreement. Specifically, deliverables required by the Architect to the Owner are based on the AIA Document B101, 2017 Version.
8. Compensation for the Services and Products above will be based on the Architect's Statement of Probable Cost until a Guaranteed Maximum Price or Cost of the Work is provided by the contractor. Final compensation for the Architect's services will be adjusted to reflect the Cost of the Work. The Architect's fee as defined in this document will be a lump sum amount of \$485,000.00 based on an approximate 7.75% fee of the preliminary estimated Cost of the Work.
9. The Architect's billing schedule is as follows:
- |                                      |     |
|--------------------------------------|-----|
| Schematic Design Phase               | 15% |
| Design Development                   | 25% |
| Construction Drawings and Permitting | 35% |

Bidding/RFP Preparation/Evaluation 5%  
Construction Observation and Closeout 20%

- 10. PlanNorth acknowledges that 10% of the Architect's fee is considered profit.
- 11. Services provided prior to contract execution will be billed hourly at the attached rates; re: Hourly Rates for PlanNorth Positions. Work completed at the County's request prior to agreement signature will be billed to the County accordingly.

Signature:



Printed Name:

DUANE PETERS

Representative, Owner:

COUNTY JUDGE, BRAZOS COUNTY

Date:

5/23/2023

Signature:



Printed Name:

KATIE BIRCH

Principal, PlanNorth:

PRINCIPAL ARCHITECT, PLANNORTH

Date:

5-17-2023



## EXHIBIT A: Hourly Rates for PlanNorth Positions, 5/16/2023\*

\*Hourly rates are revised annually

Position	Rate
Principal (Architect)	\$275/hour
Project Manager	\$155/hour
Senior Project Architect	\$155/hour
Architect	\$135/hour
Designer	\$120/hour
Construction Services	\$90/hour
Administrative	\$75/hour

**EXHIBIT B: Proposed Sanctuary Renovation Schedule**

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## PROJECT SCHEDULE

Existing Brazos County Administration Building - Sanctuary Alterations 2023-25

### Feasibility Phase

Kick-off meeting (Architect field survey and As-built documentation).....	January 25, 2023
Asbestos Survey.....	March 24, 2023
Space Programming (Workshop - Program of Spaces).....	January 25, 2023
MEP field survey.....	February 9, 2023
Stakeholders (review and develop preliminary plans, costs, and program of spaces).....	April 4, 2023
Feasibility documents to County .....	May 11, 2023
Present Feasibility for Commissioners Approval .....	May 23, 2023

### Schematic Design Phase

Conceptual Design Review (review and confirm general size and location).....	June 30, 2023
Program of Requirements (develop space Architectural and MEPT systems) .....	June 30, 2023
Existing Floor Slab Coring Test/ Investigation (Facilitate Proposal to County).....	June 30, 2023
Schematic Design Review Meeting (confirm PoR documents).....	July 18, 2023
Schematic Design Documents to County .....	August 3, 2023
Present Schematic Design for Commissioners Approval.....	August 8, 2023

### Design Development Phase

Pre-Development Meeting w/ City of Bryan .....	August 17, 2023
Departmental Review Meetings (in-depth meetings with end users).....	August 17-24, 2023
Program of Requirements, Cost and Schedule Review.....	August 24, 2023
Audio-Visual & Technology meeting (w/ A/V consultant).....	August 31, 2023
Security and Safety Meeting (to discuss all related security design considerations).....	August 31, 2023
MEPT Systems Meeting with County (Outline Specifications) .....	August 31, 2023
Existing Floor Slab Coring Test/ Investigation (Complete).....	August 31, 2022
Design Development Review Meeting (confirm PoR documents).....	September 7, 2023
Design Development Documents to County .....	September 28, 2023
Present Design Development for Commissioners Approval.....	October 3, 2023

### Construction Documents Phase

50% Architectural Model - Send to Consultants.....	October 27, 2023
50% Consultant Documents to Architect.....	November 27, 2023
50% Review Documents to County.....	November 28, 2023
50% Review Meeting (County participants TBD).....	December 12, 2023
90% Architectural Model - Send to Consultants.....	January 25, 2024
90% Consultant Documents to Architect.....	February 15, 2024
90% Review Documents to County.....	February 16, 2024
90% Review Meeting (County Participants TBD).....	March 12, 2024
90% Review Meeting (multi-discipline).....	March 13, 2024
100% Architectural Model - Send to Consultants.....	April 3, 2024
100% Consultants Issue for Proposal Documents to Architect.....	April 4, 2024
Coordinate Advertisement in News .....	April 6, 2024
Issue for Proposals.....	April 8, 2024

PLANNORTH  
ARCHITECTURAL CO.

Bidding and Negotiation Phase

Deliver for Permit to City of Bryan.....April 9, 2024  
Deliver for TAS-ADA Plan Review .....April 9, 2024  
Pre-Proposal Conference for Contractors.....April 18, 2024  
Receive Proposals.....April 25, 2024  
Proposal Evaluation & Recommendation Letter to County.....May 7, 2024  
Commissioners Approval of Owner-Contractor agreement.....May 21, 2024

Construction Phase

Pre-Construction Conference.....June 3, 2024  
Construction Duration (17 months).....June 3, 2024 – November 14, 2025  
Substantial Completion Date.....November 14, 2025  
Owner FF&E and Commissioning.....December 18, 2025

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**EXHIBIT C: Insurance**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/15/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Van Dyke Rankin & Company, Inc. 211 S Austin St Brenham TX 77833	<b>CONTACT NAME:</b> Amber Lamson <b>PHONE (A/C, No, Ext):</b> 979-836-5636 <b>FAX (A/C, No):</b> 979-836-5059 <b>E-MAIL ADDRESS:</b> amber@vandykerankin.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> PlanNorth, LLC dba PlanNorth Architectural Co. PO BOX 2468 Brenham TX 77834	<b>INSURER A:</b> Travelers Indemnity Co. of CT <b>NAIC #</b> 25682 <b>INSURER B:</b> Travelers Prop Cas Co. of America      25674 <b>INSURER C:</b> Underwriters At Lloyds London      15642 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 458408718      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	680-3K503134 -23-47	1/13/2023	1/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			680-3K503134 -23-47	1/13/2023	1/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-005K593548 -23-47	1/13/2023	1/13/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE    OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability Professional Liability			ANE1957023.23	1/13/2023	1/13/2024	Each Claim \$1,000,000 All Claims Aggregate \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Project: Remodel of select areas of the Brazos County Administration Building, currently located at 200 S. Texas Ave., Bryan, Texas, in areas mentioned below:  
 Sanctuary area, creating training areas, for multiple spaces of different sizes to accommodate various group sizes with multi-levels for future build out.  
 North Wing, creating new office space for the Human Resources Department, including offices, reception/entry waiting area, conference/training room.  
 Elevator, adding an elevator to the atrium in already structural built space for additional support to the second and third floors.  
 See Attached...

<b>CERTIFICATE HOLDER</b>  Brazos County, Texas 200 S. Texas Ave. Suite 352 Bryan TX 77803	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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*KMB*

AGENCY CUSTOMER ID: PLANNOR-01

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Van Dyke Rankin & Company, Inc.		NAMED INSURED PlanNorth, LLC dba PlanNorth Architectural Co. PO BOX 2468 Brenham TX 77834	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The Owner and Program Manager, its officials, employees, and officers are included as additional insured as required by written contract on the General Liability and Umbrella Policies. Waiver of Subrogation is included as required by written contract on the General Liability and Umbrella Policies. "Not to be canceled without thirty (30) days prior notice to Brazos County, Texas," on the General Liability, Umbrella and Professional Liability Policies.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

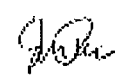
<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Tequesta Drive Suite 306 Tequesta, FL 33469	<b>CONTACT NAME:</b> Stonehenge Certificates <b>PHONE (A/C, No, Ext):</b> 5617465027 <b>E-MAIL ADDRESS:</b> GGB.Tequesta.Certs@ajg.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Bradford Holding Company, Inc. dba UniqueHR 4646 Corona, Ste. 105 Corpus Christi, TX 78411	<b>INSURER A:</b> Safely National Casualty Corporation <b>NAIC #</b> 15105	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** ZE8GUNQU      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SP4067877	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers' Compensation Coverage Indicated above Is Excess of \$2,000,000 Self Insured Retention. Insured is a CERTIFIED SELF INSURER in the State of Texas and a member of the Certified Self Insurer Guaranty Association.  
Coverage is provided to only those employees leased to but not subcontracted to the Alternate Employer, Plan North, LLC. Client Effective 8/31/18.  
Blanket Waiver of Subrogation Applies In Favor of the Certificate Holder as Required by Written Contract.

<b>CERTIFICATE HOLDER</b>  Informational Purposes Only Plan North, LLC 107 S. Baylor Street Brenham, TX 77833	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  

1838 01 1213 (XWC)

ENDORSEMENT

SPECIAL NOTICE OF CANCELLATION SERVICE TO SCHEDULED THIRD PARTIES

Effective 12:01 A.M., Local Time, December 31, 2022

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, the following is hereby understood and agreed:

As a special service to the EMPLOYER, the CORPORATION will mail a copy of any written notice of cancellation of this Agreement to the below specified individual(s) or entity(ies).

**Scheduled Individual(s) or Entity(ies)**

As required by written contract

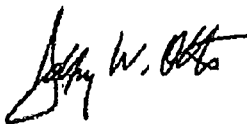
If the CORPORATION is cancelling for any reason other than non-payment of premium, a copy of such notice of cancellation will be mailed within thirty (30) days prior to the effective date of cancellation. If the CORPORATION is cancelling due to non-payment of premium, such notice of cancellation will be mailed within ten (10) days prior to the effective date of cancellation

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the cancellation date, negate the cancellation of the Agreement, nor confer any rights or expectations upon the certificate holder, nor subject the CORPORATION, its agents or representatives to liability for failure to provide notice.

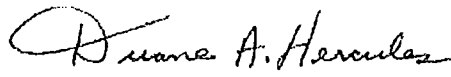
All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4067877, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to BRADFORD HOLDING COMPANY, INC., dated December 31, 2022.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

ENDORSEMENT

ALTERNATE EMPLOYER ENDORSEMENT

Effective 12:01 A.M., Local Time, December 31, 2022

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

The insurance provided by the Agreement to which this endorsement is attached applies to Loss sustained, as described in Section A, Coverage of Agreement, to an Employee of the EMPLOYER while that Employee is performing special or temporary employment with the alternate employer, and at the Location of Special or Temporary Employment, as each are identified in the schedule below. Coverage for Losses sustained by an Employee of the EMPLOYER will apply as though the alternate employer is insured by the Agreement.

The CORPORATION will reimburse the alternate employer for Loss sustained because of liability imposed by the Workers' Compensation Act and Employers' Liability Laws of the States named in Item 2 of the Declaration in accordance with the limits, terms, and conditions of this Agreement.

The insurance afforded by this endorsement is not intended to replace nor does it satisfy the duty of the alternate employer to secure its obligations under the Workers' Compensation or Employers' Liability Laws. As described in Section M, Other Insurance, the insurance afforded by this endorsement shall apply in excess of and shall not contribute with any other insurance or reinsurance available to the alternate employer. The CORPORATION is not under any obligation to file evidence of this insurance on behalf of the alternate employee with any governmental agency.

Remuneration paid to Employees of the EMPLOYER who are temporarily or specially employed by the alternate employer will be included in the determination of the premium paid by the EMPLOYER to the CORPORATION in accordance with Premium and Inspection and Audit Sections of the Agreement.

This Agreement may be canceled with no obligation on behalf of the CORPORATION to send notice to the alternate employer.

ALTERNATE EMPLOYER	<u>ADDRESS</u>	LOCATION OF SPECIAL OR <u>TEMPORARY EMPLOYMENT</u>
-----------------------	----------------	--

Any person or organization for whom or for which you may direct your employee to work as a special or temporary employee, if your agreement with such person or organization specifies in writing that you must provide insurance as described in this endorsement to person or organization. You must keep a record of each such agreement and furnish it to us when we examine and audit your records that relate to this policy. All work must take place and be completed within the State of Texas.

This endorsement will expire on December 31, 2023.



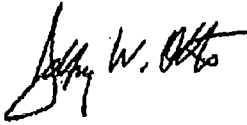
0324 02 0908 (XWC)

ENDORSEMENT (CONTINUED)

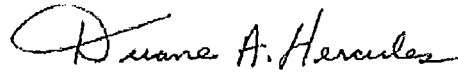
All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4067877, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to BRADFORD HOLDING COMPANY, INC., dated December 31, 2022.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President



0456 00 0113 (XWC)

ENDORSEMENT

BLANKET WAIVER OF SUBROGATION

Effective 12:01 A.M., Local Time, December 31, 2022

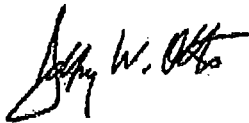
In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language:

The CORPORATION has the right to pursue subrogation recoveries from anyone liable for an injury covered by this Agreement. The CORPORATION will not enforce its right against any person or organization for whom the EMPLOYER performs work under a written contract that requires the EMPLOYER to obtain this agreement from the CORPORATION.

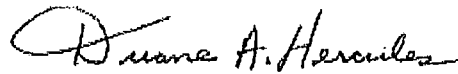
All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4067877, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to BRADFORD HOLDING COMPANY, INC., dated December 31, 2022. Endorsement No. 0456 00 0113 (XWC)

SAFETY NATIONAL CASUALTY CORPORATION



Secretary

  
President

PLANNORTH  
ARCHITECTURAL CO.

**Fee and Scope Proposal for Architectural Services for**

**Brazos County RFQ NO. CIP 23-558**

**Administration Building Remodel Design Services**

**North Wing**

Prepared May 16, 2023

THE FOLLOWING SERVICES ARE INCLUDED IN THE ARCHITECTURAL FEE FOR THE DESIGN OF THE PROJECT LOCATED AT 200 South Texas Avenue in Bryan, Texas.

*The project consists of approximately 5,235 net square feet of interior demolition and new interior construction of existing space to allow for the relocation of the HR department.*

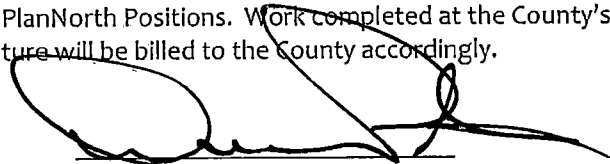
1. ***During Schematic Design, the Architect's Team will:***
  - Continue architectural work based on Feasibility and Statement of Probable Cost presented
  - Meet with Local Authorities to confirm that the concepts are feasible for the city
  - Produce and present final design concepts
  - Interview and hold multi-disciplinary meetings with the team of Engineers to confirm that the concepts are feasible and meet code. Enter into contract with this specific team of Engineers on the County's behalf.
  
2. ***During Design Development and Construction Documents, the Architect's Team will develop and coordinate a set of drawings which will include:***
  - Architectural Floor Plans
  - Plan Details
  - Enlarged Plans for Special Areas
  - Building Sections as determined necessary by the AOR
  - Wall Sections as determined necessary by the AOR
  - Door Schedule/Frame Types
  - Window Schedule/Frame Types
  - Interior Elevations
  - Building Specifications
  - Interior specifications
  
3. ***During Design Development and Construction Documents, the Architect's Team will work with the team of Engineering Consultants to complete the set of drawings needed for permitting and construction:***
  - Structural Engineering (included in the Architect's fee).
  - Mechanical Engineering (included in the Architect's fee)
  - Electrical Engineering (included in the Architect's fee)
  - Plumbing Engineering (included in the Architect's fee)

- Building and MEP Comcheck (This is a document required by law/local building authority to ensure that the building envelope, insulation and equipment meet energy code. This is included in the Architect's fee).
  - Civil engineering is EXCLUDED from this contract due to project needs. Should the scope change and civil engineering become required in order to complete the construction documents, fees for civil engineering is outside this agreement.
  - TDLR registration and inspections must be provided outside the scope of this agreement and are not included in the Architect's fees.
  - Asbestos abatement and inspections are outside the scope of this agreement and are not included in the Architect's fees.
4. **During Estimating and Bidding periods, the Architect's Team will work with the County as follows:**
- Provide sealed construction documents for County's use. Documents will be a 100% completion drawing set and a project manual.
  - Architect's team will provide addenda and clarifications during bidding, as well as assist the County in pulling the building permit.
5. **During Construction, the Architect's Team will work with the County as follows:**
- Monthly visits by Architect's Team to jobsite and at points integral to the progress of construction
  - Timely response (drawings, email) to questions/concerns
  - Engineering coordination as needed
  - Construction Administration (review building completion stages, approve contractor pay applications as requested by the County)
6. **Post Construction, the Architect will:**
- Provide drawings in PDF format to the Owner
  - Facilitate state inspections for the Owner
  - Remain available to the owner as a member of their Facilities Team
7. Terms of this contract on all matters not explicitly addressed herein will be the AIA Standard Form of Agreement between Owner and Architect, AIA Document B101, 2017 Version. By signing this proposal, the Owner agrees to the terms in this agreement. Specifically, deliverables required by the Architect to the Owner are based on the AIA Document B101, 2017 Version.
8. Compensation for the Services and Products above will be based on the Architect's Statement of Probable Cost until a Guaranteed Maximum Price or Cost of the Work is provided by the contractor. Final compensation for the Architect's services will be adjusted to reflect the Cost of the Work. The Architect's fee as defined in this document will be a lump sum amount of \$100,000.00 based on an approximate 8.00% fee of the preliminary estimated Cost of the Work.
9. The Architect's billing schedule is as follows:
- |                                      |     |
|--------------------------------------|-----|
| Schematic Design Phase               | 15% |
| Design Development                   | 25% |
| Construction Drawings and Permitting | 35% |

Bidding/RFP Preparation/Evaluation	5%
Construction Observation and Closeout	20%

10. PlanNorth acknowledges that 10% of the Architect's fee is considered profit.
11. Services provided prior to contract execution will be billed hourly at the attached rates; re: Hourly Rates for PlanNorth Positions. Work completed at the County's request prior to agreement signature will be billed to the County accordingly.

Signature:



Printed Name:

DUANE PETERS

Representative, Owner:

COUNTY JUDGE, BRAZOS COUNTY

Date:

5/23/2023

Signature:



Printed Name:

KATIE BURKETT

Principal, PlanNorth:

PRINCIPAL ARCHITECT, PLANNORTH

Date:

5-17-2023



**EXHIBIT A: Hourly Rates for PlanNorth Positions, 5/16/2023\***

**\*Hourly rates are revised annually**

<b>Position</b>	<b>Rate</b>
Principal (Architect)	\$275/hour
Project Manager	\$155/hour
Senior Project Architect	\$155/hour
Architect	\$135/hour
Designer	\$120/hour
Construction Services	\$90/hour
Administrative	\$75/hour

## EXHIBIT B: Proposed North Wing Design Schedule

## PROJECT SCHEDULE

Existing Brazos County Administration Building – North Wing Alterations 2023-24

### Feasibility Phase

Kick-off meeting (Architect field survey and As-built documentation).....	January 25, 2023
Asbestos Survey.....	March 24, 2023
Space Programming (Workshop – Program of Spaces).....	January 25, 2023
MEP field survey.....	February 9, 2023
Stakeholders (review and develop preliminary plans, costs, and program of spaces).....	April 4, 2023
Feasibility documents to County .....	May 11, 2023
Present Feasibility for Commissioners Approval .....	May 23, 2023

### Schematic Design Phase

Conceptual Design Review (review and confirm general size and location).....	June 15, 2023
Program of Requirements (develop space Architectural and MEPT systems) .....	June 15, 2023
Schematic Design Review Meeting (confirm PoR documents).....	July 6, 2023
Schematic Design Documents to County .....	July 13, 2023
Present Schematic Design for Commissioner's Approval.....	July 27, 2023

### Design Development Phase

Pre-Development Meeting w/ City of Bryan .....	August 10, 2023
Departmental Review Meetings (in-depth meetings with end users).....	August 3, 2023
Program of Requirements, Cost and Schedule Review.....	August 9, 2023
Audio-Visual & Technology meeting (w/ A/V consultant).....	August 16, 2023
Security and Safety Meeting (to discuss all related security design considerations).....	August 16, 2023
MEPT Systems Meeting with County (Outline Specifications) .....	August 16, 2023
Design Development Review Meeting (confirm PoR documents).....	August 30, 2023
Design Development Documents to County .....	September 5, 2023
Present Design Development for Commissioners Approval.....	September 12, 2023

### Construction Documents Phase

50% Architectural Model – Send to Consultants.....	September 15, 2023
50% Consultant Documents to Architect.....	October 11, 2023
50% Review Documents to County.....	October 12, 2023
50% Review Meeting (County participants TBD).....	October 19, 2023
90% Architectural Model – Send to Consultants.....	November 17, 2023
90% Consultant Documents to Architect.....	December 7, 2023
90% Review Documents to County.....	December 8, 2023
90% Review Meeting (County Participants TBD, Interior color selections finalized).....	January 3, 2022
90% Review Meeting (multi-discipline).....	January 4, 2023
100% Architectural Model – Send to Consultants.....	January 17, 2023
100% Consultants Issue for Proposal Documents to Architect.....	February 1, 2024
Coordinate Advertisement in News .....	February 3, 2024
Issue for Proposals.....	February 5, 2024

### Bidding and Negotiation Phase



PLANNORTH  
ARCHITECTURAL CO

Deliver for Permit to City of Bryan.....February 6, 2024  
Deliver for TAS-ADA Plan Review .....February 6, 2024  
Pre-Proposal Conference for Contractors.....February 15, 2024  
Receive Proposals.....February 22, 2024  
Proposal Evaluation & Recommendation Letter to County.....March 5, 2024  
Commissioners Approval of Owner-Contractor agreement.....March 12, 2024

Construction Phase

Pre-Construction Conference.....March 26, 2024  
Construction Duration (7-1/2 months).....March 26, 2024 – November 11, 2024  
Substantial Completion Date.....November 11, 2024  
Owner FF&E and Commissioning.....December 14, 2024

**EXHIBIT C: Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Van Dyke Rankin & Company, Inc. 211 S Austin St Brenham TX 77833	<b>CONTACT NAME:</b> Amber Lamson <b>PHONE (A/C, No, Ext):</b> 979-836-5636 <b>FAX (A/C, No):</b> 979-836-5059 <b>E-MAIL ADDRESS:</b> amber@vandykerankin.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> PlanNorth, LLC dba PlanNorth Architectural Co. PO BOX 2468 Brenham TX 77834	<b>INSURER A:</b> Travelers Indemnity Co. of CT	<b>NAIC #</b> 25682
	<b>INSURER B:</b> Travelers Prop Cas Co. of America	<b>NAIC #</b> 25674
	<b>INSURER C:</b> Underwriters At Lloyds London	<b>NAIC #</b> 15642
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 458408718      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	680-3K503134 -23-47	1/13/2023	1/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		680-3K503134 -23-47	1/13/2023	1/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y Y	CUP-005K593548 -23-47	1/13/2023	1/13/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability Professional Liability		ANE1957023,23	1/13/2023	1/13/2024	Each Claim \$1,000,000 All Claims Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Remodel of select areas of the Brazos County Administration Building, currently located at 200 S. Texas Ave., Bryan, Texas, in areas mentioned below:

Sanctuary area, creating training areas, for multiple spaces of different sizes to accommodate various group sizes with multi-levels for future build out.

North Wing, creating new office space for the Human Resources Department, including offices, reception/entry waiting area, conference/training room.

Elevator, adding an elevator to the atrium in already structural built space for additional support to the second and third floors.  
 See Attached...

<b>CERTIFICATE HOLDER</b>  Brazos County, Texas 200 S. Texas Ave. Suite 352 Bryan TX 77803	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

FB

AGENCY CUSTOMER ID: PLANNOR-01

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Van Dyke Rankin & Company, Inc.		NAMED INSURED PlanNorth, LLC dba PlanNorth Architectural Co. PO BOX 2468 Brenham TX 77834	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The Owner and Program Manager, its officials, employees, and officers are included as additional insured as required by written contract on the General Liability and Umbrella Policies. Waiver of Subrogation is included as required by written contract on the General Liability and Umbrella Policies. "Not to be canceled without thirty (30) days prior notice to Brazos County, Texas." on the General Liability, Umbrella and Professional Liability Policies.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

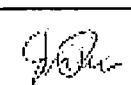
<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Tequesta Drive Suite 306 Tequesta, FL 33469	<b>CONTACT NAME:</b> Stonehenge Certificates <b>PHONE (A/C, No, Ext):</b> 5617465027 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> GGB.Tequesta.Certs@ajg.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Safety National Casualty Corporation	<b>NAIC #</b> 15105
<b>INSURED</b> Bradford Holding Company, Inc. dba UniqueHR 4646 Corona, Ste. 105 Corpus Christi, TX 78411	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** ZE8GUNQU      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N    N/A	SP4067877	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers' Compensation Coverage indicated above is Excess of \$2,000,000 Self Insured Retention. Insured is a CERTIFIED SELF INSURER in the State of Texas and a member of the Certified Self Insurer Guaranty Association.  
Coverage is provided to only those employees leased to but not subcontracted to the Alternate Employer, Plan North, LLC. Client Effective 8/31/18.  
Blanket Waiver of Subrogation Applies in Favor of the Certificate Holder as Required by Written Contract.

<b>CERTIFICATE HOLDER</b>  Informational Purposes Only Plan North, LLC 107 S. Baylor Street Brenham, TX 77833	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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KB

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ENDORSEMENT

SPECIAL NOTICE OF CANCELLATION SERVICE TO SCHEDULED THIRD PARTIES

Effective 12:01 A.M., Local Time, December 31, 2022

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, the following is hereby understood and agreed:

As a special service to the EMPLOYER, the CORPORATION will mail a copy of any written notice of cancellation of this Agreement to the below specified individual(s) or entity(ies).

**Scheduled Individual(s) or Entity(ies)**

As required by written contract

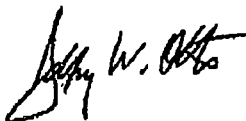
If the CORPORATION is cancelling for any reason other than non-payment of premium, a copy of such notice of cancellation will be mailed within thirty (30) days prior to the effective date of cancellation. If the CORPORATION is cancelling due to non-payment of premium, such notice of cancellation will be mailed within ten (10) days prior to the effective date of cancellation

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the cancellation date, negate the cancellation of the Agreement, nor confer any rights or expectations upon the certificate holder, nor subject the CORPORATION, its agents or representatives to liability for failure to provide notice.

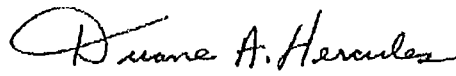
All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4067877, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to BRADFORD HOLDING COMPANY, INC., dated December 31, 2022.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

ENDORSEMENT

ALTERNATE EMPLOYER ENDORSEMENT

Effective 12:01 A.M., Local Time, December 31, 2022

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

The insurance provided by the Agreement to which this endorsement is attached applies to Loss sustained, as described in Section A, Coverage of Agreement, to an Employee of the EMPLOYER while that Employee is performing special or temporary employment with the alternate employer, and at the Location of Special or Temporary Employment, as each are identified in the schedule below. Coverage for Losses sustained by an Employee of the EMPLOYER will apply as though the alternate employer is insured by the Agreement.

The CORPORATION will reimburse the alternate employer for Loss sustained because of liability imposed by the Workers' Compensation Act and Employers' Liability Laws of the States named in Item 2 of the Declaration in accordance with the limits, terms, and conditions of this Agreement.

The insurance afforded by this endorsement is not intended to replace nor does it satisfy the duty of the alternate employer to secure its obligations under the Workers' Compensation or Employers' Liability Laws. As described in Section M, Other Insurance, the insurance afforded by this endorsement shall apply in excess of and shall not contribute with any other insurance or reinsurance available to the alternate employer. The CORPORATION is not under any obligation to file evidence of this insurance on behalf of the alternate employee with any governmental agency.

Remuneration paid to Employees of the EMPLOYER who are temporarily or specially employed by the alternate employer will be included in the determination of the premium paid by the EMPLOYER to the CORPORATION in accordance with Premium and Inspection and Audit Sections of the Agreement.

This Agreement may be canceled with no obligation on behalf of the CORPORATION to send notice to the alternate employer.

<u>ALTERNATE EMPLOYER</u>	<u>ADDRESS</u>	<u>LOCATION OF SPECIAL OR TEMPORARY EMPLOYMENT</u>
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Any person or organization for whom or for which you may direct your employee to work as a special or temporary employee, if your agreement with such person or organization specifies in writing that you must provide insurance as described in this endorsement to person or organization. You must keep a record of each such agreement and furnish it to us when we examine and audit your records that relate to this policy. All work must take place and be completed within the State of Texas.

This endorsement will expire on December 31, 2023.

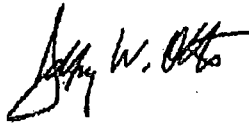
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ENDORSEMENT (CONTINUED)

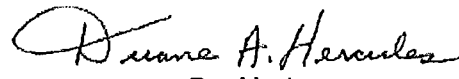
All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4067877, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to BRADFORD HOLDING COMPANY, INC., dated December 31, 2022.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary

  
President



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ENDORSEMENT

BLANKET WAIVER OF SUBROGATION

Effective 12:01 A.M., Local Time, December 31, 2022

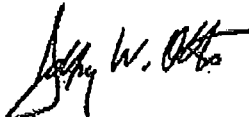
In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language:

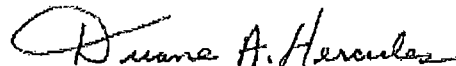
The CORPORATION has the right to pursue subrogation recoveries from anyone liable for an injury covered by this Agreement. The CORPORATION will not enforce its right against any person or organization for whom the EMPLOYER performs work under a written contract that requires the EMPLOYER to obtain this agreement from the CORPORATION.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4067877, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to BRADFORD HOLDING COMPANY, INC., dated December 31, 2022. Endorsement No. 0456 00 0113 (XWC)

SAFETY NATIONAL CASUALTY CORPORATION

  
Secretary

  
President

