

AGREEMENT FOR ARCHITECTURAL & DESIGN SERVICES

For

CITY OF DEER PARK NEW COURT HOUSE BUILDING

This Agreement is made and entered into in Deer Park, Harris County, Texas on the 29 day of June 2024; by and between

The City of Deer Park, (“Deer Park”) a Municipal Corporation in the State of Texas

And

Project Luong Architects, LLC (“ARCHITECT”) duly licensed, and practicing under the laws of the State of Texas.

Said Agreement being executed by the City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by the ARCHITECT for ARCHITECTURAL services hereinafter set forth in connection with the above-designated Project for the City of Deer Park.

DEER PARK retains Project Luong Architects, LLC to perform ARCHITECTURAL services related to the, design of the **New Court House Building** in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

ARTICLE 1. SCOPE OF WORK

- 1.1 ARCHITECT will provide ARCHITECTURAL, design, consultation, project management, and other services as required to perform and complete the Scope of Work & Services specifically identified in Schedule A of this Agreement. The Services Scope of Work (the “Work”) and the time schedules set forth in Schedule A are based on information provided by DEER PARK and ARCHITECT. The schedule of milestones and deliverables are essential terms of this Agreement.
- 1.2 If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by DEER PARK, or if DEER PARK directs ARCHITECT to change the original Scope of Work shown in Schedule A, a written amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be executed by DEER PARK and ARCHITECT.

ARTICLE 2. COMPENSATION

- 2.1 ARCHITECT bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort (“Schedule of Rates”) attached as Schedule

B of this Agreement. As requested, ARCHITECT has provided an estimate of the fees for the Work amounting to \$ 65,000.000 ARCHITECT will not exceed that estimate without prior approval from DEER PARK. ARCHITECT will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.

- 2.2 ARCHITECT will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ARCHITECT'S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ARCHITECT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK'S RESPONSIBILITIES

- 3.1 DEER PARK will designate in writing the person or persons with authority to act on DEER PARK's behalf on all matters concerning the work to be performed.
- 3.2 DEER PARK will furnish to ARCHITECT all existing studies, reports, data and other information available to DEER PARK necessary for performance of the Work, authorize ARCHITECT to obtain additional data as required, and furnish the services of others where necessary for the performance of the Work. ARCHITECT will be entitled to use and rely upon all such information and services.
- 3.3 Where necessary to performance of the Work, DEER PARK shall arrange for ARCHITECT to have access to any site or property.

ARTICLE 4. PERFORMANCE OF SERVICE

- 4.1 ARCHITECT's services will be performed within the schedule and time period set forth in Schedule A.
- 4.2 ARCHITECT shall perform the Work, and any additional services as may be required, for the development of the Project to completion.
- 4.3 If required, additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.
- 4.4 If any time period within or date by which any of ARCHITECT's services are to be performed is exceeded for reasons outside of ARCHITECT's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5. CONFIDENTIALITY

- 5.1 ARCHITECT will hold confidential all information obtained from DEER PARK, not previously known by ARCHITECT or in the public domain.

ARTICLE 6. STANDARD OF CARE & WARRANTY

- 6.1 Standard of Care. In performing services, ARCHITECT agrees to exercise professional judgment, made on the basis of the information available to ARCHITECT, and to perform its ARCHITECTURAL services with the professional skill and care of competent design professionals practicing in the same or similar locale and under the same or similar circumstances and professional license. ARCHITECT also agrees to perform its ARCHITECTURAL services as expeditiously as is prudent considering this standard of care. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.
- 6.2 Warranty. If any failure to meet the foregoing standard of care Warranty appears during one year from the date of final completion of the service and ARCHITECT is promptly notified thereof in writing, ARCHITECT will at its expense re-perform the nonconforming work.
- 6.3 The foregoing Warranty is the sole and express warranty obligation of ARCHITECT and is provided in lieu of all other warranties, whether written, oral, implied or statutory, including any warranty of merchantability. ARCHITECT does not warrant any products or services of others. ARCHITECT, however, expressly acknowledges that these warranty obligations do not eliminate the applicability of the standard of care to all of its work and that the OWNER may still retain remedies against ARCHITECT following the expiration of the warranty period in contract, tort, or otherwise as the law allows.

ARTICLE 7. INSURANCE

- 7.1 ARCHITECT will procure and maintain insurance as required by law. At a minimum, ARCHITECT will have the following coverage:
- (1) Workers' compensation and occupational disease insurance in statutory amounts.
 - (2) Employer's liability insurance in the amount of \$1,000,000.
 - (3) Automobile liability in the amount of \$1,000,000.
 - (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
 - (5) Professional errors and omissions insurance in the amount of \$1,000,000.

7.2 ARCHITECT has provided a Statement of Insurance to DEER PARK demonstrating and reflecting that ARCHITECT has procured and maintains insurance coverage in accordance with the requirements stated above. That Statement of Insurance is Attachment C of this Agreement.

ARTICLE 8. INDEMNITY

8.1 **THE ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, BUT ONLY TO THE EXTENT THAT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL.**

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ARCHITECT AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ARCHITECTS LAIBILITY.

8.2 ARCHITECT agrees to and shall contractually require its consultants and subcontractors of any tier to assume the same indemnification obligations to Indemnities as stated herein.

ARTICLE 9. OWNERSHIP OF DOCUMENTS

9.1 As long as DEER PARK is current in the payment of all undisputed invoices, all work product prepared by the ARCHITECT pursuant to this Agreement, including, but not limited to, all Contract Documents, Plans and Specifications and any computer aided design, shall be the sole and exclusive property of DEER PARK, subject to the ARCHITECT's reserved rights.

9.2 ARCHITECT's technology, including without limitation customary techniques and details, skill, processes, knowledge, and computer software developed or acquired by ARCHITECT or its Consultants to prepare and manipulate the data which comprises the instruments of services shall all be and remain the property of the ARCHITECT.

ARTICLE 10. INDEPENDENT CONTRACTOR

- 10.1 The ARCHITECT is an independent contractor and shall not be regarded as an employee or agent of the DEER PARK.

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 11.1 The ARCHITECT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

ARTICLE 12. SAFETY

- 12.1 DEER PARK shall inform the ARCHITECT and its employees of any applicable site safety procedures and regulations known to DEER PARK as well as any special safety concerns or dangerous conditions at the site. The ARCHITECT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.
- 12.2 ARCHITECT shall not have any responsibility for overall job safety at the site. If in ARCHITECT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ARCHITECT may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, ARCHITECT may in its discretion terminate its performance, in which event, DEER PARK shall pay for services and termination expenses as provided in Article 18.

ARTICLE 13. LITIGATION

- 13.1 At the request of DEER PARK, ARCHITECT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which DEER PARK is or becomes a party in connection with the work performed under this Agreement, unless DEER PARK and the ARCHITECT are adverse to one-another in any such litigation.
- 13.2 Any litigation arising out of this Agreement between DEER PARK and ARCHITECT shall be heard by the state district courts of Harris County.

ARTICLE 14. NOTICE

- 14.1 All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by electronic mail, facsimile, certified mail or courier to the address of the respective party or to such other address as such party may designate.

ARTICLE 15. TERMINATION

- 15.1 The performance of work may be terminated or suspended by DEER PARK, for any reason. Such suspension or termination shall be subject to notice of DEER PARK's election to either suspend or terminate the Agreement fifteen (15) days prior to the effective

suspension or termination date. The Notice shall specify the extent to which performance of work is suspended or terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by DEER PARK prior to the completion of services contemplated hereunder, ARCHITECT shall be paid for (i) the services rendered to the date of termination or suspension and reasonable services provided to effectuate a professional and timely project termination or suspension.

ARTICLE 16. SEVERABILITY

16.1 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 17. WAIVER

17.1 Any waiver by either party or any provision or condition of this Agreement shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

ARTICLE 18. GOVERNING LAW

18.1 This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas.

ARTICLE 19. CAPTIONS

19.1 The captions contained herein are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

ARTICLE 20. ENTIRE AGREEMENT

20.1 This Agreement, its articles, provision, terms, and attached Schedules represent the entire understanding and agreement between DEER PARK and ARCHITECT and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.

This Agreement is effective on the last day signed.

Project Luong Architects, LLC

By  _____

The City of Deer Park

By _____

Name Alec Luong, AIA

Name _____

Title Principal - Managing Partner

Title _____

Date June 29, 2024

Date _____

SCHEDULE A SCOPE OF WORK

The proposed project consists of providing construction drawings and specifications for a proposed **ARCHITECTURAL SERVICES FOR THE DESIGN OF THE CITY OF DEER PARK – NEW COURT HOUSE BUILDING** facility. The drawings and specifications will include concept design and programming for the following major components:

ARCHITECTURAL Services & Schedule:

Project Luong Architects, LLC presents this proposal to complete design ARCHITECTURAL and construction services. **Project Luong Architects, LLC** will complete the following tasks:

Based on requirements provided by the City, ARCHITECT will complete necessary ARCHITECTURAL analyses and calculations to design the **New Court House Building** facility. ARCHITECT will hold a design review meeting with Construction Manager, if applicable, and the City to refine all associated documents (i.e., drawings, specifications and all other necessary documents) to ensure that construction is completed in a proper and efficient manner after each submittal.

Formatting Services:

ARCHITECT will work with the City to obtain the proper permits as required by TCEQ, Railroad Commission, and local entities. ARCHITECT will facilitate face-to-face meetings with regulators to fast-track permit approvals. ARCHITECT will provide updates of SPCC and SWPPP plans for the City for the improvements of this project only.

PROJECT LUONG

A.M.D.G.

June 29, 2024

Nicole Ganey
Director of Finance
City of Deer Park
710 E San Augustine Street
Deer Park, Texas, 77536
e. nganey@deerparktx.org
p. +1 281 478 7225

HOUSTON

820 Gessner Rd.
Suite 775
Houston, Texas 77024

+1 346 708 8241

RE: City of Deer Park Court House - Conceptual Design Proposal – R00

Project Number: DEECIT00399

Ms. Ganey,

We appreciate the opportunity for Project Luong (the “Architect”) to work with The City of Deer Park (the “Owner”) on The Deer Park Court House Conceptual Design, a project in Deer Park, Texas. This proposal is based on our project understanding, changes to date including our ongoing correspondence and background information provided by the Owner.

ARTICLE 1 INITIAL INFORMATION

§1.1 Unless otherwise provided in an exhibit to this Proposal, this Proposal is based on the Initial Information set forth below:

§1.1.1 The Owner intends to construct a new municipal courthouse of approximately 15,000 square feet in total area at the location shown below, as indicated in the City of Deer Park New Court House Building RFQ.

EXHIBIT 1 OVERALL SITE MAP



§1.1.2 The Owner's current courthouse is located at 1302 Center Street, Deer Park, Texas, 77536 and is about 23,000 square feet. It is used for typical courthouse activities as well as a municipal theater when not in use by the court. The current court facility consists typical courthouse areas including: court room, restrooms, breakrooms, reception, restricted access areas, offices, mechanical, electrical and plumbing closets. A public parking lot serving the court is on the building's North and Northwest sides. The current courthouse, along with all other buildings located on the site will remain once the court functions have moved out.

§1.1.3 The Owner does not have a current survey of the site and wishes for the Architect to provide those services in this proposal.

§1.1.4 The Owner has not yet conducted a program analysis of the exact space requirements for the future building, not has the Owner established any design guidelines for the aesthetic and layout of the building, other than to locate the site as indicated in the RFQ.

§1.1.5 The Owner has requested that the Architect complete an initial concept design to include programming of the space, and preliminary architectural development for approval by the Owner and for the purposes of establishing a preliminary ROM budget for the project.

§1.2 The Architect may rely on the Information provided by the Owner. Both parties, however, recognize that such information may materially change, and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§2.1 The Architect will work with the Owner to provide a space program of the courthouse based on the existing and future needs of the Municipal Court Department. The Architect will work directly with the department staff to analyze current staffing and space needs and project those needs out through the lifetime of the building.

§2.2 The Architect shall provide conceptual design for the new courthouse building and surrounding site improvements. This design will consider the future program, size, location and supporting functions such as parking, pedestrian circulation, traffic flow and overall relationship of the building to surrounding and adjacent site elements. The Conceptual Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations.

§2.3 The Architect shall prepare and present, for the Owner's approval, the Conceptual Design Documents and associated Opinion of Probably cost. Upon approval of the Conceptual Design, the Architect shall provide a separate proposal for the development of the Construction Documents for the project.

§2.4 The Architect shall provide survey services for the area indicated below. Such survey shall include topography, utilities, boundary, easements, tree and tree canopy, existing buildings and infrastructure, and the adjacent public Right of Ways.



§2.5 The Architect anticipated weekly meetings with the Owner during the Conceptual Design phase to advance the project as expeditiously as possible.

§2.6 The Architect understands no public input is anticipated during this phase of the project, and that the Architect will work with City Staff in their presentation of the design to the City Council.

ARTICLE 3 PROJECT SCHEDULE

§3.1 The Architect anticipated that the Conceptual Design will take 8 to 10 weeks to complete after Notice to Proceed is provided.

ARTICLE 4 COMPENSATION

§4.1 For Conceptual Services described under Article 2, the Owner shall compensate the Architect as follows:

Task	Total
Task 1 - Conceptual Design	\$ 50,000.00
Task 2 - Survey Work	\$ 15,000.00
Total	\$ 65,000.00

§4.2 Project billing will be on a monthly basis and payment will be due within 25 days.

§4.3 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid twenty-five days after the invoice date shall bear interest at the rate of 2%, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

§4.4 For Additional Services requested beyond those described in Section 2, the Architect shall be compensated in addition to the compensation set forth in Section 4.1. The following services constitute Additional Services should they be requested:

§4.4.1 Additional on-site meetings beyond those described above

§4.4.2 Third-Party Inspections

§4.4.3 Marketing Renderings

§4.4.4 Revisions to Approved Work

§4.4.5 Services other than those specifically listed above

§4.5 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

§4.5.1 Transportation and authorized out-of-town travel and subsistence;

§4.5.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;

§4.5.3 Permitting and other fees required by authorities having jurisdiction over the Project;

§4.5.4 Printing, reproductions, plots, and standard form documents;

§4.5.5 Postage, handling, and delivery;

§4.5.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

§4.5.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

§4.6 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

§4.6.1 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth in the attached rate schedule. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

ARTICLE 5 ATTACHMENTS AND AGREEMENTS

§5.1 The following attachments and exhibits, if any, are incorporated herein by reference:

§5.1.1 Project Luong 2024 Rate Schedule

We welcome this opportunity to continue to work with you on this project. Should you have any questions please feel free to contact us at any time.

Regards,



6/29/2024

Alec Luong, AIA – TX LIC. 24095
Principal – Managing Partner
Project Luong Architects, LLC



6/29/2024

Emily Chisholm Luong, AIA – TX LIC. 2996
Principal
Project Luong Architects, LLC

PROJECT LƯƠNG

A.M.D.G.

January 1, 2024

HOUSTON

820 Gessner Rd.
Suite 775
Houston, Texas 77024

+1 346 708 8241

STANDARD RATE SCHEDULE

Except as otherwise set forth in a separate Agreement, the hourly billing rates for services of the Architect's and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and the Architect's consultants normal review practices.

Employee or Category	Rate (\$0.00)
Principal	\$250.00
Director	\$195.00
Project Manager	\$175.00
Sr. Project Architect	\$160.00
Architect / Designer	\$130.00
Production	\$105.00
Admin Support	\$90.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2024

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).

PRODUCER		CONTACT NAME: Mimi Kha	
Insurance Protection Plus		PHONE (A/C, No, Ext): 281-988-0001	FAX (A/C, No): 281-933-1066
12345 Bellaire Blvd. #b3		E-MAIL ADDRESS: agent@ippinsurance.com	
Houston TX 77072		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hiscox Insurance Co	NAIC # 10200
		INSURER B: Progressive County Mutual	29203
		INSURER C: AmGuard Ins Co	42390
		INSURER D: Certain underwriters at Lloyd's	15792
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000.
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.
	<input checked="" type="checkbox"/> Blanket A/I, WOS, PNC						MED EXP (Any one person) \$ 10,000.
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000.
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000.
	<input type="checkbox"/> OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000.
							\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	X	X	03843423	06/30/2024	06/30/2025	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> QTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000.
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	MCWC484406	03/12/2024	03/12/2025	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000.
D	\$5000 Deductible- Per Claim - Claims Made			PSM0139739344	08/12/2023	08/12/2024	E&O/Professional Liab. \$2,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re; Architecture and Design

CERTIFICATE HOLDER	CANCELLATION
	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 MIMI KHA

Endorsement 36

NAMED INSURED: Project Luong Architects, LLC

Blanket Additional Insured - Clients and Lessors of Premises

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

I. The following are added to the end of Section III. Who is an insured:

CL-A. Clients If **you** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, any person or organization for whom **you** are performing operations is an **insured**, but only with respect to liability arising out of:

1. **your** acts or omissions or of those acting on **your** behalf; and
2. the performance of **your** ongoing operations for the additional insured.

A person or organization's status as an additional insured under this subsection CL-A ends when **your** operations for that additional insured are completed.

CL-B. Lessors of premises If **you** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, any person or organization from whom **you** lease any premises is an **insured**, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to **you**.

However, the coverage afforded to such additional insured(s) does not apply to any liability arising out of structural alterations, new construction, or demolition operations performed by or for such additional insured(s).

A person or organization's status as an additional insured under this subsection CL-B ends when **you** cease to be a tenant in the premises.

Endorsement Effective: June 9, 2024

Policy No.: P101.819.819.2



By: Kevin Kerridge
(Appointed Representative)

Endorsement 42

NAMED INSURED: Project Luong Architects, LLC

Primary and Noncontributory Endorsement (Additional Insureds)

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following is added to the end of Section V. Other provisions affecting coverage, D. Other insurance:

Notwithstanding anything to the contrary in this Coverage Part or the General Terms and Conditions, the coverage available under this Coverage Part to any additional insured added by endorsement will be primary and non-contributory, and any other insurance available to the additional insured for the same **claim** or **occurrence** will be specifically excess of the **coverage part limit**, provided that:

1. the additional insured is a named insured under such other insurance; and
2. **you** have agreed in a written contract or agreement that:
 - a. this insurance will be primary; and
 - b. **you** will not seek contribution from any other insurance available to the additional insured.

Endorsement Effective: June 9, 2024

Policy No.: P101.819.819.2



By: Kevin Kerridge
(Appointed Representative)

Endorsement 2

NAMED INSURED: Project Luong Architects, LLC

Waiver of Transfer of Rights of Recovery Against Others

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Terms and Conditions are amended as follows:

SCHEDULE

Person(s) or Organization(s)

TBD

The following is added to the end of Section V. Other provisions affecting coverage, K. Subrogation:

However, with respect to any loss under the General Liability Coverage Part, **you** may waive **your** rights of recovery against the person(s) or organization(s) listed in the Schedule above for:

1. an **occurrence** that caused **bodily injury** or **property damage**;
2. **personal and advertising injury** caused by an offense arising out of **your** business operations; or
3. **bodily injury** and **property damage** included in the **products-completed operations hazard**.

Endorsement Effective: June 9, 2024

Policy No.: P101.819.819.2



By: Kevin Kerridge
(Appointed Representative)

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

Policy Holder:
ALEC ANH LUONG
820 Gessner Rd
Houston, TX 77024

The attached endorsements listed below applies to policy number: 03843423

Form 2366 (02/11) Blanket Additional Insured Endorsement
Form 2367 (06/10) Blanket Waiver of Subrogation Endorsement

Endorsement effective: June 30, 2024

Endorsements listed above are effective until policy cancellation date.

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.