

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into by and between Williamson County, Texas ("County"), BLGY, Inc. ("BLGY"), and JQ + TSEN, LLC ("JQT"). County, BLGY, and JQT are individually each referred to as a "Party" and collectively referred to as the "Parties".

### RECITALS

A. County retained BLGY to design certain improvements to the Williamson County North Campus Facility ("Project"). JQT, as a subconsultant of BLGY, performed some aspects of the structural engineering on the Project.

B. County has paid its Construction Manager at Risk, JKT Vaughn Construction, LLC, for seven (7) change orders in the total amount of \$66,688.00 relating to alleged errors and/or omissions in various project design documents prepared by JQT.

C. The alleged errors and/or omissions in the various project design documents prepared by JQT created a need for construction modifications that were ultimately charged to the County under the said seven (7) change orders, which have been paid to date by County and that are referenced in the County's claim letter dated January 18, 2018, being attached hereto as Exhibit "A".

D. While the Parties may disagree as to entitlement or costs of some of the change orders, the Parties agree that it is in their best interests to resolve any known claims related to actual or potential structural issues and change orders.

E. County currently is not aware of structural change orders or potential structural change order requests other than as set forth in Exhibit "A".

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, promises, obligations and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge by their signatures below, it is agreed that:

#### 1. Payments

JQT (either directly or through its insurance carrier) shall pay to County the sum of \$66,688 within thirty (30) days of the complete execution of this Settlement Agreement and Release.

## 2. Release

Upon receipt of the payment described in section 1 above, County, on behalf of itself, its predecessors, successors, assigns, departments, agents, and related entities hereby fully and forever release, absolve and discharge BLGY, JQT, and their insurers and any entity or person affiliated with BLGY and/or JQT, from all claims, complaints, liabilities, losses, costs, expenses and damages of whatsoever character, nature and kind, which have been or could have been asserted regarding known construction modification costs that were ultimately charged to the County under the seven (7) change orders referenced in the County's claim letter dated January 18, 2018, attached hereto as Exhibit "A".

## 3. Release

Upon the payment described in section 1 above, BLGY and JQT shall fully and forever release and absolve each other and their respective insurers, predecessors, successors, assigns, employees, agents, and related entities from all claims, complaints, liabilities, losses, costs, expenses and damages of whatsoever character, nature and kind, which are the subject of the release in section 2, limited to the change orders set forth in Exhibit "A".

## 4. No Admission of Negligence

This Agreement represents a compromise of claims between the Parties. The execution of this Agreement and the performance hereunder shall not be construed as an admission of negligence.

## 4. Covenant not to Sue

Each Party covenants and agrees not to bring any claim, action, suit or proceeding against any other Party hereto regarding the matters released hereby, except for a breach of, or to enforce, this Agreement.

## 5. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument representing the Agreement.

SIGNED AND AGREED to on this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Williamson County

By: \_\_\_\_\_  
Dan A. Gattis,  
County Judge

SIGNED AND AGREED to on this 19<sup>th</sup> day of March, 2018


JQ + TSEN, LLC

By:  \_\_\_\_\_

Authorized Representative

SIGNED AND AGREED to on this 22<sup>nd</sup> day of March, 2018

BLGY, Inc.

By:  \_\_\_\_\_

Authorized Representative

## Exhibit "A"



General Counsel  
WILLIAMSON COUNTY, TEXAS

January 18, 2018

**BLGY Architecture**  
**Attn: Benny L. Hawkins, AIA**  
**President, CEO**  
**2204 Forbes Drive**  
**Suite 101**  
**Austin, Texas 78754**

**RE: Claim for Reimbursement Relating to the Williamson County North Campus Construction Project**

Dear Mr. Hawkins,

Please be informed that Williamson County is formally requesting reimbursement for amounts paid to Williamson County's Construction Manager-at-Risk, J. T. Vaughn Construction, LLC, for structural change orders due to errors and/or omissions in various project design documents.

The following change orders make up this reimbursement request:

<b>COP#</b>	<b>Description</b>	<b>Amount</b>
6	Structural Steel Scope Revisions per ASI #004	\$14,465.00
12	Building h South Wind Frame Modifications per ASI #010	\$11,221.00
16	Detailing and Model Revisions From Reviewed Structural Shop Drawings	\$9,930.00
18	Field Modifications to Wall and X Bracing due to RFI 135	\$1,747.00
23	Bldg d and g roof framing modifications per ASI # 019	\$15,825.00
25	Bldg b roof framing modifications per ASI# 016	\$8,854.00
38	Operable Partition Support Extension per ASI# 029	\$4,646.00
<b>TOTAL</b>		<b>\$66,688.00</b>

710 Main Street, Suite 200, Georgetown, Texas 78626  
Phone 512.943.3861 hhawes@wilco.org

As noted in the table above, Williamson County is requesting reimbursement for the total amount paid to date for the above-mentioned change orders, which is **\$66,688.00**. If you should need additional information or have any questions relating to this request, please do not hesitate to contact me.

Williamson County appreciates your desire to amicably settle this claim and looks forward to receipt of the funds as soon as possible.

Sincerely,

A handwritten signature in blue ink, appearing to read "H.C. Hawes", written over a horizontal line.

**Hal C. Hawes,  
General Counsel**

cc: Williamson County Judge, Dan A. Gattis