



**AGREEMENT TO TERMINATE**  
**Work Authorization 3 of the First Amended and Restated Agreement for**  
**Architectural and Engineering Services**

**PROJECT:** Williamson County Jail Master Plan (P432) ("Project")

**ARCHITECT/**

**ENGINEER:**

**Talex, Inc., Engineers ("A/E")**  
Thomas R. Alexander, P.E., President  
6300 La Calma Dr., Suite 200  
Austin, Texas 78752

**COUNTY'S DESIGNATED**

**REPRESENTATIVE:**

**Williamson County Facilities Department**  
Director of Facilities  
3101 SE Inner Loop  
Georgetown, Texas 78626

**THIS AGREEMENT TO TERMINATE** that certain **Work Authorization 3 of the First Amended and Restated Agreement for Architectural and Engineering Services, being dated as of October 26, 2021,** ("Termination") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

**R E C I T A L S**

**WHEREAS**, County and A/E are parties to that certain **Work Authorization 3** ("Authorization"), which was issued under **First Amended and Restated Agreement for the Architectural and Engineering Services** ("Agreement") wherein A/E agreed to provide certain professional services in connection with the Project;

**WHEREAS**, County and A/E desire to terminate the Authorization as of the Effective Date set out herein below.

**NOW, THEREFORE**, County and A/E, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, do mutually agree as follows:

## **ARTICLE 1 TERMINATION OF AUTHORIZATION**

### **1.1 Termination.**

On the terms set forth herein, County and A/E mutually agree to terminate the Authorization due to **changes in scope directed by County**. County and A/E agree that such termination shall not affect, terminate or modify the existing and underlying First Amended and Restated Agreement for Architectural and Engineering Services between the parties.

### **1.2 Effective Date of Termination.**

The Effective Date of Termination shall be **October 26, 2021**.

### **1.3 Obligations Prior to Termination.**

Prior to 11:59 pm on the Effective Date of Termination, County and A/E shall continue to comply with all terms of the Authorization.

### **1.4 Obligations Following Termination.**

County and A/E shall have no continued obligations, with the exception of any obligations accruing prior to the Effective Date of Termination and any obligations that extend beyond the Effective Date of Termination under the terms of the Authorization.

## **ARTICLE 2 GENERAL PROVISIONS**

### **2.1 Entire Agreement.**

County and A/E acknowledge that this Termination embodies the entire agreement and understanding between them with respect to the Project and supersedes any prior Agreements, Amendments, Work Authorizations, and Supplemental Work Authorizations relating to the Project. This Termination may not be altered, modified, or discharged except by a writing signed by the party against whom such alteration, modification, or discharge is sought.

### **2.2 Identical Counterparts.**

This Termination may be executed in one or more counterparts, each of which shall, for all purposes, be deemed to be an original and all of which shall collectively constitute the same instrument, but in making proof of this Termination, only one such counterpart need be produced or accounted for.

### **2.3 Representation and Construction.**

By executing this Termination, County and A/E acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Termination.

This Termination shall not be construed against or in favor of any party due to the fact that such party may or may not have authored said Termination or any provision contained herein.

## 2.4 Work Authorizations and Supplemental Work Authorizations.

For purposes of this Termination, the term "Authorization" shall mean and include the **Work Authorization 3 of the First Amended and Restated Agreement for Architectural and Engineering Services** and any Supplemental Work Authorizations issued under it.

### ARTICLE 3 SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Termination and that he/she has full and complete authority to enter into this Termination on behalf of the firm.

IN WITNESS WHEREOF, County has caused this Termination to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND OR MODIFY THIS TERMINATION, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:

**Talex, Inc.. Engineers**

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

Signature

Thomas R. Alexander

Printed Name

President

Title

WILLIAMSON COUNTY:

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

Bill Gravell Jr.

Williamson County Judge

Date Signed: \_\_\_\_\_

Date Signed: 10/26/2021