

## **AGREEMENT TO TERMINATE AGREEMENT FOR CONSTRUCTION SERVICES**

**Project:** Brushy Creek and Fern Bluff Intersections Milling and  
Inlay - IFB Solicitation #22IFB113 ("Project")

**Contractor:** Blacksmith Ventures, LLC ("Contractor")  
1136 Main  
Jacksboro, Texas 76458

**This Agreement To Terminate that certain Agreement for Construction Services** ("Termination") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document, by and between Williamson County, Texas a body corporate and politic under the laws of the State of Texas ("County") and Contractor.

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

**WHEREAS**, County and Contractor are parties to that certain Agreement for Construction Services dated effective July 13, 2022, being awarded to Contractor under Williamson County Invitation for Bid (IFB) Solicitation #22IFB113 ("Agreement"), wherein Contractor agreed to provide milling and inlay construction services in connection with the Project;

**WHEREAS**, County and Contractor desire to terminate the Agreement as of the Effective Date of Termination set out herein below.

**NOW, THEREFORE**, County and Contractor, 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 AGREEMENT**

#### **1.1 Termination.**

On the terms set forth herein, County and Contractor mutually agree to terminate the Agreement.

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

The Effective Date of Termination of the Agreement shall be December 6, 2022.

### **1.3 Completed and Uncompleted Work.**

- 1.3.1** As of the Effective Date of Termination, as set out herein below, County and Contractor agree that Contractor has fully completed the Work set forth in Exhibit "A" with such completion having occurred as of the dates denoted in said Exhibit "A" ("Completed Work").
- 1.3.2** As of the Effective Date of Termination, as set out herein below, County and Contractor agree that Contractor has not commenced or completed the Work set forth in Exhibit "B" ("Uncompleted Work").

### **1.4 Full Payment; Waiver and Release by Contractor; Warranty of Payment**

Contractor hereby agrees that it has been paid by County in full for all labor, services, equipment, or materials furnished on the Project prior to the Effective Date of Termination. For and in consideration of such full payment made by County, the sufficiency of which is acknowledged by Contractor, Contractor, for and on behalf of itself and all persons claiming by, through or under it, hereby releases and forever discharges the County, its Commissioners Court, and all of their officers, directors, employees, attorneys, agents and servants and their respective predecessors, successors and assigns, of and from, any and all claim, loss, liability, damage, cost or expense that arises out of or relates to the Agreement or the Project, from the commencement of the Work through the Effective Date of Termination and whether for contract balances, extra or additional work, change orders, delays, acceleration, disruption, lost productivity or inefficiency, cost escalation, extended home or field office overhead or expense, interest, penalties for late payment, attorneys' fees, or any other financial or economic loss or damage of any kind or nature, and whether arising in tort (including negligence and negligent misrepresentation), in contract or otherwise. Contractor further warrants that it has already paid in full all of the Contractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the Project as of the Effective Date of Termination.

### **1.5 No Waiver by County**

Contractor acknowledges and agrees that County is not releasing Contractor from any liability as to the Completed Work that was performed prior to the Effective Date of Termination and that County's agreement to the terminate the Agreement shall not serve as a waiver of claims arising out of any failure of Contractor's Completed Work to comply with the terms of the Agreement, which may be unknown to the County as of the Effective Date of Termination, nor is County waiving any of the terms and conditions of any warranties required under the Agreement as to the Completed Work.

### **1.6 Obligations Under Agreement Following Termination.**

Contractor shall have no obligation to perform any of the Uncompleted Work and County hereby releases Contractor from any obligations to perform such Uncompleted Work following the Effective Date of Termination. County and Contractor shall have no continued obligations under the Agreement after the Effective Date of Termination, 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 Agreement, which shall include, but not be limited to commissioning and warranty responsibilities in relation to the Completed Work or indemnification obligations, insurance obligations and bond obligations in relation to the Completed Work.

## **ARTICLE 2 GENERAL PROVISIONS**

### **2.1 Entire Agreement.**

County and Contractor acknowledge that this Termination embodies the entire agreement and understanding between them with respect to the Project and supersedes any prior Agreements or Amendments 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 Contractor 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.

## **ARTICLE 3 SIGNATORY WARRANTY**

The undersigned signatory for Contractor 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 Presiding Officer, 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.

**Contractor:**

**Blacksmith Ventures, LLC**

By: 

**Julie Watson-Hayhurst**

Printed Name

**CEO**

Title

Date Signed: **11-22-22**

**County:**

**Williamson County, Texas**

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

Bill Gravell Jr.

Williamson County Judge

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



**Exhibit “A”**

**Completed Work**

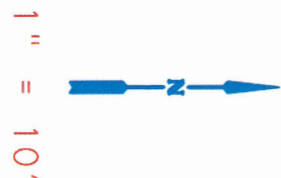





(WORK WAS COMPLETED ON SEPTEMBER 15, 2022 PER 22IFB113)



MILL 2", TACK COAT, AND INLAY 2" HMAC TYPE D



2 OF 3	SHEET	PROJECT: Brushy Creek		BRUSHY CREEK AND FERN BLUFF INTERSECTIONS	WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE 3151 S.E. INNER LOOP GEORGETOWN, TEXAS 78626 512-943-3330 www.wilco.org				
		DATE: 10/26/2022							
		DESIGNED: MVN							
		DRAWN: MVN							
		REVIEWED: KQK							
				GREAT OAKS DR AND HILLSIDE DR					
						NO	DESCRIPTION	BY	DATE





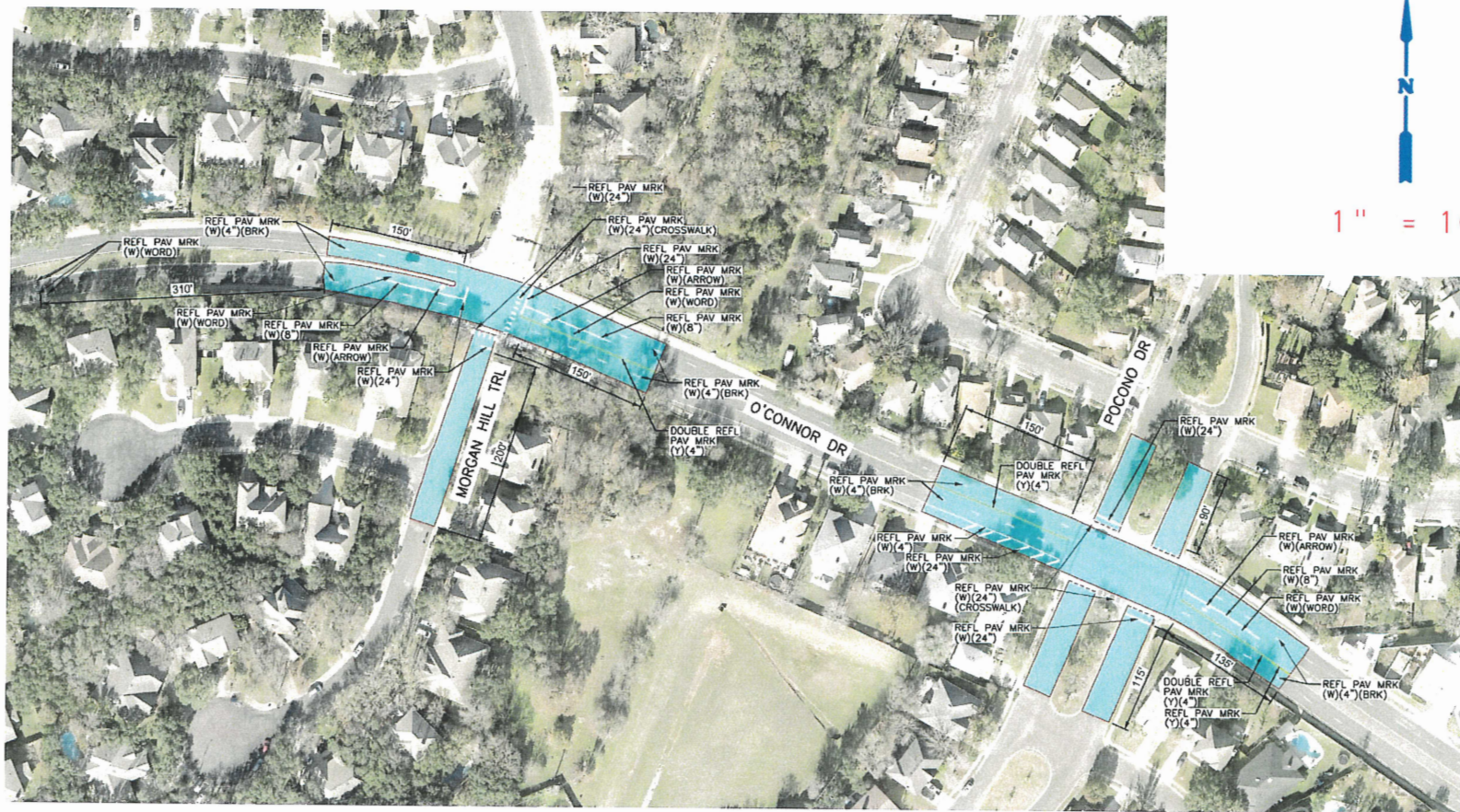
**Exhibit “B”**

**Uncompleted Work**

**(Work was not completed per 22IFB113)**




# EXHIBIT B (WORK WAS NOT COMPLETED PER 22IFB113)



1" = 10'

MILL 2", TACK COAT, AND INLAY 2" HMAC TYPE D

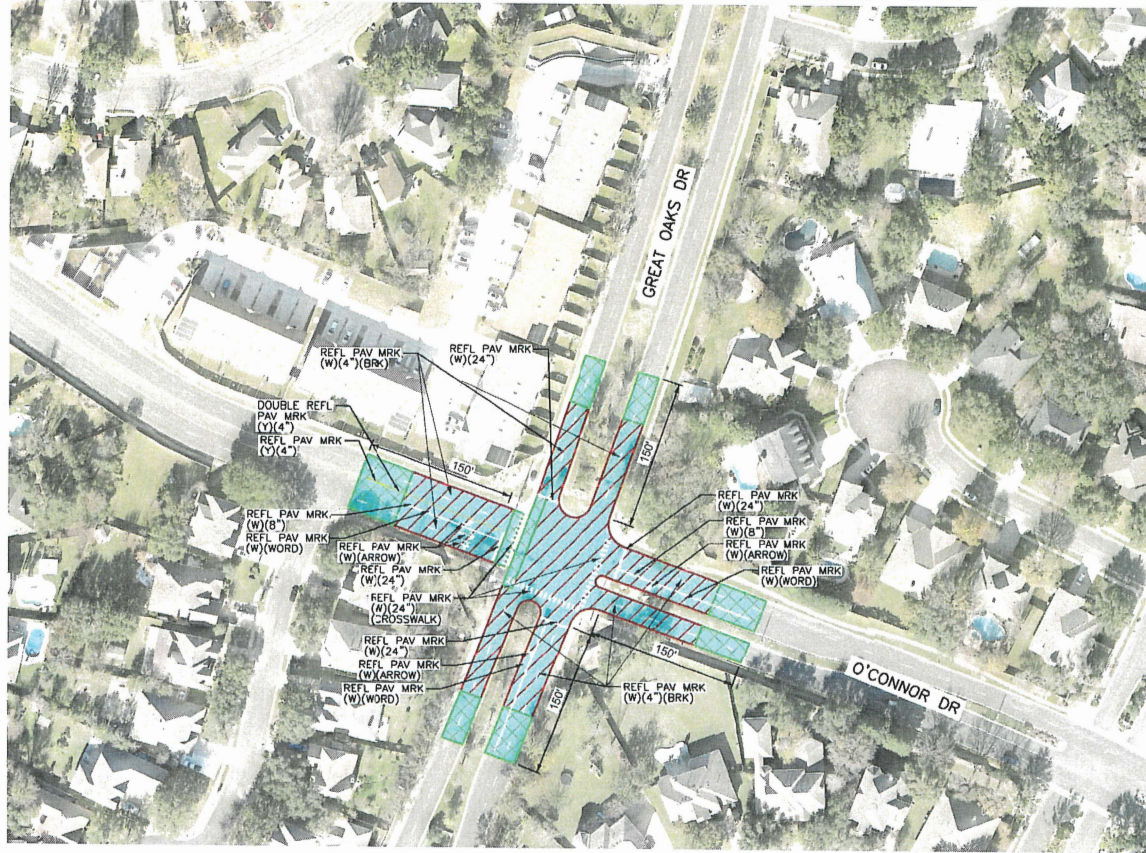
X:\B14\Brusby\creek\PLAN\POCONO AND MORGAN HILL.dgn  
07/17/2022 8:30:47 AM

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE 3151 S.E. INNER LOOP GEORGETOWN, TEXAS 78626 817-246-1300 WWW.WCOG.TX		NO.	DESCRIPTION	BY	DATE
BRUSHY CREEK AND FERN BLUFF INTERSECTIONS					
POCONO DR, MORGAN HILL TRL, AND O'CONNOR DR					
					
PROJECT: Brushy Creek					
DATE: 10/2/2022					
DESIGNED: MWN					
DRAWN: MWN					
REVISED: KOK					
SHEET					
1 OF 4					



X:\B2\Brushy\creek\PLAN\CONCORR+GREAT+OAKS.dgn  
07/17/2022 8:35:46 AM

**EXHIBIT B**  
(WORK WAS NOT COMPLETED PER 22IFB113)



MILL 4", PRIME COAT, AND INLAY 2.5" HMAC TYPE D



MILL 2.5"-4", PRIME COAT, AND INLAY 2.5" HMAC TYPE D

1" = 10'



PROJECT: Brushy Creek		NO	DESCRIPTION	BY	DATE
DATE:	10/7/2022				
DESIGNED:	MVN				
DRAWN:	MVN				
REVIEWED:	KDK				
SHEET					
2 OF 4					
WILLIAMSON COUNTY		WILLIAMSON COUNTY			
		DEPT. OF			
		INFRASTRUCTURE			
		3151 S.E. INNER LOOP			
		GEORGETOWN, TEXAS 78626			
		www.willco.org			
BRUSHY CREEK AND FERN BLUFF INTERSECTIONS		O'CONNOR DR AND GREAT OAKS DR			
