



**GENERAL COUNSEL**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**

401 W 6<sup>TH</sup> STREET, GEORGETOWN, TEXAS 78626

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**January 23, 2024**

**QA Construction Services, Inc.**  
**Attn: Hanh Nguyen, Project Executive**  
**5811 Blue Bluff Road**  
**Austin, TX 78724**

**By Certified Mail R/R/R**  
**No. 7020 1810 0000 4548 6011**

**RE: Notice of Termination of Contract for Construction Management At-Risk Project Delivery for the Williamson County Justice Complex Improvements Project, being dated effective September 26, 2023 ("Contract")**

Dear Mr. Nguyen,

In accordance with Section 12.1.1 of the above referenced Contract, please let this letter serve as notice to QA Construction Services, Inc. ("QA Construction") that Williamson County, Texas ("County") has decided to terminate the Contract. The effective date of termination of the Agreement shall be seven (7) calendar days from the date of your receipt of this notice.

Section 12.1.2 of the Contract provides that, in the event of termination of this Contract pursuant to Paragraph 12.1.1, QA Construction shall be equitably compensated for Preconstruction Phase services based on the services actually performed in relation to the payment schedule set forth in Section 4.1.1 of the Contract, but in no event shall CMAR's compensation exceed the compensation set forth in Section 4.1.

As you are aware, this termination is occurring prior to the commencement of the Construction Phase and prior to the execution of the GMP Proposal. Thus, County shall not be obligated to pay any compensation for Cost of the Work or other Construction Phase type fees, costs or compensation.

Upon receipt of a notice to terminate, QA Construction shall cease all operations under the Contract; take actions necessary for the protection and preservation of the Work, if any; and terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders in relation to the Project. This termination shall not affect any obligations of the parties occurring prior to the termination date.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hal C. Hawes". The signature is stylized with a large initial "H" and a long horizontal stroke at the end.

Hal C. Hawes  
General Counsel  
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