



**OFFICE OF WILLIAMSON
COUNTY JUDGE**

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September 3, 2014

Texcavation Co., LLC
Attn: Robert Smallwood
517 E. Dallas
Fresno, TX 77545

***In re: Mutual Termination of Contract for Construction Services for
Invitation for Bid #14IFB00227 - Tiger Trail Storm Drain
Construction***

To Whom It May Concern:


The purpose of this letter is to confirm our agreement to allow your company, Texcavation Co., LLC, a/k/a Robert Smallwood d/b/a Texcavation Co. (hereinafter referred to as "Texcavation"), to be released from the above-referenced contract immediately and avoid liquidated damages of \$300.00 per day against Texcavation for failure to perform. Specifically, in exchange for release from this contract and payment for services to date in the amount of \$12,948.00, you agree to the following terms and conditions:


- For valuable consideration as set forth above, receipt of which is hereby acknowledged, Texcavation, and its respective current and former predecessors, successors, partners, parents, affiliates, subsidiaries, and all of the aforementioned respective agents, employees, officers, directors, shareholders, attorneys, collection agencies, and other representatives, upon receipt of full payment of the amounts due hereunder, hereby releases and discharges Williamson County, Texas from all claims pertaining to the Contract for Legal Services for Invitation for Bid #14IFB00227 - Tiger Trail Storm Drain Construction that Texcavation may have with respect to disputes between the parties through the date of this agreement;

- Texcavation warrants and represents that it is the sole and lawful owner of all right, title and interest in and to all of the claims released hereby and that it has not heretofore voluntarily or involuntarily, by operation of law or otherwise, assigned or transferred or purported to assign or transfer to any person or entity any claim or any portion thereof;
- Texcavation hereto agrees not to sue Williamson County, Texas or in any way to assist any other person or entity in suing Williamson County, Texas with respect to any claim released hereunder. This Agreement may be pleaded as full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding, which may be instituted, prosecuted, or attempted in breach of the Agreement contained herein; and
- Texcavation expressly agrees that it shall not bid on any Williamson County, Texas Invitations for Bid or Requests for Proposal or seek any work from Williamson County, Texas for a period of five (5) years from the date of this letter agreement as a direct result of the necessity to terminate the contract for the above-mentioned project. Additionally, the County may consider past relations and previous work history in evaluating any future bidding or responses from Texcavation to Williamson County, Texas at any point in the future.

If this accurately reflects our agreement, please indicate by signing below and returning a signed copy of this letter back to our office. Thank you for your usual assistance and courtesies.

ACKNOWLEDGED AND AGREED:


Robert Smallwood
Texcavation Co., LLC
a/k/a Robert Smallwood
d/b/a Texcavation Co.


Hon. Dan Gattis
Williamson County Judge