

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
July 14, 2020
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(None)

REGULAR AGENDA

4. Discuss, consider, and take appropriate action on participating in the Elections Security Assessment offered by the Texas Secretary of State and appoint Richard Semple as Williamson County's Single Point of Contact in relation to the assessment.
5. Discuss, consider and take appropriate action on a Supplemental Agreement No. 5 to Agreement for Landscape Architectural Phase II Services between Williamson County, Texas and Design Workshop, Inc. in relation to the Williamson County River Ranch County Park Project.
6. Discuss, consider and take appropriate action on a Settlement and Release Agreement and Change Order No. 6 between Williamson County, Texas and Ritter Botkin Prime Construction Company, Inc. in relation to the Williamson County River Ranch County Park Project.

7. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and possible future funding and allocation plans in relation to CARES Act funds.
8. Discuss, consider and take appropriate action regarding acceptance of donation(s) of 50 gallons of sanitizer from Wink to Webster Pipeline, LLC to be used for the purpose of Williamson County's response efforts relating to the Coronavirus Disease (COVID-19) response efforts pursuant to Tex. Loc. Gov't Code § 81.032.

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

9. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
 - A. Real Estate Owned by Third Parties
 - Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
 - a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
 - b) Discuss the acquisition of real property for CR 176 at RM 2243
 - c) Discuss the acquisition of real property: O'Connor Signal Project
 - d) Discuss the acquisition of real property: CR 200
 - e) Discuss the acquisition of real property for County Facilities.
 - f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
 - g) Discuss the acquisition of real property for SH 29 @ DB Wood.
 - h) Discuss the acquisition of real property for Hairy Man Rd.
 - i) Discuss the acquisition of real property for N. Mays.
 - j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - k) Discuss the acquisition of real property for CR 111.
 - l) Discuss the acquisition of real property for Corridor H
 - m) Discuss the acquisition of real property for future SH 29 corridor.
 - n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
 - o) Discuss the acquisition of right-of-way for Corridor C.
 - p) Discuss the acquisition of right-of-way for Corridor F.
 - q) Discuss the acquisition of right-of-way for Corridor D.
 - r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
 - s) Discuss the acquisition of right-of-way for Reagan extension.
 - t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.

- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- y) Discuss the acquisition of the MKT Right of Way
- B. Property or Real Estate owned by Williamson County
- Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
 - a) Discuss County owned real estate containing underground water rights and interests.
 - b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
 - c) Potential governmental uses for 8th Street downtown parking lot
 - d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
 - e) Discuss property usage at Longhorn Junction
 - f) Discuss sale of excess 183A right of way to abutting property owner.
 - g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
 - h) Discuss Blue Springs Boulevard
 - i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

- 10.** Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
- a) Business prospect(s) that may locate or expand within Williamson County.
 - b) Wolf Lakes
 - c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
 - d) Project Deliver
 - e) Project Advantage
 - f) Project Cedar
 - g) Project Expansion
 - h) Project Arcos
 - i) Project Woods
 - j) Project Co-Op
 - k) Project Liberty

- 11.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Employee/personnel related matters
 - d) Other confidential attorney-client matters, including contracts and certain matters

related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

- e) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
- f) Case No. 1:17-cv-00290, Rodney A. Hurdsmen v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
- g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
- h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
- i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
- j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
- k) Valerie Adams - EEOC Charge No. 450-2018-03807
- l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
- n) BANGL Pipeline Project
- o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
- p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
- q) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
- r) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
- s) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- t) Claim of Regina Wright.
- u) Law on use of County facilities.
- v) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
- w) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- x) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
- y) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.

z) Legal matters relating to Javier Ambler.
aa) Heather Vargas - Texas Workforce Commission/EEOC Charge.

- 12.** Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

- 13.** Discuss and take appropriate action concerning economic development.
- 14.** Discuss and take appropriate action concerning real estate.
- 15.** Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Employee/personnel related matters
 - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - e) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
 - g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
 - j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - k) Valerie Adams - EEOC Charge No. 450-2018-03807
 - l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
 - m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
 - n) BANGL Pipeline Project

- o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
- p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
- q) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
- r) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
- s) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- t) Claim of Regina Wright.
- u) Law on use of County facilities.
- v) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
- w) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- x) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
- y) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.
- z) Legal matters relating to Javier Ambler.
- aa) Heather Vargas - Texas Workforce Commission/EEOC Charge.

- 16.** Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
- 17.** Comments from Commissioners.

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 9th day of July 2020 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**4.****Meeting Date:** 07/14/2020

Elections security assessment

Submitted For: Valerie Covey**Submitted By:** Valerie
Covey,
Commissioner
Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on participating in the Elections Security Assessment offered by the Texas Secretary of State and appoint Richard Semple as Williamson County's Single Point of Contact in relation to the assessment.

Background

The Texas Secretary of State is offering an Elections Security Assessment to the County at no cost. The assessment will be conducted by AT&T. Chris Davis from Elections and Richard Semple have discussed and would like to participate as a supplement to our other assessments and security.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Brief

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Valerie Covey

Final Approval Date: 07/09/2020

Reviewed By

Andrea Schiele

Date

07/09/2020 11:26 AM

Started On: 07/09/2020 11:16 AM

ELECTION SECURITY ASSESSMENT COUNTY BRIEF

1. Project Background and Description

- i** The Election Security Assessment (ESA) is a security service being offered to all Texas counties as part of the 2018 Help America Vote Act (HAVA) Security Grant awarded to Texas. The Texas Secretary of State (SOS) has partnered with the Texas Department of Information Resources (DIR) to provide the assessment through DIR's Managed Security Services program.

2. Project Scope

- i** Thorough review of Elections Processes, Procedures, Technology and Staff to provide concerns and recommendations to improve the security of the elections process for a County. The ESA includes a site visit by one or more cybersecurity professionals to perform a holistic compliance, vulnerability and security assessment of the entire elections process.

3. Deliverables

- i** The following deliverables are provided as the output of the ESA Process to the County:
 - ✓ Election Security Assessment Scorecard
 - ✓ Election Security Assessment ReportThe deliverable WILL NOT be shared with any entities or individuals outside of the County.

4. Affected Parties

- i** The County official responsible for managing election administration and his or her staff. The official responsible managing voter registration and his or her staff (may be the same as Election Administration). County and Elections, if applicable, IT staff.

5. Affected Business Processes or Systems

- i** The areas that will be reviewed include the voter registration (VR) system, VR application storage, staff security knowledge, election devices, ballot creation process and tools, election results publication and tools, non-connected network and systems, general computer/endpoints, security devices, internet connected election network, network access, vulnerability detection, management tools, maintenance and remote support, threat intelligence, social engineering, external web-site vulnerability testing, third-party risk assessments, and cyber security capability.

6. Specific Exclusions from Scope

- i** The following services are out of scope: remediation for security incidents; onsite support for helpdesk and other IT infrastructure related support; forensic analysis for security incidents; monitoring for network related services; infrastructure management and support beyond those items identified as in scope; and, project management outside of the scope of the ESA.

7. Contract Documents

- i**
 - ✓ Interlocal Contract (ILC) between the County and DIR for Managed Security Services.
 - ✓ Solutions Proposal Package (SPP), which is similar to a scope of work and contains responsibilities for both parties. The SPP has been pre-negotiated by DIR, SOS, and the Vendor. No changes can be made without SOS approval.
 - ✓ Cost Estimate Tool (CET) that lists the total cost for the ESA. This has also been pre-negotiated.

8. High-Level Timeline/Schedule

- i** After the necessary contract documents have been executed and a request for service (RFS) has been issued by the County, the Vendor will contact the County within approximately one week to set up a kick-off meeting. During the kick-off meeting, the Vendor will coordinate the onsite assessment – the timing of which may vary depending on the volume of assessments in the queue statewide. The on-site review will last between three and five days (approximately). The deliverables, i.e., the scorecard and report, will be issued within four to eight weeks after the onsite visit.

9. Payment

- i** Costs within project scope have been pre-negotiated and will be paid by SOS directly to DIR. The County WILL NOT be invoiced.

Commissioners Court - Regular Session**5.****Meeting Date:** 07/14/2020

River Ranch Design Workshop

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce,
Commissioner
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Supplemental Agreement No. 5 to Agreement for Landscape Architectural Phase II Services between Williamson County, Texas and Design Workshop, Inc. in relation to the Williamson County River Ranch County Park Project.

Background

This supplemental agreement is for additional construction observation services to be performed by Design Workshop as a result of the extended construction schedule on the River Ranch County Park Project. Specific services are outlined in the attached agreement. Department point of contact is Russell Fishbeck. This expenditure will be charged to P315 -River Ranch County Park and P465 River Ranch Interpretive Center.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Supplemental Agreement No 5

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 07/08/2020

Reviewed By

Andrea Schiele

Date

07/08/2020 04:19 PM

Started On: 07/08/2020 02:24 PM

SUPPLEMENTAL AGREEMENT NO. 5
TO
AGREEMENT FOR
LANDSCAPE ARCHITECTURAL
PHASE II SERVICES

**WILLIAMSON COUNTY RIVER RANCH COUNTY PARK PROJECT
("Project")**

This Supplemental Agreement No. 5 to Agreement for Landscape Architectural Phase II Services ("Supplemental Agreement No. 5") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Design Workshop, Inc. (the "LA").

RECITALS

WHEREAS, County intends to improve the Williamson County River Ranch County Park, hereinafter called the "Project;"

WHEREAS, County and LA previously executed an Agreement for Landscape Architectural Services dated effective July 16, 2015 (the "Phase I Services Agreement"); and under the Phase I Services Agreement, LA performed and has completed Programming and Master Plan refinement, and Schematic Design services (collectively referred to as "Phase I Services");

WHEREAS, County and LA thereafter executed Agreement for Landscape Architectural Phase II Services, being dated effective August 3, 2016, (the "Phase II Services Agreement") whereby LA agreed to provide Design Development Services, Construction Document Services, Bidding or Negotiation Services and Construction Observation Services, Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services for the Project (collectively referred to herein as "Phase II Services");

WHEREAS, pursuant to Article 4 of the Phase II Services Agreement, County and LA thereafter executed Supplemental Agreement Nos. 1, 2, 3 & 4 in order to add Additional Services that were outside of the LA's Phase II Services, as described in the Phase II Services Agreement;

WHEREAS, pursuant to Article 4 of the Phase II Services Agreement, the County now wishes to extend the Construction Observations services to be provided by LA due to the duration of construction by the construction contractor being longer than originally expected and anticipated by LA; and due to the additional time associated with underground electrical design and construction modifications;

WHEREAS, pursuant to Article 4 of the Phase II Services Agreement, this Supplemental Agreement No. 5 provides a description of the scope of Additional Services that have become necessary, as well as the Additional Services compensation for LA's Additional Services;

WHEREAS, this Supplemental Agreement No. 5 shall serve as a written agreement and authorization for LA to proceed with the Additional Services described herein; and

WHEREAS, it has become necessary to supplement, modify and amend the Phase II Services Agreement in accordance with terms and conditions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the LA agree that the Phase II Services Agreement is supplemented, amended and modified as follows:

I. Scope of Additional Services

The LA and County previously executed Supplemental Agreement No. 4 in order to provide for additional services and additional services compensation in relation to the LA's subconsultants, which were primarily for architecture services with extended Construction Observation (CO) services for civil and structural, and it did not include any necessary additional services for LA at that time. It is now necessary to set forth the following additional services and additional services compensation for the extension of construction observation services to be performed by LA (the "Additional Services"):

A. River Ranch County Park (RRCP) Construction Schedule Extension

Extended construction observation and architect services for RRCP due to extension of construction schedule. This item expands the contracted scope of services to include additional Construction Observation services. According to the prime agreement Exhibit C, signed August 03, 2016, the construction observation duration was to be completed in a maximum of 40 weeks with construction related activities lasting no more than 12 months. The construction contract began on November 09, 2018 with a substantial completion date of November 09, 2019. The current contractual substantial completion date has extended from November 09, 2019 to August 08, 2020 with a final completion date of September 08, 2020.

LA shall provide additional construction observation and architect services as defined in Agreement for Landscape Architectural Phase II Services, signed August 3, 2016, in relation to the RRCP through the anticipated construction final completion date of September 08, 2020. During such time, LA shall provide up to 10 additional site visits for construction observation, excluding multiple or partial substantial completion reviews, or any combination thereof.

B. River Ranch Interpretative Center (RRIC) Construction Observation Services for Duration Not Within Contract

Extended construction observation and architect services for RRIC due to construction of

RRIC not overlapping with RRCP in its entirety per general conditions and the RRIC additional services agreement. Current RRIC schedule: anticipated substantial completion date is September 3, 2020 and final completion is October 3, 2020 per the construction contractor's provided schedule and contract.

LA shall provide additional construction observation and architect services in relation to the RRIC through the anticipated construction final completion date of October 03, 2020. This item extends the LA services through October 03, 2020, but do not increase the contracted scope of services.

C. RRCP Substantial and Final Reviews, Additional Site visits, and Field Reports

LA shall provide additional site visits, field reports, multiple or partial substantial completion reviews, or any combination thereof, and final completion acceptance walks such that the total number of visits shall not exceed eight (8) additional visits and field reports. One (1) site visit shall consist of no more than 2-persons for four (4) hours.

II. Additional Services Fee

In accordance with Article 11 of the Phase II Services Agreement, LA will provide the Additional Services described herein for the additional lump sum fee of **\$82,929.00**, which is allocated as follows:

Additional Construction Observation for RRCP:	\$76,029.00
Additional Construction Observation for RRIC:	\$ 4,000.00
Substantial and Final Reviews:	\$ 2,900.00

III. Schedule

LA will perform the Additional Services while providing the Phase II Services and the parties will mutually agree to a minor adjustment of the LA's schedule, as necessary.

IV. Compromise and Settlement of Construction Contractor Change Events 68, 69 & 70

As a part of the Phase II Services, LA provided Construction Documentation services (100% Bid Documents) and assisted the County in the bidding, selection and negotiation process for the procurement of County's construction contractor on the Project, Ritter Botkin Prime Construction Company, Inc. ("Construction Contractor"). During the course of work on the Project, County's Construction Contractor submitted certain claims for extra and additional compensation based on the Construction Contractor's claims that the bid tab/price sheet quantities set out in the Construction Documents and bid documents failed to provide sufficient quantities of product or units that were necessary and required for the Project. County's Construction Contractor submitted such claims for extra and additional compensation to the County in the form a Change Event 68 in the amount of \$37,420.35, Change Event 69 in the amount of \$178,869.75 and Change Event 70 in the amount of \$239,794.65.

LA, thereafter, disputed and denied Construction Contractor's Change Events 68, 69 & 70 and asserted the Contract Documents required the Construction Contractor to adequately review the plans and specifications for the Project prior to submitting its bid/proposal and required the Construction Contractor to provide the better quality or greater quantity of work that may be required for the Project, all of which was disputed by the Construction Contractor.

County and the Construction Contractor have agreed to amicably settle the Construction Contractor's claims in relation to the above-mentioned Change Events 68, 69 & 70. LA has reduced the additional services fee for the Additional Services set out herein by \$10,000.00 as consideration for County's agreement hereunder to release of LA from any claims, causes of action, damages, costs, and expenses arising out of or relating to the Construction Contractor's requests for additional compensation and time extensions in relation to Construction Contractor's Change Events 68, 69 & 70. Nothing in this agreement is to be construed as an admission of wrongdoing or liability by either County or LA and the agreement and release set out under this Section IV. reflects a compromise of a disputed claim.

V. Terms of Agreement Control and Extent of Supplemental Agreement No. 5

All Additional Services described herein will be performed in accordance with the terms and conditions of the Phase II Services Agreement. All other terms of the Phase II Services Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

VI. IN WITNESS WHEREOF, the County and the LA have executed this Supplemental Agreement No. 5, in duplicate, to be effective as of the date of the last party's execution below.

LA:

Design Workshop, Inc.

By: 

Printed Name: Claire Hempel

Title: Principal

Date: July 8, 2020

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr.,
County Judge

Date: _____, 20____

Commissioners Court - Regular Session**6.****Meeting Date:** 07/14/2020

Settlement Release Agreement & Change Order No. 6

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce,
Commissioner
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Settlement and Release Agreement and Change Order No. 6 between Williamson County, Texas and Ritter Botkin Prime Construction Company, Inc. in relation to the Williamson County River Ranch County Park Project.

Background

This change order is related to scope changes associated with street lights (Change Event #68), underground electric conduit related to site lighting (Change Event #69) and underground electric conduit related to site utility. Funding source is P315 owner contingency. Department point of contact is Russell Fishbeck.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Settlement Release Agreement
Change Order No. 6
RR Park Change Order Tracking Log

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 07/08/2020

Reviewed By

Andrea Schiele

Date

07/08/2020 05:19 PM

Started On: 07/08/2020 03:31 PM

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (“Agreement”) is made by and between the **Williamson County, Texas** (“Owner”) and **Ritter Botkin Prime Construction Company, Inc.** (“Contractor”). From time to time throughout this Agreement, the foregoing firms or entities shall be referred to collectively as the “Parties” or individually as a “Party” to this Agreement.

WHEREAS, Owner, after conducting a public procurement process pursuant to the Texas County Purchasing Act, entered into a written contract with Contractor entitled Agreement Between Owner and Contractor, dated effective as of November 9, 2018 (“Contract”), pursuant to which Contractor agreed to perform certain construction work in connection with the construction of certain additions and alterations to Owner’s River Ranch County Park Phase I Development (the “Project”), as to which Design Workshop, Inc. serves as Architect (“Architect”).

WHEREAS, during the course of work on the Project, Contractor submitted certain claims for extra and additional compensation based on Contractor’s claim that changes in quantities of product or units were necessary and required for the Project.

WHEREAS, Contractor submitted such claims for extra and additional compensation to the Owner in the form a Change Event 68 in the amount of \$37,420.35, Change Event 69 in the amount of \$178,869.75 and Change Event 70 in the amount of \$239,794.65, which are more fully identified on **Exhibit “1”** hereto (collectively referred to herein as the “Change Events”).

WHEREAS, the Owner’s Architect disputed and denied the Change Events and asserted the Contract Documents require the Contractor to adequately review the plans and specifications for the Project prior to submitting its bid/proposal and required the Contractor to provide the better quality or greater quantity of work that may be required for the Project, all of which was disputed by the Contractor.

WHEREAS, on or about March 24, 2020, the Contractor, by and through its attorney, submitted a written claim to Owner for the amounts set forth in the Change Events, which totaled \$456,084.75.

WHEREAS, thereafter the parties met on several occasions in an effort to amicably resolve their disputes.

WHEREAS, the parties have agreed to amicably resolve their disputes and desire to set forth the terms thereof in writing.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Additional Compensation to Be Paid by the Owner. Owner agrees to pay to Contractor the total sum of TWO HUNDRED SEVENTY-FOUR THOUSAND SIX HUNDRED TWENTY-FIVE AND 65/100 Dollars (\$274,625.65) (the "Owner Settlement Payment"), in the time and manner hereinafter set forth, in full satisfaction of the Contractor's claims as hereinafter set forth, including the Change Events. The Owner Settlement Payment consists of three components, as follows:

- a. The sum of NINETEEN THOUSAND SIX HUNDRED FORTY-EIGHT AND 75/100 Dollars (\$19,648.75) in full satisfaction for Contractor's Change Event 68, which shall be added to the Contract Sum by Change Order No. 6 in the form attached hereto as **Exhibit "2;"**
- b. The sum of ONE HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED EIGHTY-ONE AND 75/100 Dollars (\$146,781.75) in full satisfaction for Contractor's Change Event 69, which shall be added to the Contract Sum by Change Order No. 6 in the form attached hereto as **Exhibit "2;"** and
- c. The sum of ONE HUNDRED EIGHT THOUSAND ONE HUNDRED NINETY-FIVE AND 15/100 Dollars (\$108,195.15) in full satisfaction for Contractor's Change Event 70, which shall be added to the Contract Sum by Change Order No. 6 in the form attached hereto as **Exhibit "2."**

2. Additional Contract Time. In addition to the Owner Settlement Payment, Owner and Contractor agree to add an additional Thirty (30) days to the Contract Time in relation to Contractor's Change Event 70, which shall be set forth in Change Order No. 6 in the form attached hereto as **Exhibit "2."**

3. Time and Manner of Payments.

a. When this Agreement is executed by Contractor and thereafter approved by the Williamson County Commissioners Court, which is the governing body of the Owner, and has been executed by its presiding officer, the parties will execute Change Order No. 6 attached hereto as **Exhibit "2."** The Contractor will then submit its Application for Payment to the Owner, requesting payment of the sum referenced in the change order, as authorized in Paragraph 1. above. The Owner will pay such amount to the Contractor in the time and manner required by the further provisions of the Contract Documents.

4. Release of Claims by the Contractor. Except as hereinafter provided, for and in consideration of both the payments to be made by Owner pursuant hereto and the addition of Contract Time set herein above, the sufficiency of which are acknowledged by Contractor, as well as the mutual promises and covenants herein contained, and effective upon the payment of all sums due under this Agreement, Contractor, for and on behalf of itself and all persons claiming by, through or under it, hereby releases and forever discharges the Owner, its Commissioners Court, Architect, and all of their officers, directors, shareholders, 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 Contract or the Project,

from the commencement of the Work through the Effective Date of this Agreement 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, including, without limitation, the Change Events as more fully set forth on **Exhibit "1"**. Provided, however, that the provisions of this paragraph are not intended to, and shall not release or discharge any claim or defense which the Contractor may have against: (a) other contractors on the Project; (b) the Owner for contract retainage, if any, earned by the Contractor but not yet paid; (c) the Owner for Work shown as incomplete and yet to be performed by Contractor as of as of the Effective Date of this Agreement. Notwithstanding anything otherwise provided herein, the Release of Claims by Contractor contained herein is specifically limited to those claims between Contractor and Owner as they relate to the Project. Nothing herein shall be construed or interpreted to release any potential claims between Contractor and Owner for projects other than River Ranch County Park Phase I Development.

5. Acknowledgement and Representations of Contractor Regarding Contract Documents. Contractor hereby reaffirms its prior agreement and acknowledgment that it is the intent of the Contract Documents to describe a functionally complete project to be constructed in accordance with the Contract Documents and that any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. Contractor also reaffirms that it has had an opportunity to examine, and has carefully reexamined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the Contract Sum stated in the Agreement plus any increases or decreases properly authorized by Change Order or Construction Change Directive following the Effective Date of this Agreement.

6. Quantities of Products/Units. Except for any increases or decreases in quantities of products/units due to changes in the Work that are properly authorized by Change Order or Construction Change Directive following the Effective Date of this Agreement, Contractor hereby agrees that all quantities set out in the Contract Documents, as amended and modified by Change Orders Nos. 1-6, are sufficient and that no additional quantities shall be necessary in order for Contractor to complete the construction of the Project in accordance with the Contract Documents and that no future claims for additional compensation will be made in relation to contentions that additional quantities are necessary in order to complete the construction of the Project in accordance with the Contract Documents and that no future claims for additional Contract Time will be necessary in order to complete the construction of the Project in accordance with the Contract Documents.

7. Completion, Final Close Out and Final Payment. Nothing set forth in this Agreement is intended or shall be construed to alter the requirements of the Contract Documents for: (a) completion of the Work, including the Work shown as incomplete and yet to be performed by Contractor as of the Effective Date of this Agreement, (b) final close-out and (c) final payment, which requirements shall continue in accordance with their terms. The parties acknowledge that the Work remaining incomplete as of the Effective Date of this Agreement is presently scheduled to be substantially completed on or before August 8, 2020.

8. Common Terms as to All Parties.

a. Nothing in this Agreement shall constitute an admission of liability with regard to the subject matter of this Agreement. By entering into this Agreement, no Party intends to make, nor shall they be deemed to have made, any admission of any kind. The parties agree that they are entering into this Agreement solely as an accommodation for the purposes of settling certain disputes between them and to avoid the cost of further litigation with respect to these disputes. This Agreement is the product of informed negotiations and compromises of previously stated legal positions. This Agreement shall be deemed to fall within the protection afforded to compromises and offers to compromise and settle claims by the Texas Rules of Evidence and the parties to this Agreement agree to its inadmissibility in any proceeding except an action to enforce any provision of this Agreement.

b. In executing this Agreement, no Party has relied upon any oral or written promises, representations or covenants of any other Party or any other Party's representatives except as are expressly provided for herein. The Parties acknowledge that they have each been represented by counsel of their own choosing and that they have carefully and thoroughly reviewed this Agreement, in its entirety, with counsel, that they understand the import and significance of this document, that they are competent to execute this Agreement, and that they are duly authorized to execute this Agreement. The Parties each acknowledge that in executing this Agreement they have relied solely on their own judgment, belief and knowledge, and such advice as they may have received from their own counsel, and that they have not been influenced by any representation or statements made by the opposing Party or opposing counsel.

c. This Agreement shall be binding upon the Parties hereto, their predecessors, successors, parents, wholly and partially owned subsidiaries, affiliates, assigns, agents, directors, officers, employees, attorneys, heirs and personal representatives.

d. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

e. Should any litigation be commenced to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys fees and all costs of litigation from the

Party(ies) which breached the terms of this Agreement. A breach by one Party to this Agreement shall not diminish the rights, remedies, and defenses of any non-breaching Party.

f. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. Facsimile signature pages and/or signature pages in or other electronic format shall have the same force and effect as original signatures.

g. Each Party shall bear its own costs, expenses, and attorneys fees in connection with this Agreement and all actions contemplated hereby, unless otherwise expressly noted herein.

h. No addition, amendment, or modification to this Agreement shall be effective unless set forth in a writing signed by all Parties that have executed this Agreement.

i. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

j. Except as otherwise defined or set out herein, any capitalized terms in this Agreement shall have the same meanings given to them in the Contract Documents.

k. The Parties agree that this Agreement constitutes the entire agreement between the Parties on the subject matter hereof and supersedes all other oral or written understandings or agreements among the parties regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have each executed this Settlement and Release Agreement by and through a duly authorized officer to be effective as of the last Party's execution below ("Effective Date").

OWNER:

Williamson County, Texas

By: _____
Name: _____
Title: _____
Date: _____, 20____

CONTRACTOR:

Ritter Botkin Prime Construction Company, Inc.

By: BR
Name: Brian Ritter
Title: President
Date: June, 2020

EXHIBIT "1"

CHANGE EVENTS



Prime Construction Company Inc.
20907 Martin Lane
Pflugerville, Texas 78660
P: (512) 244-7799
F: (512) 990-9886

Project: 02.18010 - River Ranch County Park Phase 1 Improvements
1751 County Road 282
Liberty Hill, Texas 78642

CHANGE EVENT #068 - Street Lights

Origin:

Date Created: 2/20/2020

Status: Open

Type: TBD

Description: Credit (1) pedestrian lights @ \$2,961.25/ea per bid item unit price

- Bid Item #64
- Qty included: 10
- Qty needed: 9

Supply and install (5) additional street lights @ \$8,076.32/ea per bid item unit price

- Bid Item #65
- Qty included: 60
- Qty Needed: 65

Created By: Brian Ritter

Scope: Out of Scope

Change Reason: Design Development

*** Will need to verify the current cost of the street lights and adjust price if supplier quotes a higher price.

Attachments:

CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
			ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
			\$(2,961.25)		\$(2,961.25)	\$(2,961.25)			\$(2,961.25)	\$0.00	
		Description: (1) Deduct Pedestrian Lights									
			\$40,381.60		\$40,381.60	\$40,381.60			\$40,381.60	\$0.00	
		Description: (5) Additional Street Lights									
Grand Totals			\$37,420.35	\$0.00	\$37,420.35	\$37,420.35	\$0.00	\$0.00	\$37,420.35	\$0.00	\$0.00



Prime Construction Company Inc.
20907 Martin Lane
Pflugerville, Texas 78660
P: (512) 244-7799
F: (512) 990-9886

Project: 02.18010 - River Ranch County Park Phase 1 Improvements
1751 County Road 282
Liberty Hill, Texas 78642

CHANGE EVENT #069 - Site Lighting - Conduit

Origin:
Date Created: 2/20/2020
Status: Open
Type: TBD
Description: Supply and install 6,325lf of additional underground Electric Conduit, Complete & In Place @ \$25.63/lf
- Bid Item #68
- Qty Included: 5,316
- Qty Needed: 11,641
Time adjustment required: 30 days

Created By: Brian Ritter
Scope: Out of Scope
Change Reason: Design Development

Attachments:

CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
			ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
			\$162,109.75		\$162,109.75	\$162,109.75			\$162,109.75	\$0.00	
		Description: Additional Conduit									
			\$16,760.00		\$16,760.00	\$16,760.00			\$16,760.00	\$0.00	
		Description: General Conditions									
Grand Totals			\$178,869.75	\$0.00	\$178,869.75	\$178,869.75	\$0.00	\$0.00	\$178,869.75	\$0.00	\$0.00



Prime Construction Company Inc.
20907 Martin Lane
Pflugerville, Texas 78660
P: (512) 244-7799
F: (512) 990-9886

Project: 02.18010 - River Ranch County Park Phase 1 Improvements
1751 County Road 282
Liberty Hill, Texas 78642

CHANGE EVENT #070 - Site Utility - Conduit

Origin:

Date Created: 2/20/2020

Created By: Brian Ritter

Status: Open

Scope: Out of Scope

Type: TBD

Change Reason:

Description: Supply and install 2,402lf of additional underground Electrical Conduit, Complete and In Place @ \$68.99/lf
- Bid Item #187
- Qty Included: 4,911lf
- Qty Needed: 7,313lf

Supply and install 8007lf of additional underground Electrical Conduit Only (shared trench) @ \$7.16/lf*
- Bid Item #187
- Qty Included: 0
- Qty Needed: 8007
* Includes concrete back fill where necessary

Time Adjustment Required: 30 days

Attachments:

CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
			ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
			\$165,713.98		\$165,713.98	\$165,713.98			\$165,713.98	\$0.00	
		Description: Supply and install 2,402lf of Conduit									
			\$57,320.67		\$57,320.67	\$57,320.67			\$57,320.67	\$0.00	
		Description: Supply and install 8007lf of Conduit									
			\$16,760.00		\$16,760.00	\$16,760.00			\$16,760.00	\$0.00	

			Revenue			Cost					
Cost Code	Cost Type	Vendor / Contract	ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost	Over/ Under	Budget Mod.
Description: General Conditions											
Grand Totals			\$239,794.65	\$0.00	\$239,794.65	\$239,794.65	\$0.00	\$0.00	\$239,794.65	\$0.00	\$0.00

EXHIBIT “2”

CHANGE ORDER NO. 6



PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCTUSA.COM

20907 Martin Ln Pflugerville, TX 78660

(office) 512.244.7799

(fax) 512.990.9886

River Ranch County Park Phase 1 Development Change Order No. 06

This Change Order Estimate includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) **Williamson County** (Owner):

SCOPE:

Furnish and install all materials, tools and labor required for the following scopes of work:

Change Event #068: Street Lights

\$19,648.75

- Credit (1) pedestrian lights @ \$2,961.25/ea per bid item unit price
- Bid Item #64
- Qty included: 10
- Qty needed: 9
- Supply and install (5) additional street lights @ \$8,076.32/ea per bid item unit price
- Bid Item #65
- Qty included: 60
- Qty Needed: 65

Change Event #069: Site Lighting – Conduit

\$146,781.75

- Supply and install 6325lf of additional underground Electric Conduit, Complete & In Place @ \$25.63/lf
- Bid Item #68
- Qty Included: 5,316
- Qty Needed: 11,641

Change Event #070: Site Utility – Conduit

\$108,195.15

- Supply and install 757lf of additional underground Electrical Conduit, Complete and In Place @ \$68.99/lf
- Bid Item #187
- Qty Included: 4,911lf
- Qty Needed: 5,668lf
- Supply and install 7,817lf of additional underground Electrical Conduit Only (shared trench) @ \$7.16/lf*
- Bid Item #187
- Qty Included: 0
- Qty Needed: 7,817
- * Includes concrete back fill where necessary
- Time Adjustment Required: 30 days



PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCUSA.COM

20907 Martin Ln Pflugerville, TX 78660

(office) 512.244.7799

(fax) 512.990.9886

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated above. This change order will only become effective, in whole, with signatures from both parties noted below.

Current Contract Amount: \$ 12,587,496.47

Change Order 06: \$ 274,625.65

New Contract Amount: \$ 12,862,122.12

Williamson County

Signature / Date

Printed Name

Prime Construction Company Inc.

BR 6/19/2020

Signature / Date

Brian Ritter

Printed Name

Design Workshop

Signature / Date

Printed Name



PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM

20907 Martin Ln Pflugerville, TX 78660

(office) 512.244.7799 (fax) 512.990.9886

River Ranch County Park Phase 1 Development Change Order No. 06

This Change Order Estimate includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) **Williamson County** (Owner):

SCOPE:

Furnish and install all materials, tools and labor required for the following scopes of work:

Change Event #068: Street Lights

\$19,648.75

- Credit (1) pedestrian lights @ \$2,961.25/ea per bid item unit price
 - Bid Item #64
 - Qty included: 10
 - Qty needed: 9
- Supply and install (5) additional street lights @ \$8,076.32/ea per bid item unit price
 - Bid Item #65
 - Qty included: 60
 - Qty Needed: 65

Change Event #069: Site Lighting – Conduit

\$146,781.75

- Supply and install 6325lf of additional underground Electric Conduit, Complete & In Place @ \$25.63/lf
 - Bid Item #68
 - Qty Included: 5,316
 - Qty Needed: 11,641

Change Event #070: Site Utility – Conduit

\$108,195.15

- Supply and install 757lf of additional underground Electrical Conduit, Complete and In Place @ \$68.99/lf
 - Bid Item #187
 - Qty Included: 4,911lf
 - Qty Needed: 5,668lf
 - Supply and install 7,817lf of additional underground Electrical Conduit Only (shared trench) @ \$7.16/lf*
 - Bid Item #187
 - Qty Included: 0
 - Qty Needed: 7,817
- * Includes concrete back fill where necessary
- Time Adjustment Required: 30 days



PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM

20907 Martin Ln Pflugerville, TX 78660

(office) 512.244.7799 (fax) 512.990.9886

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated above. This change order will only become effective, in whole, with signatures from both parties noted below.

Current Contract Amount: \$ 12,587,496.47

Change Order 06: \$ 274,625.65

New Contract Amount: \$ 12,862,122.12

Williamson County

Signature / Date

Printed Name

Prime Construction Company Inc.

BR 6/19/2020
Signature / Date

Brian Ritter
Printed Name

Design Workshop

Claire Hempel 6/23/20
Signature / Date

Claire Hempel
Printed Name

Williamson County - Job Cost Tracking Log

Project: P315 / P351 - Roads

River Ranch County Park Phase I

Change Order: #1, #2, #3, #4, #5, #6

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	Funding Breakdown		Total Updated Contract Amount
				Cost of Work	Owner Contingency	
Contract - NTP 11.26.18			365	\$ 11,040,192.26	\$ 2,000,000.00	\$ 13,040,192.26
1	12/11/2018	Contractor	90	\$ 763,953.00	\$ (763,953.00)	\$ 13,040,192.26
2	4/2/2019	Owner	0	\$ 91,115.00	\$ (91,115.00)	\$ 13,040,192.26
3	9/30/2019	Contractor	0	\$ 251,554.00	\$ (251,554.00)	\$ 13,040,192.26
4	11/26/2019	Owner	135	\$ 384,847.27	\$ (384,847.27)	\$ 13,040,192.26
5	5/19/2020	Contractor	0	\$ 55,834.94	\$ (55,834.94)	\$ 13,040,192.26
6	7/14/2020	Contractor	30	\$ 274,625.65	\$ (274,625.65)	\$ 13,040,192.26
7						\$ 13,040,192.26
8						\$ 13,040,192.26
9						\$ 13,040,192.26
10						\$ 13,040,192.26
11						\$ 13,040,192.26
12						\$ 13,040,192.26
13						\$ 13,040,192.26
14						\$ 13,040,192.26
15						\$ 13,040,192.26
16						\$ 13,040,192.26
17						\$ 13,040,192.26
18						\$ 13,040,192.26
19						\$ 13,040,192.26
20						\$ 13,040,192.26
21						\$ 13,040,192.26
22						\$ 13,040,192.26
23						\$ 13,040,192.26
24						\$ 13,040,192.26
25						\$ 13,040,192.26
26						\$ 13,040,192.26
27						\$ 13,040,192.26
			620	\$ 12,862,122.12	\$ 178,070.14	\$ 13,040,192.26

Commissioners Court - Regular Session**8.****Meeting Date:** 07/14/2020

Donation sanitizer

Submitted For: Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding acceptance of donation(s) of 50 gallons of sanitizer from Wink to Webster Pipeline, LLC to be used for the purpose of Williamson County's response efforts relating to the Coronavirus Disease (COVID-19) response efforts pursuant to Tex. Loc. Gov't Code § 81.032.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/09/2020

Reviewed By

Andrea Schiele

Date

07/09/2020 11:25 AM

Started On: 07/09/2020 11:15 AM

Commissioners Court - Regular Session

9.

Meeting Date: 07/14/2020

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: O'Connor Signal Project
- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of real property for future SH 29 corridor.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center

y) Discuss the acquisition of the MKT Right of Way

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.

- b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard
- i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/09/2020

Reviewed By

Andrea Schiele

Date

07/09/2020 10:40 AM

Started On: 07/09/2020 10:37 AM

Commissioners Court - Regular Session**10.****Meeting Date:** 07/14/2020

Economic Development

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods
- j) Project Co-Op
- k) Project Liberty

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

07/09/2020 10:38 AM

Form Started By: Charlie Crossfield

Started On: 07/09/2020 10:37 AM

Final Approval Date: 07/09/2020