

JUL -9 2021

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Jim Simpson

TODAY'S DATE: June 30, 2021

DEPARTMENT:

X County Attorney's Office

SIGNATURE OF DEPARTMENT HEAD:

X _____

REQUESTED AGENDA DATE:

X July 9, 2021

SPECIFIC AGENDA WORDING:

Consideration and Approval of Agreement with AUI Partners, LLC AIA A133-2019 Exhibit A Guaranteed Maximum Price Amendment for Construction Costs for the Johnson County Sheriff's Office Administration Building Remodel Project.

Authorization for Co Judge to Sign
Approval and Authorization of NOTICE TO PROCEED with work on the Johnson County Sheriff's Office Administration Building Remodel Project

Authorization for Co. Judge to Sign
PERSON(S) TO PRESENT ITEM: Bill Moore

SUPPORT MATERIAL: AIA A133-2019 Exhibit A Guaranteed Maximum Price Amendment; Notice to Proceed

TIME:

10 minutes

ACTION ITEM:

X

WORKSHOP:

(Anticipated number of minutes needed to discuss item)

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: _____ X _____

ISS DEPARTMENT: _____

AUDITOR: _____ X _____

PURCHASING DEPARTMENT: _____ X _____

PERSONNEL: _____

PUBLIC WORKS: _____ X _____

BUDGET COORDINATOR: _____ X _____

OTHER:

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____

Date _____



13600 Heritage Pkwy, Suite 150
Fort Worth, Texas 76177
P 817.926.4377 F 817.926.6416

June 15, 2021

Johnson County Sheriff's Office Renovation Guaranteed Maximum Price Proposal

AUI Partners, LLC is please to present the following GMP proposal for the Johnson County Sheriff's Office Renovation project for your review.

	<u>Description</u>	<u>GMP</u>
1	Demolition	\$41,351.00
	- interior/exterior	
2	SWPPP/Erosion Control	\$3,500.00
3	Earthwork	\$86,000.00
	- misc grading	
	- 7% Lime at 6 inches under paving	
4	Asphalt Repair/Seal Coat	\$38,500.00
5	Pavement Markings	\$6,500.00
6	Landscape Allowance	\$25,000.00
7	Fence/Gates	\$17,500.00
	- cedar screen wall	
	- security mesh/gate	
8	Concrete	\$105,410.00
	- 5 inch paving	
	- 2nd floor slab	
	- stair/porch	
9	Masonry/Stucco	\$20,000.00
	- wall infill	
	- stair/porch	
10	Steel	\$241,090.00
	- training room structure	
	- stairs/railings	
	- trellis/canopies	
11	Millwork	\$24,550.00
	- cabinets/countertops	
12	Insulation/Roofing	\$150,000.00
13	Sealants/Waterproofing	\$9,650.00
14	Doors/Frames/Hardware	\$48,887.00
15	Glass/Storefront	\$143,300.00

	- windows		
	- skylights		
	- storefront		
16	Drywall		\$304,074.00
	- walls		
	- ceilings (alternate tile included)		
	- insulation		
	- acoustical panels		
17	Flooring		\$62,131.00
	- carpet/rubber base		
	- vct		
	- wall/floor tile		
18	Painting		\$49,735.00
19	Misc Specialties		\$39,872.00
	- partitions/accessories		
	- lockers		
	- fire extinguisher cabinets		
	- column covers		
20	Mechanical		\$197,896.00
21	Plumbing		\$78,450.00
22	Electrical		\$260,000.00
23	Fire Protection		\$56,600.00
24	Fire Alarm		\$36,851.00
25	Freight Lift		\$40,000.00
	Subtotal:		\$2,086,847.00
26	General Conditions/Requirements		\$276,600.00
27	Fee/Overhead (1.5%)		\$35,452.00
28	Insurance/Bonds (2%)		\$47,978.00
	Total:		\$2,446,877.00
	Owner Contingency		\$219,728.00
	GMP Total:		\$2,666,605.00

Qualifications:

1. Owner's Contingency in the amount of **\$219,728** is included in the GMP to be used at the owner's discretion. Any funds not used will be refunded 100% to the owner upon completion of the project.
2. GMP is based on contract drawings prepared by Robert Durham Architecture dated 10/1/2020.
3. New roof at Sheriff's Office Building only. New roof will consist of removal of existing top layer, adding 3 inches insulation (assume there is 1.5 inches of insulation existing), and install new 60 mil TPO top layer. No repairs to existing roof deck included.
4. Construction cores included for doors, final keying and cores by owner.
5. Voice, Data, A/V, Cable TV Wire & Equipment, Access control, Security, and Alerting to be provided and installed by the owner. Raceways and back boxes are included.
6. Additional cost savings options of:

Alternate Light fixture Package	(\$30,000.00)
Alternate Ceiling Tile	(\$40,000.00)
Lime in Lieu of 8 inch Base at Paving	(\$5,500.00)
Misc Plumbing Items	(\$5,000.00)

The above items are incorporated into the GMP but are subject to final review and approval to determine final cost saving amount.

7. Payment and Performance Bonds are included.

Exclusions:

1. Permit fees and impact fees of any kind.
2. Franchise utility fees of any kind.
3. Material Testing (to be by owner).
4. Rock excavation and trenching (no Geo-technical report provided).
5. Removal of hazardous or contaminated materials, asbestos, buried trash or debris.
6. Relocation of existing underground utilities.
7. Sales Tax.

Sincerely,
AUI Partners, LLC.



Dustin Stiffler
President

AIA[®] Document A133[™] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 28__ day of June_____ in the year 2021, is incorporated into the accompanying AIA Document A133[™]-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 15__ day of June_____ in the year 2021 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Johnson County Sheriff's Administration Building
1102 E. Kilpatrick
Cleburne, Texas 76033

THE OWNER:
(Name, legal status, and address)

Johnson County
2 North Main Street
Cleburne, Texas 76033

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

AUI Partners, LLC, A Texas Limited Liability Company
13600 Heritage Pkwy - Suite 150
Fort Worth, Texas 76177
Phone: (817) 926-437
Fax: (817) 926-4387

TABLE OF ARTICLES

- A.1 **GUARANTEED MAXIMUM PRICE**
- A.2 **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 **INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 **CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE **§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million Six Hundred Sixty Six Thousand Six Hundred Five Dollars and 00/100 Dollars (\$ 2,666,605.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See Guaranteed Maximum Price Proposal dated 6/15/21 attached hereto as Exhibit A-1.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Per Exhibit A-1	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Per Exhibit A-1		

§ A.1.1.6 **Unit prices, if any:**

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The date of Commencement will be established in a notice to proceed issued by the Owner.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment. Notwithstanding anything herein to the contrary, the Contract Time will not begin to run until: a) this Amendment has been approved by the Johnson County Board of Commissioners; and Construction Manager has received b) a fully executed copy of this Amendment; c) a Notice to Proceed with the Work from Owner; and c) receipt of applicable construction permits.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () months from the date of commencement of the Work.

By the following date: 01/31/2023

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
As Provided in the Contract Documents			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

As provided in the Contract Documents

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

As prepared by Robert Durham Architecture titled "Bid Issue" dated 10/1/2020.

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
.1 Owner's Contingency (for use at the Owner's discretion)	\$ 219,728
.2 Landscaping	\$25,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Exhibit A-1.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

N/A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

Johnson County:

Roger Harmon
Roger Harmon
As Johnson County Judge
Date 7-9-21

AUI PARTNERS, LLC:

[Signature]
Authorized Representative of
AUI Partners, LLC
Date 6/28/21

Rick Bailey, Comm Pct. #1 For Judge Harmon

Attest:

Becky J. May
Becky J. May
County Clerk, Johnson County
Date 7-9-21

DUSTIN STIFFLER
DUSTIN STIFFLER
Printed Name:
PRESIDENT
Title



Init.

Additions and Deletions Report for AIA[®] Document A133[™] – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:51:37 ET on 06/29/2021.

PAGE 1

This Amendment dated the 28 day of June in the year ~~2021~~, is incorporated into the accompanying AIA Document A133[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 15 day of June in the year 2021 (the "Agreement")

...

Johnson County Sheriff's Administration Building
1102 E. Kilpatrick
Cleburne, Texas 76033

...

Johnson County
2 North Main Street
Cleburne, Texas 76033

...

(Name, legal status, and address)

AUI Partners, LLC, A Texas Limited Liability Company
13600 Heritage Pkwy - Suite 150
Fort Worth, Texas 76177
Phone: (817) 926-437
Fax: (817) 926-4387

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million Six Hundred Sixty Six Thousand Six Hundred Five Dollars and 00/100 Dollars (\$ 2,666,605.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See Guaranteed Maximum Price Proposal dated 6/15/21 attached hereto as Exhibit A-1.

...

Per Exhibit A-1

...

Per Exhibit A-1

...

N/A

...

Established as follows:

...

The date of Commencement will be established in a notice to proceed issued by the Owner.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment. Notwithstanding anything herein to the contrary, the Contract Time will not begin to run until: a) this Amendment has been approved by the Johnson County Board of Commissioners; and Construction Manager has received b) a fully executed copy of this Amendment; c) a Notice to Proceed with the Work from Owner; and c) receipt of applicable construction permits.

PAGE 3

Not later than () ~~calendar days~~ months from the date of commencement of the Work.

By the following date: 01/31/2023

...

As Provided in the
Contract Documents

...

As provided in the Contract Documents

...

As prepared by Robert Durham Architecture titled "Bid Issue" dated 10/1/2020.

...

N/A

PAGE 4

.1 Owner's Contingency (for use at the
Owner's discretion) \$ 219,728

.2 Landscaping \$25,000.00

...

See Exhibit A-1.

...

N/A

...

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

Johnson County:

Roger Harmon

As Johnson County Judge

Rick Bailey, Comm. Ct. #1

Attest: For Judge Harmon

Becky Bailey
County Clerk, Johnson County

7-9-21

Date



7-9-21

Date

AUI PARTNERS, LLC:

Authorized Representative of
AUI Partners, LLC


Date

Printed Name:

Title

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Dustin Stiffler, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:51:37 ET on 06/29/2021 under Order No. 8435966680 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

PRESIDENT

(Title)

6/29/21


(Dated)

**NOTICE TO PROCEED WITH CONSTRUCTION SERVICES
RELATED TO THE JOHNSON COUNTY SHERIFF'S OFFICE
ADMINISTRATION BUILDING REMODELING PROJECT**

This NOTICE TO PROCEED is issued by Johnson County, Texas to AUI Partners, LLC, pursuant to the terms of the AIA A201-2017 General Conditions of the Contract for Construction and the AIA A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor (Construction Manager at Risk) and incorporated documents executed by AUI Partners and by Johnson County, and specifically including the AIA A133-2019 Exhibit A Guaranteed Maximum Price Exhibit approved July 9, 2021 by the Johnson County Commissioner's Court.

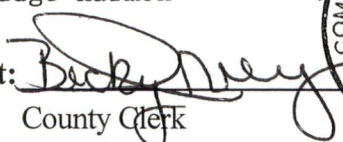
The Commissioners Court has reviewed and approved the AIA A133-2019 Exhibit A Guaranteed Maximum Price Amendment signed by Dustin Stiffler of AUI Partners, LLC on June 28, 2021.

The Commissioners Court of Johnson County, Texas hereby provides to AUI Partners, LLC this Notice to Proceed with the performance of construction services as set forth in the above described documents and agreements.



Johnson County Judge
The Honorable Roger Harmon
Rick Bailey, Comm. Pct #1
For Judge Harmon

Date 7-9-21

Attest: 

County Clerk

Date 7-9-21

