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**Board of Commissioners  
 Agenda Item Transmittal Form  
 Procurement/Contract Transmittal Form**

<b>Type of contract:</b> 1 year    Multi-year    Single Event	<b>Contract #:</b> C-2023-149-CO4 <b>BOC Approval Date:</b>
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<input type="checkbox"/> <b>Submission Information</b> Contact Name: Andrew Hammer x7268 Department: General Services  Project Title: Judicial Administrative Complex - Construction Packet#4 (fGMP)  Funding Account Number: 352-1565-541305-11 <i>W</i>  Contract amount: \$24,383,750 Contract Type: Goods (x) Services ( ) Grant ( ) Contract Action: New ( ) Renewal ( ) Change Order (x) Original Contract Number: C-2023-149	<input type="checkbox"/> <b>Vendor Information</b> Vendor Name: McCarthy Barnsley, A Joint Venture IV  Address: 2727 Paces Ferry Road SE Building Two, Suite 1600 Address: Atlanta, GA 30039 Email: slangdon@barnsleygroup.com Phone #: 404-273-2271 Contact: Steve Langdon  Term of contract: Per existing contract terms
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<p style="text-align: center;"><b>Chief Financial Officer Signature</b></p> I have reviewed the attached contract, and the amount is approved for processing. <i>Michelle Hayes</i> 12/4/2024 Signature:                                      Date:	<p style="text-align: center;"><b>Procurement Manager Signature</b></p> I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. <i>Quinn Malone</i> 11/14/24 Signature:                                      Date:
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*Key provided*

**Detailed Summary of Contract:**

McCarthy-Barnsley is the contracted construction manager for the Judicial Administrative Complex and has submitted the attached package for the construction of the new Courthouse and Administration buildings. This is the fourth package out of four and will complete all items for the project. The first construction package was for the electrical panels. The second package was for the sitework, foundations, and steel. This third package was for all remaining items for the new Courthouse and Administration buildings such as walls, ceilings, finishes, air conditioning, electrical, plumbing, security, and all other items to complete construction. The fourth and last package is for the second phase of the project which entails the roadwork and parking garage, which will be built after the existing staff are moved into the new facilities, as well as the renovations of the existing courthouse facility. General Services recommends approval of this Guaranteed Maximum Price Amendment.

<b>Department Head/Elected Official Signature:</b> <i>[Signature]</i>	<b>Date:</b> <i>11/14/24</i>
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*2024-644*



November 13, 2024

Sue Sanders, Chief Operating Officer  
Rockdale County  
962 Milstead Avenue  
Conyers, GA 30012

Reference: Rockdale County Judicial and Administrative Complex  
Recommendation to Authorize Final Guaranteed Maximum Price (fGMP)

Dear Chief Sanders:

Please accept our recommendation to award Final Guaranteed Maximum Price (fGMP) for the project. The scope of work is outline in the attached letter from McCarthy + Barnsley.

Summary of Authorization:

Previously Authorized Amounts <i>(Preconstruction, CGMP No. 1, CGMP No. 2, and CGMP No. 3)</i>	\$93,618,956.05
fGMP <i>(current authorization recommendation)</i>	\$24,383,750.00
Total Current Commitment	\$118,002,705.05

McCarthy + Barnsley has confirmed the budget numbers for these subcontractors are aligned with targets in the overall construction budget for the specific scopes of work being authorized.

The subcontractor selection process used to develop the fGMP was competitive and advertised through multiple channels. The selection was made by McCarthy + Barnsley, and in all instances, the lowest bidders are recommended for subcontractor awards. With this letter, CPS is seeking permission to issue a notice to proceed with the work, which will be contingent upon the BOC's approval of the fGMP.

Comprehensive Program Services, Inc. recommends authorization of fGMP to McCarthy + Barnsley.

Sincerely,

Megan Kocikowski  
Vice President

Enclosure: McCarthy + Barnsley letter and fGMP



# AIA® Document A133® – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the \_\_\_\_ day of \_\_\_\_\_ in the year 2024, 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 26<sup>th</sup> day of September in the year 2023 (the "Agreement")  
*(In words, indicate day, month, and year.)*

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

Rockdale County Judicial and Administrative Complex Conyers, GA  
**THE OWNER:**  
*(Name, legal status, and address)*

Rockdale County Board of Commissioners  
962 Milstead Avenue NE  
Conyers, GA 30012

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

McCarthy Barnsley, A Joint Venture IV  
2727 Paces Ferry Road SE  
Building Two, Suite 1600  
Atlanta, GA 30339

### 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

**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.

**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.

**§ A.1.1.1**

PO #	Scope	Amount
C-2023-149	Pre-Construction Phase Services	\$462,921.05
C-2023-149-CO1	CGMP #1	\$612,627.00
C-2023-149-CO2	CGMP #2	\$30,235,482.00
C-2023-149-CO3	CGMP #3	\$62,307,926.00
C-2023-149-CO4	fGMP	\$24,383,750.00
	Total	\$118,002,705.05

The Contract Sum is increasing with execution of this GMP Amendment by an amount not to exceed \$24,383,750.00. The total Contract Sum, inclusive of Pre-Construction Phase Services and CGMP #1, CGMP #2, CGMP3 is guaranteed by the Construction Manager not to exceed One hundred and eighteen million two thousand seven hundred and five and five cents (\$ 118,002,705.05 ), 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 Exhibit H "Component fGMP – "Phase 2 Full Package" for itemized amount totaling \$ 24,383,750.00 which is in addition to Article 5 Preconstruction Phase Services for compensation of \$462,921.05, Component GMP No.1 – Early Procurement Release Compensation of \$612,627.00, Component GMP No. 2 – "Phase 1 Sitework, Foundation & Structure" for itemized amount totaling \$30,235,481.00, and Component GMP No. 3 – "Phase 1 Full Package" for itemized amount totaling \$62,307,926.00.

**§ 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
N/A	N/A

**§ 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
NA	NA	NA

**§ 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.)*

Init.

(Table deleted)

See Exhibit H: Component GMP No. 3 for unit prices.

## 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 commencement date was initiated through the issuance of a notice to proceed. The notice to proceed was issued by the County on Friday October 25, 2024.

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.

§ 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 eight hundred eighty two ( 882 ) calendar days from the date of commencement of the Work.

By the following date:

Substantial Completion is based on a final GMP Board of Commissioners approval by December 31, 2024.

§ 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
Phase I: Administrative Building & New Courthouse	642 Calendar Days After Notice to Proceed

§ 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
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§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Ref. Exhibit H for list of contract documents

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

Ref. Exhibit H for list of contract documents

Number	Title	Date
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§ 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
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Other identifying information:

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

Item	Price
<b>General</b>	
Vault Support Wall Demolition and Support	\$ 63,756
Elevator Shaft Code Upgrades	\$ 50,600
Clerk of Court IT in Historic/Elevator Equipment Room Change	\$ 111,608
Escalation Contingency	\$ 315,061
Design and Estimating Contingency	\$ 231,230
3 Mobilizations for Annex Renovation	\$ 111,320
<b>Demolition</b>	
Removal of Furniture in Annex	\$ 70,900
<b>Concrete</b>	
Wall with Stone Look Mock-Up	\$ 17,712
<b>General Works/Signage</b>	
Auto Operators at Annex	\$ 30,360
Signage - Annex	\$ 36,241
Signage - Parking	\$ 16,799
Signage - Site	\$ 7,590
<b>Fireproofing</b>	
Patching at Annex	\$ 15,180
<b>Paint</b>	
Painting Stone-Like Finish on Milstead Walls	\$ 50,600
<b>HVAC</b>	
Conformance Set	\$ 50,600
<b>Electrical</b>	

Door Strikes Annex

\$ 15,180

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

Ref. Exhibit H fGMP – Clarifications & Assumptions

§ 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.)

Ref. Exhibit H fGMP RFI log

**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.

OWNER (Signature)

*Osborn Nesbitt, Sr. Chairman*

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

*Justin Brogan*  
Justin Brogan Senior Vice President Operations

(Printed name and title)

**ATTEST:**

\_\_\_\_\_  
Jennifer O. Rutledge, County Clerk

Approved as to form

\_\_\_\_\_  
M. Qader A. Balg, County Attorney



October 31, 2024

Megan Kocikowski  
Comprehensive Program Services  
3368 Hardee Avenue  
Atlanta, Georgia 30341

RE: Rockdale County Judicial Administration Complex  
Component fGMP – Annex, Parking Deck, Public Defender & Remaining Site Trades

Dear Megan,

Please see the attached Final Component Guaranteed Maximum Price (fGMP) Proposal to release the remaining trades for the Site, Annex Renovation, Parking Deck, and Public Defender Building. McCarthy Barnsley has evaluated subcontractor proposals in determination of the selected subcontractor for this procurement package. Below you will find a summary of the RFP and evaluation as well as supporting documentation.

- Annex Renovation, Parking Deck & Site
  - Selective Demolition
  - Building Demolition
  - Concrete
  - Masonry
  - Steel
  - Ornamental Metals
  - Millwork
  - Joint Sealants & Waterproofing
  - Fireproofing
  - Roofing
  - Glass & Glazing
  - Drywall, Framing, & Ceilings
  - Flooring
  - Painting
  - Signage
  - Canopies
  - Amphitheater Structure
  - Detention Equipment
  - Window Treatments
  - Elevators
  - Fire Protection
  - Plumbing
  - HVAC





- Electrical
  - Shoring
  - Aggregate Piers
  - Paving
  - Paving Specialties
  - Synthetic Turf
  - Fences & Gates
  - Landscaping
- 
- Solicitation – Contact with subcontractors was provided as below:
    - Engagement and Solicitation via Building Connected solicitation software
  - Documents made available to subcontractors:
    - Design Documents per Drawing and Spec Log attached within packet
    - Geotechnical Report
    - RFI Responses
  - Evaluation of RFP Responses were based on the following:
    - Firm's Capabilities & Qualifications
    - Local Participation Plan
    - Lowest Qualified Bid

Sincerely,  
McCarthy Barnsley



Jamie Phillips  
Project Director

Cc: Rob Schulten, Tyler Isgett, Steve Langdon, Beau Barth, Ana Popp, Amelle Kouba, Griffin Hall