RESOLUTION NO. 2015-10-120

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION TO APPROVE AN AMENDMENT TO THE CONTRACT FOR CONSTRUCTION AND GENERAL CONDITIONS FOR THE CITY CENTER PROJECT BETWEEN THE CITY OF SANDY SPRINGS AND HOLDER CONSTRUCTION GROUP, LLC ("CONTRACT") AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT

WHEREAS, on June 16, 2015 at a regular Council meeting, City Council adopted a resolution approving the a certain Contract for Construction and General Conditions for the City Center Project ("Contract") between the City of Sandy Springs ("City") and Holder Construction Group, LLC ("Holder"); and

WHEREAS, the Contract, among other things, provides that the Guaranteed Maximum Price ("GMP") is to be agreed to by the City and finalized in November, 2015; and

WHEREAS, the Contract further authorizes Holder to spend up to $12,631,702.00 to complete some construction work prior to the approval of the GMP ("Early Release Work") including, but not limited to, certain site preparation, demolition, and foundation work which is necessary to complete the public components of the City Center project ("Project") on or before December 15, 2017; and

WHEREAS, the date for finalizing the GMP for the Project is now anticipated to be on or before January 15, 2016; and

WHEREAS, in order to move forward with construction of the Project as scheduled, City Council desires to authorize additional interim funding in the amount of $2,000,000.00, bringing the total amount of interim funding prior to GMP to $14,631,702.00; and

WHEREAS, pursuant to this increase, Holder may incur Project costs up to an amount equal to $14,631,702.00 for the performance of Early Release Work based on drawings by Rosser International, Inc., dated September 4, 2015, and subsequent drawings and specifications to be issued by Rosser International, Inc., provided that Holder first obtain prior written authorization from the City that identifies (i) the increase in the total Project cost amount that Holder cannot exceed, and (ii) additional drawing packages and other contract documents on which the performance of the Early Release Work will be based; and

WHEREAS, pursuant to Section 2.2.1 of the Contract, an amendment to the Contract for the purpose of additional Early Release Work is accomplished by change order; and

WHEREAS, the change order attached to this resolution, including the Early Component Release attached thereto as Exhibit A ("Change Order") is in compliance with the requirements of the Contract and, when executed, will effectively amend the Contract; and

WHEREAS, City Council desires to move forward with construction of the Project, to approve the attached Change Order recommended by staff and City Consultants, and to authorize the City Manager to execute the Change Order; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia, while in regular session on October 6, 2015, at 6:00 p.m., as follows:

1. The attached Change Order is hereby approved; and

2. The City Manager is hereby authorized to execute the Change Order; and

3. The City Manager and the City Attorney are hereby authorized to make such minor revisions to the Change Order as may be deemed reasonable, necessary, and in the best interest of the City prior to execution by the City Manager; and

4. The City Manager and City Attorney are hereby authorized to take such actions deemed necessary or prudent to effectuate the intent of this resolution.

RESOLVED this the 6th day of October, 2015.

Approved:

Russell K. Paul, Mayor

Attest:

Michael D. Casey, City Clerk

(Seal)

ATTACHMENT

CHANGE ORDER

CHANGE ORDER

PROJECT NAME: CITY OF SANDY SPRINGS, GA, CITY CENTER PROJECT

OWNER: CITY OF SANDY SPRINGS, GA

CONSTRUCTION MANAGER: HOLDER CONSTRUCTION GROUP, LLC

DATE OF AGREEMENT: JUNE 30, 2015

DATE OF THIS CHANGE ORDER: OCTOBER 6, 2015

CHANGE ORDER NUMBER: 1

The Agreement between Owner and Construction Manager (the "Agreement") is changed as follows:

Pursuant to Section 2.2.1 of the Agreement, the Owner hereby authorizes an increase in the interim funding prior to GMP to $14,631,702.00 for the completion of additional Early Release Work as set forth herein. The Construction Manager may incur Project costs up to an amount equal to $14,631,702.00 for the performance of additional Early Release Work based on drawings by Rosser International, Inc. dated September 4, 2015 and subsequent drawings and specifications to be issued by Rosser International, Inc. Notwithstanding the increase in interim funding prior to GMP to $14,631,702.00, Construction Manager is not authorized to exceed total Project costs in excess of $12,631,702.00 for the performance of the Early Release Work (or otherwise) without first obtaining prior written authorization from the Owner's Representative. Each such written authorization from the Owner's representative will identify (i) the increase in the total Project cost amount that Construction Manager cannot exceed (which, in no event, will such increase cause the interim funding prior to GMP to exceed $14,631,702.00), and (ii) additional drawing packages and other Contract Documents on which the performance of the Early Release Work will be based. In no event shall Construction Manager be authorized to incur more than a total of $14,631,702.00 prior to the execution of the GMP Change Order.

Clarification 3(b) of Exhibit H is replaced with the following language: GMP Change Order issued by January 15, 2016.

Construction Manager is not presently aware of any schedule impacts related to the drawings by Rosser International, Inc. dated September 4, 2015. For the avoidance of doubt, Construction Manager is not waiving any claim it may have against the Owner for any adjustment in the Contract Time due to schedule impacts based on those drawings, provided that Construction Manager would otherwise be entitled to an adjustment in the Contract Time under the Contract Documents.

Unless otherwise defined herein, all capitalized terms used in this Change Order shall have the meanings ascribed to them in the Agreement. Except as expressly changed herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The Contract Time is hereby [increased] ~~[decreased]~~ by the following number of calendar days: 0

The Construction Manager hereby waives and releases any claim it may have against the Owner for any adjustment in the Contract Time resulting from, or related to, the change reflected in this Change Order, except as agreed to above.

The Contract Sum / GMP is hereby [increased] ~~[decreased]~~ by $2,000,000.00

The Construction Manager hereby waives and releases any claim it may have against the Owner for any adjustment in the Contract Sum / GMP arising out of, or related to, the changes reflected in this Change Order, including, but not limited to, any claim for damages due to delay, disruption, hindrance, impact, interference, inefficiencies or extra work arising out of, resulting from, or related to, the change reflected in this Change Order, except as agreed to above.

Original Contract Sum / GMP: $12,631,702.00

Net Change by Previous Change Orders: $0

Contract Sum / GMP before this Change Order: $12,631,702.00

Increase in this Change Order: $2,000,000.00

Contract Sum / GMP, as adjusted by this Change Order: $14,631,702.00

Substantial Completion Date, as adjusted previously: See Exhibit H of the Agreement.

[Increase] ~~[Decrease]~~ in Contract Time: 0 days

New Substantial Completion Date: The Substantial Completion Dates stated in Exhibit H of the Agreement remain unchanged.

Upon execution of this Change Order by Owner and Construction Manager, the above-referenced change shall become a valid and binding part of the original Agreement without exception or qualification, unless noted in this Change Order. Any language in proposals or other documents attached hereto that conflict with the terms contained herein is null and void.

Owner	**Construction Manager**
By: _____	**By:** _____
Date: _____	**Date:** _____