

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION TO AUTHORIZE AN INCREASE TO THE GUARANTEED
MAXIMUM PRICE FOR CONSTRUCTION OF THE CITY SPRINGS PROJECT,
AND TO PROVIDE FOR A TIME EXTENSION, AS ESTABLISHED BY CHANGE
ORDER PURSUANT TO THE PROVISIONS OF A CERTAIN CONTRACT FOR
CONSTRUCTION BETWEEN THE CITY OF SANDY SPRINGS, GA
(subsequently assigned to the City of Sandy Springs Public Facilities Authority) AND
HOLDER CONSTRUCTION GROUP, LLC, DATED JUNE 30, 2015, AND TO
AUTHORIZE THE SANDY SPRINGS CITY MANAGER TO EXECUTE THE
CHANGE ORDER**

WHEREAS, on June 16, 2015 at regular Council meeting, City Council adopted a resolution approving a certain Contract for Construction (“Contract”) between the City of Sandy Springs, GA (“City”) (subsequently assigned to the City of Sandy Springs Public Facilities Authority) and Holder Construction Group, LLC (“Holder”) for constructing the City Springs project (“Project”); and

WHEREAS, pursuant to the Contract, Holder agreed that the cost to the City of performing the work under the Contract, including the cost of the work described therein, the general conditions costs, and Holder’s fee, shall not exceed the Guaranteed Maximum Price (“GMP”), as established by change order pursuant to the Contract; and

WHEREAS, on February 16, 2016, City Council approved a GMP of \$180,057,353.00 for the Project by change order, in accordance with Contract provisions; and

WHEREAS, the Contract provides that an adjustment to the GMP may be made as authorized by written change order; and

WHEREAS, on August 16, 2016, Council again approved an increase to the GMP resulting in a GMP value of \$188,956,290.00 for the Project for transfers from the City held budgets for equipment, design evolution/completion, differing site conditions, and scope changes; and

WHEREAS, the City has assigned the Contract to the City of Sandy Springs Public Facilities Authority (“Authority”), and the Authority has appointed the Sandy Springs City Manager (“City Manager”), as its General Manager to handle the day-to-day affairs of the Authority; and

WHEREAS, Holder has now submitted for approval another change order (“Change Order #7”) for two basic purposes: to increase the GMP value by the amount of \$2,854,088.00, for a new GMP value of \$191,810,378.00; and to request a time extension for fifty-six (56) calendar days; and

WHEREAS, the increase to the GMP is due to scope and value additions to the Project, including: park fountain, hardscape, and site power upgrades; finalized Mt. Vernon and Bluestone festival layout and infrastructure; exterior and interior door and security upgrades; performing arts center wood finish and acoustical upgrades; office building envelope design detailing completion and glass upgrade; and revised construction duration; and

WHEREAS, the time extension requested by Holder in Change Order #7 is for the following: one (1) week for delayed start to precast; six (6) weeks for extended precast installation; and one (1) week for extended roofing installation; and

RESOLUTION NO. 2017-03-35
Public Facilities Authority

WHEREAS, Change Order #7, when executed, will effectively be added to the Contract; and

WHEREAS, City staff and consultants recommend that the Authority approve the following: an increase in the GMP value of \$2,854,088.00 for a total GMP of \$191,810,378.00; and an extension in Contract time of fifty-six (56) calendar days, all as described in the attached Change Order #7; and

WHEREAS, City staff and consultants further recommend that the Authority authorize the City Manager to execute the attached Change Order #7; and

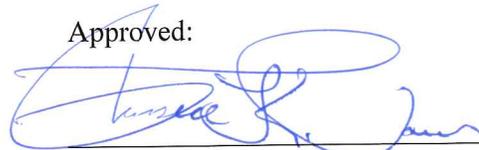
WHEREAS, the Authority desires to approve Change Order #7, as recommended by City staff and consultants, and to authorize the City Manager, as General Manager of the Authority, to execute Change Order #7.

NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC FACILITIES AUTHORITY OF THE CITY OF SANDY SPRINGS, GEORGIA

1. An increase to the GMP of \$2,854,088.00, for a total GMP value of \$191,810,378.00, is hereby approved; and
2. A time extension of the Contract of fifty-six (56) days is hereby approved; and
3. The attached Change Order #7 is hereby approved; and
4. The City Manager, as General Manager of the Authority, is hereby authorized to execute the attached Change Order #7; and
5. The City Manager and the Authority's Attorney are hereby authorized to make such minor revisions to Change Order #7 as may be deemed reasonable, necessary, and in the best interest of the City prior to execution by the City Manager, and will promptly report any revisions to the Authority; and
6. The City Manager and Authority's Attorney are hereby authorized to take such actions deemed necessary or prudent to effectuate the intent of this resolution.

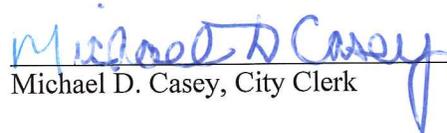
RESOLVED this the 7th day of March, 2017.

Approved:



Russell K. Paul, Chairman

Attest:



Michael D. Casey, City Clerk

(Seal)



ATTACHMENT
CHANGE ORDER #7

CHANGE ORDER

**PROJECT NAME: CITY OF SANDY SPRINGS, GA, CITY SPRINGS PROJECT
(Formerly referred to as CITY CENTER PROJECT)**

**OWNER: CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY
successor in interest to THE CITY OF SANDY SPRINGS, GEORGIA, by
assignment**

CONSTRUCTION MANAGER: HOLDER CONSTRUCTION GROUP, LLC

DATE OF AGREEMENT: JUNE 30, 2015

DATE OF THIS CHANGE ORDER: MARCH 7, 2017

CHANGE ORDER NUMBER: 7

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

1. Pursuant to Sections 5.3 and 7.2 of the Agreement and Section 11.1.3 of the General Conditions, the Guaranteed Maximum Price and Contract Time are adjusted, as set forth in this Change Order, for the changes in the Work set forth in the following Bulletins issued by Rosser International, Inc.:
 - Bulletin #14 dated 6/15/16;
 - Bulletin #15 dated 7/11/16;
 - Bulletin #16 dated 8/5/16; and
 - Bulletin #17 dated 9/6/16,

including other miscellaneous changes referenced in the COR's identified below.

The adjustments to the Guaranteed Maximum Price and Contract Time made by this Change Order are based upon the following COR's issued by Construction Manager. The COR's are identified herein for reference and to clarify the bases of the adjustments to the Guaranteed Maximum Price and Contract Time only and are not incorporated into the Contract and are not Contract Documents.

COR's and back-up 007A, 008A, 009A, 012A, 013, 015A, 017A, 018A, 019A, 021A, 023A, 024A, 025, 026A, 027, 028A, 029, 031, 035, 037A, 038A, 039A, 042A, 045A, 046, 047, 048, 049, 050, 051, 052, 055, 066, 068, 075 and 078 per COR log dated 1/3/17.

The Owner and Construction Manager expressly acknowledge and agree that the changes in the Work and the adjustments to the Guaranteed Maximum Price and

Contract Time made by this Change Order are subject to the clarifications and exclusions identified by the Construction Manager in each of the foregoing COR's.

2. The revised totals included in this Change Order include an extension in the Contract Time of 56 calendar days and an adjustment to the Guaranteed Maximum Price in the amount of \$866,575.00 for General Conditions Costs and Costs of the Work related to such extension to the Contract Time. The parties acknowledge and agree that the adjustment in the Guaranteed Maximum Price related to the extension in Contract Time is a fixed sum that shall not be subject to further adjustment pursuant to Section 7.3.1 of the General Conditions of the Contract for Construction.
3. Revise Substantial Completion Date as described in Exhibit H Section 4, "Parking, Office Building, Performing Arts Center, Restaurant Pad, Hardscape and Landscape" to 4/9/18.
4. Revise Substantial Completion Date as described in Exhibit H Section 1, "South Parcel City Improvements" Phase II Work to 2/15/18.
5. Revise Substantial Completion Date as described in Exhibit H Section 2, "North Parcel City Improvements" Phase II Work to 2/15/18.
6. The Owner and Construction Manager acknowledge the Owner's acceptance of the following Contingency Authorizations issued by the Construction Manager: COR 002, CA 002, CA 003, CA 004, CA 007, CA 008, CA 012, CA 013, CA 014, and CA 019.

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:
56 days

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

The Contract Sum / GMP is hereby [increased] [~~decreased~~] by \$2,854,088.00.

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: \$176,324,588.00

Contract Sum / GMP before this Change Order: \$188,956,290.00

Increase in this Change Order: \$2,854,088.00

Contract Sum / GMP, as adjusted by this Change Order: \$191,810,378.00

[Increase] [~~Decrease~~] in Contract Time: 56 days

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.

Owner

By: _____

Date: _____

Construction Manager

By: _____

Date: _____