

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION TO APPROVE AMENDMENT TO AGREEMENT BETWEEN CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY, SUCCESSOR IN INTEREST TO THE CITY OF SANDY SPRINGS, GEORGIA, BY ASSIGNMENT, AND HOLDER CONSTRUCTION GROUP, LLC, FOR CONSTRUCTION OF CITY SPRINGS PROJECT

WHEREAS, the City of Sandy Springs Public Facilities Authority, successor in interest to the City of Sandy Springs, Georgia, by assignment (“Owner”) and Holder Construction Group, LLC (“Construction Manager”) entered into that certain Agreement Between Owner and Construction Manager (“Agreement”), as of June 30, 2015, for the construction of the City of Sandy Springs, GA, City Springs Project, formerly known as the City of Sandy Springs, GA, City Center Project (“Project”), described in the Contract Documents, as defined therein; and

WHEREAS, the Owner and the Construction Manager desire to amend the Agreement to address the possibility that some reviews or approvals of Shop Drawings, Product Data or Samples provide designs or modified designs of the Project which deviate from the requirements of the Contract Documents, and which have not been incorporated into the Contract Documents; and

WHEREAS, the Owner and the Construction Manager desire to provide the Construction Manager authority to proceed with the Work, as defined in the Agreement, which may deviate from the Contract Documents, in accordance with such reviewed or approved Shop Drawings, Product Data or Samples; and

WHEREAS, the Owner and the Construction Manager have worked together to create the Amendment attached hereto as Exhibit A, which would incorporate language into the Agreement to accomplish the purposes set forth above; and

WHEREAS, the Owner desires to enter into the Amendment.

NOW, THEREFORE, BE IT RESOLVED by the City of Sandy Springs Public Facilities Authority, while in session on March 21, 2017, as follows:

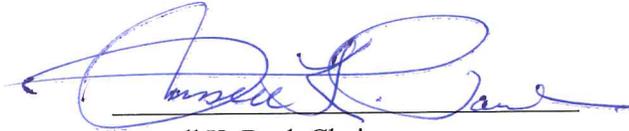
1. The Amendment attached hereto as Exhibit A is hereby approved; and
2. The General Manager of the City of Sandy Springs Public Facilities Authority, as Owner, is hereby authorized to execute the Amendment on behalf of the Owner, subject to approval of the Owner’s attorney; and
3. The General Manager of the Owner and the Owner’s attorney are hereby authorized to make such minor changes to the Amendment prior to execution by the General Manager as are deemed necessary or prudent and in the best interest of the Owner; and

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4. The General Manager of the Owner and the Owner's attorney are hereby authorized to take such actions deemed necessary or prudent and in the best interest of the Owner to effectuate the intent of this resolution.

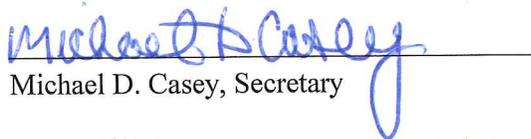
RESOLVED this the 21st day of March, 2017.

Approved:



Russell K. Paul, Chairman

Attest:



Michael D. Casey, Secretary

(Seal)

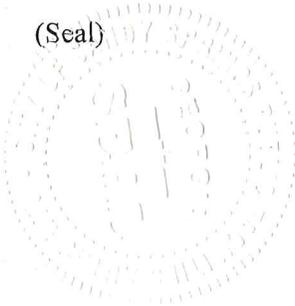


EXHIBIT A

**AMENDMENT TO AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER**

**AMENDMENT TO AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER**

THIS AMENDMENT to Agreement between Owner and Construction Manager (“Amendment”) is made and entered into this _____ day of _____, 2017, by and between the **CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY**, successor in interest to **THE CITY OF SANDY SPRINGS, GEORGIA**, by assignment (“Owner”) and **HOLDER CONSTRUCTION GROUP, LLC** (“Construction Manager”).

WITNESSETH:

WHEREAS, Owner and Construction Manager entered into that certain Agreement Between Owner and Construction Manager (“Agreement”), as of June 30, 2015, for the construction of the City of Sandy Springs, GA, City Springs Project, formerly known as the City of Sandy Springs, GA, City Center Project (“Project”) described in the Contract Documents, as defined therein; and

WHEREAS, the Owner and the Construction Manager desire to amend the Agreement to address the possibility that some reviews or approvals of Shop Drawings, Product Data or Samples provided designs or modified designs of the Project which deviate from the requirements of the Contract Documents, and which have not been incorporated into the Contract Documents; and

WHEREAS, the Owner and the Construction Manager desire to provide the Construction Manager authority to proceed with the Work, which may deviate from the Contract Documents, in accordance with such reviewed or approved Shop Drawings, Product Data or Samples.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. General Conditions Section 4.10.7, entitled **Deviations from Contract Documents**, of the Agreement shall be amended by adding the following sentence to the end of the section:

Where, by the review or approval of any Shop Drawings, Product Data or Samples, Project designs are added or modified, and such designs or modifications direct deviations from the Contract Documents which are not incorporated into the Contract Documents, Construction Manager shall be authorized to proceed with such deviations as indicated by the Shop Drawing, Product Data or Sample review or approval. For all reviews or approvals that occur after the effective date of this Amendment, Construction Manager shall maintain a log of all Shop Drawings, Product Data or Samples which, in its view, direct the Construction Manager to deviate from the Contract Documents by adding design information or modifying designs. Construction Manager shall use its best efforts to regularly update such log and to provide Owner with an up-to-date log as part of its Progress Report submitted pursuant to General Conditions Section 4.8.7.