STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION TO APPROVE CERTAIN ACTIONS TAKEN IN CONNECTION WITH THE CITY SPRINGS PROJECT, AND TO AUTHORIZE THE ASSIGNMENT OF CERTAIN CONTRACTS ENTERED INTO FOR THE DEVELOPMENT AND MANAGEMENT OF THE CITY SPRINGS PROJECT

WHEREAS, in connection with the development known as "City Springs" ("Project"), the City of Sandy Springs ("City") entered into that certain Owner-Architect Agreement, dated August 5, 2015 ("Architect Agreement") with Rosser International, Inc. for architectural services; and

WHEREAS, in connection with the Project, the City entered into that certain Master Agreement for Program Management Services, effective July 1, 2014 ("Program Management Agreement") with C&A Development, LLC for program management services; and

WHEREAS, on August 16, 2016, City Council approved Change Order 5, amending that certain Contract for Construction between the City and Holder Construction Group, LLC ("Construction Contract") for constructing the development known as "City Springs" ("Project") to increase the guaranteed maximum price by $8,898,937.00; and

WHEREAS, in October, 2016, Change Order 6 was executed by the City with no increase in Construction Contract amount; and

WHEREAS, the Project has been transferred by deed ("Transfer") from the City to the Authority; and

WHEREAS, the City and the Authority desire to properly reflect the Transfer by taking certain actions to approve, ratify, and assign documents previously executed and acted on by the City; and

WHEREAS, the Authority desires to approve Change Orders 5 and 6 and to ratify the actions taken by the City in connection therewith; and

WHEREAS, the Authority desires to enter into the Assignment and Assumption of Contracts attached hereto, whereby the City assigns its interest in the Architect Agreement and the Program Management Agreement and the Authority assumes the same.

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

1. Change Orders 5 and 6, attached hereto as Exhibit A, are approved and the actions previously taken by the City to approve and execute Change Orders 5 and 6 are hereby ratified in all respects; and

2. The Assignment and Assumption of Contracts attached hereto as Exhibit B are approved; and

3. The General Manager of the Authority and Authority's attorney are hereby authorized to make such minor changes and to take such actions deemed necessary or prudent 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

CHANGE ORDERS 5 AND 6

EXHIBIT B

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

CHANGE ORDER

PROJECT NAME: CITY OF SANDY SPRINGS, GA, CITY SPRINGS PROJECT (Formerly referred to as 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: AUGUST 16, 2016

CHANGE ORDER NUMBER: 5

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

Pursuant to Sections 5.3 and 7.2 of the Agreement and Section 11.1.3 of the General Conditions, the Owner hereby accepts the incorporation of the following updated contract documents and exhibits as a part of design development and other change conditions since the approval of the Guaranteed Maximum Price proposal dated 1/29/16. These updated documents are based on drawings by Rosser International, Inc. titled Bulletin #13 dated 6/3/16.

1.) Incorporation of Design Completion COR's through Bulletin #13 dated 6/3/16 as issued by Rosser International – CORs 002, 006, 007, 008, 009, 010, 011, 012, 014, 015, 016, 017, 018, 019, 020, 026 per Holder log dated 8/11/16. It is unknown at the present time, but Holder Construction may have a claim for an extension of time related to added, missing and/or incomplete scope within these documents referenced.
2.) Incorporation of Differing Site Condition/Scope Change CORs 001, 003, 021, 022, 023, 024, 028, 032, 033, 034, 037, 038, 039, 040, 042, 044 per Holder log dated 8/11/16.
3.) Incorporation of City Budget Shifts for Security, Theatre Audio-Visual, Theatre Equipment Lighting, and Office Audio-Visual per COR 030.
4.) Incorporation of the updated Holder Construction Salary Rate Sheet, as attached.

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 days

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 $8,898,937.00

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: $167,425,651.00

Contract Sum / GMP before this Change Order: $180,057,353.00

Increase in this Change Order: $8,898,937.00

Contract Sum / GMP, as adjusted by this Change Order: $188,956,290.00

[Increase] [~~Decrease~~] in Contract Time: 0 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. Any language in proposals or other documents attached hereto that conflict with the terms contained herein is null and void.

Owner

By: John McElroy

Date: 8/19/2016

Construction Manager

By:

Date: 9/12/16

CHANGE ORDER

PROJECT NAME: CITY OF SANDY SPRINGS, GA, CITY SPRINGS PROJECT (Formerly referred to as 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: SEPTEMBER 19th, 2016

CHANGE ORDER NUMBER: 6

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

Pursuant to Sections 5.3 and 7.2 of the Agreement and Section 11.1.3 of the General Conditions, the Owner hereby accepts the incorporation of the following updated contract documents and exhibits as a part of design development and other change conditions since the approval of the Guaranteed Maximum Price proposal dated 1/29/16. These updated documents are based on drawings by Rosser International, Inc. titled Bulletin #13 dated 6/3/16.

1.) Signed COR's and back-up authorized for City Manager signature in previously executed Change Order #005 – "Incorporation of Design Completion COR's through Bulletin #13 dated 6/3/16 as issued by Rosser International – CORs 002, 006, 007, 008, 009, 010, 011, 012, 014, 015, 016, 017, 018, 019, 020, 026 per Holder log dated 8/11/16", and as attached.
2.) Signed COR's and back-up authorized for City Manager signature in previously executed Change Order #005 – "Incorporation of Differing Site Condition/Scope Change CORs 001, 003, 021, 022, 023, 024, 028, 032, 033, 034, 037, 038, 039, 040, 042, 044 per Holder log dated 8/11/16", and as attached.
3.) Signed COR's and back-up authorized for City Manager signature in previously executed Change Order #005 – "Incorporation of City Budget Shifts for Security, Theatre Audio-Visual, Theatre Equipment Lighting, and Office Audio-Visual per COR 030", and as attached.
4.) Revised Substantial Completion Date as described in Exhibit H Section 3, "Retail (Market Square East Retail Building)" to 10/12/17.
5.) Revised Substantial Completion Date as described in Exhibit H Section 4, "Parking, Office Building, Performing Arts Center, Restaurant Pad, Hardscape and Landscape" to 2/12/18.
6.) Revised Overall Project Schedule dated 9/1/16 which includes the revised milestones as described in items #4 and 5 above. It is agreed and understood that additional General Conditions and Construction Requirements costs to extend the overall duration of the project are not included, and will be estimated and submitted once the Construction Documents are completed as required by Exhibit H, and as attached.
7.) Incorporation of the Updated City of Sandy Springs Approved Construction Contingency Usage Log dated 9/22/2016, and as attached.
8.) Incorporation of scope of work clarifications for the following trades that were awarded after incorporation of the GMP proposal through the updated clarifications section of the GMP Proposal as attached. Updated clarifications for the following trades include: Waterproofing, Metal Panels, Doors/Frames/Hardware, Drywall, Striping, Fencing, Operable Partitions, Barrier Cables, Roofing, Flooring, Window Coverings, Window Washing Equipment, Interior Glass, Millwork, Specialties, Overhead Doors, Loading Dock Equipment, Paint, Kitchen Equipment, Stucco, and Fixed Seating. The

updated clarifications for the remaining trades, including Signage, Low Voltage, Theater Equipment/Lighting, Audio-Visual, Security and any future scope of work will be incorporated through a future change order.

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: 42 days

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 reserved above by Construction Manager.

The Contract Sum / GMP is hereby [increased] [~~decreased~~] by $0.00.

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 reserved above by Construction Manager.

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: $0.00

Contract Sum / GMP, as adjusted by this Change Order: $188,956,290.00

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

[Increase] [~~Decrease~~] in Contract Time: 42 days

New Substantial Completion Date: The Substantial Completion Dates stated in Exhibit H of the Agreement are changed as described in paragraphs 5.) and 6.) above.

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: John McDonald

Date: 10/28/2016

Construction Manager

By: [signature]

Date: 11/21/16

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

This Assignment and Assumption of Contracts (the "**Assignment**") for Owner-Architect Agreement between the City of Sandy Springs, Georgia and Rosser International, Inc., and Master Agreement for Program Management Services between City of Sandy Springs, Georgia and C&A Development, LLC, is made and entered into as of the _____ day of March, 2017 by and between the City of Sandy Springs, Georgia, a municipal corporation of the State of Georgia ("**Assignor**") and the City of Sandy Springs Public Facilities Authority, a political subdivision of the State of Georgia ("**Assignee**").

WHEREAS, Assignor entered into that certain Owner-Architect Agreement, dated August 5, 2015 ("**Architect Agreement")** with **ROSSER INTERNATIONAL, INC.** ("**Rosser**") for architectural services related to the City Springs Project on that certain real property located in Fulton County, Georgia as more particularly set forth on Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Assignor entered into that certain Master Agreement for Program Management Services, effective July 1, 2014 ("**Program Management Agreement")** with **C&A DEVELOPMENT, LLC** ("**C&A**") for program management services related to the City Springs Project (the Architect Agreement and the Program Management Agreement are together referenced herein as the "**Contracts**"), on that certain real property located in Fulton County, Georgia as more particularly set forth on Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Assignor desires to assign the Contracts to Assignee, and Assignee desires **WHEREAS**, Assignor desires to assign the Contracts to Assignee, and Assignee desires to assume Assignor's rights and obligations thereunder; and

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration and the mutual benefits contained in the Contracts and this Assignment, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor and Assignee hereby agree as follows:

Assignor hereby absolutely and unconditionally grants, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Contracts and hereby gives and confers unto Assignee whatever rights, power and authority Assignor may have under the Contracts.

The Contracts are assigned to Assignee specifically and expressly without recourse and without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Assignor.

Assignee hereby assumes and agrees to be bound by all terms, conditions and obligations of the Agreement and succeeds to all rights and powers in and about the Contracts.

Unless set forth otherwise herein, all capitalized terms shall have the same meaning as set forth in the respective Contracts.

Except as hereby modified, the Agreement shall remain in full force and effect.

In the event of any conflict between the terms, provisions and conditions of this Assignment and the conditions of the Agreement, the terms, provisions and conditions of this Assignment shall control.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the day, month and year first above written.

ASSIGNOR:

CITY OF SANDY SPRINGS, GEORGIA,
a municipal corporation of the State of Georgia

By: _____
Name: Russell K. Paul
Its: Mayor

Attest:

By: _____
Name: Michael Casey
Its: City Clerk

ASSIGNEE:

CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY, a political subdivision of the State of Georgia

By: _____
Name: Russell K. Paul
Its: Chairman

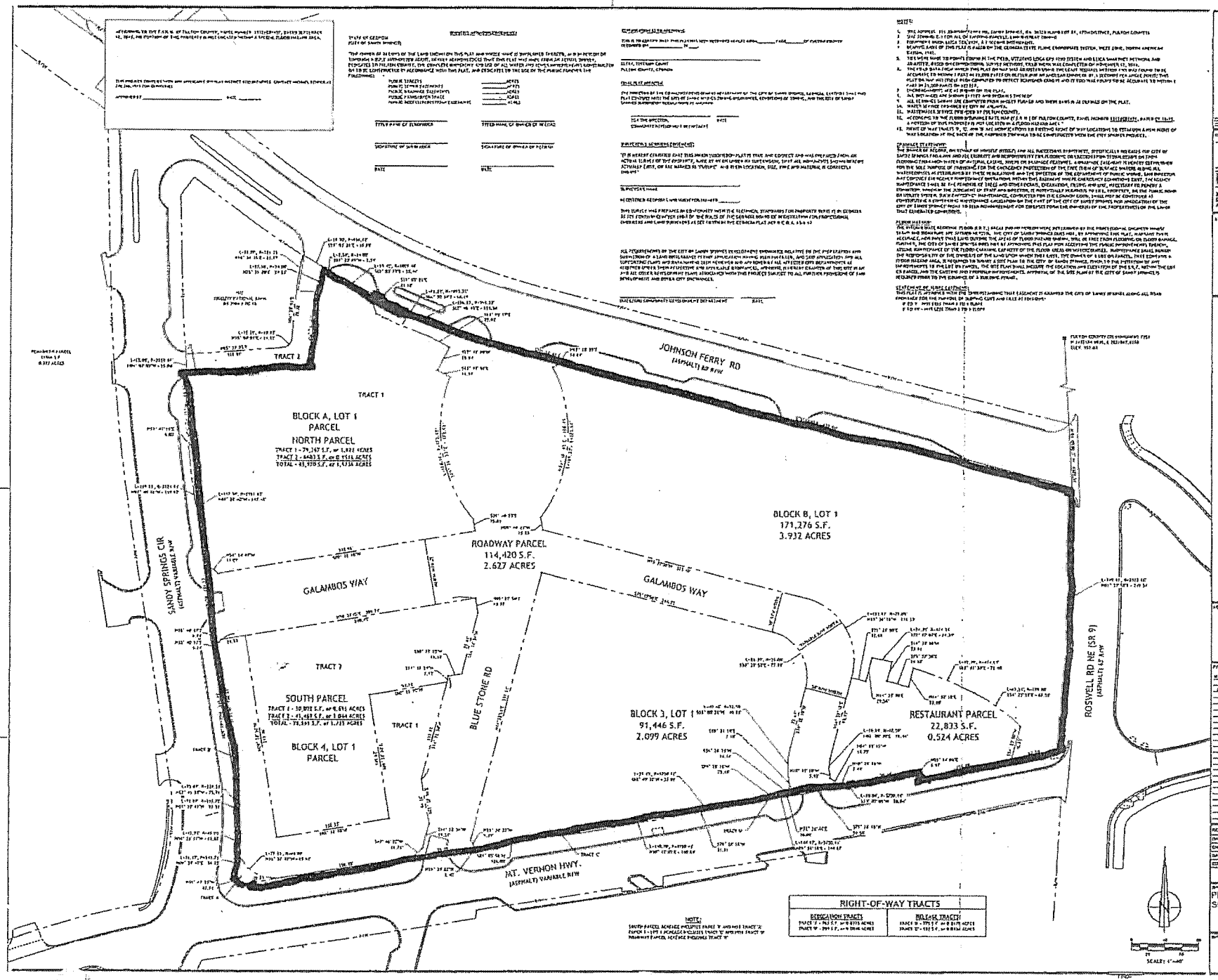
Attest:

By: _____
Name: Michael Casey
Its: Secretary

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND bounded on the north by Johnson Ferry Road, on the east by Roswell Road, on the south by Mount Vernon Highway and on the west by Sandy Springs Circle and depicted on the Site Plan attached hereto and Exhibit "B".

"Exhibit B"



ROSSER

Rosser International, Inc.
Two Peachtree Pointe
1055 Peachtree St. NE
Suite 800
Atlanta, Ga. 30309
(404) 876 2800

LONG ENGINEERING, INC.

3330 Heritage Ct.
Suite 330
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Fax 770.951.3176
www.longeng.com

STAMP

SANDY SPRINGS CITY CENTER

271 JOHNSON FERRY RD

Project No. 14023

CIVIL CONSTRUCTION DOCUMENTS

KEY PLAN

PRINTING AND REVISIONS

MARK	DATE	DESCRIPTION
1	10-22-14	PRELIMINARY
2A	11-07-14	PRELIMINARY

ROSSER PROJECT NUMBER 14023
DRAWN BY JM
CHECKED BY JM
DATE FIRST ISSUED FOR CONSTRUCTION 09-10-13
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SHEET TITLE
PRELIMINARY SUBDIVISION PLAT

SHEET NUMBER
C3.00