



PUBLIC FACILITIES AUTHORITY MEMBERS

Rusty Paul, Chairperson

John Paulson
Ken Dishman
Chris Burnett
Gabriel Sterling
Tibby DeJulio
Andy Bauman

Tuesday, March 21, 2017

Public Facilities Authority

Following the Regular Meeting

SPECIAL CALLED MEETING OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY (THE “AUTHORITY”)

City Council Chambers

1. **PFA17-07** **CALL TO ORDER** – Chairperson Rusty Paul
2. **PFA17-08** **ROLL CALL** – Secretary Michael Casey
3. **PFA17-09** **APPROVAL OF MEETING AGENDA**
4. **PFA17-10** Approval of the minutes from the March 7, 2017 Public Facilities Authority meeting
5. **PFA17-11** Resolution to Approve First Amendment to Master Declaration of Covenants, Conditions and Restrictions for City Springs
(Presented by City Manager, John McDonough)
6. **PFA17-12** 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 (“Construction Contract”)
(Presented by City Manager, John McDonough)



SANDY SPRINGS

GEORGIA

7. **PFA17-13** 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
(Presented by City Manager, John McDonough)
8. **PFA17-14** **ADJOURNMENT**

TO: Members of the City of Sandy Springs Public Facilities Authority

FROM: John McDonough, General Manager of the Authority

DATE: March 13, 2017 for submission on the March 21, 2017 Authority Meeting agenda

ITEM: Resolution to Approve First Amendment to Master Declaration of Covenants, Conditions and Restrictions for City Springs

Background and Discussion:

The Master Declaration of Covenants, Conditions and Restrictions for City Springs ("Master Declaration") provides for certain required restrictions and easements necessary for the development, construction, use, operation and maintenance of the City Springs project ("Project"). At the time it was executed and recorded, the Master Declaration contemplated and anticipated requirements and easements based on information known at the time.

Since recording the Master Declaration in the Fulton County records, there has been a minor adjustment to plans regarding the location of utility lines connecting the north and south buildings of the private development at the Project site. Section 6.9 of the Master Declaration contemplates running utility lines through the dirt within the "Public Roadway"; however, this requires digging up the roadway each time a line needs repair. Therefore, the General Manager and the Authority's attorney recommend an amendment to the Master Declaration to provide that utility lines run just below the Public Roadway area under the lid of the parking deck to allow easier access for repairs and maintenance.

This would require a simple amendment to the Master Declaration at Section 6.9 as follows (revisions indicated in red):

6.9 Utility Easements within the Public Roadways or the City Parking Parcel. Each Owner shall have a nonexclusive easement to run utility facilities under and through the Public Roadways **and/or along the top of the City Parking Parcel just below the lid of the parking deck structure** in order to connect to existing public utility facilities or to connect the utility facilities serving different Parcels within the Property to one another; provided, however, that prior to any Owner placing utility facilities within the Public Roadways, such Owner must submit the plans and specifications for such utility facilities to the City, as the party that is responsible for the initial construction and ongoing repair, replacement and maintenance of the Public Roadways pursuant to the Public Roadway Easement, and receive official approval from the City of the same **and prior to any Owner placing utility facilities along the top of the City Parking Parcel, such Owner must submit plans and specifications for such utility facilities to the Authority, as the owner of the City Parking Parcel, and receive official approval from the Authority of the same.**

Attached is the First Amendment to the Master Declaration ("First Amendment") to effectuate this change. If approved, it will be recorded in the records of the Clerk of Superior Court, Fulton County, Georgia, with the Master Declaration originally filed in June of 2016.

Recommendation:

The General Manager and the Authority's attorney recommend approval of the attached resolution and First Amendment.

Attachments:

Resolution with attached First Amendment

**STATE OF GEORGIA
COUNTY OF FULTON**

**RESOLUTION TO APPROVE FIRST AMENDMENT TO MASTER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CITY SPRINGS**

WHEREAS, on April 19, 2016 at a specially called meeting of the City of Sandy Springs Public Facilities Authority ("Authority"), the Authority adopted a resolution approving, among other things, the Master Declaration of Covenants, Conditions and Restrictions for City Springs ("Master Declaration") the City Springs project ("Project"); and

WHEREAS, the Master Declaration provides for certain required restrictions and easements necessary for the development, construction, use, operation and maintenance of the City Springs project ("Project"); and

WHEREAS, Section 6.9 of the Master Declaration contains provision relating to utility easements within the public roadways or the City parking parcel at the Project; and

WHEREAS, Section 6.9 contemplates running utility lines through the dirt within the public roadway, which would require disruption of the roadway each time one of the lines needs repair; and

WHEREAS, it is more feasible to locate utility lines just below the public roadway area under the lid of the parking deck to allow for easier access for repairs and maintenance and, therefore, it is desirable to provide such a method of locating utility lines; and

WHEREAS, to provide for this method of locating utility lines, Section 6.9 of the Master Declaration must be revised as provided in the First Amendment to Master Declaration of Covenants, Conditions and Restrictions for City Springs ("First Amendment"), attached hereto; and

WHEREAS, the members of the Authority desire to approve the First Amendment to provide for the suggested method of locating utility lines at the Project;

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 First Amendment is hereby approved; and
2. The Authority's attorney is hereby directed to file the First Amendment in the records of the Clerk of Superior Court, Fulton County, Georgia, following its execution; and
3. The General Manager of the Authority 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 _____ day of March 2017.

Approved:

Russell K. Paul, Chairman

Attest:

Michael D. Casey, Secretary

(Seal)

ATTACHMENT

**FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CITY SPRINGS**

After recording return to:

Law Offices of Wendell K. Willard
7840 Roswell Road
Building 300, Suite 330
Sandy Springs, Georgia 30350
Attention: Wendell K. Willard, Esq.

**FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CITY SPRINGS**

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CITY SPRINGS ("First Amendment") is made by the City of Sandy Springs Public Facilities Authority, a political subdivision of the State of Georgia ("Declarant") and is effective the _____ day of _____, 2017 ("Effective Date").

Recitals

- A. Declarant made and recorded that certain Master Declaration of Covenants, Conditions and Restrictions for City Springs, dated June 15, 2016 ("Master Declaration"), and recorded June 16, 2016, in Deed Book 56269, Page 444 in the records of the Clerk of Superior Court, Fulton County, Georgia ("Public Records").
- B. Pursuant to Section 11.2(a) of the Master Declaration, Declarant has the authority to unilaterally amend the Master Declaration as set forth herein by instrument in writing executed by Declarant and placed in the Public Records.

Amendment

NOW, THEREFORE, for valuable consideration including the recitals above, which are herein incorporated below, the Declarant hereby amends the Master Declaration as follows:

1. **Utility Easements within the Public Roadways.** Section 6.9 of the Master Declaration is hereby deleted in its entirety, and is replaced with the following new Section 6.9:

“6.9 **Utility Easements within the Public Roadways.** Each Owner shall have a nonexclusive easement to run utility facilities under and through the Public Roadways and/or along the top of the City Parking Parcel just below the lid of the parking deck structure in order to connect to existing public utility facilities or to connect the utility facilities serving different Parcels within the Property to one another; provided, however, that prior to any Owner placing utility facilities within the Public Roadways, such Owner must submit the plans and specifications for such utility facilities to the City, as the party that is responsible for the initial construction and ongoing repair, replacement and maintenance of the Public Roadways pursuant to the public Roadway Easement, and receive official approval from the City of the same and prior to any Owner placing utility facilities along the top of the City Parking Parcel, such Owner must submit plans and specifications for such utility facilities to the Authority, as the owner of the City Parking Parcel, and receive official approval from the Authority of the same.”

2. **Miscellaneous.** This First Amendment shall be recorded in the Public Records, shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Parcel therein. Any capitalized terms not defined herein shall have the same meaning as in the Master Declaration. Except as otherwise modified herein, the terms and conditions of the Master Declaration shall remain in full force and effect. In the event of a conflict between this First Amendment and the Master Declaration, the terms of this First Amendment shall control.

(signatures on the following page)

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Master Declaration of Covenants, Conditions and Restrictions for City Springs, this _____ day of _____, 2017.

Signed, sealed and delivered in the presence of:

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

Witness

By: _____

Name: Russell K. Paul
Title: Chairman

Notary Public

My commission expires: _____

[NOTARY SEAL]

Attest:

By: _____

Name: Michael Casey
Title: Secretary

TO: Members of the City of Sandy Springs Public Facilities Authority

FROM: John McDonough, General Manager of the Authority

DATE: March 13, 2017 for submission on the March 21, 2017 Authority Meeting agenda

ITEM: 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 ("Construction Contract")

Background and Discussion:

Attached is a resolution to approve an amendment to the Construction Contract ("Amendment"). The proposed Amendment is attached to the resolution as Exhibit A. The Amendment has been requested by Holder Construction Group, LLC ("Holder") to clarify the Construction Contract provisions related to designs or design changes made on Shop Drawings.

The Amendment addresses the possibility that some reviews or approvals of Shop Drawings, Product Data or Samples provide designs or modified designs of the City Springs project ("Project") which deviate from the requirements of the Contract Documents, and which have not been incorporated into the Contract Documents. City staff, consultants for the Project and the City's legal team have worked with Holder to draft the agreed upon Amendment, which will provide Holder 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.

The provision of the Construction Contract to be amended is Section 4.10.7 of the General Conditions, which addresses deviations from Contract Documents. Currently Section 4.10.7 states:

"The Construction Manager shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner or Architect's approval of Shop Drawings, Product Data or Samples unless the Construction Manager has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval of the specific deviation. The Construction Manager shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner or Architect's approval thereof."

The Amendment will add language to the end of Section 4.10.7 that is intended to authorize Holder to proceed with deviations from the Contract Documents in accordance with added designs or modified designs incorporated into Shop Drawings, Product Data or Samples by the Architect's review. The language to be added to the end of Section 4.10.7 of the General Conditions is proposed as follows:

"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.”

This added language preserves the current contractual definition of Shop Drawings, Product Data or Samples, but permits Holder to deviate from the Contract Documents if the Architect’s review and approval of a Shop Drawing adds design information or modifies a design.

Recommendation:

The General Manager and the Authority’s attorney recommend approval of the attached resolution and Amendment.

Attachments:

Resolution with attached Amendment

**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

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 _____ 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.

2. The terms of this Amendment shall control and take precedence over any and all terms, provisions and conditions of the Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof.
3. All other terms, provisions and conditions of the Agreement, except as expressly amended and modified by this Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed these presents in form and manner proper and sufficient in law as of the day and year first above written.

Sworn to and subscribed before me is
____ day of _____ 2017

OWNER:

**City of Sandy Springs Public Facilities
Authority**

Notary Public

My Commission Expires:

By: _____

Name: John McDonough

Title: General Manager

(NOTARIAL SEAL)

Sworn to and subscribed before me is
____ day of _____ 2017

CONSTRUCTION MANAGER:

Holder Construction Group, LLC

Notary Public

My Commission Expires:

By: _____

Name: _____

Title: _____

(NOTARIAL SEAL)

TO: Members of the City of Sandy Springs Public Facilities Authority

FROM: John McDonough, General Manager of the Authority

DATE: March 13, 2017 for submission on the March 21, 2017 Authority Meeting agenda

ITEM: 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

Background and Discussion:

Because there has been a transfer by deed ("Transfer") of the development known as "City Springs" ("Project") from the City of Sandy Springs ("City") to the City of Sandy Springs Public Facilities Authority ("Authority"), certain actions should be taken by the City and the Authority to reflect the Transfer, including the following:

-) Approve Change Orders. Approve Change Orders 5 and 6, amending that certain Contract for Construction ("Construction Contract") between the City and Holder Construction Group, LLC for constructing Project; and
-) Execute Assignment. Execute an assignment from the City to the Authority of that certain Owner-Architect Agreement, dated August 5, 2015 ("Architect Agreement") between the City and Rosser International, Inc. for architectural services, and that certain Master Agreement for Program Management Services, effective July 1, 2014 ("Program Management Agreement") with C&A Development, LLC.

1. Change Orders

On August 16, 2016, City Council approved Change Order 5, amending the Construction Contract to increase the Construction Contract GMP by \$8,898,937.00. In October of 2016, Change Order 6 was executed; however, there was no increase to the Construction Contract sum.

To recognize the Transfer, the General Manager of the Authority ("General Manager") and the Authority's attorney recommend the Authority approve the amendments to the Construction Contract represented by Change Orders 5 and 6, and ratify actions taken in connection with the execution of Change Order 5 and 6.

2. Assignment

The Construction Contract was previously assigned to the Authority. The General Manager and the Authority's attorney recommend the assignment of the Architect Agreement and the Program Management Agreement, as the Authority is the owner of the Project by the Transfer. The attached Assignment and Assumption of Contracts will effectuate the assignment of both Agreements by the City to the Authority.

Recommendation:

The General Manager and the Authority's attorney recommend approval of the resolution with attachments to effectuate the following:

-) Approve Change Orders 5 and 6, amending the Construction Contract, and ratify actions taken in connection with execution of the same; and
-) Execute the Assignment and Assumption of Contracts to assign the Architect Agreement and the Program Management Agreement from the City to the Authority, as the owner of the Project by the Transfer.

Attachments:

Resolution with attached Change Orders 5 and 6 and Assignment and Assumption of Contracts

**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 _____ day of March, 2017.

Approved:

Russell K. Paul, Chairman

Attest:

Michael D. Casey, Secretary

(Seal)

EXHIBIT A
CHANGE ORDERS 5 AND 6

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

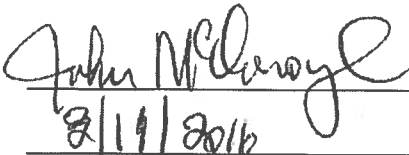
Contract Sum / GMP, as adjusted by this Change Order: \$188,956,290.00

[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:



Date:

8/11/2016

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.

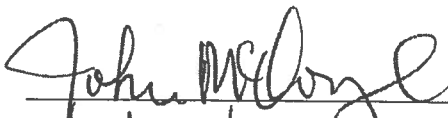
[Increase] [~~Decrease~~] in Contract Time: 42 days

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:


Date: 10/28/2016

Construction Manager

By:

Date:

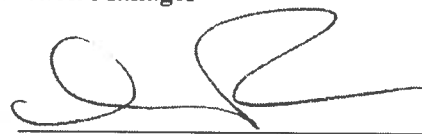

11/21/16

EXHIBIT B

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

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".

