

**AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: **The Ruby-Collins/Brown and Caldwell Joint Venture**

Contract No.: **24RFP0808K-DB, The Progressive Design/Build for JCEC Membrane System Replacement**

Address: **990 Hammond Drive Northeast, Suite 500**  
City, State **Atlanta, GA 30328**

Telephone: **770-432-2900**

Email: **scline@ruby-collins.com**

Contact: **Scott N. Cline,**  
**President/CEO**

**W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with **The Ruby-Collins/Brown and Caldwell Joint Venture** to provide **The Progressive Design/Build for JCEC Membrane System Replacement**, dated 2<sup>nd</sup> day of April 2025, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to amend the existing contract to cover additional scope of work for Phases 1B (costs associated with the 80% design of the membrane replacement project as well as the development of a Guaranteed Maximum Price for the installation and upgrade of the membrane treatment process) and 2A (100% design and associated construction costs of ultraviolet (UV) disinfection system replacement); and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on December 17, 2025, BOC Agenda Item #.

**NOW, THEREFORE**, the County and the Contractor agree as follows:

This Amendment No. 1 to Form of Contract is effective as of December 17, 2025, between the County and The Ruby Collins/Brown and Caldwell Joint Venture, who agree that all Services specified will be performed in accordance with this Amendment No.1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** This amendment will cover additional scope of work for Phases 1B and 2A. Phase 1B includes costs associated with the 80% design of the membrane replacement project as well as the development of

a Guaranteed Maximum Price (GMP) for the installation and upgrade of the membrane treatment process. Phase 2A includes 100% design and associated construction costs of ultraviolet (UV) disinfection system replacement.

The Phase 1B work activities conducted by The Ruby-Collins/Brown & Caldwell Joint Venture team will include the following activities:

- Manage and coordinate with both Fulton County and the JCEC plant operator for all preconstruction work.
- Design the replacement membrane system as well as any other upgrades necessary to allow the plant to treat 20 MGD of wastewater flow.
- Obtain all necessary permits from regulatory authorities.
- Coordinate closely with Public Works in preparing and participating in meetings, developing designs, and resolving issues
- Implement preconstruction and construction Quality Assurance and Quality Control Programs which will both include but are not limited to validating design criteria; ensuring the adequacy of drawings and specifications; and coordinating across design disciplines and trades.
- Complete project schedule and progress reports, which will include but are not limited to project narratives and summaries, budgeting values and actual costs, scheduling updates, etc.
- Lead and coordinate public outreach, as necessary.
- Develop the required 30%, 60%, 80% design plans as well as the GMP for removal and replacement of the current membrane system.

In parallel with the work activities identified above as part of Phase 1B, The Ruby-Collins/Brown & Caldwell, Joint Venture will complete the following Phase 2A tasks associated with replacing the current UV disinfection system:

- Manage and coordinate with Fulton County and the JCEC plant operator for all preconstruction and construction work.
- Develop 100% UV System design drawings.
- Remove and replace the current Wedeco UV equipment with a Trojan UV system.
- Provide testing and commissioning services, including final inspections on installed equipment and performance testing.
- Coordinate equipment training and start-up activities with JCEC plant operator and staff.
- Provide final record drawings of UV system as installed, including any construction changes.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor in an amount not to exceed \$3,816,902.75 (Three Million Eight Hundred Sixteen Thousand Nine Hundred Two Dollars and Seventy Five

cents) approved by BOC.

3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

**The RUBY-COLLINS/BROWN  
AND CALDWELL JOINT  
VENTURE**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of  
Commissioners

\_\_\_\_\_  
[Insert name]  
[Insert title]

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
David E. Clark, Director  
Department of Public Works

ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>	ITEM#: _____ 2 <sup>ND</sup> RM: _____ <b>SECOND REGULAR MEETING</b>
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