

**CHANGE ORDER NO. 1 TO FORM OF CONTRACT**

Contractor: ***Archer Western-Brown and Caldwell Joint Venture***

Contract No. ***17RFP031617K-DJ Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B***

Address: ***990 Hammond Drive, Suite 400 Atlanta, Ga 30328***  
City, State

Telephone: ***404-926-0771***

Facsimile or: ***dpetersen@walshgroup.com***  
E-mail address

Contact: ***Duane Petersen***  
***Walsh Group, COO***

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

WHEREAS, Fulton County ("County") entered into a Contract with Archer Western-Brown and Caldwell Joint Venture to provide/perform progressive design/build services for the Big Creek Reclamation Facility (WRF) expansion-Project Phase 2B, dated August 24<sup>th</sup>, 2020, on behalf of the Public Works Department; and

WHEREAS, this Change Order is necessary to address the impact of tariffs for material and equipment imports, security camera upgrades to secure sensitive access areas, and to extend the contract time, with regards to substantial completion by 11 days to June 8, 2024 and final completion by 11 days to July 16, 2024 respectively. The time extensions are the result of 11 approved inclement weather days experienced during the 2021 construction year; and

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

WHEREAS, this Change Order No.1 was approved by the Fulton County Board of Commissioners on September 21, 2022, BOC #22-.

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

This Change Order No. 1 to Form of Contract is effective as of the 21<sup>st</sup> day of September 2022, between the County and Archer Western-Brown and Caldwell Joint Venture, who agree that all Services specified will be performed by in accordance with this Change Order No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** This request for a change order is to address the impact to cost due to unforeseen tariffs that have been placed on construction materials since the award of the Guaranteed Maximum Price (GMP) in April 2020. The JV team is seeking the ability to utilize the Owner's Contingency to offset the 13% increase to value added taxes (VAT) on various materials to be used within this project. The total amount requested is \$201,545.00 and will be used to offset the tariffs imposed on ductile iron pipe and other accessories. As part of this change order is the authorization to purchase surveillance equipment to secure sensitive access areas throughout the plant. The improved site coverage plan with upgrades to camera equipment have been reviewed and recommended by the plant operators and results in an additional \$57,582.80. Based on the contract, the Owner's Contingency can be used to compensate any additional costs due to both the tariffs and camera upgrades. The project experienced eleven (11) days of inclement weather during the 2021 project year. Inclement weather is defined as a weather event impacting the critical path of the project as documented in monthly schedule updates and a day: (1) having precipitation equal to or greater than one quarter of one inch (0.25"), or (2) with daily high temperature of thirty degrees Fahrenheit (30°F) or less, or (3) a day with snowfall of one inch (1") or more. These 11 calendar days will be added to the previously approved substantial completion date of May 28th, 2024, and results in the new substantial completion date of June 8th, 2024. The 11 calendar days will also be added to the final completion date of July 5<sup>th</sup>, 2024, resulting in a new final completion date of July 16<sup>th</sup>, 2024. Incurred overhead charges over the duration of the eleven (11) inclement weather days are detailed within the attachments of this item. Costs associated with the inclement weather days (\$210,239.86) will be settled thru Owner's contingency when substantial completion is achieved.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$259,128.00 (Two Hundred Fifty Nine Thousand One Hundred Twenty Eight Dollar and No Cents).
3. **LIABILITY OF COUNTY:** This Change Order 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 County Manager, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF CHANGE ORDER NO. 1 TO FORM OF CONTRACT:** Except as modified by this Change Order 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:

**ARCHER WESTERN-BROWN  
AND CALDWELL JOINT  
VENTURE**

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

\_\_\_\_\_  
Duane Petersen  
COO

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Notary Public

APPROVED AS TO CONTENT:

County: \_\_\_\_\_

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

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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