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**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND DESIGN-  
BUILDER - LUMP SUM**

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DRAFT

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# Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

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This **AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_, by and between the following parties, for services in connection with the Project identified below.

## **OWNER: THE CITY OF ATLANTA**

Department of Watershed Management  
72 Marietta Street  
Atlanta, GA. 30303

## **DESIGN-BUILDER:**

## **PROJECT: RFP-C 1210216, CONNALLY VAULT SEWER CAPACITY RELIEF PROJECT**

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

### **Article 1**

#### **Scope of Work**

**1.1** Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

### **Article 2**

#### **Contract Documents**

**2.1** The Contract Documents are comprised of the following:

**2.1.1** All written modifications, amendments, and Change Orders to this Agreement issued in accordance with the Standard Form General Conditions of Contract ("General Conditions of Contract");

**2.1.2** The Basis of Design Documents, including the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

**2.1.3** This Agreement, including all exhibits, appendices, and attachments, executed by Owner and Design-Builder:

**2.1.4** General Conditions of Contract;

**2.1.5** Special Conditions of Contract;

**2.1.6** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

**2.1.7** Miscellaneous documents prepared and approved by Owner as required submittals for RFP; and

**2.1.8** Legislation authorizing Contract between Owner and Design-Builder.

**2.2** **Completeness of Documents.** The Design Builder's signature of the Agreement is a representation to Owner that Design Builder has visited the site where the Work will be performed, become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Contract Documents. Except for any error, inconsistencies, conflicts, or omissions reported to Owner by Design-Builder as set forth in Article 3 herein, by signing the Agreement the Design-Builder represents that it has analyzed the Contract Documents and that they are sufficiently complete and detailed for the Work required herein and are consistent with the best practices in the construction and design industries.

## **Article 3**

### **Interpretation and Intent**

**3.1** Omitted.

**3.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, or between the Contract Documents and applicable standards or Legal Requirements, the Design-Builder shall 1) provide the better quality or greater quantity of Work and 2) comply with the more stringent requirement unless directed otherwise in writing by the City. Design-Builder shall take field measurements and verify existing field conditions prior to ordering materials or performing any Work and shall be responsible for the correctness of such measurements. Design-Builder shall not be entitled to any additional compensation or an extension of the Contract Time(s) arising from its failure to verify existing field conditions.

**3.3** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

**3.4** Omitted.

**3.5** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents

## **Article 4**

### **Ownership of Work Product**

**4.1 Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement (“Work Product”) are deemed to be the property of the City upon payment therefore. The City shall retain the ownership and intellectual property interests of the Work Product, including copyright interests associated with the Work Product.

**4.2 Non-Disclosure Requirements.** Due to the sensitive nature of the Project, Design-Builder acknowledges and agrees that it must implement and maintain adequate safeguards to reduce unnecessary distribution of drawings, specifications, and other documents, as well as electronic data generated or received by Design-Builder under this Agreement or relating to the Project (“Materials”). Design-Builder shall limit the distribution of Materials to those third parties involved in the design, pricing, permitting, or construction of the Project. The Design-Builder shall incorporate the non-disclosure requirements of this Article 4.2 in all of its subcontracts and sub-consultant agreements.

**4.3** Omitted.

**4.4** Omitted.

**4.5** Omitted.

## **Article 5**

### **Contract Time**

**5.1 Date of Commencement.** The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed (“Date of Commencement”) unless a different time is required in the Owner's Notice to Proceed.

**5.2 Substantial Completion and Final Completion.**

**5.2.1** Substantial Completion of the entire Work shall be achieved no later than **Six Hundred Seventy (670)** calendar days after the Date of Commencement (“Scheduled Substantial Completion Date”).

**5.2.2** Interim milestones and/or Substantial Completion of identified portions of the Work (“Scheduled Interim Milestone Dates”), if any, shall be achieved as set forth in Owner's Project Criteria, the other Contract Documents, or as follows: (Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion).

**5.2.3** Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

**5.2.4** All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

**5.3 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

**5.4 Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by Six Hundred Seventy (670) days of Substantial Completion Date, (the "LD Date"), Designer-Builder shall pay Owner **Five Thousand Dollars and Zero Cents (\$5,000.00) per day**, as liquidated damages for each calendar day that Substantial Completion extends beyond the LD Date.

**5.5** Design-Builder understands that if Final Completion is not achieved within **Sixty (60) days** of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within **Sixty (60) days** of Substantial Completion, Design-Builder shall pay to Owner **Five Thousand Dollars and Zero Cents (\$5,000.00) per day**, as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

**5.6** The Liquidated Damages set forth in Articles 5.4 and 5.5 are hereby agreed upon as fixed liquidated damages due the City for Design-Builder's failure to complete the Work within the Contract Time(s). Design-Builder and its surety shall be liable for any liquidated damages in excess of the amount due Design-Builder.

**5.6.1** If the Design-Builder's schedule projects an untimely completion with unexcused delay and the City in good faith believes that retainage will be insufficient to cover the City's damages, Design-Builder agrees that the City may withhold additional funds to assure the payment of the liquidated damages owed by Design-Builder.

**5.6.2** The fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the City and Design-Builder due to the uncertainty and impossibility of making a determination as to the actual direct, incidental and consequential damages which are incurred by the City as a result of the failure on the part of Design-Builder to complete the Work within the Contract Time(s) specified in the Contract Documents. Liquidated Damages as they accrue may be deducted from periodic partial payments to the extent they are sufficient to cover the liquidated damages owing the City; provided that any excess liquidated damages owing over the periodic partial payment amount may be deducted from retainage. Such deduction shall be in addition to the retainage provided for in the Contract Documents. The remaining amount of liquidated damages owing upon completion will be deducted from any amounts owing as Final Payment to Design-Builder or its surety. Any excess amount owing to the City as liquidated damages shall be paid upon demand by Design-Builder or its surety.

**5.7** Omitted.

## **Article 6**

### **Contract Price**

**6.1 Contract Price.** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of \_\_\_\_\_ (\$\_\_\_\_\_) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

**6.2 Markups for Changes.** If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

**6.2.1** For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of **five percent (5%)** of the additional costs incurred for that Change Order.

**6.2.2** For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

An amount equal to the sum of **five percent (5%)** applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee).

**6.3 Allowance Items and Allowance Values.**

**6.3.1** Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Owner's Project Criteria, other Contract Documents, or attached as an Exhibit or Appendix hereto.

**6.3.2** Omitted.

**6.3.3** No work shall be performed on any Allowance Item without Design-Builder first obtaining a written Work Authorization or Change Directive to proceed from Owner.

**6.3.4** The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

**6.3.5** Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

**6.4 Performance Incentives.**

**6.4.1** Owner and Design-Builder have agreed to the performance incentive set forth in Exhibit Not Applicable.

**Article 7**

**Procedure for Payment**

**7.1 Progress Payments.**

**7.1.1** Design-Builder shall submit to Owner on the Twentieth (20<sup>th</sup>) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

**7.1.2** Owner shall make payment within forty-five days after Owner's receipt and approval of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

**7.1.3** Design-Builder acknowledges and agrees that all payments related to this Agreement are subject to the limitations set forth in Article 6.3 of the General Conditions.

## **7.2 Retainage on Progress Payments.**

**7.2.1** Owner will retain ten percent (10%) of each Application for Payment as retainage provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner may, in the Owner's sole discretion, reduce retainage to five percent (5%).

**7.2.2** Within thirty (30) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

**7.3 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within sixty (60) days after Owner's receipt and approval of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

**7.4** The Contract Documents completely supersede the Georgia Prompt Pay Act as it relates to Owner payments and any modifications or successors to the Georgia Prompt Pay Act to the fullest extent allowed by law. Design-Builder acknowledges and agrees that payment shall be in accordance with the provisions of this Agreement and expressly waives its right to assert entitlement under O.C.G.A. § 13-1-11, *et. seq.* to the fullest extent permitted by law. Should the City fail to issue payment for undisputed amounts within ninety (90) days of approval, annual interest on the payment amount may accrue at the Prime Rate, plus one percent (1%). The Prime Rate shall be based on that published in the Wall Street Journal on the first business day of January or June, whichever has most recently passed of the current year.

**7.5 Record Keeping and Finance Controls.** With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties.

## **Article 8**

### **Termination for Convenience**

**8.1** The City shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Design-Builder. In the event of such termination for the City's convenience, Design-Builder's recovery against Owner shall be limited to Work performed through the date of termination, calculated on a percent complete basis, together with any retainage withheld, as well as Design Builder's reasonable demobilization costs, if applicable. Design-Builder shall not be entitled to any other or further recovery against



Owner, including, but not limited to, anticipated profit on work not performed. In no event shall Design-Builder be entitled to a “cost-plus” recovery from Owner.

## **Article 9**

### **Representatives of the Parties**

#### **9.1 Owner’s Representatives.**

**9.1.1** Owner designates the individual(s) listed below as the City’s Representative(s) with authority to administer the Agreement as set forth in Section 3.4 of the General Conditions:

Deputy Commissioner  
City of Atlanta, Department of Watershed Management  
72 Marietta St NW, Atlanta, GA 30303  
w/ a copy to the Project Manager (to be designated prior to the Date of Commencement)

#### **9.2 Design-Builder’s Representatives.**

**9.2.1** Design-Builder designates the individual(s) listed below as Design-Builder’s Representative(s), which have the authority and responsibility set forth in Article 2 of the General Conditions: *(Identify individual’s name, title, address and telephone numbers)*

Name:  
Title:  
Address:  
Phone:  
Email:

**9.2.2** Omitted

## **Article 10**

### **Bonds and Insurance**

**10.1** Design-Builder shall procure the insurance and bonding required by Appendix B to this Agreement.

## **Article 11**

### **Other Provisions**

#### **11.1 Ethics and Gratuities.**

**11.1.1** Gratuities and Kickbacks. In accordance with the City of Atlanta’s Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to

accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subDesign-Builder under a contract to the prime Design-Builder or higher tier subDesign-Builder or any person associated therewith as an inducement for the award of a subcontract or order.

**11.1.2 Fraud and misrepresentations.** Any written or oral information provided by Design-Builder directly or indirectly related to the performance of the Work required by this Agreement constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal rules and regulations. Design-Builder agrees to immediately notify the City of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Design-Builder further agrees to immediately notify the City of any actions or information that it believes would constitute fraud or intentional misrepresentations to the City in the performance of this Agreement, whether or not such information actually constitutes fraud and/or intentional misrepresentations, by contacting the **Integrity Line 1-800-884-0911**. Design-Builder agrees to place signage provided by the City regarding the Integrity Line at the location to which Design-Builder's employees report to perform the Work required by this Agreement. Design-Builder acknowledges and agrees that a finding of fraud or other impropriety on the part of the Design-Builder or any of its subDesign-Builders may result in suspension or debarment; and the City may pursue any other actions or remedies that the City may deem appropriate. Design-Builder agrees to include this clause in its subcontracts and contracts with its Design Consultants and take appropriate measures to ensure compliance with this provision.

**11.1.3 Contingency Fees.** The Design-Builder warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Design-Builder, to solicit or secure this contract or purchase order; and that the Design-Builder has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for the Design-Builder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the above warranty, and upon a finding after notice and hearing, the City shall have the right to terminate the Agreement or purchase order without liability, and, at its discretion, to deduct from the Contract Price or purchase order price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**11.1.4 Labor Trafficking Prohibitions.**

Pursuant to O.C.G.A. §16-5-46, Service Provider agrees that Service Provider, its employees, directors, officers, owners, subcontractors, vendors, suppliers, agents and affiliates shall not engage in Human Trafficking including, but not limited to: (a) using forced labor, (b) engaging in misleading or fraudulent recruitment practices, (c) charging recruitment fees, (d) destroying, concealing, confiscating, or otherwise denying employee access to the employee's identification documents, (f) failing to provide an employment agreement (if required) in an employee's native tongue and prior to the employee's departure from his/her place of origin. Service Provider agrees to cooperate fully with and provide reasonable access to any agency or governmental authority conducting investigations into actual or alleged violations of this section, self-report activities that are inconsistent with or otherwise violate the provisions of this section or any other applicable law or regulation.

Service Provider agrees that Service Provider, its subcontractors, vendors and suppliers shall create and post a formal compliance plan at (a) at any and all locations at which Service Provider engages in business and/or locations at which Service Provider may have employees on site and/or (b) on any website owned by or maintained for the benefit of Service Provider. Service Provider agrees to maintain a formal compliance plan including, as appropriate an employee awareness program about United States and State of Georgia anti-trafficking policy and preventative procedures. Each contractor and subcontractor must formally certify it has a compliance plan in place, due diligence was conducted, the absence of misconduct, and that, if misconduct was observed, that appropriate remediation and referral actions were taken.

Any violation of the provisions contained herein, in whole or in part, may result in (a) suspension of this Agreement and/or any other existing agreements with Service Provider and/or any current or future payments or compensation required pursuant to this Agreement, (b) termination of this Contract or any existing, pending or future agreements with Service Provider, (c) debarment, as defined under 48 C.F.R. 9.406-2, City of Atlanta Code of Ordinances Section 2-1623 and/or (d) any other claims, actions, remedies, judgments, fees or costs as allowed in accordance with any Applicable law, now or hereafter in effect.

## **11.2 Equal Employment Opportunity.**

During the performance of this agreement, Design-Builder agrees as follows:

(a) The Design-Builder shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Design-Builder agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

(b) The Design-Builder shall, in all solicitations or advertisements for employees, placed by or on behalf of the Design-Builder, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

(c) The Design-Builder shall send to each labor union or representative of workers with which the Design-Builder may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Design-Builder's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Design-Builder shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(d) The Design-Builder shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Design-Builder during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

(e) The Design-Builder shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Design-Builder becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Design-Builder or the city may request the United States to enter into such litigation to protect the interests of the United States.

(f) The Design-Builder and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Design-Builder and its subcontractors.

(g) The Design-Builder shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

(h) A finding, as hereinafter provided, that a refusal by the Design-Builder or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

(1) Withholding from the Design-Builder in violation all future payments under the involved contract until it is determined that the Design-Builder or subcontractor is in compliance with the provisions of the contract;

(2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Design-Builder or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

(3) Cancellation of the public contract;

(4) In a case in which there is substantial, or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Design-Builders, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

### **11.3 Modifications.**

Design-Builder acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Design-Builder is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Design-Builder's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Design-Builder may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Design-Builder agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if the Design-Builder provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Design-Builder. Design-builder assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however, characterized, including without limitation, all remedies at law or equity.

***[Signatures on the following page.]***

**OWNER:**

**CITY OF ATLANTA**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Municipal Clerk (SEAL)

**RECOMMENDED:**

\_\_\_\_\_  
Commissioner, Department of  
Watershed Management

**APPROVED:**

\_\_\_\_\_  
Chief Procurement Officer

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**DESIGN-BUILDER: [IF JOINT VENTURE]  
[INSERT NAME OF JV]**

**By: [INSERT NAME OF JV PARTNER]**

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

**By: [INSERT NAME OF JV PARTNER]**

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

**[INSERT ALTERNATIVE SIGNATURE BLOCKS FOR DESIGN-BUILDER FOR APPROPRIATE CORPORATE STRUCTURE]**

**FOR A SINGLE CORPORATION**

**CITY OF ATLANTA**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Municipal Clerk (SEAL)

**RECOMMENDED:**

\_\_\_\_\_  
Commissioner, Department of  
Watershed Management

**APPROVED:**

\_\_\_\_\_  
Chief Procurement Officer

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**DESIGN-BUILDER**

**By: [INSERT NAME OF CORPORATION]**

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

**FOR A LIMITED LIABILITY CORPORATION (LLC)**

**CITY OF ATLANTA**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Municipal Clerk (SEAL)

**RECOMMENDED:**

\_\_\_\_\_  
Commissioner, Department of  
Watershed Management

**APPROVED:**

\_\_\_\_\_  
Chief Procurement Officer

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



**DESIGN-BUILDER**

**By: [INSERT NAME OF LLC]**

**ITS: MANAGING MEMBER**

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

**NOTARY PUBLIC**

\_\_\_\_\_ (SEAL)

**MY COMMISSION EXPIRES:**

DRAFT