



CITY OF ATLANTA

Kasim Reed
Mayor

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DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
asmith@atlantaga.gov

April 9, 2015

Dear Potential Bidders:

**Re: FC-7909, Annual Contract for the Maintenance and Repair of Sidewalks,
Curbs, Driveway Aprons & Associated Infrastructure**

Attached is one (1) copy of **Addendum Number 1**, which is hereby made a part of the above-referenced project.

For additional information, please contact Lloyd A. Richardson, Contracting Officer, at (404) 864-8504, or by email at larichardson@atlantaga.gov.

Sincerely,

Adam L. Smith

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ADDENDUM NO. 1

This Addendum No. 1 forms a part of the Invitation to Bid and modifies the original solicitation package as noted below and is issued to incorporate the following:

1. The Bid due date has been extended to **Wednesday, April 22, 2015**;
2. Responses to twenty-two (22) questions attached hereto as Attachment No. 1;
3. Form 8; Required Submittal Checklist is hereby removed and replaced with a revised Form 8 dated 4/9/15 attached hereto as Attachment No. 2;
4. An example of a Joint Venture Agreement is attached hereto as Attachment No. 3; and
5. Instructions to Bidders, Item 14; Statement of Bidders Qualifications is revised to read:

STATEMENT OF BIDDER'S QUALIFICATIONS, **EXHIBIT G**
(REQUIRED SUBMITTAL) – The statement of Bidder's Qualifications must be filled out completely.

The City shall have the right to require such additional information, as it deems necessary to evaluate the ability of the Bidder to successfully perform the Work.

The City reserves the right to reject any Bidder who does not satisfy the City as to his ability to successfully perform the Work, previous pre-qualification notwithstanding.

The cause for rejection shall include:

- a. Non-compliance of the Bidder with the requirements of an equal employment opportunity in contracting program as may be prescribed by ordinance;
- b. Non-compliance by the Bidder with the requirements of a minority and female business enterprise participation program as may be prescribed;
- c. Inadequate quality, availability and adaptability of the supplies or services to the particular use required; or
- d. Unacceptable number and scope of conditions attached to the Bid by the Bidder, if any.

The Bid due date HAS been modified and Bids are due on Wednesday, April 22, 2015 and should be time stamped in no later than 2:00 P.M. EDT and delivered to the address listed below:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S. W.
City Hall South, Suite 1900
Atlanta, Georgia 30303

****All other pertinent information is to remain unchanged****

**FC-7909, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway
Aprons & Associated Infrastructure
Addendum No. 1
April 9, 2015
Page 3**

Acknowledgment of Addendum No. 1

Bidders must sign below and return this form with Bid response to the Department of Procurement.

Bidders must sign below and return this form with Bid to the Department of Procurement, 55 Trinity Avenue S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303 as acknowledgment of receipt of this Addendum.

This is to acknowledge receipt of **FC-7909, Annual Contract for the Maintenance and Repair of Sidewalks, Curbs, Driveway Aprons & Associated Infrastructure** on this the _____ day of _____, 20__.

Legal Company Name of Bidder

Signature of Authorized Representative

Printed Name

Title

Date

Attachment No. 1

Questions and Answers

Questions 1: There is no line item in the solicitation document for Public Outreach or Public Information Officer (PIO). Will a subcontractor opportunity for a PIO be added to the Bid Form for inclusion in the contract?

Answer: A PIO would be a great member to add to your management team, and it is highly recommended that one be included but it will not be added to the bid form. If the Contractor plans to include a PIO as a team member, the PIO fees should be built into the overall bid price.

Questions 2: Since there is not any Drawings which show where the proposed items of work will be constructed; how is utility locating (potholing), relocating of utilities for conflict, or adjusting utilities to be handled? Will this be paid out of the cash Allowance? Will a Change Order be issued?

Answer: Task/work orders will denote location and project limits of any work authorized. Utility locates will be handle via a call to Georgia 811. Repair of existing infrastructure should not require relocation of any utilities, and utility adjustments will be paid per the contract bid price.

Questions 3: Who is responsible if contaminated or hazardous material is encountered? Does the City have a “hazardous material contractor” to handle these issues when encountered? Will the City be the Generator of Record for any contaminated and/or hazardous material disposal?

Answer: Repair of existing public infrastructure should not entail removal of hazardous material.

Questions 4: It appears that the Agreement does not have a “differing site condition clause”? Can one be added to the document?

Answer: A “differing site conditions clause” is not needed for the work contemplated under this contract.

Questions 5: In regarding to demolition of the sidewalk, driveway or apron; will be limits per linear foot to demolish during the project?

Answer: The project limits will be noted in the task/work order authorizations.

Questions 6: Bid items 11a and 11b are these straight granite curbs only? What about radius curb? Prices are not the same.

Answer: Yes, 11a and 11b are for straight granite curbs.

Questions 7: Bid item 11a, 11b, and 12: The specification only addresses the 3000 p.s.i concrete at the joints. How will the concrete at front (Pavement Widening) be paid for? Can the City provide a digital sample via e-mail or FTP download (1

each per Light, Medium, Heavy Density map) of the Improvement Plats and Lot Boundary Maps previously scanned by the City?

Answer: These items refer to granite curbing. A concrete saddle at the joint is all that is required. Restoration of the pavement should be per the City of Atlanta Street Detail.

Questions 8: How will roadway saw cut be paid, for items 10, 11a, 11b and 12 and other bid items requiring saw cut? Is the use of non-domestic (Off Shore) production support prohibited?

Answer: Where it is necessary to remove asphalt pavement and roadway base to install the curb, this demolition and removal shall be considered as included in the bid price for installation.

Questions 9: Bid item #1-Traffic Control: The new COA ordinance requires the use of uniform police officer at all signaled intersections. Could you provide a line item for traffic control at signaled intersection or advice on how pricing for this condition line item #1 is being priced per site? Do existing parcel/lot lines (straight Lines) that are not 2 point lines (start-to-end) need to have extra vertices removed?

Answer: Traffic control shall be paid as a lump sum per site. All costs associated with signage, channelization devices, safety measures, coordination, and personnel shall be included in this lump sum unit price per site, including cost for uniformed police officers at all signalized intersections.

Questions 10: Item #37 Mobilization: According to the specification for this item, no payment will be made for mobilization if the value of all projects within 1000 feet radius exceeds 200LF. It is not possible to estimate the total dollar value for group projects within 1000 feet radius. Would you consider establishing a dollar value as threshold rather than unit quantity of sidewalk?

Answer: This item provides for mobilization compensation for small projects only. Work will consist of all preparations and operations necessary to perform sidewalk, driveway and/or curb work, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site. A mobilization charge will be allowed under this item only if that project qualifies by meeting the following criteria:

- Project must have written approval by the city engineer to receive this mobilization fee.*
- Only one mobilization payment will be made for each project that qualifies herein as stipulated.*

- *Groups of at least three or more individual projects located within a 1000-foot radius of each other as determined from a map book (the scale must be less than or equal to 1" = 2000') will qualify for only one mobilization payment for that group of projects. However, should the value of the projects within 1,000 foot radius exceed the allowance of 200LF of sidewalk, mobilization shall not be paid.*

Questions 11: Can the M/FBE Joint Venture Partner be considered if their application is in process with the Office of Contract Compliance at the moment of the bid date?

Answer: No, each JV team must consist of at least one certified Minority/Female Business Enterprise (M/FBE) partner. A firm that is pending certification at the bid deadline does not meet this requirement.

Questions 12: The requirement is to submit the Joint Venture (JV) Agreement fourteen days in advance. This is not customary in the industry and this will limit the flexibility to make last minute changes or adjustments. Can the JV agreement be submitted at the time of the bid?

Answer: Yes. It is not a requirement to submit the JV agreement fourteen (14) days prior to the bid due date. As a service to the bidding community, the Office of Contract Compliance will review a teams' JV agreement for compliance if they submit the agreement to OCC at least fourteen (14) days prior to the bid due date. Any JV team who is not interested in taking advantage of this courtesy review may submit their JV agreement along with other bid submittals at the bid due date.

Questions 13: Will the Minority Joint Venture Partner self-performed work count towards the EBO goals?

Answer: Yes, a certified M/FBE Joint Venture Partner can be credited with M/FBE participation towards the goal when it self-performs work on the project. The percentage of M/FBE participation credit will be based on the percentage of work self-performed.

Questions 14: If the Majority Joint venture partner is a certified M/FBE, can the Minority Joint Venture partner be non-certified M/FBE or a large Company?

Answer: Yes. However, the certified M/FBE JV partner would be prohibited from receiving self-performing subcontractor participation credit because they are the lead JV firm. This means the JV team would have to include at least two certified M/FBE subcontractors (one AABE to self-perform 17.5% and one FBE to self-perform 13%) to be in compliance with the Equal Business Opportunity (EBO) program goals.

Questions 15: Will a joint venture or a teaming agreement that has a member of the teaming agreement or joint venture satisfy the Utility License requirement?

Answer: Teaming agreements do not satisfy the Joint Venture provision. Proponents who submit a teaming agreement in lieu of a joint venture agreement run the risk of being deemed non-responsive. Additionally, the solicitation document explains the guidelines necessary for the Utility License requirement.

Questions 16: In the Agreement, Section 3.2, states that if the quantities in the Agreement Documents are materially changed to cause inequity to the City, the applicable unit prices shall be equitably adjusted per Article 8. A material change is an increase in quantity of forty percent or more. In Section 8.2 -Changes and Claims states “the unit prices set forth in Exhibit A-1 shall not be subject to modification pursuant to this Article”. Please explain if unit prices will be adjusted for Owner’s benefit? Will Contractor receive equitable adjustment for quantities that underrun by forty percent or more?

Answer: No, the unit pricing will not be adjusted for quantities underrun or quantities exceed.

Questions 17: In the Agreement, Section 4.1.2, “payment to Contractor will be made less applicable retention within (30) days”. What is the amount of retainage to be withheld?

Answer: Article 4; Payment Terms, is revised to include: Section 4.5 The City shall retain ten percent (10%) of the gross amount of each monthly payment or ten percent (10%) of the portion thereof approved for payment, whichever is less; such sum shall be accumulated and not be released to Contractor until final payment is due. Retainage shall not bear interest.

Questions 18: There are no plans or what I need to do to receive the plans if there are any for this project.

Answer: Locations will be determined at a later date and assigned by task order. Repair of existing infrastructure per the City of Atlanta’s Details and Specifications which can be found on the City’s website under the Public the Department of Public Works.

Questions 19: In the Instructions to Bidders, Number 14 – Statement of Bidders Qualification (Required Submittal). Is there a City form that the Bidders must fill out? We cannot find the “form” in the ITB, please provide the requested form if required. Also, we do not see this Statement of Bidders Qualifications in the” Required Submittal Checklist (Form 9)? Is this form required?

Answer: Exhibits G.1, G.2, G.3 and G.4 make up the Statement of Bidder’s Qualifications.

Questions 20: In Part 1-Section 2 Required Submittals, Required Submittals Form 8- Required Submittal Checklist: Actual Checklist is reference as (Form 9)? The checklists list the Required Checklist as Form 8. Which is correct?

Answer: The Checklist is part of form 8. See Attachment No. 2.

Questions 21: How many contractors will be selected for this contract?

Answer: The City anticipates awarding four (4) to five (5) contracts. However the City reserves the right to award to more or less than the anticipated amount.

Questions 22: Can the City Provide an example of a Joint Venture Agreement?

Answer: Yes, attached hereto as Attachment No. 3. However, please note this is purely an example and should not be used as anything more. To ensure that your JV Agreement meets the requirements set forth by the City of Atlanta’s Code of Ordinances, see section 2-1369.

Attachment No. 2

Revised Form 8; Required Submittal Checklist

4/9/15

Required Submittal (FORM 8)
Required Submittal Checklist

The following submittals shall be completed and submitted with each Bid see table below “Required Bid Submittal Check Sheet.” Please verify that these submittals are in the envelope before it is sealed. Disclaimer: It is each Bidders sole responsibility to ensure that their Bid to the City is inclusive of all required submittal documents outlined on the below-referenced checklist; as well as within other parts of the solicitation document.

Submit one (1) Original Bid, signed and dated, and seven (7) complete copies of the Original Bid including all required attachments.

In addition to the hard copy submissions, each Bidder shall submit two (2) digital versions of its Bid Submission in Adobe Portable Document Format (“PDF”) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Bid with no deviations in order or layout of the hard copy Bid. CD Two (2) version should be a redacted version of the hard copy Bid Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Bidder’s printed Bid Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Bidder’s printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

Required Submittal (FORM 8)

	Required Bid Submittal Check Sheet	Check (√)
1	Part I – Instruction to Bidders (Bid Guarantee Included)	()
2	Appendix A - Office of Contract Compliance (Required Submittals Included)	()
3	<p>Part I, Section 2 – All Required Submittal Forms (if any of the required submittal documents are not submitted or incomplete within your Bid submittal package, your firm may be deemed non-responsive). Required Submittals include but are not limited to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Form 1; Illegal Immigration Reform and Enforcement Act Forms <input type="checkbox"/> Form 2; Contractor Disclosure Form <input type="checkbox"/> Form 3; Bid Bond <input type="checkbox"/> Form 4.1; Certification of Insurance Ability <input type="checkbox"/> Form 4.2; Certification of Bonding Ability <input type="checkbox"/> Form 5; Acknowledgment of Addenda <input type="checkbox"/> Form 6; Proponent Contact Directory <input type="checkbox"/> Form 7; Reference List <input type="checkbox"/> Form 8; Required Submittal Checklist <input type="checkbox"/> Authority to Transact Business in the State of Georgia <input type="checkbox"/> Exhibit G.1 – Experience Statement <input type="checkbox"/> Exhibit G.2 – Lower Tier Experience Statement <input type="checkbox"/> Exhibit G.3 – Work in Progress <input type="checkbox"/> Exhibit G.4 – Safety and Health History Form 	()
4	<p>Bidder's Official Company Name:</p> <p>Company Physical Address:</p>	
5	<p>President/Vice President/Owner Name: _____</p> <p>Title: _____</p> <p>Office Telephone Number: _____</p> <p>Direct Cell Telephone Number: _____</p> <p>Email Address: _____</p>	
6	<p>Primary Point-of-Contact Concerning ITB: _____</p> <p>Title: _____</p> <p>Office Telephone Number: _____</p> <p>Direct Cell Telephone Number: _____</p> <p>Email Address: _____</p>	

Attachment No. 3

EXAMPLE

Joint Venture Agreement

JOINT VENTURE AGREEMENT

[REDACTED] Inc. JV

THIS Joint Venture Agreement ("Agreement") made and entered into this 1st day of July 2011 by and between, [REDACTED] and [REDACTED] all parties being Georgia Corporations, (all of the preceding parties hereinafter collectively referred to as the "Joint Venture" or the "Parties" and their joint efforts under this Agreement shall be referred to hereinafter as the "Joint Venture").

WITNESSETH THAT

WHEREAS, [REDACTED] and [REDACTED] have agreed to enter into a contractual Joint Venture.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, [REDACTED] and [REDACTED] hereby agree to constitute themselves as Joint Venturers for the purpose of performing the Individual Contracts (as hereinafter defined), in its entirety and upon the following terms and subject to the following conditions.

STATEMENT OF INTENT: (A) The Joint Venturers desire to prepare and submit bids or proposals from time to time in the name of the Joint Venture formed hereby specifically in the metropolitan Atlanta area to perform water and sewer related infrastructure installation, repair, and rehabilitation projects, as well as, generally for other projects within the State of Georgia in each case in amount and upon terms mutually agreed upon by the Joint Venturers prior to the submission of bids or proposals thereof; and

(B) The Joint Venturers desire to set forth their rights and interests in and their duties and obligations under the contracts (hereinafter the "Individual Contracts") which may be awarded to the Joint Venture as a result of the bids the Joint Venturers elect to submit from time to time within the scope of this Agreement; and

(C) The Joint Venturers intend to allocate the work under the Individual Contracts to each of them pursuant to subcontracts, the scope of which are to be determined according to the method and intent outlined in Exhibits A and B hereto.

1. SCOPE OF AGREEMENT. The Joint Venturers hereby agree to form this contractual Joint Venture solely for the purpose of performing and completing the Individual Contracts, but for no other purpose. It is understood that, as Joint Venturers, [REDACTED] and [REDACTED] are not making any arrangements to perform any work jointly except that specifically encompassed within this Agreement and that each Joint Venturer may carry on its separate business for its sole benefit.

2. DUTIES ON AWARD. When a bid which has been submitted by the Joint Venturers is accepted by an owner which has solicited bid proposals ("Owner"), the Joint Venturers shall execute such documents, with joint and several liability to each of them, and shall take such other steps as the Owner may require to make an Individual Contract a legal and binding agreement among the Joint Venturers on the one hand and the Owner on the other hand. FC-5296, Annual Contract For Water Facilities Installations project duties for [REDACTED] include but are not limited to the following work; waterline installation, T.V. & testing of lines, concrete flat work, etc.. [REDACTED] project duties for FC-5296, Annual Contract For Water Facilities Installations project are to install water main and all related work associated with water main installation.

3. PROPORTIONATE INTERESTS. The interests of the Joint Venturers in and to the (i) Individual Contracts, (ii) all profits and gains realized therefrom as well as (iii) the liability and responsibility of the Joint Venturers for any losses sustained therefrom (except as otherwise provided in this Agreement) shall be the opportunity and/or the responsibility, as the case may be, of each Joint Venture separately based upon the work and value of the work which the Joint Venture has subcontracted to [REDACTED] and [REDACTED]. It is the intent of the Joint Venturers to subcontract the Joint Venture's work generally as outlined in Exhibits A and B.

Each Joint Venturer hereby agrees to indemnify the other against any contractual or other default by the indemnifying party under the Individual Contracts.

4. **MANAGING GROUP.** A representative from each party shall be designated a member of the Managing Group. The Managing Group shall serve under the overall control and direction of the Joint Venturers and shall have general charge and supervision over the timely and satisfactory performance of the Individual Contracts; [provided, however, that, the Joint Venturer which is serving as the Managing Group shall not be liable to the other Joint Venturer for losses caused or sustained as a result of good faith errors of judgment in its actions as Managing Group.] The Managing Group shall have the power, which it may delegate in the name of the Joint Venture, to execute and deliver purchase orders, rental agreements, subcontracts, timely disbursements of monthly invoices and final payments, and such other agreements as are necessary and appropriate to carry out the Individual Contracts. The Managing Group shall establish a principal office from which the activities of the Joint Venture are carried out and directed. The Initial Managing Group for the Joint Venture shall be comprised of the following representatives:

[REDACTED]
[REDACTED]

All decisions, commitments, agreements, undertakings, understandings or other matters shall be made on behalf of each Joint Venturer by its Managing Group Representative(s) and such action by a Joint Venture's Managing Group shall be binding upon that Joint Venturer. The Managing Group shall be entitled to a fee as established in Exhibit "A" of the value of the Individual Contracts to cover its salary and administrative overhead, including provision of the principal office of the Joint Venture, for its services in managing the Joint Venture as provided in this Agreement and which expenses are not otherwise directly attributable to the performance of an Individual Contract hereunder.

5. **ADMINISTRATIVE EXPENSES OF THE JOINT VENTURE; WORKING CAPITAL.** All working capital, when and as required for performance of the Individual

Contracts, shall be furnished by each of the Joint Venturers for their respective performance of the work as allocated to each of them for each Individual Contract as agreed from time to time but generally as outlined in Exhibits A and B. The needed working capital and the dates on which it is to be furnished shall be determined by each of the Joint Venturers, acting separately in their discretion but in each case always in the furtherance of the purposes of this Agreement and the Joint Venture.

6. GENERAL LIABILITY INSURANCE AND BOND BROKERAGE. Insurance shall be provided in the name of the joint venture with the cost to be shared by all parties. All performance and payment bonds that may be required by the Joint Venture for an Individual Contract shall be provided by [REDACTED] with the cost to be reimbursed by the Joint Venture. Subcontracted work may require Performance and Payment Bonds to be provided in the amount of the subcontract.

7. BORROWED FUNDS. No money shall be borrowed for the account of the Joint Venture, nor shall any funds due the Joint Venture be assigned, pledged or hypothecated, unless each of the Joint Venturers agree in writing and in such event as appropriate, for each of the Joint Venturers to become jointly and severally liable for the repayment thereof. If any monies are so borrowed, such funds shall be repaid in full prior to return of any working capital or distribution of gains or profits.

8. BOOKS OF ACCOUNT. (a) Separate books of account for the performance of each of the Individual Contracts and all pertinent matters shall be kept and maintained by the Joint Venturers individually with respect to the subcontracts issued hereunder to each of them. All records of accounts of the Joint Venture shall be kept at the Joint Venturer's project office and shall be open to examination at any time by each of the Joint Venturers. The electronic data shall be processed and stored at the corporate office of [REDACTED] and a monthly statement of accounts shall be prepared by [REDACTED] and distributed to each of the Joint Venturers. Periodic audits of the books shall be made, if desired, and furnished to each of the Joint Venturers by such persons as may be agreed upon by each of the

Joint Venturers. Upon completion of the Individual Contracts, there shall be a final audit of all accounts, records and other pertinent data and a complete and final accounting shall be furnished to each of the Joint Venturers for each of their approval and acceptance.

(b) To the extent records must be kept subsequent to the completion of and acceptance by, each of the Joint Venturers of the final accounting, such records shall be kept at such place as the Joint Venturers shall determine and the cost shall be borne equally by the parties.

9. CONSTRUCTION COSTS. Construction costs to be charged to the Joint Venture shall include the costs of each of the Joint Venturers performing respectively Joint Venturer subcontracts and shall allocate the work under the Individuals contracts as outlined in Exhibits A and B hereto.

10. REPRESENTATIVES. Each Joint Venturer shall appoint one representative, ("Representatives"), each of whom, individually, shall have full and complete authority to act on behalf of the appointing Joint Venturer in all matters pertaining to the performance of the Individual Contracts and this Agreement. The Representative(s) shall meet at least once every three months and be on call of the Managing Group to act on pertinent matters. Each Joint Venturer may change its Representatives at any time by appropriate advance written notice to the other Joint Venturer and the Managing Group.

11. BANK ACCOUNTS. It is agreed that a general account for the Joint Venturers shall be opened at Bank of America. It is agreed that all revenues of the Joint Venture shall be deposited into the general account, which shall be drawn upon as required. The Managing Group shall be authorized to open and draw upon the bank account of the Joint Venture. Two signatures shall be required on all checks. One signature from each Representative shall be required for all checks drawn upon the bank account.

12. DIVISION OF PROFITS. Upon completion of the Individual Contracts, and after paying or providing for the payment of (a) all known costs and expenses, and (b) reserves for such unsettled claims, overruns and other contingencies as each of the Joint Venturers may reasonably, in their discretion, agree to be necessary and after repaying all sums advanced for

working capital, the profits then remaining shall be distributed between the Joint Venturers in accordance with their proportionate interests as described in Exhibit A or as otherwise provided in this Agreement. Any remaining reserves or other undistributed funds shall be similarly distributed when no longer required. It is understood by the parties hereto that the foregoing profit allocations shall not include the working fund account, which shall in all cases be distributed according to the provisions of Paragraph 5(b) above.

13. **BURDEN OF LOSSES.** If the performance of any or all of the Individual Contracts results in a loss, each of the Joint Venturers shall be obligated in accordance with their respective interests for any such loss (irrespective of the fact that any of the Joint Venturers may have advanced more than its proportionate share of working capital as provided above). Such proportionate liability for each Joint Venturer for the bearing of losses shall continue with respect to any claims which, at any time either before or after the completion of an Individual Contract of all of the Individual Contracts, shall be made against any one or both of the Joint Venturers by reason of the Joint Venture of any matter or thing arising in connection therewith.

14. **INSOLVENCY.** Upon the bankruptcy or insolvency of any of the Joint Venturers, or should any Joint Venturer commit any act of bankruptcy or take advantage of any bankruptcy, reorganization, composition, or arrangement statute, then from and after such date, such party, its successors or assigns (hereinafter referred to as the "Insolvent Party") and its representative(s) shall cease to have any voice in the management of this Joint Venture and the Individual Contracts, notwithstanding anything in this Agreement to the contrary. All actions and decisions with respect to the Joint Venture and the Individual Contracts shall thereafter be taken solely by the remaining Joint Venturer and its representative(s). Notwithstanding the foregoing, the Insolvent Party shall remain liable for its share of any losses, and, provided it has met and continues to meet all required advances of working capital, shall be entitled to return of its working capital advanced and to receive its share of any profits, with such distributions to be made at the time and in the manner provided in this Agreement.

15. ASSIGNMENT OR PLEDGE. It is hereby acknowledged and agreed that each Joint Venturer is entering into this Agreement in reliance upon the other Joint Venturer remaining a party to this Agreement, neither Joint Venturer may assign, transfer, pledge or hypothecate its interest, or any part thereof, under this Joint Venture or under the Individual Contracts or its interest in any property or monies of this Joint Venture except with the prior written consent of the other Joint Venturer and upon such terms as the other Joint Venturer may reasonably require.

16. AGREEMENT BETWEEN THE JOINT VENTURERS. No agreement for the performance of any work or the furnishing of any materials or equipment for this Joint Venture by any party shall be entered into by the Joint Venture without the prior written approval of each of the Joint Venturers.

17. APPROVALS. All decisions of the Joint Venture shall require a unanimous vote of the Joint Venturers representatives and shall be recorded in the records of the Joint Venture.

18. INDEMNIFICATION. Each of the Joint Venturers hereby agree to indemnify the other, as well as the Joint Venture of and from any and all claims, demands, actions, causes of action, suits, damage, loss and expenses (including, but not limited to attorney's fees and expenses), of whatsoever kind of nature ("Losses") for and on account of anything that is caused by act or omission of that Joint Venturer whether in the course of subcontract work issued by the Joint Venture to that Joint Venturer, out of that Joint Venturer's operations or otherwise and whether such Losses occur prior to, during or after the operation of the Joint Venturer or prior to during or after the completion of any project undertaken in the name of the Joint Venture.

19. NOTICE. Where written notice is required to be given hereunder, it shall be deemed effective when delivered to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

20. JURISDICTION. All questions relative to the execution, validity, interpretation and performance of this Joint Venture Agreement shall be governed by the laws of the State of Georgia.

21. SINGLE INSTRUMENT. This Joint Venture Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together constitute a single instrument.

22. PARAGRAPH HEADINGS. The paragraph headings immediately following the paragraph numbers are for indexing convenience only and are not intended to be representative of the content of that paragraph and are not to be construed as being part of the agreement.

23. BINDING EFFECT. This Agreement shall bind the Joint Venturers and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than the Joint Venturers, their successors and assigns, any rights, remedy or claim under this Agreement or by reason hereof, or any covenant, stipulations, promises and agreement hereof contained shall be for the sole and exclusive benefit of the Joint Venturers and their respective successors and assigns.

24. ARBITRATION. Any and all disputes of whatsoever nature arising out of, in connection with, resulting from or in any way related to this Agreement shall be submitted for determination in accordance with the then prevailing rules of the American Arbitration Association. Any award or determination therein shall be enforceable in any court of competent jurisdiction. Any costs including reasonable attorney fees and costs of arbitration incurred by each of the Joint Venturers in enforcing its rights hereunder shall be borne by that Joint Venturer found by the Arbitrators to have acted improperly or contrary to the terms hereof or as the Arbitrators may otherwise determine to be equitable.

25. ADDITIONAL JOINT VENTURE PARTNERS. Additional Joint Venture partners may be added as needed with the unanimous vote of all Joint Venter partners.

27. TERMINATION OF AGREEMENT. This agreement may be terminated for the convenience of any Joint Venturer with written consent from all Joint Venturers, or this agreement will automatically terminate as a result of insolvency of any Joint Venturer, or this agreement may be terminated thru a recommendation by the managing partner. This agreement will automatically terminate July 1st, 2015 unless amended prior to this date.

IN WITNESS WHEREOF, the undersigned parties have set their hands the day and date first above written,

ATTEST:

ATTEST:

BY:

TITLE:

BY:

TITLE:

[Redacted Signature]

[Redacted Signature]

EXHIBIT "A"

J.V. Proportionate Interest

[REDACTED]
[REDACTED]

Managing partner fee shall be a mutually agreed upon dollar value included in each individual bid.

EXAMPLE

EXHIBIT "B"

Scope of work for each Joint Venturer - Scope of work to be established for each contract separately. It is expressly understood that unit price contracts will be paid based upon actually quantities installed and approved.

Working Capital – Shall be provided proportionately as described in exhibit "A" with interest to be paid at the rate of 0.1%, but not to exceed \$50,000.00.