



**BOARD OF EDUCATION**

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Cindy Loe, Ph.D., *Interim Superintendent*

**DATE:** March 27, 2019

**TO:** All Bidders

**FROM:** Angela R. Young *A. Cannon (for)*  
Executive Director of Contracting

**RE:** IFB No. 164-19, Tennis Court Resurfacing Projects

Please see Addendum No. 1 for the above-referenced solicitation.

**ADDENDUM NO. 1**  
**IFB NO. 164-19**  
**TENNIS COURT RESURFACING PROJECTS**

A. The following change has been made to the above-referenced solicitation:

**Delete: Page 25**

**Add: REVISED 3/27/2019 Pages 25 and 25A**

CONTRACTING DEPARTMENT

6201 Powers Ferry Road, Atlanta, Georgia 30339 • 470-254-8970 • [www.fcspurchasingdept.org](http://www.fcspurchasingdept.org)

**ADDENDUM NO. 1**  
**IFB NO. 164-19**  
**TENNIS COURT RESURFACING PROJECTS**  
**REVISED 3/27/2019 PAGE 25**

**ADDITIONAL CONDITIONS**

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**11. COMMUNICATION WITH FCS STAFF**

From the issue date of this solicitation until completion of the entire solicitation process and announcement of award notification, all Contractor communication must be authorized by and directed to the Contracting Department including, but not limited to, communications with members of the Board of Education, school system employees and/or contracted agents related to this solicitation. Violation of this provision may result in rejection of your company's response.

**12. BID GUARANTEE (BID BOND)**

The bid must be accompanied by a bid guarantee in an amount alternate to 5% of the amount of the base bid. This guarantee shall be a bid bond (issued by a surety licensed by the Commissioner of Insurance for the State of Georgia).

The bid guarantee shall insure the furnishing of performance and payment bonds if awarded the contract and as required by the solicitation documents.

Failure of the low bidder(s) who is responsive and responsible to supply the required documents (bonds and insurance) within the time frame specified or within such extended period as the FCS may grant, shall constitute a default. In such an event, the FCS may award the contract to the next low bidder who is responsive and responsible, or rebid, whichever is in the best interest of the FCS.

FCS may also charge the defaulting bidder with the difference between the amount of its bid and the amount for which the contract for the work is subsequently executed.

Bid bond and the monies payable thereon will be paid at option of the Owner into funds of FCS as liquidated damages if bidder fails or refuses to return to FCS the required insurance certificate and performance and payment bonds within ten (10) days of the Notice Intent to Award.

**13. PERFORMANCE AND PAYMENT BONDS**

The selected bidder(s) will be required to furnish a performance bond and a payment bond issued by a surety company licensed by the Commissioner of Insurance of the State of Georgia to do business as an insurance company in the State of Georgia. The performance and payment bonds must be in an amount alternate to one hundred percent (100%) of the contract price.

The bonds are furnished as security for the faithful performance of the work of this Contract, including stipulations and agreements of the Contract, the payment of all bills and obligations arising out of the performance of the Contract, which bills and obligations might or would in

**CONTRACTING DEPARTMENT**

**ADDENDUM NO. 1**  
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**ADDITIONAL CONDITIONS**

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any manner become a claim against FCS, and guaranteeing the work included in the Contract against faulty materials and poor workmanship for one (1) year after final acceptance of the work by FCS.

All performance bonds and payment bonds provided by the selected bidder shall be accompanied by an affidavit from the selected bidder that an investigation has been made and that the surety is licensed by the Commissioner of Insurance to do business as an insurance company in the State of Georgia and is further authorized to serve as a surety.

A performance bond satisfactory to Owner in amount alternate to one hundred percent (100%) of the total contract price and a payment bond in amount alternate to one hundred percent (100%) of the total contract price shall be required of the selected bidder to guarantee completion of the work under the Contract and payment for all labor and materials.

Bonds shall be executed by an agent of the surety residing in the State of Georgia. The date of these bonds shall be the same as the date of the Notice of Award letter. The surety shall appoint an agent for service in Atlanta, Georgia upon whom all notices shall be shown on each bond.

The agent executing the bonds on behalf of the surety shall file with the bonds a General Power of Attorney, unlimited as to amount and type of bonds covered by such Power of Attorney and certified by an official of the surety.

FCS will not execute the Contract until it receives and approves the bonds.

If, at any time after the execution of the Contract, FCS determines the surety is unsatisfactory, FCS shall have the right to require new bonds by issuing a notice to the contractor that the surety is unsatisfactory. Failure by the contractor to provide replacement performance and payment bonds issued by a surety that is found to be satisfactory to FCS shall constitute a default.

In the event of the contractor's default under the terms and conditions of the General Conditions, FCS shall have such rights and may take such actions as are granted to it in the event of a default by the contractor pursuant to the General Conditions.

FCS shall not be responsible for any costs incurred as a result of the selected bidder's failure to comply with its obligation to secure performance and payment bonds as set forth herein.

**14. ATTORNEY-IN-FACT**

Attorney(s)-in-fact who sign bid bonds and/or performance and payment bonds must file with each bond a certified copy of their Power of Attorney to sign bonds, with the certificates being certified to include the date of the bond.

**CONTRACTING DEPARTMENT**

**ADDENDUM NO. 1**  
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B. The following are questions received and FCS's responses for the above-referenced solicitation:

1. Will you require a bid bond with the bid?  
**Yes. Please see the attached bonding forms.**
2. Should we include any allowances in the proposal?  
**No.**
3. Are there any prevailing wages required on this job?  
**No.**
4. There is no surfacing product specified. Does that mean we can propose a tennis court surfacing product?  
**Yes.**

C. All other terms and conditions remain the same.

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DOCUMENT 00410  
BID SECURITY FORM

Bond Number \_\_\_\_\_

\_\_\_\_\_ Surety

\_\_\_\_\_ Bidder

FULTON COUNTY BOARD OF EDUCATION..... OWNER/Obligee

FIVE PERCENT (5%) OF THE AMOUNT OF THE BASE BID ATTACHED.....Amount of Bond

Project Description: **Tennis Court Resurfacing Projects**

Date of Bid Opening: **Thursday, April 11, 2019**

Project Number:

Bid Number: **IFB No. 164-19**

WHEREAS, the bidder is herewith submitting to OWNER the above described bid, which is attached hereto and made part thereof.

NOW, THEREFORE, the Surety and the bidder are firmly held and bound, jointly and severally, to OWNER in the amount set forth above, lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents.

If the bid or any part of the bid shall be accepted and a contract awarded to the bidder by OWNER, and if the bidder shall well, truly and fully perform all the terms, conditions, and obligations to be kept and performed on the part of the bidder, and shall within the required time enter into a written contract and shall furnish bond(s) as required by the contract and specifications, or the call for bids, or by law, with a surety acceptable to OWNER, then this obligation shall be void; otherwise it shall remain in full force and effect for a minimum period of 90 days from the date of the bid, or longer if required by law, or longer through mutual agreement of the OWNER and bidder.

This instrument and the amount of money set forth above shall be applied toward, but shall not be considered a limitation upon, any damages which may be sustained by OWNER if the bidder fails to execute a written contract, or fails to secure the necessary bond(s), or fails to comply with all the terms, conditions and obligations to be kept and performed on the part of the bidder.

The maximum amount of Surety's liability claimable and recoverable under this instrument shall be and hereby is expressly limited to the amount of money set forth above. In addition to the liability of the Surety under this bond, the Court shall award to the prevailing party in any suit brought on this bond reasonable attorneys' fees and costs, even if such amounts exceed the penal sum of this bond.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

State of \_\_\_\_\_ SS

County of \_\_\_\_\_

On \_\_\_\_\_, before me,

\_\_\_\_\_, a Notary Public

\_\_\_\_\_  
BIDDER

By (signed) \_\_\_\_\_  
*Signature of Authorized Person*

Title \_\_\_\_\_

Personally appeared \_\_\_\_\_  
Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.  
WITNESS my hand and official seal.

\_\_\_\_\_  
SURETY

By (signed) \_\_\_\_\_  
*Signature of Attorney-In-Fact*

(Notary Seal)

Address \_\_\_\_\_

City, State \_\_\_\_\_

Telephone \_\_\_\_\_

\_\_\_\_\_  
*Signature of Notary*

**ATTACH CERTIFIED COPY OF POWER OF ATTORNEY AND ALL-PURPOSE ACKNOWLEDGMENT.  
(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)**

[If you do not submit a certified or cashier's check, failure to submit this form SHALL render your bid non-responsive]END OF DOCUMENT

DOCUMENT 00605  
PERFORMANCE BOND

WHEREAS, FULTON COUNTY BOARD OF EDUCATION,

hereinafter called OWNER, and \_\_\_\_\_

hereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety,

dated: \_\_\_\_\_

for: \_\_\_\_\_

Contract  
Amount: \_\_\_\_\_

NOW, THEREFORE, CONTRACTOR, as Principal, and \_\_\_\_\_,  
as Surety; are held and firmly bound to OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the  
CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents:

PERFORMANCE BOND

In an amount equal to One Hundred Percent (100%) of the above  
Contract Amount. The condition of this obligation is that if the  
CONTRACTOR shall in a workmanlike manner promptly,  
competently, and faithfully perform all of the terms and conditions of  
the Contract in strict conformity therewith, then this obligation shall  
be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no adjustment to the Contract Amount and or Contract Times, alteration, additions  
and/or deletions to the terms of the Contract, or to the Work to be performed there under, shall in anyway affect its obligations on the above bond, and  
it does hereby waive notice of any such change, adjustment, alteration, addition or deletion to the terms of the Contract Documents.

In case any suit is brought upon this bond, reasonable attorneys' fees shall be awarded to the prevailing party, only the amount thereof being within the  
Court's discretion. Attorneys' fees awarded against the Surety can exceed the penal sum of this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CONTRACTOR

SURETY

By \_\_\_\_\_  
Attorney-in-Fact  
Address \_\_\_\_\_

Title \_\_\_\_\_ Telephone Number \_\_\_\_\_

Bond Number \_\_\_\_\_

OWNER will verify this bond by:

VERIFICATION BY FULTON COUNTY CONTRACTING DEPARTMENT

1. Verify the Surety is currently certified by the State Insurance Commissioner as an admitted Surety Insurer and such authority is in full force and effect.
2. Verify the Surety is solvent by confirming its rating with A.M. Best.
3. Validate that the Surety Company issued this bond to the assigned company in 100 percent of the contract amount.

**(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)**  
END OF DOCUMENT

DOCUMENT 00600

PAYMENT BOND  
(LABOR AND MATERIAL)

WHEREAS, FULTON COUNTY BOARD OF EDUCATION,

hereinafter called the OWNER, and \_\_\_\_\_

hereinafter called the CONTRACTOR, have entered into a Contract

dated \_\_\_\_\_

for \_\_\_\_\_

Contract  
Amount \_\_\_\_\_

NOW, THEREFORE, the CONTRACTOR, as Principal, and the following named Surety,

are held and firmly bound to the OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

PAYMENT BOND

In an amount equal to One Hundred Percent (100%) of the above Contract Amount. The condition of this obligation is that if the Contractor or his Subcontractors, fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over from the wages of employees of the CONTRACTOR and his Subcontractors, with respect to such work and labor that the surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

This bond is executed in accordance with the requirements of the Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 et seq. and acts amendatory thereof; and shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of O.C.G.A. § 36-91-93 and acts amendatory thereof, or to their assigns.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed there under shall in anywise affect its obligations on the above bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

CONTRACTOR/PRINCIPAL

SURETY

By \_\_\_\_\_

Attorney-in-Fact

By \_\_\_\_\_

Address \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

Bond Number \_\_\_\_\_

OWNER will verify this bond by:

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