



## **Forsyth County Procurement**

**Greg Bridges, Procurement Agent III**

May 19, 2020

### **ADDENDUM #2**

### **BID No. 20-61-1620**

**For: Providing all materials, equipment and labor for Renovation of 426 Canton Highway Building**

This addendum supersedes and supplements all portions of the bidding documents and becomes part of the contract documents for the above-referenced project.

Where any item called for in the specifications or indicated on the drawings is supplemented hereby, the original requirements shall remain in effect.

Where any original item is amended, voided or superseded hereby, the provision of such item not so specifically amended, voided or superseded shall remain in effect.

**Required Bid Bond and Performance and Payment Bond documents are attached:**

BID BOND

FORSYTH COUNTY

BID NUMBER: 20-61-1620

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

*Forsyth County Board of Commissioners  
110 Main Street, Cumming, GA 30040*

hereinafter referred to as Obligee, in the penal sum of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to Forsyth County, Georgia, a proposal for furnishing materials, labor, and equipment for:

**Renovation of 426 Canton Highway Building**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

BID BOND

BID NUMBER: 20-61-1620

BID DATE: May 28, 2020

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Forsyth County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Forsyth County, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Forsyth County, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to Forsyth County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. 13-10-1, *et seq.* and 36-86-101, *et seq.*, and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

(This space intentionally left blank)

(Signatures Next Page)

BID BOND

BID NUMBER: 20-61-1620  
BID DATE: May 28, 2020

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 202\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

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

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

By: \_\_\_\_\_  
(Attorney-in-Fact and Resident Agent)

\_\_\_\_\_  
(Attorney-in-Fact)

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONSENT OF SURETY

(This Consent of Surety is Part of the Bid Documents)

BID NUMBER: 20-61-1620

BID DATE: May 28, 2020

PROJECT DESCRIPTION: Renovation of 426 Canton Highway Building

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, as principal  
and \_\_\_\_\_  
(Name of Company),

a Corporation created and Surety existing under the laws of the State of \_\_\_\_\_ and  
having its principal office at

\_\_\_\_\_  
(Complete Address of Surety Company)

are held firmly bound unto Forsyth County, Georgia hereby jointly and severally bind ourselves,  
our heirs, successors, administrators, executors, legal representatives, and assigns by these  
presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas, the above named  
principal submits the herewith Bid for improvements to interior of the Fowler WWTF building.

Forsyth County, Georgia to the Board of Commissioners of Forsyth County, Georgia in  
conformance with the Advertisement for Bids and Information for Bidders; we, the above  
Surety will meet all stipulations and will execute the Surety Bonds as hereinafter, to the above  
named principal in the event he should be awarded a Contract and in the amount of one  
hundred percent (100%) of the total Bid Price for performing the work and guaranteeing its  
performance in conformity with the Plans and Specifications and in amount one hundred  
percent (100%) of the total Bid Price for the payment of all persons performing labor or  
furnishing materials therewith, to Forsyth County, Georgia.

(This space intentionally left blank)

CONSENT OF SURETY  
(Continued)

(This Consent of Surety is Part of the Bid Documents)

WITNESS OUR SIGNATURES this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Attest: \_\_\_\_\_  
(Principal Secretary)

By: \_\_\_\_\_  
(Principal- printed name, title)

(SEAL)

By: \_\_\_\_\_  
(Signature)

Surety:

Attest: \_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_  
(Attorney in Fact and Resident Agent)

(SEAL)

\_\_\_\_\_  
Witness as to Surety

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

PROJECT NAME: Renovation of 426 Canton Highway Building  
BID NUMBER: 20-61-1620

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

*Forsyth County Board of Commissioners  
110 E. Main Street, Cumming, GA 30040*

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of \$\_\_\_\_\_ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

This condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached with the Obligee, dated \_\_\_\_\_, 202\_\_.

PERFORMANCE BOND

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. 13-10-1, *et seq.* and 36-86-101, *et seq.*, and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

(This space intentionally left blank)



PERFORMANCE BOND

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 202\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

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

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

By: \_\_\_\_\_  
(Attorney-in-Fact and Resident Agent)

\_\_\_\_\_  
(Attorney-in-Fact)

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PAYMENT BOND

BID NUMBER: 20-61-1620

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

*Forsyth County Board of Commissioners  
110 E Main Street, Cumming, GA 30040*

hereinafter called Obligee, for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of \$\_\_\_\_\_ in lawful money of the United States, for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated \_\_\_\_\_, 202\_\_ for Forsyth County.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said contract according to its terms, covenants and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. 13-10-1, *et seq.* and 36-86-101, *et seq.*, and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

PAYMENT BOND

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 202\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Principal)

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

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Attorney-in-Fact)

(SEAL)

By: \_\_\_\_\_  
(Attorney-in-Fact and Resident Agent)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.