



## CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1900  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6204 Fax: (404) 658-7705  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,  
CIPC, CISCC, CIGPM, CPPC  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

July 13, 2016

Dear Potential Proponents:

**Re: FC-8919, Annual Contract for Security Guard Services**

Attached is one (1) copy of **Addendum Number 3**, which is hereby made a part of the above-referenced project.

For additional information, please contact Mr. Karl Walbrook, Contracting Officer, at (404) 330-6517 or by email at [kwalbrook@atlantaga.gov](mailto:kwalbrook@atlantaga.gov).

Sincerely,

A handwritten signature in blue ink that reads "Adam L. Smith".

Adam L. Smith

ALS/kw



**ADDENDUM NO. 3**

This Addendum No. 3 forms a part of the Request for Proposals (“RFP”) and modifies the original solicitation package as noted below and is issued to incorporate the following:

1. **Revised Due Date**  
Monday, July 18, 2016 @ 2:00 P.M. EDT.
2. **Questions and Answers**  
A total of twenty-one (21) questions and answers are attached hereto as **Attachment No. 1.**
3. **Revised Cost Proposal (7/13/16)**  
A Revised Cost Proposal is attached hereto as **Attachment No. 2.**
4. **Revision to RFP**  
Part 5, Exhibit A – Scope of Services, Section 3.6 A. of the RFP has been revised (adding forty (40) additional hours) and should be replaced in its entirety with the following:
  - A. Monday through Friday - DWM will require **three (3)** security personnel and **three (3)** patrol vehicles from 3pm until 7am **and two (2)** security personnel and **two (2)** patrol vehicles from **1pm until 9am**. DPW will only require one (1) Security personnel and one (1) patrol vehicle from 3pm until 7am.
5. **Attachment No. 3**  
Draft Proposal and Payment Bond forms are attached hereto as **Attachment No. 3.**

The last day for questions was Wednesday, June 29, 2016.

The Proposal due date **HAS** been modified and Proposals are due on Monday, July 18, 2016 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,  
CIPC, CISCC, CIGPM, CPPC  
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-8919, Annual Contract for Security Guard Services**  
**Addendum No. 3**  
**July 13, 2016**  
**Page 3**

**Acknowledgment of Addendum No. 3**

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

This is to acknowledge receipt of Addendum No. 3 for **FC-8919, Annual Contract for Security Guard Services** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Legal Company Name of Proponent

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# **ATTACHMENT NO.1**

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## **QUESTIONS & ANSWERS (21)**

## Questions & Answers for the RFP - FC-8919

### Question 1:

Scope of Services there is not a Cost Proposal Form for the DPW. Will there be one?

#### Answer:

Please see Attachment No. 2 in Addendum No. 3.

### Question 2:

Scope of Services Section 3.5 states that five mobile patrol staffing(s) and vehicles are required for DWM and 1 mobile patrol staffing and vehicle are required DPW patrols. Currently the DPW has no patrols. Is this correct? If so, what sites will the new DPW mobile patrol be visiting?

#### Answer:

The Level II operates as a patrol beginning at 3 pm until 7 am.

### Question 3:

We understand that the additional fifth patrol for DWM is to perform security visits to ten new sites. May we have the addresses of these ten new sites? There are no ten new sites at this time.

#### Answer:

There are no additional sites. The 5<sup>th</sup> Patrol will be used to re-zone the current four (4) Patrols to make operations more efficient.

### Question 4:

The Bid Schedule and pricing information require pricing for 660 hours of patrols for DWM. 5 patrols for the hours in the specification SOS page section 3.5 is 640 hours per week. What are the extra 20 hours? Is this a correct number?

#### Answer:

There will be a total of 680 hours. Please see Addendum No. 3, Item No. 4 and Attachment No. 2.

### Question 5:

Scope of Services, Cost Proposal Form only extends weekly hours totals per site. Is this all the extended hours you need? Or do you want an annual total? The Cost Proposal Form has the following formula: (example):

14th Street: 336 hours weekly; Security Officer Unit Rate \$\_\_\_ per hour equals \$\_\_\_\_\_ Extended Cost. This gets a weekly total. Is that all you need totaled?

#### Answer:

An annual, one (1) year total will also be needed. See Revised Cost Proposal in Addendum No. 3, Attachment No. 2.

### Question 6:

Regarding the DWM Roving Patrols:

As the incumbent provider, we understand that in order to satisfy DWM Security Leadership expectations, each patrol vehicle is driven an average of 85,000 miles each year. Similarly, the Level II Patrol vehicle averages 75,000 miles each year. Does the City plan to specify these mileages for all bidders' consideration?

#### Answer:

Correct, each patrol vehicle will average approximately 85, 000 miles per year and each Level II vehicle will average approximately 75,000 miles per year.

**Question 7:**

Regarding the required performance bond:

Will the Performance bond be accepted by the City if it is in the name of the Prime Contractor only or is it required to be in the name of the Joint Venture? Obtaining bonds in the name of newly formed Joint ventures on short notice may be problematic for the bidding group.

**Answer:**

The Performance and Payment bonds must be in the name of the Joint Venture.

**Question 8:**

Request for clarification on training:

Currently there is 24 hours of State Mandated Training plus, 40 hours of additional training which includes 16 hours of OJT (adequate knowledge of the tasks by the security officer will be determined by DWM) and 24 of on-going refresher training. Is this still the required training in this bid?

**Answer:**

Yes, the correct training required is outlined in Part 5, Exhibit A – Scope of Service Scope of Service (“SOS”), Section 6 of the RFP.

**Question 9:**

SOS page 15 section 14.1 - requires radios/cell phones for each guard at DWM and DPW. Do you mean per guard post? Could you define what kind of radios or cell phones or both? With the current technology can we just provide cell phones at each site?

**Answer:**

A radio/cell phone will be provided at each fixed post; each Patrol Officer (five (5) for DWM and one (1) for DPW) and each Level II shall be provided a radio/cell phone. All radios/cell phones shall be returned to the fixed post at the end of every shift (devices must remain on site). Cell phones or radios may be used, however, if radios are selected, Service Provider must obtain a repeater for their frequency.

**Question 10:**

Page 15 section 14.2 speaks of a Tour Wand System. Is this negotiable at time of request?

**Answer:**

Yes. Currently there is no Tour Wand System in place, but the City will have the right to implement this system if warranted.

**Question 11:**

SOS page 20; section 21: The city wants coverage on all holidays. Does the guard get Holiday pay (time and a half) for working? Is the contractor allowed to bill at a Holiday rate? How many holidays will the City recognize on this agreement?

**Answer:**

The Service Provider is not allowed to bill at a Holiday rate for any holiday, including the nine (9) holidays recognized by the City. The City will pay the regular contracted hourly rate for holidays worked. Proposed contracted rates must include all overhead costs, including, but not limited to, Project Managers salary, transportation cost, fuel cost, vehicles, vehicle maintenance and cost incurred in meeting Federal (e.g., the Federal Fair Labor Act requires that an employee who works a holiday be paid time and a half for work performed on the holiday) and State laws.

**Question 12:**

Page 8 Section 4.12 refers to Project Managers. Does this mean there is a Project Manager for each Department (DWM and DPW)? Page 8 Section 4.11 refers to staff member of Provider or maybe a direct billed. Which are they? Should they be billed directly to the City or be incorporated into overhead? Do they need transportation?

**Answer:**

Two (2) Project Managers are required, one (1) for DWM and one (1) for DPW. Additionally, each Project Manager will need transportation. Their salary and vehicle expenses should be incorporated into overhead. See response to Question 11.

**Question 13:**

SOS page 22 section 28.3: The RFP requires contactors to provide a fringe benefit program paying specific amount per employee. What hourly fringe benefit amount is the city specifying? Fringe benefits under the current contract are at 25% of salary. Please also specify if the amount is to be in addition to the \$11.00/hour for the Level I guards and \$13.00/hour for the Level II guards? Please specify what the city requires in this fringe benefit package? (IE: health insurance, vision, dental, vacation, etc.) This level of detail will assure that all bidders address their proposals to meet the City's expectations.

**Answer:**

The fringe benefits will remain at 25% of the salary and is in addition to the minimum required hourly rates (\$11.00/hour for the Level I guards and \$13.00/hour for the Level II guards). The fringe benefit package will include at a minimum, Health Insurance, Vision and Dental benefits as well as Vacation.

**Question 14:**

SOS Section 28.5 states that only taxes and court ordered deductions are allowed to be deducted from employees salary. Does this mean that officers cannot be charged for their uniforms?

**Answer:**

Yes. All uniforms and required equipment and weather gear shall be provided to them by Service Provider at no charge to the employee.

**Question 15:**

Are both Joint Venture contractor companies required to hold current security licenses in the State of Georgia?

**Answer:**

Only the majority interest holder in the Joint Venture is required to hold a current security licenses in the State of Georgia.

**Question 16:**

Can we get a list of potential bidders from the plan holder's list?

**Answer:**

The Pre-Proposal sign-in sheet has been posted to the City's website. Additionally, instructions for obtaining a copy of the Plan Holder's List is provided in the Advertisement letter, also posted on the City's website.

**Question 17:**

Regarding required forms 1, 2, 4.2, 5, 6, 7, 8 and 9:

Please specify should each form be completed for the Joint Venture, by all Joint Venture Partner companies or all of the above?

**Answer:**

Forms 1, 2, 3, 4.1, 4.2, and 7 must be completed by each member of the Joint Venture team. Forms 5, 6, 8 and 9 may be completed by either the Joint Venture or each member of the Joint Venture team.

**Question 18:**

The solicitation states that a joint venture may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen calendar days prior to the date set for receipt of bids.... Will only joint ventures be considered valid participants? And is it too late to form a joint venture to participate in this solicitation?

**Answer:**

As a courtesy to all Joint Venture (JV) teams the Office of Contract Compliance (OCC) offers a review of JV Agreements for teams who submit them to OCC at least 14 days prior to the bid/proposal due date. This courtesy review is designed to assist proponents in crafting a viable JV agreement. The 14 days allows OCC time to review the JV agreement and provide comments back to firms seeking our review. This solicitation requires a joint venture at the prime contractor level. Please be advised that firms who fail to enter into a JV with at least one city certified minority or female business enterprise (M/FBE) will run the risk of being deemed non-responsive.

**Question 19:**

The solicitation states that a joint venture may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen calendar days prior to the date set for receipt of bids.... Will only joint ventures be considered valid participants? And is it too late to form a joint venture to participate in this solicitation?

**Answer:**

See Response to Question 18.

**Question 20:**

Do you have sample payment/performance bonds?

**Answer:**

See Addendum No. 3, Attachment No. 3.

**Question 21:**

Can an annual bond form be used for payment/performance? Attached are similar forms that Atlanta Airport uses. Would this format be acceptable?

**Answer:**

The bond provided in Appendix No. 3, Attachment No. provided is the acceptable bond format. Please note that the performance and payment bonds are only needed from the proponent that is awarded the contract at contract execution and **not** at the time of Proposal submission.

**EXHIBIT A.1**

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**COST PROPOSAL**

## **ATTACHMENT NO.2**

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**REVISED COST PROPOSAL**  
07/13/2016

## COST PROPOSAL FORM

**FC-8919, Annual Contract for Security Guard Services for the Department of Public Works**

*Revised July13, 2016*

Item Number	Position Description	Unit	Approx. Quantity per Week <sup>1</sup>	Unit Rate <sup>2</sup>	Extended Cost		
<b>1.</b>	Level I- <b>DPW</b> Security Officer						
a.	128 Claire Drive	Hr.	168				
b.	21 Claire Drive	Hr.	60				
c.	23 Claire Drive - Front	Hr.	168				
d.	23 Claire Drive - Rear	Hr.	84				
e.	124 Claire Drive	Hr.	168				
f.	315 Chester Ave. - Front	Hr.	168				
g.	315 Chester Ave. - Rear	Hr.	168				
h.	1540 Northside Dr.	Hr.	168				
i.	1370 Howell Mill Rd.	Hr.	168				
j.	1111 Hill St.	Hr.	168				
k.	1150 North Ave.	Hr.	168				
l.	1120 North Ave.	Hr.	168				
m.	2175 James Jackson Pkwy.	Hr.	128				
n.	1401 Gun Club Dr.	Hr.	128				
o.	275 Auburn Ave.	Hr.	136				
<b>2.</b>	<b>TOTAL Item 1 (a-o) Weekly</b>						
<b>3.</b>	<b>ANNUAL TOTAL</b>	<b>Item 2 Weekly x 52 weeks/year</b>					
Item Number	Position Description	Unit	Approx. Quantity per Week <sup>3</sup>	Unit Rate <sup>4</sup>	Annual Factor	Extended Cost	
<b>4.</b>	Level II- Security Officer Supervisor	Hr.	168		x 52 weeks/year		

<sup>1</sup> Quantities are estimates and are subject to change based on need.

<sup>2</sup> Unit Rates are inclusive of overhead costs.

<sup>3</sup> Quantities are estimates and are subject to change based on need.

<sup>4</sup> Unit Rates are inclusive of overhead costs.

**FC-8919, Annual Contract for Security Guard Services for the Department of Watershed Management**

*Revised July13, 2016*

Item Number	Position Description	Unit	Approx. Quantity per Week <sup>5</sup>	Unit Rate <sup>6</sup>	Extended Cost
<b>5.</b>	<b>Level I- DWM Security Officer</b>				
a.	14 <sup>th</sup> Street	Hr.	336		
b.	Englewood	Hr.	336		
c.	RM Clayton Treatment Plant	Hr.	336		
d.	Hemphill Water Treatment Plant	Hr.	208		
e.	Hemphill Settle Solids & Raw Water	Hr.	40		
f.	South River Water Reclamation Center	Hr.	228		
g.	Stonewall	Hr.	168		
h.	Intrenchment Creek	Hr.	168		
i.	Utoy Creek Water Reclamation Center	Hr.	218		
j.	Adamsville	Hr.	168		
k.	Pipe Yard	Hr.	168		
<b>6.</b>	<b>TOTAL Item 6 (a-k) Weekly</b>				
<b>7.</b>	<b>ANNUAL TOTAL</b>	<b>Item 7 Weekly x 52 weeks/year</b>			

Item Number	Position Description	Unit	Approx. Quantity per Week <sup>7</sup>	Unit Rate <sup>8</sup>	Annual Factor	Extended Cost
<b>8.</b>	<b>Level II- Security Officer Supervisor</b>	Hr.	168		x 52 weeks/year	
<b>9.</b>	<b>Mobile Patrols</b>	Hr.	680		x 52 weeks/year	

<sup>5</sup> Quantities are estimates and are subject to change based on need.

<sup>6</sup> Unit Rates are inclusive of overhead costs.

<sup>7</sup> Quantities are estimates and are subject to change based on need.

<sup>8</sup> Unit Rates are inclusive of overhead costs.

**Proposal Total**

Annual Total Proposal (**DPW**) (Total of Items 3 thru 4) \$ \_\_\_\_\_

\_\_\_\_\_  
Total Proposal (Total of Items 3 thru 4) in words

Annual Total Proposal (**DWM**) (Total of Items 7 thru 9) \$ \_\_\_\_\_

\_\_\_\_\_  
Total Proposal (Total of Items 7 thru 9) in words

The undersigned declares that he understands that the quantities shown are approximate only and are subject to either increase or decrease and that should the quantities of any of the items of work be increased, the undersigned agrees to do the additional work at the unit prices set forth herein, and should the quantities be decreased, the undersigned also understands that payment will be made on the actual quantities installed at the unit proposal price, and the undersigned will make no claims for anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the job.

The undersigned also agrees that extra work, if any, performed in accordance with the specifications will be paid for in accordance with the provisions of those Articles. Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern. The proposal prices shall include all costs of completion of the work except as otherwise specified in the Contract Documents.

The names and residence addresses of all persons and parties interested in the foregoing proposal as principals are as follows:

Give first and last names in full. In the case of a corporation, give name of president, treasurer, and manager, and in the case of a partnership, give names and addresses of members.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the services.

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

(Space for Corporate Seal)

## **ATTACHMENT NO.3**

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**DRAFT PROPOSAL & PAYMENT BOND**

CONTRACT EVALUATION QUESTIONNAIRE

DATE MAILED: July 13, 2016

RETURN TO: Patricia Lowe BUYER

The Department of Procurement is evaluating the contract shown below by sending this questionnaire. Please complete all the information required at each space and return to this Department -within ten (10) days from the date shown above, along with any supplemental comments and suggestions.

Annual Contract Name: Ammunition and Component Parks

Annual Contract Number: 6951-PL Expiration Date: November 18, 2016

Vendors(s) Precision Delta Corporation

- 1. Has the quality of the merchandise been satisfactory? Yes \_\_\_\_\_ No \_\_\_\_\_
- 2. Has Delivery been on time? Yes \_\_\_\_\_ No \_\_\_\_\_
- 3. If the contract requires services(s) by the vendors(s), has the service been rendered satisfactorily? Yes \_\_\_\_\_ No \_\_\_\_\_
- 4. Do you recommend establishing this contract for another year? (Regardless of Vendor) Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer to any of the above questions is **NO**, please explain by adding additional sheets to this document.

- 5. List on separate sheet all the items you are currently purchasing in this category/commodity, that you feel should be added to this contact. Include description and estimated quantities for each item.
- 6. Have you had any exceptions to this contract? This may or may not have resulted into complaint to the Department of Procurement Example: Material delivered did not meet specifications; material not delivered within the required time; material delivered is defective, etc. (You may attach copies of complaint to this form). What reasons were used for justification for this exception? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COMMENTS: Please complete and return with corrections/additions to specifications no later than Monday, July 25, 2016, TO: Patricia Lowe at 404-330-6583. Please have form signed by authorized person before returning. Thank you.

Using Agency: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature of Using Agency: \_\_\_\_\_

## Payment Bond

### INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

# Payment Bond

"City" City of Atlanta

"Project" \_\_\_\_\_

"FC No." \_\_\_\_\_

"Principal" (Legal Name and Business Address), \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Type of Organization ("X" one): \_\_\_\_\_ Individual  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Corporation

"Surety:" (Name and Business Address) \_\_\_\_\_

\_\_\_\_\_ duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, regarding performance of Work relative to the Project.

"Penal Sum:" \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall make payment of all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of O.C.G.A. Section 36-91-1 *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:** \_\_\_\_\_

\_\_\_\_\_  
President/Vice President (Sign)

\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by:

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

**SURETY:** \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Sign)

\_\_\_\_\_  
Attorney-in-Fact (Type or Print)

**APPROVED AS TO FORM**

\_\_\_\_\_  
Associate/Assistant City Attorney

**APPROVED**

\_\_\_\_\_  
City's Chief Financial Officer

## Performance Bond

### INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

## Performance Bond

"City" City of Atlanta

"Project" \_\_\_\_\_

"FC No." \_\_\_\_\_

"Principal" (Legal Name and Business Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Organization ("X" one): \_\_\_\_\_ Individual  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Corporation

"Surety:" (Name and Business Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

duly authorized by the Commissioner of  
Insurance of the State of Georgia to transact  
surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
regarding performance of Work relative to the Project.

"Penal Sum:" \_\_\_\_\_.

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:** \_\_\_\_\_

\_\_\_\_\_  
President/Vice President (Sign)

\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by:  
\_\_\_\_\_

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

**SURETY:** \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Sign)

\_\_\_\_\_  
Attorney-in-Fact (Type or Print)

**APPROVED AS TO FORM**

\_\_\_\_\_  
Associate/Assistant City Attorney

**APPROVED**

\_\_\_\_\_  
City's Chief Financial Officer