Invitation to Bid

ADVERTISEMENT Services

ITB 27-70 MAIN STREET STREETSCAPE IMPROVEMENTS

The City of College Park is presently accepting proposals from qualified persons, firms, or companies for the above-advertised solicitation.

There will not be an information conference/pre-proposal meeting for this solicitation.

Proposals will be received no later than Tuesday, November 10th, 2026, at 3:00 pm EST) www.bidnetdirect.com//cityofcollegepark

Proposals received after the above date and time, or in any other location other than the Purchasing Department, will not be considered.

Timeline

Question, Answer, and Clarification Deadline www.bidnetdirect.com//cityofcollegepark	November 5th 2026	12:00 pm (EST)
Non-Mandatory Pre-Bid A Non-Mandatory Pre-Bid Conference will be held virtually by our staff and the responsible person(s). **MS TEAMS-** Meeting ID: 278 439 330 912 619 1 Passcode: HU2cx74g	November 3 2026	10:00 am (EST)
ITB Submittal Due Date www.bidnetdirect.com//cityofcollegepark Bidders are required to submit responses to solicitations electronically. If you need any assistance registering or using the platform, please call BidNet Direct's Support Team at 800-835-4603 ext. 2 for assistance. . **MS TEAMS-** Meeting ID: 263 665 209 270 620 8 Passcode: tU3rP3sX	November 10th 2026	03:00 pm (EST)

All minority, woman-owned, and small business owners are strongly encouraged to submit a proposal for this solicitation. The contract will be awarded to the most responsive offeror, not always the lowest cost, that is determined to meet the requirements and criteria set forth within the solicitation.

It shall be the person, firm, or company's responsibility to check the City's website, under the Purchasing Department, for all/any bid documents including published addenda.

The City of College Park reserves the right to reject any or all bids based on past performance and to waive technicalities and informalities and re-advertise.

1. If there are any questions whatsoever regarding any portion of the advertised solicitation, it is the responsibility of the person, firm, or company to submit all questions through the City's BidNet portal to the deadline for questions, answers, and clarification.
2. Responses to all/any question(s), in the form of an addendum, will be published with the corresponding solicitation under the Bid/ITBs link on BidNet Portal, and the City's website, no later than the suggested deadline.
3. It shall be the person, firm, or company's responsibility to check the BidNet Portal, and City's website, under the Purchasing Department, for all/any published addenda.
4. The person, firm, or company shall indicate any variation(s) from the specification(s) in writing and include them with their proposal.
5. The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best practices are to prevail and that only materials of first quality and correct type, size, and design are to be used.
    a. All workmanship shall be of first quality.
    b. All interpretations of the specification(s) shall be made upon the basis of the statement.
6. All bids shall be awarded to the most responsive and responsible offeror unless additional criteria and qualifications are established by the solicitation. If no criteria are specified in the solicitation, the award will be based upon the lump sum price alone.
7. In most cases, proposals shall be evaluated on the following items, but not necessarily in this order:
    a. Cost (not always the winning proposal).
    b. Offeror adheres to specifications.
    c. Deliverables of good/service(s).
    d. Past performance of person, firm, or company to the City of College Park.
8. The City of College Park desires delivery of the material and/or services specified at the earliest possible time after the date of award.
    a. Offeror shall provide an estimated time.
    b. An unreasonable delivery proposal may be cause for disqualification of a bid.
9. All prices shall be for delivery, our destination, F.O.B. freight prepaid, and allow College Park, Georgia, unless otherwise shown. **(*if applicable*)**
10. Cash discounts or end-of-month terms should be shown separately, even if terms are net.
11. The City of College Park:
    a. Reserves the right to accept or reject any or all bids, due to past performance, etc., and waive any informality. Further, the City expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any or all proposals in response to this ITB without indicating any reasons for such rejection(s).
    b. Request and consider the submission of proposal modifications at any time before the award is made if such is in the best interest of the City.
    c. Request clarification and/or additional information from proposers during the evaluation process.

d. Negotiate with the selected consultant to include further services not identified in this ITB.
e. In the event of contract termination, enter into contract negotiations with other qualified companies that submitted acceptable proposals, rather than redoing the proposal process for the project.
f. The City of College Park will accept or reject all bids within 90 days from the date of the bid opening.

12. The bidder or contractor shall provide a copy of the person, firm, or company's Workers' Compensation Insurance with a limit of not less than required by the State of Georgia or otherwise stated in the bid instructions.
13. The bidder or contractor shall provide a copy of the person, firm, or company's Commercial General Liability Insurance. (***if applicable***)
14. Federal or State Sales Tax is inapplicable to the City of College Park.
    a. The Tax Identification Number (TIN) is 58-6000542. form provided upon request.
    b. Under the Code of Georgia, Charter 88-18, has sales tax-exemption status; form provided upon request.
    c. City of College Park Unique Entity Identifier (UEI) can be provided upon request.

The undersigned on the bid proposal certifies that the person, firm, or company has carefully examined the instructions to bidders, terms, and specifications applicable to and made a part of this proposal.

The person, firm, or company further certifies; the prices shown in the schedule of items on which the person, firm, or company is bidding are in accordance with the conditions, terms, and specifications of the proposal and that any exception taken thereto may disqualify the bid.

Multiple Awards: The City reserves, in its sole discretion, the right to make one (1) award, no award, or award to multiple Bidders. The award(s) will be based on the Bid in its entirety or by components

SIGNATURE: _____ DATE: _____

NOTE: This Invitation to Bid (ITB) document is a standard boilerplate form; in addition, take into consideration that this may not be modified for every ITB.

City of College Park
(Terms and Conditions)

THE CONTRACT: The documents ("Contract Documents") that form the contract (the "Contract") between Buyer and Seller are the Buyer's purchase order (the "PO") issued to Seller, all documents referenced in the PO (including without limitation drawings, specifications, instructions, quality assurance requirements and any other referenced documents), all drawings, specifications and other documents referenced in the Buyer's request for quotation issued to Seller for the Contract (unless and to the extent such documents are excluded from the Contract by express provisions in, and not by mere omission from, the PO), supplements to the PO issued to Seller by Buyer, these Terms and Conditions, and all documents referenced in any Contract Documents. What is required in any one Contract Document shall be deemed required by all Contract Documents and the Contract. Where there is any conflict or inconsistency between the provisions in one or more of the Contract Documents, the provision entitled ORDER OF PRECEDENCE shall be controlling, unless otherwise agreed in a writing signed by the representative (or his/her successor) of Buyer who signed the PO.

ACCEPTANCE: The acceptance by Seller that forms the Contract shall be deemed conclusively to have occurred upon Seller's acknowledgment of the PO, shipment of any goods, performance of any services, or commencement of any work on supplies or goods covered by the Contract. Any acceptance by Seller on purported terms and conditions that differ in any way from the provisions of the Contract shall be effective to form and bind Seller to the Contract, but such terms and conditions shall not become part of, or in any way alter, amend, or otherwise modify any of the provisions of the Contract. Any shipment of goods, performance of services, or commencement of work on supplies by Seller shall be deemed to be only upon the terms and conditions contained in the Contract, except to the extent that Buyer may otherwise expressly consent in a writing signed by the representative (or his/her successor) of Buyer who signed the PO. Seller agrees that Buyer's acceptance or payment for any shipment of goods or similar act of Buyer shall not be claimed or construed to constitute such consent.

DELIVERY: (a) Delivery must be in strict compliance with the schedule contained in the Contract and shall be made by Seller at such times and places and of such items and quantities as may from time to time be specified by Buyer. If Seller fails to meet its scheduled delivery dates and Buyer elects to call for expedited shipments, Seller will pay the difference between the method of shipping specified and the actual expedited rate incurred. Seller shall be responsible for any additional charges resulting from deviation from Buyer's routing instructions. If Seller fails to make delivery promptly and regularly, as required under the Contract, Buyer may, in addition to other remedies available at law, terminate the Contract by giving notice to Seller. Title and risk of loss shall remain in Seller until goods are delivered to the F.O.B. point specified in the Contract. Notwithstanding such delivery, Seller shall bear the risk of loss or damage to goods purchased hereunder from the time that Buyer gives notice of rejection of goods pursuant to the inspection provisions of this Contract. If Seller encounters or anticipates difficulty in meeting the delivery schedule, Seller shall immediately notify Buyer in writing, giving pertinent details; provided, however, that such data shall be informational only in character and shall not be construed as a waiver by Buyer of any delivery schedule or date or of any rights or remedies of Buyer provided by law or the Contract. Parts fabricated in excess or in advance of Buyer's release are at Seller's risk. Buyer reserves the right, without loss of discount privileges, to pay invoices covering items shipped in advance of the schedule on the normal maturity after the date specified for delivery. (b) Packaging and packing of items to be delivered by Seller under the Contract shall ensure safe arrival at their destination, secure the lowest transportation cost, conform to the requirements of common carriers, and, in any event, comply with Buyer's minimum specifications.

INSPECTION: Buyer shall have the right to inspect the goods and/or services supplied hereunder at any time during the manufacture or fabrication thereof at Seller's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products, as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by Buyer. If any inspection or test is made by Buyer at Seller's facility or elsewhere, Seller shall provide reasonable facilities and assistance for the inspection personnel. Buyer may reject all goods supplied hereunder which are found to be defective. Goods so rejected may be returned to Seller at Seller's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval given in connection with any such inspection, examination or test, whether under the Contract or another contract for the same or similar goods and/or services, shall relieve Seller, or be claimed by Seller to relieve it, of any obligation to comply fully with all requirements of the Contract, including the obligation to produce goods and/or services that conform to all requirements of the drawings, specifications and other Contract Documents. At Buyer's request, Seller shall repair or replace defective goods and/or services at Seller's expense. Failure to inspect goods and/or services, failure to discover defects in goods and/or services, or payment for goods and/or services shall not constitute acceptance or limit any of Buyer's rights, including without limitation those under the WARRANTY provisions of the Contract. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by Buyer to support production, all costs of such correction, including without limitation installation and removal, will be charged to Seller; such charges will also include time and material and appropriate indirect and overhead expenses. Seller shall maintain an inspection system acceptable to Buyer covering the goods and/or services furnished hereunder.

OVER SHIPMENT: Goods shall not be supplied in excess of quantities and shipping tolerances, if any, specified in the Contract. Seller shall be liable for handling charges and return shipment costs for any excess quantities, and unless Seller agrees to pay for such costs, the over-shipped material will be retained by Buyer at no cost.

PRICES: Unless otherwise specified, prices are F.O.B. the place shown on the face of the PO and are exclusive of state sales and use taxes. No charge will be allowed for packing, crating, drayage, or storage. Seller warrants that those prices charged for the goods and/or services are not higher than those charged to any other customer for goods and/or services of like grade and quality in similar or lesser quantities.

PAYMENT: Seller shall be paid upon submission of properly prepared invoices in accordance with Buyer's invoicing instructions for materials and supplies delivered to and accepted by Buyer. Any adjustments in Seller's invoice due to shortages, rejection, or other failure to comply with the provisions of this Contract, or under any other order or contract between Buyer and Seller, may be made by Buyer before payment. Discount periods shall commence ten (10) days after the latest of scheduled delivery, actual delivery, or receipt of invoice. No charges will be honored unless specified on the face of the PO. Invoices must be accompanied by a transportation receipt if transportation is payable as a separate item.

WARRANTY: Seller warrants that those goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by Buyer, and will be fit and sufficient for the purpose intended; and that all goods are merchantable, of good material and workmanship, and free from defect. Regarding any services provided under this Contract, Seller warrants: 1) that Seller is qualified to perform all services required of the Seller by this Contract; 2) that Seller possesses all licenses required of all public entities having jurisdiction over the Seller and the Buyer to perform such services; and 3) that Seller's workmanship will conform to all specifications and will perform as specified. Such warranties, together with Seller's other service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the goods and/or services and shall run to Buyer, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defects or nonconformity shall be given by the Buyer to the Seller within fifteen (15) months after acceptance by the ultimate user; provided, however, that in the event the goods are designed by Seller, notice must be given within three (3) years after acceptance by the ultimate user. The rights and remedies of the Buyer concerning latent defects shall exist indefinitely and shall not be affected in any way by any terms and conditions of this Contract, including this clause. Buyer may, at its option, and in addition to other remedies available at law, either (i) return for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods and/or services, or (iii) have the defective items corrected or replaced at Seller's expense and deduct the cost thereof from any monies due Seller. The return to Seller of any defective or nonconforming goods and delivery to Buyer of any corrected or replaced goods and/or services shall be at Seller's expense. Goods and/or services required to be corrected or replaced shall be subject to the provision of this paragraph and the paragraph of this Contract Document entitled "inspection" in the same manner and to the same extent as goods and/or services originally delivered under this Contract. In addition to correcting or replacing any defective or nonconforming goods and/or services, Seller shall also reimburse Buyer for all costs and expenses incurred by Buyer in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects and all other activities reasonably undertaken by Buyer to obtain conforming goods and/or services or attempting to obtain from the ultimate user a waiver to permit the defective goods and/or services to be used with all or part of the defective conditions.

BUYER'S ASSISTANCE AND COOPERATION: During Seller's performance of this Contract, Buyer may, but has no obligation to, provide assistance to, or cooperate with, Seller in activities that facilitate the proper performance and completion of this Contract by Seller. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting manufacturing deficiencies or other problems; (ii) acquiescing in a change of manufacturing facilities or location; (iii) refraining from strict enforcement of time schedule requirements under the Contract; (iv) permitting use of test materials or documentation not performed or produced under this Contract. Such assistance or cooperation by Buyer shall not be construed, and Seller agrees that it will not claim that any such assistance or cooperation operates to relieve Seller from complete, proper, and punctual performance of all of Seller's obligations under this Contract.

COMPLIANCE WITH LAWS AND REGULATIONS: Seller warrants that in the performance of this order Seller will comply with all applicable statutes, rules, regulations, and orders of the United States, and of any State or political subdivision thereof, and agrees to indemnify Buyer against any loss, cost, damage or liability, by reason of Seller's violation of this warranty.

CHANGES: Buyer may at any time, by a written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by any such order, or affects any such order, or affects any other provisions of this Contract, an equitable adjustment shall be made in the price or delivery schedule, or both, and in such other provisions of this Contract as may be affected, and this Contract shall be modified in writing accordingly. Any claim by Seller for adjustment under this paragraph shall be asserted in writing within twenty (20) days from the date of receipt of the written notice directing the change. Where the cost of property made obsolete or excess as a result of a change is included in the equitable adjustment, Buyer shall have the right to prescribe the manner of disposition of such property. The amount of any price increase from a change shall be based on the actual reasonable cost to perform the change. The amount of any price decrease from a change shall be based on the reduction in the Seller's cost that reasonably should have occurred as a result of the change. Seller shall maintain complete and accurate accounting records properly documenting the foregoing cost, and such records shall be produced for examination and copying by Buyer within ten (10) days of a request by Buyer. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" paragraph of this Contract Document. However, nothing in this paragraph shall excuse the Seller from proceeding with the Contract as changed. Any action taken by Seller which affects any provision of this Contract, including delivery and price, whether or not accomplished with the concurrence of Buyer's employees, shall not entitle Seller to an equitable adjustment in accordance with this paragraph, unless such action has been specifically directed by written notice issued by Buyer.

STOP WORK ORDER: Buyer may at any time, by written notice to Seller, require Seller to stop all or any part of the work called for by this Contract for a period of up to ninety (90) days after the notice is delivered to Seller ("Stop Work Order"). Upon receipt of the Stop Work Order, Seller shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Seller, or within any extension of that period to which the parties shall have agreed, Buyer shall either cancel the Stop Work Order, or terminate the work covered by this Contract as provided in the "Termination for Default" or the "Termination for Convenience" paragraphs of this Contract Document, whichever may be appropriate. Seller shall resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment shall be made in the delivery schedule or price hereunder, or both, and this Contract shall be modified in writing accordingly, if the Stop Work Order results in an increase in the time required for the performance of this order or in Seller's costs properly allocable thereto. The amount of any adjustment in the Contract price shall be determined as provided in the "Changes" paragraph of this Contract Document.

TERMINATION FOR DEFAULT:

(a) Buyer may, subject to the provisions of subparagraph (c) below, by written notice of default to Seller, terminate the whole or any part of this Contract in any one of the following circumstances: (i) if Seller fails to make delivery of the goods and/or services or to perform this Contract within the time specified herein or any extension thereof; or (ii) if Seller fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure.

(b) In the event Buyer terminates this Contract in whole or in part as provided in subparagraph (a) above, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, supplies or services similar to those so terminated, and Seller shall be liable to Buyer for any excess costs for the same, including without limitation all costs and expenses of the type specified in the "WARRANTY" paragraph of this Contract

Document; provided, that Seller shall continue the performance of this Contract to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, Seller shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Seller. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of Seller.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Seller and the subcontractor, and without the fault or negligence of either of them, Seller shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule. The term(s) "subcontractor(s)" shall mean subcontractor(s) at any tier.

(d) If this Contract is terminated as provided in subparagraph (a) above, Buyer, in addition to any other rights provided in this Contract, may require Seller to transfer title and deliver to Buyer in the manner and to the extent directed by Buyer, (i) any completed goods, and (ii) such partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as Seller has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and Seller shall, upon direction of Buyer, protect and preserve property in the possession of Seller in which Buyer has an interest. Payment for completed goods and/or services delivered to and accepted by Buyer shall be at the Contract price. Payment for manufacturing materials delivered to and accepted by Buyer and for the protection and preservation of property shall be in an amount agreed upon by Buyer and Seller; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the paragraph of this order entitled "Disputes." Buyer may withhold from amounts otherwise due Seller for such completed supplies or manufacturing materials such sum as Buyer determines to be necessary to protect Buyer or the Government against loss because of outstanding liens or claims of former lien holders or for damages otherwise caused by Seller's failure to perform its obligations under the Contract.

(e) If, after notice of termination of this Contract under the provisions of this paragraph, it is determined for any reason that Seller was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience" paragraph of this Contract Document.

(f) The rights and remedies of Buyer provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

TERMINATION FOR CONVENIENCE: Buyer may at any time, by written notice, terminate all or any part of this Contract for Buyer's convenience. If this Contract is terminated, in whole or in part, for Buyer's convenience, Seller shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by Seller for the actual labor and material reasonably used by Seller to perform the work under this Contract to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to Seller for (i) any anticipatory profits related to work under this Contract not yet performed, or (ii) costs incurred due to Seller's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Contract for the work terminated. If a Government contract number is cited on the face of the PO, a termination for Buyer's convenience shall be accomplished in accordance with FAR 52.249, as in effect on the date of this Contract, which shall be controlling over any conflicting provisions hereof.

INDEMNIFICATION: If this Contract is issued under a Government prime contract or subcontract, Seller shall indemnify Buyer against and hold Buyer harmless from all claims, expenses, and losses, arising out of performance of this Contract by Seller (i) when such claims, expenses, and losses result from the failure of Seller to furnish to Buyer, in accordance with the provisions of the relevant regulations, cost or pricing data, which is

accurate, complete and current at the time of Seller's and Buyer's agreement to the negotiated price or at the time when Buyer requests a reaffirmation of the same, and (ii) when such claims, expenses and losses result from Seller's failure to comply with the rules and regulations, connection with covered contracts.

DATA: All drawings and specifications, furnished or paid for by Buyer shall be the property of Buyer, shall be subject to removal at any time without additional cost upon demand by Buyer, shall be used only in filling orders from Buyer, and shall be kept separate from other drawings and specifications, and identified as the property of Buyer. The information contained in reports, drawings, documents, or other records which are furnished to Seller by Buyer relative to this Contract, to the extent that such information is not in the public domain, shall not be disclosed to others, except to subcontractors as necessary for completion of this Contract, in which event the subcontractor shall have the same obligation of nondisclosure. Upon completion, termination, or cancellation of this Contract, Seller shall return all drawings and specifications to Buyer, in the event Buyer requests return of any such items, within thirty (30) days after the effective date of completion, termination, or cancellation. Any such data of Buyer retained by Seller shall remain subject to the foregoing restrictions on use, reproduction, and disclosure. Upon termination of this Contract, either for default or convenience, Buyer may, at Buyer's option, use, on a non-exclusive basis, all drawings, documents, or other records related to this Contract, whether created by Buyer or Seller, without further compensation to Seller. Seller may not disclose the existence of this Contract or the items to be supplied hereunder without Buyer's written consent, except to subcontractors who shall have the same responsibility.

WORK ON BUYER'S DESIGNATED PREMISES: If Seller, Seller's employees or agents, or Seller's subcontractors enter Buyer's designated premises for any reason in connection with this Contract, Seller and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. Seller shall defend, indemnify, and hold Buyer harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of Seller, Seller's employees or agents, save and except damage caused by the sole negligence of Buyer. Seller, and any subcontractor used by Seller in connection with this Contract, shall carry Workmen's Compensation and Employees' Liability Insurance to cover Seller's and subcontractor's legal liability on account of accidents to their employees. Seller and the subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. Seller and the subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of Seller and the subcontractor on account of accidents arising out of the operations of Seller or the subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At Buyer's request, Seller shall furnish to Buyer certificates from Seller's insurers showing such coverage in effect and agreeing to give Buyer ten (10) days' prior written notice of cancellation of the coverage.

ASSIGNMENT AND SUBCONTRACTING: Seller shall not assign this Contract or any portion of this Contract, nor shall Seller subcontract for completed or substantially completed goods or services purchased hereunder without the prior express written consent of Buyer. No assignment or subcontract by Seller, including any assignment or subcontract to which Buyer consents, shall in any way relieve Seller from complete and punctual performance of this Contract, including, without limitation, all of Seller's obligations under the WARRANTY provisions of this Contract.

NOTICES: All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to Seller or Buyer at the addresses set forth on the face of the PO, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

WAIVER: No waiver by Buyer of any breach of this Contract or the granting of an extension for performance hereunder shall be deemed to be a waiver of any other or subsequent breach. Seller agrees that it will not claim that Buyer has waived any of Seller's performance requirements under this Contract, and no such waiver shall be effective to relieve Seller from complete and punctual performance of such requirements, unless such waiver is expressly stated in writing and signed by Buyer's representative (or his/her successor) who signed the PO.

DISPUTES: Pending resolution of any dispute hereunder, Seller shall proceed diligently with the performance of work, including the delivery of goods and/or services in accordance with Buyer's direction.

ORDER OF PRECEDENCE: This Contract constitutes the entire, fully integrated agreement of the parties as to the subject matter hereof. In the event of any inconsistency among the foregoing, the inconsistency shall be resolved by giving precedence in the following order: (i) the purchase order to which these terms and conditions are attached; (ii) these terms and conditions; (iii) the drawings; (iv) the specifications; and (v) the other documents incorporated by reference.

APPLICABLE LAW: The validity, performance, and construction of this Contract shall be governed by and construed in accordance with the laws of the state of Georgia, excluding its choice of law rules. Jurisdiction and venue for any suit between the parties hereto arising out of or connected with this Contract, or the goods furnished hereunder, shall lie only in the City of College Park (Fulton County, Georgia).

CONFIGURATION CONTROL: Seller shall make no change in design, manufacturing, or assembly processes or source of supply, after approval of the first production test item or after acceptance of the first completed end item, without the written approval of the Buyer. Seller agrees that any approval by Buyer of the first production test item or any acceptance by Buyer of the first completed end item shall not in any way relieve Seller from performing all requirements of this Contract, including Seller's obligations under the provisions of the "WARRANTY" paragraph of this Contract Document.

Insurance Requirements

Within ten (10) days of Notice of Award, and at all times that this contract is in force, the contractor shall obtain, maintain, and furnish the City of College Park Certificates of Insurance from licensed companies doing business in the State of Georgia and acceptable to the City of College Park covering:

1. Worker's Compensation - In accordance with O.C.G.A. Title 34, Chapter 9, as amended. 2.

Business Auto Policy - Not less than $500,000.00

Minimum $1,000,000.00/claim

3. Commercial General Liability and - $2,000,000.00/occurrence for Personal Injury, Bodily Injury, Property Damage Liability

4. Professional Liability - Not less than $1,000,000.00/occurrence

Copies of these Certificates of Insurance shall be furnished to the City of College Park prior to execution of the contract. Such policies shall be non-cancellable except on a thirty-day (30) written notice to the City of College Park.

Local Preference Policy

Local preference may be given to businesses that have a business location within the geographic boundaries of the City of College Park (Fulton County) as long as all requirements of the bid have been met. Should a local vendor submit a bid proposal that is not more than three percent (3%)

greater than the bid of the lowest non-local vendor for bids up to $150,000 or not more than three percent (3%) greater than the bid of the lowest non-local vendor for bids in excess of $150,000, then the local vendor's bid shall be recommended for approval provided all requirements of the bid proposal/process have been met.

This policy shall not apply to any purchases of materials, equipment, or services in excess of $1,000,000. The term business location means that the business has a staffed, fixed, physical place of business located within City of College Park City Limits and has had the same for at least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has held a valid business license from the City of College Park.

Permits (required)

The contractor shall be responsible for all inspections and ensuring compliance with all Federal, State, and County laws and codes. The contractor shall be solely responsible for obtaining all permits. The contract awardee will need to file with the Building & Inspections with the City of College Park for projects; there is no cost for the permit.

Basis of Award

The City intends to award a one-time contract for the completion of the project described in the contract documents. The contract shall remain in effect until all required work has been completed and accepted by the City, at which time the contract shall conclude. No renewal options shall apply. The contract, if awarded, will be awarded to the most responsive and responsible bidder, which may not necessarily be the lowest bidder.

Each bid must be accompanied by a bid bond, when required, on a surety company's standard bid bond form acceptable to the City in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a performance bond and/or payment bond, on or before the issuance of Notice to Proceed, each for 100% of the Contract Amount. All other required contract documents must be fully completed and executed by the contractor and his/her Surety and submitted to the Owner on or before the issuance of the Notice to Proceed, within 10 days of award.

The performance bond shall remain in effect for one (1) year after final acceptance of the work or the guaranty period under the agreement, whichever is longer. The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Do not date these bonds; the City will date this bond the same date or later than the date of the Agreement.

Professional Licenses (if applicable)

The State of Georgia requires that the following professions be licensed by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low-voltage Contractors

Bidders and any subcontractors performing any of the above-described work must provide a copy of current license(s) for the work they will perform on this project.

Ethics Hotline

The City of College Park has an ethics hotline for anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities, anonymously online or by phone.

Phone: 1-844-714-0962
Online: collegeparkga.ethicspoint.com

Default and Termination

Termination by Consultant

The agreement resulting from this proposal shall be subject to termination by Consultant in the event of any one or more of the following events: The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Proposer to remedy the same.

Termination by City

The agreement resulting from this proposal shall be subject to termination by the City at any time in the opinion of the City; the Proposer fails to carry out the contract provisions of any one or more of the following events:

1. The default by consultant in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Proposer to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Proposer fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the Agreement without further notice to the Proposer and order the Proposer to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.
2. The default by consultant in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Proposer to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Proposer fails to remedy such conditions within thirty (30) days to the satisfaction of the City, the City may exercise their option in writing to terminate the

Agreement without further notice to the Proposer and order the Proposer to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the City.

3. Consultants' failure to conduct services according to the approved proposal specifications.
4. Consultants' failure to keep, perform, or observe any other term or condition of this Agreement.
5. Consultant's performance of the contract is unreasonably delayed.
6. Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications, and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
7. The Proposer agrees by its proposal submission that the City's decision is final and valid

Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after the occurrence of the event, and the obligation of the party giving such notice shall endeavor to remove or overcome such event with all reasonable dispatch.

Waiver

The waiver of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

Termination of Negotiations

The City at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the City determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The City will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the City.

Additional or Supplemental Information

After receipt of the submittals, the City will evaluate the responses, including the references, financial statements, experience, and other data relating to the Respondent’s qualifications. If requested by the City of College Park Purchasing Division, Respondents’s maybe required to submit additional or supplemental information to determine whether the Respondent meets all the qualification requirements. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Agent.

Bid Document Requirements & Checklist

An offeror's final proposal shall include the required forms below beginning on page 15 in this order: to include bid bond, if applicable.

1. Form of Proposal
2. Addendum Acknowledgement Page (only)
3. Bid Information & Scope of Work
4. Bid Bond
5. Vendor Questionnaire
6. Reference Request
7. Non-collusion page
8. E-Verification Affidavit - Primary
9. Subcontractor Form
10. E-Verification Affidavit – Subcontractor (when applicable)
11. Current Form W-9
12. Copy of Certifications (when applicable)
13. General Instructions to Offeror
14. Certificate of Insurance should be included in the bid package.

Note:

1. Faxed, emailed, or late proposals are not acceptable!
2. The City of College Park will not be held responsible for submissions not properly identified, late or undelivered mail or courier service(s).

Vendor Questionnaire

1. Awardee acknowledges the requirement to provide a 100% Performance and Payment Bond before execution of the contract. (construction & paving projects) _____
2. Offeror acknowledges reviewing the Terms and Conditions pages. _____
3. Has the Offeror previously conducted business with College Park? _____
4. Is the offeror's physical location within the corporate city limits of College Park? _____
5. Is your company a certified minority-owned business? _____

   If yes, indicate category letter(s) and include a copy of current certificate(s)

A "Minority Business Enterprise" (MBE) is a business that is an independent and continuing operation for profit, performing a commercially useful function, which is owned and/or controlled by one or more minority group members (s).

a.	African American Business Enterprise (AABE)	d.	Hispanic Business Enterprise (HBE)
b.	Asian Business Enterprise (ABE)	e.	Minority Veteran (MV)
c.	Female Business Enterprise (FBE)	f.	Native American Business Enterprise (NABE)

An "Owned" is a minority or female owner who possesses an ownership interest of 51% of the business.

A "Controlled" is a minority or female which possess and exercises the legal authority and power to manage business assets, goodwill, and daily operations of the business, and actively and continuously exercises such managerial authority and power in determining the policies and directing the operations of the business.

1. Has a person, firm, or company ever been debarred from doing business with any federal, state, or local agency? _____

   If yes, on a separate sheet of paper, provide details including agency name, date(s), and reason for debarment.

_____

Vendor Contact Name (print) Title

_____

Vendor Contact Signature Date

Reference Request

The City of College Park requests that the offeror provide between three (3) to five (5) references to be potentially contacted for this proposal. The offeror's references can consist of current and/or past government agencies, educational institutions, and/or commercial accounts of similar size and scope for this proposal.

The City of College Park requests that the offeror's references list not consist of any work performed and completed on behalf of the City of College Park, nor shall the offeror's references be current or former City of College Park employees.

REFERENCE # 1	
Name of Company/Entity:	
City/State:	
Contact Person:	
Contact Email:	
Contact Phone:	
Date(s) Work Performed:	
Brief Narrative of Work:	

REFERENCE # 2	
Name of Company/Entity:	
City/State:	
Contact Person:	
Contact Email:	
Contact Phone:	
Date(s) Work Performed:	
Brief Narrative of Work:	

REFERENCE # 3	
Name of Company/Entity:	
City/State:	
Contact Person:	
Contact Email:	
Contact Phone:	
Date(s) Work Performed:	
Brief Narrative of Work:	

REFERENCE # 4	
Name of Company/Entity:	
City/State:	
Contact Person:	
Contact Email:	
Contact Phone:	
Date(s) Work Performed:	
Brief Narrative of Work:	

REFERENCE # 5	
Name of Company/Entity:	
City/State:	
Contact Person:	
Contact Email:	
Contact Phone:	
Date(s) Work Performed:	
Brief Narrative of Work:	

Non-Collusion

By signing below, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

In addition, the selected company will be required to comply with all existing State and Federal laws, including applicable equal opportunity employment provisions. The Contract between the company and the City shall be construed and governed in accordance with the law of the State of Georgia and the City of College Park. The company, at its own expense, shall secure all occupational and professional licenses and permits necessary for the fulfillment of its obligations under this contract.

It shall be unethical for any City Employee or City Official to transact any business or participate directly or indirectly in a procurement contract when the City Employee or City Official knows; the City Employee or City Official or immediate family of such has a substantial interest about the procurement contract, except that the purchase of goods and services from businesses, which a member of the city council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they applied to a municipality.

Vendor Name: _____

Physical Address: _____

_____

City, State, Zip _____

Phone: _____ Fax: _____

Signature: _____

Date: _____

Primary Contractor
E-verification Affidavit

The College Park contract holder, signed below, confirms, and verifies its compliance with Georgia law (*See* OCGA § 13-10-91), and affirmatively states that the business (Sole Proprietor, Partnership, Corporation, Non-Profit, LLC Corporation, or LLC Partnership) which performs services for the College Park: (*check and complete #1 or #2 below*)

_____1. Has registered with, is authorized to use, and uses the federal work authorization program commonly known as "E-Verify", or any subsequent replacement program. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period. The undersigned will contract for the physical performance of services for the contract only with subcontractors who present an affidavit to the contract holder with the information required by OCGA § 13-10-91, as amended. The undersigned hereby attests that its federal work authorization user identification number and date for authorization are as follows:

_____
Federal Work Authorization User Identification Number *(not Taxpayer ID)*

_____
Date of Authorization

_____
Legal Business Name of City of College Park Contract Holder/Applicant

_____2. Employs no employees, or otherwise does not fall within the requirements of OCGA § 13-10-91.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____ (city) _____ (state)

_____ **Signature of Authorized Owner/Officer**

_____
Printed Name and Title of Authorized Owner/Officer

_____ NOTARY PUBLIC

My Commission Expires: _____

Subcontractor

I <u>will</u> / <u>will not</u> propose to subcontract some of the work on this project? _____
(response)

I propose to subcontract work to the following:

	Subcontractor Print Name	***Brief Description* of Work to be Performed by Subcontractor**	**Percent of Work**	**DBE (Y/N)**
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Vendor Contact Name (print) Title

Vendor Contact Signature Date

Note:

1. The City of College Park requires the (primary) contracted vendor to complete no less than fifty-one (51%) percent of the proposed project.

2. It shall be the responsibility of the selected bidder to ensure that all subcontractors comply with the same insurance requirements referenced above.

3. For all construction contracts that are valued at $5,000.00 or more, a Performance Bond and a Payment Bond are required.
   Each equal to 100% of the Contract Price, must be provided by the successful Bidder.

Subcontractor Affidavit

Under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-1091, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of subcontractor) on behalf of THE CITY OF COLLEGE PARK, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a subsubcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number (*not Taxpayer ID*)

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____ (city) _____ (state)

_____ **Signature of Authorized Owner/Officer**

_____
Printed Name and Title of Authorized Owner/Officer

_____ NOTARY PUBLIC

My Commission Expires: _____

BID INFORMATION

SCOPE OF WORK

PURPOSE

The purpose of this project is to improve the condition, safety, and appearance of existing pavement within the project limits. The work will address pavement deterioration, repair damaged areas, improve surface conditions, and extend the service life of existing pavement, enhancing the overall functionality and appearance of the surrounding area.

GENERAL REQUIREMENTS

The Contractor shall furnish all labor, materials, equipment, tools, supervision, and incidentals necessary to inspect, prepare, maintain, and repair existing asphalt pavement surfaces as required. Work shall include the identification and correction of pavement deficiencies, including raveling, cracking, alligator cracking, potholes, upheaval, and grade depressions.

All repairs shall be performed using appropriate asphalt pavement maintenance methods based on the existing pavement condition and the extent of deterioration. Work shall be completed in accordance with the project plans, applicable specifications, and manufacturer recommendations.

PAVEMENT CONDITION ASSESSMENT

Prior to commencing repairs, the Contractor shall inspect the existing pavement and identify areas requiring maintenance or corrective action. Pavement deficiencies may include, but are not limited to, the following:

- **Raveling:** Progressive loss of aggregate particles from the pavement surface.
- **Alligator Cracking:** Interconnected cracking indicative of pavement fatigue or potential failure of the underlying base or subgrade.
- **Upheaval:** Localized upward displacement of the pavement caused by movement or expansion of the underlying pavement structure or subgrade.
- **Potholes:** Localized pavement failures resulting in holes or areas of material loss.
- **Grade Depressions:** Localized low areas, settlement, or irregularities in the pavement surface.
- **Random Cracking:** Transverse, longitudinal, or irregular cracks that may allow moisture infiltration and accelerate pavement deterioration.

The Contractor shall determine the appropriate repair method for each affected area. Areas exhibiting significant base or subgrade failure shall not be treated solely with surface maintenance methods.

SCOPE OF WORK AND CORRECTIVE MEASURES

3.1 Pavement in Good Condition – Seal Coating

Pavement exhibiting minor surface wear, light cracking, or limited aggregate raveling shall receive a protective seal coat where directed.

Work shall include:

1. Cleaning the pavement surface to remove dirt, loose aggregate, debris, vegetation, and other contaminants.
2. Preparing the surface to ensure proper adhesion of the sealer.
3. Applying two coats of coal-tar asphalt sealer with sand aggregate at a concentration of eight pounds per gallon of concentrate and a 5% latex additive, subject to confirmation of material compatibility and applicable regulations.
4. Applying the seal coat uniformly in accordance with the manufacturer's recommendations.
5. Allowing the seal coat to cure for a minimum of 24 hours before restriping, pavement marking, or reopening the affected area to traffic, subject to actual curing conditions and manufacturer requirements.

Newly paved lots shall be seal coated within 12 months of completion and every three years thereafter, where specified and appropriate for the pavement condition.

3.2 Pavement in Fair Condition – Crack Sealing

Pavement exhibiting random cracks up to approximately 1/2 inch in width and moderate surface raveling shall receive crack sealing or crack filling, as appropriate.

Work shall include:

1. Routing cracks where required to achieve the sealant manufacturer's specified width-to-depth ratio.
2. Removing existing failed sealant, loose material, vegetation, and debris from the cracks.
3. Cleaning cracks using wire brushing, compressed air, sandblasting, hot-air blasting, high-pressure water, or other approved methods.
4. Ensuring cracks are sufficiently dry before applying sealant, as required by the selected material.
5. Installing compatible backer rod in cracks where necessary. For cracks deeper than approximately 3/4 inch, backer material shall be installed where appropriate to control sealant depth and material consumption.
6. Inspecting prepared cracks immediately before sealant application to verify that they are clean and properly prepared.
7. Applying the approved crack sealant in accordance with the manufacturer's installation instructions.

8. Finishing the sealant approximately 1/8 to 1/4 inch below the pavement surface where appropriate for the sealant system and traffic conditions.
9. Removing excess sealant from the pavement surface and protecting repaired areas until the sealant has sufficiently cured.

Crack sealing shall be completed before subsequent seal coat, slurry seal, or asphalt overlay applications, unless otherwise directed by the project specifications or approved pavement treatment system.

3.3 Pavement in Poor Condition – Full-Depth Repairs and Resurfacing

Pavement exhibiting extensive deterioration, alligator cracking, potholes, upheaval, significant depressions, or structural failure shall receive localized repairs and resurfacing as required.

A. Full-Depth Asphalt Patching

1. Identify and mark areas exhibiting alligator cracking, potholes, upheaval, and other localized pavement failures.
2. Saw-cut or otherwise establish clean, sound repair boundaries.
3. Remove existing asphalt pavement throughout the full depth of the failed pavement section.
4. Remove unsuitable or unstable base and subgrade materials as necessary.
5. Repair and compact the underlying base or subgrade to provide stable support for the replacement pavement.
6. Install and compact approved asphalt patching materials to restore the pavement to the required grade, cross-section, and surrounding surface elevation.
7. Provide neat, properly bonded patch edges and seal joints as required.

B. Crack Repairs

Following completion of localized structural repairs, seal remaining suitable cracks in accordance with Section 3.2. Cracks associated with unresolved structural movement shall be evaluated and addressed before surface treatments are applied.

C. Leveling and Grade Restoration

Depressed areas and localized surface irregularities shall be corrected using an asphalt leveling course or wedge course of variable thickness, as necessary, to restore the required pavement profile, cross-slope, and drainage characteristics.

D. Surface Treatment or Asphalt Overlay

Following completion of patching, crack repairs, and leveling, the pavement shall receive the specified final surface treatment. Depending on the pavement condition and project requirements, this shall consist of an approved slurry seal or asphalt overlay.

Where an asphalt overlay is required, the existing pavement shall be properly prepared, and a compatible tack coat shall be applied as required. Overlay thickness, asphalt mix, compaction, joint treatment, and finished elevations shall comply with the project specifications.

A slurry seal shall be used only where the existing pavement is structurally suitable for that treatment. Slurry seal shall not be considered a substitute for necessary structural repairs.

SURFACE PREPARATION AND TRAFFIC CONTROL

The Contractor shall protect adjacent structures, curbs, drainage structures, landscaping, utilities, and other existing improvements from damage caused by the work.

Prior to pavement treatments, the Contractor shall remove loose debris and contaminants and provide a clean, suitable surface. The Contractor shall establish appropriate traffic control, barricades, signage, and work-zone protection to maintain safe conditions for pedestrians, vehicles, and workers.

Affected pavement areas shall remain closed to traffic until the installed materials have cured or cooled sufficiently for the intended use, in accordance with the manufacturer's recommendations and project requirements.

QUALITY CONTROL AND ACCEPTANCE

The Contractor shall verify that completed repairs are properly bonded, adequately compacted where applicable, and finished to provide a reasonably uniform surface consistent with the surrounding pavement and project requirements.

Completed work shall be free of loose material, unacceptable surface irregularities, unfilled repair areas, and defects resulting from improper installation. Pavement repairs shall maintain positive drainage and shall not create unintended ponding or abrupt elevation changes.

The Contractor shall correct deficiencies attributable to its workmanship or materials in accordance with the contract requirements.

6. CLEANUP AND COMPLETION

Upon completion of the work, the Contractor shall remove construction debris, surplus materials, equipment, temporary traffic-control devices, and other items associated with the work.

The Contractor shall leave the work area clean, safe, and ready for its intended use. Pavement markings and striping disturbed or removed by the work shall be restored where included in the project requirements.

7. QUANTITY AND EXTENT OF WORK

The extent of pavement maintenance and repair shall be based on field conditions, the designated limits of work, and the quantities established in the contract documents or approved by the Owner or Owner's Representative.

The Contractor shall identify concealed or unforeseen pavement base and subgrade failures encountered during construction and notify the Owner or Owner's Representative before proceeding with additional work outside the established scope.

PROJECT-SPECIFIC NOTES AND REQUIREMENTS

8.1 Applicable Standards and Field Verification

1. All materials and construction methods shall conform to the applicable Georgia Department of Transportation (GDOT) and City of College Park standards, specifications, and requirements.
2. The project plans were prepared using Geographic Information System (GIS) aerial photography. The Contractor shall verify existing conditions in the field before commencing construction and shall report discrepancies between the plans and actual field conditions to the Engineer for review and direction.
3. Existing utility facilities not shown on the plans shall not relieve the Contractor of the responsibility to locate, protect, and avoid damage to existing utilities. Existing utility facilities include utilities in their original, relocated, or newly installed positions.
4. Existing drainage pipes shall remain in place unless otherwise indicated on the plans or directed by the Engineer.
5. Existing pedestrian lights, pedestrian signals, and traffic signals shall be preserved and protected unless otherwise indicated on the plans.

8.2 Environmental Requirements and Construction Debris Disposal

6. The project notes identify a disturbed area of approximately 0.27 acres and state that a Notice of Intent (NOI) is not required. The Contractor shall comply with all applicable erosion control, stormwater management, environmental permitting, and regulatory requirements.
7. No suitable location is available within the project limits for burying existing construction debris. The Contractor shall transport and dispose of construction debris at an environmentally approved facility or site at no additional cost to the City of College Park or GDOT.
8. All borrow and waste sites shall receive the required environmental approvals before construction activities occur at those sites. Common fill and excess material disposed of outside the project right-of-way shall be placed in a permitted solid waste facility, permitted inert waste landfill, or approved engineered fill, as applicable.
9. Disposal activities shall comply with Section 201 of the applicable GDOT Standard Specifications and supplements thereto, together with all applicable federal, state, and local requirements.
10. Burning of construction materials or debris on-site is prohibited.

8.3 Pavement Edges, Saw-Cutting, and Surface Transitions

11. Where existing curb, sidewalk, or pavement abuts new construction, the existing curb or pavement edge shall be saw-cut to provide a clean, smooth edge suitable for the proposed connection.
12. The cost of saw-cutting asphaltic concrete and/or concrete shall be included in the overall bid price for the applicable Grading Complete pay item, as specified in the contract

documents. No separate payment shall be made unless otherwise provided in the bid schedule.

13. New pavement and repair work shall tie into existing pavement at appropriate elevations and shall provide a smooth transition while maintaining the required pavement profile and drainage.

8.4 Sidewalks, ADA Ramps, and Finished Grades

14. ADA ramps and sidewalks located within intersection radii shall be constructed using 8-inch concrete, as specified in the project notes.
15. The cost of ADA ramps, including detectable warning strips, shall be included in the bid price for 8-inch concrete sidewalk. Unless otherwise noted on the plans, ADA ramps will be constructed by others and are excluded from the Contractor's scope of work.
16. The Contractor shall ensure that all new sidewalk within its scope is graded to drain toward existing or new drainage structures, as applicable, without creating unintended ponding.
17. All sidewalk, ramp, and related accessibility work included in the Contractor's scope shall comply with applicable federal, state, and local accessibility requirements.

8.5 Utility Structures and Final Adjustments

18. Minor utility structures, including valves, meters, fire hydrants, manholes, and pull boxes, shall be adjusted to final grade where required by the plans and within the Contractor's scope.
19. The cost of these adjustments shall be included in the applicable Grading Complete pay item, as specified in the contract documents.
20. The Contractor shall coordinate with the Engineer and applicable utility owners before adjusting utility structures and shall protect existing facilities against damage during construction.

8.6 Driveway Pavement and Reconstruction

21. Driveway pavement design and reconstruction requirements shall apply to driveways within the project limits, as indicated on the plans and directed by the Engineer.
22. Driveways designated for reconstruction shall be replaced in kind. Asphalt driveways shall be replaced with asphalt, concrete driveways with concrete, and existing earth-surfaced driveways with an asphalt surface course where specified.
23. Driveway locations shown on the plans are based on the best available information. Where the shown location conflicts with the actual existing driveway location, the Contractor shall construct the replacement driveway to match the actual field location, provided the location complies with applicable GDOT right-of-way requirements and receives the Engineer's approval.
24. The Contractor shall obtain the Engineer's approval before revising driveway locations, widths, or quantities.
25. Where required by the plans, driveway pavement sections shall be constructed as follows:

A. Asphalt Driveways – Residential

- Recycled asphalt concrete, 12.5 mm Superpave, GP 2 only, including bituminous material and hydrated lime, at 165 lb/SY.
- 6-inch graded aggregate base.

B. Asphalt Driveways – Commercial

- Recycled asphalt concrete, 12.5 mm Superpave, GP 2 only, including bituminous material and hydrated lime, at 165 lb/SY.
- Recycled asphalt concrete, 19 mm Superpave, at 220 lb/SY.
- 8-inch graded aggregate base.

C. Concrete Driveways – Residential

- 6-inch concrete valley gutter.
- 6-inch concrete driveway.

D. Concrete Driveways – Commercial

- 8-inch concrete valley gutter.
- 8-inch concrete driveway.

All driveway pavement materials, placement, and compaction shall conform to the applicable project plans and GDOT and City of College Park requirements.

8.7 Mailboxes and Property Protection

26. Existing mailboxes affected by the construction shall be replaced in kind. The City shall coordinate with property owners regarding mailbox replacement.
27. The cost of mailbox replacement shall be included in the overall bid price for Grading Complete, as specified in the contract documents.
28. The Contractor shall protect adjacent property, existing improvements, and public infrastructure throughout construction and shall promptly report damage or unforeseen conflicts to the Engineer.

8.8 Payment and Incidental Work

29. Unless otherwise specified in the bid schedule, the cost of work identified as incidental to Grading Complete—including applicable saw-cutting, utility structure adjustments, and mailbox replacement—shall be included in the corresponding bid price.
30. The Contractor shall provide all labor, materials, equipment, transportation, disposal, protection, and incidental work necessary to complete the specified work in accordance with the contract documents.
31. Any additional work outside the established scope or designated limits shall be performed only upon authorization in accordance with the applicable contract procedures.

ADDITIONAL SCOPE- PRICING REQUIREMENTS

The Contractor's bid shall be a fully inclusive Lump Sum price covering all labor, materials, equipment, supervision, permits, insurance, mobilization, and safety compliance.

ADDENDUM ACKNOWLEDGEMENT

The offer has examined and carefully studied the speciation(s) and the following addendum receipt of all of which is hereby acknowledged:

Addendum No.	1	Dated	
Addendum No.	2	Dated	
Addendum No.	3	Dated	
Addendum No.	4	Dated	
Addendum No.	5	Dated	
Addendum No.	6	Dated	
Addendum No.	7	Dated	
Addendum No.	8	Dated	
Addendum No.	9	Dated	
Addendum No.	10	Dated	

There were no addendum(s) published (initial): _____

I/We, the undersigned, hereby offer and agree to supply and deliver the service as outlined in the Request for Proposal documents. The signature(s) below signify that I/we have read and agree with the procedures outlined in the solicitation documents.

Proposals that fail to acknowledge the offeror's receipt of any/all addenda will result in the rejection of the proposal.

Signature	
Print/Type Name	
Title	
Date	

Form of Proposal

To: City of College Park
College Park, GA 30337

I/We the undersigned, hereby offer and agree to supply and deliver the service(s) as outlined in the Request for Proposal documents. The signatures(s) below signify that I/We have read and agree with the procedures outlined in the Request for Proposal documents.

I/We also agree, no additional work shall be accepted outside of the scope of work outlined in this solicitation. If any additional work is requested, this must be assigned by the requesting department and approved by the City of College's Purchasing Department through a change order.

Proposal Submitted By:

Company Name	
Address	
City, State, Zip	
Phone	
Email	
Website	
Print/Type Name	
Signature	
Title	
Date	

FORM of PROPOSAL

Bidding Company: _____

Company Rep: _____

Project Name: **MAIN STREET STREETSCAPE IMPROVEMENTS**