



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

August 4, 2023

Subject: Request for Quotes #2302-A Asphalt Inspection Services

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a quote for asphalt inspection services, in accordance with the information and specifications contained herein.

Address any questions you may have about this request for quotes to Sherry White via email to swhite@fayettecountyga.gov or fax to (770) 719-5544. Questions will be accepted until 3:00p.m., Thursday, August 10, 2023.

Quotes will be accepted until 3:00p.m., Tuesday, August 22, 2023. Please provide your quote and other information via email to Sherry White, Contract Administrator at swhite@fayettecountyga.gov or fax to (770) 719-5544.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office is in the county complex at 140 Stonewall Avenue West Suite 204, Fayetteville, Georgia, telephone number is (770) 305-5420.

Sincerely,

Ted L. Burgess
Director of Purchasing

GENERAL TERMS AND CONDITIONS
RFQ #2302-A Asphalt Inspection Services

1. **Definitions:** The term “contractor” as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term “successful responder.” The term “county” shall mean Fayette County, Georgia.
2. **Quote is Offer to Contract:** Each quote constitutes an offer to become legally bound to a contract with the county, incorporating the request for quote and the responder’s quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the request for quote, except to the extent that a responder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The responder should take care to answer all questions and provide all requested information, and to note any exceptions in the quote submission. Failure to observe any of the instructions or conditions in this request for quote may result in rejection of the quote.
3. **Binding Offer:** Each quote shall constitute a firm offer that is binding for ninety (90) days from the received by date until time of award, unless the responder takes exception to this provision in writing.
4. **References:** Include with your quote a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this request for quote, on the form provided. Include all information as requested on the form.
5. **Preparation Costs:** The responder shall bear all costs associated with preparing the quote.
6. **More Than One Quote:** Do not submit alternate quotes or options, unless requested or authorized by the county in the request for quote. If a responder submits more than one quote without being requested or authorized to do so, the county may disqualify the quotes from that responder, at the county’s option.
7. **Defects or Irregularities:** The county reserves the right to waive any defect or irregularity in any quote received. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
8. **Responder Substitutions:** Responders offering substitutions or deviations from specifications stated in the request for quote, shall list such substitutions or deviations on the “Exceptions to Specifications” sheet provided, or on a separate sheet to be submitted with the quote. The absence of such list shall indicate that the responder has taken no exception to the specifications. The evaluation of quotes and the determination as to equality and acceptability of products or services offered shall be the responsibility of the county.
9. **Non-Collusion:** By responding to this request for quote, the responder represents that the quote is not made in connection with any competing responder, supplier, or service provider submitting a separate response to this request for quote, and is in all respects fair and without

collusion or fraud.

10. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

11. **Evaluation:** Award will be made to the lowest responsive, responsible responder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The county may make such investigation as it deems necessary to determine the ability of the responder to perform, and the contractor shall furnish to the county all information and data for this purpose as the county may request. The county reserves the right to reject any item, any quote, or all quotes, and to re-solicit for pricing.
12. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the quote, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
13. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).

14. **Trade Secrets – Internal Use:** In submitting a quote, the responder agrees that the county may reveal any trade secret materials contained in the quote to all county staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The responder agrees to hold harmless the county and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the responder has designated as a trade secret.
15. **Contract Execution & Notice to Proceed:** After an award is made, and all required documents are received by the county, and the contract is fully executed with signature of both parties, the county will issue a written Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred by any responder prior to the county issuing the Notice to Proceed.
16. **Term of Contract:** The term of this agreement shall begin upon issuance of a Notice to Proceed and continue through June 30, 2024. Thereafter, this agreement may be renewed by the county for two additional one-year renewal terms (each a “Renewal Term” and together with the Initial Term, the “Term”), which renewal will be by letter or other written correspondence from the county to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
17. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
18. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
 - a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. **Worker’s Compensation & Employer’s Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted. The certificate shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

19. **Unauthorized Performance:** The County will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
20. **Assignment of Contract:** Assignment of any contract resulting from this request for quotes will not be authorized, except with express written authorization from the county.
21. **Indemnification:** The contractor shall indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such damages, losses, or expenses.
22. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
23. **Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the county shall have authority to make open-market purchases of comparable goods or services. The county shall have the right to invoice the contractor for any excess expenses incurred, or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.
24. **Inspection and Acceptance of Deliveries:** The county reserves the right to inspect all goods and products delivered. The county will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the county to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the county reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.
25. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
26. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion.

27. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
28. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in proper venue in Fayette County, Georgia.

Checklist of Required Documents

*(Be Sure to Return This Checklist and
the Required Documents in the order listed below)*

RFQ #2302-A Asphalt Inspection Services

Company information – on the form provided

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

Pricing sheet

List of exceptions, if any – on the form provided

References – on form provided

Addenda, if Any

COMPANY NAME: _____

REFERENCES
RFQ #2302-A Asphalt Inspection Services

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME _____

COMPANY INFORMATION
RFQ #2302-A Asphalt Inspection Services

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Office Number: _____ Fax Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

E-mail Address: _____

Office Number: _____ Fax Number: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

#2302-A Asphalt Inspection Services

Name of Project

Fayette County Georgia

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 Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC
My Commission Expires:

SCOPE AND SPECIFICATIONS

RFQ #2302-A Asphalt Inspection Services

BACKGROUND

Fayette County is seeking quotes to provide quality material acceptance for Concrete, Soils and Hot Mix Asphalt placed in Fayette County. The materials can be installed either by the County's internal crews or by outside contractor. Projects will include resurfacing, residential sub-division development, roadway construction projects and or pipe/culvert/bridge projects. These services also include the testing services for the new Fire Training Cone Course and Tactical Driving Course construction projects.

This Request for Quotes also includes Full Depth Reclamation (FDR) mix-design review, field testing and on-site inspections.

Please quote prices based on the specifications as shown. If you have question concerning what is included or excluded in your quoted prices, you must submit them via email to the Purchasing department by the due date shown on the cover letter of this Request for Quotes.

Please be advised that the County will determine the acceptability of any and all exceptions noted, and whether or not a quote must be disqualified based on exceptions included.

FIELD INSPECTION SPECIFICATIONS

- The Road Department will give 48-hour advance notice when testing is needed on a resurfacing project. For residential development, roadway construction, pipe/culvert/bridge projects, or any other projects outside of resurfacing the County will give a 24-hour advance notice for testing. The Department also reserves the right to cancel up to 4 hours before the appointed start time.
- Testing shall include nuclear gauge density testing on asphalt resurfacing and compacted graded aggregate base construction. The County shall receive all moisture readings.
- Gauge shall be calibrated to the different mix types from local asphalt plants producing the mix and local rock quarries supplying the rock. Job Mix Formulas (JMF) will be supplied by the County to the vendor. Any gauge calibration costs will be included in field inspection services unit cost.
- Concrete testing shall include on-site slump and air void testing and making 3 - 4" x 8" cylinders for concrete strength tests (7, 21 & 28 days). Vendor shall have all required equipment to perform these tests and make these cylinders and will be covered under the hourly charge rate.
- Concrete Strength tests and Asphalt Cores shall be paid individually.
- Asphalt cores shall be done when all pavement has been placed (binder and topping).

- The vendor shall report all tests or inspections in the daily report that will be emailed to the Training Center Project Manager or the Assistant Road Department Director. The vendor shall call in all failing tests to the Training Center Project Manager or the Assistant Road Department Director immediately. The contact person's phone number and email will be given with the Notice to Proceed (NTP). In the daily reports please record all instructions/directions given onsite to County/Contractor staff.
- The vendor shall furnish all materials, labor, tools, equipment, specialized equipment, and services required to provide the required testing.
- County will not cover travel time for inspection services on an hourly basis, responders shall include these costs in the unit price.
- Each day the vendor is requested to do testing will receive a minimum of 4 chargeable hours.
- Traffic Control shall be supplied by the vendor with the following exception:
 - Resurfacing – County and/or Contractor will have traffic control on roads being resurfaced by County In-House Crews or Contractor.
 - Residential Development – will not require flagging due the roads not being open for general public use.
 - Construction Projects – County will supply traffic control for County In-House Crew projects.
- All testing work will be done between normal County resurfacing hours of 8am thru 5pm Monday thru Saturday.

ADMINISTRATION SPECIFICATIONS

- This will cover costs associated with attending pre-construction meetings of County projects where field inspection services will be provided.
- Up to 1 hour of total travel time can be included with the meeting time.

FDR SPECIFICATIONS

- The County is currently using bid process to select an FDR Contractor to perform Cement Stabilization Reclaimed Base on Hampton Road and Wilmington Way in Fayette County. This work will be done per GDOT Specification 315 which requires the vendor to prepare the mix-design.
- Mix-Design Review – The vendor shall submit the proposed mix-design to the county for review. The vendor shall verify the mix-design by testing the same materials collected at a certain location on each project site. This coordination will be arranged during the pre-construction meeting with all parties present so that both parties are using the same materials when preparing and reviewing the mix-design. The vendor shall provide the county with a written statement supporting or not supporting the proposed contractor mix-design, after testing the samples. FDR Field Inspections – This pay item includes all costs and testing

associated on an hourly basis to verify the mix-design is being properly installed by the vendor on the project and to make any field recommendation if changes are required. This includes measurement of concrete spread rate during the FDR process.

- FDR Composite Field Samples – Once the FDR portion of the project has been completed the vendor shall take 1 set (3 cylinders per each set) per location for strength testing at 7, 21 & 28 days. Any lab curing and the compression tests shall be included in the unit price.

PRICING SHEET
RFQ #2302-A Asphalt Inspection Services

ROAD DEPARTMENT

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
Inspection Field Services	Hour	120 Hours		
Administration Services	Hour	10 Hours		
FDR Composite Field Samples	Each (Group of 3 Cylinders)	2 Each		
FDR Mix Design Review	Each	2 Each		
FDR Field Inspection Services	Hour	50 Hours		
ROAD DEPARTMENT TOTAL QUOTE PRICE				

TRAINING CENTER PROJECT

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
Inspection Field Services	Hour	80 Hours		
Concrete Inspection Services	Hour	16 Hours		
Concrete Strength Tests	Each Set (Group of 3 Cylinders)	16 Sets		
Asphalt Cores and Testing of Mix	Each	10 Each		
Administration Field Services	Hour	12 Hours		
TRAINING CENTER PROJECT TOTAL QUOTE PRICE				

TOTAL PROJECT QUOTED PRICE	
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NOTE: The work performed under this contract will be paid at the unit price. The unit price shall be full compensation for all materials, labor, equipment, mobilization, and any other expensed incurred in performing the work. No additional compensation will be made.

COMPANY NAME: _____

Please list below any exceptions or clarifications to the specifications of this bid. Explain any exceptions in full.

[illegible]

COMPANY NAME: _____