

#### **Purchasing Department**

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

December 1, 2025

Subject: Request for Quotes 26077-A Lake Horton Dam Flow Weir Repair

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a quote for the above listed solicitation in accordance with the information and specifications contained herein.

A mandatory pre-quote conference will be held at 1:00 p.m., Monday, December 15, 2025, located on the downstream side of Horton Dam off Grant Rd. and Lowery Rd. in South Fayette County (Coordinates: 33.317483, -84.419382), to provide an opportunity for you to become familiar with the site and work conditions, and to ask questions. Companies that attend will be invited to submit quotes for this project.

Address any questions you may have about this request for quotes to Colette Cobb via email to <a href="mailto:ccobb@fayettecountyga.gov">ccobb@fayettecountyga.gov</a> or fax to (770) 719-5534. Questions will be accepted until 2:00 p.m., Wednesday, December 17, 2025.

Quotes will be accepted until 3:00 p.m., Friday, December 19, 2025. Please provide your quote and other information via email to Colette Cobb, Contract Administrator at ccobb@fayettecountyga.gov or fax to (770) 719-5534.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Sincerely,

Ted L. Burgess

Chief Procurement Officer

#### **GENERAL TERMS AND CONDITIONS**

#### 26077-A Lake Horton Dam Flow Weir Repair

#### 1. **Definitions**:

- a. Responder: A company or individual who submits a quote in response to this RFQ.
- b. Successful Responder: The Responder that is awarded a contract.
- c. Contractor: The Successful Responder, upon execution of the contract.
- d. County: Fayette County, Georgia.
- Quote is Offer to Contract: Each quote constitutes an offer to become legally bound to a contract with the County, incorporating the Request for Quotes and the Responder's quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the Request for Quotes, except to the extent that a Responder takes written exception to such provisions, and the County agrees to the exceptions. 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 Quotes may result in rejection of the quote.
- 3. **Binding Offer**: To allow sufficient time for a contract to be awarded, each quote shall constitute a firm offer that is binding for ninety (90) days from the received by date to the date of award.
- 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 Quotes, 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 Quotes. 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. **Prices Held Firm**: Prices quoted shall be firm for the period of the contract, unless otherwise specified in the quote. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
- 9. Responder Substitutions: Responders offering substitutions or deviations from specifications stated in the Request for Quotes, 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.
- 10. **Non-Collusion**: By responding to this Request for Quotes, 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 Quotes and is in all respects fair and without collusion or fraud.
- 11. **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 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.

12. **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.

- 13. 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.
- 14. **Trade Secrets Confidentiality**: If any person or entity submits a bid, proposal, or quote that contains trade secrets, an affidavit shall be included with the bid, proposal, or quote. 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).
- 15. 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.
- 16. **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.
- 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 Successful Responder 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 to the County. 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. **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.
- 25. 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.
- 26. **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.
- 27. **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 26077-A Lake Horton Dam Flow Weir Repair

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, signed, if any are issued	
COMPANY NAME:	

## COMPANY INFORMATION 26077-A Lake Horton Dam Flow Weir Repair

#### 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:	
Phone Number:	Fax Number:
C. PROJECT CONTACT PERSON	
Name:	
Title:	
Phone Number:	
E-mail Address:	

## REFERENCES RFQ 26077-A Lake Horton Dam Flow Weir Repair

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	
Approximate Completion Date	
Contact Person and Title	
	Email
Government/Company Name	
City & State	
Approximate Completion Date	·
Contact Person and Title	
Phone	Email
3. Government/Company Name	
City & State	
Approximate Completion Date	
Contact Person and Title	
	Email
COMPANY NAME:	

## SCOPE AND SPECIFICATION RFQ 26077-A Lake Horton Dam Flow Weir Repair

#### **INTRODUCTION**

Fayette County Water System is seeking quotes from qualified vendors for the repair of the Lake Horton Dam Flow Weir. The low flow weir is located on the downstream side of Horton Dam off Grant Rd. and Lowery Rd. in South Fayette County (Coordinates: 33.317483, -84.419382). The quote will be for extending the low flow weir wall both horizontally and vertically to prevent erosion and water bypass downstream of the weir.

#### **BACKGROUND**

Lake Horton was constructed in the early 1990s and is a 780-acre drinking water reservoir that yields up to 14 million gallons per day for drinking water production. It is in south Fayette County with a storage capacity of 3.5 billion gallons of water. The downstream flow is monitored by the federal USGS and a flow weir below the Lake Horton Dam is used to flow verification (Attachment A – Low Flow Weir As-built).

#### **SCOPE OF WORK**

#### General

- 1) The Contractor is responsible for properly securing equipment and materials.
- 2) Work hours shall be 8:00 a.m. to 5:00 p.m., Monday Friday. Work outside FCWS business hours may be approved by FCWS with minimum one-week notice.
- 3) Contractor will be liable for any damage caused during the duration of the project.
- 4) Contractor is responsible for personnel, vehicles, tools, and equipment.
- 5) There is a **No Tobacco** policy on all Fayette County property and buildings.

#### 1) Repairs to Low Flow Weir

- a. Dewater the downstream plunge pool area to allow repairs.
  - i. This shall be accomplished with the use of a 6" dewatering pump.
- b. The weir ends will be extended 4 feet horizontally and 1 foot vertically.
  - i. Wall extension thickness (6 "), footing, depth, and reinforced steel specification (#4 rebar @12" spacing) shall match original weir.
  - ii. Portland cement shall meet the requirements of ASTM C 150.
  - iii. Apply a bonding agent as recommended by the manufacturer.
  - iv. Concrete shall not be placed on mud, dried earth, uncompacted fill, frozen soil, or in standing water.

- v. Reinforcing steel shall be free from loose rust, oil, grease, paint, or other deleterious matter
- vi. Tie to the existing weir wall must be watertight with use of PVC waterstop.
- vii. Grout/flow fill ready mix shall be utilized to prevent future bank erosion
- c. After concrete has been cured sufficiently the bank shall be restored and compacted.
  - i. Slope grade shall be 3 foot horizontal to 1 foot vertical and compacted.
  - ii. Installation of erosion fabric and stone (Type 3 and Type 1) must be utilized.
  - iii. Any disturbed areas outside the bank and weir wall shall be stabilized with seed and straw to the satisfaction of FCWS.

#### **Additional Work**

Vendor will report to owner any additional work needed not covered above. Vendor agrees that the Contingency Allowance is for the sole use of Owner to cover unanticipated costs. The Contingency Allowance shall only be used with prior written authorization by the County Administrator.

Vendor agrees to provide minimum 1-year warranty for all work provided.

# PRICING SHEET RFQ 26077-A: Lake Horton Dam Flow Weir Repair

Responder agrees to perform all the work described in the Contract documents for the following prices:

Quote Lake Horton Dam Flow Weir Repair	\$
Contingency Allowance*	\$ 3,500.00
Total Quote, Including Contingency	\$
*To be used only with prior written authorization by the County.	
NOTES:	
<ol> <li>All applicable charges shall be included in your total quoted but not limited to materials, equipment, installation, lab amounts. No additional charges will be allowed after the date.</li> </ol>	oor, and any other
2. All warranties shall be included in your total quoted amount.	
State time needed to commence work after notice to proceed is issue	edDays
State length of time needed to complete project [	Days.
State, List or Attach the terms of your warranty, if applicable:	
COMPANY'S NAME	

## **EXCEPTIONS TO SPECIFICATIONS**RFQ 26077-A: Lake Horton Dam Flow Weir Repair

	ase list below any exceptions or clarifications to the specifications of this bid.	Explain any
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ON	MPANY NAME:	









# HORTON CREEK DAM AND RESERVOIR FOR

## FAYETTE COUNTY WATER SYSTEM

**AUTHORIZED BY:** 

## FAYETTE COUNTY BOARD OF COMMISSIONERS

STEVE WALLACE, CHAIRMAN HERB FRADY BILL BONNER RICK PRICE LINDA WELLS



						DESIGN	SCALE
						DRAWN	DATE
		***			LAND LOT-	DMM	[-15-93
					DISTRICT-	CHECK	FILE NO. 92101
					COUNTY-	APPROVED	SHEET NO.
REV. NO.	DATE	DESCRIPTION	ΒY	APP'D 8Y	STATE-	JE,M	1 of 28

