



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

March 27, 2023

Subject: Request for Quotes 2244-A: Broom Blvd. Streambank Stabilization

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.

Address any questions you may have about this request for quotes to Natasha Duggan via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. **Questions will be accepted until 3:00 p.m., Tuesday, April 4, 2023.**

Quotes will be accepted until 3:00 p.m., Tuesday, April 11, 2023. Please provide your quote and other information via email to Natasha Duggan, Contract Administrator at nduggan@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
Director of Purchasing

GENERAL TERMS AND CONDITIONS
RFQ #2244-A: Broom Blvd. Streambank Stabilization

1. **Definitions:** The term "contractor" as used 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:** 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 until the date of contract 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. **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 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.

10. **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.
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 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.

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 – 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. **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.
17. **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

18. **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.
19. **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.
20. **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.

21. **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.
22. **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.
23. **Substitution of Contracted Items:** The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
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)***

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Company information – on the form provided	_____
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)	_____
Quote Tabulation Sheet	_____
List of exceptions, if any – on the form provided	_____
References – on form provided	_____
Addenda, signed, if any are issued	_____

COMPANY NAME: _____

COMPANY INFORMATION
RFQ #2244-A: Broom Blvd. Streambank Stabilization

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 #2244-A: Broom Blvd. Streambank Stabilization

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: _____

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 any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies 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

2244-A: Broom Blvd. Streambank Stabilization
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 _____, _____, 2023 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 _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

SCOPE AND SPECIFICATION
RFQ #2244-A: Broom Blvd. Streambank Stabilization

Fayette County, Georgia is seeking cost proposals from qualified contractors for furnishing materials, labor, supervision, and equipment for minor grading, installation of landscape materials, tree removal, and general cleanup surrounding the stream crossing near 104 Broom Blvd., Fayetteville, Georgia.

Minor erosion is occurring, therefore slope stabilization is required in addition to landscape installation services and minor grading. A map of the project limits is enclosed as Exhibit A. It is imperative that the proposing contractor familiarize themselves with all site conditions prior to submitting pricing for the referenced project.

The successful proposer shall be required to comply with all applicable Local, State, and Federal rules and regulations throughout the project.

- A. **Reference and Incorporation of Specifications** - Unless noted otherwise in this Request for Quote (RFQ), the Georgia Department of Transportation's Standard Specifications Construction of Transportation Systems, most recent edition is incorporated by reference into the Project Manual and contract documents. All work shall be performed in accordance with the GDOT specifications, and all pay items shall be measured and evaluated in accordance with the specifications. They shall supersede all other specifications unless more stringent requirements are listed.

It is the responsibility of the Contractor to be familiar with these specifications before bidding and to adhere to them during construction. Fayette County is owner of the project and shall serve as the administrator of the Contract in lieu of "The Department." Copies of the documents can be obtained from the GDOT website.

- B. **Schedule** – The project shall commence within ten (10) calendar days of the Contractor receiving the Notice to Proceed (NTP) and shall reach final completion within **45 Calendar Days** of the Contractor receiving the NTP from Fayette County. Contract time is measured on a Calendar Day basis and includes County Holidays and weekends.
- C. **County Holidays** – The Contractor shall not work on a County Holiday unless written approval is provided by Fayette County at least three days prior to the Holiday. The 2023 Holiday Schedule is available on the County's website: <https://fayettecountyga.gov/information/HolidaySchedule.pdf>

- D. **Work Hours** – Unless pre-approved otherwise by Fayette County, all work shall be performed Monday thru Saturday (no Sunday work) and between the hours of 7:00 AM and 5:00 PM.
- E. **Toilet Facilities** - Provide toilet facilities that meet local sanitary codes. Provide consumable and non-consumable goods (toilet paper, paper towels, hand soap) for the life of the project.
- F. **Grassing** – This work includes preparing the ground, furnishing fertilizer, and seeding areas within the County Right-of-Way and permanent easements adjacent to the Right-of-Way as shown in Exhibit A. Use only Tall Fescue or one of the varieties listed in Georgia Soil & Water Conservation Commission (GSWCC) Manual.
- G. **Rip Rap** – Existing Rip Rap may be removed and reused if the material meets the project specifications. All riprap stone shall be Type 3, made of sound, durable rock pieces, and be clean and essentially free of rock dust and fines. Rip Rap shall be placed on filter fabric and relatively flat on either side in the same dimension, preferably the long dimension. The material shall be processed such that 90 percent of the particles within the size class shall have all dimensions within the ranges stated in the size classifications listed in GDOT Standard Specification Section 805.
- H. **Contractor Supervision and Work Coordination** – The Contractor shall supervise and direct the work. He/she shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, including traffic control. The Contractor shall employ and maintain onsite a qualified supervisor or superintendent who will be designated in writing by the Contractor as the Contractor's site representative. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall always be present on the site as required to perform adequate supervision and coordination of the work.
- I. **Inspections and Acceptance** – The Contractor shall notify the County in writing when the Work is complete and ready for inspection. The County shall make reasonable efforts after receiving the notice from the Contractor to inspect the Work. The Contractor agrees to correct and/or repair, at no additional cost to the County, any such portion that is determined by the County to be incomplete within the scope of the contract. The Contractor shall promptly perform any and all punch list Work received from the County.
- J. **Workmanship Guarantee** – The Contractor shall warranty and guarantee all materials supplied, equipment furnished, and work performed to be free from defects (resulting from faulty materials supplied or workmanship) for a period of twelve (12) months from the date of Final Completion.

The Owner shall give notice of observed defects with reasonable promptness and the Contractor shall have 30 calendar days to address the issue(s). If the Contractor fails to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. If different guarantees or warranties are required in the technical specifications for specific items, then the more stringent (i.e., longer) apply.

- K. **Section 102 – Bidding Requirements and Conditions** – This section of the GDOT Specifications shall not apply for this ITB.
- L. **Section 103 – Award and Execution of Contract** – This section of the GDOT Specifications shall not apply for this ITB.
- M. **Section 105.10 Duties of the Inspector** – Inspectors may be employed by Fayette County or Fayette County’s designated Engineer.
- N. **Section 106.11 Field Laboratory** – A field laboratory is not required.
- O. **Failure or Delay in Completing Work on Time** - Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of The Work will always increase the cost of engineering. For this reason, it is important that The Work be pressed vigorously to completion. Should the Contractor or, in case of default, the Surety fail to complete the Work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance with the following schedule:

Contract Amount		Daily Charges
For More Than	To and Including	Calendar Day or Completion Date
\$---	\$50,000	\$950
\$50,000	\$250,000	\$960
\$250,000	\$500,000	\$1,240
\$500,000	\$2,500,000	\$1,660
\$2,500,000	\$5,000,000	\$2,700
\$5,000,000	\$10,000,000	\$3,400

These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and the Contractor due the uncertainty and impossibility of making a determination as to the actual and consequential damages which are incurred by the County and the general public as a result of the failure on the part of the Contractor to complete The Work on time.

In addition to the above, the Contractor shall meet and satisfy all applicable GDOT specifications as written in Section 108 Prosecution and Progress. In the event of a conflict the more stringent shall apply.

- P. **Traffic Control** – Access to all homes shall be maintained at all times with a minimum of one 12-foot travel lane available for traffic at all times.

QUOTE TABULATION SHEET

RFQ #2244-A: Broom Blvd. Streambank Stabilization

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

BID ITEM	TASK DESCRIPTION	QUANTITY	UNIT MEASURE	UNIT PRICE	TOTAL PRICE
202-1000	CLEARING & GRUBBING	0.22	AC	\$	\$
210-0100	GRADING	1.00	LS	\$	\$
163-0240	MULCH	1.00	TN	\$	\$
455-1000	FILTER FABRIC FOR EMBANKMENT STABILIZATION	136.00	SY	\$	\$
603-2048	STN DUMPED RIP RAP, TP 3, 12 IN	204.00	SY	\$	\$
700-6910	PERMANENT GRASSING, FESCUE, TALL	0.22	AC	\$	\$
700-7000	AGRICULTURAL LIME	0.20	TN	\$	\$
700-8000	FERTILIZER MIXED GRADE	0.10	TN	\$	\$
700-8100	FERTILIZER NITROGEN CONTENT	10.00	LB	\$	\$
999-1000	TREE REMOVAL WITH STUMP GRINDING	1.00	EA	\$	\$
				TOTAL PRICE	\$

COMPANY'S NAME _____

EXCEPTIONS TO SPECIFICATIONS

RFQ #2244-A: Broom Blvd. Streambank Stabilization

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

COMPANY NAME: _____