



**Purchasing Department**  
140 Stonewall Avenue West, Ste 204  
Fayetteville, GA 30214  
Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

June 15, 2023

**Subject: Request for Quotes #2270-A Asphalt Inspection Services**

Gentlemen/Ladies:

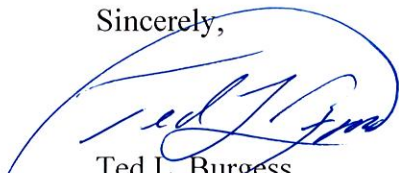
Fayette County, Georgia invites you to submit a quote for asphalt inspection services, in accordance with the information and specifications contained herein.

Address any questions you may have about this request for quotes to Sherry White via email to [swhite@fayettecountyga.gov](mailto:swhite@fayettecountyga.gov) or fax to (770) 719-5544. Questions will be accepted until 3:00p.m., Tuesday, June 20, 2023.

**Quotes will be accepted until 3:00p.m., Monday, June 26, 2022.** Please provide your quote and other information via email to Sherry White, Contract Administrator at [swhite@fayettecountyga.gov](mailto: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 #2270-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 #2270-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 #2270-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 #2270-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

#2270-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 #2270-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 Emergency Training Center parking & training lot and test tract construction projects.

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

**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. If the gauge has been calibrated to those mix types in the last 12 months, the vendor shall present documents verifying the calibration. The county will accept the calibration. Gauge calibration cost will be included in field inspection services unit cost.
- Concrete testing shall include on-site slump and air void testing and making 3 sets of 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.
- All tests or inspections shall be reported in the daily report that will be emailed to the Training Center Project Manager or the Assistant Road Department Director. All failing tests need to be called into 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).



- Vendor shall furnish all materials, labor, tools, equipment, specialized equipment, and services required to provide the required testing.
- Each day the vendor is requested to do testing will receive a minimum of 4 chargeable hours.
- If the road is being resurfaced in two or more lifts, each lift shall be tested.
- 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**

- FDR Contractor selected by the County shall prepare a mix design under GDOT specification 315 Cement Stabilization Reclaimed Base Construction on 4 County Road: Hampton Road, Wilmington Way, Morning Creek Way and Morning Creek Court. This project will be sent out for bids in July / August 2023.
- Under this scope of work the awarded vendor shall perform a FDR mix design review for the mix design submitted by the FDR Contractor on behalf of the County.
- A written report shall be prepared including any design recommendations.
- Perform field inspections and any required testing to verify that the mix design is being properly installed by the County's approved Contractor on the FDR project and be able to make field recommendation if changes in the field are required.

**PRICING SHEET**  
**RFQ #2270-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	6 Each		
FDR Mix Design Review	Each	3 Each		
FDR Field Inspection Services	Hour	60 Hours		
<b>ROAD DEPARTMENT TOTAL QUOTE PRICE</b>				

**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		
<b>TRAINING CENTER PROJECT TOTAL QUOTE PRICE</b>				

<b>TOTAL PROJECT QUOTED PRICE</b>	
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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.