



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

August 30, 2024

Subject: Request for Quote #2462-A: Asphalt Milling

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 Sherry White via email to swhite@fayettecountyga.gov or fax to (770) 719-5544. Questions will be accepted until 2:00 p.m., Tuesday, September 10, 2024.

Quotes will be accepted until 3:00p.m., Tuesday, September 17, 2024. 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 telephone number is (770) 305-5420.

Sincerely,

Ted L. Burgess
Chief Procurement Officer

TLB/sw

Attachment

GENERAL TERMS AND CONDITIONS

RFQ #2462-A: Asphalt Milling

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.
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 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 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 – Confidentiality:** If any person or entity submits a quote that contains trade secrets, an affidavit shall be included with the 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. **Term of Contract:** The initial term of this agreement shall begin with the Notice to Proceed and continue through June 30, 2025. Thereafter, this agreement may be renewed for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term") if the Contractor requests such renewal at least sixty (60) days prior to expiration of the Initial Term or the then-current Renewal Term. If the Contractor fails to request renewal, this Agreement may 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).
18. **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.
19. **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

20. **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.
21. **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.
22. **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.

23. **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.
24. **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.
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 #2462-A: Asphalt Milling

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'S NAME: _____

COMPANY INFORMATION
RFQ #2462-A: Asphalt Milling

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: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

REFERENCES
RFQ #2462-A: Asphalt Milling

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'S NAME: _____

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

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

RFQ #2462-A: Asphalt Milling

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

SCOPE AND SPECIFICATION

RFQ #2462-A: Asphalt Milling

INTRODUCTION

Fayette County is soliciting bids from contractors to provide asphalt milling services on various County roads at locations within Fayette County. The contract resulting from this invitation to bid will allow Fayette County to obtain asphalt milling services on an as-needed basis throughout the contract period.

A. PROJECT DESCRIPTION

Two types of milling projects are anticipated:

PRIMARY WORK:

Milling for patching: This work involves milling sections of road to facilitate patching. Typically, this milling is 2" to 4" in depth but may be greater if conditions warrant. Millings will be hauled away by County trucks or County Leased Trucks. Patching will immediately follow milling operations and will be performed by County staff.

ADDITIONAL WORK:

Street milling: This milling work is done inside residential subdivisions on curbed streets. Milling will typically be for the purpose of removing excess asphalt above the curb line prior to resurfacing and/or to improve the crown of the street. The work may include limited areas that need to be milled for patching. This work will be variable depth milling but generally 1"-3.5" in depth. The intent is to have the final milled surface to be approximately 1.5 inches below the curb line. The County will be responsible for providing the clean-up. Millings will be hauled away by County trucks.

In most cases, the County will immediately follow the milling operations with an asphalt overlay. It is undesirable for the milling contractor to be significantly ahead of the County's work progress. The scheduling of milling operations is an important part of this work.

The County will inspect the work periodically as it progresses.

B. REFERENCES

The successful bidder must have verifiable experience in performing this type of work. The County expects all bidders to provide references that will document to the County's satisfaction the following:

- The contractor must have adequate technical experience to perform the work required. The contractor must have a satisfactory record of performance.
- The contractor must have adequate personnel and the appropriate equipment to perform the work. A 6-foot-wide milling machine is generally the most common size used in this work. Smaller sizes may be needed in certain situations.
- The contractor must have history of working within an agreed-to schedule.

Fayette County reserves the right to reject any quote if the bidder fails to satisfy the County that the bidder is properly qualified and/or equipped to carry out the obligations of the Contract. This is a Request for Quote, and the received quotes will not be ranked by these criteria, rather the information will be reviewed and simply determined to be adequate or inadequate.

C. COMMUNICATION

The County will provide the contractor with a specific point of contact. Likewise, the contractor shall identify a specific point of contact.

D. PROSECUTION AND PROGRESS

The County will contact the successful bidder to coordinate and schedule milling services on an as need basis.

The normal workday for this project shall be 8:00 AM to 5:00 PM and the normal work week shall be Tuesday through Friday. The County will consider alternative days and hours upon written request on a case-by-case basis.

E. UTILITIES

The County shall be responsible for obtaining all utility locates prior to the start of work at any location. The milling contractor shall be prepared to work around existing utility valves and manhole covers.

F. PROPERTY DAMAGE

The Contractor shall be responsible for repairing any damage to existing curbs, gutters, driveways, mailboxes, lawns, etcetera caused by the Contractor's operations at no additional cost to the County.

The Contractor shall not turn around in or disturb in any manner any privately owned driveway.

G. TECHNICAL SPECIFICATIONS

Unless noted otherwise in these specifications, all equipment and workmanship associated with this project shall meet Georgia Department of Transportation Standard Specifications section 432.02 and 432.3.05. The standard milling equipment shall be able to mill 6' for the majority of projects, or smaller sizes if approved in advanced for special circumstances.

The depth of milling throughout the task will be variable. The desired elevation of the milled pavement shall be as specified by the County inspector. Milling from the gutter to the centerline of road shall result in an approximate 2% crown except where the road is superelevated. In superelevated sections milling shall match the superelevation cross slope. If existing asphalt paving extends into the gutters, the Contractor shall remove this asphalt.

NOTE: It may be appropriate to use "edge milling" (milling of the outside 4 to 8 feet only) on some streets to correct improper crown or for other construction reasons. The County inspector will determine when edge milling is appropriate. When edge milling is specified, the Contractor will be paid the contract unit price for areas milled.

The milling operation shall provide a pavement surface that is true to line, grade and cross-section and of uniform surface texture.

H. SAFETY

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a safe work environment at the project site. The Contractor shall comply with all OSHA regulations as they pertain to this project.

I. INVOICES

The following information must be included on all invoices:

- A date indicating when the work was performed.
- Name of the street where the work was performed.
- Mobilization charge if applicable.
- Amount of work performed on each street expressed in square yards of milled area (if street milling) or hours worked (if milling for patching).
- A total cost for each street.
- The grand total invoice amount.

J. CLEANUP AND SITE RESTORATION*

The County shall be responsible for clean-up and removal of material generated because of this work.

As an option, the County can elect to have the Contractor perform clean-up operations at an hourly cost. With this option the contractor is responsible for all activities involved in clean-up work with the County supplying the dump trucks, drivers and disposal site. Clean-up work shall be performed immediately after a street is milled. Sweeping debris into gutters or sides of roads is not acceptable. All loose debris shall be removed from the project area and disposed of in a legal manner. Work will not be allowed to proceed and progress payments will be withheld until cleanup has been completed as directed by the County. If an inspection reveals that the Contractor has failed to clean up after his work has been performed, the County will notify the Contractor of the deficiency and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the County reserves the right to stop all further work and make other arrangements to have the area cleaned. The County will deduct the cost of cleaning from the Contractor's invoice.

As an option, the County is also requesting an hourly rate for the Contractor to supply a Vacuum Sweeper Truck that can be used to assist with cleaning being performed by the County only. There will be a minimum of 4 hours per notification and the hourly cost shall include any mobilization or incidental costs for the vacuum truck. The proposed vacuum truck specifications will need to be attached to this bid for the County's review.

K. TRAFFIC CONTROL*

The County will be the responsible party for the traffic control on milling projects as long as the Contractor does not significantly work ahead of the County's paving progress.

As an option, the County can elect to have the Contractor be responsible for traffic control of the milling operation at an hourly cost. Under this option the contractor shall furnish, install and maintain all necessary and required barricades, signs, and other traffic control devices in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and take all necessary precautions for the protection of the workers and the safety of the public. All traffic control devices shall remain the property of the contractor. Traffic whose origin and destination is within the limits of the project shall be provided access at all times unless otherwise specified by the County. This access includes entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment (including certified flaggers and traffic control signing) on the roadway at all times, particularly during inclement weather, to insure that access is safely provided when and where needed.

All existing signs, markers and traffic control devices affected by the milling operations will be reinstalled or replaced at the Contractor's expense. At no time will the Contractor remove regulatory signing which may cause a hazard to the public.

L. MOBILIZATION FOR MILLING*

An initial mobilization charge will be allowed per project authorization by the county, to get the equipment to the job site. If the roads to be milled are within walking distance, no additional mobilization charge will be allowed. Walking distance is defined as 0.5 (one-half) miles or less between roads. However, if there is a road to be milled that is more than walking distance of one-half mile, an additional mobilization charge will be allowed per notice to proceed. After the initial mobilization charge, the number of additional mobilization charges per project will be capped at two.

M. BOBCAT ATTACHMENT MILLING*

The County is requesting a price quote as part of this annual contract for the rental use of a skid steer (or similar piece of equipment) with a milling attachment to perform small milling projects outside of the intent of the rest of this contract. This price will be hourly and include an operator supplied by the Contractor and mobilization.

N. ADDITIONAL MILLING DEPTH OVER 3.5"*

The County is requesting a price quote as part of this annual contract for milling greater than 3.5" material. This price will be a surcharge for each additional 2" of depth.

PRICING SHEET
RFQ #2462-A: Asphalt Milling

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

Item Description	Unit of Measurement	Estimated Quantity	Unit Price	Extended Total
Street Milling under 10,000 SY	hour	80		
Milling for Patching 6-foot-wide miller	hour	80		
Asphalt Milling Initial Mobilization	each	6		
Asphalt Milling Subsequent Mobilization	each	6		
*Clean-up per hour	hour	1		
*Contractor Haul-off per truck	hour	1		
*Vacuum Sweeper Truck (min 4 hours)	hour	4		
*Traffic Control	hour	1		
*Bobcat Attachment Milling	hour	1		
*Additional Milling Depth over 3.5" - for every 2" of additional depth	Square yard	1		
Total Quote				

NOTES:

1. All applicable charges shall be included in your total quoted amount, including but not limited to materials, equipment, installation, labor, and any other amounts. No additional charges will be allowed after the quote received by date.
2. *Items marked with an **asterisk** are as needed throughout the contract term.

COMPANY'S NAME: _____

EXCEPTIONS TO SPECIFICATIONS
RFQ #2462-A: Asphalt Milling

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

COMPANY'S NAME: _____