



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

March 11, 2025

Subject: Request for Quotes #2545-A: Redwine Road Handrail Installation

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., March 18, 2025.

Quotes will be accepted until 3:00 p.m., Wednesday, March 26, 2025. 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 #2545-A: Redwine Road Handrail Installation

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. **Brand Name:** If items in this Request for Quotes have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the quote. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
9. **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.
10. **Quantities are Estimates:** Quantities listed herein are estimates for the project specified. If the

quantity exceeds listed estimates, the County reserves the right to order additional quantities at the prices stated in the bid of the Successful Bidder.

11. **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.
12. **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.
13. **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.

14. **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.
15. **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.

16. **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).
17. **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.
18. **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.
19. **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.
20. **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

21. **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.
22. **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.
23. **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.

24. **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.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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.

31. **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 #2545-A: Redwine Road Handrail Installation

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 #2545-A: Redwine Road Handrail Installation

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 #2545-A: Redwine Road Handrail Installation

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)(I)

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

#2545-A: Redwine Road Handrail Installation
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 SPECIFICATION
RFQ #2545-A: Redwine Road Handrail Installation

Project Scope

Fayette County is seeking qualified bidders to provide all material, equipment, and labor for installation of handrail along the Redwine Road multi-use path immediately north of Bernhard Road.

The awarded contractor shall:

1. Provide and install approximately 360 linear feet of galvanized steel pipe handrail per details RW4, RW5, and GDOT standard detail 9031R provided as Exhibit 1.
2. All joints shall be welded (GDOT certified is not required) to match look and finish of other handrail along Redwine Road.
3. The handrail is to be installed between the multi-use path and the retaining wall. Care is to be taken to avoid damaging underground utilities, the multi-use path, and the retaining wall. Any damages to these items will be the responsibility of the contractor.
4. Remove section of sod between header curb and retaining wall (shown in photo below) and prepare ground to form and pour approximately one cubic yard of Class B Concrete with a minimum thickness of four inches. Concrete shall be level and uniformly sloped in relation to header curb and retaining wall. Isolation joint shall be required between retaining wall and concrete.



Project Specifications

- A. Reference and Incorporation of GDOT 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, are 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 the 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 twenty (20) calendar days of the Contractor receiving the Notice to Proceed (NTP). The project shall reach final completion within **sixty (60) Calendar Days** from the Contractor receiving NTP. Contract time is measured on a consecutive 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 County Holiday Schedule is available on the County's website: https://fayettecountyga.gov/information/county_holidays.htm
- D. Work Hours** – Unless pre-approved otherwise by Fayette County, all work shall be performed Monday thru Friday and between the hours of 8:00 AM and 5:00 PM.
- E. Prequalification of Bidders** – The Prime Contractor shall be GDOT prequalified and provide at least two (2) successfully completed projects of similar scope and size within the past five (5) years. Fayette County reserves the right to consider a contractor's GDOT prequalification's and past performance when determining if a bid is responsive and responsible.
- F. OSHA** – Adhere to the Occupational Safety and Health Administration's (OSHA) excavation standards, *29 Code of Federal Regulations (CFR) Part 1926, Subpart P* for excavation and trenching operations.

- G. **Contractor Staging** – No staging area is provided by Fayette County for the project beyond the existing right-of-way. Contractor staging shall not interfere with traffic on County roads or multi-use paths.
- 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. **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 acceptance.

The Owner shall give notice of observed defects with reasonable promptness and the Contractor shall have 45 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.

- J. **Section 102 Bidding Requirements and Conditions** – This section of the GDOT Specifications is removed in its entirety from this ITB.
- K. **Section 103 Award and Execution of Contract** – This section of the GDOT Specifications is removed in its entirety from this ITB.
- L. **Section 105.06 Cooperation with Utilities** – Before beginning any mechanized boring, trenching, or digging the contractor shall call Georgia 811 at least 72-hours in advance excluding weekends and holidays. Calls made after 4:30pm count as the next day. It shall be the Contractor's responsibility to plan with each utility owner a schedule of operations which will clearly set forth at which stage of the Contractor's operations the utility owner will be required to perform adjustment and relocation work.
- M. **Section 107.02 Permits and Licenses** – The Contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work unless otherwise stated in the Contract Documents.

- N. 107.13 Protection and Restoration of Property and Landscape** - The Contractor shall be responsible for the preservation of all public and private property, fences, grassed and sodded areas, etc. along and adjacent to the multi-use path, and shall use every precaution necessary to prevent damage or injury thereto.
- O. Section 108.03 Prosecution and Progress** - The Contractor shall furnish the County, for approval, a progress schedule following the receipt of the Notice to Proceed and prior to the pre-construction conference.
- P. Section 108.08 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	Per Calendar Day Beyond Schedule 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.

- Q. Section 109.07 Partial Payment** – At the end of each month the Contractor shall submit a pay application to the County for review. The total value of items complete in place will be verified by the County and certified for payment.
- R. Section 150 Traffic Control** – The contractor shall be responsible for Temporary Traffic Control (TTC). This section is supplemented by the Manual on Uniform Traffic Control Devices (MUTCD) and the Work Zone Safety and Mobility Policy. At least one travel lane shall remain open for public use at all times.

PRICING SHEET
RFQ #2545-A: Redwine Road Handrail Installation

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

PAY ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
500-3200	CLASS B CONCRETE (FOR APPROXIMATELY 26 LF BETWEEN HEADER CURB AND RETAINING WALL)	1.00	CY		
515-2020	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	360.00	LF		
TOTAL QUOTED AMOUNT					

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. All warranties shall be included in your total quoted amount.

State time needed to commence work after notice to proceed is issued _____ Days.

State length of time needed to complete project _____ Days.

State, List or Attach the terms of your warranty, if applicable: _____

COMPANY'S NAME: _____

