

Walker County
Request for Proposal

2025-12

Walker County Generator Project
(Countywide)



Bid Posted: November 19, 2025
Bid Opening: January 5, 2026
101 S. Duke Street
LaFayette, GA 30728

Inquiries:

Inquiries regarding this project and the bidding process should be sent by email to: c.creekmur@walkerga.us. Only inquiries received in writing will receive a response. All such written inquiries must be submitted by December 15, 2025 at 9:00 a.m. EDT. Walker County will publish a response to all inquiries on its website at walkercountyga.gov/public-notices on December 19, 2025.

INTRODUCTION:

Walker County Government (hereinafter referred to as “WCG”) is soliciting proposals from qualified and experienced contractors to furnish all labor, equipment, materials, and services necessary for the installation of both fixed and portable generators in accordance with the specifications and requirements outlined in this Request for Proposals. These generators will serve critical facilities essential to maintaining operations and public safety during emergencies and power outages.

A site map is included with this document. All contractors are responsible for verifying the required generator specifications at each site. Contractors will have the opportunity to participate in a scheduled site visit during the period of December 8–12, 2025.

Contractors must schedule their site visit appointment by the end of business on December 5, 2025 by calling EMA at 706-924-0086.

PROJECT INFORMATION:

The following are the specifications requested for each location and generator.

Site 01 - Lee Clarkson (34.8613459, -85.2737875)

Stationary Site: Provide and install a 120/208 volt, 3 phase, diesel generator with a 24-hour fuel tank, and a weather and level 2 sound enclosure. Provide a concrete pad for the generator. Provide and install a 200amp automatic, NEMA 4X, non-service rated transfer switch. Provide and install all conduit and wire for complete installation. Provide digging for conduits. Provide a crane for setting the generator. Provide battery charger and block heater. Provide startup and testing after completion. Provide 1 year service contract after installation.

Site 02 - Rossville City Hall (400 McFarland Ave, Rossville, GA 30741)

Stationary Site: Provide and install an 80kw, 120/240volt 1 phase, diesel standby rated generator with a 24-hour fuel tank, a weather and level 2 sound enclosure. Provide and install a 400amp service rated NEMA 3R automatic transfer switch. Provide a concrete pad for the generator. Provide a crane for setting the generator on a concrete pad. Provide and install an annunciator. Provide and install all conduit and wire for complete installation. Provide site prep as needed. Provide battery charger and block heater. Provide startup and testing after completion. Provide 1 year service contract after installation.

Site 03 - Rossville Police Department (500 McFarland Ave, Rossville, GA 30741)

Stationary Site: Provide and install 120/208volt 3 phase, 125kw diesel standby rated generator with a 24-hour fuel tank, a weather and level 2 sound enclosure. Provide and install a 600amp service rated NEMA 3R automatic transfer switch on the existing switchgear rack. Provide a crane for setting the generator on the existing concrete pad.

Provide and install an annunciator. Provide and install all conduit and wire for complete installation. Provide site prep as needed. Provide battery charger and block heater. Provide startup and testing after completion. Provide 1 year service contract after installation.

Site 04 - Rossville Public Works (200 Ellis Road, Rossville, GA 30741)

Stationary Site: Provide and install a 40kw, 120/240volt 1 phase, diesel standby rated generator with a 24-hour fuel tank, a weather and level 2 sound enclosure. Provide and install a 200amp service rated NEMA 1 automatic transfer switch. Provide a concrete pad for the generator. Provide a crane for setting the generator on a concrete pad. Provide and install all conduit and wire for complete installation. Provide site prep as needed. Provide battery charger and block heater. Provide startup and testing after completion. Provide 1 year service contract after installation.

Portable Generators - Quantity 3

Description: Generator must support the needs of each location with appropriate volts, phase & amp

Site 05 - Ascalon (34.9842587, -85.3071877)

Portable Site: Provide and install a 200amp, 120/240volt 1 phase, NEMA 4X, non-service rated, automatic transfer switch with a 200amp docking station with color coded soft camlock cables to connect to portable generator. Provide and install a 120volt receptacle at site to plug up battery charger and block heater on portable generator. Provide and install all conduit and wire and support structure needed for complete installation of transfer switch and docking station. Provide portable generator cords that need to connect the portable generator to the docking station. Provide 1 year service contract after installation.

Site 06 - April Valley (34.8917588, -85.3200874)

Portable Site: Provide and install a 200amp 120/240volt 1 phase, NEMA 4X, non-service rated, automatic transfer switch with a 200amp docking station with color coded soft camlock cables to connect to portable generator. Provide and install a 120volt receptacle at site to plug up battery charger and block heater on portable generator. Provide and install all conduit and wire and support structure needed for complete installation of transfer switch and docking station. Provide portable generator cords that need to connect the portable generator to the docking station. Provide 1 year service contract after installation.

Site 07 - Buchanan (34.8773159, -85.3237030)

Portable Site: Provide and install a 200amp 120/240volt, 1phase, NEMA 4X, non-service rated, automatic transfer switch with a 200amp docking station with color coded

soft camlock cables to connect to portable generator. Provide and install a 120volt receptacle at site to plug up battery charger and block heater on portable generator. Provide and install all conduit and wire and support structure needed for complete installation of transfer switch and docking station. Provide portable generator cords that need to connect the portable generator to the docking station. Provide 1 year service contract after installation.

Site 08 - Duckett (34.9059412, -85.3450149)

Portable Site: Provide and install a 200amp 120/240volt, 1 phase, NEMA 4X, non-service rated, automatic transfer switch with a 200amp docking station with color coded soft camlock cables to connect to portable generator. Provide and install a 120volt receptacle at site to plug up battery charger and block heater on portable generator. Provide and install all conduit and wire and support structure needed for complete installation of transfer switch and docking station. Provide portable generator cords that need to connect the portable generator to the docking station. Provide 1 year service contract after installation.

Site 09 - East Reed Road (34.7659667, -85.2544125)

Portable Site: Provide and install a 200amp 120/208volt, 3 phase, NEMA 4X, non-service rated, automatic transfer switch with a 200amp docking station with color coded soft camlock cables to connect to a portable generator. Provide and install a 120 volt receptacle at site to plug up battery charger and block heater on portable generator. Provide and install all conduit and wire and support structure needed for complete installation of transfer switch and docking station. Provide portable generator cords that need to connect the portable generator to the docking station. Provide 1 year service contract after installation.

Site 10 - Kensington & Prospect Road (34-7807450, -85.3742992)

Portable Site: Provide and install a 200 amp 120/240 volt, 1 phase, NEMA 4X, non-service rated, automatic transfer switch with a 200amp docking station with color coded soft camlock cables to connect to a portable generator. Provide and install a 120 volt receptacle at site to plug up battery charger and block heater on portable generator. Provide and install all conduit and wire and support structure needed for complete installation of transfer switch and docking station. Provide portable generator cords that need to connect the portable generator to the docking station. Provide 1 year service contract after installation.

Site 11 - Standford (34-9035259, -85.3485728)

Portable Site: Provide and install a 200amp 120/240volt, 1 phase, NEMA 4X, non-service rated, automatic transfer switch with a 200amp docking station with color coded soft camlock cables to connect to portable generator. Provide and install a 120volt receptacle at site to plug up battery charger and block heater on portable generator.

Provide and install all conduit and wire and support structure needed for complete installation of transfer switch and docking station. Provide portable generator cords that need to connect the portable generator to the docking station. Provide 1 year service contract after installation.

Site 12 - Valley View (34.9188206, -85.3544847)

Portable Site: Provide and install a 200amp 120/240volt 1 phase, NEMA 4X, non-service rated, automatic transfer switch with a 200amp docking station with color coded soft camlock cables to connect to portable generator. Provide and install a 120volt receptacle at site to plug up battery charger and block heater on portable generator. Provide and install all conduit and wire and support structure needed for complete installation of transfer switch and docking station. Provide portable generator cords that need to connect the portable generator to the docking station. Provide 1 year service contract after installation.

Note: pricing **should not** include the following:

- Permitting and inspection fees (permits and inspections will be required, but the fees will be waived by the county)
- Removal of existing trees on site
- Landscaping

COMPLETION TIME:

The project must be completed by September 1, 2026, unless the parties agree to an extension of time.

OTHER REQUIREMENTS:

The successful bidder will be responsible for providing an executed E-Verify S.A.V.E. document. Sub-contractors that are part of the project team must be clearly identified in the submission, including roles, resumes of key personnel and project references. The Contractor is responsible for obtaining E-Verify Affidavits from its subcontractors and submitting verification to WCG prior to executing a contract with any subcontractor.

The successful bidder will provide safety measures such as fencing, barriers, signs, etc. that are required to ensure the public's safety during this project.

I. CONTENT AND FORMAT OF PROPOSALS

WCG will evaluate all written submittals. It is incumbent upon the proposers to demonstrate within their proposals how each requirement will be satisfied. All Proposals must meet the specifications outlined in this Proposal. WCG reserves the right to investigate the qualifications and experience of the proposers, or to obtain new proposals. Proposals not sufficiently detailed or are in an unacceptable form may be rejected by WCG. Dates and documentation included in the proposal become public record upon selection of a proposal by the Walker County Board of Commissioners. Interested firms must follow the process outlined in the following pages in submitting their proposal. WCG prefers to accept proposals from vendors with three (3) years' experience minimum; however, this factor and the following will be reviewed to assist WCG in deciding the most favorable vendor. Along with the Bid Schedule, please submit the following:

- a. A discussion of the history of the firm, including the number of years in business
- b. Documentation of two (2) similar or comparable projects completed within the past five (5) years, including photographs of each project.
- c. Firm's proposed project team including qualifications and experience of each member with projects of this nature; provide a minimum of 2 projects;
- d. Provide at least three (3) references for similar projects (including numbers and addresses);
- e. Proposed methodology for the development and completion of the project. Describe in detail your approach and scope and how the proposal will satisfy all criteria of the project;
- f. Proposed project timeline;
- g. Provide itemized pricing based upon your proposed methodology

II. ASSEMBLE IN THIS ORDER

- a. BID SCHEDULE
- b. CONTRACTOR REGISTRATION & REFERENCES
- c. SUPPORTING PROJECT NARRATIVE & DOCUMENTATION
- d. GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT AFFIDAVIT
(Contractor & Subcontractors)
- e. IRS Form W-9

BID SCHEDULE: Locate this page at the front when assembling documents for your proposal.

For furnishing all labor, materials and equipment necessary for the installation of both fixed and portable generators

BID SCHEDULE		
RFP #2025-12 Walker County Generator Project		
No.	Item Description	Amount
01	Lee Clarkson (stationary)	
02	Rossville City Hall (stationary)	
03	Rossville Police Dept. (stationary)	
04	Rossville Public Works (stationary)	
05	3 Portable Generators (portable)	
06	Ascalon (portable)	
07	April Valley (portable)	
08	Buchannan (portable)	
09	Duckett (portable)	
10	East Reed (portable)	
11	Kensington & Prospect Road (portable)	
12	Standford (portable)	
13	Valley View (portable)	
TOTAL:		\$ _____.

RFP #2025-12
Walker County Generator Project

CONTRACTOR'S RESPONSE:

Date of Proposal: _____

The undersigned agrees, if this bid/proposal is accepted within ninety (90) days after the date of the opening, to furnish all supplies or services in strict accordance with provisions of this RFP at the price in the Proposal Schedule.

Prices are to remain firm for ninety (90) calendar days after the date of the opening.

I certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid/proposal for the same supplies or services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid/proposal and certify that I am authorized to sign this proposal for the vendor.

Signature: _____ Title: _____

Printed name: _____

WALKER COUNTY GOVERNMENT
101 S. DUKE STREET
LAFAYETTE, GA 30728
OFFICE: 706-638-1437

CONTRACTOR REGISTRATION

Date: _____

Name of Contractor: _____

Does your company have employees: Yes No How many: _____

Is your company licensed to do business in the State of Georgia: Yes No

City or County of Business License: _____

Business Information:

Contact Name: _____

Complete Street Address: _____

City/State/Zip: _____

Mailing address (if different from above): _____

City/State/Zip: _____

E-mail: _____ Phone: _____

Website: _____ Fax: _____

Organized As: Individual Partnership Corporation Limited Liability Company
Other (Circle one)

Federal EIN: _____

Summary of Products/Services provided to the County: _____

Does your company practice Buy American Sourcing Preferences as outlined in
the Code of Federal Regulations, 2 CFR Part 184: Yes No Not Applicable
(Circle one)

Applicant Signature: _____ Date: _____

Printed Name: _____ Title: _____

Walker County Government prefers to accept proposals from vendors with three (3) years' construction experience.

Number of years in construction business: _____

Firm's facilities and equipment:

Firm Name: _____

Address: _____

Equipment: _____

Firm's experience with similar projects: Provide a minimum of 2 projects:

Project: _____

Location Address: _____

Point of Contact: _____

Project: _____

Location Address: _____

Point of Contact: _____

References:

1) Company/Organization: _____

Address: _____

Contact: _____

E-mail: _____ Phone: _____

2) Company/Organization: _____

Address: _____

Contact: _____

E-mail: _____ Phone: _____

3) Company/Organization: _____

Address: _____

Contact: _____

E-mail: _____ Phone: _____

Describe in detail your approach and scope and how the proposal will satisfy all criteria of the project: _____

Attach the following:

A. List of subcontractors and their contact information

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
Systematic Alien Verification for Entitlements (SAVE) Program

Contract No. and Name: **RFP 2025-12: Walker County Generator Project**

Contractor's Name: _____

STATE OF GEORGIA
CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Walker County and attests to the following:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly referred to 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 Walker County in the event the Contractor ceases to utilize the federal work authorization program during the contract period;
- 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 above to which Contractor is a party after the state hereof without further action or consent by Contractor;
- 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 Walker County within five business days of receipt.

EEV / E-verify™ User Id (Account) Number

Date of Authorization

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
Systematic Alien Verification for Entitlements (SAVE) Program

Contract No. and Name: **RFP 2025-12: Walker County Generator Project**

Contractor's Name: _____

STATE OF GEORGIA
SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Walker County and attests to the following:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly referred to 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 Walker County in the event the Contractor ceases to utilize the federal work authorization program during the contract period;
- 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 above to which Contractor is a party after the state hereof without further action or consent by Contractor;
- 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 Walker County within five business days of receipt.

EEV / E-verify™ User Id (Account) Number

Date of Authorization

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

Terms and Conditions:

1. Identification: All proposals submitted for this RFP must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope:

RFP 2025-12: Walker County Generator Project

All proposals must be submitted in hard copy, one original and two copies by 1:00 p.m. on January 5, 2026, at the Walker County Administration Office located at 101 South Duke Street, P.O. Box 445, LaFayette GA 30728. Submittals received after this time and date will not be considered. An additional copy of the submission on digital media is appreciated.

All proposers must fill out and sign a Completed Affidavit of Contractor's E-Verify Compliance and any applicable Affidavit for subcontractors and submit it with your proposal.

All proposers must fill out and sign an IRS Form W-9 and submit it with your proposal.

2. Withdrawal of Proposal: Proposals may be withdrawn by written request only if the request is received PRIOR to the time and date set for the opening of RFPs.

Negligence on the part of the vendor submitting a proposal in preparing their proposal confers no right of withdrawal or modification of their proposal once the proposal has been opened. No proposal may be withdrawn for a period of ninety (90) days after time has been called on the date of opening.

3. Bonds: Construction bidders are required to post performance and payment bonds in an amount equal to the contract award.

4. Award of Contract: Award will be made to the responsible bidder/proposer whose bid/proposal, conforming to the request for proposals, will be most advantageous to WCG; price and other factors considered. WCG reserves the right to reject any and/or all bids/proposals submitted and to waive any technicalities or minor irregularities in bids/proposals received. A written award shall be deemed to result in a binding contract without further action by either party.

5. Exceptions to Specifications: Any award resulting from this request for proposals shall bind the proposer to all terms, conditions, and specifications set forth in this request for proposals. Proposers whose proposals do not conform should note on a separate page if necessary and/or on the proposal schedule. While WCG reserves the right to make an award to a nonconforming proposer, when in the best interest of WCG, such awards will not be readily made, and proposers are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by proposer unless it is properly set out as provided above. No exception will be deemed to have been taken by WCG unless incorporated in an award resulting from this request for proposals and so stated.

6. Proposal Results: Interested parties may request, in writing, a tabulation after award has been approved by the Walker County Board of Commissioners by sending a self-addressed, stamped envelope with their request to: Walker County Clerk, P.O. Box 445, LaFayette, GA 30728.

7. Payment: Payments will be made upon all items completed each month or completion of all work and acceptance by WCG on invoices submitted and approved by the appropriate WCG representative(s). All invoices must have a Purchase Order (PO) number and shall be itemized. All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to the vendor for correction.

8. Taxes: Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use tax. A certificate will be furnished if requested. WCG is exempt from taxes, but the successful proposer shall pay all taxes required of him by law and WCG cannot exempt others from tax.

9. Retainage: WCG reserves the right to retain 10% of the amount of each payment until final completion and acceptance of all work covered by the contract documents.

10. Inquiries Regarding Payment: All inquiries regarding payment of invoices are to be directed to Accounts Payable, (706) 638-1437 or: Walker County Government, Attn: Accounts Payable, P.O. Box 445, LaFayette, GA 30728.

11. Execution of Contract: Subsequent to the award, the successful proposer will be presented with a **“Notice of Award”**. The date of presentation shall be deemed to be the postmark or sent date, if emailed. **The successful proposer’s proposal and this request for proposals shall serve as the contract for this project.**

12. Certificate of Insurance: The Contractor agrees to procure all of the insurance specified below and list WCG as an additional insured:

A. Workers’ Compensation Insurance for all employees who are engaged in work under the contract.

B. Public Liability and Motor Vehicle Liability Insurance: The Contractor shall take out and maintain during the life of this contract, such public liability and motor vehicle liability insurance as shall protect him while performing work covered by this contract from claims for damages which may arise from operations by himself or by any other person directly or indirectly employed by him and the amounts of such insurance shall be as follows:

i. Public Liability Insurance in an amount not less than \$1,000,000.00 on account of one occurrence.

ii. Motor Vehicle Liability Insurance on all motor vehicles owned, leased or otherwise used by the Contractor in an amount not less than \$500,000.00

(combined single limit) for bodily injury including death and property damage combined.

C. Professional Liability Insurance: The Contractor shall procure and maintain during coverage in the amount not less than \$1,000,000.00.

13. Insurance Conditions:

A. The insurance company must be licensed to do business in the state of Georgia.

B. The Contractor shall furnish to WCG a certificate of insurance covering the work as required above as evidence that the insurance required will be maintained in force for the entire duration of the work performed under this agreement.

C. The cancellation of any policy of insurance required by this agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in O.C.G.A. 33-24-44.

D. Each policy of insurance required under this agreement shall provide for notice requirements under the laws of the State of Georgia as set forth in O.C.G.A. 33-24-44 and by endorsement shall provide that WCG will receive a copy of said notice of cancellation.

E. A certificate of insurance with a cancellation provision which provides for less notice than that required by O.C.G.A. 33-24-44, or which provides that failure to give the written notice will not impose any responsibility upon the insurer, shall constitute a basis for insurance rejection of the insurance by WCG.

F. In addition to its agreement to obtain and maintain the insurance as set forth herein above, the Contractor agrees to indemnify and hold harmless WCG, its officers, agents and employees from any and all claims against the WCG, its officers, agents, and employees, which arise out of any act or omission of the Contractor or any consultant employed by the Contractor or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the Contractor or any consultant employed by the Contractor or any of their officers, employees or agents, which condition which a result of work performed under the contract.

14. Cancellation of Insurance: If the insurance is canceled, the contractor shall deliver to WCG new policies of insurance. Should the Contractor neglect to obtain and maintain in force such insurance and deliver such policy or policies, then it shall be lawful for WCG to obtain and maintain such insurance at Contractors expense.

15. Inclusion: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this request for proposals will be the responsibility of the successful proposer to provide at no other cost to WCG

unless so stated on the successful proposer's proposal as additional cost items and accepted by WCG at the time of the award.

16. **Regulatory Agencies:** Successful proposer will be responsible for all required permits or licenses required by the regulatory agency of the county, state, or federal governments. Further, successful proposer will be responsible for meeting all requirements of any regulation(s) or guideline(s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation(s) or guideline(s).

17. **Domestic Preference:** To the greatest extent practicable and consistent with law, there shall be a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products)

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

18. **Independent Contractors:** The proposer represents to WCG that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The proposer shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of WCG and nothing contained in this request for proposals or a contract resulting from same shall be construed to constitute the proposer or any of his employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the county nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

19. **Assignment of Contractual Rights:** It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from an award stemming from this request for proposals or his right, title, or interest in or to the same, or any part thereof, without written consent of WCG.

20. **Starting Time:** Work will commence within forty-five (45) calendar days after being issued a "**Notice to Proceed**" on the project and commence in a routine, orderly manner until completion and acceptance by WCG.

21. **Change Orders:** Any and all change order requests by the successful proposer must be approved through the WCG Procurement Policy. For any work performed outside the contract agreement for which compensation over and above the agreement

occurs, there must be an accompanying approved change order. If work is done before change order approval, the change may be rejected or denied for compensation.

22. Indemnity: Successful proposer agrees to defend, indemnify, and hold harmless WCG from any and all courses of action or claims of damages arising out of or related to proposer's performance or actions or those of his employees or agents, under said contract.

23. Cancellation for Cause: Should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.

24. Liquidated Damages: Contractor shall complete all work in the time stated as the "completion time." In the event that the contract is not completed within the specified time, the Contractor agrees to default of contract and by reason of this default, contractor shall pay to WCG, not as a penalty, but as liquidated damages, in the sum of \$500 for each day of overrun in contract time.

25. Weather Days: Completion time will not be extended for normal bad weather. The time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed outdoors. For the purpose of this Contract, the Contractor agrees that he may expect to lose calendar days due to weather in accordance with the following table:

January – 22 days	April – 7 days	July - 8 days	October – 5 days
February - 16 days	May – 4 days	August – 6 days	November – 9 days
March – 11 days	June – 6 days	September – 4 days	December – 15 days

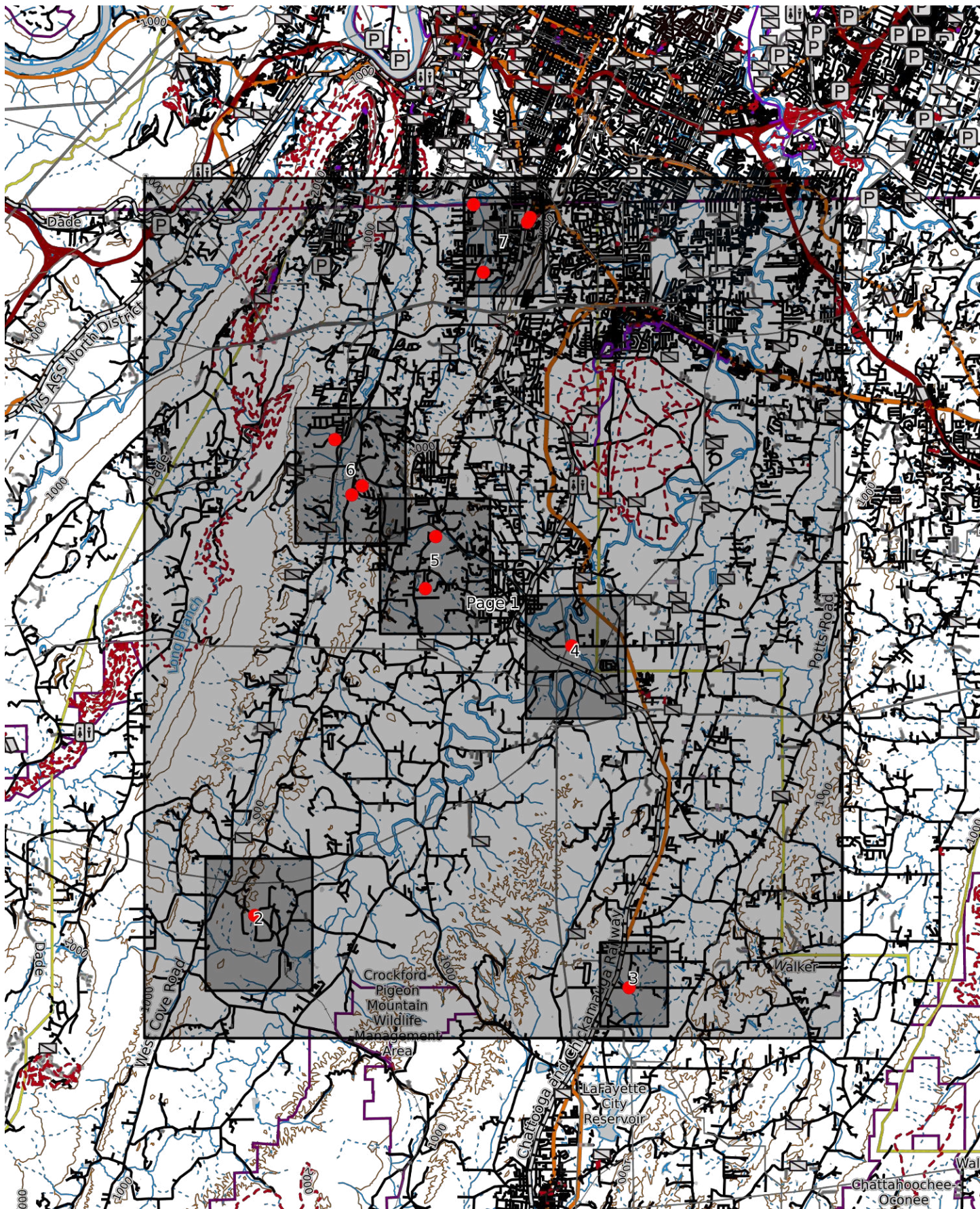
The Contractor agrees an extreme weather day shall be defined as a day that rain exceeds one tenth (0.10) of an inch **and** the average temperature fails to exceed 40 degrees F, **and** the maximum temperature does not exceed 50 degrees F. The temperature and rain data should come from appropriate local weather stations. A weather day will also be defined as a day in which less than seventy-five percent (75%) of the normal labor and equipment force can operate for five (5) hours due to weather-related site conditions. Contract time will be extended by the number of days in which actual weather days in a given month exceed the number of weather days given in the table above.

Delays caused by acts of God, (e.g., fire, unusual storms, floods, tidal waves, earthquakes,) strikes, labor disputes, freight embargoes and shortages of materials shall be considered as unavoidable delays insofar as they prevent the Contractor from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force for at least five (5) hours per day toward completion of the current controlling item on the accepted work schedule.

Should abnormal conditions prevent the work from beginning at the usual starting time, or prevent the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force for a period of at least five (5) hours per day, and the crew is dismissed as a result thereof, the Contractor will not be charged for a working day whether or not conditions change so that the major portion of the day could be considered to be suitable for work on the controlling item.

For delays which the Contractor considers to be unavoidable he/she shall submit to the Community Development Director of Walker County complete information demonstrating the effect of the delay on the controlling operation in his construction schedule. The submission shall be made within three (3) calendar days of the occurrence claimed to be responsible for the unavoidable delay.

26. Changes to Contract: No change will be made to this contract except by written modification by WCG.



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