

Walker County
Request for Proposal
2026-010b
Courthouse Attic Remediation
and Roof Repair



Bid Posted: July 24, 2026
Bid Opening: 2:00 p.m. on August 25, 2026
101 S. Duke Street
LaFayette, GA 30728

Inquiries:

Inquiries regarding this project and the bidding process should be sent by email to: j.pursley@walkerga.us. Only inquiries received in writing will receive a response. All such written inquiries must be submitted by August 10, 2026 at 9:00 a.m. EDT. Walker County will publish a response to all inquiries on its website at walkercountyga.gov/public-notice by August 12, 2026.

INTRODUCTION:

Project: Walker County Courthouse

Location: 103 S Duke St, LaFayette, GA 30728

Project Type: Attic Remediation; Window and Door Replacement; Roof Repairs; and Restoration of the Fourth-Floor Stairwells and Office 318

Walker County Government (hereinafter referred to as “WCG”) is soliciting proposals from qualified contractors to provide all labor, materials, equipment, and supervision necessary to repair the attic and roof of the Walker County Courthouse, located at 103 S Duke Street in LaFayette, Georgia.

This project consists of attic remediation, structural and masonry repairs, roof system replacement, roof drains and restoration work at the Walker County Courthouse. Work includes addressing moisture intrusion, mold remediation, structural deficiencies, and restoration of affected interior and exterior building components.

Windows and Doors

- Fourth Floor Window and Door Replacement

This scope includes the removal and disposal of all existing fourth-floor windows, exterior doors, and frames.

- Work shall include:

- Removal and disposal of existing fourth-floor windows, doors, and frames
- Installation of new wood sill plates at all window openings
- Patching and repair of surrounding plaster following window installation
- Repair and repointing of brick and masonry disturbed during installation
- Installation of new steel lintels above windows
- Replacement of all existing fourth-floor exterior windows
- Furnish and install vinyl-wrapped, Low-E, double-pane windows
- Match existing color, size, style, and appearance as closely as possible
- Maintain historic character and architectural appearance where applicable

Attic Remediation

- Asbestos Abatement & Cleaning

- To be performed prior to structural repairs taking place in the attic
- Asbestos abatement and general cleanup of attic space to be performed.
- Removal of all contaminated miscellaneous debris in the attic.
- Perform final cleanup using HEPA vacuum.
- Apply lockdown encapsulation to the area.

Mold Remediation

Perform mold remediation and abatement in attic areas following completion of roof repairs and correction of all sources of water intrusion.

- Work to include:

- Pre-treatment of all mold-affected surfaces, including:
 - Roof rafters
 - Roof joists
 - Attic floor decking
- HEPA vacuuming and detailed cleaning of all impacted surfaces
- Application of an antimicrobial encapsulant to all exposed attic surfaces to inhibit future microbial growth

Masonry Restoration

- Perform masonry restoration work in attic areas including:

- Masonry repairs at attic joists
- Inspection of exposed brick and mortar
- Removal and replacement of loose or dislodged brick
- Repointing of mortar joints to match original construction
- Cleaning of brick and masonry using non-abrasive methods, including soft-bristle brushing

Structural Repairs - Attic

- Perform structural repairs as required within attic areas, including:

- Shoring of existing roof framing as necessary
- Includes shoring of existing roof framing to remove sill plates
- Evaluation of attic framing to identify any structural repairs required
- Perform structural repairs to attic area where needed
- Removal and replacement of deteriorated sill plates
- Installation of new hangers and fasteners at ledger connections
- Installation of brick-to-wood connectors
- Evaluation and repair of balcony structural framing as required
- Inspection of balcony framing above Office 318

Structural Repairs - 4th Floor North & South Stairwells

- Perform structural repairs within the north and south stairwells, including but not limited to the following:

- Perform a comprehensive evaluation of the existing ceiling joists in both the north and south stairwells to determine the extent of structural deterioration or damage
- Repair or reinforce existing ceiling joists where feasible to restore structural integrity
- Remove and replace any ceiling joists determined to be structurally deficient or beyond repair with new members matching the existing size and load requirements
- Install all required blocking, framing connectors, fasteners, and supplemental framing as necessary to complete the repairs
- Ensure all structural repairs comply with applicable building codes, engineering requirements, and project specifications
- Remove all demolition debris generated by the work and leave the work area clean and ready for any subsequent finishes

Plaster Repairs

Restore historic plaster and lath systems removed or damaged during structural repair activities. Repairs shall match existing historic construction and finishes where applicable.

Interior Restoration & Repairs (Fourth Floor)

- Office 318 & General Areas

Perform remediation, repair, and restoration activities following abatement procedures, including installation of new finishes to match existing historic conditions where applicable.

-North & South Stairwells 4th Floor

Remove and replace existing lighting fixtures, including wall sconces and ceiling-mounted light fixtures

Work shall also include:

- Remove and dispose of wall sconces and ceiling mounted light fixtures at 4th floor stairwells. Replace with a similar style
- Troubleshoot and repair lighting circuitry at 4th floor, panel located next to south stairwell attic access
- Install new smooth finish plaster wall and ceiling system with lath, scratch and brown coat, where removed.
- Install new cove base and chair rail trim similar to existing.
- Installation of new cove base and chair rail trim to match existing profiles and finishes

Office 318 Restoration

- Restore Office 318 following completion of:

- Abatement
- Air quality testing
- Structural investigation

- Install new interior finishes including:

- Luxury Vinyl Tile (LVT) flooring and cove base
- Install new smooth finish plaster walls with lath system
- New ACT ceiling grid system
- New lighting fixtures
- Painting per Owner's selected colors

Roof Investigation

Investigate roof drain lines and roof assemblies for evidence of residual moisture and water intrusion.

- Areas of investigation include:

- North Balcony
- South Balcony
- High Roof Area

The contractor shall identify and document any active leaks, moisture intrusion, or concealed damage discovered during investigation.

Roof Repairs

- Roof Area

Replace existing roofing system at Metal Roof with new TPO roofing system including:

- Removal and disposal of existing EPDM gutter systems, insulation, and roof decking
- Installation of new roof decking where required
- Installation of new insulation system
- Installation of new TPO roofing membrane
- Installation of new edge metals and trim systems
- Installation of all required flashing and tie-ins

Balcony Roofs

- Replace North and South Balcony Roofs with TPO

- Demo and dispose of existing roofing, insulation, and wood decking
- Install 1/2" CDX plywood decking
- Install new insulation and mechanically attach it to the deck
- Install 60 mil TPO fully adhered to coverboard
- Install Kynar coated edge metals and trims
- Install all tie-in and perimeter flashings
- Provide manufacturer's and contractor's warranty

Roof Drain and evaluation

- Inspect and camera-scope

Inspect the existing roof drains to determine the necessary repairs prior to bidding. A complete evaluation is required to identify the scope of work needed to repair the drains and prevent leakage. *A camera evaluation may be scheduled by contacting j.pursely@walkerga.us by August 14, 2026.*

Work Area Details

1. All work shall comply with applicable building codes, regulations, and industry standards.
2. Any concealed conditions or additional repairs discovered during construction shall be addressed and approved through the change order process.
3. All finishes and restoration work shall match existing historic construction where applicable.
4. The contractor shall coordinate all work to minimize disruption to courthouse operations where required.
5. The contractor shall coordinate inspections as required.
6. The contractor shall obtain approvals in advance for all lay down and storage areas.
7. All paint finishes, and other submittals are to be provided to the Owner as part of the submittal process prior to installation by the contractor.
8. Maintain clean work areas at all times. Remove and dispose of all demolished materials and construction debris. The site must be cleaned every day at the completion of work. The contractor shall take extra precautions to pick up all debris, nails and fasteners from the ground and all surrounding area and finish with magnetic pickup to ensure safety and cleanliness.
9. Final clean up and disposal: Remove debris, rubbish, and waste material from the property of the Owner on a daily basis. Upon completion of work, all construction areas shall be left clean and free from debris. Clean all dust, dirt, stains, hand marks, paint spots, droppings, and other blemishes.

Permitting

- Permit fees and inspections

The permit will be obtained by the owner, and no permit fees will be required. All standard inspections and documentation will be completed throughout the construction process.

Notes

- All work shall be performed in accordance with manufacturer specifications and applicable codes and regulations
- Any unforeseen conditions or additional work will require a written change order approved prior to execution

COMPLETION TIME:

The Contractor shall provide a proposed construction schedule prior to beginning work. The schedule shall include the estimated start date, major project milestones, and projected completion date. Work can tentatively begin on October 5, 2026.

Work shall be completed by February 1, 2027, unless another completion date is agreed upon, to minimize disruption to building operations.

By submitting a proposal, Contractor agrees to the following:

Contractor and Walker County recognize that time is of the essence and that Walker County will suffer financial loss if the Work is not completed within the times specified above. The parties also recognize the delays, expense, and difficulties involved in

proving in a legal or arbitration proceeding the actual loss suffered by Walker County if the Work is not completed on time. Accordingly, instead of requiring any such proof, Walker County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Walker County \$500.00 for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete.

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Walker County, Contractor shall pay Walker County \$500.00 for each day that expires after the time specified above for completion and readiness for final payment until the Work is completed and ready for final payment.

OTHER REQUIREMENTS:

The successful contractor 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.

All work must pass required inspections and obtain approvals from the Authority Having Jurisdiction.

An on-site visit of the courthouse will be available on **August 7, 2026 at 2:00 p.m.** Interested contractors should assemble in the lobby of Courthouse Annex I, 101 S. Duke Street, LaFayette, GA and will then be escorted into the courthouse.

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 Formal Proposal, please submit the following as supporting project narrative:

- 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;

II. ASSEMBLE IN THIS ORDER

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

FORMAL PROPOSAL: **Locate this page at the front when assembling documents for your proposal. The contractor may attach an itemized estimate of products/services behind this page.**

For furnishing all labor, materials, tools, equipment, insurance, bonds, etc. necessary to complete the scope outlined for this project.

PROPOSAL SCHEDULE		
RFP #2026-10b Courthouse Attic and Remediation and Roof Repair		
TOTAL:		\$ _____.

CONTRACTOR'S RESPONSE:

Date of Proposal: _____

The undersigned agrees, if this bid/proposal is accepted within sixty (60) 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 sixty (60) calendar days after the date of the opening.

The undersigned affirms he/she agrees to the Terms and Conditions outlined in this packet as the final form of agreement and Walker County is not subject to further negotiation with the contractor.

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 2026-010b: Courthouse Attic and Remediation and Roof Repair**

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 2026-010b: Courthouse Attic and Remediation and Roof Repair**

Contractor's Name: _____

STATE OF GEORGIA
SUBCONTRACTOR AFFIDAVIT

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- 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 2026-010b: Courthouse Attic and Remediation and Roof Repair

All proposals must be submitted in hard copy, one original and one copy, as well as an additional copy on digital media by 2:00 p.m. on August 25, 2026, at the Walker County Government Administration Building located at 101 South Duke Street, P.O. Box 445, LaFayette GA 30728. Submittals received after this time and date will not be considered.

Submittal envelopes should be properly labeled with the RFP number and project title.

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, if the award is over \$100,000.

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 thirty (30) 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. Changes to Contract: No change will be made to this contract except by written modification by WCG.