

REQUEST FOR PROPOSALS



DESIGN/BUILD SERVICES FOR WALHALLA POLICE STATION

101 East Main Street
Walhalla, SC 29691
864-638-5831
864-916-9914 fax
www.cityofwalhalla.com

PROJECT OVERVIEW

DATE: January 13, 2025

DESCRIPTION OF WORK: Design/Build for Walhalla Police Station

PROPOSAL DUE DATE/TIME: February 10, 2:00 P.M. EST

BUDGET: \$3,500,000 to \$3,750,000

LOCATION:

Walhalla City Hall
206 N. Church Street
Walhalla, SC 29691

CONTACT PERSON:

Tim Rice, Chief of Police
864-638-5831
trice@walhallapd.org

The City of Walhalla reserves the right without prejudice to reject, in whole or in part, all proposals received, to waive all technicalities, or to negotiate any term(s) or provision(s) of such proposals. Such rejection, waiver, or negotiation shall be accomplished in any manner necessary to serve the best interest of the City. It also reserves the right to be the sole judge of the suitability of all proposals for use by the City.

The City of Walhalla reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous proposals or proposals which are uncertain as to terms, delivery, quantity or compliance with specifications.

PURPOSE AND DESCRIPTION

The City of Walhalla is accepting proposals to provide design/build services for the design and construction of a new Police Station in Walhalla. All responses to this request must be received no later than **2:00 PM EST, February 10, 2025**. Qualifications received after this date and time shall be returned unopened.

The City of Walhalla wishes to hire one qualified firm/partnership to provide the Design and Construction Documentation, Cost Analysis, Specifications and Construction Administration relating to the construction of a new police station.

The proposed site is located at:

205 S. John Street
Walhalla, SC 29691

Site includes parcel ID 500-20-05-018 and 500-20-05-019 totaling 2.75 acres +/- . The existing structure shall remain and will be converted into other office space for use by the City of Walhalla.

shown in Exhibit A attached.

The police station will be approximately +/- 10,000 square feet.

The following list represents required new construction areas, square footage is approximate and may be adjusted.

Building Interior Description (sq. footage is approximate):

Public Area

- Lobby – 250 SF
- 1 Public Toilet (unisex/family) – 90 SF
- Victim/Reporting Conference Room – 200 SF
- Training/Emergency Ops Center/Meeting Room – 1100 SF
- Storage for Training/EOC/Meeting Room – 110 SF

Command and Clerical Staff Area

- Record Clerk/Reception Area – 300 SF
- Records Storage – 160 SF
- Office – 150 SF
- Deputy Chief's Office – 180 SF
- Chief's Restroom – 90 SF
- Chief's Office – 240 SF
- Common Work Area/Copy Space- 550 SF
- Conference Room – 300 SF
- Storage Closet – 80 SF
- Server/Data Storage Room – 100 SF

Patrol/Area

- Two Sergeant Offices– 120 SF each
- Two Supervisor Offices - 100 SF each
- Patrol Work Station Area – 500 SF
- General Storage – 130 SF
- Janitorial Closet – 75 SF

Investigation Area

- Investigation Work Room/Office – 175 SF
- Three Interview Rooms – 80 SF each
- Investigation Sergeant Office – 110 SF

Evidence/Training/Miscellaneous

- Evidence Processing Area / Officer Side– 150 SF
- Evidence Tech Office –110 SF
- Evidence Storage – 1000 SF
- Flex Space for future offices – 300 SF
- Uniform Storage – 120 SF
- Training Lieutenant – 110 SF
- Gym/PT Area – 750 SF
- Two locker room/shower areas (male and female) – 200 SF each
- Staff toilets (male and female) – 210 SF each
- Kitchen/Dining room/Breakroom for staff – 400 SF
- Weapon clearing area (connected to Armory) – 40 SF
- Armory/Cleaning Station – 150 SF
- Mechanical Room – 225 SF
- Electrical Room – 110 SF
- Hallways/Interior Corridors – approximately +800 SF (*will depend on design*).
 - *The design should include a climate controlled attached sallyport/vehicle storage with room for at least 4 vehicles and storage/equipment rooms.*

The design should include a climate controlled attached sallyport/vehicle storage with room for at least 4 vehicles and storage/equipment rooms.

The following items should also be included in the design/build process.

- A NFPA 13-R Compliant Sprinkler System for entire station
- Emergency Generator for entire station
- Electronic key card access
- Comprehensive security camera solution

Building Exterior Description:

- The station will be a one story metal building with low/no maintenance finishes in any combination of painted metal, split face block, masonry board, brick or stone veneer.
- Exterior design shall blend with residential neighborhoods.
- Should include two separate asphalt parking lots:
 - Rehab/Expansion of current lot for the general public and visitors.
 - Secured lot for Staff with secure electronic entry/exit.
- Parking spaces should be maximized as much as feasible but should include no fewer than 25 spaces in public parking lot.
- Secured parking area should also include space for impounded/seized vehicles and police department fleet vehicles, fencing must be included for the entire rear lot area/secured parking and must be asphalted, graveled or a combination.
- All open ground will be graded with topsoil and seeded with grass.
- The Contractor will include asphalt, sidewalks/pathways, landscaping, outdoor lighting, signage, flagpoles, etc. in building design.

Notes:

- It is the intent for this station to be low maintenance and last the City for a minimum of 30 years.
 - Water, sewer, gas and power lines are all available at site.
 - Building Design and Budget should include all Fixtures, Features and Equipment.
 - The successful respondent must have/obtain a Walhalla Business License.
 - No traffic signaling devices will be included.

Scope of Services

1. The successful firm shall perform or provide any and all professional related services including architectural; interior design; planning; structural; mechanical; civil; electrical services; and any consultations, presentations or related services incidental thereto necessary to obtain all construction related permits. Respondent represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a professional. Respondent will comply with the regulations, laws, ordinances and requirements of all governmental impact applicable to assigned project.
2. The successful firm will provide a colored rendering that is, at a minimum, 24"x36" in size of the proposed Police Station to the City for approval.
3. The successful firm will prepare a design/build schedule to meet the needs and expectations of the City.
4. Provide complete plans and specifications sealed by registered architect and engineers.

Proposal Submission Requirements

1. Letter of Transmittal, identifying contact person, firm name, address, telephone number, and e-mail address(es).
2. The firm's qualifications and experience with this type of work (include project team's resumes).
3. A comprehensive description of the team's approach to the design/build project including transition from design to construction.
4. Detailed information regarding the team's experience with at least four (4) Police Stations that meet SCLEA and/or CLEA standards, including project descriptions and photographs.
5. References for work of a similar scope, including at least five (5) owner references.
6. An estimate of the time required to complete the scope of services described above;
7. A method to demonstrate the firm's ability to work within a tight project budget.
8. Cost proposal which includes detailed fees for all design services and a detailed price for the construction portion, including any necessary testing (soil and structural).

Firms are requested to submit five (5) bound copies of the proposal and one (1) digital copy in PDF format.

Due to time limitations of the Selection Committee Members, proposals should be limited to twenty-five (25) single-sided pages.

Include a table of context for easy identification of the proposal (cover, back cover and table of context do not count toward the 25-page limit).

All materials submitted shall become property of the City of Walhalla.

All questions pertaining to this RFP must be submitted in writing by e-mailing trice@walhallapd.org no later than 5:00 p.m. (EST) on February 7, 2025. Only written questions will be considered formal.

Evaluation Criteria and Selection Procedure

The City will form a selection committee to review the proposals, conduct interviews with the highest-ranking firm(s) if necessary and to recommend a selection to City Council.

1. Phase 1 – Written Proposal Evaluation

Each proposal will be evaluated and ranked based on the following criteria:

Criteria Percentage

- A. Previous Experience with similar projects 35%
- B. Proposed Approach to Project 10%
- C. Proposed Schedule/Time of Completion 15%
- D. Project Manager, Design Team and Construction Team Experience with Similar Work (References) 25%
- E. Cost of the Project 15%

Each of the criteria (A-E) will be given a rating by each member of the selection committee. The stated percentages will be applied to the total score of each criterion to get the final evaluation score.

Based upon the evaluation results, the selection committee may request an on-site interview/presentation with the highest-ranking firms.

2. Phase 2 – Interview Evaluation (if the City decides to hold interviews)

Based on the interview evaluation results, negotiations will be initiated with the firm selected by the City. If an agreement cannot be made with that firm, negotiations will be initiated with the next firm and so forth. Upon successful contract negotiation, the committee will recommend one (1) firm to the City Council.

The City shall have sole discretion in evaluating qualifications. The City reserves the right to select the qualifications that it may determine to be in the best interest of the City. The City also reserves the right to reject any and all qualifications, including that of the selected firm if satisfactory contract negotiations cannot be concluded.

****The City of Walhalla pays SC Sales Taxes in the amount of 7%. However, the City is exempt from Federal Excise Taxes and will issue exemption certificates, if requested. INCLUDE ALL APPLICABLE TAXES IN YOUR LUMP-SUM PROPOSAL COSTS.**

General Terms and Conditions

1) RECEIPT AND OPENING OF SEALED PROPOSALS:

- a. Sealed proposals will be received and opened as specified in this RFP document.
- b. The City will consider as non-responsive any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all proposals. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered.

2) PREPARATION OF PROPOSAL:

- a. All proposals will be evaluated in accordance with the responsiveness to same determined in accordance to the instructions and criteria in this document. Any proposal not providing sufficient information and documentation to comply with the RFP Evaluation requirements will be considered non-responsive and removed from further consideration.
- b. A proposal shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- c. All information shall be typewritten.
- d. Five (5) bound copies and one (1) electronic copy (pdf format) of each proposal must be submitted in a sealed envelope. The submitted responder is required to have printed on the envelope or wrapping containing their proposal: responder business name and address and the proposal title. If forwarded by mail, the sealed envelope containing the proposal must be enclosed in the outer envelope. The City shall not be responsible for unidentified proposals.
- e. Responders mailing their proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. The City is not responsible for proposals delayed by mail and/or delivery services of any nature. It is the responder's sole responsibility to ensure that all documents are received by person (or office) at the time indicated in the proposal document. No facsimile or email submissions will be accepted.
- f. Responders must clearly mark as "Confidential" each part of their offer which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the City or his agents for its determination in this regard.
- g. Each responder shall acknowledge receipt of all addenda by its submission of a proposal. It shall be each responder's responsibility to assure that all addenda have been received. Addenda, if any, will be posted on the RFP/Bid page of the City's website. No claim for failure to receive addenda will be considered.

3) RESPONDER QUALIFICATIONS:

To be acceptable to the City, responders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no proposal will be considered from any responder who is unable to show that he has actually performed considerable work of similar character to that on which he is responding.

4) EXECUTION OF CONTRACT:

The responder to whom an award is made shall deliver to the City a Certificate of Insurance, listing the City of Walhalla as additional insured, prior to execution of the contract.

5) TERM OF CONTRACT AND CONTRACT DOCUMENTS:

a. The contract documents that will form the contract shall include:

- The Complete Request for Proposals
- All Addenda
- The Successful Responder's Submitted Proposal Document
- Notice of Award (Verbal or Written)
- Executed Contract
- Insurance Certification

b. Proposals submitted must be in a form suitable for incorporation, verbatim, into the contract.

c. No written contract may be assigned, sublet, or transferred without the written consent of the City Administrator.

6) INSURANCE:

The successful responder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the responder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted within ten (10) days after the City has provided a verbal notice of award and such coverage shall be maintained by the Responder for the duration of the contract period.

- a. General Liability- Coverage shall be broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit
\$1,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

- b. Automobile Liability - Coverage sufficient to cover all vehicles owned, used, or hired by the Responder, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

c. Workers' Compensation - Limits as required by the Workers' Compensation Act of SC, Employers Liability, \$1,000,000.

d. Owners' and Contractors' Protective Liability (if applicable) - Policy will be in name of City. Minimum limits required are \$1,000,000.

e. Professional Liability (if applicable) -Minimum limits are \$1,000,000 per occurrence.

f. Coverage Provisions - All deductibles or self-insured retention shall appear on the certificate.

- The City of Walhalla shall be listed as additional insured. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- The responder's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
- Shall provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- All coverage for subcontractors of the responder shall be subject to all of the requirements stated herein.
- All deductibles or self-insured retention shall appear on the certificate and shall be subject to approval by the City. At the option of the City, either the insurer shall reduce or eliminate the deductible or self-insured retention; or the responder shall be required to procure a bond guaranteeing payment of losses and related claims expense.
- Failure to comply with any reporting provisions of the policy shall not affect coverage provided the City, its officers/officials, agents, employees and volunteers.
- The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission, or condition of premises which the parties may be held liable by reason of negligence.
- The responder shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certified coverage must be attached.

7) RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:

The City reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the proposal received from the successful responder (if applicable).

8) LAW AND REGULATIONS:

The responder's attention is directed to the fact that all applicable Federal, State and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

9) METHOD OF AWARD:

- a. Contracts will be awarded to the responder whose proposal appears to serve the best interest of the City. The successful responder will be determined as prescribed herein this document.
- b. The City reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appears in its sole judgment to be in the best interests of the City, or to waive any and all technicalities and informalities in determining the action of each proposal.

10) OBLIGATION OF RESPONDER:

At the time of the opening of proposals, each responder will be presumed to have inspected the site, if applicable, and to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any responder to examine any form, instruction or document shall in no way relieve any responder from any obligation in respect to this RFP.

Vendor Agreements

1) STATEMENT OF RIGHTS

The City reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the City. The City also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the City.

2) GENERAL TERMS

Each responder by submitting a response to the City as a result of this RFP, agrees to and acknowledges its acceptance of and agreement with the procedures outlined below and the terms, conditions and requirements of the applicable the City RFP document. Agreement is evident by the submission of a response to the City. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by the City, the offer of the firm in question will be void and the City will procure the goods/services in question from other eligible vendors.

3) SPECIFIC TERMS:

- a. Any deviation from specifications in the proposal solicitation must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful responder will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this proposal shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.
- b. Any attempt by a vendor to influence the opinion of the City staff, or City Council, by discussion, promotion, advertising or any procedure to promote their offer, will constitute grounds to judge such an offer non-responsive. All offers presented to the City will be evaluated based on the current City Code and the offer as presented to the City on the date/time specified in the given solicitation.
- c. The City reserves the right to make inspections of the manner and means the service is performed or the goods are supplied.
- d. All vendors are informed that the City Administrator may exercise the City's option to extend the contract and/or purchase order under the provisions of City Code should such extension be mutually agreeable between the City and the selected vendor.
- e. The Responder agrees to secure at Responder's own expense all personnel necessary

to carry out Responder's obligations under this Proposal. Such personnel shall not be deemed to be employees of the City nor shall they or any of them have or is deemed to have any direct contractual relationship with the City. The City shall not be responsible for withholding taxes with respect to the Responder's compensation hereunder. Responder shall not hold himself out as an employee of the City, and shall have no power or authority to bind or obligate the City in any manner, except City shall make payment to Responder for services as herein provided. Responder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Responder shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. State or Federal governments, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The City shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Responder or his employees, agents, and servants by reason of this contract.

f. The responder will act in an independent capacity and not as officers or employees of the City. The vendor shall indemnify, defend and hold harmless the City, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents, or employees.

g. The successful vendor shall indemnify and hold harmless the City, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.

h. It is the responsibility of the prospective responder to review the entire request for proposals packet and to notify the City Administrator's Office if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or responding procedures must be received by the City Administrator's Office not less than five (5) days prior to the time set for proposal opening. These requirements also apply to specifications or instructions that are ambiguous.

i. Should any vendor fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, the City may terminate this contract, in whole or in part, and may consider such failure or non-compliance a breach/default of contract. The City reserves the right to purchase any/all items or service in default on the open market. By submittal of a response, all vendors agree to this provision. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.

j. The City may terminate this agreement with or without cause at any time. In the event of termination by either party, uncontested fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.

k. Submit five (5) bound copies and one (1) digital copy of your response.

l. All submittals become the property of the City.

m. All proposals (and supporting documents) will be retained by the City for a period of one hundred twenty (120) days from the date the proposals are opened. After the opening hour commences.

n. S.C. LAW CLAUSE: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or

licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Payment Bond Requirement

A Payment Bond must be submitted to the City by the successful responder ("Contractor") once it has been awarded the contract. Payment Bonds encompass the prime Contractor's obligation to pay subcontractor and others for material and labor used in the project. A Payment Bond guarantees that the Contractor will pay certain bills for labor and materials (including those from subcontractors and suppliers), which are associated with the subject contract. The Payment Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

For all contracts submitted with costs exceeding thirty thousand dollars (\$30,000.00), a Payment Bond in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the City. Failure to satisfy this Payment Bond requirement will result in the Contractor being considered nonresponsive and possibly removed from consideration for award of future City contracts. Payment Bond guaranty options are discussed below.

PAYMENT BOND GUARANTY OPTIONS:

For all contracts submitted with costs exceeding thirty thousand dollars (\$30,000.00), a Payment Bond guaranty in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the City. This Payment Bond requirement can be satisfied utilizing one of the two options below:

(1) Option A:

The Contractor with the executed contract must submit a Payment Bond in the required amount discussed above and executed by a corporate surety licensed under the laws of this state. Contractors not meeting this requirement must furnish an alternative Payment Bond Guaranty as discussed in Option B below.

(2) Option B:

For all Contractors not meeting the criteria of "Option A" above, a deposit in the amount of eighty percent (80%) of the contract price must be submitted by the Contractor with the proposed contract to the City. This deposit shall take the form of a certified check, or a cashier's check deposited with the City. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** Failure of the Contractor to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of this deposit.

One of the above requirements must be met and submitted by the successful Contractor with its proposed contract to the City. Failure to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of the Payment Bond guaranty.

Performance Bond Requirement

A Performance Bond must be submitted to the City by the successful responder ("Contractor") once it has been awarded the contract. The Performance Bond insures that the project will be completed even if the prime Contractor defaults or abandons the project. A Performance Bond guarantees contract performance by the Contractor, according to the contract specifications, terms and conditions. The Performance Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

For all contracts submitted with costs exceeding thirty thousand dollars (\$30,000.00), a Performance Bond in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the City. Failure to satisfy this Performance Bond requirement will result in the Contractor being considered nonresponsive and possibly removed from consideration for award of future City contracts. Performance Bond guaranty options are discussed below.

PERFORMANCE BOND GUARANTY OPTIONS:

For all contracts submitted with costs exceeding thirty thousand dollars (\$30,000.00), a Performance Bond Guaranty in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the City. This Performance Bond guaranty requirement can be satisfied utilizing one of the two options below:

(1) Option A:

The Contractor with the executed contract must submit a Performance Bond in the required amount discussed above and executed by a corporate surety licensed under the laws of this state. Contractors not meeting this requirement must furnish an alternative Performance Bond Guaranty as discussed in Option B below.

(2) Option B:

For all Contractors not meeting the criteria of "Option A" above, a deposit in the amount of eighty percent (80%) of the contract price must be submitted by the Contractor with the proposed contract to the City. This deposit shall take the form of a certified check, or a cashier's check deposited with the City. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** Failure of the Contractor to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of this deposit.

One of the above requirements must be met and submitted by the successful Contractor with its proposed contract to the City. Failure to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of the Performance Bond Guaranty.

APPENDIX A

Property Plat of Location

Site includes parcel ID 500-20-05-018 and 500-20-05-019 totaling 2.75 acres +/- . The existing structure shall remain and will be converted into other office space for use by the City of Walhalla.

