

**THE CITY OF MOBILE
MOBILE, ALABAMA**



**PROJECT MANUAL
FOR
SERVICE CONTRACT – JANITORIAL SERVICES
GULFQUEST MARITIME MUSEUM**

SC-028-19

City of Mobile, Alabama
Building Services Department
P. O. Box 1827
Mobile, AL 36633-1827
(251) 208-7454

August 21, 2019

Bid Date: September 4, 2019

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INVITATION TO BID

You are invited to submit a sealed bid for the following Service Contract:

PROJECT NAME: SERVICE CONTRACT – JANITORIAL SERVICES

PROJECT LOCATION: GULFQUEST MARITIME MUSEUM
155 SOUTH WATER STREET, MOBILE, AL 36602

PROJECT NUMBER: SC-028-19

All as described in the Specifications (Documents) prepared by the City of Mobile, Building Services Department.

1. BID DATE:

- A. Sealed formal Proposals of a stipulated sum (fixed price) will be received and clocked in until **2:00 P.M., Wednesday, September 4, 2019**, in the office of the City Clerk, Government Plaza, 205 Government St., Mobile, Alabama, South Tower, Ninth Floor, Room 908
- B. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.
- C. Bids will be publicly opened and read at 2:30 P.M. in the Building Services Conference Room, Government Plaza, 205 Government St., Mobile, Alabama, South Tower, Fifth floor, Room 558.

2. BID DOCUMENTS AND SPECIFICATIONS:

- A. The Project Manual, including all Bid Documents and Specifications, may be obtained from the City of Mobile, Department of Building Services, Government Plaza, 205 Government St., Mobile, Alabama, South Tower, fifth floor, or the City of Mobile's website: www.cityofmobile.org/bids. No deposit will be required.

3. BID SECURITY: (Required only if Total Bid is \$10,000 or more)

- A. Cashier's Check drawn on an Alabama bank and made payable to the City of Mobile or Bid Bond in the amount of 5% of the Bid Amount but in no event more than \$10,000, is required to accompany bid.
- B. Bid Bond shall be valid for a minimum of 60 days from the date of the Bid.

4. MANDATORY PRE-BID CONFERENCE

- A. There will be a Mandatory Pre-Bid Conference held on **Wednesday, August 28, 2019 at 10:00am** in the main entrance of GulfQuest Maritime Museum, 155 South Water Street, Mobile, AL 36602. Only bidders that attend will receive Addendums and may submit a bid.

5. IRREGULARITIES AND REJECTION:

- A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

END OF SECTION

INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS:

1. BIDDING DOCUMENTS:

- A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Building Services as listed in the Invitation to Bid.
- B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:

- A. Bidders shall carefully study and compare the Bidding Documents and compare the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Service Contract Administrator errors, inconsistencies or ambiguities discovered.
- B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Service Contract Administrator at least three (3) calendar days prior to the date for receipt of Bids.
- C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

3. BIDDING PROCEDURES:

- A. No Bid will be considered unless made out and submitted on the Bid Form as set forth herein.
- B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- C. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- D. All requested Unit Prices and Allowances shall be bid and the Schedule of Values completely filled in.
- E. Addenda issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. BID SECURITY:

- A. Cashier's Check drawn on an Alabama bank and made payable to the City of Mobile or Bid bond in the amount of 5% of the initial term (one year's) Bid Amount, but in no case more than \$10,000, is required to accompany Bid if Total Bid is \$10,000 or more. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance, the

amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until sixty (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama and must be signed or countersigned by a licensed resident agent of the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- D. Power of Attorney is required for all Bonds.

5. EXAMINATION OF DOCUMENTS AND SITE OF THE WORK:

- A. Before submitting a Bid, Bidders should carefully examine the Specifications, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

6. SUBMISSION OF BIDS:

- A. Bid, Bid Security and other supporting data as specified shall be submitted in a sealed, opaque envelope, approximately 9" x 12" or larger and shall be marked on the outside with the words, "***Sealed Bid for SERVICE CONTRACT – JANITORIAL SERVICES – GULFQUEST MARITIME MUSEUM***" along with the Building Services Department's project number, the Bid Date, and Service Contractor's name, address, and City of Mobile license number.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

- A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.
- B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

- C. It is the intent of the City to award a Contract to the lowest responsible and responsive Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available
- D. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City’s judgment, is in the City’s best interest. The City also reserves the right to reject a Bidder who has previously failed to perform properly or complete work in a timely manner; complete contracts of a similar nature; or a Bidder who is not, in the judgement of the City, in a position to perform the contract.
- E. The award shall be based on the lowest Total Base Bid as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

- A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

10. SIGNING OF CONTRACT:

- A. The Standard Service Contract Between City of Mobile and Service Contractor included herein shall serve as the Agreement between the City and Service Contractor.
- B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Service Contract Administrator, the following items with the signed Agreement:
 1. Certificate of Insurance (original), along with all required endorsements
 2. Evidence of enrollment in the E-Verify program.
 3. Evidence of enrollment in the City of Mobile’s Vendor Self Service (VSS) <https://mobileselfservice.tylertech.com/Vendors/default.aspx>
 4. Other documentation as required by the Contract Documents.
- C. Failure or refusal to sign the Agreement or to provide the Bond, Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Bond or Bid Check.

11. SOCIALLY AND ECONOMICALLY DISADVANTAGED EMPLOYMENT:

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

12. AMERICANS WITH DISABILITIES ACT (ADA):

- A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

- A. Section 39-3-1, Alabama Code, 1975, provides that the Service Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Service Contractor shall result in the assessment of liquidated damages in an amount not less than \$500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) SERVICE CONTRACTORS:

- A. Preference to Resident Service Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Service Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.
- B. Certificate of Authority: All non-resident (out of State) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

15. LOCAL PREFERENCE AWARDS

- A. The City of Mobile awards contracts to the lowest responsible bidders in competitive bidding processes prescribed by Alabama law. Section 41-16-50 of Alabama Code allows the City to establish competitive bid preferences for local businesses and certain other types of Alabama businesses. Here's how these preferences work:
- 1) The Competitive Bid Law applies to the expenditure of funds for labor, services, work, for the purchase of personal property with a value of \$15,000 or more, and for the lease of personal property where the terms of the lease require payment of \$15,000 or more.
 - 2) State law authorizes local preferences for acquisitions under the Competitive Bid Law. Local preferences do not apply to contracts for improvements to public property under the Public Works Law.
 - 3) Resident Responsible Bidders- The City may award a bid to a responsible bidder with a place of business within the City or its police jurisdiction if the bid is no more than 5% more than the lowest responsible bidder. The City may apply the 5% preference when the apparent lowest responsible bidder is located anywhere outside the City or its police jurisdiction.
 - 4) Foreign Entities- A foreign entity is a business that does not have a place of business within the State.
 - 5) Preference for Resident Responsible Bidders against Foreign Entities- The City may award a bid to a responsible bidder with a place of business within the city or its police jurisdiction if the bid is not more than 10% more than the

apparent lowest responsible bid submitted by a Foreign Entity.

- 6) Preference for Disadvantaged Businesses- The City may award a bid to a “qualifying” responsible bidder with a place of business anywhere in the State if the bid is not more than 10% more than the apparent lowest responsible bid from a Foreign Entity. For purposes of this preference, a “qualifying” responsible bidder is: (1) a woman-owned enterprise; (2) an enterprise of small business, as defined in Section 25-10-3; (3) a minority owned business enterprise; (4) a veteran-owned business enterprise; or (5) a disadvantaged-owned business enterprise.

B. Summary of Preferences:

Local business has a 5% price preference over a lowest bidder that has a place of business in Alabama but not local to the City. Local business has a 10% price preference over a lowest bidder that does not have a place of business anywhere in Alabama. A small, woman-owned; minority-owned; veteran-owned; or disadvantaged owned business, that has a place of business in Alabama, has a 10% preference over a lowest bidder that does not have a place of business in Alabama.

C. City Discretion:

The City has the sole discretion whether to apply these preferences to a particular bid award, and to determine whether a responsible bidder meets the preference categories described above.

D. “Place of Business”:

The City considers a “place of business” to be a specific location actually occupied, either continually or on a regular basis, by the owner or someone in the owner’s employment. It should be a place where the public can engage in commercial transactions, or regular, routine operations are conducted by employees in furtherance of the business enterprise. An occasional use or occupation of a place for business purposes is not sufficient to constitute a place of business. Mere unimproved pieces of property used simply for storage, or locations that serve purposes primarily other than that single entity’s “place of business,” such as an individual’s home or residence, or an agent’s or attorney’s office who may represent multiple parties out of that specific location, do not qualify as a “place of business” for these purposes.

“Owned” means 51% or greater active ownership by a person or persons of the designated preference category.

E. Questions to be answered by all vendors (regardless of whether intending to claim a preference):

- 1) Do you operate a place of business within the City of Mobile or the City’s police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.
- 2) If you do not have a place of business within the City or the City’s police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.
- 3) Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any

evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

16. ALABAMA IMMIGRATION ACT

- A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Service Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Service Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City.

17. ANTI-BOYCOTT STATEMENT

- A. Public contracts with entities engaging in certain boycott activities:
(a), Per State of Alabama Code, Section 41-16-5 (b), (Act No. 2016-312), subject to subsection (c), a governmental entity may not enter into a contract governed by Title 39 or Chapter 16, Title 41, with a business entity unless the contract includes a representation that the business entity is not currently engaged in, and an agreement that the business entity will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- B. (c) (1) This section does not apply if a business fails to meet the requirements of subsection (b) but offers to provide the goods or services for at least 20 percent less than the lowest certifying business entity.
- C. This section does not apply to contracts with a total potential value of less than fifteen thousand dollars (\$15,000).
- D. Nothing in this section requires a business entity or individual to do business with any other particular business entity or individual in order to enter into a contract with a governmental entity.

18. CITY OF MOBILE BUSINESS LICENSE

- A. City of Mobile Business License is required and must be current at time of bidding.

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – JANITORIAL SERVICES

PROJECT LOCATION: 155 SOUTH WATER STREET, MOBILE, AL 36602

PROJECT NO.: SC-028-19

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated August 21, 2019; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY

NAME: _____

ADDRESS: _____ **PHONE** _____

CITY OF MOBILE BUSINESS LICENSE NUMBER: _____

CITY OF MOBILE VENDOR NUMBER: _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

- (Check one) (A Corporation)
 (A Partnership)
 (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the initial year at the rates listed in Year 3, Unit Prices, for a period not to exceed Sixty (60) calendar days.

BID – A specified in section 01000 – Scope of Work

Year 1 – Initial Term: \$ _____ .00 per month x 12 months = \$ _____ .00

Year 2 – 1st Additional Term: \$ _____ .00 per month x 12 months = \$ _____ .00

Year 3 – 2nd Additional Term: \$ _____ .00 per month x 12 months = \$ _____ .00

Total: \$ _____ .00

Total Bid Amount: _____
(Amount in Words)

_____ and 00/100 Dollars (\$ _____ .00)
(Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

UNIT PRICES – for Additional Services as specified in Section 01000 – Scope of Work:

	Year 1 / sq. ft.	Year2 / sq. ft.	Year3 / sq. ft.
Additional Floor Cleaning – Terrazzo Flooring Area	\$	\$	\$
Additional Vinyl/VCT Flooring Areas	\$	\$	\$
Additional Porcelain Tiles Areas	\$	\$	\$
Additional Ceramic Tiles Areas	\$	\$	\$
Additional Concrete Flooring (with Epoxy Coatings) Areas	\$	\$	\$
Additional Carpet Areas	\$	\$	\$
Optional Deep Cleaning of The Galley Kitchen and 3 rd Floor Catering Kitchen	\$	\$	\$

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday):

Year 1: \$_____ per hour; Year 2: \$_____ per hour; Year 3: \$_____per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):

Year 1: \$_____ per hour; Year 2: \$_____ per hour; Year 3: \$_____per hour

C. Overtime Holidays (City Holidays):

Year 1: \$_____ per hour; Year 2: \$_____ per hour; Year 3: \$_____per hour

Parts/Material: Service Contractor’s direct cost plus Fifteen (15%) percent.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

1. BID INCLUDES:

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: _____

Company Address: _____

Telephone: _____ Email: _____

Type of Work: _____

Date(s): _____

B. Reference #2:

Company Name: _____

Company Address: _____

Telephone: _____ Email: _____

Type of Work: _____

Date(s): _____

C. Reference #3:

Company Name: _____

Company Address: _____

Telephone: _____ Email: _____

Type of Work: _____

Date(s): _____

Remainder of Page Intentionally Left Blank

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: _____
(Typed)

TITLE _____
(Typed)

DATE _____, 20 ____

Sworn to and subscribed before me this _____ day of 20 ____

Notary Public
END OF SECTION

**STANDARD SERVICE CONTRACT AGREEMENT BETWEEN
CITY OF MOBILE AND SERVICE CONTRACTOR**

This **AGREEMENT** made and entered into this _____ day of _____, in the year 20____,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**:

City of Mobile License Number: _____

City of Mobile Vendor Number: _____

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – JANITORIAL SERVICES

PROJECT LOCATION: GULFQUEST MARITIME MUSEUM
155 SOUTH WATER STREET
MOBILE, AL 36602

PROJECT NUMBER: SC-028-19

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide janitorial services at various City of Mobile locations, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the initial year at the rates listed in Section 3.2, Year 3, Unit Prices, for a period not to exceed Sixty (60) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the Term of the Contract and each of the Two (2) additional terms, subject to additions and deductions provided herein, in current funds, the sum as follows:

Year 1 – Initial Term: \$ _____ .00 per month x 12 months = \$ _____ .00
 Year 2 – 1st Additional Term: \$ _____ .00 per month x 12 months = \$ _____ .00
 Year 3 – 2nd Additional Term: \$ _____ .00 per month x 12 months = \$ _____ .00
 Total: \$ _____ .00

Total Contract Amount: _____
(Amount in Words)
 _____ and 00/100 Dollars (\$ _____ .00)
(Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

3.2 Unit Prices:

	Year 1 / sq. ft.	Year2 / sq. ft.	Year3 / sq. ft.
Additional Floor Cleaning – Terrazzo Flooring Area	\$	\$	\$
Additional Vinyl/VCT Flooring Areas	\$	\$	\$
Additional Porcelain Tiles Areas	\$	\$	\$
Additional Ceramic Tiles Areas	\$	\$	\$
Additional Concrete Flooring (with Epoxy Coatings) Areas	\$	\$	\$
Additional Carpet Areas	\$	\$	\$
Optional Deep Cleaning of The Galley Kitchen and 3 rd Floor Catering Kitchen	\$	\$	\$

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

- A. Regular Time (8am to 5pm, Monday through Friday): \$_____ per hour.
- B. Overtime (5pm to 8am, Monday through Friday, and Weekends): \$_____ per hour
- C. Overtime Holidays (City Holidays): \$_____ per hour

Parts/Material: Service Contractor’s direct cost plus Fifteen (15%) percent.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made on a monthly basis, for completed work as specified.
- B. Original invoices shall be delivered to the Service Contract Administrator for review and approval

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor’s Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

- 1. General Conditions, dated August 21, 2019 9 pages
- 2. Bid Form, dated _____ 5 pages
- 3. Specifications, dated August 21, 2019
Section 01000 – Scope of Work 5 pages
- 4. Exhibit A – Room Finish Schedule 2 pages
- 5. Exhibit B – Floor Plans 11 pages
- 6. This Instrument (Agreement) 7 pages
- 7. Certificates of Insurance with endorsements and E-Verify Documentation

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and

qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

- A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.
 - 1. Bodily injury liability:
 - \$1,000,000 each person
 - \$1,000,000 each occurrence
 - 2. Property damage liability - \$1,000,000 each occurrence.
 - 3. Or, in lieu of (1) and (2) above:
 - Bodily injury and property damage combined –\$1,000,000 per occurrence
 - 4. General Aggregate limit shall apply on a “Per Project” Basis.

- B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.
 - 1. Bodily injury liability:
 - \$1,000,000 each person
 - \$1,000,000 each occurrence
 - 2. Property damage liability - \$1,000,000 each occurrence.
 - 3. Or, in lieu of (1) and (2) above:
 - Bodily injury and property damage combined – \$1,000,000 per occurrence

- C. Excess/Umbrella Liability insurance
 - 1. \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
 - 2. Providing following form coverage for Employer’s Liability, Comprehensive General Liability and Automotive Liability.

- D. Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor’s covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 State of Alabama Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

8.10 Public Contracts with Entities Engaging in Certain Boycott Activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Remainder of Page Intentionally Left Blank

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:

SERVICE CONTRACTOR:

CITY OF MOBILE

Signature

Signature

William. S. Stimpson
Mayor, City of Mobile

Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

ATTEST:

City Clerk

Signature

Brad Christensen, Director
Real Estate Asset Management

Printed Name and Title

END OF SECTION



Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

SAMPLE



Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

END OF SECTION

INSURANCE REQUIREMENTS

City of Mobile Insurance Requirements Contractor

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

- A. Workers' Compensation/Employer's Liability:
1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
 2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
 3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.
- B. Comprehensive General Liability Insurance:
1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
 2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
 3. General Aggregate Limit shall apply on a "Per Project" Basis.
- C. Automobile Liability Insurance:
1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
- D. Excess/Umbrella Liability Insurance
1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the “Description of Operations” box on the Certificate of Liability Insurance or listed **separately** on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General - Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement is attached for Consultant’s reference.

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. The Contract Documents:** The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. The Work:** The term “Work” means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor’s obligations.
- D. The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor’s Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A.** The “Owner” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner’s designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term “Service Contractor” means the Service Contractor or the Service Contractor’s authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor’s technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

- J.** The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K.** The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.
- L.** To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- M.** Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. CONTRACT SUM: The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. METHOD OF PAYMENT: The City shall pay the Service Contractor on the account of the Contract as follows:

- 1) Payments shall be made on a monthly basis, for completed work as specified.
- 2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
- 3) Payments shall be made in accordance with the accepted Contract Sum Amount listed in the Contract Documents.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- 1) employees on the Work and other persons who may be affected thereby;
- 2) the Work and materials and equipment to be incorporated therein;
- 3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor’s discretion, to prevent threatened damage, injury or loss.

8. **INSURANCE:**

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor’s operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1) Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor’s employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor’s employees;
- 4) Claims for damages insured by usual personal injury liability coverage;
- 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 7) Claims for bodily injury or property damage arising out of completed operations; and
- 8) Claims involving contractual liability insurance applicable to the Service Contractor’s obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
 Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
 The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
b) Property Damage	\$1,000,000 each occurrence
c) Or Bodily Injury	\$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service

Contractor's Direct Operations.

- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employees exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | |
|-------------------------|-----------------------------------|
| a) Bodily Injury | \$1,000,000 each person |
| | \$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury and | \$1,000,000 combined single limit |
| | Property Damage |

4) Excess/Umbrella Liability:

- a) \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the

State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

- E.** The insurance required by Section 2. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F.** The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

- A.** The Contract shall be governed by the laws of the State of Alabama.
- B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C.** No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- E.** No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F.** Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G.** Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

- H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.
- I. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. **TERMINATION OR SUSPENSION OF THE CONTRACT:**

- A. The Owner may terminate the Contract for cause if the Service Contractor
 - 1) fails to perform service in a satisfactory manner; or
 - 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. **CLAIMS AND DISPUTES**

- A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor

- arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

SECTION 01000 – SCOPE OF WORK
August 21, 2019

Scope of Work: The Work shall include providing ALL labor, materials, tools, equipment, and supplies necessary to clean the interior portion of the GulfQuest Maritime Museum in accordance with Contract requirements and the following:

General Requirements:

1. Coordinate all work days and times, facility access, and other conditions for cleaning with the Facility Manager, providing adequate advance notice.
2. Service Contractor shall furnish experienced personnel to perform the specified work and shall allow sufficient time to properly perform and complete all janitorial services during scheduled cleaning days and times.
3. Service Contractor shall properly supervise janitorial staff to ensure that all work is performed satisfactorily in accordance with Contract requirements.
4. Service Contractor employees shall be properly screened and trained in the tasks they will be performing prior to beginning work.
5. While on duty, Service Contractor's employees shall be neat in appearance and wear or have proper identification on their persons. Service Contractor employees shall be required to wear company uniforms with shirts tucked in, and non-slip, closed toe, black shoes.
6. Service Contractor's employees shall not use telephones, radios, televisions or other electronic devices while on duty.
7. Service Contractor's employees shall turn on lights only while cleaning and only in the area being cleaned. All lights (except those designated by the facility manager) shall be turned off when cleaning is complete.
8. Service Contractor's employees shall use all means necessary to protect floors, walls, Exhibits, and furnishings from damage caused by Service Contractor equipment and cleaning materials.
9. If Service Contractor causes damages to any portion of the facility during the course of work, Service Contractor shall immediately notify the Facility Manager and shall have all repairs or replacements made at no cost to the Owner.
10. Service Contractor will coordinate time, building access and other conditions necessary for cleaning with the Facility Manager.
11. Whenever chemicals or cleaning solutions are required, apply in the concentration and quantity as recommended by the manufacturer in accordance with all applicable codes. All areas shall be properly and thoroughly prepared to receive chemicals and cleaning solutions. Service Contractor must provide updated Material Safety Data Sheets (MSDS) for all chemicals and cleaning products used at the building.
12. In the event of discrepancies, immediately notify the Facility Manager. Do not proceed with cleaning until all discrepancies have been fully resolved.
13. All areas shall be cleaned during times and on days designated in the Contract.
14. Invoices will not be approved for payment if one or more areas are not adequately cleaned in accordance with Contract requirements. For areas not in compliance with Contract standards, the Service Contractor shall provide additional cleaning as required by Facility Manager.

15. Service Contractor's employees shall not disturb papers or other items on desks, tables, chairs, or other furniture. Papers or other items left on floor shall be placed on adjacent desks or tables before cleaning.
16. All surfaces designated for cleaning shall be dusted with clean cloths, dusters, brushes, etc. Any surface with fingerprints, dirt, markings, etc. shall be cleaned with a clean damp cloth and the appropriate cleanser.
17. All telephones shall be cleaned and sanitized with clean cloths and disinfectant for bacteria, germs and odor.
18. Service Contractor will perform a daily walk about the exterior of the building to pick up trash from the parking lot, exterior of the building, and empty the exterior garbage cans.
19. All drinking fountains, toilet fixtures (including toilets, urinals, lavatories, and sinks), toilet accessories (including soap, paper towel, toilet paper, and napkin dispensers, handicap grab bars, changing stations and other), toilet partitions, cabinets and counters, service sinks, and other surfaces, fixtures etc. Shall be cleaned, sanitized and disinfected with the appropriate cleanser standardized in the industry.
20. Remove fingerprints, spots, dirt, etc. from furniture, doors, frames, etc. with a clean damp cloth and cleanser standardized in the industry. No streaks or stains shall remain.
21. Clean all interior glass and mirrors with a glass cleaner standardized in the industry.
22. All non-carpeted flooring shall be mopped clean with clean water and the appropriate cleanser standardized in the industry for that type of flooring. Floors shall be polished to maintain protective coating. Floors shall be stripped, cleaned, refinished and machine polished semi-annually. Appropriate sealer shall be used on concrete floors.
23. Carpet shall be thoroughly vacuumed daily in all areas. All paper, visible dirt, stains, debris or other materials, shall be removed. Move and return all light furniture and vacuum up to, under and around heavier furniture.
24. Carpet shall be shampooed quarterly, or more frequently as needed. High power vacuum clean loose grit and soil and pre-treat carpet prior to shampooing. Carpet shall be shampooed using rotary discs and non-soiling shampoo to penetrate into fibers. Clean with absorption disc. Use shampoo that is compatible with carpet and as recommended by the shampoo manufacturer. Rinse and extract using high performance extraction equipment. Vacuum carpet the day after shampooing. Deodorize carpet with specified chemical agent to control odors.

Specific Requirements

1. Rooms/areas to be cleaned along with respective floor finishes are listed on the Room Finish Schedule (attached as Exhibit A). Note that the Floor Area figures listed in the schedule are approximate. Bidders shall verify all figures and floor finishes before submitting a quote.
2. Cleaning Days: Cleaning shall occur on Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday. Specific days for individual areas shall be as specified below, see Exhibit B – Floor Plans:
 - a. Level 0 (Basement – Restroom only) - One (1) day a week, on Sunday
 - b. Level 1 and 1A (Exhibit Area) – Six (6) days a week, on Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday.

- c. Level 2 and 2A (Exhibit Area) – Six (6) days a week, on Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday.
 - d. Level 3 and 3A (Exhibit Area) – Six (6) days a week, on Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday.
 - e. Level 4 – Two (2) days a week, on Thursday and Sunday.
 - f. Level 5 – Two (2) days a week, on Thursday and Sunday.
3. Cleaning hours: All cleaning shall take place between the hours of 7 A.M. to 4 P.M.
 4. All cleaning supplies to be furnished by Owner.
 5. All cleaning materials, tools and equipment necessary to perform janitorial services shall be furnished by the Service Contractor.
 6. Prior to beginning work, Service Contractor shall provide the Facility Manager with a list of all Service Contractor personnel assigned to the GulfQuest facility. Service Contractor shall provide an updated list when there are any changes in personnel assigned to this facility.
 7. Cleaning of exhibits is specifically excluded from this contract. When working around or adjacent to exhibits, Service Contractor personnel shall use extreme caution to avoid damage

Cleaning Schedule

1. Daily:
 - a. Restrooms – Clean lavatories, faucets and countertops; wipe down soap, paper towel, toilet paper, trash and napkin dispensers and trash receptacles; clean mirrors; flush, clean and sanitize toilets and urinals (including flush valves) and grab bars; wipe down toilet partitions and doors, spot clean ceramic tile walls as required; restock soap, paper towel and toilet paper dispensers; clean and sanitize drinking fountains.
 - b. Breakrooms/School Lunch Room – Clean sinks, faucets, countertops and cabinets.
 - c. Rotunda – clean interior surfaces (only) of all glass including all glass doors and sidelights and glass partition at Café.
 - d. Pre-Show Exhibit Area – clean glass at east and west exhibit cases.
 - e. Administrative Offices – Clean interior and exterior surfaces of glass door and partition at entry.
 - f. Floors – Sweep/vacuum and mop all vinyl composition tile, ceramic tile, terrazzo, wood, and other hard surface flooring; thoroughly clean/sanitize and mop all spills or accidents; thoroughly vacuum all carpet.
 - g. Glass – clean glass
 - h. General - empty trash receptacles and transport to trash cans on exterior of building,
2. Monthly:
 - a. Dust all horizontal surfaces, including furniture, shelves, picture frames, outlets, wood base and moldings, edges, etc.; remove dust and cobwebs from HVAC vents and diffusers; vacuum fabric furniture. Spot clean or shampoo carpet as needed with a low-moisture foam system; buff terrazzo flooring.
3. Quarterly:
 - a. Vinyl Composition Tile - Top scrub and refinish with 2 coats of wax.

- 4. Semi-Annually:
 - a. Vinyl Composition Tile - Strip and refinish with 4 coats of wax.
 - b. Carpet - Spot clean or shampoo carpet as needed with a low-moisture foam system.
- 5. Annual:
 - a. Terrazzo – Clean and restore to include stripping and applying four coats of finish.

3M (TM) Easy Shine Applicator Kit, 1/case
Scotchgard (TM) Floor Protector App Pad, Blue, 18 in, 2/bag, 5 Bags/case
Needed to apply the product. One each.
Scotchgard (TM) Stone Floor Protector, 1 Gallon Bag, 2/case
Need 4 cases to cover 4,000 sq feet.
3M (TM) Tan Burnish Pad 3400, 20in, 5/case
Need two cases to burnish the floor after installation of Stone Protector
Scotch-Brite (TM) Purple Diamond Floor Pad Plus, 20 in, 5/case
Need two cases to polish terrazzo floor.

The products listed above are provided as a basis to establish a level of quality. Equal products will be considered only if a written request for substitution is received and approved by the City of Mobile, at least 72 hours prior to the time and date set for receipts of bids.

Refer to Exhibit A – Floor Finish Schedule and Exhibit B – Floor Plans.

Additional Services:

- 1. At Owner’s request, additional floor cleaning may be requested during the term of this to include, (see Exhibit A – Room Finish Schedule):
 - a. Terrazo Flooring
 - b. Vinyl and VCT Flooring
 - c. Porcelain Tiles
 - d. Ceramic Tiles
 - e. Concrete Flooring (with Epoxy Coatings)
 - f. Carpet
- 2. At Owner’s request, a quarterly “deep cleaning” of The Galley kitchen and the 3rd floor catering kitchen to include, but not limited to:
 - a. Clean and Sanitize

- i. Countertops and Hard Surfaces
- ii. Appliances and Equipment
 - 1. Fryers
 - 2. Ovens and Ranges
 - 3. Burners, Flattops and Cooktops
 - 4. Grills
 - 5. Refrigeration Units
 - 6. Exterior and Interior of Exhaust Hood
- iii. Sinks
- iv. Doors, Hardware, and other Touchpoints
- b. Clean
 - i. Floors, Walls, and Ceiling
 - ii. Storage Areas

END OF SECTION

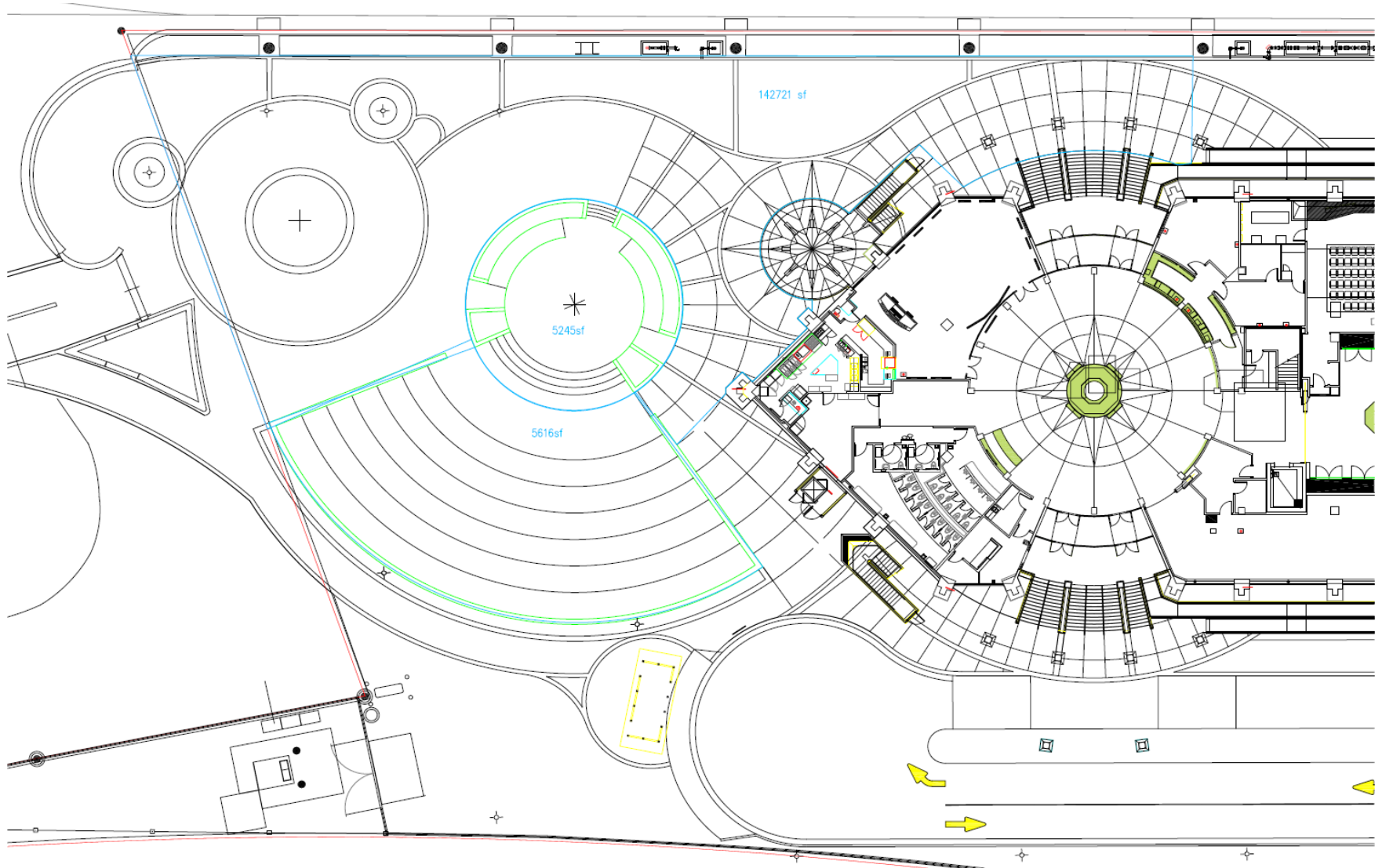
Exhibit A - GulfQuest Room Finish Schedule

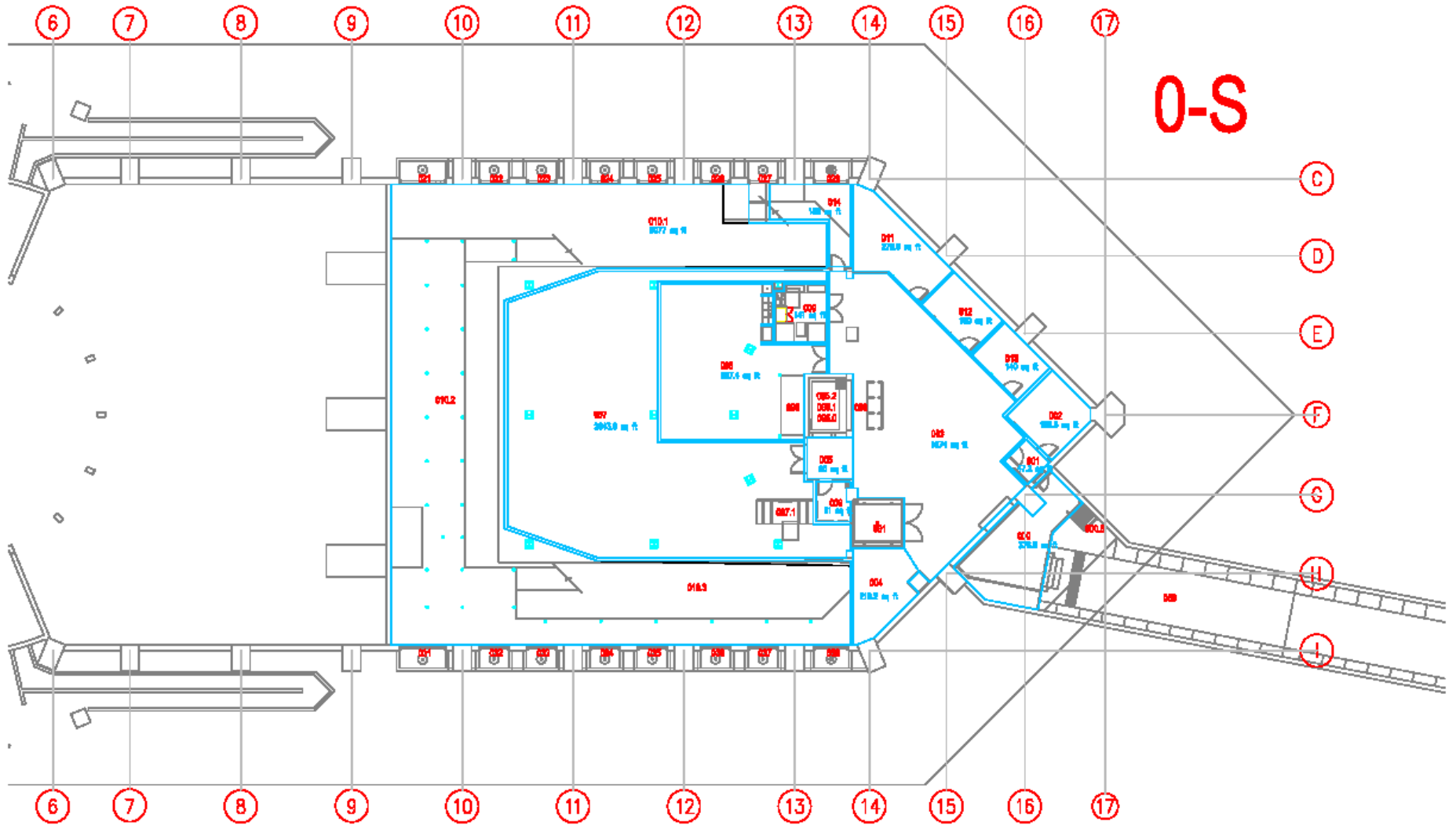
Floor	Room #	Room Type	Room Name	Approximate Floor Area (SF)	Terrazo	VCT	Carpet	Porcelain	Wood	Concrete (Epoxy Paint)	Ceramic Tile	Concrete	Vinyl
0	006	Restroom	Staff Restroom	61						Y			
1	100	Circulation	West Vestibule	216			Y						
1	101	Circulation	Rotunda	3322	Y								
1	101.1	Circulation	Vestibule	33	Y								
1	102	Office	Security Office	200			Y						
1	104	Visitor Services	First Aid	79		Y							
1	105	Circulation	Corridor	192	Y								
1	106	Circulation	Restroom Vestibule	103	Y								
1	107	Restroom	Family	54							Y		
1	108	Restroom	Mens	294							Y		
1	109	Restroom	Womens	379							Y		
1	110	Restroom	Family	54							Y		
1	114	Visitor Services	The Galley	NA									
1	113	Visitor Services	Vending	61	Y								
1	115	Circulation	East Vestibule	216			Y						
1	116	Circulation	Stairs	80	Y								
1	117	Storage	Strollers / Wheelchairs	87			Y						
1	118	Visitor Services	Admissions	262			Y						
1	119	Office	Ferry Office	341			Y						
1	120	Office	Visitor Services	244			Y						
1	121	Office	Visitor Services Manager	93			Y						
1	122	Workroom	Count Room	36			Y						
1	123	Circulation	Elevator Lobby	386	Y								
1	124	Exhibits	Shores of the Gulf	1132					Y				
1	125	Circulation	Theater Exit Vestibule	68			Y						
1	126	Circulation	Theater - Entry Vestibule	100			Y						
1	127	Exhibits	Frontier Ocean Theater	1361			Y			Y			
1	133	Exhibits	Dockside	1221						Y			
1	134	Exhibits	Welcome Aboard	115									Y
1	135	Exhibits	Traveling Exhibit Lower	2927			Y						
1	133.1	Circulation	Elevator Lobby	302			Y						
1	136	Exhibits	Traveling Exhibit	4523			Y						
1	192	Circulation	Stair	NA									Y
1	194	Circulation	Stair	NA									Y
1	196	Ramps	Ramps - Interior - West	6000			Y						
1	197	Ramps	Ramps - Interior - East	6000			Y						
2	200	Circulation	West Lobby	513			Y						
2	201	Circulation	Rotunda	1684			Y						
2	203	Workroom	GQ Breakroom	325		Y							
2	204	Office	GQ Office	2920			Y						
2	205	MEP	MEP-N2-205	166						Y			
2	206	Office	GQ Office	400			Y						
2	207	Circulation	East Lobby	513		Y							
2	208	Visitor Services	GulfQuest Boardroom	659		Y							
2	209	Restroom	Womens	263							Y		
2	210	Office	Director	259		Y							
2	211	Office	Administrative Assistant	291		Y							
2	212	Circulation	Corridor	151		Y							
2	213	Restroom	Staff Restroom/shower	81							Y		
2	215	Workroom	Staff Breakroom	481		Y							
2	216	Circulation	Corridor	317			Y						
2	217	Storage	Finance/HR-Closet	23			Y						
2	218	Office	Finance/HR	165			Y						
2	219	Office	Development	150			Y						
2	221	Office	Accounting	112			Y						
2	222	Office	Graphic Artist	201			Y						
2	223	Office	PR-Marketing	142			Y						
2	224	Workroom	Mail/Supplies	113			Y						
2	226	Office	Reception	191			Y						
2	227	Office	Conference	185			Y						
2	229	Circulation	Stairs to Ramp	128		Y							
2	230	Office	Education - Director/Assist	163		Y							

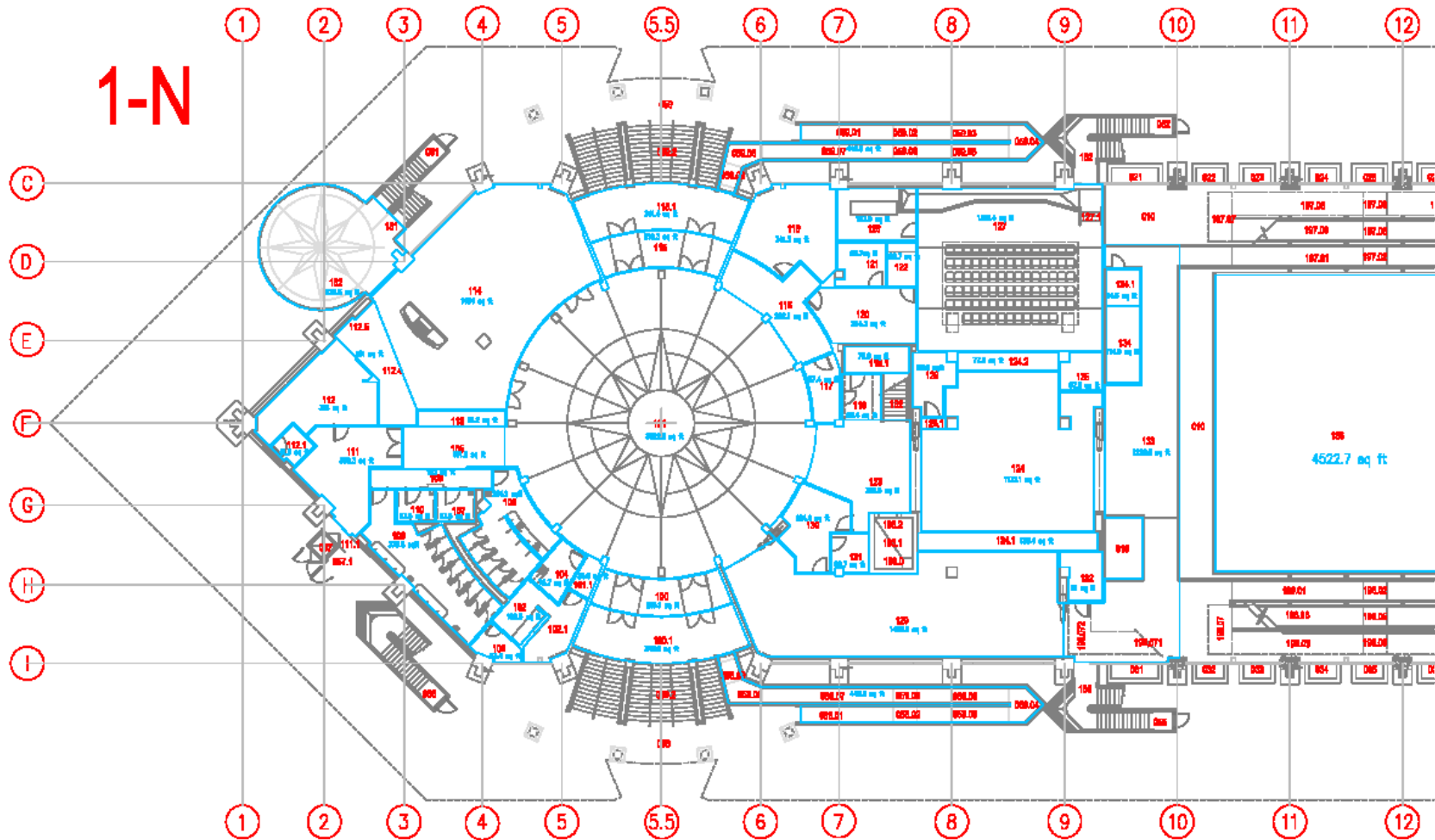
Exhibit A - GulfQuest Room Finish Schedule

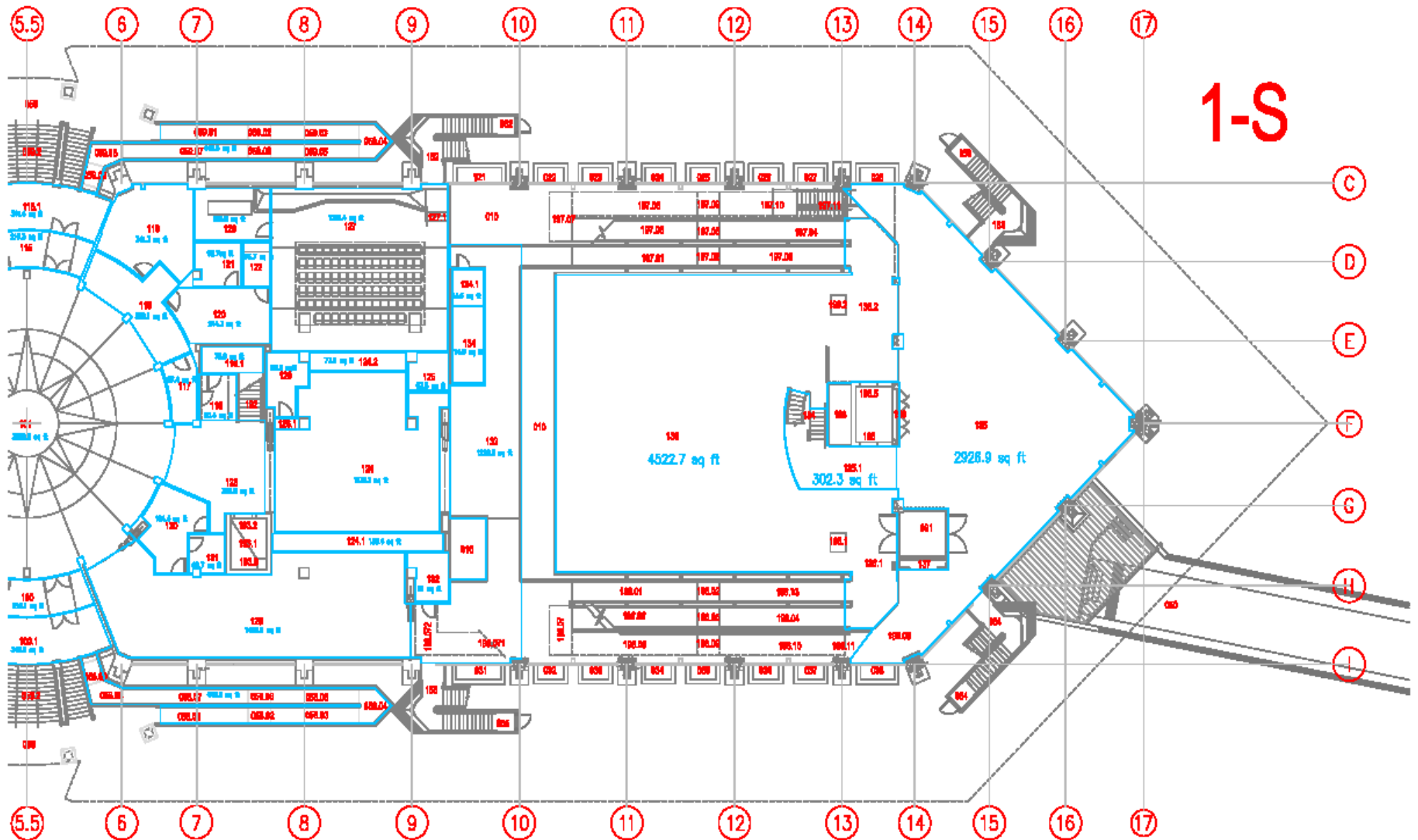
Floor	Room #	Room Type	Room Name	Approximate Floor Area (SF)	Terrazo	VCT	Carpet	Porcelain	Wood	Concrete (Epoxy Paint)	Ceramic Tile	Concrete	Vinyl
2	231	Workroom	Classroom Preparation	101		y							
2	232	Circulation	Elevator Lobby	538			y						
2	233	Restroom	Mens	236							y		
2	234	Visitor Services	Classroom 1	482		y							
2	235	Visitor Services	Classroom 2	365		y							
2	236	Circulation	Corridor	217		y							
2	237	Circulation	Passage Way	347			y						
2	238	Storage	Janitorial	87						y			
2	239	Exhibits	Exhibit Area	111									y
2	240	Exhibits	Exhibit Area	201								y	
2	241	Exhibits	Exhibit Area	2170			y						
2	241.1	Exhibits	Ocean Planet	581			y						
2	243	Circulation	Passage Way	271			y						
2	244	Restroom	Womens	241							y		
2	246	Restroom	Mens	230							y		
2	247	Exhibits	Exhibit Area	1925			y						
2	292	Circulation	Stair	NA									y
2	294	Circulation	Stair	NA									y
2	296	Ramps	Ramps - Interior - West	1500		y							
2	297	Ramps	Ramps - Interior - East	1500		y							
3	300	Circulation	West Lobby	824			y						
3	301	Circulation	Rotunda	1428			y						
3	303	Workroom	Catering Pantry	165		y							
3	304	Visitor Services	North Meeting Room	4237			y						
3	307	Circulation	East Lobby	837			y						
3	308	Office	Events Office	110			y						
3	309	Visitor Services	East Meeting Room	1733			y						
3	310	Restroom	Womens	262							y		
3	311	Circulation	Elevator Lobby	81			y						
3	314	Restroom	Mens	258							y		
3	315	Visitor Services	School Lunch Room	1765		y							
3	316	Visitor Services	Lunch Prep	76		y							
3	317	Storage	Janitorial	27		y							
3	318	Exhibits	Exhibit Area	690			y						
3	319	Circulation	Passage Way	385			y						
3	320	Exhibits	Exhibit Area	2725			y						
3	321	Circulation	Passage Way	341			y						
3	322	Exhibits	Exhibit Area	690			y						
3	323	Circulation	Passage Way	790			y						
3	323.1	Circulation	Passage Way	200			y						
3	324	Exhibits	WWII Theater	410									y
3	325	Exhibits	Exhibit Area	453			y						
3	327	Exhibits	Exhibit Area	256			y						
3	327.1	Exhibits	Exhibit Area	109					y				
3	328	Exhibits	Exhibit Area	597			y						
3	329	Exhibits	Exhibit Area	669			y						
3	330	Exhibits	Exhibit Area	609			y						
3	392	Circulation	Stair	NA									y
3	394	Circulation	Stair	NA									y
3	396	Ramps	Ramps - Interior - West	2000		y							
3	397	Ramps	Ramps - Interior - East	2000			y						
4	400	Circulation	Lobby	516								y	
4	401	Restroom	Mens	250								y	
4	402	Restroom	Womens	286								y	
4	404	Exhibits	Exhibit Area	190									y
4	405	Exhibits	Exhibit Area	1289			y						
4	405.1	Circulation	Passage Way	208			y						
4	405.2	Circulation	Passage Way	0			y						
4	494	Circulation	Stair	NA									y
5	500	Exhibits	Exhibit Area	311			y						
5	501	Exhibits	Exhibit Area	194			y						
5	504	Exhibits	Exhibit Area	356			y						
5	505	Exhibits	Exhibit Area	373			y						
5	506	Exhibits	Exhibit Area	298									y
5	508	Exhibits	Exhibit Area	312			y						
5	594	Circulation	Stair	NA									y

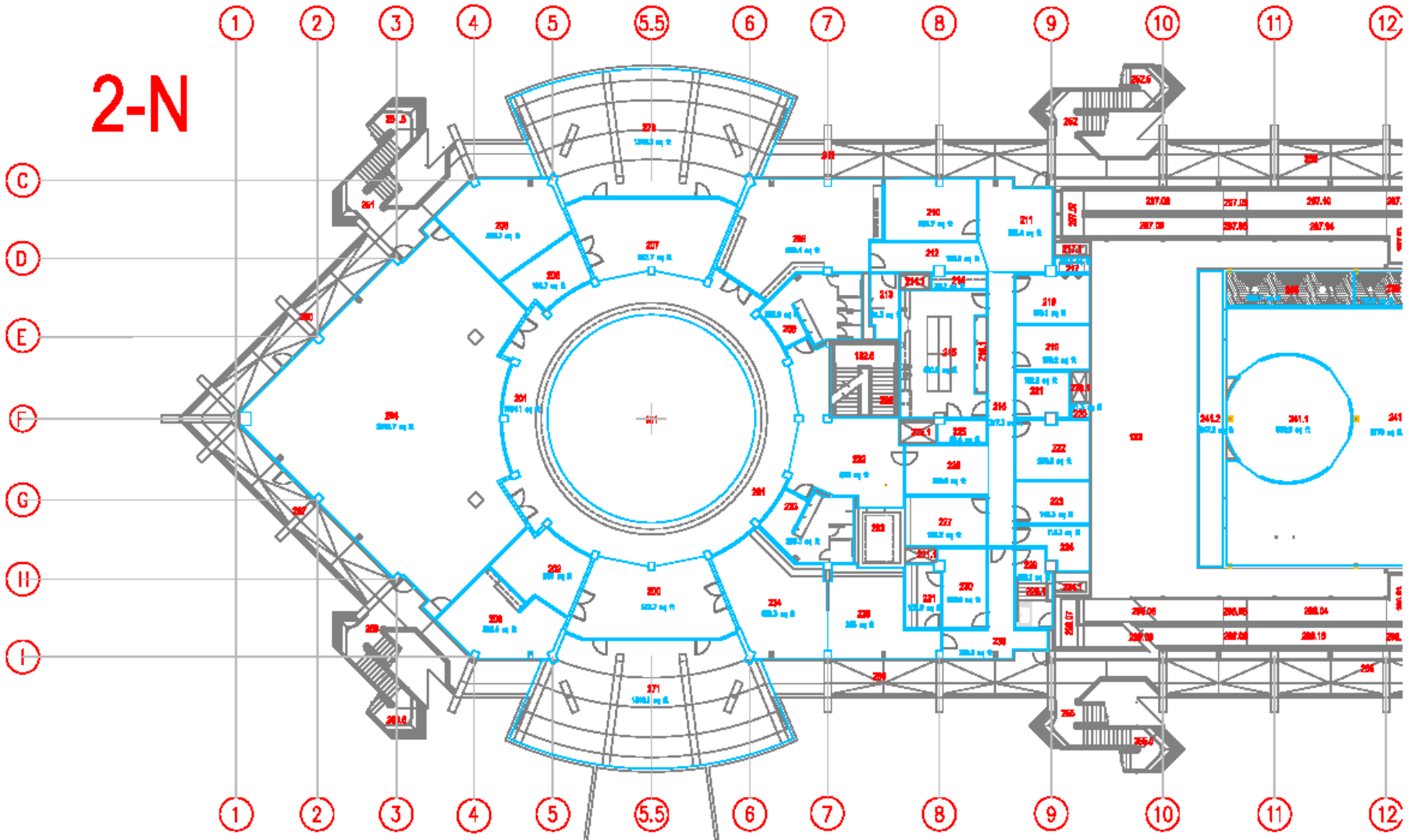
EXHIBIT B – FLOOR PLANS

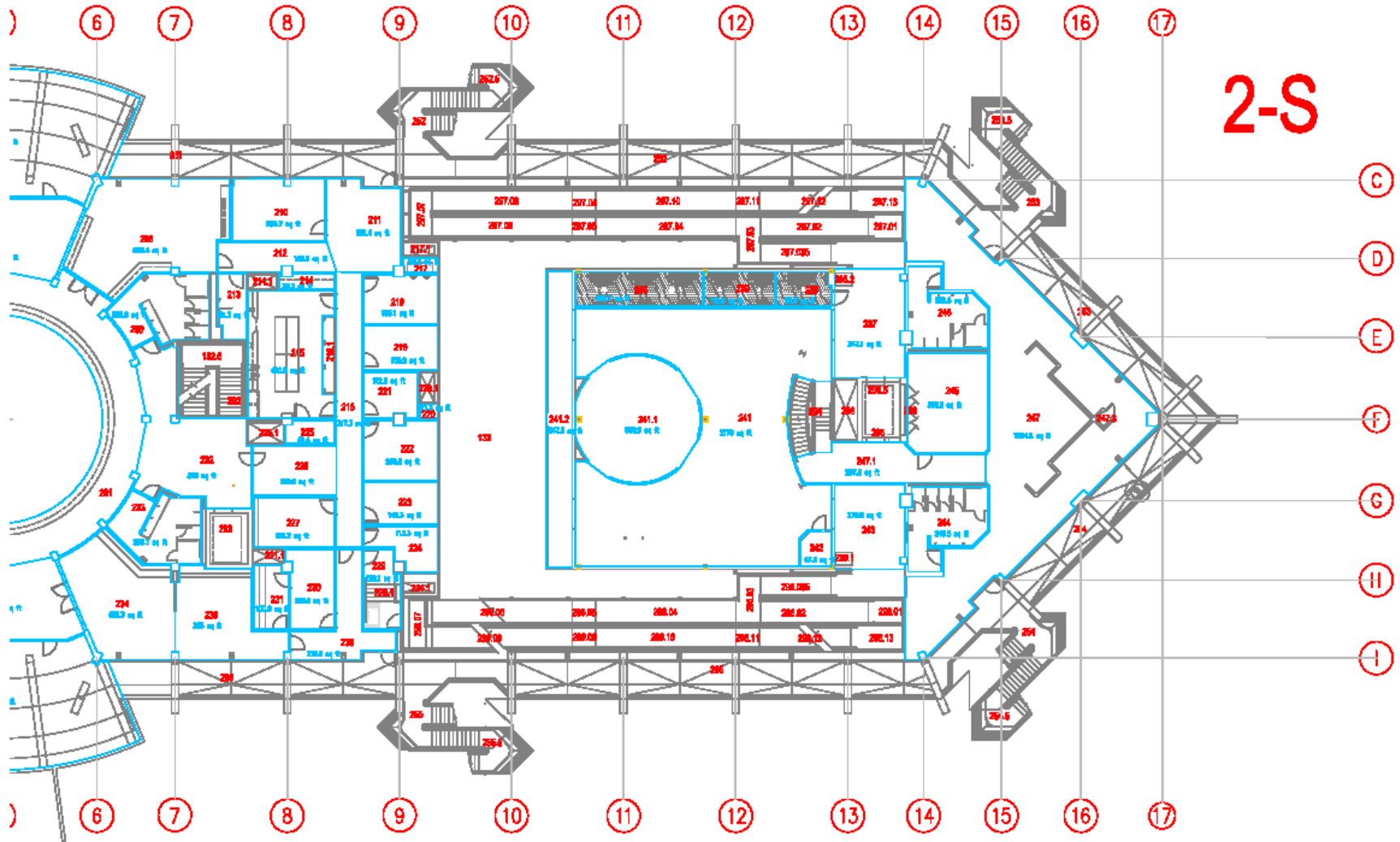


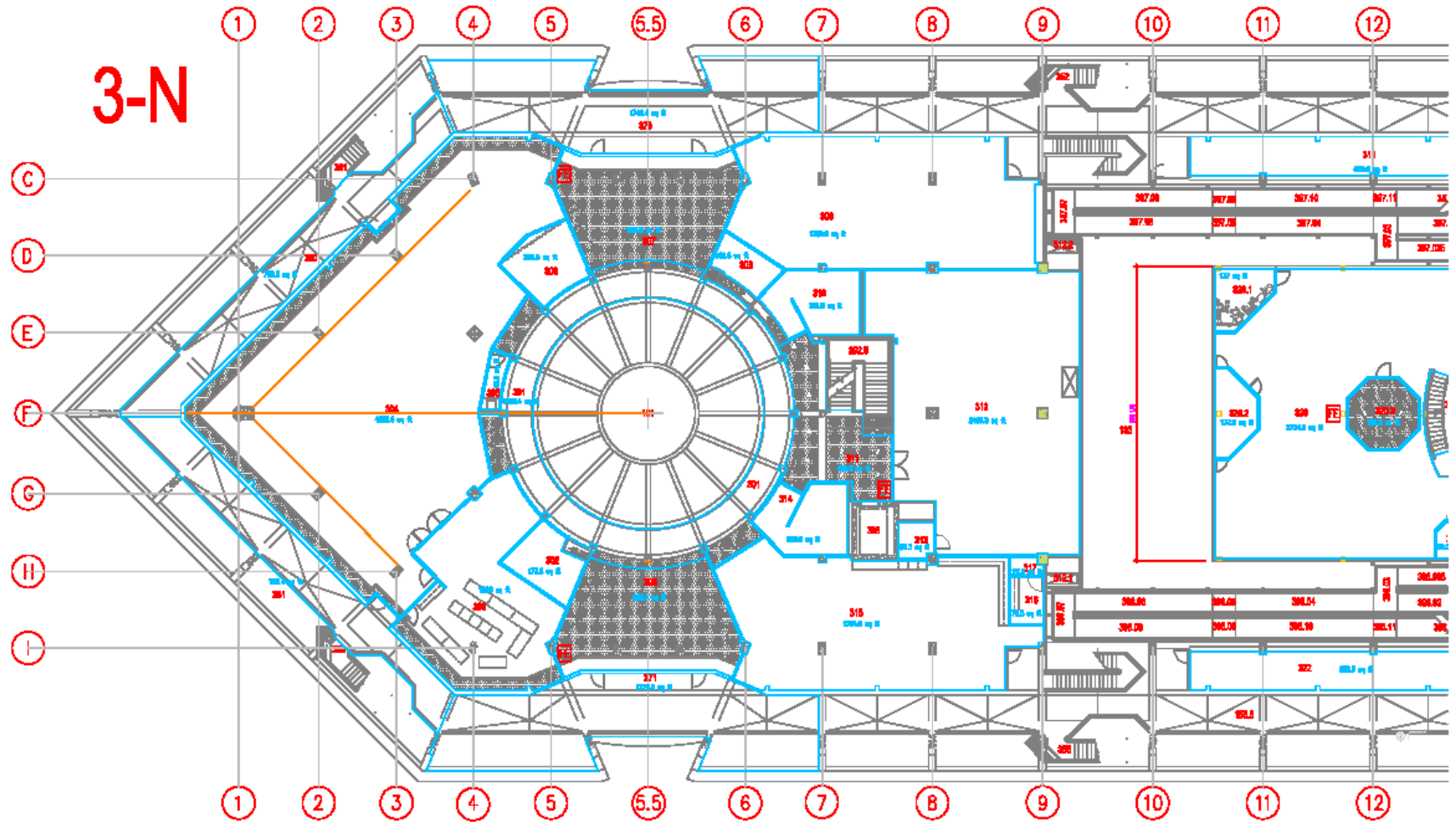












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