

AGREEMENT BIBLIOGRAPHY

Agreement With:	Graffiti Protective Coatings Inc.
Agreement Type:	Graffiti removal services
Date Approved:	09 24 2013
Start Date:	09 24 2013
End Date:	09 23 2015 (Option to extend 3 years to 09/23/2018)
Contract Amount:	\$254,560
Comments:	Public Works
Insurance Expiration:	06 15 2014
Date Archived:	Archived on 04/28/2014



**CITY OF GARDEN GROVE
OFFICE OF THE CITY CLERK**

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

Bruce A. Broadwater
Mayor

Dina Nguyen
Mayor Pro Tem

Steven R. Jones
Council Member

Christopher V. Phan
Council Member

Kris Beard
Council Member

October 2, 2013


Graffiti Protective Coatings Inc.
419 N. Larchmont #264
Los Angeles, CA 90004

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Graffiti Protective Coatings Inc., to provide materials, equipment, and labor for graffiti removal services at various locations in the City of Garden Grove.

This Agreement was approved by the City Council at their meeting held on September 24, 2013.

Sincerely,

Kathleen Bailor, CMC
City Clerk


By: Teresa Pomeroy, CMC
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works

GRAFFITI REMOVAL AGREEMENT

THIS AGREEMENT is made this 24th day of September, 2013, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Graffiti Protective Coatings, Inc.**, here in after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 8596-04 (July 27, 2004).
2. CITY desires to utilize the services of CONTRACTOR to **Furnish all Materials, Labor, Tools and Supplies to Perform Graffiti Abatement Maintenance Services at Various Locations in the City of Garden Grove.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of two (2) years from full execution of the agreement, with an option to extend said agreement for an additional three (3) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance Best and Final Offer (Attachment "B"). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Compensation under this agreement shall be in the Not To Exceed (NTE) amount of Two Hundred Fifty Four Thousand Five Hundred Sixty Dollars (\$254,560.00) plus the 15% contingency per year, for the first two years. All work shall be performed in accordance with RFP S-1120, which is incorporated herein by reference, and with attachment "A". An additional contingency of fifteen (15) percent, per year, for unforeseen graffiti costs, volume increase and maintenance issues is available at the sole discretion of the City Manager.

Option years shall be in the Not To Exceed (NTE) amount of \$127,280, per year plus the additional 15% contingency per year.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. As a prerequisite to payment, the Contractor shall submit by the thirtieth (30) day of each month an original invoice, on Contractor's letterhead giving the address of each completed job, the method of removal, the square footage and unit costs, and the totals. Separate invoicing may be requested for different locations due to the apprehension of individuals caught vandalizing walls or other property in the City. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on Best and Final Offer (Attachment "B").
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. ~~All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.~~
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount not less than of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount not less than \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be

acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the City.** ~~No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.~~
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

- a. (Contractor)
Graffiti Protective Coatings, Inc.
Attention: Carla Lenhoff, President
419 N. Larchmont Blvd. #264
Los Angeles, CA 90004

- b. (Address of City) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Prevailing Wages.** The CITY has been advised that the Prevailing Wages Law applies to the work. CONTRACTOR shall be responsible for CONTRACTOR's compliance in all respects with the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONTRACTOR.
17. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: 10-2-13

"CITY"
CITY OF GARDEN GROVE

By: Matthew Fintel
City Manager

ATTESTED:

Kathleen Baisley
City Clerk

Date: 10/2/2013

"CONTRACTOR"
Graffiti Protective Coatings, Inc.

By: Carla Lenhoff

Name: Carla Lenhoff

Title: President

Date: 09/09/2013

Tax ID No. 95-4348423

Contractor's License: 672447

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

James H. Eggert for
Garden Grove City Attorney

9-12-13
Date

ATTACHMENT "A"
RFP NO. S-1120

CITY OF GARDEN GROVE
PROVISIONS FOR CONTRACTUAL
WEEKEND AND HOLIDAY GRAFFITI REMOVAL

1.01 WORKING HOURS

Working hours shall be between 7:00 a.m. to 4:00 p.m. on Saturdays or Sundays, and on specified days, including holidays as needed. The CONTRACTOR shall respond to all graffiti telephone hotline requests received by 1 :00 p.m.

Note: the City reserves the right to increase or decrease the number of days for graffiti removal during the week at no additional increase in the unit bid prices.

1.02 METHODS OF REMOVAL

Methods of removal include painting over (matching existing painted surface), chemical remover, water-blasting, or other eradication procedures approved by the City. CONTRACTOR shall determine the most effective method of removal for each location.

The CONTRACTOR shall use paint that matches the color of the surface, which has been vandalized, as closely as possible. If that is not possible, CONTRACTOR shall use one of the four standard colors identified by the City. Plant life such as trees and large shrubs shall not be painted.

Graffiti shall be painted over and to one (1) foot horizontally beyond the graffiti. If there are fence posts and the posts are ten (10) feet or less between centers, the entire segment of the wall between the fence posts shall be painted. Generally, walls are six (6) feet in height and will be painted from ground level to the top of the wall. On walls over 6 feet in height, graffiti shall be painted over and the wall painted up to a height of six (6) feet or to cover all the graffiti, whichever is higher. If the wall has a capstone, the wall shall be painted to the bottom of the capstone. If the capstone has been graffitied, the capstone shall be painted over with a color that matches the existing color.

If the wall has been previously painted, and the graffiti to be abated is on the previously painted surface and the color is known, Contractor may paint out just the area with the graffiti.

1.03 MATERIAL, EQUIPMENT AND SUPPLIES

The CONTRACTOR shall provide, at his own expense, all equipment necessary to safely perform graffiti removal. This includes, if necessary, breathing apparatus and traffic control devices.

Additionally, CONTRACTOR is responsible for providing all paint used in the City's four standard colors and paint type (City currently uses Glidden stucco and

masonry). CONTRACTOR is also responsible for providing all graffiti removal chemicals and water-blasting equipment.

1.04 AUTHORIZATION FOR WORK

Authorization to remove graffiti on private property shall be checked by the CONTRACTOR on a list provided by the City, or if no release is already on file, CONTRACTOR must obtain a release from each property owner or tenant, or authorized agent. The CONTRACTOR shall provide the "Consent to Enter and Release of Liability" form, as provided by the City, to obtain this authorization prior to performing the work. Copies of all properly executed forms shall be submitted each week to the City.

1.05 EXECUTION OF WORK

Upon receipt of the executed "Consent to Enter and Release of Liability" form, the CONTRACTOR shall remove the subject graffiti. The work shall be performed in a prompt, thorough, lawful and workman like manner. CONTRACTOR is required to have and maintain a California State Contractors License Classification of **C-33, Painting and Decorating OR D-38, Sand and Water Blasting**. CONTRACTOR shall submit proof of a current license to the CITY upon submitting their RFP on the due date specified.

Work shall be completed in accordance with established industry guidelines, and also as directed by the Public Works Director or his designee.

1.06 COMPLETION, VERIFICATION AND APPROVAL OF WORK

The CONTRACTOR shall submit to the City a list of locations with pictures where graffiti has been removed. The list shall indicate the address of each work site, the number of square feet involved at each site and the cost estimate per work site. Refer to Attachment D for further details. A representative of the Public Works Agency shall verify the existence and removal of graffiti on the property sites as well as the cost of removal.

1.07 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The CONTRACTOR shall be responsible for the protection of all improvements adjacent to the work, such as sprinkler systems, drain pipes, lawns, plantings, brick work, masonry work, fences, walls, sidewalks, street paving. etc., located on either public or private property. If any improvements are removed or damaged, other than those designed for removal, then such improvements shall be replaced in kind at the CONTRACTOR'S expense.

1.08 TARGET ROADWAYS/NEIGHBORHOODS

The City hereby makes it known that it wishes to concentrate its resources for graffiti removal on arterial and collector roadways within the City limits. Additional areas where graffiti is present will be provided to the CONTRACTOR on a regular basis.

The CONTRACTOR will inspect these roadways for locations containing graffiti and if found, abate it. Following inspection and removal of graffiti from the main areas, the CONTRACTOR is to remove graffiti at locations within the residential neighborhoods. The CONTRACTOR will first abate those locations received from

the City's representative or through the graffiti hot-line number. After completing this, CONTRACTOR will continue inspecting and removing graffiti within the scope of the agreement.

"YES" GRAFFITI REMOVAL	"NO" GRAFFITI REMOVAL (UNLESS DIRECTED TO DO SO BY CITY STAFF)
GRAFFITI VIEWABLE FROM RIGHT OF WAY	TREES
WALLS (PAINT/WATER BLAST)	LIGHT STANDARDS
TRAFFIC LIGHT POLES/CONTROL BOXES/TELEPHONE POLES (CHEMICAL REMOVER/PAINT)	SECOND OR HIGHER STORIES OF STRUCTURES
SIDEWALKS (WATER BLAST ONLY)	LARGE AMOUNTS OF GRAFFITI ON COMMERCIAL PROPERTY
SIGNS/UTILITY BOXES (CHEMICAL REMOVER/PAINT)	

1.09 WORK BY CITY FORCES DUE TO NONCONFORMANCE OF CONTRACT

Should the CONTRACTOR fail to correct deficiencies or public nuisances that have been created because of his operation, then these will be considered to be an emergency nature and cause for the City to move in on the project to take corrective action. Such action will be done on a force account basis for any City related costs, including but not limited to time and materials.

1.10 COLOR COAT OF ALL WALLS FACING ARTERIAL/COLLECTOR STREETS

The City, may, at its choosing, instruct CONTRACTOR to color coat (paint one color) portions of walls facing arterial and collector streets. CONTRACTOR would be responsible for providing all paint, supplies, and materials related to the project.

1.11 IDENTIFICATION OF VEHICLES

All vehicles used as part of this agreement by CONTRACTOR shall have signage identifying them as "Under Contract to City of Garden Grove".

1.12 EMERGENCY/ON-CALL SERVICE FOR GARDEN GROVE POLICE DEPARTMENT

CONTRACTOR may be called out on an emergency basis by either Public Works or the Police department to remove graffiti on urgent basis. Calls of this type shall be handled within 12 to 24 hours of the call being placed. CONTRACTOR may also be requested to remove graffiti from private property in a routine, non-emergency matter at the request of the Police Department.

Calls from the Police Department may require separate invoicing.

1.13 ENVIRONMENTAL COMPLIANCE

CONTRACTOR is also responsible to be environmentally friendly and NPDES compliant. CONTRACTOR is to implement Best Management Practices (BMPs),

clean up all paint spills and keep all water used in waterblasting out of the storm drain system. CONTRACTOR'S staff assigned to Garden Grove will also complete the City's Annual Storm Water Pollution Prevention training.

1.14 CUSTOMER SERVICE

CONTRACTOR shall employ and use the highest customer service methods possible when interacting with residents while in the process of obtaining property release forms or removing graffiti from their property.

GRAFFITI REPORTING SPECIFICATIONS

Overview

JOB REPORTING WEB SERVICE

The contractor will provide the City with digital photographs and electronic data for every removal job within 48 hours. The contractor will upload the data in XML format to a web service running on a City server. The exact details and format of the XML web service will be determined by the City.

The City will also have access to any internal database systems or programs that are used by the selected contractor in relation to graffiti in Garden Grove at no additional cost.

The following information will be provided:

1. Contractor job number
2. Police report number (if applicable)
3. The cost of removal
4. The type of surface
5. Street number of location
6. Street name of location
7. Latitude of location
8. Longitude of location
9. Method of cleaning/removal
10. The name of the person reporting the graffiti (if applicable)
11. The phone number of the person reporting the graffiti (if applicable)
12. Date and time the request was made
13. Date and time the job was completed
14. A list of URLs providing photos for the job

**BEST AND FINAL OFFER
ATTACHMENT "B"**

RFP No. S-1120

**CITY OF GARDEN GROVE
PROVISIONS FOR CONTRACTUAL
WEEKEND AND HOLIDAY GRAFFITI REMOVAL**

THIS SECTION MUST BE COMPLETED AS OUTLINED BELOW AND RETURNED BY THE DEADLINE. PLEASE DO NOT CHANGE THE FORMAT OR ALTER THIS DOCUMENT IN ANY WAY!

The City provides the below numbers as estimated quantities only. Actual numbers could be much higher or lower than the quantities provided.

The undersigned, having carefully examined the Scope of Work for: Contractual Weekend and Holiday Graffiti Removal, Hereby Prose to furnish all labor, materials, equipment and transportation and do all the work required to complete work in accordance with the specifications and scope of work for the sum price of:

Note: THIS FORM MUST BE SUBMITTED. All specifications are to be inclusive within the pricing below:

RESPONSE

<u>Est. Annual Quantity</u>	<u>Type</u>	<u>Description</u>	<u>Rate (\$)</u>	<u>Total Cost (\$)</u>
4000	Paint	60 sq.ft. or less	<u>8.54</u> per site	<u>34,160.00</u>
1000	Paint	61 sq.ft. to 160 sq.ft.	<u>33.95</u> per site	<u>33,950.00</u>
1000	Paint	161 sq.ft. or more	<u>14.55</u> per site	<u>14,550.00</u>
1500		Graffiti/Stickers on Signs	<u>11.64</u> per sign	<u>17,460.00</u>
800	Water blast	50 sq.ft. or less	<u>19.40</u> per site	<u>15,520.00</u>
300	Water blast	51 sq.ft. to 150 sq.ft.	<u>19.40</u> per site	<u>5,820.00</u>
300	Water blast	151 sq.ft. or more	<u>19.40</u> per site	<u>5,820.00</u>
1	Paint	Color-coat sq ft Block wall	<u>0.18</u> per sq.ft.	<u>0.18</u>
		Emergency/After Normal Hours	<u>2.00</u> per sq.ft.	<u>2.00</u>

NOTE: Partial or Incomplete Bids WILL NOT be accepted and will be considered Non-Responsive! All lines must be completed in the unit of measure requested!



CERTIFICATE OF LIABILITY INSURANCE

GRAFF-2

OP ID: HU

DATE (MM/DD/YYYY)

09/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Brokers of Sacramento Inc. P. O. Box 619043 Lic #0H38004 Roseville, CA 95661-9043		Phone: 916-630-8643 Fax: 800-783-0083	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Graffiti Protective Coatings Inc 419 N. Larchmont Blvd #264 Los Angeles, CA 90004		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company <i>A, XIV</i> 35378 INSURER B: Companion Property & Casualty <i>A, VIII</i> 12157 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		13PKGWE00090	06/15/2013	06/15/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CPCA16611	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liab			13PKGWE00090	06/15/2013	06/15/2014	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Garden Grove, its officers, officials, employees, agents, and volunteers are included as an Additional Insured under Commercial General Liability policy per endorsements CG 20 10 07 04 & CG 20 37 07 04, subject to a written contract between the Named Insured and the Additional Insured. Endorsements attached.

CERTIFICATE HOLDER**CANCELLATION**

CITYOFG City of Garden Grove P.O. Box 3070 Garden Grove, CA 92842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The City of Garden Grove, its officers, officials, employees, agents, and volunteers	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Reviewed and approved as to insurance coverage and/or requirements
Heidi M. Jay
 Risk Management
 10-1-13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

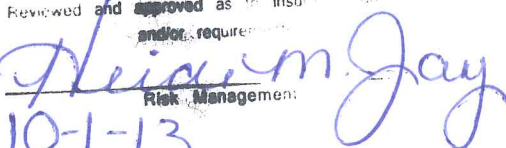
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Garden Grove, its officers, officials, employees, agents, and volunteers	N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Reviewed and approved as to insurance
and/or requirements

 Risk Management
 10-1-13



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

The City of Garden Grove, its officers, officials, employees, agents, and volunteers

As respects the above scheduled person(s) or organization(s), the following changes are made a part of this insurance:

1. Coverage available under this coverage part shall apply as primary insurance.
2. Any other insurance available to the above scheduled person(s) or organization(s) under any other third party liability policy shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.

It is further agreed that coverage provided by this endorsement for the entities identified by the above schedule shall not apply as respects any claim, loss or liability resulting from the sole negligence of the entities identified by the above schedule.

All other terms and conditions remain unchanged.

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
10-1-13

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
9-6-13

PRODUCER GARVIN INSURANCE <i>Michael Garvin</i> 18645 SHERMAN WAY SUITE 103 <i>Garvin LLC</i> RESEDA CA 91335 <i>@yahoo.com</i> 818-881-5127	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED GRAFFITI PROTECTIVE COATINGS INC 419 N. LARCHMONT BL. #264 LOS ANGELES, CA 90004	INSURERS AFFORDING COVERAGE (L) INSURER A: MERCURY CASUALTY COMPANY <i>A+, XIII</i> INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA042683	10/25/12	10/25/13	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATE-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 * 10 DAY FOR NONPAYMENT OF PREMIUM.**** THIS COVERAGE IS FOR THE BENEFIT OF OF THE CERTIFICATE HOLDER ONLY. CONTRACTORS INSURANCE COVERAGE SHALL BE PRIMARY INSURANCE AS RESPECTS CITY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS & VOLUNTEERS. THE CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS ARE ADDITIONAL INSURDS.

CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: A CITY OF GARDEN GROVE RISK MANAGEMENT P O BOX 3070 GARDEN GROVE, CA 92842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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ACORD 25-S (7/97)

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Reviewed and approved as to insurance and/or requirements.

Heidi M. Jay
 Risk Management
 10-1-13.



1700 Greenbriar Lane
Brea, CA 92821
(714) 255-5000

This endorsement forms part of the policy shown below, all other terms and conditions of this policy remain unchanged:

Policy No. BA042683

Effective date : 9/6/13

Named Insured: GRAFFITI PROTECTIVE COATINGS INC.

ADDITIONAL INSURED

THE CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES,
AGENTS, AND VOLUNTEERS

Reviewed and approved as to insurance language
and/or requirements.

Heidi Jay
Risk Management
10-1-13

AGREEMENT WITH GRAFFITI PROTECTIVE COATINGS, INC., FOR GRAFFITI ABATEMENT (F: 55-Graffiti Protective Coatings, Inc.)

It was moved by Council Member Nguyen, seconded by Council Member Jones that:

The Agreement with Graffiti Protective Coatings Inc., in the amount of \$636,400, with \$254,560 allocated for the first two years of the agreement, with three, one (1) year renewal options be approved; and

The City Manager be authorized to execute the agreement and make any minor modifications as appropriate; and

The City Manager be authorized to exercise each option year for FY 2014-15; FY 2015-16; and FY 2016-17, and sign the option year agreements should the City Manager deem it appropriate and necessary, and if funding has been budgeted for the services.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Broadwater, Jones, Nguyen, Phan
Noes: (0) None
Absent: (0) None

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal
Dept.: City Manager
Subject: APPROVAL OF AN AGREEMENT WITH GRAFFITI PROTECTIVE COATINGS, INC. FOR WEEKEND AND HOLIDAY GRAFFITI ABATEMENT SERVICES

From: William E. Murray
Dept.: Public Works
Date: September 24, 2013

OBJECTIVE

To receive City Council approval of an agreement with Graffiti Protective Coatings, Inc. for weekend and holiday graffiti abatement services.

BACKGROUND

The existing graffiti abatement agreement expires on October 13, 2013. To ensure continued service, a Request for Proposal (RFP) S-1120 was issued and advertised on May 22, 2013, and re-advertised on May 29, 2013. A mandatory pre-proposal meeting was held on June 5, 2013, with nine companies in attendance.

DISCUSSION

Three proposals were received and opened on June 24, 2013. The Source Selection Committee (SSC) reviewed and scored all proposals. One proposal was determined to be in the non-competitive range and was removed from further consideration. Meetings were conducted with the SSC and the two remaining companies that included a question and answer session.

COMPANY NAME	INITIAL SSC SCORES 07/22/13	FINAL SSC SCORES 08/23/13
Graffiti Protective Coatings, Inc.	2790	2820
Superior Property Services, Inc.	2400	2571
Woods Maintenance Services, Inc.	2028	NOT IN COMPETITIVE RANGE

APPROVAL OF AN AGREEMENT WITH GRAFFITI PROTECTIVE COATINGS, INC. FOR
WEEKEND AND HOLIDAY GRAFFITI ABATEMENT SERVICES
SEPTEMBER 24, 2013
Page 2

It was agreed that both companies were qualified to perform the services required. Best and Final Offers were requested on August 20, 2013.

FINANCIAL IMPACT

The total amount for the five-year contract is \$636,400. The yearly contract amount shall not exceed \$127,280. The yearly amount is available in the Public Works 2013-14 Budget.

RECOMMENDATION

It is recommended that the City Council:

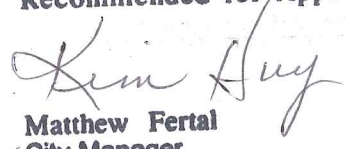
- Approve the Agreement with Graffiti Protective Coatings Inc. in the amount of \$636,400, with \$254,560 allocated for the first two years of the agreement, with three, one (1) year renewal options;
- Authorize the City Manager to execute the agreement and make any minor modifications as appropriate, and
- Authorize the City Manager to exercise each option year for FY 2015-16; FY 2016-17; and FY 2017-18, and sign the option year agreements should the City Manager deem it appropriate and necessary, and if funding has been budgeted for the services.


WILLIAM E. MURRAY, P.E.
Public Works Director/City Engineer

By: 
Mark Ladney
Senior Program Specialist

Attachment: Agreement

Recommended for Approval


for **Matthew Fertal**
City Manager