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.

Steven R. Jones
Mayor
Stephanie Klopfenstein
Mayor Pro Tem - District 5
George S. Brietigam
Council Member - District 1
John R. O'Neill
Council Member - District 2
Thu-Ha Nguyen
Council Member - District 3
Patrick Phat Bui
Council Member - District 4
Kim Bernice Nguyen
Council Member - District 6

February 19, 2019

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

Attention: Barry Steinhart, General Manager

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Graffiti Protective Coatings Inc., to provide graffiti removal services for the City on an on-call basis.

The agreement was approved by the City Council at their meeting held on February 12, 2019.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works Department

GRAFFITI REMOVAL AGREEMENT

THIS AGREEMENT is made this 12 day of February, 2019 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 City Council authorization, dated February 12, 2019.

2. CITY desires to utilize the services of CONTRACTOR to Furnish Materials, Equipment, and Labor for Graffiti Removal Services on an on-call basis.

3. The services and prices provided by Contractor to City are in accordance with the services, equipment and the prices provided by Contractor in its successful public bid to the City of Santa Ana. Contractor agrees to honor the same pricing schedule that was originally submitted to the City of Santa Ana for the services outlined in this Agreement, which was adopted by the City of Santa Ana's City Council. A copy of the City of Santa Ana's Agreement, Contract Number A-2015-239 is attached as Exhibit A and incorporated herein by reference.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination**. The term of the agreement shall be from February 12, 2019 through October 31, 2020, 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 with City of Santa Ana Contract No. A-2015-239 (Exhibit "A"). 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 $14,293.33 per month with a total Not to Exceed (NTE) amount of Two Hundred Seventy One Thousand Five Hundred Seventy Three Dollars and 27/100 ($271,573.27) for the first two years, in arrears and in accordance with proposal in Attachment "A", and pricing per the City of Santa Ana Contract No. A-2015-239 in Exhibit "A".

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 the City of Santa Ana Contract number A-2015-239 (Exhibit "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 and CONTRACTOR 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 and provide a Waiver of Subrogation in favor of the City.

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 of $1,000,000.00 per occurrence: **claims made and modified occurrence policies are not acceptable);** Insurance companies must be acceptable to CITY/AGENCY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY/AGENCY.

(b) Automobile liability in an amount of $1,000,000.00 per occurrence. Insurance companies must be acceptable to CITY/AGENCY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY/AGENCY.

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. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

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: Barry Steinhart (General Manager)
   419 N. Larchmont Blvd., Suite#264
   Los Angeles, CA 90004

   b. (Address of City)
   City of Garden Grove
   11222 Acacia Parkway
   Garden Grove, CA 92840

   (with a copy to):
   Garden Grove City Attorney
   11222 Acacia Parkway
   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.

18. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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(Agreement Signature Block on Next Page)

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

Date: 2/19/19

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

_____
City Clerk

Date: 2/19/19

"CONTRACTOR"
Graffiti Protective Coatings, Inc.

By: _____

Name: CARLA LENHOFF

Title: PRESIDENT

Date: 12-19-18

Tax ID No. 95-4348423

Contractor's License: 672447

Expiration Date: 6/30/19

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:

_____
Garden Grove City Attorney

1-10-19
Date

Exhibit "A"

A-2015-239-02

INSURANCE NOT ON FILE
WORK MAY NOT PROCEED
CLERK OF COUNCIL
DATE: DEC 0 6 2018

MAYOR
Miguel A. Pulido
MAYOR PRO TEM
Michele Martinez
COUNCILMEMBERS
P. David Benavides
Vicente Sarmiento
Jose Solorio
Sal Tinajero
Juan Villegas

Raul Godinez II
CITY ATTORNEY
Sonia R. Carvalho
CLERK OF THE COUNCIL
Maria D. Huizar

CITY OF SANTA ANA

PUBLIC WORKS AGENCY

20 Civic Center Plaza M-36 • P.O. Box 1988 M-36
Santa Ana, California 92702
www.santa-ana.org

November 28, 2018

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

Re: Second Extension of Contractor Agreement No. 2015-239

Pursuant to Section 3 ("Term") of Agreement No. A-2015-239, entered into by Graffiti Protective Coatings, Inc., and the City of Santa Ana, dated November 1, 2015, the time period of the Agreement is hereby extended for an additional one (1) year period, from November 1, 2018 through October 31, 2019, in an amount not to exceed $1,072,000.00 for the same period. The insurance certificates are required to be extended and/or renewed to cover this extension. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

If you have any questions regarding this matter, please contact Danell Mercado in the Public Works Agency at 714-647-3308.

Sincerely,

Fuad S. Sweiss, PE, PLS
Executive Director, Public Works Agency

CITY OF SANTA ANA

Raul Godinez II
City Manager

ATTEST

Maria D. Huizar
Clerk of the Council

APPROVED AS TO FORM

John M. Funk, Assistant City Attorney

SANTA ANA CITY COUNCIL

Miguel A. Pulido, Mayor, mpulido@santa-ana.org
Michele Martinez, Mayor Pro Tem, Ward 2, mmartinez@santa-ana.org
Vicente Sarmiento, Ward 1, vsarmiento@santa-ana.org
Jose Solorio, Ward 3, jsolorio@santa-ana.org
P. David Benavides, Ward 4, dbenavides@santa-ana.org
Juan Villegas, Ward 5, jvillegas@santa-ana.org
Sal Tinajero, Ward 6, stinajero@santa-ana.org

INSURANCE NOT ON FILE
WORK MAY NOT PROCEED
CLERK OF COUNCIL
DATE: 12-14-15

A-2015-239

CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of November, 2015 by and between Graffiti Protective Coatings, Inc., a California Corporation, (hereinafter "Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "City").

RECITALS

A. The City desires to retain a Contractor having special skill and knowledge in the field of professional graffiti removal services.

B. Contractor represents that Contractor is able and willing to provide such services to the City.

C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall perform those services as set forth in **Exhibit A** to this Agreement.

2. COMPENSATION

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in Exhibit B. The total sum to be expended under this Agreement shall not exceed $2,144,000.00 during the term of this Agreement.

b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on October 31, 2017, unless terminated earlier in accordance with Section 14, below. The term of this Agreement is subject to three (3) one (1) year renewal options exercisable upon a writing executed by the City Manager and the City Attorney in an amount not to exceed $1,072,000.00 annually.

4. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. ADDITIONAL CONTRACTOR DUTIES – COMMUNITY EVENT PARTICIPATION AND PUBLIC AWARENESS

Contractor shall participate in public awareness efforts and community events and programs, such as neighborhood clean-up events and anti-graffiti campaigns. Such participation shall be upon City request provided with reasonable notice of event timing.

6. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of $1,000,000 per occurrence, with $2,000,000 in the aggregate. Contractor shall supply City with a fully executed additional insured endorsement in substantially the form attached hereto as Exhibit C upon execution of this Agreement.

b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than $1,000,000 per accident.

d. If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than $1,000,000 per claim with $2,000,000 in the aggregate.

e. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:

   (i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.

   (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.

   (iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect by Contractor without thirty (30) days prior written notice to the City.

f. If Contractor fails or refuses to produce or maintain the insurance required by this

section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

7. INDEMNIFICATION

Contractor agrees to and shall indemnify and hold harmless the City, its officers, agents, employees, Contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding.

8. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

9. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

10. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

11. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:
Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax 714- 647-6956

With courtesy copies to:

Executive Director for Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702
Fax (714) 647-5635

and

City Attorney
City of Santa Ana
20 Civic Center Plaza (M-29)
P.O. Box 1988
Santa Ana, California 92702
Fax 714- 647-6515

To Contractor:

Graffiti Protective Coatings, Inc.
419 N. Larchmont Blvd., #264
Los Angeles, CA 90004
Attn: Carla Lenhoff, President

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

12. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

13. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

14. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

15. DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

16. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

17. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

18. MISCELLANEOUS PROVISIONS

a. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

Maria D. Huizar

MARIA D. HUIZAR
Clerk of the Council

CITY OF SANTA ANA

DAVID CAVAZOS
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By:
Jose Sandoval
Chief Assistant City Attorney

RECOMMENDED FOR APPROVAL:

10/8/2015

FRED MOUSAVIPOUR
Executive Director
Public Works Agency

GRAFFITI PROTECTIVE SERVICES, INC.

CARLA LENHOFF
President
Tax ID# 95-4348423

EXHIBIT A

SCOPE OF SERVICES

INTENT

It is the intent of these specifications, terms, and conditions to describe Graffiti Removal Street Cleaning (GRSC) Services being requested by the City of Santa Ana Public Works Agency (PWA).

The City intends to award a 2 year contract (with option to renew) to the proposer selected as the most responsible proposer whose response conforms to the RFP and meets the City's requirements.

It is the intent of these specifications, terms, and conditions to procure the most environmentally preferable services.

SCOPE

The services shall consist of providing proactive and reactive professional graffiti removal services throughout the City of Santa Ana; specifically high quality workmanship that leaves no traces of past vandalism. Contractor providing the service shall coordinate work with the appropriate governmental agencies, City staff, private property owners, and/or tenants of properties of the project site(s). For each service call from the community, the Contractor shall complete the requested graffiti removal services within twenty-four (24) hours. In the event that a service call site from the community cannot be abated within twenty-four (24) hours due to inclement weather, size of the site, or any other reason, the Contractor shall notify the Project Manager and/or his/her designee with the status of the site prior to the end of the twenty-four (24) hour timeline.

I. SPECIFIC REQUIREMENTS

Contractor shall:

a. Remove or paint over all types of graffiti in compliance with all Federal, State, and local laws at locations in the City of Santa Ana. Contractor(s) shall provide all labor, materials, and equipment necessary to perform graffiti removal services according to accepted industry standards.

b. Remove graffiti from public structures, visible from the right-of-way, including, but not limited to:

   i. Public buildings, monuments, and facilities;
   ii. Street light poles;
   iii. Traffic signal poles or controller boxes;
   iv. Concrete structures (i.e. City-owned sidewalks, bridges, overpasses, and flood channel facilities, etc.);
   v. Guardrails;
   vi. Traffic signs;
   vii. City Parks and
   viii. Trails.

c. Perform graffiti removal work on private structures. As authorized, remove graffiti from private structures, visible from the right-of-way, including, but not limited to:

   i. Exterior walls;
   ii. Fences;
   iii. Sidewalks;
   iv. Windows;
   v. Trash receptacles;
   vi. Utility boxes and covers;
   vii. Signs;
   viii. Bus stops and shelters;
   ix. News racks;
   x. Doors; and
   xi. Flag poles.

d. Work on private property shall not be performed without the Consent form signed by the owner or authorized by the Project Manager and/or his/her designee. A sample of the Consent form is provided as Attachment 1. The contractor shall obtain the signature of the property owner on the consent form prior to beginning work. Original consent forms shall be returned to the Project Manager and/or his/her designee on a weekly basis and are the property of the City.

e. City Parks

At the City's discretion, if funded and approved, Proposer will remove graffiti in the Parks **not** visible from the right-or-way, including, but not limited to:

i. Restrooms – Interior and Exterior;
ii. Park Exterior Facilities (snack bars, storage closets, rec. buildings);
iii. Concrete structures (i.e. sidewalks, paths, bridges, trails);
iv. Bike Paths;
v. Walking Paths;
vi. Bleachers;
vii. Baseball/Softball Diamonds;
viii. Trash Receptacles;
ix. Rocks;
x. Doors;
xi. Fences;
xii. Windows;
xiii. Utility boxes and covers, and
xiv. Park Trees;

The above work will be priced separately from the Pricing Section Grand Total Price in Exhibit B.

e. Unless notified otherwise by the Project Manager and/or his/her designee, graffiti shall be removed so no trace of the pre-existing graffiti remains.

f. Protect the surfaces adjacent to the area to be abated.

g. Abate the entire surface in the event that the graffiti covers a significant area of the surface. The Project Manager or his/her designee shall determine whether or not an entire surface will be abated on a case by case basis.

h. Ensure protection of the work area at all times, including, but not limited to:

i. Barricade the area of work at safe distances, so as to prevent unauthorized access to the area;
ii. Barricade area of work within the public right-of-way;
iii. Using warning signs and safety cones to inform the public of work being conducted;
iv. Immediately correct damage to the work site;
v. Leave work site in undamaged condition;
vi. Post signage to identify wet paint;
vii. Remove all equipment and materials when leaving work each day.
viii. Dispose of all packaging, containers and excess materials in accordance with applicable laws, regulations, ordinances, codes, and any other legislative or statutory requirements. Materials rinse residue shall be collected and disposed of appropriately.

i. Meet with City Project Manager and/or his/her designee when requested at mutually agreed upon dates and times.

j. Contain and dispose of all sand, water, or other materials used in blasting or pressure washing operations in accordance with local, State, and Federal regulations.

k. Correct any damage to public or private property as a result of Contractor's operations at the sole expense of Contractor(s).

l. Apply anti-graffiti coatings, as required, by the Project Manager and/or his/her designee.

m. Conduct operations with least possible obstruction and inconvenience to the public, and barricade no greater area of work than necessary.

n. Provide and maintain fences, barriers, directional signs, lights, and flag persons as necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public. Any road break permits required shall be the responsibility of the Contractor.

o. Conduct full-time daily proactive surveillance at Contractor's expense.

p. Working Hours shall be no earlier than 6:00 a.m. to no later than 5:00 p.m. On Weekends and holidays, the Contractor shall respond to all graffiti telephone hotline requests received by 12 noon.

q. On Weekends and holidays and every other Friday that City Hall is closed, the Contractor shall retrieve and respond to all graffiti telephone hotline requests received by 12 noon. On the weekends, contractor will respond to graffiti removal request received between noon on Saturday and 12 noon on Sundays within 24 hours.

City Holidays observed; New Year's Day, Martin Luther King, Jr. Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day

r. The Project Manager and/or his/her designee or the Police Department may designate sites as needing an emergency response. An emergency work order will be issued immediately and will have first priority for graffiti removal on the same day.

s. Should the Contractor fail to correct deficiencies or public nuisances that have been created because of their operations, the City will proceed to take corrective measures and this project will be considered as an emergency. Such work will be done on a staff account basis with an additional call out charge of $75.00 for each call out. It should be noted that there is a minimum of a two-hour charge for labor for any call out.

II. WEB BASED WORK ORDER MANAGEMENT SYSTEM

a. Contractor shall provide a real-time web based work order system for receiving, tracking, and closing work orders which City personnel may access. System must allow multiple photos per work order number.

b. Work orders shall include:

i. Location or address;
ii. Before and after photos;
iii. Date and time of work order creation;
iv. Date and time of removal performed;
v. Response time in hours;
vi. City department;
vii. City contact name;
viii. Date and time of request;
ix. Date and time of work performed;
x. Square footage;
xi. Surface type;
xii. Public or private property;
xiii. Brief description of graffiti;
xiv. Description of remedy, and
xv. Gang tag ID

c. Work order system shall include personalized and secure client logins, and City personnel may monitor City work orders and projects.

d. Location shall include a Global Positioning System (GPS) link attached to Google or other commonly used online mapping application.

e. Web based system must be able to show:

i. All work order status;
ii. Maps of zones as provided by City;
iii. Response time to work orders;
iv. Costs by zones;
v. Square footage cleaned by zones;
vi. Custom graphs and reports to include but not limited to;
vii. Total Locations received from Graffiti Hotline;
viii. Total Location received from App
ix. Total Square Footage Removed
x. Average response time for service calls through Graffiti Hotline/App
   1. Same Day Response
   2. Within 24 Hours
   3. Within 48 Hours
   4. Over 48 Hours and/or referred to other Agencies
xi. Maps in Google Earth;

f. The City shall have access to this data following completion of the work order for a period of three years.

g. All data collected in the database for this project is the property of the City of Santa Ana.

III. MOBILE APPLICATION TOOL

a. Contractor shall provide a mobile application free for City personnel and the general public.

b. This application shall allow for the submission of photos of graffiti electronically into Contractor's Work Order System.

c. Reporting party shall automatically receive an electronic response with all before and after photos once the work has been completed.

d. This application shall be available on IOS and Android platforms, including, but not limited to Apple IPhone and Google Android mobile devices.

e. Mobile requests are to be electronically submitted to work order system and assigned a work order number in real time.

f. Upon job completion, a "Thank You" note with all before and after photos are to be transmitted electronically to the resident's email address.

g. Responding email must have a feedback link to an electronic survey that allows residents to rate services and response time.

h. App shall have flexibility to allow reporting of other Public Service Requests at no additional cost to the City.

i. App must be available on the App Store and Android marketplace at the cost of the contractor.

j. App must be a native IOS and Android app, mobile webpages requiring the public's data usage from their browser are not acceptable alternatives.

k. A web link is to be included that allows residents to submit their requests directly on the City's website.

l. Contractor must be able to demonstrate all aspects of the web based work order system and mobile app through a working version of the software prior to award of RFP, and must include Smartphone app names and contact information for a minimum of three (3) municipal customers of similar size that have used contractor's software for at least 12 months.

IV. DELIVERABLES

a. A minimum of at least two hundred (200) hours of daily weekday surveillance will be required as part of the contract. In addition, a minimum eight (8) hours of daily weekend and Holiday surveillance will be required as part of this contract. The surveillance activities will be done at the Contractor's cost.

b. Contractor(s) shall provide online access to before and after digital photograph files, mapped locations, billing information, etc. in a real-time environment of graffiti removal work done for the City. Digital photographs shall be clearly labeled as public or private, before or after, and with the exact location of the graffiti, and shall reference any work order number associated with the removal. All photographs shall be date and time stamped. All photographs shall show enough of the surrounding area or structure to determine size and location on the facility. Contractor is to provide real-time mapping of all graffiti removal via Google maps or other commonly used mapping.

c. The Contractor will prepare and submit to each City department or agency a report of surveillance activities performed during the month. This report will provide the following basic information:

   i. Amount of time spent on surveillance per week;
   ii. Areas covered in the surveillance;
   iii. Dates and time that surveillance took place; and
   iv. Graffiti found and location of the graffiti.

V. INVOICING

a. Contractor shall invoice the requesting department unless otherwise advised, upon satisfactory receipt of product and/or performance of services.

b. City will use best efforts to make payment within thirty days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.

c. City shall notify Contractor of any adjustments required to invoice.

d. Invoices shall contain City PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.

e. Contractor shall utilize standardized invoice template upon request.

f. Invoices shall only be issued by the Contractor who is awarded a contract.

g. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the PO's.

h. The City will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the RFP response.

i. Contractor(s) shall provide a spreadsheet with each monthly invoice showing the following;

   i. Showing each location or address serviced;
   ii. Number of the service request associated with the removal if any;
   iii. Type of removal;
   iv. Date;
   v. Notes;
   vi. Square footage cleaned; and
   vii. Method of removal.

VI. PERFORMANCE REQUIREMENTS

The successful Contractor(s) shall clearly demonstrate the ability to:

a. Receive service requests on a twenty-four (24) hour basis via app, fax, or e-mail;

b. Prepare surfaces and paint over graffiti with a color matching the existing covering, or remove graffiti with appropriate cleaners, removers, etc.;

c. Protect surfaces, landscaping, and personal property adjacent to graffiti removal locations;

d. Properly clean-up work areas, and dispose of paints, chemicals, solvents, and cleaning agents utilized in performing the graffiti removal work per local, state and Federal regulations; and

e. Accurately track and report the work location, scope, quantity of work performed, and employment utilization.

VII. ACCOUNT MANAGER / SUPPORT STAFF / WORK TRUCK CREW

a. Contractor shall provide a dedicated competent account manager who shall be responsible for the City account/contract. The account manager shall receive all orders from the City and shall be the primary contact for all issues regarding Proposer's response to this RFP and any contract which may arise pursuant to this RFP.

b. Contractor shall designate once specific truck/individual to oversee an inspect work performed by Contractor's personnel assigned to this contract. The representative shall be immediately available during work activities to receive communications from the Project Manager and/or his/her designee. All Contractor staff shall be a cell phone in order to be contacted by the Project Manager ana/or his/her designated staff.

c. The Contractor shall utilize only trained, competent employees in the performance of this contract. At the request of the City, the Contractor shall remove from assignment to this contract any incompetent, abusive, or disorderly employee, whether supervisory or non-supervisory.

d. Any person assigned to this contract found to be in possession of and/or under the influence of intoxicants or narcotics shall be removed from assignment to his contract. This person may be subject to arrest and criminal prosecution.

e. Personnel employee by the Contractor shall be screened and are not to perform services under the contract without prior approval from the Contract Representatives. All employees' peforming services must undergo a criminal background investigation by the Santa Ana Police Department prior to service under this contract.

f. Contractor shall also provide adequate, competent support staff that shall be able to service the City during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

g. Contractor account manager shall be familiar with City requirements and standards and work with the Project Manager and/or his/her designee to ensure that established standards are adhered to.

h. Contractor account manager shall keep the City Specialist informed of requests from departments as required.

VII. EQUIPMENT

a. The Contractor's vehicles and equipment shall be neat in appearance and easily identified. Identification of the Contractor's vehicles shall consist of, at a minimum, company name, local telephone number, and contract services provided by City of Santa Ana in print no less than eight (8) inches tall.

b. The Contractor shall maintain its vehicles and equipment in safe and mechanically sound condition.

c. The Contractor shall provide all personnel, vehicles, supplies, and equipment necessary to perform services.

EXHIBIT B

FEE SCHEDULE (OR) RATES AND CHARGES

CITY OF SANTA ANA
REQUEST FOR PROPOSALS GRSC SERVICES

PROPOSER'S CERTIFICATION and PROPOSAL ITEM PRICING

Certification - I certify that I have read, understand, and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit A) and I am familiar with the scope of work locations. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions, or discrepancies to the City for clarification prior to the submission of my proposal.

Proposal Item Price - Pricing shall be based on a unit cost for services described in Exhibit A. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City projects manager or designee in writing.

COST SHALL BE SUBMITTED ON EXHIBIT B AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED. RFP responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges, including travel expenses, and is the cost the City will pay for the three-year term of any contract that is a result of this RFP.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Proposer hereby certifies to City that all representations, certifications, and statements made by Proposer, as set forth in this RFP Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

Item No.	Description			
1	Monthly cost per Truck for 40 hours a week for weekday service. Service truck must be able to perform both painting and media blasting.	Monthly Weekday for 1 service truck	$ 13,493.33	[illegible]
2	Daily cost per Truck for 8 hours a day for weekend (Saturday & Sunday) and Holiday service. Service Truck must be able to perform both painting and media blasting.	Daily Weekend and Holiday for 1 service truck	$ 800.00	[illegible]

PRICING SECTION – GRAND TOTAL PRICE – STREET CLEANING

Item No. 1: Column C times (x) Five (5) Trucks $ 809,599.80

Item No. 2: Column C $ 90,400.00

GRAND TOTAL PRICE (Item No. 1 & 2 above) = $ 899,999.80

Item No.	Description			
1	Monthly cost per Truck for 40 hours a week for weekday service to perform proactive graffiti removal in the Parks (Section I.c. of Exhibit A, page 13 of RFP) Service truck must be able to perform both painting and media blasting.	Monthly Weekday for 1 service truck	$ 13,493.33	8 times (x) 12 months $ 161,919.96

Cooperative Purchasing

It is intended that any other public agency (e.g., city, county, school district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City of Santa Ana shall incur no financial responsibility in connection with any purchase by other public agency.

Labor Classification

The work performed on this contract is routine, recurring, and usual. The work includes watering, trimming, pruning, planting, removal, and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on prevailing wage determination "Repaint Painter, Lead Abatement".

GRAFFITE PROTECTIVE COATINGS, INC. — (323)464-4472 / (323)656-3579 (Fax)
LEGAL NAME OF COMPANY — PHONE AND FAX NUMBERS

419 W. LARCHMONT BLVD. #209 — LOS ANGELES, CA 90004
BUSINESS ADDRESS

CARLA LENHOFF — PRESIDENT
PRINTED NAME OF AUTHORIZED AGENT — TITLE

9/23/15 — GPCLA@MSN.COM
SIGNATURE OF AUTHORIZED AGENT — DATE — E-MAIL ADDRESS

95-4348423 — 672447
FEDERAL ID NUMBER — CONTRACTOR LICENSE NUMBER

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL. PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

APPLICATIONS FOR PUBLIC WORKS Provide 4 mobile applications on IPhone and Android platforms, one year of maintenance, security, hosting, customer support, training and service. $10,000 annually

EXHIBIT C

ADDITIONAL INSURED ENDORSEMENT
FOR COMMERCIAL GENERAL LIABILITY POLICY

Insurance Company _____

This endorsement modifies such insurance as is afforded by the provisions of Policy # _____ relating to the following:

1. The City of Santa Ana, 20 Civic Center Plaza, Santa Ana, California 92701; its officers, employees, agents, volunteers and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.

2. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.

3. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Santa Ana, 20 Civic Center Plaza, Santa Ana, California 92701.

(Completion of the following, including countersignature, is required to make this endorsement effective.)

Effective _____, this endorsement form as a part of
Policy # _____
Issued to _____
Named Insured

Countersigned by _____
Authorized Representative

Zimbra **sandras@ci.garden-grove.ca.us**

GPC Contract

From : Sandy Segawa <sandras@ggcity.org> Tue, Oct 09, 2018 06:23 AM
Subject : GPC Contract 1 attachment
To : Omar Sandoval <OSandoval@wss-law.com>
Reply To : Sandy Segawa <sandras@ci.garden-grove.ca.us>

Hi Omar,

Do I need to do a separate City contract and attach the Santa Ana contract for Graffiti Services? I was not sure that Mark discussed with you.

Thank You,

Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
sandras@garden-grove.org

Santa_Ana_2015_Contract.pdf
832 KB

Zimbra **sandras@ci.garden-grove.ca.us**

FOLLOW UP: Graffiti protective coatings

From : Sandy Segawa <sandras@ggcity.org> Tue, Oct 30, 2018 08:07 AM
Subject : FOLLOW UP: Graffiti protective coatings
To : Mark Ladney <markla@ggcity.org>
Reply To : Sandy Segawa <sandras@ci.garden-grove.ca.us>

Mark,

Any updates on this? Also are you using the same pricing structure as the contract that you are trying to piggyback off of? Please let me know so that I know how to proceed.

Thank You,

Sandy

From: "SANDRAS" <sandras@ggcity.org>
To: "Mark Ladney" <markla@ggcity.org>
Sent: Wednesday, October 24, 2018 1:17:24 PM
Subject: Re: graffiti protective coatings

Mark,

Did they extend the contract because it says that it expired on October 31 ,2017. I will need to see that the contract was actually extended.

Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
sandras@garden-grove.org

From: "Mark Ladney" <markla@ggcity.org>
To: "Sandra Segawa" <sandras@ci.garden-grove.ca.us>
Sent: Monday, October 22, 2018 8:02:56 AM
Subject: graffiti protective coatings

Sandy,

What is the status of the new agreement? I need to start the council memo.

Mark

Mark Ladney
Supervisor
Right of Way, Street Sweeping, Parking Citations, and Animal Care Services
Garden Grove Public Works
714-741-5372 Phone
714-741-5382 Street Sweeping/Parking Citation Information
714-741-5565 Animal Care Services

July 30, 2018

Mr. Mark Ladney
City of Garden Grove
13802 Newhope St.
Garden Grove, CA 92843

Dear Mr. Ladney:

Graffiti Protective Coatings, Inc. (GPC) is extending its pricing from the competitively bid Santa Ana graffiti contract of $15,000/month per truck to the City of Garden Grove. Although prices and costs have increased since the inception of the Santa Ana contract, Garden Grove has been an excellent customer of GPC for many years and GPC will honor the pricing. The monthly fee will cover service for 6 days per week (Monday through Saturday) with proactive patrols, on-site custom color matching, and 24-hour response to service requests.

GPC will continue to include its real-time graffiti work order system and City integrated software services at no additional cost.

Kindly contact myself or your Project Manager, Barry Steinhart, with any questions.

Sincerely,

Carla Lenhoff, President
Graffiti Protective Coatings, Inc.

19 Larchmont Blvd
Number 264
Angeles CA 90004
Ph: (323) 464-4472
Fax:(323) 656-3579
LICENSE No 672447

July 30, 2018

Mr. Mark Ladney
City of Garden Grove
13802 Newhope St.
Garden Grove, CA 92843

Dear Mr. Ladney:

Graffiti Protective Coatings, Inc. (GPC) is extending its pricing from the competitively bid Santa Ana graffiti contract of $15,000/month per truck to the City of Garden Grove. Although prices and costs have increased since the inception of the Santa Ana contract, Garden Grove has been an excellent customer of GPC for many years and GPC will honor the pricing. The monthly fee will cover service for 6 days per week (Monday through Saturday) with proactive patrols, on-site custom color matching, and 24-hour response to service requests.

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Kindly contact myself or your Project Manager, Barry Steinhart, with any questions.

Sincerely,

Carla Lenhoff, President
Graffiti Protective Coatings, Inc.

19 Larchmont Blvd
Number 264
Angeles CA 90004
Ph: (323) 464-4472
Fax:(323) 656-3579
LICENSE No 672447

GRAFPRO-01 LVERGARA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/22/2018

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 have ADDITIONAL INSURED provisions or 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 License # 0757776
Concord, CA - HUB International Insurance Services Inc.
2300 Clayton Rd.
Concord, CA 94520

CONTACT NAME:
PHONE (A/C, No, Ext): (925) 609-6500 FAX (A/C, No): (925) 609-6550
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company A,XV	35378
INSURER B : Liberty Mutual Fire Insurance Company A,XV	23035
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	MKLV5ENV100735	02/17/2018	02/17/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	AS2Z91466837018	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC2Z91466837028	01/01/2018	01/01/2019	X PER STATUTE / 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 Liability			MKLV5ENV100735	02/17/2018	02/17/2019	Aggregate	2,000,000
A	Pollution Liability			MKLV5ENV100735	02/17/2018	02/17/2019	Each Condition	1,000,000

Reviewed and approved as to insurance language and/or requirements.
Sandra Segawa
Risk Management

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Service Contract.
City of Garden Grove, its officers, officials, agents and volunteers, are additional insureds as respects to General Liability per CG 20 10 0413 and CG2037 0704 and additional insured in respects to Auto Liability per attached CA2048 1013 and ACS2005 1013. Primary and Non-Contributory wording applies with respects to General Liability per attached MEGL 1543 04 11. Waiver of Subrogation applies to General Liability per attached MEEI 2211 05 16, Auto Liability per attached AC8407 07 13 and Workers Compensation per attached WC040306. All as required by written contract.
This certificate supersedes all others dated previously.

CERTIFICATE HOLDER

City of Garden Grove
ATTN: Purchasing -Sandra Segawa
11222 Acacia Parkway
Garden Grove, CA 92840

CANCELLATION

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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The ACORD name and logo are registered marks of ACORD

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

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
Any person(s) or organization(s) to whom the insured agrees to provide Additional Insured status in a written contract signed by both parties and executed prior to the commencement of operations.	Not Applicable
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 language and/or requirements.
Sandra Lepan
Risk Management

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Refer to Designated Insured Schedule
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Reviewed and approved as to insurance language and/or requirements.
Sandra Seger
Risk Management

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Policy Number AS2-Z91-466837-018

DESIGNATED INSURED SCHEDULE

Applicable to: CA 20 48 02 99, CA 20 48 10 13, MM 99 50 04 11, MM 99 50 10 13

Name of Person(s) or Organization(s)
City of Garden Grove, its officers, officials, agents and volunteers

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ADDITIONAL INSURED WITH PRIMARY AND NON-CONTRIBUTORY WORDING OWNERS, LESSEES OR CONTRACTORS (FORM C)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:
Any person(s) or organization(s) to whom the insured agrees to provide Additional Insured with Primary and Non-Contributory status in a written contract signed by both parties and executed prior to the commencement of operations.

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 above, 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) scheduled 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", "property damage", or "personal and advertising injury" 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.

C. It is further agreed that coverage provided for the Additional Insured shown above shall be primary insurance and any other insurance maintained by the Additional Insured shall be excess and non-contributory, but only as respects any claim, loss or liability arising out of your operations, and only if such claim, loss or liability is determined to be solely your negligence or responsibility.

All other terms and conditions remain the same.

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

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WRITTEN CONTRACT LIMITATION

This endorsement modifies insurance provided under the following, where indicated by an "X" in the checkbox(es) below:

- [X] COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- [X] CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM
- [ ] PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
Any person(s) or organization(s) with whom the insured agrees, in a written contract, signed by both parties and executed prior to the commencement of operations to provide a waiver of transfer of rights of recovery.

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Transfer Of Rights Of Recovery Against Others To Us condition of the Coverage Form(s) indicated above:

We waive any right of recovery we may have against the person or organization shown in the Schedule of this endorsement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule of this endorsement. This waiver will not apply to "occurrences" resulting from the sole negligence of the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

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

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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
City of Garden Grove, its officers, officials, employees, agents, and volunteers 11222 Acacia Parkway Garden Grove, CA 92840	All locations where required by written contract with the City of Garden Grove Reviewed and approved as to insurance language and/or requirements. Risk Management

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of $ 250 per policy.

Person or Organization	Job Description
Where required by contract or written agreement prior to loss and allowed by law.	Any

Reviewed and approved as to insurance language and/or requirements

Sandra Logan

Risk Management

Issued by Liberty Mutual Fire Insurance Company16586

Issued to Graffiti Protective Coatings, Inc.