

Public Records Request #7979

Person Overseeing Contract: Raul Leyva, Streets Supervisor 714-741-5385

Funding from Public Works Streets Budget

The following is attached:

- **Purchase Order showing contract price**
- **Graffiti Removal Agreement**
- **Scope of Work Attachment**



GARDEN GROVE

CITY OF GARDEN GROVE

PURCHASING: (714) 741-5052

ACCOUNTS PAYABLE: (714) 741-5068

VENDOR: V00702

GRAFFITI PROTECTIVE COATINGS, INC

419 N LARCHMONT BLVD STE 264

LOS ANGELES, CA 90004-3013

VENDOR PHONE: 323-464-4472

PURCHASE ORDER

P221284

01/25/2022

Purchase Order No. must appear on all packages, invoices, and shipping papers

SHIP TO:

PUBLIC WORKS - ADMINISTRATION

ATTN: ADMINISTRATION

13802 NEWHOPE ST

GARDEN GROVE, CA 92843

Attn: Mark Ladney

Terms: Net 30 / FOB Destination

Requisition #: PR204561

Delivery Date: 11/30/2022

Contract Expiration Date: 11/30/2022

Buyer: SANDRA SEGAWA

Bid Reference:

| ITEM | DESCRIPTION | QTY | UNIT | PRICE | TOTAL PRICE |
|--------------|--|------|------|------------|---------------------|
| 0001 | <p>TO PROVIDE ALL EQUIPMENT, LABOR AND SUPPLIES TO PERFORM GRAFFITI ABATEMENT SERVICES FOR THE CITY OF GARDEN GROVE PER RFP S-1275.</p> <p>TERM: DECEMBER 1, 2021 THRU NOVEMBER 30, 2022</p> <p>NOT TO EXCEED \$377,427.00 PER ABOVE TERM</p> <p>THIS COVERS THE FIRST OPTION YEAR OF THE ORIGINAL CONTRACT.</p> <p>THIS CONTRACT WAS APPROVED BY THE CITY COUNCIL ON NOVEMBER 24, 2020, PER THE ATACHED CITY COUNCIL MEETING AGENDA. GL: 1115421545-51257</p> | 1.00 | EA | 377,427.00 | 377,427.00 |
| TOTAL | | | | | \$377,427.00 |

CITY RECEIPT:

Date: 01/25/2022

I hereby certify that i have received, carefully weighed, measured, or counted the items indicated above and that qualities and quantities are correctly stated or that the services indicated above have been performed in a satisfactory manner.

By: _____

Date: _____

BY Sandra Segawa

PLEASE SEE THE CITY'S TERMS AND CONDITIONS

BILL TO:

CITY OF GARDEN GROVE | SUBJECT: INVOICE SUBMISSION | ATTN: ACCOUNTS PAYABLE DEPT | PO BOX 3070 | GARDEN GROVE, CA 92842

Or send electronic version of your invoice to accounts payable@ggcity.org

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) (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 foregoing 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)

ATTACHMENT "A"
SCOPE OF WORK
RFP No. S-1275

Provide all equipment, labor and supplies to perform graffiti abatement services for the City of Garden Grove

The services shall consist of providing professional graffiti removal services throughout the City of Garden Grove; leaving no trace of past vandalism. For each service call from the community, the Contractor shall complete the requested graffiti removal services within twenty-four to forty-eight (24 to 48) hours. In the event that the graffiti cannot be removed with the time frame, the Contractor shall notify the Project Manager.

In addition to below, the CONTRACTOR shall remove or paint over all types of graffiti in compliance with all Federal, State, and local laws. Contractor shall provide all labor, materials, and equipment necessary to perform graffiti removal services according to accepted industry standards.

1.01 WORKING HOURS

Working hours shall be between 7:00 a.m. to 4:00 p.m. The CONTRACTOR shall respond to all graffiti telephone hotline requests received by 1:00 p.m.

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.

For walls or other surfaces facing the public right of way, CONTRACTOR shall use one of the four standard colors identified by the City. For City-owned facilities, City will provide the paint color code for each building.

Grffiti 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. CONTRACTOR is also responsible for providing all graffiti removal chemicals.

CONTRACTOR shall have access to a vehicle or trailer mounted pressure-washer and water recovery system at least 3 days per week for the removal of graffiti from sidewalks, unpainted walls, or other areas as directed.

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, to obtain this authorization prior to performing the work. Copies of all properly executed forms shall be submitted quarterly 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. CONTRACTOR shall submit proof of license to CITY before execution of contract.

Work shall be completed in accordance with established industry guidelines, PCA industry standards, 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 A for further details. City shall have access, at no cost, to any database owned or maintained by contractor.

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 AREAS COVERED BY THIS CONTRACT

CONTRACTOR will be responsible for removing graffiti in the areas identified below, but not limited to:

Walls adjoining arterial, collector, and residential roads
Sidewalks
Street signs
Utility boxes
Traffic Signal Equipment
City Parks (and equipment in the parks such as play and/or exercise equipment, and picnic tables)
Exterior of City-owned buildings
Asphalt

Contractor shall not remove graffiti from the following, unless directed by the City (list is not all inclusive and more items may be added):

Private property, including on homes
Commercial property and parking lots

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 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. All paint and paint containers shall be disposed of properly.

1.13 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.

1.14 PAINT COLORS

Except as otherwise directed, CONTRACTOR shall use 4 standard colors of paint as approved by City.

Color matching shall only take place on City-owned facilities. Color codes for buildings will be provided to contractor.

1.15 ANTI-GRAFFITI COATING

CONTRACTOR may be asked to apply an anti-graffiti coating to various murals that have been painted on traffic signal or utility boxes or similar. Cost to be included in monthly service fee.

1.16 HOLIDAYS

No graffiti abatement shall take place on the following holidays:

- New Year's Day
- Martin Luther King, Jr. Birthday
- Presidents Day
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

1.17 USE OF CONTRACT

CONTRACTOR agrees to extend pricing to other cities or government organizations who wish to utilize this contract.

1.18 PREVAILING WAGE AND DIR REQUIREMENTS

1. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide Department of Industrial Relations Registration Numbers for the General Contractor **and** all Sub-Contractors listed in your proposal.
4. Prevailing wages are required for this project as defined by Labor Code, section 1771. Per Labor Code, Section 1773.2, copies of the prevailing rate of per diem wages are on file with the City and will be made available to any interested party upon written request.