

RECOMMENDATION TO AWARD
AGREEMENT FOR GRAFFITI
ABATEMENT REMOVAL SERVICES
October 14, 2008
Page 2

COMPANY	INITIAL SCORE	FINAL SCORE
Graffiti Protective Coatings Inc.	3144	3253
Urban Graffiti Enterprise	3040	3176

The proposed agreement shall be for two (2) years with the option to extend the agreement in one (1) year increments, up to a total of five (5) years. Staff has researched Graffiti Protective Coatings' past history with the City of Garden Grove and the public, and has not identified any discrepancies in customer service.

FINANCIAL IMPACT

Compensation under the proposed agreement shall be in a Not To Exceed amount of \$162,000.00 per year. Funding is available within the 2008/2009 Public Works Department budget.

COMMUNITY VISION IMPLEMENTATION


Through the abating of graffiti, improve the aesthetics of the community and eliminate blighting influences.

RECOMMENDATION

It is recommended that the Garden Grove City Council:

- Award a purchase order to the highest scoring proposer, Graffiti Protective Coatings Inc., in the firm fixed price amount of \$162,000.00 per year.
- Authorize the City Manager and City Clerk to execute the agreement for the two (2) year performance period.


KEITH G. JONES
Public Works Director

By: 
A. J. Holmon III
Streets and Environmental Manager

Recommended for Approval


Matthew Ferial
City Manager

Attachment: Agreement

GRAFFITI REMOVAL AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2008, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Graffiti Protective Coatings, Inc.**, here in after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated _____.
2. CITY desires to utilize the services of CONTRACTOR to **Furnish all Materials, Labor, Tools and Supplies to Perform Graffiti Abatement Maintenance Services at Various Locations in the City of Garden Grove.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of two (2) years from full execution of the agreement, with an option to extend said agreement for an additional three (3) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with fee schedule (Attachment "C"). 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 the Not To Exceed (NTE) amount of One Hundred Sixty Two Thousand (\$162,000.00) per year, in arrears and in accordance with proposal in Attachment "C".
 - 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 Proposal (Attachment "C").

- 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.
- 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.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
Graffiti Protective Coatings, Inc.
Attention: Carla Lenhoff, President
419 N. Larchmont Blvd., #264
Los Angeles, CA 90004
 - b. (Address of City) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Prevailing Wages.** The CITY has been advised that the Prevailing Wages Law applies to the work. CONTRACTOR shall be responsible for CONTRACTOR'S compliance in all respects with the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONTRACTOR.
17. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

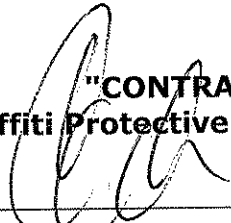
By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Graffiti Protective Coatings, Inc.

By:  _____

Name: CARLA LENTOFF

Title: PRES

Date: 9-23-08

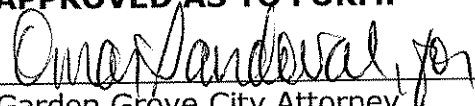
Tax ID No. 95-4348423

Contractor's License: 672447

Expiration Date: 6/30/09

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

9-25-08
Date

**S-1030
ATTACHMENT "A"**

SCOPE OF WORK

1.01 WORKING HOURS

Working hours shall be from 7:00 a.m. to 4:00 p.m. on Saturdays, Sundays, two Fridays per month and also on specified holidays. On Saturdays and holidays, the CONTRACTOR shall respond to all graffiti telephone hotline requests received by 1 :00 p.m. Graffiti removal requests received between 1:00 p.m. on Saturday and 1:00 p.m. Sunday shall be responded to by 4:00 p.m. that same Sunday. If the CONTRACTOR cannot respond to a request after 1:00 p.m. on Sunday, City crews will handle the request. Likewise, if the CONTRACTOR cannot respond to a request received after 1 :00 p.m. on a holiday that is followed by a workday, City crews will respond to said request.

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

1.02 METHODS OF REMOVAL

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

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

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

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

1.03 MATERIAL, EQUIPMENT AND SUPPLIES

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

Additionally, CONTRACTOR is responsible for providing all paint used in the City's four standard

colors and paint type (City currently uses Glidden Speed Coat). CONTRACTOR is also responsible for providing all graffiti removal chemicals and water-blasting equipment.

1.04 AUTHORIZATION FOR WORK

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

1.05 EXECUTION OF WORK

Upon receipt of the executed "Consent to Enter and Release of Liability" form, the CONTRACTOR shall remove the subject graffiti. The work shall be performed in a prompt, thorough, lawful and workman like manner. CONTRACTOR is required to have and maintain a California State Contractors License Classification of C-33, Painting and Decorating. CONTRACTOR shall submit proof of license to CITY before execution of contract.

Work shall be completed in accordance with the State of California Department of Transportation Standard Specifications, current edition, 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 every Monday, a list of locations with pictures taken on a digital camera with resolution of at least 3 mega-pixels, 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 and proper formatting. A representative of the Public Works Agency shall verify the existence and removal of graffiti on the property sites as well as the cost of removal. The properties will be inspected for approval within five (5) working days of completion as notified by the CONTRACTOR.

Since pictures will be used for possible prosecution of vandals, at least one picture per location needs to have the following: Location, Date, Person Taking Picture.

1.07 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

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

1.08 TARGET ROADWAYS/NEIGHBORHOODS

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

The CONTRACTOR will inspect these roadways for locations containing graffiti and if found, abate it. Following inspection and removal of graffiti from the main areas, the CONTRACTOR is to remove graffiti at locations within the residential neighborhoods. The CONTRACTOR will first abate those locations received from the City's representative or through the graffiti hot-line

number. After completing this, CONTRACTOR will continue inspecting and removing graffiti within the scope of the agreement.

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

1.09 WORK BY CITY FORCES DUE TO NONCONFORMANCE OF CONTRACT

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

1.10 COLOR COAT OF ALL WALLS FACING ARTERIAL/COLLECTOR STREETS

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

1.11 IDENTIFICATION OF VEHICLES

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

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

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

Calls from the Police Department may require separate invoicing.

1.13 ENVIRONMENTAL COMPLIANCE

CONTRACTOR is also responsible to be environmentally friendly and NPDES compliant. CONTRACTOR is to clean up all paint spills and keep all water used in waterblasting out of the storm drain system.

1.14 CUSTOMER SERVICE

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

ATTACHMENT "B"

City of Garden Grove Graffiti Photograph and CD Specifications

Overview

This document provides proposers with standard formatting specifications for digital photos and their associated data. Standardization will allow automation of the importing/archiving process that will significantly decrease the amount of time it takes to import the data while increasing accuracy.

I. PHOTOGRAPH SPECIFICATION:

Photographs of Graffiti shall include the following information:

- Name of individual photographing graffiti, to include last and first name
- Date photograph was taken
- Address where graffiti is located...example "12345 Euclid Street":
 - a.) If no address is visible/available, then documentation should include nearest address to location. Example; "south of, across from, north of (etc.) 12345 Euclid Street".
 - b.) Cross streets, are unacceptable examples "Chapman Avenue and Della Street"? Indicate which corner graffiti is located and include nearest address.
 - c.) If the graffiti runs the length of a thoroughfare or street on incidents such as a "bombing run"(multiple locations by same suspect on one event), one address is sufficient.
- First frame of photographs should always include address; name of photographer and date picture was taken. (Applied to a small white board)
- Photograph numerical address if applicable
- One orientation shot followed by close-up shots of graffiti. If the graffiti is too wide for the camera, photographs should be taken in overlapping sequence.
- Try to shoot photographs perpendicular to the graffiti. Shooting at an angle causes distortion and are hard to review.
- One graffiti site per incident unless the graffiti is associated with a "bombing run"
- Always photograph the license plate of the vehicle vandalized by graffiti
- View your photographs to be sure the detail is clear.
 - Attend a short presentation at the GGPD on evidentiary photographic techniques

II. CD SPECIFICATION

1. The Media

The photos and data will be delivered on a Compact Disc.

2. Compact Disc (CD) Label

Each CD will be labeled with the date(s) that the photos were taken.

3. Compact Disc Directory Structure

Each disc will have a directory named "IMAGES" that will contain all of the digital photos of the graffiti. Each disc will also have a text file named "DATA.TXT" that will contain the data that pertains to each photo. Both the "IMAGES" directory name and the "DATA.TXT" file name must be capitalized.

4. Naming Format of the TIFF Images

Each image file must have a unique name that ends with the ".JPG" extension. The ".JPG" extension must be capitalized. Example: "1.JPG", "2.JPG", "3.JPG" or "IMAGE1.JPG", "IMAGE2.JPG", "IMAGE3.JPG" etc.

5. Data File Format

The "DATA.TXT" file delivered on the CD will be a semi-colon or tab delimited text file. * Each line of the file will contain a set of data for a particular location where graffiti was photographed. The fields will be semi-colon (;) or tab delimited. The data fields on each row will be organized as follows:

Date of the photographs – This will be the date that the photos were taken, it will be formatted in the following format: "MM/DD/YYYY"

Address – This will consist of a street number and street name. An example street address is "12345 Euclid St".

Photo names – This will be a list of the filenames of the photos in the Images directory separated by commas. For example: "1.JPG, 2.JPG, 3.JPG"

Surface – The type of surface the graffiti is on.

Action taken – What was used to remove the graffiti (water-blast, chemical remover, paint).

Square feet – square feet of graffiti removed

Requestor –Who made the request to the hotline (Hotline only)

Police DR# - The police record number (Hotline only, when applicable)

*You may find it easier to create a file similar to this in Microsoft Excel and then save it as a tab delimited text file. We'd be happy to show you how to do this.

Example "DATA.TXT" file with semi-colon delimited data

```
05/28/2008; 12345 EUCLID ST; 1.JPG, 2.JPG, 3.JPG; BRICK WALL; PAINT; 10; JOHN SMITH; 0103456
05/28/2008; 1383 CHAPMAN ST; 4.JPG; BRICK WALL; PAINT; 20;
05/28/2008; 11971 SHETLAND; 5.JPG, 6.JPG; CONCRETE; WATERBLAST; 20;
05/28/2008; 10987 NEWHOPE; 7.JPG, 8.JPG; CONCRETE; WATERBLAST; 20; JOHN SMITH; 0103489
05/28/2008; 11098 BUARO; 9.JPG, 10.JPG, 11.JPG; CONCRETE; WATERBLAST; 20; JANE SMITH;
05/29/2008; 12092 ROBERT; 12.JPG, 13.JPG, 14.JPG; CONCRETE; WATERBLAST; 20; JANE SMITH;
05/29/2008; 12093 ROBERT; 15.JPG; BRICK WALL; PAINT; 10;
```

ADDENDUM No. 1

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: July 30, 2008

Date Effective: July 30, 2008

RFP No. S-1030

Contract: Furnish all Materials, Labor, Tools and Supplies to Perform Graffiti Abatement Removal Services at Various Locations in the City of Garden Grove

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. Pages 15-16, Section 3.2, Payment, shall be revised as follows:
 - Delete:** 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 Long Beach Contract number 29521 (Attachment "B").
 - Add:** For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on Proposal (Attachment "C").
3. The contractor is hereby notified that Addendum No. 1 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

Issued by:

Sandra Segawa
Purchasing Agent
City of Garden Grove

ADDENDUM No. 2

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: August 11, 2008

Date Effective: August 11, 2008

RFP No. S-1030

Contract: Furnish all Materials, Labor, Tools and Supplies to Perform Graffiti Abatement Removal Services at Various Locations in the City of Garden Grove

INTENT

3. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
4. Page 24, Attachment "B", City of Garden Grove Graffiti Photograph and CD Specifications, delete the following sentence, since the City is not asking the successful proposer to remove graffiti from vehicles

"Always photograph the license plate of the vehicle vandalized by graffiti."

5. Questions asked during the Pre-Proposal Meeting on July 30, 2008:

A) Question: Will the City accepted any other Contractor's licenses other than a C33?

Answer: The City will also accept a D38 license for this project.

B) Question: Will the City reimburse the Contractor for labor costs if court appearances are required by the employees of the Contractor?

Answer: No the City will not reimburse for any court related appearances.

6. The following documents are attached to this Addendum
 - A) Pre-Proposal Meeting Sign-In Sheet from July 30, 2008
 - B) Attachment C (Proposal)-NOTE: Please do not make any changes to the format of this document.
 - C) Reference Form- NOTE: Please do not make any changes to the format of this document.
 - D) Paint Standards for the City of Garden Grove
3. The contractor is hereby notified that Addendums No. 1 and 2 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

Issued by:

Sandra Segawa
Purchasing Agent
City of Garden Grove

**S-1030
ATTACHMENT "C"**

PROPOSAL

**THIS SECTION MUST BE COMPLETED AS OUTLINED BELOW AND
RETURNED WITH THE PROPOSAL
PLEASE DO NOT CHANGE THE FORMAT**

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

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

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

RESPONSE

Est. Annual Quantity	Type	Description	Rate (\$)	Total Cost (\$)
3000	Paint	60 sq.ft. or less	\$ 20.00 per site	\$ 60,000.00
1000	Paint	61 sq.ft. to 160 sq.ft.	\$ 30.00 per site	\$ 30,000.00
500	Paint	161 sq.ft. or more	\$ 65.00 per site	\$ 32,500.00
1500		Graffiti/Stickers on Signs	\$ 12.00 per sign	\$ 18,000.00
600	Waterblast	50 sq.ft. or less	\$ 20.00 per site	\$ 12,000.00
100	Waterblast	51 sq.ft. to 150 sq.ft.	\$ 30.00 per site	\$ 3,000.00
100	Waterblast	151 sq.ft. or more	\$ 65.00 per site	\$ 6,500.00
1	Paint	Color-coat 2,000,000 sq ft Block wall	\$ 0.18 per sq.ft.	\$ 360,000.00
		Emergency/After Normal Hours	\$ 2.00 per sq.ft.	

Sandra Segawa

From: gpcla [gpcla@msn.com]
Sent: Tuesday, September 09, 2008 2:58 PM
To: sandras@garden-grove.org
Subject: Graffiti RFP- Price Adjustment

Sandy,

Graffiti Protective Coatings, Inc. best price for the color coating of approximately 2,000,000 square feet of walls is \$0.135 per square foot. This represents a 25% discount from the \$0.18 per square foot.

Kindly call me if you need any clarifications or have additional questions.

Barry Steinhart, General Manager
Graffiti Protective Coatings, Inc.
(213) 591-1153 direct line
(323) 464-4472
(323) 656-3579 fax

9/9/2008