

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

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

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

OBJECTIVE

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

BACKGROUND

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

DISCUSSION

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

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

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SEPTEMBER 24, 2013  
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It was agreed that both companies were qualified to perform the services required. Best and Final Offers were requested on August 20, 2013.

FINANCIAL IMPACT

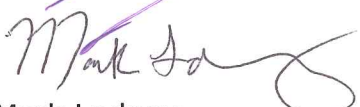
The total amount for the five-year contract is \$636,400. The yearly contract amount shall not exceed \$127,280. The yearly amount is available in the Public Works 2013-14 Budget.

RECOMMENDATION

It is recommended that the City Council:

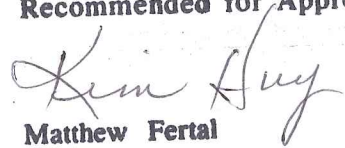
- Approve the Agreement with Graffiti Protective Coatings Inc. in the amount of \$636,400, with \$254,560 allocated for the first two years of the agreement, with three, one (1) year renewal options;
- Authorize the City Manager to execute the agreement and make any minor modifications as appropriate,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

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

By:   
Mark Ladney  
Senior Program Specialist

Attachment: Agreement

**Recommended for Approval**

  
for **Matthew Fertal**  
City Manager

## GRAFFITI REMOVAL AGREEMENT

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

### RECITALS

The following recitals are a substantive part of this Agreement:

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

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

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

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

#### **4. Insurance requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**


By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**Graffiti Protective Coatings, Inc.**

By:  \_\_\_\_\_

Name: Carla Lenhoff

Title: President

Date: 09/09/2013

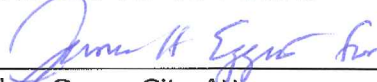
Tax ID No. 95-4348423

Contractor's License: 672447

Expiration Date: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Garden Grove City Attorney

9-12-13  
\_\_\_\_\_  
Date



**ATTACHMENT "A"**  
**RFP NO. S-1120**

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

1.01 WORKING HOURS

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

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

1.02 METHODS OF REMOVAL

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

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

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

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

1.03 MATERIAL, EQUIPMENT AND SUPPLIES

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

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

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

#### 1.04 AUTHORIZATION FOR WORK

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

#### 1.05 EXECUTION OF WORK

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

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

#### 1.06 COMPLETION, VERIFICATION AND APPROVAL OF WORK

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

#### 1.07 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

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

#### 1.08 TARGET ROADWAYS/NEIGHBORHOODS

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

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

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

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

**1.09 WORK BY CITY FORCES DUE TO NONCONFORMANCE OF CONTRACT**

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

**1.10 COLOR COAT OF ALL WALLS FACING ARTERIAL/COLLECTOR STREETS**

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

**1.11 IDENTIFICATION OF VEHICLES**

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

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

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

Calls from the Police Department may require separate invoicing.

**1.13 ENVIRONMENTAL COMPLIANCE**

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

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

#### 1.14 CUSTOMER SERVICE

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

### **GRAFFITI REPORTING SPECIFICATIONS**

<b>Overview</b>
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#### **JOB REPORTING WEB SERVICE**

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

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

#### **The following information will be provided:**

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

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

**RFP No. S-1120**

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

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

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

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

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

**RESPONSE**

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

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