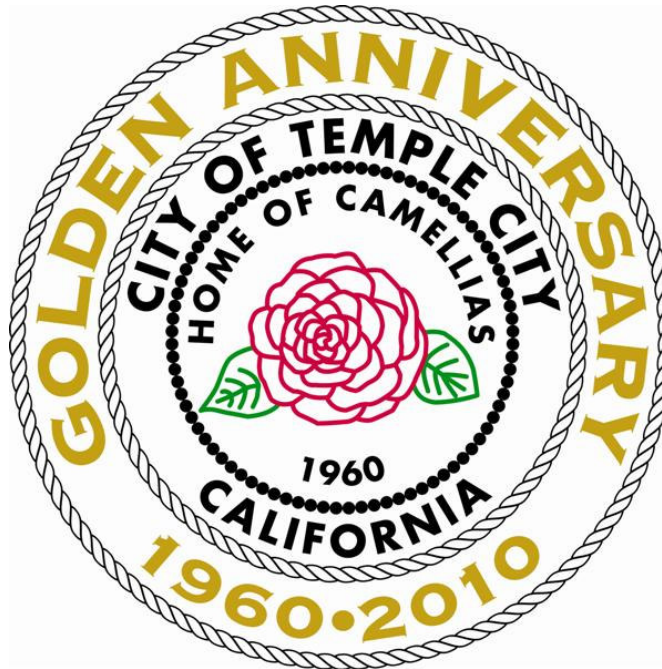


CITY OF TEMPLE CITY
NOTICE INVITING REQUEST FOR PROPOSALS (RFP)
FOR
GRAFFITI REMOVAL SERVICE



SUBMIT PROPOSALS TO:

**CITY OF TEMPLE CITY
ATTN: MARY FLANDRICK, CITY CLERK
C/O: BRYAN ARIIZUMI, PUBLIC SAFETY OFFICER
9701 LAS TUNAS DRIVE
TEMPLE CITY, CA 91780**

DEADLINE TO SUBMIT:

**THURSDAY, SEPTEMBER 30, 2010
6:00 P.M.**

Table of Contents

INTRODUCTION.....3

SCOPE OF SERVICES.....2

- Scope of Work
 - Graffiti Removal
 - Materials and Equipment
 - Schedule of Work
 - Right of Entry
 - Licenses
 - Public Relations and Safety
 - Air and Water Pollution
 - Compliance with Laws
 - Additional Services

NECESSARY QUALIFICATIONS.....6

- Prior Experience
- Staff Qualifications
- Contact Person
- Organization and Staffing

GENERAL CONDITIONS.....6

SUBMITTAL FORMAT AND CONTENT.....8

EVALUATION AND SELECTION PROCESS.....9

- Proposal Review
- Interview
- Professional Services Agreement
- Contract Approval and Execution

ATTACHMENTS

- Attachment 1 – Sample Professional Services Agreement
- Attachment 2 – Declaration
- Attachment 3 – Removal of Graffiti from Public Right-of-Way
- Attachment 4 – Quantity of Equipment Owned
- Attachment 5 – List of References
- Attachment 6 – Schedule of Fees
- Attachment 7 – Removal of Graffiti from Private Property

CITY OF TEMPLE CITY
REQUEST FOR PROPOSALS (RFP)
GRAFFITI REMOVAL SERVICES

INTRODUCTION:

The City of Temple City is centrally located in the west San Gabriel Valley approximately five miles southeast of Pasadena and 13 miles east of downtown Los Angeles. The City is approximately 3.85 square miles and is surrounded by the cities of Arcadia, San Gabriel, El Monte, Rosemead, and unincorporated portions of Los Angeles County. The most recent California Department of Finance and Housing estimate indicates a total population of 34,700. Temple City is predominantly a residential community with over 10,000 residential parcels.

SCOPE OF SERVICES:

The City of Temple City is accepting proposals for graffiti removal services on private and public property within the City limits.

The work to be accomplished under these specifications is the removal of graffiti from various surfaces on private residential, commercial, and industrial structures and City structures within the City. The City's top goal is to have no graffiti visible throughout the City.

SCOPE OF WORK

1. **Graffiti Removal.** Contractor shall furnish at his/her own expense, all labor, equipment and materials necessary for the satisfactory performance of graffiti removal as set forth herein. Contractor shall remove graffiti from all private residential, commercial, and industrial structures, up to forty (40') feet in height. Contractor shall inspect all referrals to determine the method to be used for the graffiti removal. Methods of removal may include water blasting or other pressurized removal systems, matching existing painted surfaces or other eradication procedures as approved by the City. Contractor shall determine the most effective method(s) for removal of the graffiti at each location. The method(s) of removal will vary depending upon the type of graffiti and condition of the surface. Contractor must use care to avoid damages to existing improvements (e.g., buildings, windows, doors, walls, etc.). Existing improvements damaged by the Contractor shall be repaired at Contractor's sole expense to the satisfaction of the City.

2. **Materials and Equipment.**

- a. Contractor shall properly prepare all stucco, masonry, metal, wood, or other exterior surfaces in a manner that will result in an acceptable bonding of the applied paint and deter the visibility of graffiti.
 - b. Contractor shall provide any and all equipment as may be necessary to perform graffiti removal.
 - c. Contractor shall use new and/or recycled water based paint. The City encourages the use of recycled paint in the City.
 - d. All work areas shall be cleaned of all debris, residue and excess paint immediately after completion of work.
 - e. Contractor shall match the existing surface color when painting over or obscuring graffiti whenever possible. Paint shall be neatly feathered in all areas. If residents/businesses request a specific color, Contractor may provide labor as long as paint has been provided by the resident/business.
 - f. Contractor shall photographically document all locations prior to removal of graffiti and shall maintain said photographs. Photographs will be available to the City upon request. The City prefers a web based photo system that updates in real time while in the field.
3. **Schedule of Work.** Contractor shall maintain regular operating or working hours between 7:30 a.m. and 5:30 p.m., Monday through Friday. Contractor shall remove all graffiti in accordance with requests for service by the City within 48-hours notice or approval from the City. Graffiti that is determined to be obscene or contains vulgarity or profanity shall be removed within 4 hours of the request for services. This emergency service shall be available at all times, including and during non-regular working hours. Contractor shall provide the City with a special after-hours telephone number to report said emergencies.

Contractor shall also survey the City for graffiti as specified by the City.

4. **Right of Entry.**
 - a. **Private Property.** Authorization shall be secured from the property owner or authorized agent to enter onto private property and perform graffiti removal services. The Contractor and/or City must obtain written approval to enter and release of liability prior to starting the graffiti removal.
 - b. **Public Right-of-Way Property.** Authorization shall be given by the Community Development Department for the removal of graffiti on public property.

- c. Commercial Signage.** Graffiti found on commercial signage shall only be removed with the owner's/occupant's specific, written approval and with the owner's/occupant's understanding that the Contractor is not responsible, under this contract, for replacing any original lettering, pictures, etc., on a commercial sign. With the owner's/occupant's approval, the Contractor shall proceed with diligence to remove the graffiti with as little damage to the commercial sign as possible.
5. **Licenses.** Contractor is required to have in full force and affect all licenses and permits required by the applicable laws to perform graffiti removal services within the City of Temple City. Contractor must possess and maintain a valid State of California C-33 Painting License and a State of California C-61 D38 Sand/Water Blasting License during the term of the contract. Contractor shall obtain a Temple City Business License during the term of the contract.
6. **Public Relations and Safety.** Contractor shall at all times conduct his/her services with the utmost respect to the public. All employees of the Contractor shall wear clean clothing in the performance of their duties and equipment shall be cleaned and maintained in a safe operating manner. All equipment shall be subject to inspection by the City at any time. All personnel shall wear appropriate safety gear at all times while removing graffiti in Temple City.
7. **Air and Water Pollution.** The Contractor shall be required to conform to all current regulations of the South Coast Air Quality Management District (AQMD). The Contractor is also required to adhere to the provisions of the Federal Clean Water Act as regulated by the U.S. Environmental Protection Agency (EPA) in Code 40, Code of Federal Regulations (CFR) Parts 122, 123, 124, the Porter-Cologne Act (California Water Act), and the National Pollutant Discharge Elimination System (NPDES) requirements. Suitable Best Management Practices (BMPs) shall be applied to prevent any chemical, debris or any non-stormwater discharges from being entering the storm drain system (storm drains and gutters).
8. **Compliance with Laws.** Contractor, its agents, and employees shall comply with all laws, ordinances, rules and regulations of the Federal, State, the County of Los Angeles, the City of Temple City and all governing bodies having jurisdiction applying to work done under the agreement.
9. **Additional Services.** Contractor is requested to power wash all sidewalks in the commercial areas designated by the City once a month. Power washing shall occur during the early morning hours, prior the businesses opening.

Contractor shall be expected to expand on the above-noted tasks where appropriate, and provide suggestions which might lead to efficiencies and enhance the services for graffiti removal.

NECESSARY QUALIFICATIONS

In the Contractor selection process, Temple City seeks the following qualifications:

1. **Prior Experience.** The selected firm must have demonstrated experience in providing the services described under the Scope of Services. Substantiation must be provided regarding the nature of services provided to the client cities or agencies. At least three references of cities served within the past five (5) years must be provided.
2. **Staff Qualifications.** Staff assigned to complete the Scope of Services must have previous experience in providing the necessary services as described under the Scope of Services. All personnel assigned to the work must possess appropriate certifications, licenses, or registrations as required by State agencies.
3. **Contact Person.** The selected firm will be required to identify the person who will be the primary contact person who is authorized to assign the firm's staff to specific projects. Other staff or sub-contractors may be identified as the specialist in the specific areas or for specific tasks. These individuals must, within reasonable limitations, be accessible to City staff during business hours (currently Monday through Friday, 7:30 a.m. to 6 p.m.).
4. **Organization and Staffing.** Proposing firms shall provide a description of key staff and sub-contractors, if any, and their relationship with City operations. Specifically show how the proposed organization and staffing will provide the City with the quantity and quality of service needed to meet the City's needs.

GENERAL CONDITIONS

1. The City of Temple City shall not be liable for any pre-contractual expenses incurred by any contractor, nor shall any firm include such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred by a proposal and negotiating any terms with the City.
2. The City reserves the right to withdraw this RFP at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services will be made to the firm best qualified and responsive in the opinion of the City.
3. Proposals may, at the City's option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or

irregularities of any kind. The City reserves the right to reject any and all proposals. The City expressly reserves the right to postpone submittal opening for its own convenience and to reject any and all submittals responding to this Request for Proposals.

4. The selected firm must agree to indemnify, hold harmless and defend the City, its officers, agents and assigns from any and all liability or loss resulting from any suits, claims or actions brought against the City which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.
5. The selected firm, shall at its own cost and expense, procure and maintain general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and annual aggregate, one million dollars (\$1,000,000) per person and two hundred thousand dollars (\$200,000) property damage. Consultants shall also obtain professional liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and annual aggregate. Such insurance shall be procured from an insurer authorized to do business in California and approved in writing by the City. The City shall be named as an additional insured. In addition, the consultant and sub-contractors, if any, shall obtain workers' compensation insurance covering all its employees as required by law. Throughout the term of the contract, the consultant shall deliver to the City satisfactory evidence that the insurance has been renewed and that the required premiums have been paid. Insurance covering liability arising from any error, omission or negligent act of the consultant, its officers, or employees with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in aggregate.
6. The selected firm will be required to comply with all existing State and Federal labor laws including the applicable to equal opportunity employment provisions.
7. The City reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.
8. The selected firm shall not sublet any portion of the agreement with the City without express written permission of the City Manager or his designated representative.
9. No discrimination shall be made in the employment of persons because of the race, color, or religion of such persons, and every bidder in violation of this section is subject to all penalties imposed for a violation of Chapter 1 of Part VII, Division 2 of the Labor Code, in accordance with the provisions of Section 1753 thereof.

10. The City reserves the right to review and approve the qualifications of subcontracting firms or persons. Substitutions, which are not approved, are considered sufficient grounds for termination of contract.
11. The City or any of its duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time and work records, employment records or other records relating to employment. Such material, including all pertinent cost accounting, financial records and proprietary data, will be kept and maintained by the firm for a period of at least four years after completion of a firm's performance unless the City's written permission is given to dispose of same prior to that time.
12. All responses to this Request for Proposals (RFP) shall become the property of the City of Temple City and will be retained or disposed of accordingly.
13. No amendments, additions, or alternates shall be accepted after the submission date and time.
14. All documents, records, designs, and specifications developed by the selected firm in the course of providing services for the City of Temple City shall be the property of the City. Anything considered to be proprietary should be so designated by the firm.
15. Acceptance by the City of any proposal submitted pursuant to this Request for Proposal shall not constitute any implied intent to enter into a contract for services.
16. The City reserves the right to issue written notice to all participating firms of any change in the proposal submission schedule should the City determine, in its sole discretion, that such changes are necessary.

SUBMITTAL FORMAT AND CONTENT

1. The submittal should be typed and as brief as possible while adequately describing the qualifications of the firm.
2. Proposals are to be submitted in the same envelope, clearly marked with the firm's name, address and phone number. Only one proposal per firm will be considered.
3. The proposing firm shall submit the following information with the package, including the same information on subcontractors, in the following format:
 - a. **Cover Letter.** In no more than two (2) pages, the firm should provide the name, address and phone number of the consultant, the primary contact

name and phone number, any qualifying statements or comments regarding the proposal and identification of any sub-consultants and their responsibilities. The signed letter should also include a paragraph stating that the firm is unaware of any conflict of interest in performing the proposed work.

- b. **Qualifications.** This portion should include a description of the qualifications of the assigned staff and sub-contractors, relevant technical experience, and the availability of the staff for the services provided. After selection of a firm by the City, no substitution of key staff or sub-contractors may occur without the written approval of the City.

A list of related projects should be included with the name of the contact person and the telephone number for which the firm has recently or currently provides services as outlined under the Scope of Work.

- c. **Scope of Work.** The firm shall describe the proposed work by task, including any tasks to be performed by sub-contractors.
- d. **Project Fee.** Proposing firms must submit a proposal that includes a schedule of fees for all pertinent aspects of the project, and a “not to exceed” amount for reimbursables.
- e. **Acceptance of Conditions.** This section will be a statement offering the firm’s acceptance of all conditions listed in the Request for Proposal document. Any exceptions or suggested changes to the RFP or any contractual obligations, including the suggested change, the reasons therefore and the impact it may have on cost or other considerations on the firm’s behalf must be stated in the proposal. Unless specifically noted by the firm, the City will assume that the proposal is in compliance with all aspects of the RFP.

EVALUATION AND SELECTION PROCESS

Selection will follow these steps:

1. **Proposal Review:** Each proposal will be reviewed to determine if it meets the RFP requirements. Failure to meet the requirements of the RFP will be cause for rejection. The City will consider the following in selecting a contractor:
 - Response to requested Scope of Services and this RFP;
 - Professional reputation;
 - Experience of Contractor;
 - Qualifications;
 - Type and amount of equipment;

- Number and experience of personnel;
 - References provided; and
 - Costs
2. **Interview:** Firms will be interviewed by an oral board.
 3. **Professional Services Agreement:** The City Manager will request a professional services agreement subject to negotiation of precise work program, terms of payment and other City requirements from the firm found most qualified. Nothing in this RFP should imply a contractual obligation for employment.
 4. **Contract Approval and Execution:** The agreement will be presented to the City Council for approval and execution by the City Manager.

Please submit **five (5) copies** of the proposal no later than **6 p.m. on September 30, 2010** to:

City of Temple City
9701 Las Tunas Drive
Temple City, CA 91780
Attn: Mary Flandrick, City Clerk
C/O: Bryan Ariizumi, Public Safety Officer

Postmarks will not be accepted.

AGREEMENT FOR
Graffiti Removal Services

Between

THE CITY OF TEMPLE CITY,

a municipal corporation

and

Name of Company

a (type of business)

Dated

AGREEMENT FOR GRAFFITI REMOVAL SERVICES

This Agreement for Graffiti Removal Services (“Agreement”) is entered into as of the date referenced on the cover page (“Effective Date”) between the CITY OF TEMPLE CITY, a charter law city and municipal corporation (“City”) and the CONTRACTOR designated on the cover (“Contractor”) (collectively the “Parties”). In consideration of the mutual promises and covenants made by the parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 **Contractor Services.** Subject to the terms and conditions of this Agreement, Contractor agrees to perform for City those graffiti removal services specified in the Scope of Services attached hereto and incorporated herein by reference as Exhibit “A” [“Services”]. Contractor agrees to furnish, for the compensation provided for herein, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform and complete the Services. Contractor agrees to perform the Services in accordance with all applicable local, state and federal laws, rules and regulations and in accordance with applicable standards, specifications, and general conditions adopted by City. Contractor agrees that all work must be of good and workmanlike quality and shall be subject to inspection and approval by City. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, consultants and other staff at all reasonable times.

1.2 **Extra Work.** Contractor shall not be compensated for any work or services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in the Scope of Services (“Extra Work”) except as expressly provided for herein. It shall be Contractor’s responsibility to ensure that the scope and price of any Extra Work to be performed by Contractor is approved by City in writing in advance of Contractor’s commencement of such work. City shall not be obligated to pay for or otherwise be liable for unauthorized Extra Work performed by Contractor.

1.3 **Schedule of Performance & Term.** Contractor agrees to diligently perform and complete the Services in accordance with the Schedule of Performance attached hereto and incorporated herein by reference as Exhibit “B” [“Schedule of Performance”]. Modifications of the Schedule of Performance must be agreed upon in writing in advance by the authorized representative of the parties. The term of this Agreement shall be for one (1) year from and after the effective date, unless expressly provided to the contrary in the Scope of Services, and subject to early termination as provided for in Section 11 [Termination] of this Agreement. The term may be extended by the mutually agreement of the parties memorialized in writing. City authorizes its City Manager, or his/her designee, to agree to reasonable modifications of the Schedule of Performance and to extensions of the Term, provided such modifications and extension do not require additional compensation exceeding the City Manager’s authority under City’s purchasing ordinance.

1.4 **General Warranty.** Contractor warrants all Services under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Services) to be of good quality and free from any defective or faulty material and workmanship. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Services, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether or not such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City.

1.5 **Repair of Defects.** Contractor agrees that for a period of one (1) year from and after final acceptance of the Services, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later, Contractor shall within ten (10) Days after being notified in writing by City of any defect in the Services or non-conformance of the Services, commence and prosecute with due diligence all work and services necessary to fulfill the terms of the warranty at his sole cost and expense. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work, facilities, fixtures, or materials damaged by its defective work services or which becomes damaged in the course of repairing or replacing defective work or services. For any work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as City may require to verify that any corrective actions are adequate to remedy the defective condition. In the event that Contractor fails to perform its obligations under this Section to the reasonable satisfaction of City, then City shall have the right to correct and replace any defective, non-conforming, or damaged work or services at Contractor's sole expense. Contractor shall be obligated to fully reimburse City for any expenses incurred hereunder upon demand.

1.6 **Contractor's Representative.** Contractor hereby designates the representative named in Exhibit "D" ["Representatives"], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT

2.1 **Compensation.** City shall pay to Contractor for non-disputed Services rendered the compensation set forth in Exhibit "C" [Compensation] attached hereto and incorporated herein by reference. Total compensation shall not exceed the total price or "not to exceed" amount set forth in Exhibit "C" without the prior written approval of City. City authorizes its City Manager, or his/her designee, to approve additional compensation for Extra Work as may be approved under Section 1 above, provided such additional compensation, in the aggregate, does not exceed the City Manager's authority under City's purchasing ordinance.

2.2 Payment of Compensation. Contractor shall submit periodic (monthly or quarterly as specified by City in Exhibit “C”) invoices together with an itemized statement of Services provided. The statement shall describe the Services provided, the percent of work complete by item, together with such other reasonable detail and supporting documentation as may be required by the City Manager, or his/her designee. City will review the statement and pay, with the exception of any charges for work performed or expenses incurred by Contractor which are disputed by City, within 30 days of receiving such statement, all approved charges thereon. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defect in work performed by Contractor.

SECTION 3. RESPONSIBILITIES OF CONTRACTOR

3.1 Control and Payment of Subordinates; Independent Contractor. Contractor agrees that all Services shall be performed by Contractor or under its supervision. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under the Contractor’s exclusive direction and control. Contractor will determine the means, methods and details of performing the Services subject to the requirement of this Agreement. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Neither Contractor, nor any of Contractor’s officers, employees or agents, shall obtain any rights to retirement, healthcare or any other benefits which may otherwise accrue to City’s employees. Contractor expressly waives any claim Contractor may have to any such rights.

3.2 Standard of Care & Licenses. Contractor agrees that all Services shall be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it, its employees and subcontractors shall have sufficient skill and experience to perform the Services and that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained in good standing throughout the term of this Agreement.

3.3 Required Corrections. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor’s failure to comply with the standard of care provided for herein.

3.4 Law and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services.

3.5 **Safety.** Contractor shall perform the Services, and maintain its work area, so as to avoid injury or damage to any person or property and shall otherwise exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.6 **Labor Code and Prevailing Wage Requirements.**

3.6.1 Apprenticeable Crafts. To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

3.6.2 Hours of Work. Contractor shall comply with the legal days work and overtime requirements of Section 1813 Labor Code.

3.6.3 Payroll Records. In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

3.6.4 Prevailing Wage Laws. Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “Public Works” and “Maintenance” projects. If the Services are being performed as part of an applicable “Public Works” or “Maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Notwithstanding the foregoing, the parties agree that because CITY is a Charter City, and the Services provided are local in nature and of municipal concern, Sections 1720, et seq., and 1770, et seq., shall not apply.

3.7 **Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.8 **Unauthorized Aliens.** Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein.

SECTION 4. INDEMNIFICATION

4.1 **Indemnity.** Except as to the sole negligence, active negligence, gross negligence or willful misconduct of the Agency or City, Contractor expressly agrees to, and shall, indemnify, defend, release, and hold the Agency, the City, and their respective officials, officers, employees, agents, and contractors harmless from and against any Action, liability, loss, damage, entry, judgment, order, lien, and Costs and Expenses which arises out of, or are in any way related to, any act or omission of Contractor, or its officers, directors, employees, agents, or contractors, connected with the performance under this Agreement, notwithstanding that the Agency and/or City may have benefited therefrom, or any challenge to this Agreement. This Section shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor's officers, directors, employees, agents and contractors, including but not limited to acts or omissions in any way related to, the release, treatment, use, generation, transportation, storage, or disposal in, on, under, to, or from the location at which work under this Agreement is performed of any Hazardous Substances by Contractor or its officers, directors, employees, agents, and subcontractors. The Parties expressly agree that any payment, or Costs and Expenses the City incurs or makes to, or on behalf of, an injured employee under the City's self administered workers' compensation, is included as a loss or Costs and Expenses for the purpose of this Section. The City shall not be responsible for any acts, errors or omissions of any person or entity except the City and their respective officers, agents, servants, employees or contractors. The Parties expressly agree that the obligations of Contractor under this Section shall survive the expiration or early termination of the Agreement.

4.2 **Action.** For purposes of this Agreement, "Action" shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument which is a prerequisite or prelude to commencement of the Action.

4.3 **Costs and Expenses.** For purposes of this Agreement, "Costs and Expenses" shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a party in good faith in the investigation, prosecution or defense of an Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other costs or expenses, the award of which a court of competent jurisdiction may determine to be just and reasonable.

4.4 **Hazardous Substances.** For purposes of this Agreement, "Hazardous Substances" shall mean any and all of the following:

a. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act

(“CERCLA”), 42 U.S.C. §9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.*; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C.S. §2601, *et seq.*; the Clean Water Act, 33 U.S.C. §1251, *et seq.*; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. §136, *et seq.*; the Superfund Amendments and Reauthorization Act, 42 U.S.C. §6901, *et seq.*; the Clean Air Act, 42 U.S.C. §7401, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. §6901, *et seq.*; the Surface Mining Control and Reclamation Act, 30 U.S.C. §1201, *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §§655 and 657; the Hazardous Waste Control Act, California Health and Safety Code (“H.&S.C.”) §25100, *et seq.*; the Hazardous Substance Account Act, H.&S.C. §25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. §25249.5, *et seq.*; the Underground Storage of Hazardous Substances, H.&S.C. §25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. §25300, *et seq.*; the Hazardous Waste Management Act, H.&S.C. §25170.1, *et seq.*; the Hazardous Materials Response Plans and Inventory, H.&S.C. §25001, *et seq.*; the Porter-Cologne Water Quality Control Act, Water Code §13000, *et seq.*, all as they may from time to time be amended; and

b. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature.

SECTION 5. RECORDS AND DOCUMENTS

5.1 Accounting Records.

5.1.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. All such records shall be clearly identifiable.

5.1.2 Inspection and Copying. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. At no cost to City, Contractor shall provide copies of such documents or records directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor’s address indicated for receipt of notices in this Agreement.

5.2 **Ownership of Documents.** All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents

prepared, developed or discovered by Contractor in the course of providing any services pursuant to the Agreement shall become the sole property of City and may be used, reused or otherwise disposed of the City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents

SECTION 6. INSURANCE

6.1 Maintenance of Insurance. Prior to the beginning of and throughout the term of this Agreement Contractor will maintain insurance in conformance with requirements established by City’s Purchasing Officer, Finance Director or Risk Manager for the type of Services being performed. Contractor acknowledges that prior to the effective date of this Agreement, City provided to Contractor the applicable insurance requirements, a copy of which are attached hereto as Exhibit “F” (“Insurance”). Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits provided by City constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City.

6.2 Additional Insureds. Contractor agrees to have its insurer include as additional insureds City, its officials, employees and agents, under such policies, and using such forms as may be, identified by the City’s Purchasing Officer, Finance Director or Risk Manager. Contractor also agrees to require all contractors, and subcontractors to do so likewise.

6.3 Proof of Insurance to City. Proof of compliance with the insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and such additional insured endorsements as have been required to Contractor’s policies shall be delivered to City concurrently with Contractor’s execution of this Agreement, but in no event later than the Effective Date of this Agreement.

6.4 Subcontractors Insurance. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

6.5 Modification of Insurance Provisions. City authorizes City Manager to make, upon the written concurrence of the Finance Director or Risk Manager, reasonable amendments to the insurance requirements provided by City to Contractor under Section 6.1 of this Agreement, after considering the Scope of Services, potential liabilities, and the required level of insurance to adequately protect the City from risk liability.

SECTION 7. BONDS

Section intentionally deleted. No bonds necessary for these services.

SECTION 8. TERMINATION.

8.1 **Termination by City.** City may, by written notice to Contractor, terminate with or without cause, and without any prior notice of default or right to cure by Contractor, the whole or any part of this Agreement at any time and by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least three (3) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those non-disputed Services, which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

8.2 **Termination by Contractor.** Contractor may, by written notice to City, terminate this Agreement based upon City's failure to timely cure a default under this Agreement as provided herein. At least forty-five (45) days prior to termination, Contractor shall provide City with a written notice specifying City's alleged default and providing City with a forty-five (45) day period to cure the default. Should City timely cure such default, the Agreement shall continue. Should City failure to timely or adequately cure such default, Contractor may terminate this Agreement by issuance of written notice to City.

SECTION 9. GENERAL PROVISIONS

9.1 **Assignment or Transfer.** Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

9.2 **Loss and Damage.** Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City.

9.3 **Excusable Delays.** Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance of failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

9.4 **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of the Agreement.

9.5 **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, located in Los Angeles, California.

9.6 **Integration.** This Agreement, including the attached Exhibits “A” through “F”, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

9.7 **Severability.** If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

9.8 **Prohibited Interests.** Contractor represents and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

9.9 **Amendments.** No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the City and the Contractor. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.10 **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

9.11 **Delivery Of Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be given to the respective parties at the addresses listed in Exhibit “D”, or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and address to the part at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

9.12 **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.13 **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party or any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

9.14 **Attorneys Fees, Costs And Expenses.** In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, Costs and Expenses, in addition to any other relief to which it may be entitled.

9.15 **Subcontracting.** Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

9.16 **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

Authority To Execute. The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF TEMPLE CITY

By _____
City Manager

APPROVED AS TO FORM:

City Attorney

CONTRACTOR:

By _____
(Authorized Officer)

Title _____

Print Name

Phone

EXHIBIT “A” SCOPE OF SERVICES

EXHIBIT “B” SCHEDULE OF PERFORMANCE

EXHIBIT “C” COMPENSATION

City of Temple City
RFP – Graffiti Removal Services
September 2010
Page 25

EXHIBIT “D” REPRESENTATIVES

City of Temple City
_____ Department
9701 Las Tunas Drive
Temple City, California 91780
Attn:

Facsimile: (626) 285-8192

CONTRACTOR

Address
City, State, Zip
Attn:

EXHIBIT “E” BONDS REQUIRED

None Required

EXHIBIT “F” INSURANCE

CONTRACTOR shall not commence work under this contract until CONTRACTOR shall have obtained all insurance required by this Agreement and such insurance shall have been approved by the CITY as to form, amount, and carrier; nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

- (a) COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain during the life of this contract, Worker’s Compensation Insurance for all of CONTRACTOR’s employees employed in connection with this Agreement; and if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this contract is not protected under any Workers’ Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify CITY for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.
- (b) COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE – CONTRACTOR shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations hazard, comprehensive general liability and contractual general liability insurance as shall protect CITY, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR’s or any subcontractor’s operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be as follows:
- (1) Public Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
 - (2) Products/Completed Operations Hazard Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
 - (3) Comprehensive Automobile Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);

- (4) Contractual General Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth hereinabove.

- (c) PROOF OF INSURANCE – The insurance required by this AGREEMENT shall be with insurers which are Best A rated, and California Admitted or better. The CITY of Temple City shall be named as “additional insured” on all policies required hereunder, and CONTRACTOR shall furnish CITY, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days’ prior notice of the cancellation of any policy during the effective period of the contract.
- (d) NOTICE TO COMMENCE WORK – The CITY will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this contract until CONTRACTOR has provided to the CITY the proof of insurance as required by subparagraph (c) of this article.

**PROPOSAL
GRAFFITI REMOVAL
DECLARATION**

Pursuant to the Notice inviting proposals for the above described work, the undersigned as a Contractor, declares that he/she has carefully examined the proposed described work and that he/she has read and examined the contract documents and is familiar with all proposal requirements and hereby proposed and agrees, if the proposal is accepted by the City of Temple City, that within ten (10) days, excluding Saturdays, after written notice of aware of contract is mailed to Contractor, Contractor will execute and deliver to the City Clerk the contract form provided in the contract documents, the insurance certificates and the special endorsements required therein in a form approved by the City Attorney. Contractor will also furnish all labor, materials and services necessary to perform and complete all work required by the contract documents and all addenda thereto issued by the City of Temple City prior to the receipt of the proposals, for the above described work for the lump sum or unit price set forth in the proposals schedule which is attached hereto and by this reference is incorporated herein.

Said Contractor further agrees to complete all work required under the contract within the time stipulated in said contract documents and to accept in full payment therefore the price in the Proposal Schedule.

Dated: _____

Name of Contractor _____
(Complete Corporate, Partnership, Fictitious or Sole Proprietorship Name)

By: _____
(Signature)

Name Printed: _____

Title: _____
(Proof of authority to bind Contractor must be submitted with proposal)

Address: _____

Telephone: _____

REMOVAL OF GRAFFITI FROM PUBLIC RIGHT OF WAY:

Examples of items in the public right of way that could require removal of graffiti include but are not limited to utility control boxes, stop signs and other City-owned signage, tree, block walls, park benches, light standards/utility poles, utility boxes, wooden fences, curbs, waste containers, traffic signs and guard rails. In addition, play equipment at City parks may also be included.

Often several items are tagged within a short distance; (example 3 signs within 20 feet of each other). Please define for us what a location would be in terms of removal of graffiti for your company, i.e., so many items within a location or within so many feet of a location. _____

If different methods are used within the same location, would separate location minimums be charged for each method? Yes No

LIST QUANTITY OF FOLLOWING EQUIPMENT OWNED:

	<u>Equipment</u>	<u>Quantity</u>
1.	Sandblasters	_____
2.	Airless Sprayer	_____
3.	Trucks	_____
4.	Water Blasting Equipment	_____
	Model of Water Blaster	_____
	PSI_____	Temperature_____
	Use Baking Soda	Yes No
	Use Sand	Yes No
5.	Others _____	_____

CITY OF TEMPLE CITY
References

SUBMIT SEPARATELY A LIST OF ALL CONTRACTS IN FORCE AS OF THIS DATE:

1. City of _____
Telephone _____
Contact Person _____
Contract Amount \$ _____
Check one box below:
Annual Contract Bid Project

2. City of _____
Telephone _____
Contact Person _____
Contract Amount \$ _____
Check one box below:
Annual Contract Bid Project

3. City of _____
Telephone _____
Contact Person _____
Contract Amount \$ _____
Check one box below:
Annual Contract Bid Project

4. City of _____
Telephone _____
Contact Person _____
Contract Amount \$ _____
Check one box below:
Annual Contract Bid Project

5. City of _____
Telephone _____
Contact Person _____
Contract Amount \$ _____
Check one box below:
Annual Contract Bid Project

SCHEDULE OF FEES

Please provide a complete schedule of graffiti removal fees by all methods available for use by the consultant including but not limited to sandblasting, water blasting, painting, chemical/solvent removal, etc.

Please complete the following:

REMOVAL OF GRAFFITI FROM PRIVATE PROPERTY:

Using the contractor’s complete schedule of graffiti removal fees, please enter the cost per location for each of the following graffiti removal methods.

Type	Minimum Cost	Additional Cost Over Minimum Cost
Sandblasting	\$ _____ For _____ sq. ft	\$ _____ /sq. ft.
Water blasting	\$ _____ For _____ sq. ft	\$ _____ /sq. ft.
Water blasting with baking soda	\$ _____ For _____ sq. ft	\$ _____ /sq. ft.
Painting – “matching paint”	\$ _____ For _____ sq. ft	\$ _____ /sq. ft.
Chemical/Solvents	\$ _____ For _____ sq. ft	\$ _____ /sq. ft.
Other (describe): _____	\$ _____ For _____ sq. ft	\$ _____ /sq. ft.

Please complete the following schedule of fees:

		Cost per sq. ft.	Charged in increments of	Minimum Charge per location
A.	Non-Porous Surface			
B.	Painted Surface			
C.	Porous Surface			
D.	Emergency Call Out			

Definitions of the terms used above:

Non-Porous Surface	Glass windows, mirrors, metal, street signs, poles, baked enamel, traffic control boxes, etc.
Painted Surface	Previously painted surfaces such as stucco, block walls, tilt ups, fences, etc.
Porous Surface	Natural unpainted surfaces such as block walls, concrete walls, curbs, sidewalks, etc.
Emergency Call Out	Sending a work crew out of schedule.

Please complete the following schedule of fees for sidewalk power washing services:

Cost per square foot or Cost per linear foot	Charged in increments of	Minimum charge per location