

Graffiti Abatement Services Contract

Graffiti Abatement Services Contract

This contract for graffiti abatement services (the "Contract" or the "Terms and Conditions of Service") is made and entered into as of the September 1, 2011, by and between the City of West Covina, California ("City"), a municipal corporation organized and existing under the general laws of the State of California, and Tymeline Technology (together with its successors and permitted assigns, "Contractor"), a California sole proprietorship, said entities collectively referred to hereinafter as "Parties".

Witnesseth:

WHEREAS, the City has determined to remove the blight of graffiti from all structures, walls, and surfaces, including bridges, utility poles, and other structures on private and City-owned property within its boundaries, hereinafter referred to as "Project", and

WHEREAS, graffiti is defined in the West Covina Municipal Code (15-98); and

WHEREAS, Pursuant to City of West Covina Purchasing Specification 0611-A dated 06-06-11, the City requested competitive proposals for graffiti abatement services, and the Contractor submitted a proposal hereto. The general principles, terms, and conditions contained in the City's proposal are to be incorporated into this Contract, and

WHEREAS, the City and Contractor have discussed the scope of services and agreed that these Terms and Conditions of Service contained herein shall govern the Project hereinafter described; and

WHEREAS, the Contractor has the necessary skills, qualifications, and other licenses required by law to perform the services required under this Contract in connection with said Project; and

WHEREAS, the City Council at a regular meeting held on the 19th of July, 2011, authorized the Police Department Chief and the City Clerk to execute this contract;

NOW, THEREFORE, it is hereby agreed by and between Parties that:

Article I. DEFINITIONS

The following terms included in this Contract shall be defined as follows:

- 1.1 "Contractor" shall mean Tymeline Technology., a California sole proprietorship, located at 6765 Groves Court, Chino, CA 91710.
- 1.2 "City shall mean the City of West Covina, a municipal corporation organized and existing under the general laws of the State of California, located at 1444 W. Garvey Avenue South, West Covina, California, 91790, and as represented by the Police Department Chief, or his designee.
- 1.3 "City Council" shall mean the City Council of the City of West Covina.
- 1.4 "Services" shall mean services to be performed by the Contractor pursuant to this Contract.
- 1.5 "Satisfactory" shall mean satisfactory in the judgment of the Police Department Chief, or his designee, of the City of West Covina.
- 1.6 "Special Services" shall mean those special service requests made by the Police Department Chief, or his designee, of the City of West Covina.
- 1.7 "Graffiti site" shall mean any graffiti within the City as defined by West Covina Municipal Code (15-98), including any unauthorized inscription, symbol, design, and/or configuration of letters and/or numbers written, drawn, scribed, etched, marked, painted, stationed, stuck on or adhered by any means whatsoever, to any surface whether publicly or privately owned, including but not limited to, trees, signs, mailboxes, poles, fixtures, utility boxes, trash containers, walls, windows, roofs, paths, fences, walks, sidewalks, streets or pavement, under/overpasses, tunnels, bridges, trestles, drainage facilities, buildings and/or the interior or exterior of any other structure or surface; which is not specifically excluded from this Contract.
- 1.8 "City Traffic Signs" shall mean those signs defined by the Manual of Uniform Traffic Control Devices and as determined by the City Engineer. This is not meant to exclude the post or mounting of any sign.
- 1.9 "Response Time" shall mean the period from when graffiti is reported, to the hotline or Contractor, and until said graffiti is thoroughly abated, as deem Satisfactory.
- 1.10 "City Property Graffiti Matrix" shall mean that document attached hereto as Exhibit "A", which lists sites within the City that are known to require routine removal of graffiti. This document shows the City minimum requirement for graffiti abatement response to these locations. It is imperative that all locations listed on said document are inspected and thoroughly abated of graffiti on the frequency basis listed, regardless of phone call or other reports.

Article II. SCOPE OF SERVICE

2.1 Graffiti Abatement Sites

Potential graffiti site locations include ALL public, private, and commercial property within the city limits of the City of West Covina, including those listed in the "City Property Graffiti Matrix," and others, including but not limited to, such areas as roofs, alleys, paseos, remote areas of City parks, etc. This would include graffiti sites within City limits that may need to be accessed from private, public, commercial, County-owned, unincorporated, or any other property.

a) Exceptions:

- 1) City traffic signs
- 2) City facility construction sites
- 3) Freeway mainlines (including On and Off ramps)
- 4) Cal Trans areas
- 5) Unincorporated areas
- 6) The inside of any Los Angeles County flood control channel (this does not exclude sites within City limits that need to be accessed from County access roads)

2.2 Graffiti Hotline Procedures and Use

A 24-hour local or toll-free phone number will be maintained by the City for receiving reports of graffiti sites needing abatement. The hotline will consist of a voicemail message system. The City reserves the right to monitor the hotline reports and to audit/monitor the timeliness of responses to hotline calls. The contractor shall also check for reported graffiti on the City's web site, graffiti@wcpd.org.

a) Incoming Graffiti Reports

The voicemail message system will include a message from the City asking the public to provide in detail the graffiti site's address, physical/visual description, and surface upon which the graffiti is located.

b) Retrieval of Graffiti Reports

It shall be the responsibility of the Contractor to retrieve messages on a timely and regular basis. The City shall furnish to the Contractor the procedure and passcode for message retrieval.

2.3 Graffiti Site Documentation

The Contractor shall be required to complete and submit to the City the following documentation of graffiti abatement sites:

a) Work Orders

A work order does not need to be completed for each site. For billing purposes, the contractor will use the monthly number of sites removed as listed by the graffiti tracking software. To ensure credit for the work completed, it is imperative that each graffiti site be properly photographed prior to removal.

b) Declaration of Authority and Wavier of Liability Form

The Contractor shall obtain a signed Declaration of Authority and Wavier of Liability Form from the responsible party/property owner(s) before entering private property for graffiti abetments purposes.

i. Exhibit "B" attached hereto, is the declaration of Authority and Wavier of Liability Form.

ii. The Contractor shall notify the Police Chief or his designee immediately of any case where the responsible party/property owner(s) refuse to sign or has not responded to the Declaration of Authority and Wavier of Liability Form. These cases will be referred to the City's Community Enhancement Division for enforcement.

iii. The process of obtaining signed Declaration of Authority and Wavier of Liability Forms shall not relieve the Contractor of the response time obligation for graffiti abatement. If the Contractor believes that this process will impact their abatement response time obligation, the contractor shall inform the city immediately in writing with an expected time frame for abatement not to exceed two (2) weeks.

iv. Completed and signed copies of the Declaration of Authority and Wavier of Liability Form shall become the sole property of the City of West Covina.

2.4 Method for Graffiti Abatement and Rehabilitation of Graffiti Site:

Contractor shall provide continued, ongoing abatement of all graffiti sites as defined in this Contract and throughout the term of this Contract. The method for graffiti abatement shall include use of the most updated graffiti abatement technology and abatement techniques available, or other techniques as approved by the City so as not to damage the surface of the graffiti site.

Graffiti resistant sealants shall be used in high frequency graffiti locations and/or where applicable and prudent. Methods of graffiti abatement may include the following suggestion:

(a) Painted Surfaces

Apply adequate coats of matching color and matching quality paint to remove graffiti from painted surfaces of stucco walls, wood walls, wood fences, concrete walls, curbs, sidewalks, signs (other than City Traffic Signs), bridges, utility poles, and other structures.

- i. All paint used to cover existing painted surfaces shall be compatible with the underlying paint and shall be of equal or greater quality. Paint color and quality matching shall be Satisfactory. A patchwork look is to be avoided. Mismatched paint shall be redone at no additional cost to the City.
- ii. To promote uniformity, painted walls with obvious adjacent patchwork or graffiti within 3-5 feet of each other shall be painted over with a matching color.

(b) Unpainted Surfaces

Unpainted surfaces, including various surfaces noted above and those not listed, shall not be painted over to remove graffiti. Abatement of graffiti from unpainted surfaces shall use the most updated graffiti abatement technology available or other techniques as approved by the City so as not to alter the unpainted surfaces, e.g. water blaster, solvents, sand blasting, etc. Graffiti resistant sealants shall be used in high frequency graffiti locations and/or where applicable.

(c) Etched Item

Etchings that can be repaired by painting shall be completed by the Contractor (excluding glass and/or mirror). If the Contractor is aware of irreparable etched glass and/or mirrors, it is the duty of the Contractor to report those items to the Police Chief.

(d) Miscellaneous Methods

If applicable and Satisfactory, and if method does not damage or alter the original surface, other abatement methods may be used.

(e) Matching Paint Program

To help reduce hotline calls from private property owners, a program shall be in place by the contractor that shall make matching paint available to those private property owners that are frequently hit and who choose to voluntarily assist in graffiti removal. The paint will be provided by the contractor at no additional cost to the City.

2.5 Graffiti Abatement Response Time

The response time of 24-48 hours, and not more than 48 hours, shall be obligation of the Contractor.

(a) High Priority Exceptions to Response Time

The following exceptions would supersede all other in order or priority, and require graffiti site abatement immediately on the same day the call is received or within 24 hours:

- i. Obscenity
- ii. Racial slurs
- iii. Pornographic Content
- iv. The targeting of a specific individual in retaliation
- v. Special City Request

(b) Delays in Response Time

If a delay beyond the control of the Contractor in responding and abating graffiti is encountered, a time extension mutually agreed upon in writing by the City and the Contractor may be granted. The Contractor shall present documentation Satisfactory to the City to substantiate any request for an extension of the response time.

(c) Non-call Abatement Route

The City believes that abating graffiti along the route, in the field, and/or as observed by the Contractor during the normal course Service is advantageous to all Parties and is encouraged. However, minimum response time to all graffiti remain applicable and are still the responsibility of the Contractor.

2.6 Special Service Requests

From time to time, the City will make special service request. A Special Service Request may include:

(a) High Priority/Emergency Abatement

Graffiti sites which require the immediate abatement of graffiti and may require overtime and/or weekend abatement. All costs will be borne by the contractor.

(b) Painting of Entire Surfaces

In the event the City should request the painting over of entire wall surfaces, light posts, or other surfaces, the Contractor shall provide to the City an estimate of the costs of such services prior to the work being authorized by the City and commenced by the Contractor.

2.7 Scope of Work Modifications

Modifications to the scope of work may occur during the term of the contract. Any change in the scope of work resulting in additional compensation shall be in writing and approved as an amendment to this Contract prior to implementation. The City reserves the right to modify the levels of services, type of service, and other factors which the City deems necessary to meet its purposes, though negotiation with the Contractor. Additional fees resulting from any such additional services shall be based upon the Contractor's standards rates and paid to the Contractor as agreed upon in writing by both parties.

ARTICLE III. GRAFFITI ABATEMENT OPERATIONAL STANDARDS

3.1 Operational Standards

Parties agree that subsequent to the execution of this Contract, the City shall provide to the Contractor a list of operational standards to be implemented and followed by Contractor. These standards shall then be attached hereto as Exhibit C (Request for Proposal Spec #0611-A, dated 06-06-11). Any operational standards that change the scope of the project would be subject to section 2.7 Scope of Work Modifications.

3.2 Complete and Satisfactory Abatement

The graffiti abatement operational standard level of compliance must be Satisfactory and will be evaluated as follows:

- (a) Graffiti site and/or traces shall no longer be visible after abatement.
- (b) Paint shall match as close as possible to the color and quality of the surrounding surface. No over spray, paint spills, supplies, or equipment shall remain.
- (c) The entire work area shall be placed in a neat and orderly condition before the work will be considered complete.
- (d) Debris and other excess material originating from the graffiti abatement process shall be removed from the site.
- (e) Disposal of all combustible and non-combustible material, debris rubbish, or litter generated by the Contractor shall be the responsibility of and completed by the Contractor.

3.3 Professionalism

All work performed by Contractor personal shall be performed in a professional and courteous manner with adequate crew, supervisor, industry knowledge, training and licenses.

a) Inappropriate Behavior

Discourtesy, rudeness, and or the use of profanity will not be tolerated, and shall be grounds for immediate removal of the offending employee from performing work under this Contract. The City reserves the right to require the removal of any employee who is deemed unacceptable for any reason.

b) Personnel

Contractor shall assign an adequate number of qualified and trained personnel to perform the work described in this Contract. An up-to-date list of such personnel shall be maintained and provided to the City during the term of this Contract. All personnel assigned to perform work on this Project shall be physically capable of performing all duties as assigned, and shall present a professional appearance that is practical to this type of work.

c) Supervision

The Contractor shall provide on-site, supervisory personnel of a high professional caliber. All Contractor crewmembers shall have a working knowledge of the English Language. The supervisory personnel shall conduct, at minimum, monthly inspections to determine that work is being performed in accordance with the highest standards for graffiti abatement and within acceptable timeframes. Said supervisor shall have the authority to respond immediately to situation upon Special City Request.

d) Vehicles and Equipment

Vehicles and equipment used at graffiti abatement sites shall be presentable, and satisfactory. Contractor's names, license number, and the City's Graffiti Hotlines number, shall be present on all vehicles used for this project and be visible from a distance of twenty (20) yards.

e) Industry Knowledge, Training, And licenses

Contractor shall use the most updated graffiti abatement technology available, and other techniques within its abilities as deemed Satisfactory, to complete this project. The Contractor shall continually seek and maintain knowledge of advances within industry as they become available. The contractor shall advise the City of such advances. The Contractor shall provide the City with copies of any professional licenses, including the Contractor's California State Contractor's license number, certificates and/or special training obtained/held by the Contractor or its employees.

f) Safety

The importance the City attaches to safety cannot be overemphasized. As the safety of the public and City staff is regarded as of prime importance, the Contractor shall conduct his/her operations so as to cause the least possible obstruction and inconvenience to pedestrian traffic. In the event any work operation that is the contractor's responsibility results in a safety hazard or problem of an emergency nature, the contractor will be required to immediately initiate corrective action and to inform the City of the final disposition of the particular problem. The City reserves the right, at its discretion, to disallow

payment for any work performed where the proper safety precautions were not being observed.

Applicable provision of the following shall be incorporated into the specifications for this contract:

1. State Occupational Health and Safety Law of 1973 (Cal OSHA) Section 6300 Et Seq. of California Labor Code.
 2. City of West Covina Municipal Code, other Federal, State, or Municipal acts, statutes, rulings, ordinances, decisions or regulations that in any manner affect those employed or the materials used in the execution of this contract.
 3. All subsequent revisions and supplements to the above documents.
- g) City Business License

The contractor shall possess a valid City of West Covina business license prior to execution of the contract and for the duration of the contract.

ARTICLE IV. INSPECTIONS AND MONITORING

- 4.1 The City reserves the right to make all final determinations as to whether the services provided by the Contractor are Satisfactory in accordance with this Contract. In the event that these Services are deemed less than Satisfactory, the Contractor shall be required to rectify the situation at no cost to the City. Said services shall be performed without interruption to the regularly scheduled abatement services, order of abatement, or response time.
- 4.2 The City reserves the right to monitor the calls and messages received by the hotline message system as outlined in Article II. Section 2.2. This may include tracking the time such calls are made and messages are retrieved from the voicemail message system, including the time of satisfactory abatement of such calls. This may include the inspection of graffiti sites, the observation of graffiti abatement by Contractor employees, and the evaluation of the Contractor's Service as to satisfactory completion in a timely manner.

ARTICLE V. MONTHLY REPORT

- 5.1 The monthly report will be mailed and electronically submitted with the monthly statement, and will be used by the City to monitor the contract. The report will include:
1. Number of sites completed during the month
 2. Total square feet of graffiti removed

3. Number of service complaints received

Note: The Police Department utilizes web-based graffiti tracking software to gather graffiti intelligence and investigate, arrest, and prosecute graffiti criminals. The graffiti tracking software also tracks the number of sites completed and the square footage of graffiti removed from each site. For monthly reporting purposes, the contractor will use the number of sites removed and the square footage as listed by the graffiti tracking software. It is imperative that each site of graffiti be properly photographed prior to removal, to ensure credit for the work completed. Cameras will be maintained by the Police Department, including repairs and replacement for routine wear and tear. Cameras lost or damaged by contractor negligence shall be replaced by the contractor.

All graffiti will be photographed with a Graffiti Tracker camera before abatement.

To avoid duplication, contractor will abate graffiti sites immediately after being photographed.

Contractor will not photograph graffiti sites in advance of the time of their abatement.

ARTICLE VI. COMPENSATION AND METHOD OF PAYMENT

- 6.1 For performance of such Services, City shall pay the contractor an amount of money not exceeding the sum of **\$8.90** per graffiti site on public property or for property visible from the public right of way, regardless of size, to a maximum of **\$8,890** per month, whichever is less. In addition, the City shall pay the Contractor an amount of money not exceeding the sum of **\$13.00** per graffiti site on private property not visible from the public right of way, regardless of size, to a maximum of **\$945** per month, whichever is less. Should demand be greater than maximum limits per month, the Contractor will provide the additional graffiti site abatement for no additional cost. Said funds shall be paid according to the following procedure: On or about the last day of the calendar month, the Contractor shall submit to the City an invoice for the Contractor's expenses incurred during said calendar month. Said invoice shall give the total of said expenses and shall also itemize the same in detail conforming to Article V. of this Contract. The Police Chief shall review and approve said invoice prior to payment.
- 6.2 After timely receipt of each invoice and approval by the Police Chief, the City will draw a warrant in favor of the Contractor for the Total of said monthly expenses and forward the same to the Contractor.

ARTICLE VII. TERM OF CONTRACT

- 7.1 This Contract shall be for a three (3) year period. Upon mutual agreement of the City and the Contractor, this Contract may be renewed or extended on an annual or month-to-month basis as best meets the needs of the City. The Contract may be cancelled without cause by either party

after the ninety (90) day start-up period and upon thirty (30) days written notice as provided in Article XIII of this Contract.

ARTICLE VIII. SUSPENSION, TERMINATION, OR ABATEMENT OF PROJECT

- 8.1 This Contract shall include a ninety-day start-up period to allow the Contractor time to attain proper staffing and equipment. The Contractor may be terminated by the City without cause and effective after the ninety-day start-up period with thirty days written notice. If at any time, the City determines to suspend indefinitely, terminate, or abandon the Project and shall require the Contractor to suspend indefinitely, terminate, or abandon the performances of its Services, the City may suspend, terminate, or abandon this Contract by giving the Contractor at least thirty (30) days prior written notice except where otherwise provided herein. As specified in such notice as received, the Contractor shall cease all work under this Contract. In the event of suspension or termination, the City shall pay the Contractor the total value of the services of the Contractor to the final date of termination. The City is not liable for any payments beyond thirty days from the time the City suspends or terminates the contract. This sum of money shall be due and payable within thirty-five (35) days after notice has been given to the Contractor of said suspension, termination, or abandonment of this Contract. Upon termination or expiration of this contract, the Contractor shall continue to provide interim service to the City on a month-to-month basis as requested to meet the City's needs.
- 8.2 If the City determines that a part of the work involved in the Project shall be suspended, terminated, or abandoned, such suspension, termination, or abandonment of a portion of the Project shall not make void or invalidate this Contract.

ARTICLE IX. BREACH OF CONTRACT

- 9.1 If the contractor default in the performance of any of the terms or conditions of this Contract, it shall then have ten (10) days after services upon it of written notice of such default in which to cure the default by rendering a Satisfactory performance. In the event that the Contractor fails to cure its defaults within such period, the City shall have the right to terminate this Contract without further notice without prejudice to any other remedy to which it may be entitled at law, in equity, or under Contract.

ARTICLE X. BANKRUPTCY

- 10.1 This contract may be terminated by the City at its option and without prejudice to any other remedy to which it may be entitled either at law, in equity, or under this Contract by serving written notice of termination on the Contractor if the latter should:
- (a) Be judged a bankrupt;
 - (b) Become insolvent or have a receiver of its assets or property appointed because of insolvency;
 - (c) Make a general assignment for the benefit of creditors;

- (d) Default in the performance of any obligation or payment of any indebtedness under this Contract;
- (e) Suffer any judgment against it to remain unsatisfied or unbound of record for thirty (30) days or longer; or
- (f) Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

ARTICLE XI. INDEPENDENT CONTRACTOR

- 11.1 This Contractor is and shall at all times remain as to the City a wholly independent operating agency. Neither the City nor any of its agents shall have control over the conduct of the Contractor or any of the Contractor's employees, except as herein set forth. The Contractor shall not at any time or in any manner, represent that it or any its agents or employees are in any manner of employees of the City.

ARTICLE XII. LEGAL RESPONSIBILITIES

- 12.1 The Contractor shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Contract. The Contractor shall at all times observe and comply with all such laws and regulations.
- 12.2 The Contractor agrees that in the performance of terms of this Contract, no discrimination shall be made in the employment of persons because of the race, color, national origin or ancestry, sex, religion, or physical handicap of such person.
- 12.3 A violation of the provisions of this Article will subject the Contractor to all penalties imposed by law.

ARTICLE XIII. NOTICE

- 13.1 Whenever it shall be necessary for either party to serve notice on the other respecting this Contract, such notice shall be served by certified mail and addressed as defined in Article I of this Contract, unless and until different addresses may be furnished in writing by either party to the other. Such notice shall be deemed to have served when served personally or within seventy-two (72) hours after the same has been deposited in the United States Post Office by Certified mail. This shall be a valid and sufficient service of notice for all purposes.

ARTICLE XIV. ASSIGNMENT

- 14.1 The contractor shall not assign the performance of this Contract, nor any part thereof, nor any monies due hereunder, without the prior written consent of the City.

ARTICLE XV. INSURANCE

- 15.1 The contractor shall furnish the City certificates of insurance prior to the execution of the contract demonstrating that the following coverage is in effect and in accordance with the

specifications.

1. Workers' Compensation

The Contractor shall provide and maintain in full force Workers' Compensation Insurance in accordance with the Labor Code throughout the life of any contract entered herein. The Contractor agrees to hold the City and its agents free and harmless from any and all claims/actions that may arise by reason of injury to any employee of the Contractor. Contractor agrees to indemnify the City of West Covina, and any officer,

employee or agent and hold the City of West Covina, and any officer, employee or agent thereof harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to, or death of, any person (including officers, employees and agents of the City of West Covina), and for injury or damage to or destruction of property (including property of the City of West Covina), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.

2. Public Liability and Property Damage

The Contractor shall maintain during the life of any contract entered into public liability and property damage insurance in which the City shall be named as an additional insured, and which shall protect the Contractor or any subcontractor performing work covered by the contract from claims for personal injury, including accidental death as well as for claims for personal damages which may arise from the operations under any contract entered into whether such operations shall be performed by the Contractor or any subcontractor, or by anyone directly or indirectly employed by any one of them. The limit of liability for such insurance shall be as follows:

* General Liability

a. General Aggregate	\$2,000,000
b. Products Comp/ OP AGG	2,000,000
c. Personal & Adv Injury	1,000,000

d.	Each Occurrence	1,000,000
e.	Fire Damage (any one fire)	50,000
f.	Medical Expense (any one person)	5,000
• Automotive Liability		
	Any vehicle; combined single vehicle	\$1,000,000
• Workers' Compensation and Employees' Liability		
a.	Workers' Compensation	Statutory Limits
b.	El Each Accident	1,000,000
c.	El Disease - Policy Limit	1,000,000
d.	El Disease - Each Employee	1,000,000

The issuing insurance company must have A.M. Best rating no less than A-: VII.

All said insurance policies, as described in this section, shall provide that the same is non-cancelable except upon thirty days written notice to the City.

ARTICLE XVI. ATTORNEY'S FEES

16.1 Should any litigation be commenced between the parties hereto to interpret or enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to recover a reasonable sum as attorney's fees, in addition to any other relief to which the party may be entitled in law or equity.

ARTICLE XVII. INDEMNIFICATION CLAUSE

17.1 The Contractor shall indemnify, defend, protect, and hold harmless the City and its officers, employees, volunteers, servants and agents, from and against any and all claims, demands, damages, liability, loss, cost or expense, including reasonable attorney's fees, court costs and necessary disbursements, for any damage whatsoever, including but not limited to, death or injury to any person and injury to any property, arising or alleged to arise from any act or omission of the Contractor, any of its officers, employees, servants, agents or contractors in the performance or non-performance of this Contract, specifically including any claims or liabilities arising from use of chemicals, but excluding claims or liabilities arising from the sole negligence of the City.

ARTICLE XVIII. ENTIRE AGREEMENT

18.1 This Contract and any documents or instruments attached hereto or referred to herein integrate all term and condition mentioned herein or incidental hereto, and supersede all negotiation and prior writing in respect to the subject matter hereof. In the event of conflict between the term,

conditions or provisions of this Contract, and any such documentation or instrument, the terms and condition of this Contract shall prevail.

ARTICLE XIX. AMENDMENT

19.1 This Contract shall not be amended, except by writing by the Parties

ARTICLE XX. EFFECTIVE DATE AND NUMBER OF COPIES

20.1 This contract is made in three (3) duplicate originals and shall be effective from and after the date it is signed by the representative of the City.

ARTICLE XXI. NO CONTINUING WAIVER

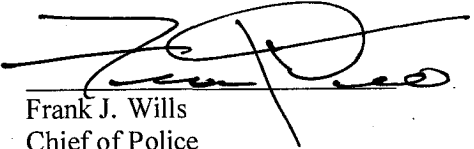
21.1 No waiver of any term or condition of this Contract shall be considered a continuing waiver of any such term or condition.

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

CITY OF WEST COVINA

Tymeline Technology

BY:

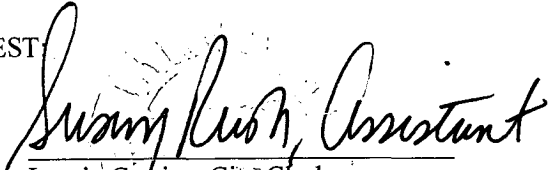

Frank J. Wills
Chief of Police

BY:


Mark Kennedy
Owner

ATTEST

By:


Laurie Carrico, City Clerk

APPROVED AS TO FORM:

By:

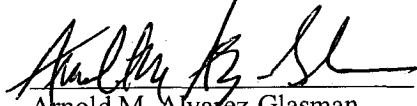

Arnold M. Alvarez-Glasman
City Attorney

EXHIBIT A

GRAFFITI MATRIX

The following list is representative of City properties or properties that border City properties and is no way intended to cover all public property and/or to limit any contract. These are areas of high density graffiti.

LOCATION	Daily	Twice/Wk	Weekly	Monthly	Quarterly
Cameron Park - 6.33 acres					
1305 E. Cameron Ave.	X				
Restrooms (exterior and interior)	X				
Gym - Community Center (exterior)	X				
Tot Lot (Playground equipment)			X		
Picnic Areas (tables, benches, gazebos, BBQ's)	X				
Trash Enclosures (Block walls and Gates)	X				
Walkways, curbs, and hardscape		X			
Light Poles (Sports lighting and Security lighting)		X			
Bleachers			X		
Drinking fountains		X			
Cortez Park - 12.66 acres					
2441 E. Cortez St.	X				
Restrooms (exterior and interior)	X				
Snack Bars (exterior)	X				
Tot Lot (Playground equipment)			X		
Picnic Areas (tables, benches, gazebos, BBQ's)			X		
Trash Enclosures (Block walls and Gates)	X				
Walkways, curbs, and hardscape		X			
Light Poles (Sports lighting and Security lighting)		X			
Bleachers			X		
Drinking fountains		X			
Del Norte Park 1500 W. Rowland Ave.	X				
Restrooms (exterior and interior)	X				
Snack Bars (exterior)	X				
Tot Lot (Playground equipment)			X		
Picnic Areas (tables, benches, gazebos, BBQ's)			X		
Trash Enclosures (Block walls and Gates)	X				
Walkways, curbs, and hardscape		X			
Light Poles (Sports lighting and Security lighting)		X			
Bleachers		X			
Drinking fountains		X			
Tennis Courts		X			

EXHIBIT A

LOCATION	Daily	Twice/Wk	Weekly	Monthly	Quarterly
Friendship Park 3740 S Sentrous St.	X				
Restrooms (exterior and interior)	X				
Snack Bar (exterior)	X				
Tot Lot (Playground equipment)			X		
Picnic areas (tables, benches, gazebos, BBQ's)			X		
Trash enclosures (block walls and gates)	X				
Walkways, curbs, and hardscape		X			
Light poles (Sports lighting and Security lighting)		X			
Bleachers			X		
Drinking fountains		X			
Galster Park 1620 Aroma Dr.	X				
Restrooms (exterior and interior)	X				
Family Camp (formerly Girls camp)					X
Boys camp					X
Picnic areas (tables, benches, gazebos, BBQ's)	X				
Trash enclosures (block walls and gates)			X		
Walkways, curbs, hardscape, and walking trails	X				
Pump Station in lower parking lot (exterior)			X		
Drinking fountains			X		
Tower			X		
Fences	X				
Gingrich Park 1935 Woodgate Dr.	X				
Restrooms (exterior and interior)			X		
Picnic areas (tables, benches, gazebos, BBQ's)		X			
Walkways, curbs, and hardscape		X			
Light poles (Sports lighting and Security lighting)		X			
Drinking fountains		X			
Basketball court		X			

EXHIBIT A

LOCATION	Daily	Twice/Wk	Weekly	Monthly	Quarterly
Heritage Park 3510 E Cameron Ave.	X				
Restrooms (exterior and interior)	X				
House (exterior, porch, steps)	X				
Garden area (fountain, bricks)			X		
Picnic areas (tables, benches, gazebos, BBQ's)			X		
Hiking trails (areas adjacent to trails)		X			
Trash enclosures (block walls and gates)	X				
Walkways, curbs, and hardscape		X			
Light poles (Security lighting)		X			
Drinking fountains		X			
Maverick/Ridge Riders 330 S. Citrus	X				
Restrooms (exterior and interior)	X				
Announcers booth		X			
Picnic areas (tables, benches, gazebos, BBQ's)			X		
Trash enclosures (block walls and gates)	X				
Walkways, curbs, and hardscape		X			
Drinking fountains		X			
Fences			X		
Bleachers			X		
Orangewood Park 1615 W Merced Ave.	X				
Restrooms (exterior and interior)	X				
Picnic areas (tables, benches, gazebos, BBQ's)			X		
Walkways, curbs, and hardscape		X			
Light poles (Sports lighting and Security lighting)		X			
Drinking fountains		X			
Basketball court		X			
Skate Park	X				
Roller Hockey	X				
Bleachers			X		
Tot Lot (Playground equipment)			X		

EXHIBIT A

LOCATION	Daily	Twice/Wk	Weekly	Monthly	Quarterly
Pool 1720 W Merced Ave	X				
Restrooms (exterior and interior)	X				
Picnic areas (tables, benches, pation)	X				
Admistration Building	X				
Walkways, curbs, hardscape		X			
Light poles (Security lighting)		X			
Senior Center 2501 E. Cortez Ave.	X				
Exterior walls			X		
Walkways, curbs, hardscape			X		
Sunset Field 851 S. Sunset Ave.	X				
Restrooms (exterior and interior)	X				
Announcers booth		X			
Picnic areas (tables, benches, gazebos, BBQ's)			X		
Trash enclosures (block walls and gates)	X				
Walkways, curbs, and hardscape		X			
Drinking fountains		X			
Fences			X		
Bleachers/Dougouts			X		
Palmview Park 1340 E. Puente Ave.	X				
Restrooms (exterior and interior)	X				
Picnic areas (tables, benches, gazebos, BBQ's)			X		
Walkways, curbs, and hardscape		X			
Light poles (Sports lighting and Security lighting)		X			
Drinking fountains		X			
Bleachers			X		
Tot Lot (Playground equipment)			X		
Community Center (exterior)	X				
Cement airplane (located in tot lot)	X				
Volleyball court	X				

EXHIBIT A

LOCATION	Daily	Twice/WK	Weekly	Monthly	Quarterly
Shadow Oak Park -2121 E. Shadow Oak	X				
Restrooms (exterior and interior)	X				
Picnic areas (tables, benches, pation)	X				
Community Center (exterior)	X				
Walkways, curbs, hardscape, tennis courts)		X			
Light poles (Sports lighting and Security lighting)		X			
Snack Bar (exterior)	X				
Stairway	X				
Tot Lot (Playground equipment)			X		
Trash enclosures (block walls and gates)	X				
Walmerado Park 625 E Merced Ave.	X				
Restrooms (exterior and interior)	X				
Announcers booth		X			
Picnic areas (tables, benches, gazebos, BBQ's)			X		
Trash enclosures (block walls and gates)	X				
Walkways, curbs, and hardscape		X			
Drinking fountains		X			
Snack Bar (exterior)			X		
Bleachers			X		
Tot Lot (Playground equipment)			X		
Aroma Park 2201 Aroma Dr.		X			
Tot Lot (Playground equipment)			X		
Picnic areas (tables, benches, gazebos, BBQ's)			X		
Walkways, curbs, and hardscape		X			
Light poles (Security lighting)		X			
Drinking fountains		X			
California Parkette 815 S. California		X			
Tot Lot (Playground equipment)			X		
Picnic areas (tables, benches, gazebos, BBQ's)			X		
Walkways, curbs, and hardscape		X			
Light poles (Security lighting)		X			

EXHIBIT A

LOCATION	Daily	Twice/Wk	Weekly	Monthly	Quarterly
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Miscellaneous Walls:

(Including, but not limited to)

Renault Wall			X		
Wall near school at Gemini and Kimberly (within city limits)			X		
Kimberly Wall			X		
Wall on the west side of Kimberly			X		
Edison Easement Wall			X		
Wall is between Kimberly and Temple (within city limits)			X		
Sunset Ave. Wall			X		
Wall between Fairgrove and Dumess			X		
Sunkist Alley			X		
Alley between Sunkist Ave. and Willow Ave.			X		
DMV Alley			X		
Alley north of Cameron Ave. east of Glendora			X		

Underpass Walls and Lift Stations:

Cameron Ave.			X		
West Covina Pkwy.			X		
Sunset Ave.	X				
Vincent Ave.			X		
Lark Ellen Ave.			X		
Azusa Ave.			X		
Hollenbeck Ave.			X		
Citrus Ave.			X		
Grand Ave.			X		
Holt Ave.			X		
City Wide:					
Curbs			X		
Sidewalks			X		
Fire hydrants			X		
Trees			X		
Trash containers			X		
Bus Shelters			X		

EXHIBIT A

LOCATION	Daily	Twice/Wk	Weekly	Monthly	Quarterly
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City Wide:

(continued)

Electrical boxes			X		
Traffic control boxes			X		
Edison light poles			X		

Maintenance Districts 1 and 4 Paseos:

Walls			X		
Sidewalks			X		
Light poles			X		
Fences			X		

DECLARATION OF AUTHORITY AND
WAIVER OF LIABILITY

I, _____, declare and say:

(_____) That I am the owner of property located at _____

(_____) That I am authorized by the owner of property located at _____

I hereby consent to the removal of unsightly graffiti on said property by painting or other means by the City of West Covina and/or its contractor and to the indemnification and hold harmless agreement herein.

I understand that the painting and/or removal will be done at the expense of the City of West Covina.

I understand that the City of West Covina and/or its contractor may use a nominal amount of water or electricity to remove graffiti from the property and such water or electricity use will be at the expense of the property owner.

I understand that the City of West Covina and/or its contractor does not guarantee the structural soundness of the areas from which graffiti will be removed and that even in the exercise of due care damage or injury to persons or real or personal property may result from this activity.

I hereby agree to waive any claim for damage to my property or person and to indemnify and hold harmless the City of West Covina and/or its contractor, their officers, agents, employees, servants, and agents from and against any and all claims, liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever including but not limited to bodily injury, death, or property damage arising from or connected with the City of West Covina and/or its contractor except where such liability, expense, or claim for damage results from the sole negligence of the City of West Covina and/or its contractor.

I HAVE READ THE ABOVE, UNDERSTAND IT, AND AGREE TO ITS TERMS.

Signature

Telephone Number

EXHIBIT C

Finance Department

June 6, 2011

Request for Proposal

The City of West Covina invites competitive proposals for the following service:

**“GRAFFITI REMOVAL SERVICE PER CITY OF WEST COVINA
PURCHASING SPECIFICATION 0611-A”**

Specifications are enclosed. Interested suppliers are requested to submit one (1) original proposal and two (2) copies to the Purchasing Division located at 1444 W. Garvey Ave., Room 308, West Covina, California. Proposals may be mailed to P.O. Box 1440, West Covina, California 91793. Proposals must be received before the hour of **11:00 A.M. on Tuesday, July 5, 2011**, at which time the proposals shall be publicly opened. Late bids and facsimile proposals will not be accepted. Proposals must be submitted in separate sealed envelopes with the words **“GRAFFITI ABATEMENT, 0611-A”** noted on the front of the envelope.

For the purpose of answering questions and clarifying details, an open **Vendors' Conference will be conducted at 3:00 P.M. on Tuesday, June 21, 2010** in the Community Room located on the first floor of West Covina City Hall, which is located at 1444 W. Garvey Ave., West Covina, CA. Due to the nature of information to be disseminated at the conference, **attendance is mandatory** for any firm wishing to submit a proposal. Vendors may elect to appear in person or use a third party representative. With the exception of the bidder's conference, no oral interpretations will be made to any supplier as to the meaning of the Request for Proposals. Interpretations, if made, shall be in the form of a written Addendum and sent to all contractors to whom this RFP has been issued.

The City of West Covina reserves the right to reject any or all proposals and/or waive any informality therein. Each proposal shall constitute an offer to provide the service described herein at the price quoted and shall not be withdrawn for a period of ninety (90) days after the opening date.

Questions concerning specifications will be answered at the mandatory Vendors' Conference. Questions regarding the City purchasing procedures should be referred to the Purchasing Division at (626) 939-8438.

Sincerely,

Maria G. Delira
Sr. Admin. Asst.

Attachment

Room 308 • 1444 W Garvey Avenue • West Covina CA 91790 • Phone (626) 939-8438 • Fax (626) 939-8664

PURCHASING SPECIFICATION

GRAFFITI REMOVAL SERVICE	Page No: 1 of 12	Spec. No: 0611-A
	Effective Date: 6/6/11	Approved by:

GENERAL

The City of West Covina is soliciting proposals for Graffiti Removal Services. Proposals will be accepted only from parties that are free of all obligation and interests that might conflict with the best interest of the City, and have the capacity to provide services on a timely basis. All work, including the disposal of materials, will be done in accordance with all federal, state and local laws, and ordinances. A State of California Contractor's Class C-33 license is a requirement of any company submitting a bid.

It is the City's intention to procure graffiti removal services that provide the best combination of quality, proven reliability and performance at the best cost to the City. The City specifically invites cost savings or quality improving alternates. Any alternative or deviation from the specifications should be clearly indicated and described in your bid response. A performance evaluation/demonstration may be required to assure that the materials/supplies are suitable for the City's purpose.

As the Headquarters City of the East San Gabriel Valley, the City of West Covina has a strong commitment to the removal of graffiti. West Covina is a recognized leader in effective graffiti abatement and the arrest and prosecution of graffiti criminals. Prospective contractors should be aware how important they are to West Covina public safety and the degree to which they will be scrutinized by City officials and the public in general. In 2009, there were 17,176 sites removed; in 2010, there were 15,904 sites removed.

For the purpose of this proposal, and as defined in the West Covina Municipal Code (Sec. 15-98), graffiti is any unauthorized inscription, symbol, design, and/or configuration of letters and/or numbers written, drawn, scribed, etched (limited to painted surfaces excluding mirrors, glass and/or plastic), marked, painted, stained, stuck on or adhered by any means whatsoever (commonly known as stickers), to any surface whether publicly or privately owned, including but not limited to, trees, signs, mailboxes, poles, fixtures, utility boxes, trash containers, walls, windows, roofs, paths, fences, walks, streets or pavement, under/overpasses, tunnels, bridges, trestles, drainage facilities, buildings and/or the interior or exterior of any other structure or surface.

CONTRACT PERIOD

The contract shall be for a three (3) year period. Upon mutual agreement of the City of West Covina and the service provider, this contract may be renewed on a year-to-year basis at the prices bid. The City reserves the right to modify the levels of service, type of service, and other factors which the City deems necessary to meet its purposes through negotiation with the Contractor.

SCOPE OF SERVICE

A. Methods for Rehabilitation of Graffiti Covered Surfaces

The methods for graffiti removal from various surfaces shall include the following:

1. Stucco walls - Apply adequate coats of matching color exterior stucco paint to remove Graffiti.
2. Wood walls - Apply adequate coats of matching exterior wood paint to remove Graffiti.
3. Concrete walls - Wire brushing, painting or the application of solvent. Use graffiti resistant sealant where necessary.
4. Fences - Wire brushing, painting, or the application of solvent. Use graffiti resistant sealant where necessary.
5. Curbs, sidewalks, signs (other than city-owned traffic signs), bridges, utility poles, and other structures on private property – Water blast, repaint, or clean with solvents.
6. Unpainted surfaces that can be water blasted or otherwise removed without paint should not be painted over. Unpainted surfaces, including the various surfaces noted above and those not listed, shall not be painted over to remove graffiti. Removal of graffiti from unpainted surfaces shall use a method so as not to alter the unpainted surface, e.g. water blasting, solvents, sand blasting, wire brush, etc.
7. If applicable and consistent with the intent of color matching, and if method does not damage or alter the original surface, other abatement methods may be used other than those listed.
8. All paint used to paint over existing painted surfaces shall be compatible with the underlying paint and shall be of equal or greater quality. In cases of dispute, final determination will rest with the representative of the City of West Covina.
9. To promote uniformity, walls with obvious adjacent patchwork or graffiti within 3-5 feet of each other shall be painted over with a matching color.
10. Etched items – Etchings that can be repaired by painting shall be handled by the contractor (excluding glass or mirrors). If the contractor is aware of etched glass, it is the contractor's responsibility to report the etched glass or mirrors to the City.
11. Debris and other excess material originating from the graffiti removal process shall be removed from the site. Disposition of all combustible and non-combustible materials, debris, rubbish or litter shall be the responsibility of the Contractor. Full compensation for furnishing all labor, tools, and equipment, and performing all work shall be included in the pricing listed in the proposal.
12. The graffiti shall no longer be visible after removal. The entire area shall be placed in a neat and orderly condition before the work will be considered complete.

B. Graffiti Removal:

Graffiti sites include ALL public, private, and commercial property within the city limits of West Covina including such areas as roofs and remote areas of City parks. For your convenience, a *Property Graffiti Matrix* that lists known graffiti sites frequently hit within West Covina requiring routine removal frequencies is provided as Exhibit A. The Matrix also shows the City's minimum requirement responses to these frequently hit areas. **It is imperative that those sites marked "DAILY" on the Graffiti Matrix are thoroughly abated of graffiti on a daily frequency basis, regardless of phone call reports.** It should be noted, however, that this list in no way limits other areas/sites covered under this contract. The only areas of exception not covered under this contract are:

City traffic signs (as defined by the "Manual of Uniform Traffic Control Devices" and as determined by the City Engineer), City facility construction sites, freeway mainlines (including ON and OFF ramps), CalTrans areas and unincorporated areas lying outside the boundary of the City limit, the inside of the LA County flood control channels (not the access roads). The City reserves the right to determine any and all areas that should be covered under this contract. Graffiti at locations outside of the City limits, but visible from within City limits are exempted. The priority system should be in consecutive order of calls received to meet the response time, except when racial slurs, pornographic content, special City requests, or a specific individual is targeted for retaliation. These examples will take priority.

This section should also include how graffiti will be removed, which circumstances will require which methods (paint, solvents, or water, powder and/or sand blasting), monitoring program in addition to calls received, and standards to which the contractor will conform in performing these services. This includes, but is not limited to, the method used for matching the color of the graffiti area to the existing surface for areas where paint will be used.

If water, powder, and/or sand blasting will be utilized, please specify on what surfaces it would be used. Additionally, the contractor will need to be able to demonstrate its effectiveness for removal, for minimizing any damage to property, environmental impacts such as runoff to storm drains, and for conserving resources. Unpainted surfaces should not be painted over, but should be water blasted or otherwise removed without paint. The Contractor shall inform the City and list the justification of those unpainted surfaces that will require paint PRIOR to painting them.

The City reserves the right to deploy the Contractor as needed within the City limits. Including, changing the graffiti matrix schedule to meet graffiti abatement timeliness needs.

C. Special Services

From time to time, the City will request special services. This may include emergency abatement that will require the immediate removal of graffiti that may involve weekend abatement. The City may also request the painting of entire wall surfaces, light posts, or other surfaces to give a uniform appearance. The contractor must specify the manner in which this would be done and any costs to the City.

To help reduce hot line calls from private property owners, a program shall be in place that shall make matching abatement paint available to those private property owners that are frequently hit.

D. Scope of Work Increase/Decrease

It is understood that this specification's description of work is the City's present service requirements only, and the scope of work may increase or decrease during the term of the contract. Any change in the scope of work and resulting compensation may be negotiated prior to implementation, and shall be in writing approved by the City of West Covina.

E. Paint Matching

A patchwork-look is not acceptable. To avoid a patchwork appearance, patchwork or graffiti within 3- 5 feet of each other shall require that the entire surface be painted over with a matching color. Every effort shall be made to match existing paint as closely as possible. The City representative will be responsible to determine if paint is matched or not. The bid shall include the method and process of matching the paint and the quality of the paint match and location of where the paint matching will be conducted. Mismatched paint shall be redone to match at no additional cost to the City. If matching is not possible, the entire surface shall be painted over with the closest match possible.

F. Inspection

The City reserves the right to make all final determinations as to whether the work has been satisfactorily completed. In the event that results of the graffiti removal is considered unsatisfactory by the City representative, the contractor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

G. Response Time

This should include an estimate for the average response time for the removal of reported graffiti. The successful bidder should be able to demonstrate an average response time of 24-48 hours including weekends. Obscenity or racial slurs type graffiti shall be removed immediately on the same day or within a maximum of 24 hours. Include your days and hours of operation.

H. Graffiti Hotline and Email Site

A 24-hour local or toll-free number has been established for the purpose of receiving reports of sites. Describe how your firm will monitor and track the response time from when the call is received to when the graffiti is removed. Provide the voice mail script that the public will receive when they call in. The City reserves the right to monitor the Hotline. The contractor shall also check for reported graffiti on the City's web site, graffiti@wcpd.org.

I. Communication

A contract of this nature requires ongoing communication between various City department personnel and the contractor. Any contractor awarded a contract as a result of this bid is expected to notify the City representative of reported graffiti that is outside the scope of service (i.e. City traffic signs, outside incorporated city boundaries, etc.) as outlined in this specification, or that the contractor is unable to abate such as mirror etchings, etc. The contractor is expected to communicate to the City representative on problems encountered related to matching, property damage, access problems, inability to remove graffiti, calls not within the City limits, etc. Include how communication will be coordinated with the Police Department to help catch the individuals committing the crimes. Demonstrate the type of communication that

will be coordinated with the Police Department as a Crime Prevention Program coordinating and sharing information and resources.

J. Service Complaints

Indicate what methods the company utilizes to ensure quality control in such areas as customer service, response time, color matching and Hotline management. Explain how service complaints are handled.

K. Private Property Waiver of Liability Access Release

It is the contractor's responsibility to obtain a release form from the owners of private property before entering property for graffiti removal purposes. A sample *Waiver of Liability* form is herewith attached to this specification. The contractor shall notify the City representative of any case where the property owner refuses to sign or has not responded to the *Waiver of Liability* form. These cases will be referred to the Community Enhancement Division for enforcement. Obtaining signed release forms shall not waive the contractor's response time obligation for graffiti removal. If the contractor believes that this process will impact their removal response time obligation, the contractor shall inform the City representative with an expected time frame for removal not to exceed two (2) weeks. Signed *Waiver of Liability* forms shall be the property of the City of West Covina. The contractor shall maintain an inventory of the *Waiver of Liability* forms, and an updated list of forms shall be submitted with the contractor's monthly statements.

L. Public Education/Publicity

In an effort to try and discourage youth from graffiti, a public school education plan for the promotion of the program should be included that demonstrates the contractor's community involvement with the school districts. This includes an ongoing publicity plan or program for the hotline phone number.

M. Monthly Statement

A summary of activity will be mailed and electronically submitted every month that details all costs to the City, e.g. labor, materials and supplies, and administrative time.

N. Monthly Report

The monthly report will be mailed and electronically submitted with the monthly statement, and will be used by the City to monitor the contract. The report will include:

1. Number of sites completed during the month
2. Total square feet of graffiti removed
3. Number of service complaints received

Note: The Police Department utilizes web-based graffiti tracking software to gather graffiti intelligence and investigate, arrest, and prosecute graffiti criminals. The graffiti tracking software also tracks the number of sites completed and the square footage of graffiti removed from each site. For monthly reporting purposes, the contractor will use the number of sites removed and the square footage as listed by the graffiti tracking software. It is imperative that each site of graffiti be properly photographed prior to removal, to ensure credit for the work completed.

O. Work Order

A work order does not need to be completed for each site. For billing purposes, the contractor will use the monthly number of sites removed as listed by the graffiti tracking software. It is imperative that each site of graffiti be properly photographed prior to removal, to ensure credit for the work completed.

P. Cost Analysis

All labor costs, materials and supplies, and administrative time should be broken down into an hourly and/or per graffiti site charge.

Q. Professionalism

All work by contract personnel shall be performed in a professional, courteous manner. Discourtesy, rudeness, or the use of profanity will not be tolerated, and shall be grounds for immediate removal of the offending employee from performing work under any contract awarded as a result of this specification. The City reserves the right to request the removal of any employee who is deemed unacceptable for any reason. An adequate number of trained personnel shall be assigned by the contractor to perform the work described in these specifications. All personnel assigned to perform work for the City of West Covina must be physically capable of performing all duties as assigned, and must present a physical appearance acceptable to the City. The final decision as to the acceptability of any individual performing work under any contract awarded as a result of this specification shall rest with the Chief of Police for the City of West Covina.

The contractor shall be required to provide on-site, supervisory personnel of a high professional caliber. All contract crewmembers shall have a working knowledge of the English language. The supervisory personnel shall conduct monthly inspections to determine that work is being performed in accordance with the highest graffiti removal standards and within acceptable timeframes. Said supervisor must have the authority to respond immediately to situations upon request by the City representative.

Vehicles used at graffiti abatement job sites shall be clean and presentable. The contractor's name and license number must be visible on all of the contractor's vehicles that are used at the job sites. It is also recommended that the graffiti hotline telephone number be displayed on the vehicles.

List the company's number of years of experience and any professional licenses, including the contractor's California State Contractor's license number, certificates and/or special training obtained/held by the company or employees.

R. References

A list of references that includes businesses and/or people for which you have provided graffiti removal services. Include the name(s) of the principal person who approved/supervised your work, the name and address of the business, and the telephone number.

S. Safety

The importance the City attaches to safety cannot be overemphasized. As the safety of the public and City staff is regarded as of prime importance, the Contractor shall conduct his/her operations so as to cause the least possible obstruction and inconvenience to pedestrian traffic. In the event any work operation that is the

contractor's responsibility results in a safety hazard or problem of an emergency nature, the contractor will be required to immediately initiate corrective action and to inform the City of the final disposition of the particular problem. The City reserves the right, at its discretion, to disallow payment for any work performed where the proper safety precautions were not being observed.

Applicable provision of the following shall be incorporated into the specifications for this contract:

1. State Occupational Health and Safety Law of 1973 (Cal OSHA) Section 6300 Et Seq. of California Labor Code.
2. City of West Covina Municipal Code, other Federal, State, or Municipal acts, statutes, rulings, ordinances, decisions or regulations that in any manner affect those employed or the materials used in the execution of this contract.
3. All subsequent revisions and supplements to the above documents.

T. Graffiti Camera Responsibilities

The Police Department utilizes web-based graffiti tracking software to gather graffiti intelligence and investigate, arrest, and prosecute graffiti criminals. This is an important and vital tool for the City of West Covina and several hundred arrests are made annually as a direct result of this practice. The use of specialized GPS enabled cameras to photograph graffiti is a critical component of the process. The Police Department will furnish cameras and training in their use to the contractor for crews assigned to the City under this contract. Contract crewmembers shall photograph each piece of graffiti prior to abatement and upload these photographs via the web in the manner prescribed by the Police Department. Cameras will be maintained by the Police Department, including repairs and replacement for routine wear and tear. Cameras lost or damaged by contractor negligence shall be replaced by the contractor.

VENDOR'S CONFERENCE

For the purpose of answering questions and clarifying details, an open bidders' conference will be conducted at the time, date and place specified on the attached cover letter. With the exception of the bidder's conference, no oral interpretations will be made to any officer as to the meaning of the RFP documents. Interpretations, if made, shall be written in the form of an Addendum and sent to all officers to whom this Request for Proposal has been issued. Due to the nature of information to be disseminated at the conference, attendance shall be mandatory for any firm wishing to submit a quotation. Vendors may elect to appear in person or use a third party representative.

EVALUATION CRITERIA

Proposals will be evaluated based upon the following criteria:

- A. An evaluation of the quality, maturity and financial stability of the firm.
- B. An evaluation of the firm's ability and experience in providing the service offered, including: experience with local government, scope of activities covered, length of time involved, level of client satisfaction, cost/benefit relationship and relative success.

- C. An evaluation of the experience and training of the personnel the firm will be committing for assignments at the City.
- D. An evaluation of the approach and related costs. When and if all other factors are considered equal, cost will be the deciding criteria.

INSURANCE

The contractor shall furnish the City certificates of insurance prior to the execution of the contract demonstrating that the following coverage is in effect and in accordance with the specifications.

1. Workers' Compensation

The Contractor shall provide and maintain in full force Workers' Compensation Insurance in accordance with the Labor Code throughout the life of any contract entered herein. The Contractor agrees to hold the City and its agents free and harmless from any and all claims/actions that may arise by reason of injury to any employee of the Contractor. Contractor agrees to indemnify the City of West Covina, and any officer, employee or agent and hold the City of West Covina, and any officer, employee or agent thereof harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to, or death of, any person (including officers, employees and agents of the City of West Covina), and for injury or damage to or destruction of property (including property of the City of West Covina), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.

2. Public Liability and Property Damage

The Contractor shall maintain during the life of any contract entered into public liability and property damage insurance in which the City shall be named as an additional insured, and which shall protect the Contractor or any subcontractor performing work covered by the contract from claims for personal injury, including accidental death as well as for claims for personal damages which may arise from the operations under any contract entered into whether such operations shall be performed by the Contractor or any subcontractor, or by anyone directly or indirectly employed by any one of them. The limit of liability for such insurance shall be as follows:

- **General Liability**

a. General Aggregate	\$2,000,000
b. Products Comp/ OP AGG	2,000,000
c. Personal & Adv Injury	1,000,000
d. Each Occurrence	1,000,000
e. Fire Damage (any one fire)	50,000
f. Medical Expense (any one person)	5,000

- **Automotive Liability**

Any vehicle, combined single vehicle	\$1,000,000
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- **Workers' Compensation and Employees' Liability**

a. Workers' Compensation	Statutory Limits
b. EI Each Accident	1,000,000
c. EI Disease - Policy Limit	1,000,000
d. EI Disease - Each Employee	1,000,000

The issuing insurance company must have A.M. Best rating no less than A-:VII. All said insurance policies, as described in this section, shall provide that the same is non-cancelable except upon thirty (30) days written notice to the City.

DEFAULT OF CONTRACTOR

The City of West Covina shall hold the contractor responsible for any damage that may be sustained because of the failure or neglect of the contractor to comply with any term or condition listed herein. It being specifically provided and agreed that no change or substitution shall be made in the service offered without prior City approval. If the successful supplier fails or neglects to furnish any of the services at the prices and time agreed upon, or otherwise fails or neglects to comply with the terms and conditions of the agreement, the City may, upon written notice to the contractor, cancel or rescind any or all parts of this agreement including, but not limited to the hiring of undocumented aliens, and may procure the required products/services elsewhere without notice to the contractor. The prices paid by the City at the time of award shall be considered as prevailing

TERMINATION OF CONTRACT

Upon the determination of the City of West Covina Chief of Police that the quality of service does not meet the standards set by the City of West Covina as outlined in these specifications, and/or for convenience and/or noncompliance of other provisions of any contract entered into, and/or the contractor makes the administration of this contract unduly burdensome for City Staff, the City may terminate this agreement upon thirty (30) days written notice to the Contractor.

TERMS AND CONDITIONS

1. ASSIGNMENT OF CONTRACT:

Supplier shall under no circumstances assign this contract or any part thereof to another party without express written permission of the City of West Covina.

2. INDEPENDENT CONTRACTOR STATUS:

It is expressly understood that the contractor named in any contract entered into by the City is acting as an independent contractor and not as an agent or employee of the City of West Covina.

3. CITY BUSINESS LICENSE

The contractor shall possess a valid City of West Covina business license prior to execution of the contract and for the duration of the contract.

4. NON EXCLUSIVE CLAUSE:

The City does not warrant to contract exclusively with a single supplier to provide the products bid.

5. APPROPRIATION OF FUNDS:

If the term of this agreement extends into fiscal years subsequent to that in which it was approved, such continuation of the contract is subject to the appropriation of funds for such purpose by the City of West Covina City Council. If funds to effect such continued payment are not appropriated, the contractor agrees to terminate any goods or service supplied to the City under this agreement.

6. SUPPLIER SELECTION:

Goods/services procured by the City of West Covina shall be from the lowest responsible bidder. In addition to price, the "lowest responsible bidder" will be determined by consideration of the following:

- a) The quality, availability and suitability of the supplies, equipment or services to the particular use required.
- b) The ability, capability and skill of the bidder to perform the services required.
- c) Whether the bidder has the financial resources and facilities to perform or provide the services promptly, or within the time specified without delay or interference.
- d) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- e) The bidder's record of performance on previous contracts or services, including compliance by the bidder with laws and ordinances relative to such contracts or services.
- f) The ability of the bidder to provide future maintenance and service for the use of the equipment or materials to be purchased.
- g) The number and scope of conditions attached to the bid.

7. CONFLICT OF INTEREST:

Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City of West Covina may not accept gratuities, entertainment, meals or anything of value whatsoever from current or potential suppliers. The offer of such gratuity to an employee of the City shall be cause for declaring such supplier to be an irresponsible service provider and preventing him from bidding as provided in Sections 2.5-8 and 2.5-9 of Ordinance no. 1673 also known as the Code of the City of West Covina.

8. COMPENSATION:

Payment shall be made to the supplier on a monthly basis within thirty (30) days of invoicing by the supplier contingent upon the approval of work by the City of West Covina.

9. ORAL PRESENTATIONS:

An oral presentation by the service provider in final contention for award of an Agreement for services may be required as a regular part of the bid process. The purpose of the oral presentation would be twofold: first, to allow the service provider to demonstrate capabilities of the company and to clarify their responses to the RFP; second, to allow the City staff to meet the service provider's key personnel who would be assigned to this project. Attendance at such a presentation shall be at the expense of the service provider.

10. RIGHT TO NEGOTIATE PROPOSALS:

The City of West Covina reserves the right to negotiate any of the provisions, accept any part, or all parts of any or all proposals, whichever is in the best interest of the City, and the public.

11. WITHDRAWAL OF SUBMISSION OF PROPOSALS:

Any service provider may withdraw his submission of proposals, either personally or by written or facsimile request at any time prior to the time set for the proposals opening.

12. REJECTION OF SUBMISSION OF PROPOSALS:

The proposal request does not commit the City of West Covina to award any contract. The City reserves the right, at its sole discretion, to reject any or all proposals without penalty, to waive irregularities in any proposals or in the proposal procedures, and to be the final judge as to which is the responsible, qualified proposal. Any proposal which contains items not specified, items which are incorrect, which does not complete all the items scheduled, or does not respond to items in the manner specified in this request, and proposals received by telephone, may be considered non responsive and may be rejected on these bases in the sole discretion of the City. Proposals offering less than 90 days for acceptance from the proposed closing date may be considered non responsive and may be rejected. Non-acceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City of West Covina, or that no proposal was deemed acceptable.

13. LETTERS OF OBJECTION

If a supplier discovers any ambiguity, conflict, discrepancy, omission, or other errors in the RFP, he/she shall notify the City of West Covina in writing not less than ten (10) days before the date of opening. Inquiries concerning this RFP should be submitted in writing to the Purchasing Manager, Sue Sindelar, P.O. Box 1440, West Covina, CA 91793 and the envelope should be marked "GRAFFITI." Inquiries are to state the page and applicable RFP section(s) or paragraph number(s) to which the question(s) pertain. Clarification shall be given by written notice to all suppliers without divulging the source of the request, if deemed necessary. The RFP and all subsequent modifications are hereby designated as the sole reference and authority for the preparation of proposals and take precedence over any and all information related to the acquisition obtained from any source either by verbal or written communications.

14. PUBLIC INFORMATION:

Except for proprietary information, clearly designated, all materials received relative to this request will become public information and be available for inspection as provided under the public records act (Government Code, Section 6200, et seq.). The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

15. PROPOSAL VALIDITY PERIOD:

Submitted proposals shall be valid for at least ninety (90) days from the date of submission.

16. NEWS RELEASES:

The service provider shall not make news releases pertaining to an award resulting from proposals made in response to the request without the prior written approval of the City of West Covina. In addition, the successful service provider must agree not to release any advertising copy mentioning the City of West Covina or quoting the opinion of any City employee without written approval by the City of West Covina.

17. BACKGROUND INFORMATION:

The service provider shall submit a copy of its most recent financial statement and a brief statement describing corporate structure, size, year established, and type of services provided.

18. MINORITY AND WOMAN OWNED BUSINESSES:

The City of West Covina herewith notifies all potential suppliers that it will insure that in any contract or purchase agreement entered into, that minority and woman owned business enterprises will be afforded full opportunity to participate in this procurement, and will not be discriminated against on the grounds of sex, race, color or national origin in the consideration for award.

19. CONFLICT OF INTEREST

Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City of West Covina may not accept gratuities, entertainment, meals, or anything of value whatsoever from current or potential suppliers. The offer of such gratuity to an employee of the city shall be cause for declaring such supplier to be an irresponsible bidder and preventing the bidder from bidding. The *Statement of Non Collusion by Contractor* form shall be signed and submitted as part of the bid proposal.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brennan & Associates License # 0649629 5001 Airport Plaza Drive #125 Long Beach, CA 90815	CONTACT NAME: PHONE (A/C, No, Ext): 800-509-6452		FAX (A/C, No): 562-429-6511
	E-MAIL ADDRESS:		
INSURED TymeLine Technology 6765 Groves Court Chino, CA 91710	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Interstate Fire & Casualty Co.		
	INSURER B: State Compensation Ins. Fund		
	INSURER C:		
	INSURER D:		
	INSURER E:		

RECEIVED

SEP - 5 2012

CITY CLERK'S OFFICE
CITY OF WEST COVINA

COVERAGES **CERTIFICATE NUMBER: 2012-2013** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CRC1000351	09/01/2012	09/01/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			196974012	09/01/2012	09/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of West Covina, its officers, agents, and employees are included as an additional insured as respects to liability arising from the insureds operations per the attached form CG 20 10 1185.

CERTIFICATE HOLDER

CANCELLATION

City of West Covina - Finance Dept. 1444 W. Garvey Ave. Room 308 West Covina, CA 91790	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Michael Brennan/MJ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement (signed prior to commencing work for such person or organization) that such person or organization be added as an additional insured on your policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.