Council Meeting of
June 26, 2007

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Recommendation for contract renewal with Graffiti Protective Coatings, Inc., for graffiti removal services in the City of Torrance.

Expenditure: $ 220,000

RECOMMENDATION

The General Services Director recommends that the City Council approve a one year option to renew the contract with Graffiti Protective Coatings, Inc for graffiti removal services in the City of Torrance for fiscal year 2007-2008 for $220,000, with price adjustment not to exceed the Consumer Price Index- All Urban Consumers.

Funding

Funding is available in the 2007-2008 General Services operating budget.

BACKGROUND

The City of Torrance contractor graffiti abatement program initiated in 1989 is now one of the most successful programs in Southern California. This success is a reflection of the program's management and methodology which differs from most other Cities. Torrance's graffiti program places a substantial emphasis on the graffiti contractor's initiative to actively seek out and abate graffiti before it is reported by city residents. The abatement contractor is responsible for the removal of all graffiti visible from a public street or thoroughfare within the City of Torrance, including City parks. Contracted response time is within 24 working hours or 8 hours for City initiated requests, and 4 hours for emergency call outs. However, the City and its contractor strive for abatement within the day of discovery for contractor discovered incidents and within 2 to 3 hours for locations requested by the City Graffiti Program Coordinator.

The current contractor, Graffiti Protective Coatings, Inc. (GPC) has continued to meet these goals where past contractors have struggled. GPC has provided exceptional graffiti abatement services for the City over the last 3 years. During this time, the City has received numerous positive comments from residents on the professionalism and timeliness of abatement services. These comments are a marked change when compared to the previous abatement contractor. Past contractors have typically provided 3 full time crews with all equipment and vehicles necessary for graffiti abatement. Crews work 5 days a week including all holidays and are on call 24 hours a day to respond to emergencies. Response time during emergencies is normally within 2 hours. The intent of the city is to maintain the existing high level of abatement services for the residents of Torrance.

ANALYSIS

On June 7, 2005, the City Council approved a contract with Graffiti Protective Coatings Inc. with an option to renew for an additional 4 years with price adjustments not to exceed the Consumer Price Index- All Urban Consumers.

The Consumer Price Index – All Urban Consumers is 2.9%, an increase of $7.80 for a total cost per crew per day of $276.63. The term of the contract is July 1, 2007 to June 30, 2008.

The General Services Director recommends that City Council approve the option to renew the contract with Graffiti Protective Coatings Inc. for $220,000 for graffiti abatement services for the City of Torrance for fiscal year 2007-2008. If your Honorable Body approves the contract renewal with Graffiti Protective Coatings Inc., it will be the third year of the five year option.

Respectfully submitted,

Sheryl Ballew
General Services Director

By Diane Megerdichian
Business Manager

CONCUR:

Sheryl Ballew
General Services Director

LeRoy J. Jackson
City Manager

Attachment A: Graffiti Protective Coatings Inc. Contract

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of July 1, 2007 ("The Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Graffiti Protective Coatings, a California Corporation ("CONTRACTOR").

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide graffiti removal services for the City of Torrance.

B. In order to obtain the desired services, The CITY has circulated its Request for Proposal to Provide Graffiti Removal Services for the City of Torrance, RFP B2005-23 (the "RFP").

C. CONTRACTOR has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONTRACTOR represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. <u>SERVICES TO BE PERFORMED BY CONTRACTOR</u>

CONTRACTOR will provide the services and materials listed in CONTRACTOR's Proposal submitted in response to the RFP. A copy of the Proposal is attached as Exhibit A.

2. <u>TERM</u>

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2008. This Agreement includes four one-year options. The options can be exercised only by the CITY.

3. <u>COMPENSATION</u>

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $ 220,000.00 ("Agreement Sum"), unless otherwise first approved in writing by the CITY. In the event the CITY

exercises an option for an additional year, then the costs may be increased by an amount not to exceed the Consumer Price Index – All Urban Consumers.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it

to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that

party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY'S REPRESENTATIVE

Jon Landis, Facility Services Manager is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Carla Lenhoff
President

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

(1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

(a) Primary Bodily Injury with limits of at least $500,000 per person, $1,000,000 per occurrence; and

(b) Primary Property Damage of at least $250,000 per occurrence; or

(c) Combined single limits of $1,000,000 per occurrence.

(2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

(3) Workers' Compensation with limits as required by the Labor Code of the State of California and Employers Liability with limits of at least $1,000,000 per occurrence.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.

F. CONTRACTOR must include all subcontractors as insured under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

(1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

(2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

(3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

(4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

(5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the

next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONTRACTOR:	Graffiti Protective Coatings, Inc. 419 N. Larchmont Blvd Suite #264 Los Angeles, CA 90004 Fax: (323) 656-3579
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
a Municipal Corporation

_____
Dan Walker, Mayor

Graffiti Protective Coatings, Inc.
A California corporation

By: _____
Carla Lenoff
President

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Patrick Q. Sullivan
Deputy City Attorney

Attachments: Exhibit A: Proposal

Created: 4/16/97
Revised: 5/12/99

Exhibit A

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP BID NO. B2005-23

Request for Proposal of Graffiti Removal Services for the City of Torrance

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PROPOSAL SUBMITTAL INFORMATION

PLACE: CITY OF TORRANCE
Office of the City Clerk
3031 Torrance Blvd.
Torrance, CA 90503

DEADLINE: 2:00 PM

DATE: Thursday, May 5, 2005

BID DEADLINE
2:00 P.M.
IN CITY CLERK'S OFFICE
ON BID OPENING DAY

The ***ORIGINAL COPY*** of the PROPOSAL must be submitted in a sealed envelope and marked with the Bid number and title

PROPOSALS MAY BE MAILED OR HAND DELIVERED. NO FAXED PROPOSALS WILL BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED. Proposals will be opened and publicly read aloud at 2:15 P.M. on the same date in the Council Chambers, Torrance City Hall.

All responses must include the following components:

- Bidder's Response (Section III of this document) You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)
- Proposed Graffiti Removal Plan as an attachment to bid
- Bidder's Affidavit (Attachment 1)
- Bid Bond (Attachment 2)
- **Upon award of contract, proof of Insurance and business license permit, as indicated in this Bid, must be submitted to the City Clerk.**

Any questions regarding this bid should be directed to:

*** Diane Caseltine ***
General Services Department
(310) 781-7151

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP BID NO. B2005-23

Request for Proposal of Graffiti Removal Services for the City of Torrance

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SECTION I BID INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed bids will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, May 5, 2005 and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of bids. An original and two copies of each bid must re submitted in a sealed envelope and clearly marked: "REQUEST FOR PROPOSAL OF GRAFFITI REMOVAL SERVICES FOR THE CITY OF TORRANCE, RFP B2005-23"

Bid Form:

The bid must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked Request for Proposal of Graffiti Removal Services for the City of Torrance, RFP B2005-23 and addressed to the City Clerk, City of Torrance, 3031 Torrance CA. 90503. If the bid is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the bid form must be filled in, using ink, indelible pencil, or typewriter, and the text of the bid form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a bid will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the bid form over the signature of the Bidder.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening bids. Revisions and amendments, if any, will be announced by an addendum to this bid. If the revisions require additional time to enable Bidders to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the bid. Failure to attach any addendum may render the bid non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any bid, and to be the sole judge of the relative merits of the material and or service mentioned in the respective bids received. The City reserves the right to reject any bid not accompanied with all data or information required.

This bid does not commit the City to award a contract or to pay any cost incurred in the preparation of a bid. All responses to this bid become the property of the City of Torrance.

All awards shall take into consideration local City of Torrance vendor sales tax rebate of 1%.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the bid is genuine and not collusive or made in the interest or on behalf of any person not named in the bid, that the bid has not directly or indirectly induced or solicited any other Bidder to put in a sham bid or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder. Any bid submitted without an affidavit or in violation of this requirement will be rejected.

The Contract:

The Bidder to whom the award is made will be required to enter into a written contract with the City of Torrance, in the form attached. Copies of this Bid and the Bidder's accepted bid will be attached to and become a part of the contract.

Standards for Evaluation of Proposals:

The City staff will use the following priorities, as well as pricing, in determining which bid best meets the needs of the City. The City will be the sole determiner of suitability to the City's needs.

Bids will be rated according to cost per crew, prior experience with comparable bids, response time, their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications.

Errors and Omissions:

The Bidder will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Bidder's specifications submitted with its bid. Full instruction will always be given when errors or omissions are discovered.

Registration of Contractors:

If the bidder calls for work to be performed by a Contractor, the Contractor must be licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professional Code, of the State of California.

Permits and Licenses:

The Bidder will procure all permits and licenses (including City of Torrance business licenses), pay all required charges and fees. For business license information, contact the City of Torrance Business License Office at (310) 618-5828.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP BID NO. B2005-23

Request for Proposal of Graffiti Removal Services for the City of Torrance

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SECTION II TECHNICAL REQUIREMENTS

Introduction:

The following technical requirements describe the City's requirements to provide graffiti removal services for the City of Torrance. All work must be done in accordance with the specifications contained herein.

This Bid is intended to be as descriptive as possible. However, Bidders may not take advantage of omissions or oversights in this document. Bidders must supply products and services that meet or exceed the requirements of this Bid. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

General Information:

- The City of Torrance land area is 21.2 square miles.
- 329 Miles of Streets
- Number of intersections 1870
- 34 Developed Parks, total of 319.5 acreage

Contract shall be awarded for a period of 1 year (July 1 through June 30) with an option to renew annually for an additional 4 years.

Regular Workday	8:00 AM to 4:00 PM
Emergencies	As requested by the City of Torrance

The City Of Torrance will provide the following tools and materials

- Graffiti removal request forms
- Reimbursement to the contractor for paint used in graffiti removal
- City water (for water blasting)
- Digital cameras (see following note)

Digital cameras, camera batteries (2 per camera), digital media cards (2 per camera), and camera cases will be supplied by the City. Cameras and associated equipment will be the responsibility of the contractor after the initial equipment is provided. Camera, battery and digital media condition will be reviewed every 12 months with annual or less frequent replacements, made by the City. Any replacements required prior to 12 months will be the responsibility of the contractor.

Minimum Requirements:

The contractor must be licensed and have held a C-33 contractors license for the last 3 years. The contractor shall have 2 years, continuous, full time experience for 2 or more similar sized municipalities and be responsible for removal of ALL graffiti from public and City property within these Cities. "Similar sized municipalities" are defined as cities having populations over 75,000 and over 10 square miles land area. "Full time experience" is defined as the graffiti contractor having 2 or more personnel permanently assigned to each city for graffiti removal, 8 hours a day, 5 days a week.

All Contractor employees must be able to understand written and verbal instructions provided by the graffiti coordinator, and complete reports relating to graffiti removal.

The Contractor will provide:

1. All vehicles, equipment, tools and materials necessary for safe and effective graffiti removal not specified as provided by the City of Torrance under General Requirements.

2. C-33 contractor's license

3. Insurance as required by the City of Torrance. This includes Workers Compensation Insurance encompassing all employees. See attached contract for amounts.

4. The contractor will remove graffiti within 8 working hours after assignment by the City. All graffiti identified by the contractor must be removed within 24 working hours. Any graffiti containing obscenities shall be removed immediately on identification or assignment.

5. The contractor will have and use reclamation equipment to prevent water used in the graffiti removal process from entering storm drains. Such water shall be disposed of properly.

6. The contract must have appropriate equipment to remove graffiti from hard to reach areas including elevated structures. The contractor must have equipment and ability to buff acid etched glass

7. Contractor vehicles must be labeled with Contractor business name and telephone number.

Work Performed by Bidder:

Graffiti incident work assignments will be provided by the City Of Torrance at the beginning of each workday, Monday through Friday during regularly scheduled City work hours. Work on weekends or after normal work hour periods will be approved or assigned by the City in advance of work.

The Contractor shall document graffiti removal by recording on City provided graffiti removal request forms and photographing each graffiti incident. The Contractor will remove graffiti in the City of Torrance, which is visible from a public street or thoroughfare including all City Parks. The contractor will remove graffiti within 8 working hours after assignment by the City.

The Contractor will as a part of their daily routine <u>seek out and identify graffiti incidents not reported by the City</u>. When these additional graffiti incidents are observed they shall be recorded, photographed and removed. These graffiti incidents will be removed within 24 working hours after discovery. Graffiti incidents containing obscenities of any type will be removed immediately. Removal by cleaning or washing is the preferred method for natural brick and concrete, including sidewalks. The Contractor will ensure each graffiti incident is completely removed or covered without bleed through. When painting over graffiti on a building or structure the contractor shall use a paint color similar to the existing color. Painting shall be done in a neat and workman like manner minimizing drips, spills, or overspray. Areas painted shall be blocked with even edges.

The Contractor will:

1. Attend a daily meeting with the City of Torrance Graffiti Coordinator.
2. Photograph each graffiti incident before removal. Digital photographs shall be have the date recorded on the digital image
3. Identify each graffiti incident using a City provided graffiti removal request form.
4. Provide a daily list of each graffiti incident removed by each crew. Lists shall be in the order of digital photographs provided to the City.
5. Provide a daily total of graffiti incidents removed by each crew.
6. Remove graffiti incidents within 8 working hours after receiving a graffiti removal request
7. Carry a cellular phone and respond to calls from the Graffiti Coordinator.
8. Respond within 4 hours to requests for after hours service calls 24 hours and day, 7 days a week.
9. Seek out and identify graffiti incidents not reported by the City. These graffiti incidents will be removed within 24 working hours after discovery.
10. Graffiti incidents containing obscenities of any type will be removed immediately

Proposal Submittals:

Each proposal must contain:

1. Proposed graffiti removal plan (Attach to bid proposal) to include:
   1.1. Methods of operation
   1.2. Daily routine
   1.3. Proposed number of (crews) to be used. (also in Section III)
   1.4. Response time for after hours calls.
   1.5. Vehicles and equipment assigned each vehicle

2. Employee list with verification of graffiti removal experience. (Section III)
3. List of previous and current customers with up to date customer points of contact. (Section III)
4. List of contractor supplied vehicles, tools, equipment and other materials to be used during graffiti removal (Section III).
5. Cost per day for each (crew), up to 5 days per week. (Section III).
6. Cost per day for full workdays exceeding a 5 day work week. Work weeks run Sunday through Saturday (Section III).
7. Cost per hour for single incident emergency calls of 4 hours or less. (Section III).
8. Cost per gallon of paint. (Section III).
9. Cost per square foot of graffiti film. (Section III).

Exhibit B

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP BID NO. B2005-23

Request for Proposal of Graffiti Removal Services for the City of Torrance

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SECTION III BID PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE BID.

In accordance with your "Invitation to Bid," the following bid proposal is submitted to the City of Torrance.

Bid Proposal Submitted By:

Graffiti Protective Coatings, Inc.
Name of Company

419 N. Larchmont Blvd. #264
Address

Los Angeles, CA 90004
City/State/Zip Code

Carla Lenhoff, Pres.
Printed Name/Title

(323) 464-4472 / (323) 656-3579
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation X Partnership _____ Sole Proprietorship _____

If incorporated, what state: CALIF.

Federal Tax ID # 95-4348423

Business History:

How long have you been in business under your current name and form of business organization?

15 (FIFTEEN) years

If less than three (3) years and your company was in business under a different name, what was that name?

N/A

Contractor's License No.: 672447 **Class:** C-33

a. Date first obtained: JUNE 1993

b. Has License ever been suspended or revoked? NO
If yes, describe when and why: _____

c. Any current claims against License or Bond? NO
If yes, describe claims: _____

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

Barry Steinhart
Name

Gen Mgr.
Title

(213) 591-1153 / (323) 656-3579 (fax)
Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this bid:

Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____

X No Addenda received regarding this bid.

References:

Please supply the names of companies/agencies for whom you recently supplied comparable goods or services as requested in this BID.

Name of Company/Agency	Address	Person to contact/Telephone No.
CITY OF TORRANCE		TONI JOTTER (213)448-2276
CITY OF POMONA	636 W. MONTEREY Pomona 91768	DAVE JOHNSON (909)620-2481
CITY OF BELL	6330 PINE BELL 90201	LUIS RAMIREZ (323)588-6211
CITY OF MAYWOOD	4319 SLAUSON MAYWOOD 90270	ED AHRENS (323)562-5712

Employee List:

Employee Name	Years of Experience	Name of Company/Agency	Person to contact/Telephone
BARRY STEINHART	16	GRAFFITI PROTECTIVE COATINGS, (GPC)	BARRY (213)591-1153
SAM ABUNDIS	10	GPC	BARRY (213) 591-1153
JULIO BONILLA	9	GPC	BARRY (213) 591-1153
JORGE LOPEZ	5	GPC	BARRY (213) 591-1153
WILLIAM SUBUYAJ	2	GPC	BARRY (213) 591-1153

Contractor Supplies:

List of contractor supplied vehicles, tools, equipment and other materials to be used during graffiti removal.

1. 2001 DODGE LONG BED WITH HOT WATER PRESSURE WASHER AND AIRLESS SPRAYER
2. 1999 DODGE LONG BED WITH HOT WATER PRESSURE WASHER AND AIRLESS SPRAYER
3. 2000 CHEVY LONG BED WITH HOT WATER PRESSURE WASHER AND AIRLESS SPRAYER
4. 2004 CHEVY LONG BED WITH HOT WATER PRESSURE WASHER AND AIRLESS SPRAYER
5. 2000 GMC LONG BED WITH HOT WATER PRESSURE WASHER AND AIRLESS SPRAYER
6. PORTABLE WATER RECYCLING/RECOVERY SYSTEMS
7. GPC CREATED GLASS BUFFING SYSTEM

Bid Proposal: All contractor costs of graffiti removal will be included in the daily rate for graffiti removal.

Proposed number of crew to be used on regular full working day: (THREE) 3

Cost per day for each crew, up to five (5) days per week. $ 257.50

Cost per day for full workdays exceeding a five (5) day work week. $ 257.50

Cost per hour for single incident emergency calls of four hours or less $ 50.00

Cost per gallon of paint $ BILLED AT RETAIL COST

Cost per square foot for graffiti film provided and installed $ 3.00/SQ. FT.

Bidder must complete each item with either a check mark to indicate that the item being proposed is exactly as specified, or enter a description in the Bidder's comments column to indicate any deviation from the specifications of the item being proposed.

Bidder is bidding as per the Bid instructions and Specifications of RFP Bid No. B2005-23 in its entirety.	Yes X No _____ If no, list deviations below: _____ _____ _____

1. Proposed methods of operation or daily routine included? Yes X No_____
   (Please include as an attachment to the bid)

2. Please state, if requested by the City, if your company would agree to a renewal of this contract as indicated below:

Yes X We would agree to a contract renewal for a second year with costs increased by an amount not to exceed the Consumer Price Index - All Urban Consumers.

Yes X We would agree to a contract renewal for a third year with costs increased by an amount not to exceed the Consumer Price Index - All Urban Consumers.

Yes X We would agree to a contract renewal for a fourth year with costs increased by an amount not to exceed the Consumer Price Index - All Urban Consumers.

Yes X We would agree to a contract renewal for a fifth year with costs increased by an amount not to exceed the Consumer Price Index - All Urban Consumers.

No_____ We would not be interested in renewing this contract.

GPC
GRAFFITI PROTECTIVE COATINGS

Torrance Proposal

For Graffiti Removal

1.Qualifications of Firm

Graffiti Protective Coatings, Inc. was based on an award winning business plan at the University of Southern California in 1990 that pioneered the use of alternative methods in battling graffiti vandalism. With knowledge of graffiti removal unrivaled by few persons in the nation, the company has proven itself and its processes effective in keeping property free of graffiti. GPC performs its work with tremendous consistency, quality, and safety, in an effort to always exceed the client's expectations.
GPC is a licensed type C-33 contractor, license number 672447. The company's financial health is sound with no pending litigation, mergers, or solvency concerns. GPC has local ownership directly involved in the day-to-day operations of the company and owners are readily accessible and available for face-to-face meetings. GPC meets all the insurance requirements for this contract with certificates currently on file with the City.

GPC can remove graffiti from ***any surface*** leaving no trace of graffiti, and our skilled and efficient personnel can perform these tasks at an extremely fast speed.

GPC has over 600 clients and started contracting with cities a decade ago, providing municipalities the same standards provided our private customers. These standards include 24 hour 7 day a week availability, 98% minimum color match quality, 1 hour or less response to service requests, proactive zero-tolerance patrols, and **always** exceeding the specifications of the scope of work.

2. Staff and Project Organization

GPC offers employee's good pay; thorough training, and the best equipment, and job security for those who take a personal ownership in the clientele. GPC cares about its

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GRAFFITI PROTECTIVE COATINGS

employees and treats staff who excel with respect and gratitude. GPC turnover rate is very low and employee morale and pride towers over our competitors. New hires at GPC must have a clean driving record, pass a drug test and background check, and meet GPC's extremely high minimum standards.

Key Staff and Duties

Key personnel for this proposal are Barry Steinhart and William Subuyaj. Barry Steinhart is GPC's general manager and has a degree in Business Administration from the University of Southern California. Barry will be the project manager of the contract. Barry's job is to organize and manage GPC staff in a manner that the contract is fulfilled seamlessly and that all city concerns and requirements are not only met but exceeded. Barry will be the main contact for this project and will work in the field with all employees as a field employee on a random basis. Barry always gives 100% effort and will do everything possible to please the client.

William Subuyaj is the site manager for the project and has two years experience working all three zones in Torrance. William takes great ownership and pride in GPC and the city of Torrance. His enthusiasm and desire to please the city sets the tone for the two other crews. William currently serves as the site manager in the city for this project. His duties beyond graffiti removal include meeting with and coordinating work orders with city staff, organizing crews, preparing worksheets, and communicating with Barry on a daily basis.

Operations Personnel

GPC field staff for this contract will be our experienced technicians currently fulfilling their roles as field technicians in the second and third trucks. They know the ins and outs of their zones including "hotspots" and all custom colors to be used at each site. GPC staff has six other technicians all with at least four months experience maintaining zones within Torrance. Backup staffs can effectively and competently fill in at a moments notice when the city needs additional service trucks or while a technician is sick or on vacation.

Subcontractors

GPC will use no subcontractors for this contract.

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LABOR-HOUR ALLOCATION CHART

	# Employees	*Working Hours* Allocated Per Week	Field Mgmt. Hours Per Week
Graffiti Removal Tech	2	40 total (each)	0
Project Mgr Barry	1	3	5
Site Mgr William	1	40	5

3. Methods of Operation

GPC's objective is to meet and exceed the city's expectations. GPC will accomplish this by excelling in four areas; Equipment, Staff, Safety, and Process.

Equipment

GPC will dedicate 3 of its 25 rigs *exclusively* for Torrance. GPC will always have a spare truck ready and available if a truck needs service or repairs. All trucks are fully equipped with 3,000 psi 5gpm hot water pressure washers, water tanks, airless sprayers, ladder for high locations, and blaster attachments. GPC's equipment is of the highest quality and all the trucks are customized for graffiti removal. GPC currently has all the equipment needed to fulfill this contract. Including GPC's power buffing equipment that allows for the removal of acid etched graffiti.

GPC possesses many water recovery units. Our high volume unit is truck mounted and designed after a much larger CALTRANS model and is mounted on the truck. The unit is a fully automatic zero discharge-closed loop wash water recovery system. This unit removes all physical particles twenty microns and larger in size as well as absorbing petroleum hydrocarbons. It collects the wash water using a Vacuboom system, filters the water using a media tank system and returns the clean water to the main water tank.

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Our standard recovery unit is portable and can be attached directly to the wand of the pressure washer and recovers water as the technician is working. The portable recycler works similar to the mounted unit except it uses filters in lieu of a media tank. Both machines are in compliance with current wastewater regulations and requirements.

Mounted on the trucks are dual strobe lights. Inside the trucks are caution tape, respirators, first aid kits, MSDS sheets, safety equipment, and tools for repairs. GPC service trucks will be clearly marked with the company name, logo, and telephone number.

Staff

GPC will be using three crews for this project. GPC staff members know how to remove graffiti properly. GPC staff members are smart. They know and recognize hazards and are skilled professionals. All GPC personnel will wear GPC uniforms on duty and will have cell phones for immediate and direct communication.

GPC's crew for this contract will all have experience in Torrance. They know the how to match colors, recognize hot spots and areas of importance, the best times to attack various locations, and how to communicate with city staff.

The city contains some busy thoroughfares, and has a massive population of residents and visitors. Therefore, extreme care and diligence must be utilized when using airless sprayers and chemicals to avoid overspray of cars, personal property, and pedestrians. During the past 16 years GPC personnel have removed hundreds of thousands if not millions of tags with not one insurance claim of overspray, injury, or any other complication for any of our clients.

Safety

GPC's experience removing graffiti at high traffic locations is a tremendous safety advantage. The key to safety is awareness of pressure washer hoses, equipment, bus riders, pedestrians, and all existing and potential hazards. Experience, training, and common sense allow GPC staff to recognize and minimize all potential hazards.

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Process (Daily Routine)
GPC will provide a cell phone to city staff for instant and easy communication. GPC will utilize three crews breaking the city into three zones. The zones will be as follows: all areas of Torrance north of 190th Street; all areas of Torrance between 190th and Torrance Blvd; and all areas of Torrance south of Torrance Blvd. Each Zone will have its own truck and crew specializing in that area.

GPC's workday will start at 6am so that busy thoroughfares can be cleaned safely before heavy morning traffic. During the patrols we will immediately remove all graffiti no matter how small including but not limited to: walls, sidewalks, signs, curbs, windows, phones, hydrants, concrete light poles, steel light poles, roofs, sewer lids, vents, gutters, trees, trash cans, parking bumpers, doors, railings, garage sale signs, stickers, mailboxes, banners, etc. Each site cleaned will be photographed and documented on the worksheet. Parks will also be checked and walked daily with no trace of vandalism left behind.

The site manager will check in with city staff twice a day at 8am and 1pm to get all service requests. Most all service requests will be completed within 1 hour with all requests being completed within 8 working hours; priority calls or obscenities will be responded to in minutes. GPC workday is 8 hours.

GPC custom color matches all buildings along the main drags to 98% or better. GPC will maintain the formulas as well as the inventory of labeled locations. Therefore, our touch-ups will always be 100% accurate. Our custom matches will include specific coatings and bases as needed for unique finishes. For quality reasons, GPC will not use recycled paint.

Each GPC crew will patrol and clean between 50-60 miles of city rights of way daily. GPC takes a proactive approach to graffiti removal, seeking out and immediately cleaning graffiti rather than waiting for frustrated and scared citizens to call in complaints.

Photos and worksheets will be turned in at the end of each workday. Barry Steinhart will be available to the city 24 hours a day, 365 days a year via cell phone. No matter what the Holiday or time, emergency after-hours calls will have a response time of less than one hour.

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Quality Control
Quality control will be the responsibility of every GPC staff member with overall responsibility going to Barry Steinhart. Personnel for this contract are experienced, detail focused, and conscientious.

GPC accepts and performs only "excellent" quality from its staff and that is the standard that the city will receive from GPC. Barry Steinhart will make weekly inspections of work performed. Staff understands that a member doing a poor job negates all the hard work and past performance of others.

GPC has priced this job based on a precise understanding of the work required and amount of time needed to complete this project in a proper manner.

Conclusion
GPC is a strong company with an excellent reputation that has been providing high quality graffiti removal to Torrance for the past three years. GPC staff is extremely competent aided by diligent and disciplined management as well as the best possible equipment. Overall, GPC runs a seamless operation that will provide the city the highest quality work and will exceed all expectations.

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ATTACHMENT 1

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

BIDDER'S AFFIDAVIT

Carla Lenhoff being first duly sworn, deposes and says:

1. That he/she is the President (Title of Office) of Graffiti Protective Coatings, Inc. (Name of Company)

   hereinafter called "Bidder", who has submitted to the City of Torrance a bid for Graffiti Removal Services for the city of Torrance (Bid Title);

2. That the bid proposal is genuine; that all statements of fact in the bid proposal are true;

3. That the bid was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Bidder did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw his bid, to raise or fix the bid price of the Bidder or of anyone else, or to raise or fix any overhead, profit or cost element of the Bidder's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Bidder, or anyone else interested in the proposed contract;

5. That the Bidder has not in any other manner sought by collusion to secure for itself an advantage over any other Bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other Bidder or of anyone else interested in the proposed contract;

6. That the Bidder has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Bidder from considering any bid from any subcontractor or materialman, which is not processed through that bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

7. That the Bidder did not, directly or indirectly, submit the Bidder's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Bidder in its business.

8. That the Bidder has not been debarred from participation in any state, federal or public works project.

Dated this 5 day of MAY, 20 05.

(Bidder Signature)

President
(Title)

BIDDER'S BOND Bid Bond No.: 41031362

NOTE: This form need not be used when a Certified Check is submitted as a Bidder's Bond. Annual Bid Bonds are acceptable.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Graffiti Protective Coatings, Inc. AS PRINCIPAL

AND Platte River Insurance Company AS SURETY

are held and firmly bound unto the City of Torrance, State of California, in the sum of Twenty One Thousand dollars ($ 21,000) for payment whereof we hereby bind ourselves, our successors, heirs, executors and administrators, jointly and severally, firmly by these presents.

The CONDITION of the foregoing obligation is such that, whereas the above bounden Graffiti Protective Coatings, Inc. is about to hand in and submit to the City Clerk of the City of Torrance the foregoing bid or proposal for the furnishing of articles herein mentioned under invitation of the City Manager contained in the Notice Inviting Bids; and if the bid or proposal of Graffiti Removal Services shall be accepted and the contract awarded to said named bidder thereupon by said City Manager, and if the said Graffiti Protective Coatings, Inc. shall fail and neglect to enter into a contract therefore, or to acknowledge receipt of a purchase order thereupon within ten (10) days after the same is awarded to said principal, then the sum guaranteed by this bond is forfeited to the City of Torrance.

All performance and payment bonds will be issued on annually renewable forms.

Given under our hands and with our seal this 4th day of May, 2005 (if corporation, said company subscribing and setting its corporate seal hereto by _____ thereto authorized).

_____ (Signature)

_____ (Seal)
(Principal)

_____ (Seal)
(Surety)

_____ (Seal)
(Surety) John T. Page, Attorney-in-Fact

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41031362

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY,** a corporation of the State of Nebraska, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

---------- JOHN T. PAGE OF FOLSOM, CA ----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

---------- NOT TO EXCEED $2,500,000.00 ----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"**RESOLVED,** that the President, and Executive Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Executive Vice President, this 7th day of July, 2004.

Attest:

James J. McIntyre
Executive Vice President

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

PLATTE RIVER INSURANCE COMPANY

David F. Pauly
President and CEO

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 8th day of January, 2002 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President and CEO of **PLATTE RIVER INSURANCE COMPANY,** the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN KATHLEEN A. PAULSON NOTARY PUBLIC

Kathleen A. Paulson
Notary Public, Dane Co., WI
My Commission Expires 10-15-2006

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY,** a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison, State of Wisconsin this 4th day of May, 2005.

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

James W. Smirz
Assistant Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-001 (7-04)

ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sacramento } SS.

On May 4, 2005 (DATE) before me, Sharon M. Smith (NOTARY)
personally appeared John T. Page (SIGNER(S))

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SHARON M. SMITH
Comm. # 1480828
NOTARY PUBLIC - CALIFORNIA
Sacramento County
My Comm. Expires APR. 6, 2008

WITNESS my hand and official seal.

Sharon M. Smith
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

☐ INDIVIDUAL
☐ CORPORATE OFFICER
(TITLE(S))
☐ PARTNER(S)
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond 41031362
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT OF SIGNER

Top of thumb here