



CITY COUNCIL AGENDA

MEETING DATE: AUGUST 7, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: MAINTENANCE SERVICES DEPARTMENT

SUBJECT: PROPOSAL TO CONTRACT GRAFFITI REMOVAL SERVICES

Approved for Agenda:

A handwritten signature in black ink, appearing to be "DKB", is written over a horizontal line.

City Manager's Office

SUMMARY

This item proposes to contract graffiti removal with Graffiti Protective Coating (GPC), Inc.

RECOMMENDATION

1. Authorize the Director of Engineering to sign an agreement with Graffiti Protective Coatings for \$120,000 for one year of graffiti removal services.
2. Approve budget transfer number 13-0002 in the amount of \$120,000 to fund the agreement.

FISCAL IMPACT

The annual cost of the graffiti removal contract is \$120,000. Funding will come from a transfer of salary allocations to contractual services. There will be no net increase in the budget.

DISCUSSION

Since the early 1990's, Maintenance Services has provided a proactive in-house graffiti removal program. As the amount of graffiti vandalism increased, the program grew from one person to three, plus a truck with specialized removal equipment. One of the

graffiti vandal seeks. Recognizing the value of quick removal, the graffiti team's schedule was modified in December 2011 to provide seven-day per week service. Abatement techniques include painting, chemical removal, and water- or soda-blasting. Employees remove about 600,000 square feet of graffiti per year at a cost of approximately \$200,000, or 33 cents per square foot.

Although the City's graffiti removal employees are efficient, structural issues have limited their productivity. For example, when the single dedicated truck is down for service or repair, water-blasting is not available. Even though employees try to match colors as closely as possible, their ability is limited to a few standard colors. These issues are not limited to Fullerton; many other cities using in-house removal crews face the same limitations.

In early 2011, the City of Santa Ana awarded a contract to Graffiti Protective Coatings, inc., (GPC), of Los Angeles for \$600,000 for removing four million square feet of graffiti per year. GPC charges \$120,000 per truck for seven-day per week service; based on the number of trucks assigned to Santa Ana (five), and the amount of graffiti removed, each truck eradicates 800,000 square feet of graffiti per year, at a cost of 15 cents per square foot. Fullerton staff spoke with Santa Ana's graffiti program manager, who said GPC has done an outstanding job. Graffiti is removed more quickly and from more locations than it was with in-house crews. Santa Ana renewed GPC's contract in early 2012.

Because of Santa Ana's satisfaction with GPC, and its apparent ability to remove graffiti quickly at a lower cost than Fullerton's, staff interviewed Barry Steinhart, GPC's General Manager, about the possibility of contracting with Fullerton. Mr. Steinhart outlined GPC's service strategy:


- GPC uses a proprietary web-based request tracking system. City staff can enter requests from citizens, or citizens can enter requests directly via a free application on a smart phone or computer. Maintenance Services staff will ensure the public is made aware of the graffiti reporting options via the City's public information venues (e.g. Parks & Recreation newsletter, website, press releases, etc.)
- Request status is updated in real time on the website. GPC employees have GIS-capable smart phones and take "before" and "after" photographs of each removal site. The employee also records the day and time of removal, the removal method, and the square feet cleaned.
- Each truck is stocked with 40 paint colors, and employees are trained in color-matching techniques. If a color cannot be matched in the field, GPC can custom mix a color, usually within 24 hours. The company stores custom colors in its Santa Ana warehouse in case they are needed again.

- Response is usually within eight business hours. Once a request is completed, GPC's tracking system sends an email to the requestor, along with an online survey to rate the work.
- Employees are trained for one year before being allowed to work alone. During the training period, employees learn how to feather painted areas rather than simply paint in squares, making the painted area blend in with the surrounding surface. Employee turnover is low, and employees are typically assigned to the same route, so they take ownership of their work and become familiar with local graffiti hotspots.
- Using the online software, City staff can generate reports by district, type of graffiti or removal method, tag, size, and other criteria. The report can also generate map-based reports showing the location of each removal site.

GPC has a well-developed business plan that maximizes productivity and provides City staff and residents with timely information. Staff is not aware of any other vendor offering the same comprehensive approach to graffiti reporting, removal, and data mining.

The City is permitted to use another agency's competitive bid as its own, ("piggybacking"), provided the other agency's contract has been awarded within the past year or is currently in force, and otherwise meets Fullerton's requirements for a competitive bid. The Purchasing Division reviewed Santa Ana's contract and stated it meets Fullerton's requirements. GPC has offered Fullerton the same terms as it did Santa Ana: \$120,000 per truck for seven-day per week service. One truck should meet Fullerton's needs. The three affected City employees will be transferred to other vacant positions in the Maintenance Services Department.

Staff recommends the City Council authorize the Engineering Director to execute a graffiti removal services contract with Graffiti Protective Coatings for one year, in the amount of \$120,000. Funding will come from salary savings gained by contracting. Contract specifications are attached to this agenda letter (Attachment 1).



Donald K Hoppe
Director of Engineering

DH/tc
Attachment 1 – Contract Specifications



July 25, 2012

Mr. Tim Campbell
City of Fullerton
1580 West Commonwealth Ave.
Fullerton, CA 92833

Dear Mr. Campbell:

Graffiti Protective Coatings, Inc. (GPC) will extend its bid pricing with City of Santa Ana, contract A-2011-028 dated February 7, 2011, to the City of Fullerton. A copy of the contract is included with this letter.

GPC will restore and then maintain public and private property within the City as well as City parks, excluding Clark Park, for a flat fee of \$10,000 per month. GPC will include its real-time graffiti work order system and integrated citizen smartphone reporting application at no additional cost.

Kindly contact myself or your Project Manager, Barry Steinhart, with any questions.

Sincerely,

Carla Lénhoff, President
Graffiti Protective Coatings, Inc.

GRAFFITI REMOVAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of February, 2011 by and between Graffiti Protective Coatings, Inc., a California corporation (hereinafter "Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "City").

RECITALS

- A. The City desires to retain a Contractor having special skill and knowledge in the field of graffiti removal.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. **SCOPE OF SERVICES**

Contractor shall provide graffiti removal services, with a staff of five (5) Graffiti Removal Persons, under the direction of City staff, as set forth in Exhibit A, attached hereto and incorporated to this Agreement by reference. Said graffiti removal services shall comply with the City of Santa Ana Graffiti Abatement Standards Manual attached hereto as Exhibit A-1, and Contractor's proposed Method of Approach attached hereto as Exhibit A-2.

Graffiti removal shall be performed every day of the week. It shall be Contractor's responsibility to schedule personnel to ensure graffiti removal is accomplished in a timely manner each day.

2. **COMPENSATION**

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, \$50,000 per month, as set forth in Exhibit B, attached hereto and incorporated by reference. The total sum to be expended under this Agreement shall not exceed \$600,000, annually, during the term of this Agreement.

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. **TERM**

This Agreement shall commence on April 1, 2011 and terminate on March 31, 2012, unless terminated earlier in accordance with Section 12, below. The contract may be extended on the written agreement of the parties, for up to four (4) additional one-year terms. Any such extension shall be subject to the same terms and conditions contained in this Agreement. Increases may be negotiated and adjusted prior to the commencement of any extended term, to be effective during such extended term. In the

event sufficient budgeted funds are not available for a new fiscal period, the City shall notify Contractor of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

4. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance which shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.

b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

c. Worker's Compensation Insurance. In accordance with the provisions of Section 3300 of the Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.

d. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:

- (i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
- (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved in form by the City Attorney.
- (iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

e. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not effect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

6. INDEMNIFICATION

Contractor agrees to and shall indemnify and hold harmless the City, its officers, agents, employees, Contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage, which may arise from the direct or indirect operations of the Contractor or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding.

7. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

8. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by telefacsimile or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
telefacsimile (714) 647-6956

With courtesy copies to:
Public Works Agency - Maintenance Services
City of Santa Ana
220 S. Daisy Avenue
Santa Ana, California 92703

telefacsimile (714) 647-3345
Attn: Will Hayes

and

City Attorney
City of Santa Ana
20 Civic Center Plaza (M-29)
P.O. Box 1988
Santa Ana, California 92702
telefacsimile (714) 647-6515

To Contractor: Graffiti Protective Coatings, Inc.,
Carla Lenhoff
419 N. Larchmont Blvd., #264
Los Angeles, California 90004
telefacsimile (323) 464-4472

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by telefacsimile, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

9. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor nor the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

10. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject of this Agreement performed by City personnel or by other Contractors retained by City.

11. TERMINATION

This Agreement may be terminated by the City upon sixty (60) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor through the termination date, however, payment need not be made for work

which fails to meet the standard of performance specified in the Recitals of this Agreement. Contractor shall have no other claim against City by reason of such termination.

12. DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

14. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

Consultant shall carry out all services pursuant to this Agreement in substantial conformity with all applicable laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of California, the County of Orange, the City, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over the City, including all applicable federal, state, and local occupation, safety and health laws, rules, regulations and standards, applicable state and labor standards, prevailing wage requirements, the City zoning and development standards, City permits and approvals, building, plumbing, mechanical and electrical codes, as they may apply, and all other provisions of the City and its Municipal Code (as they may apply), and all applicable disabled and handicapped access requirements, including, without the limitation, the Americans With Disability Act, 42 U.S.C. § 12101 *et seq.*, Government Code § 4450 *et seq.*, and the Unruh Civil Rights Act, Civil Code § 51 *et seq.*

15. MISCELLANEOUS PROVISIONS

a. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

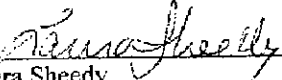

MARIA D. HUIZAR
Clerk of the Council

CITY OF SANTA ANA



DAVID N. REAM
City Manager

APPROVED AS TO FORM:

JOSEPH STRAKA
Interim City Attorney

By: 
Laura Sheedy
Assistant City Attorney

RECOMMENDED FOR APPROVAL:


RAUL GODINEZ II
Executive Director -
Public Works Agency

GRAFFITI PROTECTIVE COATINGS, INC.



CARLA LENHOFF
President
Tax ID# 95-4348423

EXHIBIT A
SCOPE OF SERVICES

I. CONTRACTOR'S RESPONSIBILITIES -

A. Work Assignments

1. Contractor will provide graffiti removal services for all streets, sidewalks, private and public property, parks, bike trails, flood channels, civic center and right-of-ways, located within city limits.
2. The Contractor shall contact the Project Manager and/or his/her designee each weekday, at a mutually agreed upon time, to discuss the Contractor's schedule for the day, pending work orders, areas to be maintained and areas to be inspected for approval. Weekend work orders will be assigned on Friday.
3. The Contractor shall receive work orders from the Project Manager and/or his/her designee via electronic mail, facsimile, or written, as agreed upon by the Project Manager and/or his/her designee and the Contractor.
4. Upon receipt of a work order, the Contractor shall inspect the location and determine the method of removal according to the PWA Graffiti Removal Standards, attached hereto as Attachment 1, which will maintain the integrity of the surface.
5. The Contractor shall provide services within twenty-four (24) hours of receiving work orders. In the event that a site cannot be abated within twenty-four (24) hours due to inclement weather, size of the site or any other reason, the Contractor shall notify the Project Manager and/or his/her designee with the status of the site prior to the end of the twenty-four (24) hour timeline.
6. Work may be assigned as a targeted graffiti route with graffiti removal. As directed by the Project Manager and/or his/her designee, the Contractor shall be assigned to schedule visits to specified sites, neighborhoods or corridors. The Contractor may be required to work with a site, neighborhood or corridor liaison in addition to the Project Manager and/or his/her designee.
7. The Contractor shall meet with the Project Manager and/or his/her designee one time per week at a mutually agreed upon time to discuss program status and issues.
8. The Project Manager and/or his/her designee or the Police Department may designate sites as needing an emergency response. An emergency work order will be issued immediately. Emergency response sites will have first priority and may require abatement on the same day.
9. The Contractor shall deliver completed work orders to the Project Manager and/or his/her designee via electronic mail, facsimile, mail or in person on, or prior to, the first working day of the week following assignment of the work order. Accommodations for special projects may be made.
10. Work on private property shall not be performed without the Contractor a Consent form signed by the owner or authorized by the Project Manager and/or his/her designee. The Contractor shall obtain the signature of the property owner on the consent form prior to beginning work. Original consent forms shall be returned to the Project Manager and/or his/her designee on a weekly basis and are property of the City. The City will maintain a database of Consent Forms.

B. Description of Work

1. The method of removal shall not leave shadows or ghosts and shall not follow the pattern of the graffiti such that letters or shapes remain apparent on the surface after markings have been removed.
2. Unless otherwise approved by the Project Manager and/or his/her designee, graffiti shall be removed so that virtually no trace of the pre-existing graffiti remains.
3. The Contractor shall protect the surfaces adjacent to the area to be abated.

4. The Contractor shall abate the entire surface in the event that the graffiti covers a significant area of the surface. The Project Manager and/or his/her designee shall determine whether or not an entire surface will be abated on a case by case basis.

5. In the event that the Contractor arrives on site to find the graffiti has been abated, the Contractor shall notify the Project Manager and/or his/her designee and submit photos of the location within 24 hours.

6. The Contractor shall ensure protection of the work area at all times including, but not limited to:

a. Barricading the area of work at distances so as not to allow persons who are not involved with the abatement into the area.

b. Barricading area work performed within the public right-of-way.

c. Using warning signs and sidewalk and street cones to inform the public of work being conducted as stipulated in watch handbook.

d. Immediately correcting damage to the work site.

e. Leaving work in undamaged condition.

f. Providing signs to protect the finishes and the public.

7. The Contractor shall remove all equipment and materials from each site and leave the site broom clean at the completion of each removal location.

8. The Contractor shall dispose of all materials containers and excess materials in accordance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements.

Material rinse residue shall be collected and disposed of appropriately.

C. Photographic Documentation of Work

1. Photographs shall document the size, type of surface, hotline or no hotline, private or public property, paint or water blast of the area of graffiti to be abated. Photographs shall be taken before, and upon specific request, after graffiti removal and shall document the address of the location of the graffiti. Equipment to take photographs will be provided by the Contractor.

2. Within ninety (90) days of the commencement of this contract, Contractor shall make modifications to its Target Graffiti software to provide access to the Santa Ana Police Department (SAPD), and ensure the law enforcement data analysis functions are comparable to the current software utilized by the SAPD.

D. Personnel

1. Contractor shall designate one specific individual to oversee and inspect work performed by Contractor's personnel assigned to this contract. The representative shall be immediately available during work activities to receive communications from the Project Manager and/or his/her designee. Such representative shall have a cell phone to in order to be contacted by the Project Manager and/or his/her designated staff.

2. Contractor shall make the designated representative available to accompany the City representative to inspect sites and/or work upon twenty-four (24) hours notice.

3. The Contractor shall utilize only trained, competent employees in the performance of this contract. At the request of the City, the Contractor shall remove from assignment to this contract any incompetent, abusive or disorderly employee, whether supervisory or non-supervisory.

4. Contractor shall ensure that all employees have immediate access to the Material Safety Data Sheet's (MSDS) for each product used in the performance of this contract.

5. Any person assigned to this contract found to be in possession of and/ or under the influence of intoxicants or narcotics shall be removed from assignment to this contract. This person may be subject to arrest and criminal prosecution.

6. Personnel employed by the Contractor shall be screened and are not to perform services under the contract without prior approval from the Contract Representative. All employees performing services must undergo a criminal background investigation prior to service under this contract.
7. Contractor will make reasonable efforts to hire Santa Ana residents to perform this contract. Additionally, Contractor will make it a priority to recruit within the City and give a preference for qualified Santa Ana residents.
8. Contractor will provide services pursuant to this contract out of a location based within the City of Santa Ana.
- 9) Contractor will pay employees performing work on this contract a wage equal to or greater than the Orange County Living Wage.

E. Equipment

1. The Contractor's vehicles and equipment shall be neat in appearance and easily identified. Identification on the Contractor's vehicles shall consist of, at a minimum, company name, local telephone number and contract services provided by City of Santa Ana in print no less than eight (8) inches tall.
2. The Contractor shall maintain its vehicles and equipment in safe and mechanically sound condition.
3. The Contractor shall provide all personnel, vehicles, supplies and equipment necessary to perform services.
4. The Contractor shall purchase from Santa Ana based businesses, paint and paint equipment used in the performance of this contract.

F. Compliance with Applicable Laws and Regulations

1. Contractor shall perform all requirements under and in strict observance of and compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements.
2. Contractor warrants that the performance of services under this contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of this contract.

G. Use of Products

1. The Contractor shall be in possession of a copy of the MSDS for each product used in the performance of work at all times.
2. Contractor shall ensure that all employees have immediate access to the Material Safety Data Sheet's (MSDS) for each product used in the performance of this contract.
3. All products used by the Contractor shall be manufactured products specifically intended for purpose for which they are being used. Contractor shall not devise any products of his/ her own making for use under this contract. The use of all products shall be in strict conformance with the manufacturer's specifications.
4. Contractor shall be in compliance with all provisions of the Federal Hazard Communication Act.

H. Protection of the Public and Damages to existing Structures

1. The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/ or repair charges resulting from the Contractor's actions and responsibility of the Contractor.
2. The Contractor shall not permit placing or use of equipment in such a manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the use of all appropriate warning devices according to the watch handbook.

3. The Contractor shall avoid damage to existing structures. In the event that structure is damaged in the course of the work, the Contractor shall be solely responsible for its repair or replacement.

I. Invoices

1. All invoices for work performed under this contract shall be submitted electronically in an Excel 2003 format approved by the Project Manager and/or his/her designee.
2. The Invoice shall include the following:
 - a. Contract number
 - b. Contractor's invoice number
 - c. Abatement site address
 - d. Work order number
 - e. Beginning and ending dates for services
 - f. Square footage removed for each method of removal
 - g. Total square footage removed
 - h. Unit cost, subtotals and total for invoice

II. SPECIFICATIONS- Painting

1. The Contractor shall professionally match existing paint using an approved paint palette.
2. The Contractor shall not paint previously unpainted surfaces and finishes such as slump stone, split face masonry, stone, brick or concrete block unless painting is specifically requested by the property owner or Project Manager and/or his/her designee. These specific requests shall be noted on the work order for the site.

III. SPECIFICATIONS- Media Blasting and Chemical Removal

1. All chemical graffiti removal products shall be biodegradable and environmentally safe.
2. The Contractor shall perform all abrasive removal techniques so that the abatement area is blended into the adjacent surface.
3. Should one location require more than one removal technique and the total square footage of the abatement does not exceed one hundred fifty (150) feet, the City shall not be charged the minimum charge for both techniques. The Contractor may charge the average of the minimum charges for the techniques used.

IV. WORKING HOURS

Working hours shall be no earlier than 6:00 a.m. to no later than 5:00 p.m. weekdays.

On Saturdays, Sundays and holidays, the Contractor shall respond to all graffiti telephone hotline requests received by 12 noon. Contractor shall respond to graffiti removal request received between 12 noon on Saturday and 12 noon on Sundays by 5:00 p.m. that same Sunday. If the Contractor cannot respond to a request made after 12 noon on a Sunday or holiday, Contractor will inform City on the following workday and abatement responsibility will be assigned by City.

V. Work by the City Staff Because of Nonconformance to Contract

Should the Contractor fail to correct deficiencies or public nuisances that have been created because of Contractor's operation, the City will proceed to take corrective measures and this project will be considered as an emergency. Such work will be done on a staff account basis with an additional callout

charge of \$75 for each callout. It should be noted that there is a minimum of a two-hour charge for labor on any callout.

Contractor shall provide experienced and knowledgeable professional staff. Contractor's Project Manager and staff shall be responsive and maintain excellent working relationships with city residents, property owners, government officials and City staff. The Contractor shall be committed to provide adequate staffing levels at all times in order to adhere to established schedules. The Contractor will be required to carry a State of California Painting Contractor's License and a City of Santa Ana Business License and shall be knowledgeable and very familiar with federal, state and local regulations. Contractor services will include but not limited to attendance at City Commission, City Council and neighborhood meetings as determined by staff.

Subcontractors shall be the responsibility of the prime Contractor and the City shall assume no liability of such subcontractor. The City reserves the right to reject, replace and approve any and all subcontractors.