

TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

GRAFFITI REMOVAL SERVICES

CONTRACT NO. 29521

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor - refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: LOS ANGELES CITY CA STATE ON THE 6th DAY OF MARCH MONTH, 2006

COMPANY NAME: GRAFFITI PROTECTIVE COATINGS, INC. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 419 N. LARCHMONT #264 CITY: LOS ANGELES STATE: CA ZIP: 90004

PHONE: (323) 464-4472 FAX: (323) 656-3579

SI [Signature] (SIGNATURE) PRES. (TITLE)

CARLA LENTHOFF (PRINT NAME) (EMAIL ADDRESS)

SI [Signature] (SIGNATURE) SEC. (TITLE)

STEVEN LENTHOFF (PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature] Director of Financial Management Date 4.17.06

APPROVED AS TO FORM 4/10, 2006
ROBERT E. SHANNON
CITY ATTORNEY
[Signature]
Senior Deputy

BID NUMBER PA-02905

The following information is submitted regarding the bidder:

Legal Form of Bidder:

Corporation State of CALIF
Partnership State of _____
General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

Composition of Ownership (more than 50% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

The undersigned hereby certifies that the information furnished above is true and correct to the best of his knowledge.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

N/A

On _____ Before me, _____
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared _____
NAME(S) OF 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
 - CORPORATE OFFICER
- _____
TITLE(S)
- PARTNER(S) LIMITED
 - GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER:
- _____

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the bid, including visits to the Site prior to submittal of the bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the bid and shall be disregarded by the City. Any changes or corrections in the bid must be initialed in ink by the person signing the bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within 14 days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and

City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder includes

INSTRUCTIONS TO BIDDERS

11. RIGHT TO REJECT:

City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

12. SAMPLES:

Samples of items when requested or required must be furnished to the city free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

13. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

14. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

SUBMIT TO:

CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: MARCH 7, 2006
TIME: 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

LEE E WAYNE 562/570-8039
BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

JOE FUENTES 562/570-6740

Each bidder must become fully informed of the conditions relating to the Work and the employment of labor thereon. Failure to do so will not relieve the Contractor

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications in methods of shipment and packaging and

measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any

officials, employees, and agents shall be named as additional insureds by endorsement. There shall be no limitation of coverage afforded to the City, its Boards, and their officials, employees, and agents.

3. **Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident.**

B. Acceptability of Insurers

The insurance required herein must be placed with carriers admitted to write insurance in California, or with nonadmitted insurers with a rating of or equivalent to A:VIII by A.M. Best Company.

C. Verification of Coverage

The Contractor shall furnish to the City the documentation set forth in paragraph D below prior to the effective date of the Contract and shall, at least 30 days prior to expiration of the insurance required herein, furnish to the City renewal documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf.

The City reserves the right to require complete, certified copies of all insurance required herein at any time.

The Contractor shall notify the City in writing within five business days if any insurance required herein is voided by the insurer or cancelled by the insured.

office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Pr

the insurance afforded by the general liability policy is primary to any insurance or self-insurance of the City, its Boards, their officials, employees, or agents as respects operations of the Named Insured. Any insurance maintained by the City, its Boards, or their officials, employees, or agents shall be in excess of Contractor's insurance and shall not contribute to it.

- d. **SEVERABILITY OF INTEREST** endorsement, which provides that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. **ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS** endorsement. The policy must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to the City, its Boards, or their officials, employees, or agents.
4. **Workers' compensation and employer's liability insurance endorsements**
- a. **CANCELLATION** endorsement, which provides that the City is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
 - b. **WAIVER OF SUBROGATION** endorsement which provides that the insurer will waive its right of subrogation against the City, its Boards, and their officials, employees and agents with respect to any losses paid under the terms of the workers' compensation and employer's

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any work on City's property, Contractor shall furnish the City

Best Management Practices (BMPs) shall be defined as any program,

removes, or reduces pollution.

**SPECIFICATIONS
FOR THE ANNUAL CONTRACT FOR GRAFFITI REMOVAL
IN THE CITY OF LONG BEACH, CALIFORNIA**

DESCRIPTION OF WORK TO BE DONE

The Work to be done hereunder consists primarily of removing graffiti on privately owned properties including various businesses and private residences in the City of Long Beach. The Work generally includes removal by paintovers (matching existing painted surface), chemical wipes, sandblasting, and waterblasting.

GENERAL REQUIREMENTS

Specifications and Standards:

All work embraced herein shall be done in accordance with the applicable requirements provided in "STANDARD SPECIFICATIONS for PUBLIC WORKS CONSTRUCTION, 2003 EDITION", adopted by the City Council of the City of Long Beach and in accordance with these General Requirements.

Whenever reference is made to "Standard Specifications," it shall be deemed to mean "STANDARD SPECIFICATIONS for PUBLIC WORKS CONSTRUCTION, 2003 Edition."

If the bidder believes that a conflict exists between said documents or said documents and the bid form, the bidder shall request in writing an interpretation of said documents prior to the filing of the Bid. If the bidder fails to make such a request, then the City will assume that no conflict exists. If the bidder is awarded a contract, the bidder shall be bound by the Specifications and Bid and shall perform the required work at the price bid.

Terms:

Any term used herein, whether or not capitalized that is defined in Part 1 of the Standard Specifications shall have the meaning stated in said Section.

Abbreviations:

<i>Abbreviation</i>	<i>Word or Words</i>
Bldg	Building
BMP	Best Management Practice
CLB, COLB	City of Long Beach
FMO	Facilities Management Officer of the Public Works Administration, Planning and Facilities Bureau
LB	Long Beach
m	Meter
mm	Millimeter
m ²	Square meter
m ³	Cubic meter
No.	Number
NS-n, SE-n, or WM-n	Best Management Practice description from the California Stormwater Quality Association BMP Handbook. The letter "n" denotes the description number.
Rd	Road
SF	Square foot
St	Street

GENERAL REQUIREMENTS

Units of Measure:

U.S. Standard Measures shall be used for construction unless otherwise noted in the Specifications for the Work.

Information Provided During The Bid Period:

The bidder may, prior to bid opening, request in writing from the FMO clarification of the Specifications. If the Purchasing Agent, in her sole discretion, believes there is a need for clarification, the Purchasing Division will issue an Addendum to all prospective bidders. No verbal requests will be honored. No verbal clarifications can be given but, if any verbal statements are made by any City employee, the bidder acknowledges by submitting a Bid that said employee had no authority to make such statement and warrants that the bidder did not rely on such statements.

Examination of Site and Work:

Subsection 2-5.1, "General," of the Standard Specifications is supplemented by the following:

GENERAL REQUIREMENTS

Contractor prior to the expiration date. The Contractor shall submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. No price increases will be allowed during the original contract term.

The City will meet with the Contractor annually to determine if cost increases will be allowed after the original contract term. If the City agrees to a cost increase, it will not be more than the annual change in the Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County, CA Area published by the Bureau of Labor Statistics of the U.S. Department of Labor. The City reserves the right to accept or reject any price increase, and can cancel the renewal notice if any price increase is not acceptable.

Subcontracts:

Bidders are required to submit a list of subcontractors as provided in Subsection 2-3.1, "General," of the Standard Specifications. Failure to submit such list may cause the Bid to be rejected as non-responsive.

To the extent that Subsection 2-3.1 is inconsistent with Long Beach Municipal Code Sections 2.87.010 through 2.87.080, the Long Beach Municipal Code supersedes Subsection 2-3.1.

Bonds:

Section 2-4, "Contract Bonds," of the Standard Specifications is supplemented by the following:

Sureties that are not listed in the latest revision of the United States Department of the Treasury Circular 570 shall nevertheless be admitted to issue bonds in the State of California.

Performance Bond:

The Contractor shall submit a Faithful Performance Bond to the City Purchasing Agent, 333 W. Ocean Blvd, Plaza Level, Long Beach, CA 90802. The amount of the bond shall be \$100,000.00 and shall be submitted concurrently with the executed contract.

Labor and Material Bond:

The Contractor shall submit a Labor and Material Bond to the City Purchasing Agent, 333 W. Ocean Blvd, Plaza Level, Long Beach, CA 90802. The amount of the bond shall be \$100,000.00 and shall be submitted concurrently with the executed contract.

GENERAL REQUIREMENTS

Protection of Work and Materials:

Subsection 4-1.2, "Protection of Work and Materials," of the Standard Specifications is supplemented by the following:

Materials damaged by the Contractor's operations shall be removed and replaced at the Contractor's sole expense before the final inspection and acceptance.

Taxes:

Bidders shall make no mention in the Bid of sales tax, use tax, or any other tax, as all amounts bid will be deemed to include all taxes.

The Contractor shall pay all sales, consumer, use, and other taxes required to be paid in accordance with the laws and regulations of the place of the Work, which are applicable during the performance of the Work. The City of Long Beach is not exempt from sales tax.

Labor:

Delete the third paragraph of Subsection 7-2.2, "Laws," of the Standard Specifications and substitute the following:

requested by the FMO or his authorized City representative. Contractor will receive a

GENERAL REQUIREMENTS

apprenticeship committee nearest the site, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases shall be not less than one to five except as specified by law.

The Contractor shall contribute to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices, or journeymen in an apprenticeable trade, and if other contractors on the site are making such contributions.

Information on apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards branch office, located at 320 West 4th Street, Suite 830, Los Angeles, California.

Insurance:

Delete the provisions of Section 7-3, "Liability Insurance," and Section 7-4, "Workers' Compensation Insurance," of the Standard Specifications. Instead, prior to the execution of the Contract, the Contractor shall comply with the following requirements and the City of Long Beach Certificate of Insurance and Endorsements.

Contractor shall, at its sole cost and expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, officers, employees or subcontractors. Payment for insurance shall be considered as included in the various items of Work as bid, and no additional payment will be made therefor.

GENERAL REQUIREMENTS

A. Minimum Insurance Requirements

1. Commercial general liability insurance (equivalent in scope to Insurance Services Office (ISO) form number CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, XCU (explosion, underground, and collapse) perils, products and completed operations liability, independent contractors liability, and cross liability protection. The City, its Boards, and their officials, employees, and agents shall be named as additional insureds by endorsement (equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85). There shall be no limitations on the coverage afforded to the City, its Boards, and their officials, employees and agents.
2. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92) covering symbol 1, "Any Auto" in an amount not less than \$750,000 combined single limit per accident. The City, its

Equipment shall be clean and maintained in a safe operating manner and subject to inspection by the City.

Preparation and Clean-Up:

Contractor shall prepare and clean surfaces to be painted by wiping with a wet rag only (no scraping) with containment to avoid paint disturbance and contamination. All properties shall be left clean of all debris, dust, residue, and excess paint.

Appearance and Tenant/Owner Relations:

Contractor's employees shall wear clean clothing in the performance of their duties and, at all times, perform their work with the utmost courtesy to the public, especially tenants and owners.

GENERAL REQUIREMENTS

Such notice shall be sent by certified mail, return receipt requested, and shall include a certificate of insurance and the required endorsements for the replacement coverage.

D. Documentation Required

The certificates and endorsements shall be on forms provided by the City and shall be received and approved by the City before Work commences. As an alternative, Contractor may submit certified copies of any policy that includes the required endorsement language as set forth below in paragraphs D.2, D.3, and D.4 below.

1. Certificates of insurance evidencing the required general liability insurance, automobile liability insurance, and workers' compensation insurance required hereunder.
2. General liability insurance endorsements
 - a. **ADDITIONAL INSURED** endorsement (equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85) naming the City of Long Beach, its Boards, and their officials, employees, and agents as additional insureds.
 - b. **CANCELLATION** endorsement, which provides that the City is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
 - c. **CONTRIBUTION NOT REQUIRED** endorsement which provides that the insurance afforded by the general liability policy is primary to any insurance or self-insurance of the City, its Boards, or their officials, employees, or agents as respects operations of the Named Insured. Any insurance maintained by the City, its Boards, their officials, employees, or agents shall be in excess of Contractor's insurance and shall not contribute to it.
 - d. **SEVERABILITY OF INTEREST** endorsement which provides that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. **ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS** endorsement. The policy must be endorsed to provide that any failure to comply with the reporting

GENERAL REQUIREMENTS

provisions of the policy shall not affect coverage to the City, its Boards, or their officials, employees, or agents.

3. Automobile liability insurance

- a. ADDITIONAL INSURED endorsement naming the City of Long Beach, its Boards, and their officials, employees, and agents as additional insureds with respect to any auto owned, leased, hired, borrowed or used by the Named Insured, in connection with this Contract.**
- b. CANCELLATION endorsement, which provides that the City is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.**
- c. CONTRIBUTION NOT REQUIRED endorsement which provides that**

opening of Bids. If, within 60 working days following the opening of Bids, the City has not awarded a contract for the work, then the bidder may, upon request, withdraw its Bid without forfeiture of Bid security.

Each bidder shall record on its Bid the number and termination dates of all necessary licenses. A valid state license, sufficient to qualify the bidder to perform as prime contractor, is a pre-requisite for award of contract. Necessary City licenses may be secured after the Bids are opened, but prior to executing the contract.

It is absolutely essential that your Bid be properly signed.

All bids must be sealed within the self-addressed envelope provided, and filed in the office of the City Clerk on the street level of the Long Beach City Hall at the Long Beach Civic Center, 333 West Ocean Boulevard, Long Beach, California 90802.

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2003, Edition, referred to herein, are on file in the City Engineer's Office, where prospective bidders may inspect them. Copies of said Standard Specifications may be purchased from the publisher, Building News, Inc., 1612 S. Clementine Street, Anaheim, California 92802, telephone (714) 517-0970.

GENERAL REQUIREMENTS

liability insurance policy which arise from work performed by the Named Insured for the City.

E. Self-insured programs, self-insured retentions, deductibles

1. Any self-insurance program, self-insured retention, or deductible must be approved separately in writing by City's Risk Manager or designee and shall protect the City, its Boards and their officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance, self-insured retention, or deductible provisions.
2. The Contractor is expressly obligated to provide for the legal defense and investigation of any claim against the City as an additional insured and for all costs and expense incidental to such defense or investigation.
3. The Contractor shall, upon request, complete the City's self-insurance questionnaire and required certification by the Contractor's financial officer.

F. Subcontractors

The Contractor shall require that all subcontractors meet the requirements of this Section unless otherwise agreed in writing by City's Risk Manager or designee.

Indemnity:

The Contractor shall indemnify, hold harmless, and defend the City, its Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liens, penalties, liability, loss, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the Work, and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors, either as a sole or contributory cause, sustained by any person or entity (including, but not limited to, any employee or representative of the City or the Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence of the City, its Boards, or their officials, employees, or agents.

With respect to any premises or equipment of the City made use of in the performance of the Contract, the Contractor shall have inspected same prior to use, accepted them in good and safe condition and agree to maintain them in a safe condition for the protection of its employees while using them during the performance of the Work.

GENERAL REQUIREMENTS

Water Pollution Control and Best Management Practices:

Add the following to Subsection 7-8.6, "Water Pollution Control," of the Thousand Dollars, as a guarantee that the bidder, if awarded a contract, will execute and deliver to the City Purchasing Agent, within 15 calendar days after such contract is tendered, a contract for furnishing all the necessary labor, tools, materials, appliances, and equipment for, and doing the work called for herein, together with a good and sufficient corporate surety bond in favor of the City of Long Beach, for an amount of not less than One Hundred Thousand Dollars for the faithful performance of such contract, and a good and sufficient corporate surety bond in an amount of not less than One Hundred Thousand Dollars for the payment of all labor and material claims.

If the bidder to whom the contract is awarded fails or neglects to sign a contract with the City, including the filing of any required bonds and insurance documents, within 15 calendar days after the contract is tendered to the bidder for signature, the City may, in its sole discretion, declare the Bid security to be forfeited, and the money or bond for the Bid security shall be deposited into the City Treasury.

Certified checks or bank drafts accompanying all Bids will be retained by the City until an award of contract has been made. Checks or bank drafts submitted with the Bid of the bidder to whom an award of contract is made, and with the next higher Bid, will be retained until a contract between the successful bidder and the City has been executed.

In the event the contract to be awarded hereunder, including Specifications and other documents incorporated therein by reference, provides for the withholding of monies by the City to ensure performance of such contract, the Contractor may deposit with the City as a substitute for said monies, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution within 5 working days after award of the Contract and bears all expenses in connection therewith. Contractor may deposit said monies with the City or a State of California or Federally chartered bank as escrow agent in accordance with the California Public Contract Code, Section 22300.

The City Manager reserves the right, in his discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

(SEAL)

/s/ LARRY HERRERA
CITY CLERK, CITY OF LONG BEACH, CALIFORNIA

GENERAL REQUIREMENTS

Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the City of Long Beach"), and related BMPs. The City will deduct from the money due or to become due to the Contractor the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's failure to comply with these provisions or less than complete implementation of the specified BMPs. In addition, the Contractor shall defend, indemnify, and hold the City harmless for any liability related to the Contractor's (or its subcontractors) failure to comply with these laws and regulations.

Full payment for the implementation of BMPs, including the construction, removal, and furnishing of all necessary labor, equipment and materials, shall be considered as included in the unit prices bid for the various items of Work, and no additional payment will be made therefore.

Construction of Repairs on Privately-owned Property:

Section 7-5, "Permits", of the Standard Specifications is supplemented by the following:

When specifically requested or permitted by the property owner, the Contractor will be required to enter private property to perform the required Work.

Protection of Existing Improvements:

Section 7-9, "Protection and Restoration of Existing Improvements," of the Standard Specifications is supplemented by the following:

The Contractor shall become familiarized with all existing improvements and facilities, both public and private, on the Work site and shall provide adequate safeguards to prevent damage to existing structures and improvements. Any damage to property from any cause, which might have been prevented by the Contractor, the Contractor's employees, agents or subcontractors shall be repaired within 10 calendar days after such damage at the Contractor's sole cost and expense. Water service breaks shall be repaired the same day. In the event that the Contractor fails to repair such damages, the City will make the repairs, or cause them to be made, and the cost of repairs shall be deducted from the money due or to become due the Contractor.

Public Convenience and Safety:

Section 7-10, "Public Convenience and Safety," of the Standard Specifications is supplemented by the following:

The Contractor shall have at the Work site copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders and General Industrial Safety Orders issued by the State Division of Industrial Safety. The Contractor shall comply with

GENERAL REQUIREMENTS

provisions of these and all other applicable federal, state and local laws, ordinances and regulations.

If the Contractor fails to take necessary precautions to provide for proper public convenience and safety, the City may take necessary corrective action including the erection of suitable and sufficient barriers, signs, lights and other protective devices. The City shall, upon completion of any such work, notify the Contractor in writing of the character and extent of, and reason for, the Work. The City shall deduct the cost of said work from the money due or to become due the Contractor.

Protection of Employees and Others:

The Contractor shall at its sole expense take such precautions as are necessary to protect workers engaged in the performance of the work specified hereunder and to prevent accidents or injury to such workers or others. The Contractor shall comply with all safety orders of the Division of Industrial Safety of the State of California as well as applicable Federal regulations insofar as the same pertain to the Contractor's operations. Should any unusual or hazardous condition exist by reason of the work to be performed or should any unusual or hazardous condition arise out of the performance of such work, or should a condition involving a peculiar risk of bodily harm to workers or others arise, then the Contractor shall take all precautions and employ all controls necessary to protect workers and others.

Noise Control:

The Contractor shall endeavor to keep the noise level resulting from its operations to a minimum at all times, especially during the morning hours.

Completion and Acceptance:

Add the following to Section 6-8, "Completion, Acceptance, and Warranty," of the Standard Specifications:

The acceptance of the Work or the payment of any money by the City shall not operate as a waiver of any provision of this Contract, or of any power reserved to the City, or of any right to damages or indemnity as provided in this Contract. The waiver of any breach of this Contract, or any default hereunder, shall not be held to be a waiver of any other or subsequent breach or default.

Payment:

Section 9, "Measurement and Payment," of the Standard Specifications is supplemented by the following:

GENERAL REQUIREMENTS

Contractor shall submit, on a monthly basis, an original invoice with the following information noted for each removal:

Address, square footage, and method of graffiti removal.

Number of tags removed.

Cost by unit measurement (per Summary of Bid Items).

The City will pay said invoice in due course of payments, usually no more than thirty (30) days after receipt of the invoice, providing that all work performed during the preceding month has been in accordance with these Specifications.

Guarantee:

Contractor shall guarantee all work done against failure due to defective materials and faulty work after the date of acceptance of work by the City for a period of one year.

SUPPLEMENTAL CONDITIONS

Qualifications of Bidders:

Each bidder shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these Specifications and shall be engaged in the business of providing graffiti removal services by the use of its own trained and qualified employees and equipment, material, and supplies, except as specified in these Specifications. Contractor shall be fully licensed to perform the services required under this Contract.

Reference Requirements:

Client References: Bidder shall furnish with the Bid on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom bidder has provided similar services. The City intends to contact these customers to determine reliability, Bidder's performance, service and other applicable information.

Work Schedule and Assignments:

The Contractor shall remove all graffiti from privately owned properties as

SUPPLEMENTAL CONDITIONS

Removal Documentation:

Contractor shall submit a daily notice of completed work to the Public Works' Facilities Management Division Anti-Graffiti Office. Completion reports shall include the site address (or description if no street address), square footage, method of graffiti removal, number of tags removed, and notations denoting any specific removals requested by the City.

Upon request by the City, Contractor shall document removal of all graffiti with "Before" and "After" removal photos. Photos shall be annotated with a date to correspond with the submitted completion reports. FMO will give 24 hours notice for any required documentation of removals. Contractor shall submit photos within 48 hours after removals.

Associated costs for documentation of graffiti removals shall be paid by the Contractor and included in the unit price bid; no additional payment will be made for those associated costs.

Emergency Response:

Contractor shall promptly respond to emergency requests within 24 hours after receipt of notice from the City.

Materials and Equipment:

Contractor shall properly prepare all stucco, masonry, metal, wood, or other exterior surfaces in a manner that will result in acceptable bonding of the applied paint and deter the visibility of graffiti. Contractor shall use "Spectra-Tone" or approved equal vinyl acrylic flat paint when painting all exterior surfaces. Use of recycled paint is not acceptable. All trucks servicing the City shall contain a hot water pressure washer, a water tank, and an airless sprayer.

SUPPLEMENTAL CONDITIONS

Minimum Standards:

Deep-base paint: Firm drying time of 60 minutes, hard within 12 hours.
Spreading rate: 300 sq. ft. per gallon on stucco and masonry
350 to 450 sq. ft. per gallon on wood.

Light-base paint: Firm drying time of 60 minutes.
Spreading rate: 350 to 400 sq. ft. per gallon.

Contractor shall endeavor to match each site's original paint color as closely as possible. Contractor shall repaint any paintover color match the FMO, or his designee, deems to be not acceptable at no cost to the City.

Any paint used that was deemed unacceptable by the City shall be removed by the Contractor at no cost to the City.

Contractor shall ensure its operation complies with all applicable laws and regulations including all H.U.D. Lead-Based Paint, California Air Resources Board, National Pollution Discharge Elimination Systems, and Clean Air Act requirements.

Contractor shall provide an airless spray unit (minimum 2,500 psi), generator (minimum 15 amps), a high-pressure water sandblast (minimum 1,200 psi), and other equipment as necessary to perform graffiti removal (e.g. ladders, brushes, etc.)

For certain surfaces, chemical-based materials may be used in a manner

SUPPLEMENTAL CONDITIONS

Material Safety Data Sheets:

In compliance with Title 8 of the California Code of Regulations and OSHA, the City requires two copies of the current U.S. Dept of Labor Material Safety Data Sheet (MSDS) for items shown in the Contract. The MSDS shall be submitted to the FMO prior to use of a new material.

Payment will not be made to the Contractor unless this documentation has been submitted to the City.

BIDDER'S NAME: GRAFFITI PROTECTIVE COATINGS, INC

**-- IMPORTANT --
READ CAREFULLY BEFORE
MAKING OUT YOUR BID**

INSTRUCTIONS TO BIDDERS

Do not remove any documents from, or add any documents to, this file. Any such removal or addition may invalidate your Bid.

DO NOT MAKE ANY ALTERATIONS OF ANY KIND IN THE BID FORM. The only figures to be placed on said Bid form are those necessary to appropriately fill in the blank spaces provided thereon.

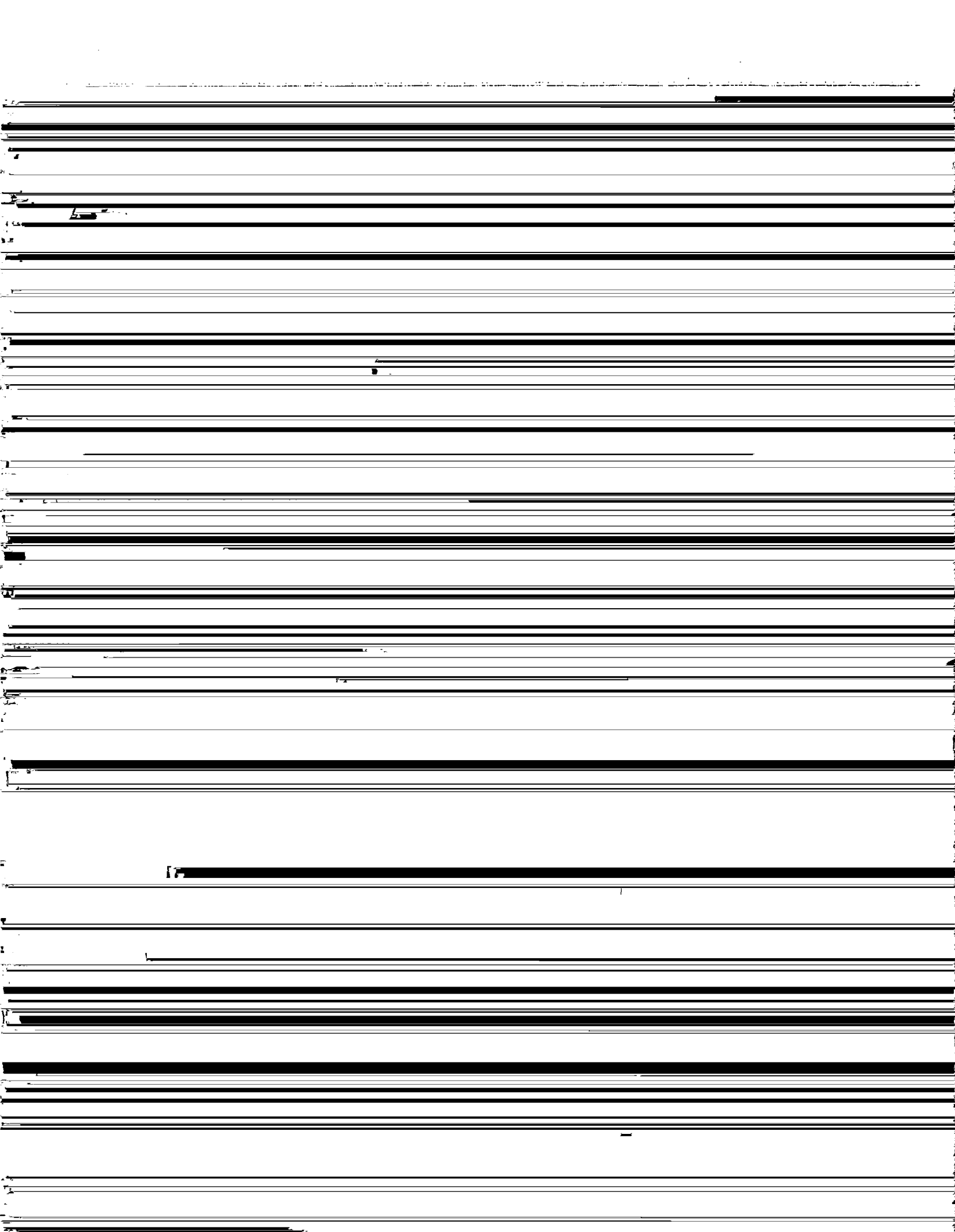
The bidder shall set forth for each item of work, in clearly legible figures, a unit price and an item total for each item of work in the respective spaces provided for this purpose. The amount set forth under the "ITEM TOTAL" column shall be the extension of the unit price bid multiplied by the estimated quantity for the item. If the bidder fails to enter a unit price and enters only an item total, then the City will divide the item total by the estimated quantity to arrive at a unit price, and the bidder shall be bound by that unit price. If the unit price is less than one cent, be sure to include the proper number of zeros. If there is a discrepancy between the unit price and the item total, the unit price shall prevail over the item total, and the City will correct the item total.

The summation of all items in the "ITEM TOTAL" column shall be placed at the caption "TOTAL AMOUNT BID". The "TOTAL AMOUNT BID" is informational only and may be used for comparison in determining the apparent low Bid at time of Bid opening. The summation of the mathematically correct extended totals for each item under the "ITEM TOTAL" column is the intended bid. Any errors shall, at the option of the City, constitute grounds for the rejection of the Bid.

Each Bid shall be accompanied either by a certified check or bank draft payable to the City Auditor of the City of Long Beach, and drawn on a solvent bank of the United States of America, or by a bidder's bond in an amount of not less than Ten Thousand Dollars. In the event a bidder's bond is submitted, such bond must be on the form contained in this file.

Certified checks or bank drafts accompanying all Bids will be retained by the City until an award of contract has been made. Checks or bank drafts submitted with the Bid of the bidder to whom an award of contract is made, and with the next higher Bid, will be retained until a contract has been executed.

Each bidder shall guarantee its Bid for a period of 60 working days following the



NOTICE INVITING BIDS

FOR THE ANNUAL CONTRACT FOR GRAFFITI REMOVAL IN THE CITY OF LONG BEACH, CALIFORNIA

NOTICE IS HEREBY GIVEN that sealed Bids will be received at the office of the City Clerk, Plaza Level, City Hall, 333 West Ocean Boulevard, Long Beach, California, until 11:00 a.m., on March 7, 2006, at which time said Bids will be publicly opened and declared for furnishing all necessary labor, tools, materials, appliances and equipment for removing graffiti, in accordance with "Specifications No. PA-02905 for the Annual Contract for Graffiti Removal in the City of Long Beach, California," on file in the office of the City Purchasing Agent of said City to which Specifications reference is hereby made for further particulars.

Bids are required for the entire work described herein.

It is the policy of the City of Long Beach to encourage the participation of Minority and Women Owned Business Enterprises (MBEs and WBEs) in the City's procurement process. Whenever possible, the Contractor should seek to accomplish a goal of at least 15 percent MBE participation and 15 percent WBE participation.

The Contractor shall possess the appropriate licenses at the time the Bid is submitted.

Copies of said Specifications may be obtained on the Monday following publication of this notice at the City's Purchasing Division Counter, telephone (562) 570-6362, Plaza Level, City Hall, 333 West Ocean Boulevard, Long Beach, California 90802.

The term of the Contract shall be from the contract award date to September 30, 2006, but may be extended for up to four (4) additional one-year terms if both the City and Contractor agree to do so.

Payment will be made in due course of payments by the City of Long Beach in accordance with Section 9 of the Standard Specifications.

Information regarding bidding procedure or requirements of the Specifications may be obtained from the Facilities Management Division Office by telephoning (562) 570-2718.

In accordance with the Americans With Disabilities Act (ADA), the information contained in this notice and in the Specifications is available in an alternative format by request to the Facilities Management Division Office by telephoning (562) 570-2718.

Each Bid shall be accompanied by a certified check or bank draft payable to the City Auditor of the City of Long Beach, and drawn on a solvent bank in the United States of America, or a satisfactory bond of an amount not less than Ten

DATE

/s/

GERALD R. MILLER
CITY MANAGER

BIDDER'S NAME GRAFFITI PROTECTIVE COATINGS, INC.

BID

C-33 LICENSE #672447
exp 6/30/07

**FOR THE ANNUAL CONTRACT FOR GRAFFITI REMOVAL
IN THE CITY OF LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above-titled work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on March 7, 2006, after 11:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances and equipment for and perform all work mentioned in said Notice Inviting Bids, in full compliance with PA-02905. Bids are to be submitted to the City Clerk's Office of Long Beach City Hall no later than March 7, 2006 at 11:00 a.m.

ITEM NO.	ITEM DESCRIPTION	QUANTITIES	UNIT	UNIT PRICE (IN FIGURES)
1.	Paint Surface, color matching, minimum charge per location			
		150 sq ft or less	Location	\$ 22.00
		150 sq ft or more	Sq. Ft.	\$.14
2.	Sand Blast, porous surface, minimum charge per location			

Best Management Practices (BMPs) shall be defined as any program, technology, process, operating method, measure or device, which controls, prevents, removes, or reduces pollution.

At a minimum, the Contractor shall implement the following BMPs in conjunction with the Work:

<u>Title</u>	<u>Number</u>
General Site Management	
Water Conservation	NS-1
Vehicle and Equipment Cleaning	NS-8
Vehicle and Equipment Fueling	NS-9
Vehicle and Equipment Maintenance	NS-10
Employee/Subcontractor Training	-

Construction Materials and Waste Management

7.	Indicate other methods used to complete task		Unit	
	Method a. <u>wiping down</u>		_____	\$ N/C
	Method b. _____		_____	\$

Where did you hear about this bid?

INTERNET / E-MAIL

ADDENDUM NO. 1

ACKNOWLEDGEMENT RECEIPT

Receipt of Addendum No. 1 to "Specification for the Annual Contract for Graffiti Removal in the City of Long Beach" is hereby acknowledged.

This 6th day of March 2006.

CARLA LENTHOFF

Name of Representative submitting Bid


Signature of Representative

GRAFFITI PROTECTIVE COATINGS, INC.

Company Name

(33) 464-4472

Company Telephone Number

GPCLA@MSN.COM

Company Email Address

BIDDER'S BOND

CITY OF LONG BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Graffiti Protective Coatings, Inc.

Platte River Insurance Company, as Principal, and Platte River Insurance Company, a corporation, organized and existing under and by virtue of the laws of the State of Nebraska, with its principal place of business in the City of San Francisco, State of California, with a paid up capital of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied with all of the requirements of law of the State of California regulating the formation of admission of such corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the State of California, and situated in the County of Los Angeles, in the sum of 10 % amont bid, up to a maximum of \$250,000.00 Dollars (\$ 10% of bid), lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

Bid for Graffiti Removal Services Invitation No:PA-02905

If final bonds are required, annual bonds must be acceptable.

If the bid of said Principal hereto attached shall be accepted by the City of Long Beach and the contract for delivery of goods, material, equipment or supplies, or for the furnishing of services, materials, supplies, labor and performing work, all as specified in the specifications, notice inviting bids and bid, be awarded to the Principal, and if Principal shall enter into a contract therefore with the City of Long Beach within ten (10) days after the contract is delivered to Principal for signature, and Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with surety or sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

41048444

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, BARRY ROBERT PAGE -----

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

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT: \$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.

requested by the FMO or his authorized City representative. Contractor will receive a specific "zone" for which it will be responsible to keep graffiti free. Contractor shall inspect the zone daily for graffiti. The City reserves the right to make changes to the boundaries of the zone.

At the City's discretion, specific removals, located either inside or outside the Contractor's zone, may be requested. The Contractor shall complete any specific removal request within two (2) working days after receipt of notice to proceed. All work shall be performed in a prompt, thorough, lawful and professional manner. Payment for the additional removals will be paid at the unit price bid.


In order to retrieve said specific removal requests, Contractor shall report to the Public Works' Facilities Management Division Anti-Graffiti Office daily.

Graffiti Removal:

Methods of removal include painting over (matching existing painted surface), chemical removal, waterblasting, sandblasting or other pressurized removal systems, or other eradication procedures approved by the City. Contractor shall determine the most effective method of removal at each location. The method(s) of removal shall vary depending upon the type of graffiti and condition of the surface.

ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Sacramento } ss.
On March 2, 2006 before me, Sharon M. Smith
personally appeared John T. Page
 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the



opening of Bids. If, within 60 working days following the opening of Bids, the City has not awarded a contract for the work, then the bidder may, upon request, withdraw its Bid without forfeiture of Bid security.

Each bidder shall record on its Bid the number and termination dates of all necessary licenses. A valid state license, sufficient to qualify the bidder to perform as prime contractor, is a pre-requisite for award of contract. Necessary City licenses may be secured after the Bids are opened, but prior to executing the contract.

It is absolutely essential that your Bid be properly signed.

All bids must be sealed within the self-addressed envelope provided, and filed in the office of the City Clerk on the street level of the Long Beach City Hall at the Long Beach Civic Center, 333 West Ocean Boulevard, Long Beach, California 90802.

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2003, Edition, referred to herein, are on file in the City Engineer's Office, where prospective bidders may inspect them. Copies of said Standard Specifications may be purchased from the publisher, Building News, Inc., 1612 S. Clementine Street, Anaheim, California 92802, telephone (714) 517-0970.