

**CITY OF ALBANY
CITY COUNCIL AGENDA
STAFF REPORT**

Agenda Date: September 16, 2019
Reviewed by: NA

SUBJECT: Award of Contract #C20-5 – Graffiti Removal Services

REPORT BY: Razzu Engen, Facilities & Maintenance Manager
Mark Hurley, Public Works Director/City Engineer

SUMMARY

The issue before Council is to award Contract #C20-5, a 3-year contract for graffiti removal services, in the amount of \$53,028 (\$17,676 annually for three years) to Daniko Property Maintenance.

STAFF RECOMMENDATION

That the Council adopt Resolution No. 2019-73 authorizing the City Manager to award Contract #C20-5 to Daniko Property Maintenance Inc. in the not-to-exceed amount of \$53,028 (\$17,676 annually for three years) to perform graffiti removal services using previously appropriated funds within the FY 19/20, FY 20/21, FY 21/22 Public Works Department operating budget.

BACKGROUND

Graffiti removal on City of Albany public property has in the past been handled exclusively by Public Works staff. Given the breadth of tasks staff is expected to do daily, it wasn't always possible to remove graffiti in a timely basis. In response to complaints from the community, including the Solano Avenue Association, Public Works explored the possibility of contracting graffiti removal services. Several qualified companies were contacted in May of 2018 and asked to participate in a pilot program. Only one company agreed to participate and billed on a monthly basis for the work completed. This pilot program lasted several months and allowed staff to develop a sense of the scope of the graffiti problem and the likely costs.

DISCUSSION

Based on the experience gained in the pilot program, staff developed an RFP and solicited bids from qualified contractors to perform graffiti removal of all commercial streets in the City streets, with emphasis on Solano and San Pablo including the medians and islands signs. The frequency of graffiti removal was set to twice per month with a budget not to

exceed \$2,000 per month. The RFP generated interest from various companies, and staff received informal bids from four companies, as summarized in the table below:

| Bids | Monthly | Annual | 3-year contract |
|-------------------------------------|----------------|---------------|------------------------|
| Graffiti Removal Guys | \$ 1,450 | \$ 17,400 | \$ 52,200 |
| Daniko Property Maintenance Inc. | \$ 1,473 | \$ 17,676 | \$ 53,028 |
| Universal Maintenance | \$ 1,850 | \$ 22,200 | \$ 66,600 |
| All Surface Painting | \$ 3,360 | \$ 40,320 | \$ 120,960 |

Staff rejected the low bid from Graffiti Removal Guys as non-responsive due to their license having been suspended by the Contractors State Licensing Board. Staff recommends awarding this contract to Daniko Property Maintenance Inc. as the best qualified bidder that will provide services in a manner most advantageous to the City.

The contract will be a three-year term (36) months from October 1, 2019, terminating on September 30, 2022 with two mutual one-year extension options to renew under the same terms and conditions as provided in the contract, subject to any price and scope modifications that have been agreed upon by the City and Contractor.

SUSTAINABILITY IMPACT

N/A.

FINANCIAL IMPACT

Funding for this contract has been budgeted for in the Public Works annual operating budget using General Funds.

Attachments

1. Resolution No. 2019-73
2. Contract #C20-5

**CONTRACT # C20-5
AGREEMENT FOR SERVICE CONTRACTOR SERVICES
BETWEEN
THE CITY OF ALBANY
AND DANIKO PROPERTY MAINTENANCE

FOR CITYWIDE GRAFFITI REMOVAL**

This AGREEMENT FOR SERVICE CONTRACTOR SERVICES ("AGREEMENT"), is made and entered into this ___ day of _____ 2019 by and among the City of Albany a California charter city ("CITY") and Daniko Property Maintenance ("SERVICE CONTRACTOR").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one (3) years from October 1, 2019 to September 30, 2022. Such term may be reduced or extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

SERVICE CONTRACTOR agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES", "B" "MAP OF SERVICE AREA", AND "C" "MONTHLY REPORTING" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

SERVICE CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. SERVICE CONTRACTOR shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay SERVICE CONTRACTOR the amounts specified in EXHIBIT "A" "COMPENSATION" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed Fifty Three Thousand and Nine dollars (\$53,009),

unless additional compensation is approved in writing by the City Council or City Manager.

Each month SERVICE CONTRACTOR shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-SERVICE CONTRACTOR contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the SERVICE CONTRACTOR to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to SERVICE CONTRACTOR for correction and resubmission.

Except as to any charges for work performed or expenses incurred by SERVICE CONTRACTOR which are disputed by CITY, CITY will use its best efforts to cause SERVICE CONTRACTOR to be paid within thirty (30) days of receipt of SERVICE CONTRACTOR's invoice.

Payment to SERVICE CONTRACTOR for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by SERVICE CONTRACTOR.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of SERVICE CONTRACTOR's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept SERVICE CONTRACTOR's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise SERVICE CONTRACTOR's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of SERVICE CONTRACTOR's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

CONTRACTOR shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. SERVICE CONTRACTOR'S BOOKS AND RECORDS.

SERVICE CONTRACTOR shall maintain any and all documents and records demonstrating or relating to SERVICE CONTRACTOR's performance of services pursuant to this AGREEMENT. SERVICE CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by SERVICE CONTRACTOR pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at SERVICE CONTRACTOR's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of SERVICE CONTRACTOR's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF SERVICE CONTRACTOR.

(a) SERVICE CONTRACTOR is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. SERVICE CONTRACTOR shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of SERVICE CONTRACTOR shall at all times be under SERVICE CONTRACTOR's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of SERVICE CONTRACTOR or any of SERVICE CONTRACTOR's officers, employees or agents, except as set forth in this AGREEMENT. SERVICE CONTRACTOR shall not at any time or in any manner represent that SERVICE CONTRACTOR or any of SERVICE CONTRACTOR's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither SERVICE CONTRACTOR, nor any of SERVICE CONTRACTOR's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. SERVICE CONTRACTOR expressly waives any claim SERVICE CONTRACTOR may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

SERVICE CONTRACTOR represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. SERVICE CONTRACTOR shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, SERVICE CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of SERVICE CONTRACTOR under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND LICENSES.

(a) CONTRACTOR shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONTRACTOR shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

(b) CONTRACTOR shall obtain and maintain in full force and effect during the term of this AGREEMENT a Business License from the CITY's Finance Department.

(c) CONTRACTOR is required to hold a California D-39, D52, and C-33 license at all times during the term of this AGREEMENT.

(d) If this AGREEMENT is for more than \$15,000, it is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, and the provisions of this section 10(d) of the AGREEMENT; these requirements do not apply if this AGREEMENT is for \$15,000 or less. CONTRACTOR and any subcontractors providing services under this AGREEMENT must be registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5.

(1) The services provided under this AGREEMENT are subject to compliance monitoring and enforcement by the California Department of Industrial Relations, under Labor Code Section 1771.4. CONTRACTOR is required to post all job site notices prescribed by law or regulation.

(2) The services under this AGREEMENT are subject to the prevailing wage requirements applicable to Alameda County for each craft, classification or type of worker needed to provide the services, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. These prevailing wage rates are available online at <http://www.dir.ca.gov/DLSR>. CONTRACTOR must pay no less than the specified rates to all workers employed for the providing the services. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Under Labor Code Section 1775, CONTRACTOR and any subcontractor will forfeit to CITY as a penalty up to \$200.00 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate. CONTRACTOR must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(3) CONTRACTOR must maintain certified payroll records in compliance with the provisions of Labor Code Sections 1776 and 1812, and must furnish electronic certified payroll records to the Labor Commissioner as required under California state law and regulations.

(4) If this AGREEMENT is for more than \$30,000, CONTRACTOR is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code Section 1777.5, which is fully incorporated by reference.

(5) Under Labor Code Section 1810, eight hours of labor constitute a legal day's work. Under Labor Code Section 1813, CONTRACTOR will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by CONTRACTOR or any subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code Section 1815. All services are to be provided during normal CITY working days and hours unless otherwise authorized by CITY in writing.

(6) Under Labor Code Section 1861, by signing this AGREEMENT, CONTRACTOR certifies as follows: "I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability

for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the services.”

SECTION 11. NONDISCRIMINATION.

SERVICE CONTRACTOR shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

SERVICE CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et M., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should SERVICE CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, SERVICE CONTRACTOR hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) SERVICE CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder SERVICE CONTRACTOR's performance of services under this AGREEMENT. SERVICE CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. SERVICE CONTRACTOR agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that SERVICE CONTRACTOR is, or may be, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. SERVICE CONTRACTOR is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.

(a) All information gained or work product produced by SERVICE CONTRACTOR in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to SERVICE CONTRACTOR. SERVICE CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Administrator, except as may be required by law.

(b) SERVICE CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided SERVICE CONTRACTOR gives CITY notice of such court order or subpoena.

(c) If SERVICE CONTRACTOR, or any officer, employee, agent or subcontractor of SERVICE CONTRACTOR, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from SERVICE CONTRACTOR for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of SERVICE CONTRACTOR's conduct.

(d) SERVICE CONTRACTOR shall promptly notify CITY should SERVICE CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent SERVICE CONTRACTOR or be present at any deposition, hearing or similar proceeding. SERVICE CONTRACTOR agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by SERVICE CONTRACTOR. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) CITY and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to SERVICE CONTRACTOR or any other person for, and SERVICE CONTRACTOR shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including

reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the SERVICE CONTRACTOR's performance of or failure to perform any services under this AGREEMENT or by the negligent or *willful* acts or omissions of SERVICE CONTRACTOR, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which SERVICE CONTRACTOR has agreed to indemnify INDEMNITEES as provided above, SERVICE CONTRACTOR, upon notice from CITY, shall defend INDEMNITEES at SERVICE CONTRACTOR's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by SERVICE CONTRACTOR under SECTION 16 shall ensure SERVICE CONTRACTOR's obligations under this section, but the limits of such insurance shall not limit the liability of SERVICE CONTRACTOR hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or *willful* acts or omissions.

SECTION 16. INSURANCE.

SERVICE CONTRACTOR agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "B" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Administrator. SERVICE CONTRACTOR agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of SERVICE CONTRACTOR are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon SERVICE CONTRACTOR under this AGREEMENT. In recognition of that interest, SERVICE CONTRACTOR shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of SERVICE CONTRACTOR's duties or obligations under this AGREEMENT without the prior written consent of the CITY. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity,

including summary termination of this AGREEMENT. CITY acknowledges, however, that SERVICE CONTRACTOR, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

SERVICE CONTRACTOR shall make every reasonable effort to maintain the stability and continuity of SERVICE CONTRACTOR's staff assigned to perform the services required under this AGREEMENT. SERVICE CONTRACTOR shall notify CITY of any changes in SERVICE CONTRACTOR's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to SERVICE CONTRACTOR. In the event such notice is given, SERVICE CONTRACTOR shall cease immediately all work in progress.

(b) SERVICE CONTRACTOR may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY. In the event such notice is given, SERVICE CONTRACTOR shall cease immediately all work in progress.

(c) If either SERVICE CONTRACTOR or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either SERVICE CONTRACTOR, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either SERVICE CONTRACTOR or CITY, all property belonging exclusively to CITY which is in SERVICE CONTRACTOR's possession shall be returned to CITY. SERVICE CONTRACTOR shall furnish to CITY a final invoice for work performed and expenses incurred by SERVICE CONTRACTOR, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that SERVICE CONTRACTOR is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating SERVICE CONTRACTOR for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the SERVICE CONTRACTOR.

SECTION 21. EXCUSABLE DELAYS.

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

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to SERVICE CONTRACTOR in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY:

Anne Hsu
Albany City Clerk
1000 San Pablo Ave.
Albany, CA 94706

To SERVICE CONTRACTOR:

Daniko Property Maintenance Inc
519 Maria Drive
Petaluma, CA
94954

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of SERVICE CONTRACTOR represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind SERVICE CONTRACTOR to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the SERVICE CONTRACTOR and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 27. WAIVER

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by SERVICE CONTRACTOR shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Alameda County. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29. CLAIMS.

All claims arising out of or related to this agreement must be presented not later than six (6) months after the accrual of the cause of action. Such claims shall be governed by the provisions of the Albany Municipal Code and such claims shall further be governed by the provisions of section 930.4 of the Government Code for the purposes of filing leave to present a later claim. It is further provided that subdivision (b) of section 911.4 sections 911.6 to 912.2, inclusive and section 946.6 are applicable to all such claims, and the time specified in this agreement shall be deemed the "time specified" in section 911.2 within the meaning of sections 911.6 and 946.6.

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A", "B" and "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between SERVICE CONTRACTOR and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 31. SEVERABILITY.


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

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

CITY OF ALBANY:

By _____
Nicole Almaguer, City Manager

SERVICE CONTRACTOR:

By  _____
(Authorized Officer)
Name: **IVANS BELOVENCEVS**
Title: **PR ESIDENT**

By _____
(Authorized Officer)
Name:
Title:

APPROVED AS TO FORM:

Craig Labadie, City Attorney

EXHIBIT "A"



Contact information:
Ivans Belovencevs
Cell phone: 415-413-6357
Email: lvans@danikopm.com

Dear Sir/Madam,

Here is our painting proposal. The proposal is based on California State prevailing wage for painter which is \$67.030. We based our calculations on: one painter will spend 2 working days per month removing or painting over graffiti.

As a result, we will pay \$1072.48 to painter and we estimated we will spend additional \$200 on paint per month and additional \$200 for painting supplies, safety cones, gas for power washer, cleaners, etc..

We have a final amount of \$1472.48 that Daniko Painting will charge per month to perform graffiti removal service for City of Albany.

Thank you

Ivans Belovencevs

Daniko Painting owner

415-413-6357

Thank you for your business

Scope of Work for Graffiti Removal

Customized Monthly Service Plan

Location:

- City of Albany public property

Scope of Work:

- Bi Monthly Service (2- visits per month)
- Removal of all graffiti on city property, with exception of acid etch & scratch repairs.
- 24 Hour Response time on all service requests.
- Before & After pictures will be sent after each visit to the City.
- Graffiti on painted surfaces will be color matched best as possible.
- All other one-off calls will be charged based on GRG rate sheet.
- Graffiti will also be tracked on a spreadsheet with breakdowns of what type and quantity.
- Client will have access to a folder on Google Drive with photos of each service. Photos will be organized by date.
- Reporting graffiti vandalism to city whilst on route.

Equipment and Chemicals to be included as part of this contract:

- Bio Degradable graffiti removal chemicals. (MSDS Sheets available upon request.)
- Pressure washer
- Paint Sprayer
- Paint supplies
- Graffiti removal supplies

Provide cost per hour for work requested above the contract. \$67,030.

Pricing each:

| | |
|-------------------------------------|----------------|
| • Street signs - | <u>\$ 5.00</u> |
| • Light Poles- | <u>\$ 5.00</u> |
| • Garbage Bins | <u>\$ 5.00</u> |
| • Big Belly Units | <u>\$ 5.00</u> |
| • Traffic Signal Utility Boxes- | <u>\$ 5.00</u> |
| • New Paper Bins- | <u>\$ 5.00</u> |
| • Traffic Light poles | <u>\$ 5.00</u> |
| • Crossing Buttons- | <u>\$ 5.00</u> |
| • Painted Walls smaller than 5'x5' | <u>\$ 5.00</u> |
| • Painted Walls larger than 5'x 5' | <u>\$ 5.00</u> |
| • Brick & Stone surface 3x3 section | <u>\$ 5.00</u> |

Monthly Reporting will be required per Attachment C

(Note: Final price to be determined on hourly bases established by Department of Industrial Relations which is currently \$ 67,030)

EXHIBIT "B"

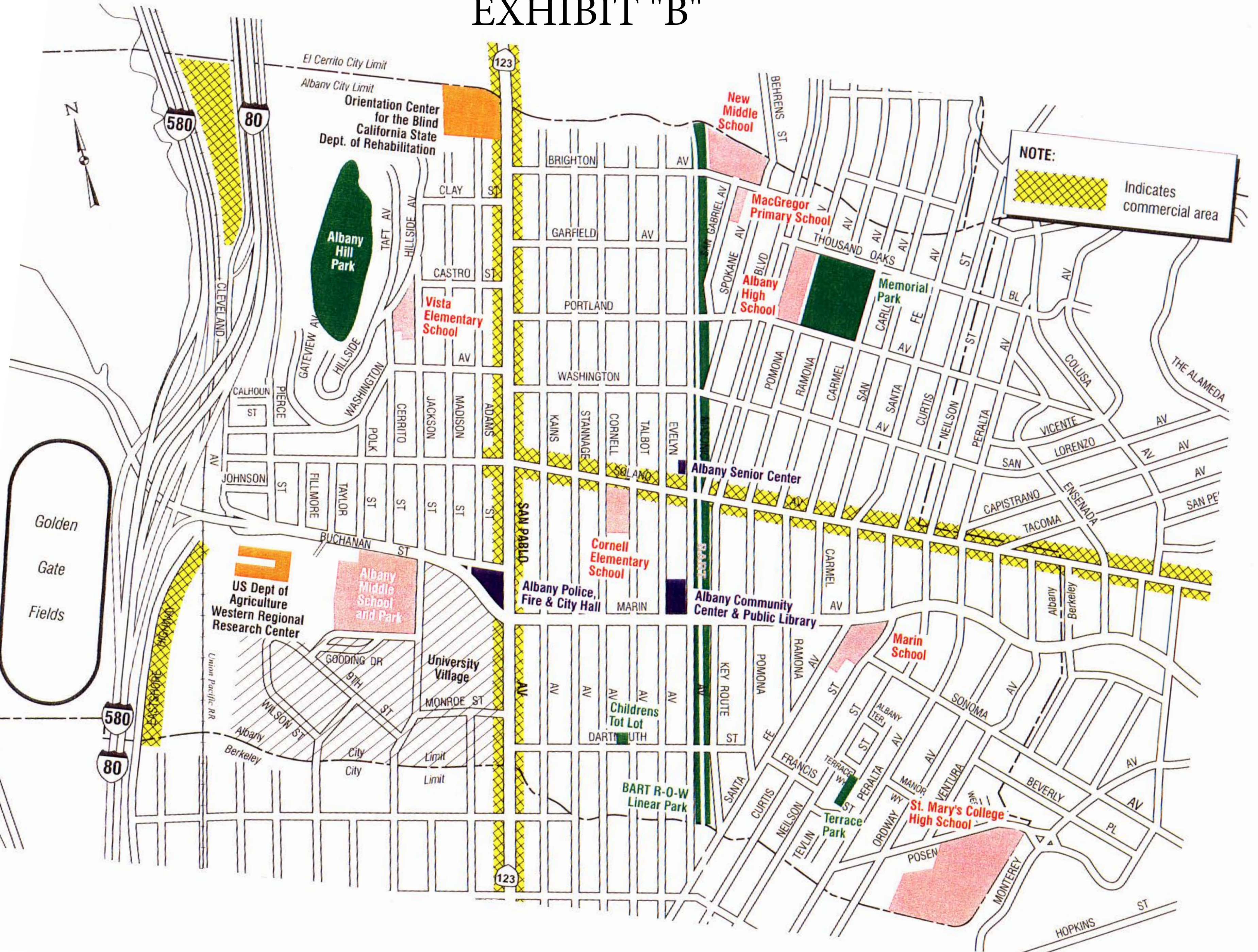


EXHIBIT "C"

Sample of Required Monthly Reporting of Graffiti

| Location | City Property | Service Date | Service Date | Service Date | Totals |
|--------------------|----------------|--------------|--------------|--------------|--------|
| | | 9/7/2018 | 9/8/2018 | 9/21/2018 | |
| Solano Ave | Light Poles | 7 | 9 | 8 | 24 |
| Solano Ave | Stop Signs | 0 | 0 | 0 | 0 |
| Solano Ave | Street Signs | 1 | 1 | 2 | 4 |
| Solano Ave | Garbage bins | 0 | 2 | 1 | 3 |
| Solano Ave | Utility Boxes | 0 | 0 | 0 | 0 |
| Solano Ave | Newspaper Bins | 1 | 2 | 0 | 3 |
| Totals Solano Ave: | | | | | 34 |

| Location | City Property | Service Date | Service Date | Service Date | Totals |
|------------------------|---------------|--------------|--------------|--------------|--------|
| | | 9/7/2018 | 9/8/2018 | 9/21/2018 | |
| San Pabo Ave | Light Poles | 30 | 9 | 10 | 49 |
| San Pabo Ave | Stop Signs | 1 | 2 | 0 | 3 |
| San Pabo Ave | Street Signs | 4 | 6 | 2 | 12 |
| San Pabo Ave | Garbage bins | 1 | 1 | 0 | 2 |
| San Pabo Ave | Utility Boxes | 0 | 0 | 0 | 0 |
| Totals San Pablo Ave : | | | | | 66 |

| | |
|-------------|-----|
| month total | 100 |
|-------------|-----|



IVANBEL-01

KAGUILAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2019

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

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

| | |
|--|---|
| PRODUCER License # 0E63493 Orr & Associates Insurance Services 28780 Single Oak Dr Ste 255 Temecula, CA 92590 | CONTACT NAME: PHONE (A/C, No, Ext): (951) 506-5859 FAX (A/C, No): (800) 474-3003 E-MAIL ADDRESS: service@orrandassociates.com |
| INSURED Daniko Property Maintenance Inc dba Daniko Painting 519 Maria Dr. Petaluma, CA 94954 | INSURER(S) AFFORDING COVERAGE INSURER A : U.S. Specialty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : |
| | NAIC # 29599 |

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | U19AC113695 | 5/29/2019 | 5/29/2020 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below N / A | | | | | | PER STATUTE OTH-ER | \$ |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

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

Evidence of Coverage

Certificate is subject to policy limits, conditions and exclusions.

CERTIFICATE HOLDER
CANCELLATION

| | |
|-----------------------------|--|
| Evidence of Coverage | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |