

Addendum No. 1
Graffiti Abatement Services
Question and Answers

These questions include those asked before, during and after the Pre-Submittal Conference. The answers provided herein are to be considered the only official response to the questions. No verbal responses are considered official, including those provided at the Pre-Submittal Conference.

Section	Question	Answer
None	1. Can you provide me a copy of or a link to the last contract for the previous 3 year cycle?	The City currently has two (2), three (3) year contracts for Graffiti Abatement Services. The contract terms are June 1, 2013 through May 31, 2016. Copies of the current contracts are enclosed as Exhibit A and Exhibit B.

Addendum No. 1 - Exhibit A
2016 Graffiti Abatement Services Request for Proposals
Questions and Answers - Sani-Masters, Inc. Contract

Contract for Professional Services
(Over \$50,000 - Non-Grant Funded)

City Department: Public Works, Division of Solid Waste and Recycling

Contractor SSN or Federal ID: 41-1708954

Opening Paragraph

This Contract is made between the City of Minneapolis, Minnesota, a home rule charter city, hereinafter called the "City" and Sani-Masters, Inc. hereinafter called the "Contractor".

In consideration of the following terms, conditions and mutual promises, the parties hereby agree as follows:

I. Definitions

Abatement is defined as the complete removal or complete covering of graffiti with no remaining markings or shadows.

All Surfaces is defined as Asphalt, Brick, Cement, Cinderblock, Granite, Marble, Metal, Plastic, Plexiglass, Rock, Shake, Shale, Stucco, Vinyl, Wood and Other.

Anti-Graffiti Coating is defined as applying sacrificial or permanent chemicals known as Anti- Graffiti Coating, Graffiti Proofing, Graffiti Melt, etc., to sensitive surfaces.

At Grade is defined as the lowest point of elevation, equal to the surface of the ground.

City is defined as the City of Minneapolis as an entity.

Clean City Coordinator is defined as person employed with the City of Minneapolis, Department of Public Works, Solid Waste and Recycling and holding the job title of Program Assistant, Clean City, under the direct supervision of the Director of Public Works.

Clean City Mission is defined as a Clean City is Job One, and the job is carried out in a safe, environmentally protective and cost effective manner.

Color Match is defined as the closest possible if not exact color as the original paint, prior to the graffiti vandalism.

Documentation of Work is defined as recording the graffiti characteristics and structure attributes. All Graffiti must be documented by digital image prior to and after abatement. All structure and graffiti information must be documented by correctly and fully completing all fields on the abatement request work order provided by Solid Waste and Recycling.

Eight Feet and Below is defined as the greatest distance at grade and the graffiti's highest point being equal to or less than eight feet.

Exceeding Eight Feet and Less than Forty Feet is defined as the greatest distance at grade and the graffiti's highest point being greater than eight feet and less than forty feet.

Exceeding Forty Feet is defined as the greatest distance at grade and the graffiti's highest point being greater than forty feet.

Exceeding Forty Feet with Lift is defined as the greatest distance at grade and the graffiti's highest point being greater than forty feet where a lift truck must be used to reach the graffiti

Exceeding Forty Feet without Lift is defined as the greatest distance at grade and the graffiti's highest point being greater than forty feet where a lift truck is not required to reach the graffiti

Extenuating Weather Conditions is defined as excessively wet or snowy weather that limits the contractor's ability to successfully paint over or remove graffiti, subject to the approval of the Clean City Coordinator.

Ghosting is defined as the visible remnants of a graffiti marking, usually occurring when abatement has been attempted but was not completely successful. Also known as a shadow.

Graffiti is defined in City Ordinance 226.30 as any unauthorized markings of paint, ink, chalk, dye or other similar substance which is visible from premises open to the public and that have been placed upon any real or personal property such as buildings, fences, structures, or the unauthorized etching or scratching of such described surfaces where the markings are visible from premises open to the public. "Open to the public", for the purposes of this paragraph, includes any public right-of-way, any publicly owned property, and any private property onto which the public is regularly invited or permitted to enter for any purpose.

Graffiti Site is defined as all graffitied, non-mobile objects or structures within the boundaries of the service address as listed on the Abatement Work Order provided to the Contractor by the City of Minneapolis, Department of Public Works, Division of Solid Waste and Recycling, which includes any unauthorized inscription, symbol, design, and/or configuration of letters and/or numbers written, drawn, scribed, etched, marked, painted, stained, stuck on or adhered by any means whatsoever, to any surface, including but not limited to; walls, planters, fences, retaining walls, windows, trees, walls, roofs, paths, walks, or pavement, buildings on the exterior only. Interior markings and mobile objects such as dumpsters, garbage carts, vehicles, and trailers are specifically excluded.

Historic is defined as a property that is believed to have historical, cultural, architectural, archaeological or engineering significance and to meet at least one of the criteria for designation as a landmark or historic district as provided in this chapter.

Historic District is defined as all property within a defined area designated as an historic district by the city council because of the historical, cultural, architectural, archaeological or engineering significance of the district, or designated as an historic district by state law.

Landmark is defined as any property, or any interior of a building, designated as a landmark by the city council because of its historical, cultural, architectural, archaeological or engineering significance.

Major Holiday is defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Minimum Temperature is defined as the Average Temperature for that date as recorded with the National Oceanic and Atmospheric Administration's National Weather Service for Minneapolis/St. Paul, Minnesota. This information can be accessed at www.weather.gov

Mobilization Charge is defined as the cost to prepare all necessary equipment and/or supplies to take the appropriate graffiti abatement action.

Non-Satisfactory is defined as unacceptable in the judgment of the Director of Solid Waste and Recycling or the Director's designee

Non-Sensitive Surface is defined as those surfaces that that could not be damaged with the application of primer and paint, those surfaces include, but are not limited to painted brick, wood, cinderblock, concrete, plywood, etc.

Original Graffiti is defined as specific markings applied in the format and colors described on the Graffiti Abatement Work Order, or the specific markings shown in the original graffiti photograph(s), if provided.

Other Surface is defined as any surface that is not Asphalt, Brick, Cement, Cinderblock, Granite, Marble, Metal, Plastic, Plexiglass, Rock, Shake, Shale, Stucco, Vinyl or Wood.

Paint Out is defined as covering with primer, followed by matching paint.

Primer is defined as the first complete coat of paint applied in a painting system.

Removal District for the purpose of this Contract, the City means the whole City of Minneapolis as shown on the attached map.

Response Time is defined as the period from when the Contractor is provided with the abatement request until the described Graffiti is thoroughly abated and deemed Satisfactory.

Satisfactory is defined as acceptable in the judgment of the Director of Solid Waste and Recycling or the Director's designee

Sensitive Surface is defined as those surfaces that have a patina, visual aesthetic, or are historic and could be damaged without experienced graffiti removal or surfaces such as unpainted brick, wood, stucco, metal, block, limestone, marble, granite, vinyl, etc.

Shadow is defined as the visible remnants of a graffiti marking, usually occurring when abatement has been attempted but was not completely successful. Also known as ghosting.

Solid Waste and Recycling is defined as the City of Minneapolis, Department of Public Works, Division of Solid Waste and Recycling and the designated employees of that division.

Work Order (WO) is defined as the Abatement request provided by the Division of Solid Waste & Recycling.

Working Day is defined as any day Monday through Friday, excluding Major Holidays.

Working Hour is defined as the time spent abating Graffiti at the Graffiti Site and does not include transportation (windshield) time or pre-abatement site visits.

II. Scope of Service

Contractor agrees to perform the following services for the City only as directed through a Work Order, on residential, commercial or industrial buildings, or any of their accessory structures or accessory objects (excluding mobile objects) and in rare cases bridge substructures or superstructures. The defined terms in Section 1 of this Contract shall have the meaning indicated and are incorporated in any Work Order. All Graffiti Sites shall only include property within the City of Minneapolis limits. The City reserves the right to complete a portion of the graffiti abatement services, if its own staff can successfully complete the services.

- a. Removal of Graffiti from sensitive surfaces at grade level and above
- b. Application of an approved "sacrificial coating" by request at grade level and above
- c. Paint-out of Graffiti on non-sensitive surfaces, including the application of primer and color matched paint at grade level and above

III. Documentation of Work

Solid Waste and Recycling will email all Abatement requests to the email address(s) provided by the Contractor. Work Orders for the Graffiti Site shall accurately describe the surface type, color of the Graffiti, and medium used to apply Graffiti. Accuracy of all other information, including directional information, will not be guaranteed. Inaccurate surface type, color of the Graffiti, and medium used to apply Graffiti listed on a Graffiti Abatement Work Order may subject the Work Order to an inaccurate description Mobilization Charge as provided in Section VI Compensation, part (e). The inaccurate description Mobilization Charge will not apply when original Graffiti photographs accompany the original Work Order.

The Contractor must document all Graffiti, pre-and post-abatement, using a digital camera with a minimum of 5 mega-pixel image. Each image file shall not exceed 500 KB in size and shall be stored on CDROM in JPEG format. All image files and CDROM must carry a unique name and be unaltered.

After delivery to Solid Waste and Recycling all CDROM will become the property of Solid Waste and Recycling. The Contractor is responsible for storing a back-up copy of each image until payment for the Abatement has been made. In order to be eligible for payment, the Contractor will be required to correctly and fully complete all fields on the Abatement Work Order provided by Solid Waste and Recycling. Solid Waste and Recycling reserves the right to change the Abatement Work Order at any time. The documentation of work must be hand-delivered or post-marked for delivery to Solid Waste and Recycling, Attn: Clean City, 309 Second Avenue South, Room 210, Minneapolis, MN 55401-2281 within 10 days of its completion. If mailed, the Contractor must take all necessary precautions to ensure the CDROM will not be damaged.

IV. Service Level

Graffiti Abatement service by the Contractor shall have a response time of no more than 5 working days from April 1 to November 1 and a response time of no more than 10 working days from November 2 to March 31. The Contractor is expected to maintain adequate staff to meet seasonal peaks of Graffiti. Solid Waste and Recycling reserves the right to suspend Graffiti Abatement services at any time.

V. Specific Tasks

The Contractor is expected to verify that the original Graffiti is still present prior to Abatement, and if present, the Contractor is required to abate all Graffiti from the Graffiti Site. If upon arrival at the Graffiti Site should the original graffiti be painted over or otherwise removed but is still legible the Contractor is expected to complete the Abatement of the original Graffiti, and all other Graffiti at the Graffiti Site. If upon arrival at the Graffiti Site should the original Graffiti be completely and successfully painted over or otherwise removed, the Contractor shall not abate any Graffiti from the Graffiti Site. If upon arrival at the Graffiti Site should the Contractor be unable to locate the original Graffiti the Contractor shall contact the Clean City Coordinator prior to abating any

non-original Graffiti from the Graffiti Site.

The methods for Graffiti Abatement shall include use of the most updated Graffiti Abatement technology and Abatement techniques available, or other techniques as approved by the City so as not to damage the surface of the Graffiti Site. Anti-Graffiti Coatings shall only be applied at the specific request of the Clean City Coordinator. Methods of Graffiti Abatement may include the following techniques:

a. Painted Surfaces

Apply adequate coats of matching color and matching quality paint to cover Graffiti on previously painted surfaces including but not limited to stucco walls, wood walls, wood fences, concrete walls and other structures.

All paint used to cover existing painted surfaces shall be compatible with the underlying paint and shall be of equal or better quality. Paint color and quality matching shall be Satisfactory as determined by the City. A patchwork look is to be avoided. Mismatched paint shall be redone by the Contractor at no additional cost to the City.

To promote uniformity, painted walls with obvious adjacent patchwork or Graffiti within 3-5 feet of each other and on the same property shall be painted over with a color matching that of the original paint over.

b. Unpainted Surfaces

Unpainted surfaces, including the various surfaces noted above and those not listed, shall not be painted over to abate the Graffiti. Abatement of Graffiti from unpainted surfaces shall use the most updated graffiti removal technology available or other techniques as approved by the City so as not to alter the patina of the unpainted surface, e.g. water blasting, solvents, sand blasting, etc. Anti-Graffiti Coatings shall only be applied at the specific request of the Clean City Coordinator.

c. Anti-Graffiti Coating

Anti-Graffiti Coatings shall only be applied at the specific request of the Clean City Coordinator. Requested Anti-Graffiti Coatings shall be applied to the wall originally graffitied, following the removal of Graffiti from unpainted surfaces. This treatment shall be required to have a life expectancy of at least five years.

d. Etched Items

Etchings that can be repaired by painting shall be completed by the Contractor (excluding glass). If the Contractor is aware of irreparable etched glass and/or mirrors that are part of a removal assignment, it is the duty of the Contractor to complete the Abatement of all other markings and report the items that cannot be repaired to the Clean City Coordinator on the provided Work Order.

e. Miscellaneous Methods

When pre-approved, and if the method does not damage or alter the original surface, other Abatement methods may be used with the approval of the Clean City Coordinator.

f. **Historic Property Abatement**

The paint out or removal of Graffiti from registered Historic Landmarks shall follow the guidelines set forth by the United States Department of the Interior, Technical Preservation Services.

VI. **Compensation**

Contractor shall be compensated as per the following fee arrangement. Contractor shall be compensated one Mobilization Charge per Graffiti Abatement Work Order. The applicable Mobilization Charge is determined by the distance from grade to the highest point of the Graffiti abated and surface type. Upon request, Contractor may be compensated one Inaccurate Description(s) Mobilization Charge per applicable Work Order, as defined in section III Documentation of Work. Contractor shall be compensated per square foot for the removal of Graffiti, paint out of Graffiti and/or application of an Anti-Graffiti Coating. The applicable square foot charge is determined by total square footage, calculated by surface type and the height multiplied by width of the area that received application of any graffiti removal solvent, paint, or Anti-Graffiti Coating.

Total compensation under this Contract shall not exceed \$250,000.

Contractor shall submit itemized invoices for services rendered.

a. **Standard Mobilization Charge Sensitive Surfaces:**

Surface Type	8ft and Below	Exceeding 8ft up to 40ft	Exceeding 40ft without Lift	Exceeding 40ft with Lift
Asphalt	\$50.00	\$75.00	\$150.00	\$750.00
Brick	\$50.00	\$75.00	\$150.00	\$750.00
Cement	\$50.00	\$75.00	\$150.00	\$750.00
Cinderblock	\$50.00	\$75.00	\$150.00	\$750.00
Granite	\$50.00	\$75.00	\$150.00	\$750.00
Marble	\$95.00	\$115.00	\$150.00	\$750.00
Metal	\$75.00	\$95.00	\$150.00	\$750.00
Other	\$75.00	\$95.00	\$150.00	\$750.00
Plastic	\$75.00	\$95.00	\$150.00	\$750.00
Plexiglass	\$75.00	\$95.00	\$150.00	\$750.00
Rock	\$95.00	\$115.00	\$150.00	\$750.00
Shake	\$50.00	\$75.00	\$150.00	\$750.00
Shale	\$95.00	\$115.00	\$150.00	\$750.00
Stucco	\$95.00	\$115.00	\$150.00	\$750.00
Vinyl	\$75.00	\$95.00	\$150.00	\$750.00
Wood	\$50.00	\$75.00	\$150.00	\$750.00

b. **Standard Mobilization Charge Non-Sensitive Surfaces:**

Surface Type	8ft and Below	Exceeding 8ft up to 40ft	Exceeding 40ft without Lift	Exceeding 40ft with Lift
All Surfaces	\$75.00	\$95.00	\$95.00	\$750.00

c. **Standard Mobilization Charge Anti-Graffiti Coating:**

Surface Type	8ft and Below	Exceeding 8ft and Below 40ft
Applied Immediately Following Removal	\$0.00	\$0.00

Not Applied Immediately Following Removal	\$50.00	\$75.00
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d. Standard Mobilization Charge Already Clean:

Surface Type	8ft and Below	Exceeding 8ft up to 40ft	Exceeding 40ft
All Surfaces	\$50.00	\$50.00	\$50.00

e. Inaccurate Description(s) Mobilization Charge:

Surface Type	8ft and Below	Exceeding 8ft up to 40ft	Exceeding 40ft without Lift	Exceeding 40ft with Lift
All Surfaces	\$50.00+standard	\$50.00+standard	\$50.00+standard	\$50.00+standard

f. Sensitive Surface Removal without Anti-Graffiti Coating Eight Feet and Below:

Surface Type	1 Sq. Ft.	2-5 Sq. Ft.	6 Sq. Ft.	7-25 Sq. Ft.	26-50 Sq. Ft.	51-100 Sq. Ft.	101+ Sq. Ft.
Asphalt	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.50	\$2.25
Brick	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.50	\$2.25
Cement	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.50	\$2.25
Cinderblock	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.50	\$2.25
Granite	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.50	\$2.25
Marble	\$0.00	\$0.00	\$7.00	\$7.00	\$6.00	\$5.00	\$5.00
Metal	\$0.00	\$6.00	\$6.00	\$6.00	\$5.00	\$4.00	\$4.00
Other	\$0.00	\$6.00	\$6.00	\$6.00	\$5.00	\$4.00	\$4.00
Plastic	\$0.00	\$0.00	\$0.00	\$5.00	\$4.00	\$3.00	\$3.00
Plexiglass	\$0.00	\$0.00	\$0.00	\$5.00	\$4.00	\$3.00	\$3.00
Rock	\$0.00	\$0.00	\$7.00	\$7.00	\$6.00	\$5.00	\$5.00
Shake	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.50	\$2.25
Shale	\$0.00	\$0.00	\$7.00	\$7.00	\$6.00	\$5.00	\$5.00
Stucco	\$0.00	\$0.00	\$7.00	\$7.00	\$6.00	\$5.00	\$5.00
Vinyl	\$0.00	\$0.00	\$0.00	\$5.00	\$4.00	\$3.00	\$3.00
Wood	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.50	\$2.25

g. Sensitive Surface Removal with Anti-Graffiti Coating Eight Feet and Below:

Surface Type	1 Sq. Ft.	2-5 Sq. Ft.	6 Sq. Ft.	7-25 Sq. Ft.	26-50 Sq. Ft.	51-100 Sq. Ft.	101+ Sq. Ft.
Asphalt	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.25	\$1.13
Brick	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.25	\$1.13
Cement	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.25	\$1.13
Cinderblock	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.25	\$1.13
Granite	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.25	\$1.13
Marble	\$0.00	\$0.00	\$7.00	\$7.00	\$6.00	\$5.00	\$5.00
Metal	\$0.00	\$6.00	\$6.00	\$6.00	\$5.00	\$4.00	\$4.00
Other	\$0.00	\$6.00	\$6.00	\$6.00	\$5.00	\$4.00	\$4.00
Plastic	\$0.00	\$0.00	\$0.00	\$5.00	\$4.00	\$3.00	\$3.00
Plexiglass	\$0.00	\$0.00	\$0.00	\$5.00	\$4.00	\$3.00	\$3.00
Rock	\$0.00	\$0.00	\$7.00	\$7.00	\$6.00	\$5.00	\$5.00
Shake	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.25	\$1.13
Shale	\$0.00	\$0.00	\$7.00	\$7.00	\$6.00	\$5.00	\$5.00
Stucco	\$0.00	\$0.00	\$7.00	\$7.00	\$6.00	\$5.00	\$5.00
Vinyl	\$0.00	\$0.00	\$0.00	\$5.00	\$4.00	\$3.00	\$3.00
Wood	\$1.38	\$1.38	\$1.38	\$1.38	\$1.38	\$1.25	\$1.13

h. Sensitive Surface Removal without Anti-Graffiti Coating Exceeding Eight Feet up to 40 feet:

Surface Type	1+ Sq. Ft.
Asphalt	\$4.50
Brick	\$4.50
Cement	\$4.50
Cinderblock	\$4.50
Granite	\$4.50
Marble	\$11.00
Metal	\$7.00
Other	\$7.00
Plastic	\$8.00
Plexiglass	\$8.00
Rock	\$11.00
Shake	\$4.50
Shale	\$11.00
Stucco	\$11.00
Vinyl	\$8.00
Wood	\$4.50

i. Sensitive Surface Removal with Anti-Graffiti Coating Exceeding Eight Feet up to 40 feet:

Surface Type	1+ Sq. Ft.
Asphalt	\$2.25
Brick	\$2.25
Cement	\$2.25
Cinderblock	\$2.25
Granite	\$2.25
Marble	\$11.00
Metal	\$7.00
Other	\$7.00
Plastic	\$8.00
Plexiglass	\$8.00
Rock	\$11.00
Shake	\$2.25
Shale	\$11.00
Stucco	\$11.00
Vinyl	\$8.00
Wood	\$2.25

j. Sensitive Surface Removal without Anti-Graffiti Coating Exceeding 40 feet:

Surface Type	1+ Sq. Ft
All Surfaces	\$5.00

k. Sensitive Surface Removal with Anti-Graffiti Coating Exceeding 40 feet:

Surface Type	1+ Sq. Ft
All Surfaces	\$5.00

l. Paint Out Eight Feet and Below:

Surface Type	1 - 10 Sq. Ft.	11 - 100 Sq. Ft.	101-500 Sq. Ft.	500+ Sq. Ft.
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All Surfaces	\$0.00	\$1.00	\$0.90	\$0.75
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m. Paint Out Exceeding Eight Feet up to 40 feet:

Surface Type	1 - 5 Sq. Ft.	6-100 Sq. Ft.	101-500 Sq. Ft.	501+ Sq. Ft.
All Surfaces	\$0.00	\$1.50	\$1.40	\$1.25

n. Paint Out Exceeding 40 feet:

Surface Type	1-50 Sq. Ft.	51-100 Sq. Ft.	101+Sq. Ft.
All Surfaces	\$2.00	\$1.75	\$1.50

o. Anti-Graffiti Coating At Grade and Above:

Surface Type	1-50 Sq. Ft.	51-100 Sq. Ft.	101+Sq. Ft.
All Surfaces	\$0.70	\$0.65	\$0.60

VII. Effective Date and Termination Date

This Contract shall be in full force and effect from June 1, 2013 through May 31, 2016 unless terminated earlier through the paragraph entitled Termination (under General terms and conditions) or unless extended by the City Department Head signing this contract.

VIII. Notices

Communication and details concerning this contract shall be directed to the following contract representatives:

CONTRACTOR

Sani-Masters, Inc
c/o Carol Shipshock
2263 McKnight Rd N, Ste 2
St. Paul, MN 55109

Phone 651-777-8581

Fax 651-770-9951

Email Sani-Masters@Sani-Masters.com

CITY OF MINNEAPOLIS

David Herberholz, Director
309 2nd Avenue South, Room 210
Minneapolis, MN 55401-2281

Contract Manager

Michelle Howard, Clean City Coordinator
309 2nd Avenue South, Room 210
Minneapolis, MN 55401-2281

Phone 612-673-2789

Fax 612-673-2250

Email michelle.howard@minneapolismn.gov

graffiti@minneapolismn.gov

IX. Terms and Conditions

This Contract is subject to and incorporate all the terms and conditions set forth in the General Conditions attached hereto.

X. Closing

IN WITNESS WHEREOF, said Contractor and said City have caused this Contract to be executed in their behalf respectively by their proper officers as follows:

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

FOR THE CONTRACTOR:

By Gil Shipshock
Its VICE-PRESIDENT

Tax ID Number 41-1708954

STATE OF Minnesota
COUNTY OF Hennepin)ss

This instrument was acknowledged before me on June 6, 2013
(Date)

by Gil Shipshock as Owner
(Printed Name) (Title)

of Sani-Masters, Inc.
(Corporation Name, if corporation)

Michelle M. Howard
Notary Public



IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

FOR THE CITY:

Approved as to Form

By: *Gary Letour*
Assistant City Attorney

Approved *David A. Hely*
Department Head responsible for Administering and Monitoring this contract

Countersigned: *Pam Leunardes*
Finance Officer Designee

City of Minneapolis - General Conditions for Contracts over \$50,000

(Revised 3/2012)

The General Conditions are terms and conditions that the City expects all of its Contractors to meet. By contracting, the Contractor agrees to be bound by these requirements unless otherwise noted in the Proposal. The Contractor may suggest alternative language to any section. Some negotiation is possible to accommodate the Contractor's suggestions.

1 City's Rights

The City reserves the right to cancel the Contract without penalty, if circumstances arise which prevent the City from completing the project.

2 Interest of Members of City

The Contractor agrees that it has complied with Minnesota Statutes, Section 471.87 and Chapter 3, Section 22 of the City Charter. Therefore unless authorized in Chapter 15 of the City's Code of Ordinances, no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

3 Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363A, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

4 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

If required by the City, the Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Minneapolis Code of Ordinances, Chapter 139.

5 Disability Compliance Requirements

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Contractors associated with the City to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on

non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended, in whole or part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further participation in city contracts in addition to other remedies as provided by law.

6 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

7 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, resulting directly or indirectly from any negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statutes, section 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes, Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

8 Assignment or Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

9 Subcontracting

The Contractor shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Contractor has received payment from the City.

10 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this Contract.

11 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

12 Prior Uncured Defaults

Pursuant to Chapter 8, Section 24 of the City's Charter, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

13 Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Contractor.

14 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

15 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of six years after the resolution of all audit findings.

16 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data

protected under state and federal laws.

17 Inspection of Records

All Contractor records with respect to any matters covered by this Contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

18 Living Wage Ordinance

The Contractor may be required to comply with the "Minneapolis Living Wage and Responsible Public Spending Ordinance", (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf) Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the Ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

19 Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

20 Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Contractor's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

21 Travel

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses must be reimbursed in accordance with the *Contractor Travel Reimbursement Conditions*, which can be found at: http://www.minneapolismn.gov/www/groups/public/@clerk/documents/webcontent/convert_282125.pdf.

22 Billboard Advertising

City Code of Ordinance 544.120 prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

23 Conflict of Interest/Code of Ethics

By signing this Contract, the Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the City. If the Contractor is unclear if a conflict of interest exists, the Contractor will immediately contact the City representative indentified as the Contract Manager in this Contract and ask for an interpretation.

In so far as it relates to its relationship with the City created by this Contract, the Contractor agrees to comply with the City's Code of Ethics, as codified at Minneapolis Code of Ordinances, Title 2, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with Title 2, Chapter 15 of that Ordinance as it related to their relationships between the City and the Contractor created by this Contract. Compliance with the Code of Ethics by the Contractor will be in its potential role as an "interested person," "lobbyist," or "lobbyist principal" and not as a "local official" or "local employee" (except to the extent that a Contractor representative or member of its board of directors is already a City official or employee). It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Contract. All questions relative to this section shall be referred to the City and shall be promptly

answered.

24 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days written notice has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

25 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

26 Intellectual Property

Unless the Contractor is subject to one or more of the intellectual property provisions in the paragraphs below, the City owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any "Work" created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

27 Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to

each contractor and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf . It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

Addendum No. 1 - Exhibit B
2016 Graffiti Abatement Services Request for Proposals
Questions and Answers - MJV Services, LLC. Contract

Contract for Professional Services

(Over \$50,000 - Non-Grant Funded)

City Department: Public Works, Division of Solid Waste and Recycling

Contractor SSN or Federal ID: **80-0466776**

Opening Paragraph

This Contract is made between the City of Minneapolis, Minnesota, a home rule charter city, hereinafter called the "City" and MJV Services, LLC. hereinafter called the "Contractor".

In consideration of the following terms, conditions and mutual promises, the parties hereby agree as follows:

I. Definitions

Abatement is defined as the complete removal or complete covering of graffiti with no remaining markings or shadows.

Anti-Graffiti Coating is defined as applying sacrificial or permanent chemicals known as Anti- Graffiti Coating, Graffiti Proofing, Graffiti Melt, etc., to sensitive surfaces.

At Grade is defined as the lowest point of elevation, equal to the surface of the ground.

City is defined as the City of Minneapolis as an entity.

Clean City Coordinator is defined as person employed with the City of Minneapolis, Department of Public Works, Solid Waste and Recycling and holding the job title of Program Assistant, Clean City, under the direct supervision of the Director of Public Works.

Clean City Mission is defined as a Clean City is Job One, and the job is carried out in a safe, environmentally protective and cost effective manner.

Color Match is defined as the closest possible if not exact color as the original paint, prior to the graffiti vandalism.

Documentation of Work is defined as recording the graffiti characteristics and structure attributes. All Graffiti must be documented by digital image prior to and after abatement. All structure and graffiti information must be documented by correctly and fully completing all fields on the abatement request work order provided by Solid Waste and Recycling.

Eighteen Feet and Below is defined as the greatest distance at grade and the graffiti's highest point being equal to or less than eighteen feet.

Exceeding Eighteen Feet is defined as the greatest distance at grade and the graffiti's highest point being greater than eighteen feet.

Extenuating Weather Conditions is defined as excessively wet or snowy weather that limits the contractor's ability to successfully paint over or remove graffiti, subject to the approval of the Clean City Coordinator.

Ghosting is defined as the visible remnants of a graffiti marking, usually occurring when abatement has been attempted but was not completely successful. Also known as a shadow.

Graffiti is defined in City Ordinance 226.30 as any unauthorized markings of paint, ink, chalk, dye or other similar substance which is visible from premises open to the public and that have been placed upon any real or personal property such as buildings, fences, structures, or the unauthorized etching or scratching of such described surfaces where the markings are visible from premises open to the public. "Open to the public", for the purposes of this paragraph, includes any public right-of-way, any publicly owned property, and any private property onto which the public is regularly invited or permitted to enter for any purpose.

Graffiti Site is defined as all graffitied, non-mobile objects or structures within the boundaries of the service address as listed on the Abatement Work Order provided to the Contractor by the City of Minneapolis, Department of Public Works, Division of Solid Waste and Recycling, which includes any unauthorized inscription, symbol, design, and/or configuration of letters and/or numbers written, drawn, scribed, etched, marked, painted, stained, stuck on or adhered by any means whatsoever, to any surface, including but not limited to; walls, planters, fences, retaining walls, windows, trees, walls, roofs, paths, walks, or pavement, buildings on the exterior only. Interior markings and mobile objects such as dumpsters, garbage carts, vehicles, and trailers are specifically excluded.

Historic is defined as a property that is believed to have historical, cultural, architectural, archaeological or engineering significance and to meet at least one of the criteria for designation as a landmark or historic district as provided in this chapter.

Historic District is defined as all property within a defined area designated as an historic district by the city council because of the historical, cultural, architectural, archaeological or engineering significance of the district, or designated as an historic district by state law.

Landmark is defined as any property, or any interior of a building, designated as a landmark by the city council because of its historical, cultural, architectural, archaeological or engineering significance.

Major Holiday is defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Minimum Temperature is defined as the Average Temperature for that date as recorded with the National Oceanic and Atmospheric Administration's National Weather Service for Minneapolis/St. Paul, Minnesota. This information can be accessed at www.weather.gov

Mobilization Charge is defined as the cost to prepare all necessary equipment and/or supplies to take the appropriate graffiti abatement action.

Non-Satisfactory is defined as unacceptable in the judgment of the Director of Solid Waste and Recycling or the Director's designee

Non-Sensitive Surface is defined as those surfaces that that could not be damaged with the application of primer and paint, those surfaces include, but are not limited to painted brick, wood, cinderblock, concrete, plywood, etc.

Original Graffiti is defined as specific markings applied in the format and colors described on the Graffiti Abatement Work Order, or the specific markings shown in the original graffiti photograph(s), if provided.

Paint Out is defined as covering with primer, followed by matching paint.

Primer is defined as the first complete coat of paint applied in a painting system.

Removal District for the purpose of this Contract, the City means the whole City of Minneapolis as shown on the attached map.

Response Time is defined as the period from when the Contractor is provided with the abatement request until the described Graffiti is thoroughly abated and deemed Satisfactory.

Satisfactory is defined as acceptable in the judgment of the Director of Solid Waste and Recycling or the Director's designee

Sensitive Surface is defined as those surfaces that have a patina, visual aesthetic, or are historic and could be damaged without experienced graffiti removal or surfaces such as unpainted brick, wood, stucco, metal, block, limestone, marble, granite, vinyl, etc.

Shadow is defined as the visible remnants of a graffiti marking, usually occurring when abatement has been attempted but was not completely successful. Also known as ghosting.

Solid Waste and Recycling is defined as the City of Minneapolis, Department of Public Works, Division of Solid Waste and Recycling and the designated employees of that division.

Work Order (WO) is defined as the Abatement request provided by the Division of Solid Waste & Recycling.

Working Day is defined as any day Monday through Friday, excluding Major Holidays.

Working Hour is defined as the time spent abating Graffiti at the Graffiti Site and does not include transportation (windshield) time or pre-abatement site visits.

II. Scope of Service

Contractor agrees to perform the following services for the City only as directed through a Work Order, on residential, commercial or industrial buildings, or any of their accessory structures or accessory objects (excluding mobile objects) and in rare cases bridge substructures or superstructures. The defined terms in Section 1 of this Contract shall have the meaning indicated and are incorporated in any Work Order. All Graffiti Sites shall only include property within the City of Minneapolis limits. The City reserves the right to complete a portion of the graffiti abatement services, if its own staff can successfully complete the services.

- a. Removal of Graffiti from sensitive surfaces at grade level and above
- b. Application of an approved "sacrificial coating" by request at grade level and above
- c. Paint-out of Graffiti on non-sensitive surfaces, including the application of primer and color matched paint at grade level and above

III. Documentation of Work

Solid Waste and Recycling will email all Abatement requests to the email address(s) provided by the Contractor. The Contractor must document all Graffiti, pre-and post-abatement, using a digital camera with a minimum of 5 mega-pixel image. Each image file shall not exceed 500 KB in size and shall be stored on CDROM in JPEG format. All image files and CDROM must carry a unique name and be unaltered. After delivery to Solid Waste and Recycling all CDROM will become the property of Solid Waste and Recycling. The Contractor is responsible for storing a back-up copy of each image until payment for the Abatement has been made. In order

to be eligible for payment, the Contractor will be required to correctly and fully complete all fields on the Abatement Work Order provided by Solid Waste and Recycling. Solid Waste and Recycling reserves the right to change the Abatement Work Order at any time. The documentation of work must be hand-delivered or post-marked for delivery to Solid Waste and Recycling, Attn: Clean City, 309 Second Avenue South, Room 210, Minneapolis, MN 55401-2281 within 5 days of its completion. If mailed, the Contractor must take all necessary precautions to ensure the CDROM will not be damaged.

IV. Service Level

Graffiti Abatement service by the Contractor shall have a response time of no more than 5 working days from April 1 to November 1 and a response time of no more than 5 working days with a temperature of 22 degrees Fahrenheit from November 2 to March 31. Upon request, extenuating weather conditions may supersede the 5 day response time at the discretion Clean City Coordinator. For the purpose of this Contract all temperature and weather conditions will be determined using the National Oceanic and Atmospheric Administration's National Weather Service for Minneapolis/St. Paul, Minnesota. This information can be accessed at www.weather.gov. The Contractor is expected to maintain adequate staff to meet seasonal peaks of graffiti. Solid Waste and Recycling reserves the right to suspend Graffiti Abatement services at any time.

V. Specific Tasks

The Contractor is expected to verify that the original Graffiti is still present prior to Abatement, and if present, the contractor is required to abate all Graffiti from the Graffiti Site. If upon arrival at the Graffiti Site should the original Graffiti be painted over or otherwise removed but is still legible the Contractor is expected to complete the Abatement of the original Graffiti, and all other Graffiti at the Graffiti Site. If upon arrival at the Graffiti Site should the original graffiti be completely and successfully painted over or otherwise removed, the Contractor shall not abate any Graffiti from the Graffiti Site. If upon arrival at the Graffiti Site should the Contractor be unable to locate the original Graffiti the Contractor shall contact the Clean City Coordinator prior to abating any non-original Graffiti from the Graffiti Site.

The methods for Graffiti Abatement shall include use of the most updated Graffiti Abatement technology and abatement techniques available, or other techniques as approved by the City so as not to damage the surface of the Graffiti Site. Anti-Graffiti Coatings shall only be applied at the specific request of the Clean City Coordinator. Methods of Graffiti Abatement may include the following techniques:

a. Painted Surfaces

Apply adequate coats of matching color and matching quality paint to cover Graffiti on previously painted surfaces including but not limited to stucco walls, wood walls, wood fences, concrete walls and other structures.

All paint used to cover existing painted surfaces shall be compatible with the underlying paint and shall be of equal or better quality. Paint color and quality matching shall be Satisfactory as determined by the City. A patchwork look is to be avoided. Mismatched paint shall be redone by the Contractor at no additional cost to the City.

To promote uniformity, painted walls with obvious adjacent patchwork or Graffiti within 3-5 feet of each other and on the same property shall be painted over with a color matching that of the original paint over.

b. Unpainted Surfaces

Unpainted surfaces, including the various surfaces noted above and those not listed, shall not be painted over to abate the Graffiti. Abatement of Graffiti from unpainted surfaces shall use the most updated Graffiti removal technology available or other techniques as approved by the City so as not to alter the patina of the unpainted surface, e.g. water blasting, solvents, sand blasting, etc. Anti-Graffiti Coatings shall only be applied at the specific request of the Clean City Coordinator.

c. Anti-Graffiti Coating

Anti-graffiti Coatings shall only be applied at the specific request of the Clean City Coordinator. Requested Anti-Graffiti coatings shall be applied to the wall originally graffitied, following the removal of Graffiti from unpainted surfaces. This treatment shall be required to have a life expectancy of at least five years.

d. Etched Items

Etchings that can be repaired by painting shall be completed by the Contractor (excluding glass). If the Contractor is aware of irreparable etched glass and/or mirrors that are part of a removal assignment, it is the duty of the Contractor to complete the Abatement of all other markings and report the items that cannot be repaired to the Clean City Coordinator on the provided Work Order.

e. Miscellaneous Methods

When pre-approved, and if the method does not damage or alter the original surface, other abatement methods may be used with the approval of the Clean City Coordinator.

f. Historic Property Abatement

The paint out or removal of Graffiti from registered Historic Landmarks shall follow the guidelines set forth by the United States Department of the Interior, Technical Preservation Services.

VI. Compensation

Contractor shall be compensated as per the following fee arrangement. Contractor shall be compensated one Mobilization Charge per Graffiti Abatement Work Order. The applicable Mobilization Charge is determined by the distance from grade to the highest point of the Graffiti abated and surface type. Contractor shall be compensated per square foot for the removal of Graffiti, paint out of Graffiti and/or application of an Anti-Graffiti Coating. The applicable square foot charge is determined by total square footage, calculated by surface type and the height multiplied by width of the area that received application of any graffiti removal solvent, paint, or Anti-Graffiti Coating.

Total compensation under this Contract shall not exceed \$250,000.

Contractor shall submit itemized invoices for services rendered.

a. Standard Mobilization Charge Sensitive Surfaces:

Surface Type	18ft and Below	Exceeding 18ft
All Surfaces	\$50.00	\$50.00

b. Standard Mobilization Charge Non-Sensitive Surfaces:

Surface Type	18ft and Below	Exceeding 18ft
All Surfaces	\$50.00	\$50.00

c. Standard Mobilization Charge Already Clean:

Surface Type	18ft and Below	Exceeding 18ft
All Surfaces	\$50.00	\$50.00

d. Sensitive Surface Removal without Anti-Graffiti Coating Eighteen Feet and Below:

Surface Type	1-50 Sq. Ft.	51-100 Sq. Ft.	101+ Sq. Ft.
All Surfaces	\$3.15	\$2.85	\$2.50

e. Sensitive Surface Removal with Anti-Graffiti Coating Eighteen feet and Below:

Surface Type	1-50 Sq. Ft.	51-100 Sq. Ft.	101+ Sq. Ft.
All Surfaces	\$1.65	\$1.55	\$1.45

f. Sensitive Surface Removal without Anti-Graffiti Coating Exceeding Eighteen Feet:

Surface Type	1-50 Sq. Ft.	51-100 Sq. Ft.	101+ Sq. Ft.
All Surfaces	\$3.45	\$3.15	\$2.80

g. Sensitive Surface Removal with Anti-Graffiti Coating Exceeding Eighteen feet:

Surface Type	1-50 Sq. Ft.	51-100 Sq. Ft.	101+ Sq. Ft.
All Surfaces	\$1.95	\$1.65	\$1.55

h. Anti-Graffiti Coating Eighteen feet and Below:

Surface Type	1-50 Sq. Ft.	51-100 Sq. Ft.	101+ Sq. Ft.
All Surfaces	\$1.75	\$1.65	\$1.55

i. Anti-Graffiti Coating Exceeding Eighteen Feet:

Surface Type	1-50 Sq. Ft.	51-100 Sq. Ft.	101+ Sq. Ft.
All Surfaces	\$1.95	\$1.85	\$1.75

j. Paint Out without Previous Color Match Eighteen Feet and Below:

Surface Type	1 - 50 Sq. Ft.	51 - 100 Sq. Ft.	101+ Sq. Ft.
All Surfaces	\$1.75	\$1.65	\$1.55

k. Paint Out without Previous Color Match Exceeding Eighteen:

Surface Type	1 - 50 Sq. Ft.	51 - 100 Sq. Ft.	101+ Sq. Ft.
All Surfaces	\$1.60	\$1.50	\$1.40

I. Paint Out with Previous Color Match Eighteen Feet and Below:

Surface Type	1-50 Sq. Ft.	51+ Sq. Ft.
All Surfaces	\$2.10	\$2.00

m. Paint Out with Previous Color Match Exceeding Eighteen Feet:

Surface Type	1 - 50 Sq. Ft.	51 - 100 Sq. Ft.	101+ Sq. Ft.
All Surfaces	\$2.00	\$1.90	\$1.80

VII. Effective Date and Termination Date

This Contract shall be in full force and effect from June 1, 2013 through May 31, 2016 unless terminated earlier through the paragraph entitled Termination (under General terms and conditions) or unless extended by the City Department Head signing this contract.

VIII. Notices

Communication and details concerning this contract shall be directed to the following contract representatives:

CONTRACTOR

MJV Services, LLC
c/o Myles VanVorst
1849 Saunders Ave
St. Paul, MN 55116

Phone 651-698-6655

Fax

Email MJV.Services.LLC@gmail.com

CITY OF MINNEAPOLIS

David Herberholz, Director
309 2nd Avenue South, Room 210
Minneapolis, MN 55401-2281

Contract Manager

Michelle Howard, Clean City Coordinator
309 2nd Avenue South, Room 210
Minneapolis, MN 55401-2281

Phone 612-673-2789

Fax 612-673-2250

Email michelle.howard@minneapolismn.gov
graffiti@minneapolismn.gov

IX. Terms and Conditions

This Contract is subject to and incorporate all the terms and conditions set forth in the General Conditions attached hereto.

X. Closing

IN WITNESS WHEREOF, said Contractor and said City have caused this Contract to be executed in their behalf respectively by their proper officers as follows:

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

FOR THE CONTRACTOR :

By MSV SERVICES, LLC (Myles Van Vorst)
Its owner

Tax ID Number 1138121

STATE OF Minnesota)

COUNTY OF Hennepin)^{ss}

This instrument was acknowledged before me on June 6, 2013
(Date)

by Myles Van Vorst as owner
(Printed Name) (Title)

of MSV SERVICES, LLC
(Corporation Name, if corporation)

Michelle M. Howard
Notary Public



IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

FOR THE CITY:

Approved as to Form

By: *Gary Winter*
Assistant City Attorney

Approved *David A. Healy*
Department Head responsible for Administering and Monitoring this contract

Countersigned: *Pam Luandes*
Finance Officer Designee

City of Minneapolis - General Conditions for Contracts over \$50,000

(Revised 3/2012)

The General Conditions are terms and conditions that the City expects all of its Contractors to meet. By contracting, the Contractor agrees to be bound by these requirements unless otherwise noted in the Proposal. The Contractor may suggest alternative language to any section. Some negotiation is possible to accommodate the Contractor's suggestions.

1 City's Rights

The City reserves the right to cancel the Contract without penalty, if circumstances arise which prevent the City from completing the project.

2 Interest of Members of City

The Contractor agrees that it has complied with Minnesota Statutes, Section 471.87 and Chapter 3, Section 22 of the City Charter. Therefore unless authorized in Chapter 15 of the City's Code of Ordinances, no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

3 Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363A, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

4 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

If required by the City, the Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Minneapolis Code of Ordinances, Chapter 139.

5 Disability Compliance Requirements

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Contractors associated with the City to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on

non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended, in whole or part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further participation in city contracts in addition to other remedies as provided by law.

6 **Insurance**

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

7 **Hold Harmless**

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, resulting directly or indirectly from any negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statutes, section 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes, Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

8 **Assignment or Transfer of Interest**

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

9 Subcontracting

The Contractor shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Contractor has received payment from the City.

10 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this Contract.

11 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

12 Prior Uncured Defaults

Pursuant to Chapter 8, Section 24 of the City's Charter, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

13 Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Contractor.

14 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

15 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of six years after the resolution of all audit findings.

16 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

17 Inspection of Records

All Contractor records with respect to any matters covered by this Contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

18 Living Wage Ordinance

The Contractor may be required to comply with the "Minneapolis Living Wage and Responsible Public Spending Ordinance", (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf) Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the Ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

19 Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

20 Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Contractor's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

21 Travel

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses must be reimbursed in accordance with the *Contractor Travel Reimbursement Conditions*, which can be found at: http://www.minneapolismn.gov/www/groups/public/@clerk/documents/webcontent/convert_282125.pdf.

22 Billboard Advertising

City Code of Ordinance 544.120 prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

23 Conflict of Interest/Code of Ethics

By signing this Contract, the Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the City. If the Contractor is unclear if a conflict of interest exists, the Contractor will immediately contact the City representative identified as the Contract Manager in this Contract and ask for an interpretation.

In so far as it relates to its relationship with the City created by this Contract, the Contractor agrees to comply with the City's Code of Ethics, as codified at Minneapolis Code of Ordinances, Title 2, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with Title 2, Chapter 15 of that Ordinance as it related to their relationships between the City and the Contractor created by this Contract. Compliance with the Code of Ethics by the Contractor will be in its potential role as an "interested person," "lobbyist," or "lobbyist principal" and not as a "local official" or "local employee" (except to the extent that a Contractor representative or member of its board of directors is already a City official or employee). It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Contract. All questions relative to this section shall be referred to the City and shall be promptly answered.

24 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days written notice has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

25 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

26 Intellectual Property

Unless the Contractor is subject to one or more of the intellectual property provisions in the paragraphs below, the City owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any "Work" created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

27 Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and subcontractor with 21 or more employees that enters into a "contract", as defined by the

ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf . It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.