

SERVICES AGREEMENT

GATORWRAPS, INC.

[Special Transportation- Bid No. 7691 – Bus Wrap]

On this ____ day of _____, 20____, the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and GATORWRAPS, INC, a California corporation (“Contractor”), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of wrapping 35 Mini-Buses with a pre designed layout that will be provided by Special Transportation (“Services”). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect for term beginning May 1, 2020 and terminating December 31, 2020, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the term of this Agreement a Contract Price not to exceed One Hundred Thirty Eight Thousand Two Hundred Fifty Dollars (\$138,250.00). City shall pay Contractor for Services performed to City’s satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit “B” and incorporated herein by this reference. If the term of the Agreement is extended, Contractor’s compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City,

City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor.

The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further

warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

Parks, Recreation and Community
Services Department
Special Transportation
City of Riverside
Attn: Jessica Jacquez
6927 Magnolia Ave.
Riverside, CA 92506

To Contractor

GATORWRAPS, INC.

Attn: Thomas Graham
780 S. Rochester Ave., Ste. C
Ontario, CA 91761

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute

an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]


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

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

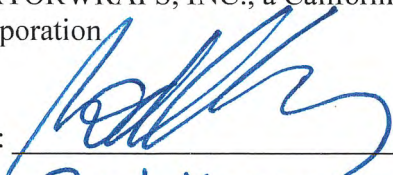
Certified as to Availability of Funds

By:  _____
CFO/Treasurer

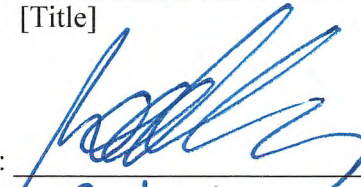
Approved as to Form:

By:  _____
Deputy City Attorney

GATORWRAPS, INC., a California
corporation

By:  _____
Rod Voegelé
[Printed Name]

President
[Title]

By:  _____
Rod Voegelé
[Printed Name]

Secretary
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

Section 1: GENERAL INFORMATION

1. SCOPE:

The City of Riverside Special Transportation is seeking bids for wrapping 35 Mini-Buses with a pre designed layout that will be provided by Special Transportation. We will require that all 35- Mini-Buses, be wrapped on the outside of the Mini-Buses, except the roofs of the vehicles. Refer to the diagram with the measurements and design for further information (Pg. 6).

Bid line items must be filled out electronically, and submitted electronically on the City's electronic bidding website at the [PlanetBids Vendor Portal](#). Vendors must click "Place eBid" in order to fill out and submit pricing before the deadline.

All bid submittals shall be for the specific items requested only. Bids that include substitute items will NOT be accepted, and will result in company(s) being deemed non-responsive.

2. INQUIRIES:

If prior to the date fixed for submission of bids, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this bid package or any of its appendices or exhibits, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the bid.

If a Company fails to notify the City, prior to the date fixed for submissions of bids, of an error in the bid package known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its bid at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this bid package must be submitted via the City's electronic bidding website project "Q&A Tab" on the [PlanetBids Vendor Portal](#).

To ensure fairness and avoid misunderstandings, all communications must be in electronic format and submitted via the City's electronic bidding website. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the bid package that will be posted on the City's website. Any communications, whether written or verbal, with any City Councilmember or City staff in a manner other than directed by Purchasing with regards to project details and scope prior to award of a contract by City Council is strictly prohibited and the bidder shall be disqualified from consideration.

For technical assistance using the City's electronic bidding website, please contact Planet Bids at 818-992-1771.

3. PRE-BID CONFERENCE:

Not applicable for this bid.

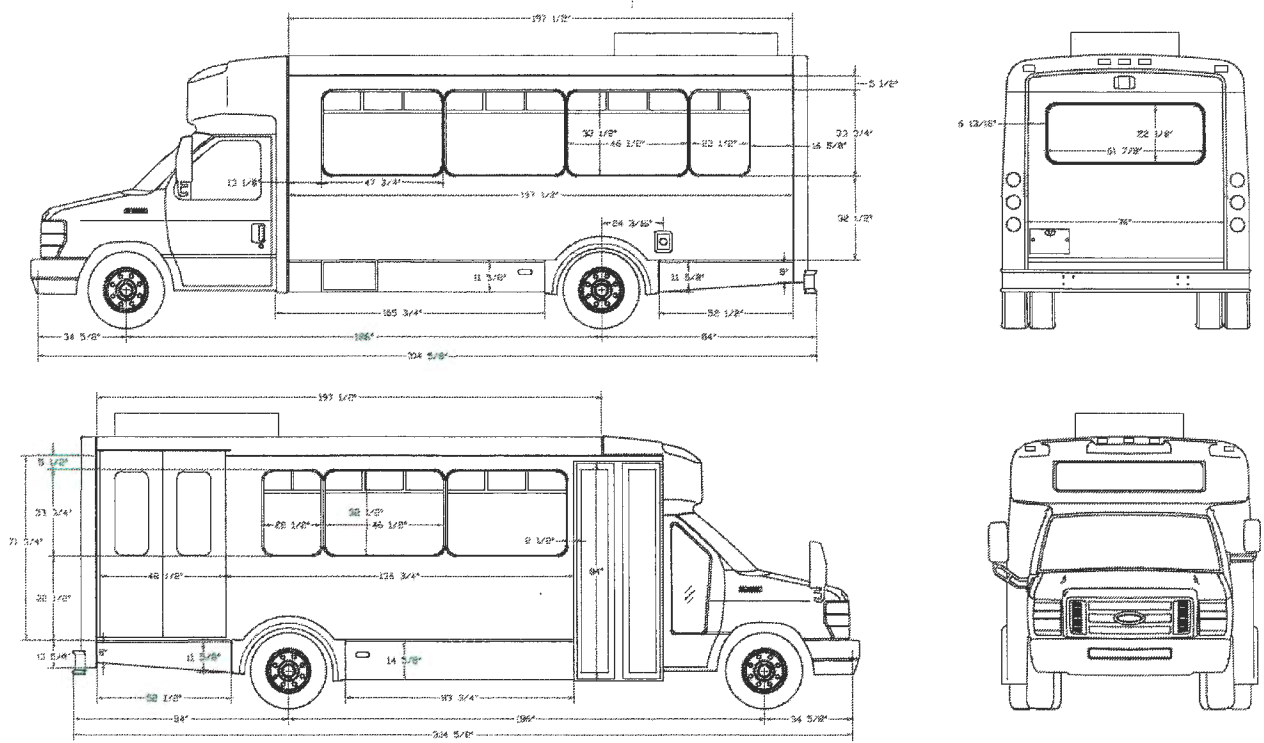
Technical Specifications

1. SCOPE OF SERVICES

Material shall be a base of removable vinyl covering. Products shall be manufactured by 3M or Avery Denison or equivalent. Wrap shall cover the full area as specified in the attached diagrams.

2. WARRANTY

Installed vinyl wraps shall last for a period no less than 3 rolling years (36 months) from the date installed.



Bid No. 7691

Bus Wraps

Addendum No. 1

07/05/2019

This Addendum contains:

- Revised Tentative Schedule
- Clarification on Quantity of Buses
 - o Bidding website amount corrected
- Photos of Mini Buses in varying conditions
- Paint Specifications
- Design

*** ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED. Please acknowledge all addenda electronically via the City's electronic bidding website as part of your bid response before the deadline. Failure to acknowledge an addendum, unless the requirement to acknowledge has been waived, will immediately cause your bid to be deemed non-responsive.

Bid 7691
Addendum No. 1
07/05/2019

Below are several updates to the Tentative Schedule of Events for this RFP:

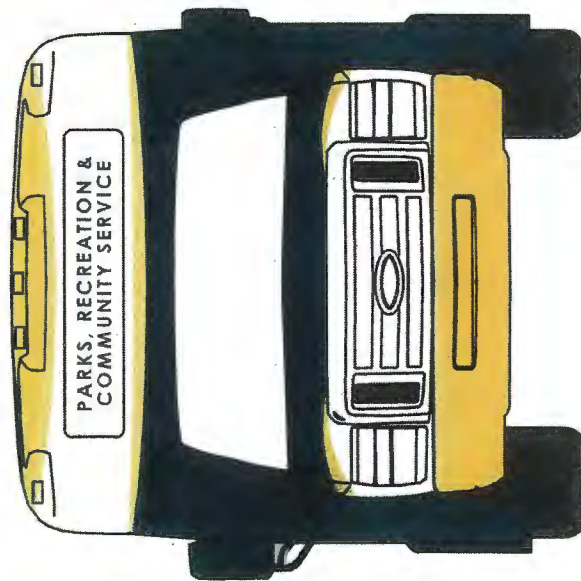
Event	Date	Time
Bids Due	07/15/2019	Before 5:00 p.m. PDT
Notification of Tentative Selection	Week of 07/29/2019	N/A
Tentative City Council Meeting to Consider Awarding Contract	TBD (if needed)	N/A

The bidding website has been updated to show a quantity of 35 mini-buses for the bid.

The condition of the buses vary from ok to excellent. The paint is white with a clear coat. Bus decals are vinyl.

Bidders shall quote White Reflective 3M 3290 E6, with a clear coat 3M 1160 and a 3M clear view perforated for the windows, (70/30 with 1.55MM spacing).

Photos of buses can be found in Addendum Attachment



Closed Bus #

"

Bid No. 7691

Bus Wraps

Addendum No. 2

07/09/2019

This Addendum contains:

- Vinyl Specifications

*** ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED. Please acknowledge all addenda electronically via the City's electronic bidding website as part of your bid response before the deadline. Failure to acknowledge an addendum, unless the requirement to acknowledge has been waived, will immediately cause your bid to be deemed non-responsive.

Bid 7691
Addendum No. 2
07/09/2019

Bidders shall quote the following, should there be any conflicts between past requirements, the following information from Addendum No. 2 shall be considered the most up to date unless otherwise specified in a subsequent Addendum:

For the sections with white reflective film/vinyl, bidders shall quote White Reflective 3M film/vinyl

For the perforated window film/vinyl, bidders shall quote 60/40 3M Perforated Window film/vinyl

Bid No. 7691

Bus Wraps

Addendum No. 3

07/10/2019

This Addendum contains:

- Use of white reflective vinyl

***** ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED. Please acknowledge all addenda electronically via the City's electronic bidding website as part of your bid response before the deadline. Failure to acknowledge an addendum, unless the requirement to acknowledge has been waived, will immediately cause your bid to be deemed non-responsive.**

Bid 7691
Addendum No. 3
07/10/2019

White Reflective Vinyl shall only be used on the rear section of the wraps

EXHIBIT "B"

COMPENSATION

**Gatorwraps, Inc.**

We Service Nationwide!

780 S. Rochester Ave Ste C
Ontario, CA 91761 US
877.338.4848
sales@gatorwraps.com
www.gatorwraps.com

INVOICE

BILL TO

Jessica Jaquez
City of Riverside Parks,
Recreation and Community
Service Department
8095 Lincoln Avenue
Riverside, CA 92504

SHIP TO

Jessica Jaquez
City of Riverside Parks,
Recreation and Community
Service Department
8095 Lincoln Avenue
Riverside, CA 92504

INVOICE # 22068**DATE** 05/01/2020**DUE DATE** 05/01/2020**TERMS** Due on receipt**SALES MANAGER PH. #**
9099183122**SALES MANAGER EMAIL**
thomas@gatorwraps.com**SALES MANAGER**
Thomas G./Brian M.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Wrap removal Wrap removal. We will take every precaution to remove the vinyl without incident, but cannot be responsible for condition of paint underneath. Some paint flaking, and/or discoloration may result from the vinyl removal process. Gatorwraps will make every effort possible to remove existing vinyl but cannot guarantee that no damage will occur to the painted surface of the vehicle due to unknown chemicals and materials that have been used on this vehicle before or while getting wrapped. Possible damage incurred by the previous wrap can include but is not limited to: <ul style="list-style-type: none">• Clear coat sticking to previous wrap• Paint sticking to previous wrap and coming off removal of 35 buses @ \$300.00 each	1	10,495.10	10,495.10
	Discount Removal Waived	1	-10,500.00	-10,500.00
	Vehicle Wrap-Comm Full wrap on 2010-2017 Ford/Glaval Minibus 16 Passenger, roof not included, template, print and cut	35	3,493.00	122,255.00
	*includes topper/window perf.			
	Labor:Installation-comm Installation	35	457.14	15,999.90
	Notes Client has provided rendering and will	1	0.00	0.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
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provide artwork. Includes design assist to incorporate their design to fit the vehicle with minor changes on topper and fender area's per discussion. Print sample will be available to the client once final design is approved.

Removal is included on this project but vehicles will need to be wash and clean prior to installation. Installation should be 2 vehicles a week until completed.

Vehicle List:

Minibus H305 2010 1FDFE4FS4ADA01265

16 Glaval

Minibus H306 2010 1FDFE4FS6ADA01266

16 Glaval

Minibus H307 2010 1FDFE4FS8ADA01267

16 Glaval

Minibus H310 2010 1FDFE4FS2ADA01264

16 Glaval

Minibus H311 2010 16 Glaval

Minibus H312 2010 1FDF4FFSXADA03599

16 Glaval

Minibus H313 2010 1FDFE4FS4ADA03601

16 Glaval

Minibus H314 2010 1FDFE4FS2ADA03600

16 Glaval

Minibus H321 2011 1FDFE4SOBDA24561

16 Glaval

Minibus H322 2011 1FDFE4FS2BDA24562

16 Glaval

Minibus H323 2011 1FDF4FSOBDA24558

16 Glaval

Minibus H324 2011 1FDFE4FS2BDA24559

16 Glaval

Minibus H332 2013 1FDFE4FSXDDA41998

16 Ford

Minibus H333 2013 1FDFE4FS1DDA41999

16 Ford

Minibus H334 2013 1FDFE4FS2DDA42000

16 Ford

Minibus H335 2013 1FDFE4FD8DDA50912

16 Ford

Minibus H336 2013 1FDFE4FS1DDA56924

16 Ford

Minibus H337 2013 1FDFE4FS3DDA56925

16 Ford

Minibus H338 2013 1FDFE4FSXDDA56923

16 Ford

Minibus H340 2014 1FDFE4FS1EDB17674

16 Ford

Minibus H341 2014 1FDFE4FSXEDB17673

16 Ford

Minibus H342 2014 1FDFE4FS7EDA99147

16 Ford

Minibus H343 2014 1FDFE4FS8EDB19910

DATE	ACTIVITY	QTY	RATE	AMOUNT
	16 Ford			
	Minibus H344 2014 1FDFE4FS3EDB17675			
	16 Ford			
	Minibus H345 2014 1FDFE4FS5EDB17676			
	16 Ford			
	Minibus H346 2014 1FDFE4FS7EDB17677			
	16 Ford			
	Minibus H347 2014 1FDFE4FS9EDB17678			
	16 Ford			
	Minibus H348 2014 1FDFE4FS0EDB17679			
	16 Ford			
	Minibus H355 2017 1FDFE4FS4HDC16588			
	16 Ford			
	Minibus H356 2017 1FDFE4FS6HDC16589			
	16 Ford			
	Minibus H357 2017 1FDFE4FS2HDC16590			
	16 Ford			
	Minibus H358 2017 1FDFE4FS2HDC16587			
	16 Ford			
	Minibus H359 2017 1FDFE4FS8HDC16593			
	16 Ford			
	Minibus H360 2017 1FDFE4FSXHDC16594			
	16 Ford			
	Minibus H361 2017 1FDFE4FS6HDC16592			
	16 Ford			
	Minibus H362 2017 1FDFE4FS8HDC26573			
	16 Ford			

By placing this order, customer hereby acknowledges the terms & conditions of all services rendered, and agrees to pay the cost of services as specified above.

BALANCE DUE

\$138,250.00

EXHIBIT "C"

KEY PERSONNEL

1. Rod Voegelé, Project Manager
rod@gatorwraps.com
cell: 702-403-3200
2. Thomas Graham, Project Manager
thomas@gatorwraps.com
909-390-1020, ext. 106
3. Brandi Flores, Billing/ Coordination of Installation
brandi@gatorwraps.com
909-918-3177

**GATORWRAPS, INC.
A CALIFORNIA CORPORATION**

CORPORATE BANKING RESOLUTION

WHEREAS, the board of directors decided that it would be in the best interests of the corporation for it to select one or more banks, trust companies, brokerage companies or other depositories, and to establish financial accounts in the name of this corporation, be it

RESOLVED: That the president, secretary, or treasurer of Gatorwraps, Inc., is authorized to enter into deposit account, cash management and service agreement(s) with any bank on behalf of this corporation, and to designate from time to time who may sign checks and otherwise give instructions regarding this corporation's funds and account(s).

FURTHER RESOLVED: That this authorization is in addition to any other authorizations in effect and shall remain in force until the bank(s) receive written notice of its revocation at the offices where the accounts are maintained or at any other address specified by the bank(s).

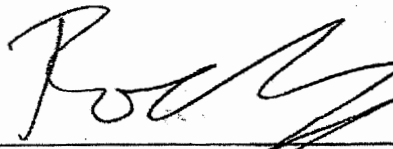
CERTIFICATION

I CERTIFY THAT I am the secretary of the corporation named above. The foregoing resolution is a complete and accurate copy of a resolution duly adopted by the corporation's board of directors. The resolution is now in full force and has not been revoked or changed in any way.

I CERTIFY THAT Rod Voegle was elected president of Gatorwraps, Inc. on July 15, 2011 and shall serve in that position until a successor is duly elected and qualified pursuant to the bylaws, or until resignation or removal, as the case may be.

I also certify under penalty of perjury that this corporation's federal tax identification number is 61-1656253.

Dated: July 15, 2011



Rod Voegle, Secretary