

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Lana Beach, CA 90802-4664

1 FIFTH AMENDMENT TO AGREEMENT NO. 34328

2 34328

3 THIS FIFTH AMENDMENT TO AGREEMENT NO. 34328 is made and
4 entered as of July 11, 2023, for reference purposes only, pursuant to a minute order
5 adopted by the City Council of the City of Long Beach at its meeting on July 12, 2016, by
6 and between GRAFFITI PROTECTIVE COATINGS, INC. a California corporation with a
7 place of business at 4624 Florence Avenue, Bell, California 90201 ("Contractor"), and the
8 CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City and Contractor (the "Parties") entered into Agreement No.
10 34328 (the "Agreement") whereby Contractor agreed to provide graffiti removal services,
11 in an annual amount not to exceed One Million Three Hundred Seventy Thousand Dollars
12 (\$1,370,000), with a twenty percent (20%) contingency of Two Hundred Seventy-Four
13 Thousand Dollars (\$274,000), for a total annual contract amount not to exceed One Million
14 Six Hundred Forty-Four Thousand Dollars (\$1,644,000), for a period of three (3) years,
15 with the option to renew for five (5) additional one-year periods, at the discretion of the City
16 Manager; and

17 WHEREAS, the Parties entered into a First Amendment to the Agreement to
18 extend the term to July 31, 2020, and attach an updated rate sheet; and

19 WHEREAS, the Parties entered into a Second Amendment to the Agreement
20 to extend the term to July 31, 2021; and

21 WHEREAS, the Parties entered into a Third Amendment to the Agreement
22 to extend the term to July 31, 2022; and

23 WHEREAS, the Parties entered into a Fourth Amendment to the Agreement
24 to extend the term to July 31, 2023, and attach an updated rate sheet; and

25 WHEREAS, the Parties desire to extend the term using the final one-year
26 period option, and attach an updated rate sheet;

27 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
28 conditions herein contained, the Parties agree as follows:

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- 1 1. Section 2 of the Agreement is hereby amended to read as follows:
- 2 "2. TERM. The term of this Agreement shall commence at midnight on
- 3 August 1, 2016, and shall terminate at 11:59 p.m. on July 31, 2024, unless sooner
- 4 terminated as provided in this Agreement, or unless the services or the Project is
- 5 completed sooner."
- 6 2. The Rates contained in Exhibit "B-2" to the Fourth Amendment to the
- 7 Agreement are hereby amended and replaced by Exhibit "B-3", attached hereto and
- 8 incorporated herein.
- 9 3. Except as expressly modified herein, all of the terms and conditions
- 10 contained in Agreement No. 34328 are ratified and confirmed and shall remain in full force
- 11 and effect.
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IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

GRAFFITI PROTECTIVE COATINGS, INC.
a California corporation

7-11, 2023

By [Signature]
Name _____
Title _____

7-11, 2023

By [Signature]
Name STEVEN LEWIS
Title SECRETARY

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

August 31, 2023

By [Signature]
City Manager

"City"

This Fifth Amendment to Agreement No. 34328 is approved as to form on

July 13, 2023.

DAWN MCINTOSH, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Lana Beach, CA 90802-4684

EXHIBIT "B-3"
Rates or Charges

GRAFFITI REMOVAL - CITY		A	B	C	D
Item No.	Description	UNIT	UNIT PRICE	TOTAL WEEKLY	TOTAL ANNUAL PRICE
1	Weekly cost for one truck, for 40 hours per week, for weekday service to perform proactive graffiti abatement (as outlined in Section I; a, b and c of RFP) for the City of Long Beach (Public Works).	Weekly Weekday for 1 service truck; 40 hours per week	\$4,043.20	B times (x) 5 trucks \$20,216.01	C times (x) 52 weeks \$1,051,232.52
2	Daily cost per truck for 8 hours a day for weekend (Saturday & Sunday) and Holiday service to perform proactive graffiti abatement (as outlined in Section I; a, b and c of RFP) for the City of Long Beach (Public Works).	Daily <u>Weekend</u> and Holiday for 1 service truck	\$848.97	B times (x) 1 trucks \$848.97	C times (x) 113 days \$95,933.61

PRICING SECTION - GRAND TOTAL PRICE - CITY GRAFFITI ABATEMENT

GRAND TOTAL PRICE (Column C)	\$21,064.98
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GRAFFITI REMOVAL - CITY PARKS AND MARINAS		A	B	C	D
Item No.	Description	UNIT	UNIT PRICE	TOTAL WEEKLY	TOTAL ANNUAL PRICE
1	Weekly cost per truck, for 40 hours per week, for weekday service to perform proactive graffiti removal in the Parks and Marinas for services as outline in Section I; d in Scope of Project of RFP.	Weekly <u>Weekday</u> for 1 service truck; 40 hours per week	\$4,043.20	B times (x) 1 trucks \$4,043.20	C times (x) 52 weeks \$210,246.40
2	Daily cost per truck for 8 hours a day for weekend (Saturday & Sunday) and Holiday service to perform proactive graffiti removal in the Parks and Marinas for services as outline in Section I; d in Scope of Project of RFP..	Daily <u>Weekend</u> and Holiday for 1 service truck	\$848.97	B times (x) 1 trucks \$848.97	C times (x) 113 days \$95,933.61

PRICING SECTION - GRAND TOTAL PRICE - PARKS & MARINAS GRAFFITI ABATEMENT

GRAND TOTAL PRICE (Column C)	\$4,892.17
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GRAFFITI REMOVAL - OTHER DEPARTMENTS		A	B
Item No.	Description	UNIT	UNIT PRICE
1	Hourly rate for weekday service to perform proactive graffiti abatement (as outlined in Section I; a, b and c) for other departments within the City on an as-needed basis.	Hourly <u>Weekday</u> for 1 service truck	\$93.39
2	Hourly rate for weekend (Saturday & Sunday) and Holiday service to perform proactive graffiti abatement (as outlined in Section I; a, b and c) for other departments within the City on an as-needed basis.	Hourly <u>Weekend</u> and Holiday for 1 service truck	\$114.61

"Graffiti Protective Coatings has requested three 2% increases over the last five renewals including this current one. I have also included year-end actuals, which have stayed fairly consistent.

Contract Term		Contract Rate Increases	Fiscal Year	
Start	End		Year-End Actuals	
8/1/2016	7/31/2019	-	FY18 \$	981,029.13
8/1/2019	7/31/2020	2%	FY19 \$	965,643.91
8/1/2020	7/31/2021	0%	FY20 \$	977,508.98
8/1/2021	7/31/2022	0%	FY21 \$	1,001,474.60
8/1/2022	7/31/2023	2%	FY22 \$	985,841.54
8/1/2023	7/31/2024	2%		