THIRD AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND WGJ ENTERPRISES, INC. DBA PCI CORPORATION

THIS THIRD AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Third Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and WGJ Enterprises, Inc., a California corporation dba PCI Corporation ("Contractor").

WHEREAS, on May 3, 2022, the parties hereto originally entered into the Agreement for Project Services between the City and Contractor ("Agreement") for street striping and signage services; and

WHEREAS, on October 4, 2022, the parties hereto entered into the First Amendment to the Agreement for Project Services between the City and Contractor ("First Amendment") to increase the compensation from \$54,000 to a not-to-exceed amount of \$479,000; and

WHEREAS, on August 1, 2023, the parties hereto entered into the Second Amendment to the Agreement for Project Services between the City and Contractor ("Second Amendment") to increase the compensation from \$479,000 to a not-to-exceed amount of \$848,597; and

WHEREAS, the parties desire to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendment to the Agreement:

- 1. **COMPENSATION**. Exhibit "C" of the Agreement, as amended by Exhibit "C-1", is further amended to increase the Contractor's compensation limit from \$848,597 to a not-to-exceed amount of \$1,248,597, as detailed in Exhibit "C-2", which is attached hereto and incorporated by reference. Contractor shall continue to be compensated for the services described in Exhibit "A".
- 2. NO OTHER AMENDMENTS. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, and this Third Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall govern.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 1st day of October, 2024

CITY OF REDONDO BEACH, a chartered municipal corporation	WGJ ENTERPRISES, INC., a California corporation dba PCI Corporation		
James A. Light, Mayor	By: Name: Signed by: William G. Jacob President		
ATTEST:	APPROVED:		
Eleanor Manzano, City Clerk	Diane Strickfaden, Risk Manager		
APPROVED AS TO FORM:			
Michael W. Webb, City Attorney			

EXHIBIT "C-2"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

I. **AMOUNT**. Contractor shall perform the work for all City approved Task Proposal(s) in accordance with the following rate schedule.

	Markings				
<u>Description</u>	Quantity	Color	<u>Unit</u>	<u>Material</u>	Unit Price
Stop	1,820	White	Ea	Thermoplastic	\$207.00
Ped Crossing	50	White	Ea	Thermoplastic	\$362.00
Stop Ahead	20	White	Ea	Thermoplastic	\$455.00
Right Lane Must Turn Right	5	White	Ea	Thermoplastic	\$1,197.00
Slow School Crossing	5	Yellow	Ea	Thermoplastic	\$683.00
Railroad Crossing	10	White	Ea	Thermoplastic	\$322.00
No Left Turn	5	White	Ea	Thermoplastic	\$567.00
Arrow (Straight)	20	White	Ea	Thermoplastic	\$90.00
Arrow (Multi- directional)	35	White	Ea	Thermoplastic	\$160.00
Arrow (Left-Right)	320	White	Ea	Thermoplastic	\$160.00
Arrow (Bike)	95	White	Ea	Thermoplastic	\$61.00
Bike Lane Symbols	95	White	Ea	Thermoplastic	\$260.00
Parking T's	245	White	Ea	Thermoplastic	\$36.00
ISA	80	Blue/ White	Ea	Paint	\$155.00
Only	25	White	Ea	Thermoplastic	\$157.00
25 MPH	25	White	Ea	Thermoplastic	\$161.00
30 MPH	25	White	Ea	Thermoplastic	\$161.00
35 MPH	25	White	Ea	Thermoplastic	\$161.00
Wait Here	15	White	Ea	Thermoplastic	\$313.00
OK	5	White	Ea	Thermoplastic	\$161.00
Slow	1	Yellow	Ea	Thermoplastic	\$157.00
Keep Clear	15	White	Ea	Thermoplastic	\$405.00
Sandblast / Removal	25,000	-	L.F.	-	\$2.65

Striping					
Description	Quantity	Color	<u>Unit</u>	<u>Material</u>	Unit Price
Caltrans Det 1					
(4" Single Broken)	269,550	Yellow	L.F.	Paint	\$0.20
Caltrans Det 8					
(4" Single Broken)	223,400	White	L.F.	Paint	\$0.20
Caltrans Det 21					
(4" Double Solid)	131,650	Yellow	L.F.	Paint	\$0.60
Caltrans Det 24					
(4" Single Solid)	16,900	Yellow	L.F.	Paint	\$0.30
Caltrans Det 38B					
(8" Single Solid)	95,100	White	L.F.	Paint	\$0.45
4" Solid					
(Parking Stall)	8,750	White	L.F.	Paint	\$0.90
4" Solid	3,550	Blue	L.F.	Paint	\$0.90
12" Solid	300	Blue	L.F.	Paint	\$2.20
12" Solid Limit Line					
(Caltrans SP A24E)	27,240	White	L.F.	Paint	\$2.20
Two-Way Left Turn	59,700	Yellow	L.F.	Paint	\$1.20

Crosswalk						
Description	Quantity	Color	Unit	Material	Unit Price	
12" Continental						
Crosswalk	27,100	Yellow	L.F.	Thermoplastic	\$2.80	
12" Continental						
Crosswalk	52,300	White	L.F.	Thermoplastic	\$2.80	

- II. **NOT TO EXCEED AMOUNT**. The total compensation payable to the Contractor under the Agreement, including all amendments, shall not exceed \$1,248,597 during the term of the Agreement.
- III. **METHOD OF PAYMENT**. Contractor shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.
 - A. All personnel who performed work on the Task Proposal.
 - B. Description of the work performed.
 - C. Quantity
 - D. Unit Price
 - E. Total Amount (Unit x Quantity)

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and include the prior written authorization of the City and copies of receipts to substantiate expense requests. Contractor may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

- IV. **SCHEDULE FOR PAYMENT**. City agrees to pay Contractor within thirty days of City's receipt of Contractor's monthly invoice; provided that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.
- V. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, or personally served, and addressed to or personally served on the following parties.

Contractor: WGJ Enterprises, Inc. dba PCI Corporation

975 West 1st Street Azusa, CA 91702

Attention: William Jacob

<u>City</u>: City of Redondo Beach

Public Works Department

531 N Gertruda Ave

Redondo Beach, CA 90277 Attention: Rob Osborne

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail; or (2) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.