

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

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Second 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" or "Consultant").

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 \$54,000.00 to a not-to-exceed amount of \$479,000.00; and

WHEREAS, the parties wish to increase the compensation.

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 amendments to the Agreement:


1. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase the Contractor's total compensation limit from \$479,000 to \$848,597. Exhibit "C-1" is attached hereto and incorporated by reference. Contractor shall 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, and this Second 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, and the Second Amendment, the terms of this Second Amendment shall govern.


[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 1st day of August, 2023.

CITY OF REDONDO BEACH

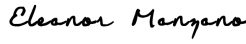
WGJ ENTERPRISES, INC.,
a California corporation dba PCI
Corporation


DocuSigned by:

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William C. Brand, Mayor

DocuSigned by:

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By: William Jacob
Name: William Jacob
Title: President

ATTEST:

APPROVED:

DocuSigned by:

72F2AC716C214CF...
Eleanor Manzano, City Clerk

DocuSigned by:

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Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

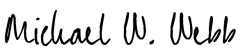
DocuSigned by:

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Michael W. Webb, City Attorney

EXHIBIT "C-1"

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>	<u>Quantity</u>	<u>Color</u>	<u>Unit</u>	<u>Material</u>	<u>Unit Price</u>
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	Unit	Material	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.** In no event shall the total amount paid to Contractor, exceed \$848,597 during the term of this 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 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

City: 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 on the third day after mailing if sent by registered or certified mail. 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.



PCI-----

ADIAZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2023

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

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

PRODUCER	CONTACT NAME:	
The Wooditch Company Insurance Services, Inc. 1 Park Plaza, Suite 400 Irvine, CA 92614	PHONE (A/C, No, Ext): (949) 553-9800	FAX (A/C, No): (949) 553-0670
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A : Allied World Ins. Co., Inc.	NAIC # 22730
	INSURER B : Allied World Assurance Company	19489
	INSURER C : Starstone National Insurance Company	25496
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6004-0531	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		6000-0973	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		T10221116	11/1/2022	11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PCI Job #10998C; RFP #2122-011; City-wide Traffic Striping and Street Signage Services, Redondo Beach, CA. glaip/auai
The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are included as Additional Insureds as respects General Liability and Auto Liability per attached endorsements.
This insurance shall apply as Primary and Non-Contributory per attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

City of Redondo Beach Public Works Department 531 North Gertruda Avenue Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: PCI-----

ADIAZ

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED WGJ Enterprises, Inc. dba PCI 975 W. 1st Street Azusa, CA 91702
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Cancellation:

*Except 10 days notice of Cancellation for non-payment of premium.

Should this policy be cancelled before the expiration date, The Wooditch Company will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: WGJ Enterprises, Inc. dba PCI

Endorsement Effective Date: 11/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage.	All Locations of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage.	All Locations of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a written contract or written agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.