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

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("First 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, 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. <u>Compensation</u>. Exhibit "C" of the Agreement is hereby amended to increase the compensation from \$54,000.00 to a not-to-exceed amount of \$479,000.00.
- 2. <u>No Other Amendments</u>. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First 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 and the First Amendment, the terms of this First Amendment shall govern.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 4<sup>th</sup> day of October, 2022.

CITY OF REDONDO BEACH	WGJ ENTERPRISES, INC., a California corporation dba PCI Corporation
William C. Brand, Mayor	By: Name: Title: President

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

4	CORD	E	RTI	FICATE OF LIA	ABILITY IN	ISURAN	CE		(MM/DD/YYYY) 5/3/2022
C B	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF IN EPRESENTATIVE OR PRODUCER, A	IVEL SUR	Y O	R NEGATIVELY AMEND	EXTEND OR A	LTER THE CO	OVERAGE AFFORDED	BY TH	IE POLICIES
lf	MPORTANT: If the certificate holde SUBROGATION IS WAIVED, subje his certificate does not confer rights t	ct to	the	terms and conditions of	the policy, certai	n policies may	NAL INSURED provisio / require an endorseme	nsorb nt.As	e endorsed. tatement on
PRO	DUCER				CONTACT NAME:				
1 Pa	Wooditch Company Insurance Servio ark Plaza, Suite 400	ces,	Inc.		PHONE (A/C, No, Ext): (949 E-MAIL ADDRESS:	) 553-9800	FAX (A/C, No)	:(949)	553-0670
Irvir	ne, CA 92614					INSURER(S) AFFO	RDING COVERAGE		NAIC #
					INSURER A : Allied				22730
INSU	JRED						rance Company		19489
	WGJ Enterprises, Inc. dba F 975 W, 1st Street	CI				tone Nationa	I Insurance Company	y	25496
	Azusa, CA 91702				INSURER D :				
					INSURER E : INSURER F :				
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INSR		ADD	SUB	POLICY NUMBER	POLICY EF	F POLICY EXP	LIM	ITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	x		6004-0531	11/1/202	1 11/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000
							MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	5,000
в	OTHER: AUTOMOBILE LIABILITY	-	-				COMBINED SINGLE LIMIT	s	1,000,000
_	X ANY AUTO	x		6000-0973	11/1/202	1 11/1/2022	(Ea accident) BODILY INJURY (Per person)	s	
	OWNED AUTOS ONLY AUTOS	^					BODILY INJURY (Per accident		
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
	Autoroner							s	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
-	DED RETENTION \$	_	_				V PER OTH-	\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			T10211116	11/1/202	1 11/1/2022	X PER OTH- STATUTE ER	-	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		110211110	11,1,202	1 11/1/2022	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYE		1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	3	
The Liab	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC PCI Job #10998C; RFP #2122-011; City City of Redondo Beach, its officers, ele ility and Auto Liability per attached end insurance shall apply as Primary and I	cted lorse	and men	appointed officials, employ Is.	yees, and volunted	more space is requ dondo Beach, ( ers are included	<sup>Ired)</sup> XA, glaip/auai d as Additional Insureds	as resp	pects General
CE	RTIFICATE HOLDER				CANCELLATIC	N			
	City of Redondo Beach Public Works Department 531 North Gertruda Avenue Redondo Beach, CA 90277				THE EXPIRAT	ION DATE TI WITH THE POLI	DESCRIBED POLICIES BE HEREOF, NOTICE WILL CY PROVISIONS.		
					benurevan	4000 00/- / -		A ·	-
AC	ORD 25 (2016/03)				C	1988-2015 AC	ORD CORPORATION.	AILLI	gnts reserved.

ADIAZ

PCI-----

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LOC #: 1

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## ADDITIONAL REMARKS SCHEDULE

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

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.\*

## 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: 11/01/2021

#### 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.

## 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 sh	own 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.

## 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

- 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
- 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:

- 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

 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.

# 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.