



Date: January 14, 2025

To: Honorable Mayor and Members of the City Council

From: Craig Bilezerian, Public Works Director

By: Helen Shi, Engineering Manager | HShi@TorranceCA.gov

Subject: Public Works – Adopt Categorical Exemption Under California Environmental Quality Act (CEQA) Section 15301(c), Approve Plans and Specifications and Award a Public Works Agreement for Citywide Traffic Engineering and Improvements, T-190 (2024 Arterial Roadway Striping). Expenditure: \$396,348 (Non-General Fund).

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1. Adopt a finding of categorical exemption per staff determination, pursuant to Section 15301(c) of the guidelines implementing California Environmental Quality Act (CEQA) for Citywide Traffic Engineering and Improvements, T-190 (2024 Arterial Roadway Striping); and
2. Approve the plans and specifications for Citywide Traffic Engineering and Improvements, T-190 (2024 Arterial Roadway Striping) (B2024-06) project; and
3. Award a Public Works Agreement to WGJ Enterprises, Inc. dba PCI of Azusa, CA (B2024-06) in the amount of \$330,290 and authorize a 20% contingency in the amount of \$66,058 for construction of Citywide Traffic Engineering and Improvements, T-190 (2024 Arterial Roadway Striping) for a two-year period beginning January 14, 2025 and ending January 13, 2027.

FUNDING

| Funding Source | Amount |
|--|----------------------|
| Citywide Traffic Engineering and Improvements, T-190 – Gas Tax (Non- General Fund) | \$ 250,000.00 |
| Citywide Traffic Engineering and Improvements, T-190 – Measure M Local Return (Non-General Fund) | \$ 146,348.00 |
| Total | \$ 396,348.00 |

DISCUSSION

The Citywide Traffic Engineering and Improvements, T-190 is an annual program that addresses miscellaneous traffic related issues citywide. The Citywide Traffic Engineering and Improvements, T-190 (2024 Arterial Roadway Striping); (T-190 Project) will maintain or replace deteriorated traffic striping and pavement markings and legends on certain arterial roadways. Paint or thermoplastic material will be applied over existing traffic lane lines, legends, and crosswalks to enhance visibility. Missing reflective pavement markers (white, yellow and blue) will also be replaced.

Traffic striping and pavement markings (pavement markings) are typically installed by contractors hired by the City when streets are built or repaved or slurry sealed. Pavement markings deteriorate over time and must be refreshed periodically. Due to the current workload of City crews, staff will utilize a contractor to address maintenance needs for specific arterial roadway pavement markings. This is the third year of the proposed annual program to maintain traffic striping and markings, which addresses approximately 20% of arterial roadways annually. Proposed locations for this year include Maple Ave, 235th St, Crenshaw Blvd, Van Ness Ave, Cabrillo Ave, and 237th St (Attachment 1). Streets scheduled for upcoming pavement rehabilitation are excluded from the proposed contract, as their traffic striping and markings will be addressed as part of the pavement rehabilitation project.

The project was advertised for public bid in October 2024 in the Daily Breeze (multi-day advertisements) and posted on PlanetBids. A total of four (4) bids were received and opened on November 6, 2024 with the following results:

| Rank | Vendor | City, State | Bid Price |
|------|----------------------------------|-----------------|--------------|
| 1* | WGJ Enterprises, Inc. dba PCI | Azusa, CA | \$330,290.00 |
| 2 | Superior Pavement Markings, Inc. | Cypress, CA | \$343,260.00 |
| 3 | Sterndahl Enterprises, LLC | Sun Valley, CA | \$406,200.00 |
| 4 | Chrisp Company | Bloomington, CA | \$530,645.00 |

*Lowest Responsive Bidder.

The Engineer's estimate for the project is \$363,110. WGJ Enterprises, Inc. dba PCI (PCI) submitted a bid in the amount of \$330,290, which is approximately 9% below the Engineer's estimate.

Staff performed an evaluation of the bid results including a thorough review of PCI's bid, licensure, references, qualifications, performance history and labor compliance record, and determined all to be in order. PCI has performed numerous projects of similar size, scope, and scale for the City

of Torrance and the City of Palm Desert. PCI is the confirmed lowest responsive bidder, and the Public Works Director recommends that the Public Works Agreement (Attachment 2) be awarded to PCI. Staff sent a Notice of Intent to Award to all bidders on December 30, 2024, which was two weeks prior to the recommended award of contract. Staff received no bid protests nor correspondence from third parties about this bid.

Staff recommends a 20% construction contingency to cover unexpected costs for any unforeseen conditions and/or to include additional streets if necessary. Having the higher contingency will allow staff to quickly address issues via a contract change order and minimize construction impacts to motorists. Any contingency funds not used would be available for future phases of this annual project.

Construction is anticipated to begin in early 2025. Further information about this project and all other active infrastructure projects can be found on our Public Works website at <https://www.torranceca.gov/our-city/capital-improvement-projects>.

ENVIRONMENTAL FINDINGS

Staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the project is categorically exempt pursuant to Section 15301(c).

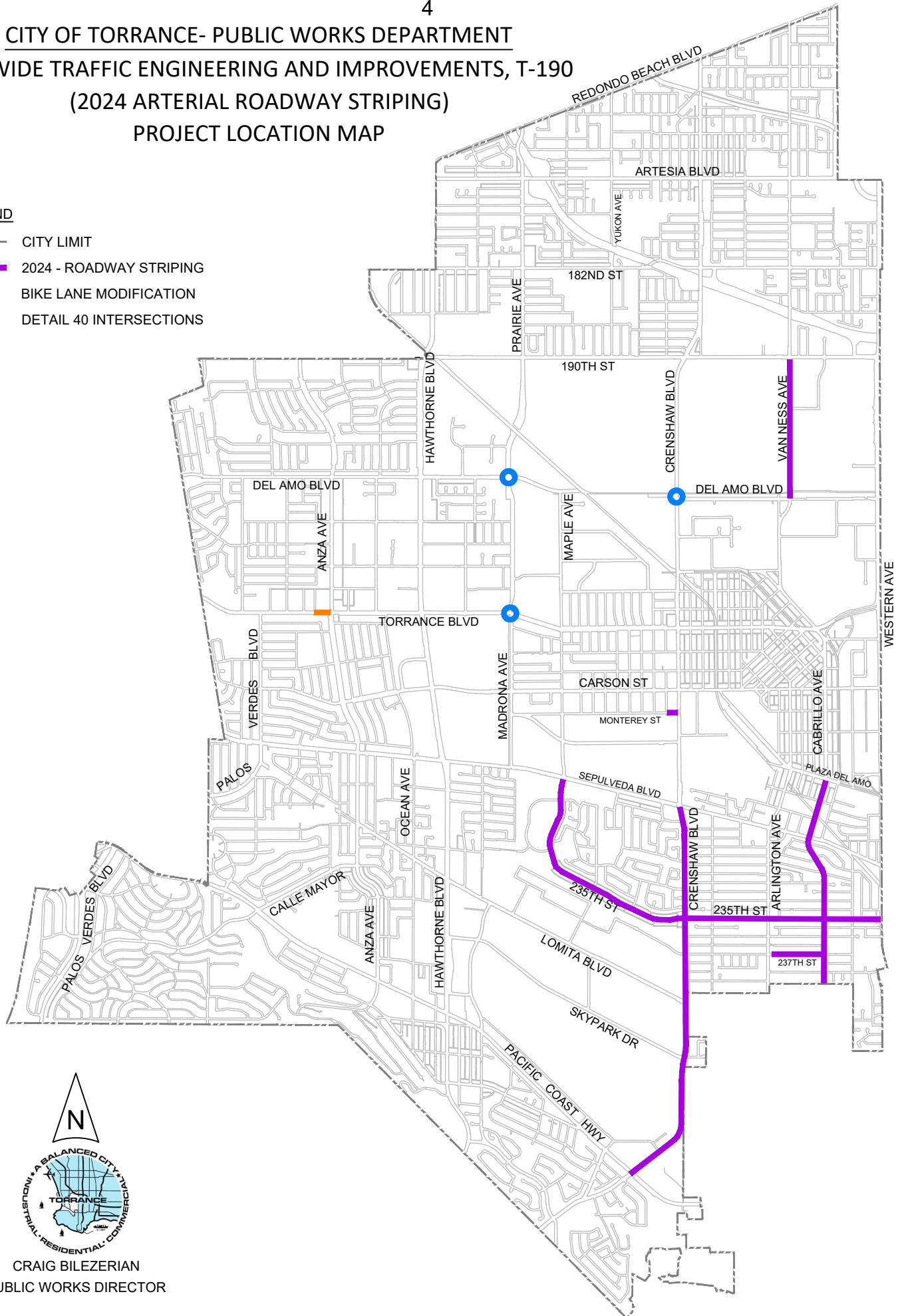
ATTACHMENTS

1. Location Map
2. Public Works Agreement

CITY OF TORRANCE- PUBLIC WORKS DEPARTMENT
CITYWIDE TRAFFIC ENGINEERING AND IMPROVEMENTS, T-190
(2024 ARTERIAL ROADWAY STRIPING)
PROJECT LOCATION MAP

LEGEND

- CITY LIMIT
- 2024 - ROADWAY STRIPING
- BIKE LANE MODIFICATION
- DETAIL 40 INTERSECTIONS



CRAIG BILEZERIAN
PUBLIC WORKS DIRECTOR

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of January 14, 2025 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and WGJ ENTERPRISES, INC., DBA PCI, A CALIFORNIA CORPORATION ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the **CITYWIDE TRAFFIC ENGINEERING AND IMPROVEMENTS, T-190 (2024 ARTERIAL ROADWAY STRIPING) B2024-06**;
- B. In order to obtain the desired services, the CITY has circulated a Notice Inviting Bids for the construction of the **CITYWIDE TRAFFIC ENGINEERING AND IMPROVEMENTS, T-190 (2024 ARTERIAL ROADWAY STRIPING) B2024-06** (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the Public Works Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for two years from the Effective Date.

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$330,290.00 ("Agreement Sum"), plus a contingency of \$66,058.00 , if first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a) cease operations as directed by CITY in the notice;
 - b) take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 20 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the

basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY'S REPRESENTATIVE

The Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

William G. Jacob
Owner/President

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CITY has no duty, obligation, or responsibility to CONTRACTOR's agents or employees under the Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR's agents and employees. CITY is not responsible and shall not be held liable for CONTRACTOR's failure to comply with CONTRACTOR's duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR's obligations under the Affordable Care Act relating to CONTRACTOR's agents and employees.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. PREVAILING WAGE

All Services rendered pursuant to this agreement must be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of City and any Federal, State, or local governmental agency of competent jurisdiction. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as of California Code of Regulations, Title 8, Sections 1600, et seq., (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the

Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is ONE THOUSAND DOLLARS (\$1,000) or more, Contractor agrees to fully comply with the Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices.

Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Contractor will maintain and will require all subcontractors to maintain valid and current DIR Public Works Contractor registration during the term of this Agreement. Contractor must notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

It is understood that it is the responsibility of Contractor to determine the correct salary scale. Contractor will make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at Contractor's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor must forfeit to City TWENTY FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

Contractor must also comply with State law requirements to maintain payroll records and must provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor will defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contractor will bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contractor acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all subcontractors.

16. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

17. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

18. INSURANCE

A. CONTRACTOR and its subcontractors must maintain for the duration of the Agreement at their sole expense the following insurance, which will be full coverage not subject to self-insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Combined single limits of \$2,000,000 per occurrence.
2. Commercial General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO

CG 25 03 or 25 04) or the general aggregate limit shall be \$10,000,000. Such insurance shall not exclude coverage for sudden and accidental pollution incidents and shall include coverage for the perils of explosion, collapse, and underground (XCU).

3. Workers' Compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of (\$1,000,000) per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
 - C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies. Additional insured coverage endorsement must apply to all work performed by CONTRACTOR.
 - D. CONTRACTOR must provide certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate insurance, to the City Clerk of the City of Torrance before the commencement of work.
 - E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without notice to the CITY.
 - F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 18.
 - G. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
 - H. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the CONTRACTOR.

- I. CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.
- J. Self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

19. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

20. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that affects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

21. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
 6. Addresses for purpose of giving notice are as follows:

CONTRACTOR: WGJ Enterprises, Inc. dba PCI
 975 W. 1st St.
 Azusa, CA 91702

Fax: ((562)218-0634

CITY: City Clerk
 City of Torrance
 3031 Torrance Boulevard
 Torrance, CA 90503
 Fax: (310) 618-2931

with a copy to: Attn: Helen Shi
 Public Works Department
 City of Torrance
 20500 Madrona Avenue
 Torrance, CA 90503
 Fax: (310) 781-6902

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

22. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

23. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

24. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. To the extent that the terms of the Bid or Proposal are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

25. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

26. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

27. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

28. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

29. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

30. ATTORNEY'S FEES

Except as provided for in Paragraph 16, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

31. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

32. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

33. PUBLIC RECORDS ACT

Any documents submitted by the CONTRACTOR; all information obtained in connection with the CITY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to paragraph 14 Contractor's Accounting Records; Other Project Records; become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 7920.000 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

City of Torrance,
a municipal corporation

WGJ ENTERPRISES, INC., DBA PCI,
A CALIFORNIA CORPORATION

George K. Chen, Mayor

By: _____
WILLIAM G. JACOB, President/Owner

ATTEST:

Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:

PATRICK Q. SULLIVAN
City Attorney

By: _____
Jennifer Vicente Guerrero
Deputy City Attorney

Attachment: Exhibit A: Bid
Rev 0424

EXHIBIT A

Bid

Bid Results

Bidder Details

Vendor Name

Address

Respondee

Respondee Title

Phone

Email

Vendor Type

License #

CADIR

WGJ ENTERPRISES INC
975 W 1ST STREET
AZUSA, California 91702
United States
William G. Jacob
Owner/President - WGJ Enterprises Inc., dba PCI
560-218-0504
bjacob@lineuppci.com
FSD, CADIR
415490
1000813536

Bid Detail

Bid Format

Submitted

Delivery Method

Bid Responsive

Bid Status

Confirmation #

Electronic
11/06/2024 11:42 AM (PST)

Submitted
402117

Respondee Comment

Buyer Comment

Attachments

| File Title | File Name | File Type |
|----------------------|-----------------|-----------|
| Torrance - Prime Bid | SIGNED Docs.pdf | Bid Bond |

20

Line Items

Discount Terms No Discount

| Item # | Item Code | Type | Item Description | UOM | QTY | Unit Price | Line Total | Response | Comment |
|--------------|-----------|------|--|-----|-----|--------------|--------------|----------|---------|
| Bid Schedule | | | | | | | \$330,290.00 | | |
| 1 | | | MOBILIZATION (5% MAX. OF TOTAL BID SCHEDULE COST) | LS | 1 | \$13,660.00 | \$13,660.00 | Yes | |
| 2 | | | TRAFFIC CONTROL | LS | 1 | \$39,960.00 | \$39,960.00 | Yes | |
| 3 | | | CONSTRUCTION SCHEDULE | LS | 1 | \$2,500.00 | \$2,500.00 | Yes | |
| 4 | | | CALTRANS PERMIT AND FEES | ALW | 1 | \$3,000.00 | \$3,000.00 | Yes | |
| 5 | | | INSTALL TRAFFIC STRIPING (PAINT), LEGENDS (PAINT), ARROWS (PAINT), AND REMOVE AND REPLACE PAVEMENT MARKERS | LS | 1 | \$149,880.00 | \$149,880.00 | Yes | |
| 6 | | | REMOVE AND INSTALL ALL STANDARD CROSSWALKS AT INTERSECTION PER CALTRANS STANDARD PLAN A24F (THERMOPLASTIC) | EA | 20 | \$2,800.00 | \$56,000.00 | Yes | |
| 7 | | | REMOVE AND INSTALL ALL LADDER CROSSWALKS AT INTERSECTION PER CALTRANS STANDARD PLAN A24F (THERMOPLASTIC) | EA | 7 | \$7,640.00 | \$53,480.00 | Yes | |
| 8 | | | INSTALL DETAIL 40 LANE LINE EXTENSION THROUGH INTERSECTION PER CALTRANS STANDARD PLAN A20D (THERMOPLASTIC) | EA | 14 | \$535.00 | \$7,490.00 | Yes | |
| 9 | | | BIKE LANE STRIPING MODIFICATION PER PLAN (THERMOPLASTIC) | LS | 1 | \$4,320.00 | \$4,320.00 | Yes | |

Line Item Subtotals

| | Section Title | Line Total |
|--------------|---------------|--------------|
| Bid Schedule | | \$330,290.00 |
| | Grand Total | \$330,290.00 |

SECTION C
BID DOCUMENTS

BIDDER'S SUBMITTAL

Company: WGJ Enterprises, Inc., dba PCI Total Bid: \$330,290.00

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF
CITYWIDE TRAFFIC ENGINEERING AND IMPROVEMENTS, T-190
(2024 ARTERIAL ROADWAY STRIPING)
B2024-06**

Honorable Mayor and Members
of the Torrance City Council
Torrance, California

Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Plans, Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule.

BID SCHEDULE

| ITEM # | EST QTY | UNIT | BID ITEM DESCRIPTION | SPEC. SECTION | UNIT PRICE | TOTAL BID |
|--------|---------|------|--|---------------|-------------|---------------|
| 1 | 1 | LS | MOBILIZATION (5% MAX. OF TOTAL BID SCHEDULE COST) | 9-3.4 | \$ | \$ 13,660.00 |
| 2 | 1 | LS | TRAFFIC CONTROL | 7-10.6 | \$ | \$ 39,960.00 |
| 3 | 1 | LS | CONSTRUCTION SCHEDULE | 6-1.5 | \$ | \$ 2,500.00 |
| 4 | 1 | ALW | CALTRANS PERMIT AND FEES | 7-5.1 | \$3,000 | \$3,000 |
| 5 | 1 | LS | INSTALL TRAFFIC STRIPING (PAINT), LEGENDS (PAINT), MARKINGS (PAINT), AND REMOVE AND REPLACE PAVEMENT MARKERS | 310 | \$ | \$ 149,880.00 |
| 6 | 20 | EA | REMOVE AND INSTALL ALL STANDARD CROSSWALKS AT INTERSECTION PER CALTRANS STANDARD PLAN A24F (THERMOPLASTIC) | 310 | \$ 2,800.00 | \$ 56,000.00 |
| 7 | 7 | EA | REMOVE AND INSTALL ALL LADDER CROSSWALKS AT INTERSECTION PER CALTRANS STANDARD PLAN A24F (THERMOPLASTIC) | 310 | \$ 7,640.00 | \$ 53,480.00 |
| 8 | 14 | EA | INSTALL DETAIL 40 LANE LINE EXTENSION THROUGH INTERSECTION PER CALTRANS STANDARD PLAN A20D (THERMOPLASTIC) | 310 | \$ 535.00 * | \$ 7,490.00 |

| ITEM # | EST. QTY | UNIT | BID ITEM DESCRIPTION | SPEC. SECTION | UNIT PRICE | TOTAL BID |
|--------|----------|------|--|---------------|------------|-------------|
| 9 | 1 | LS | BIKE LANE STRIPING MODIFICATION PER PLAN (THERMOPLASTIC) | 310 | \$ | \$ 4,320.00 |

TOTAL BID PRICE \$ \$ 330,290.00
(Figures)*

TOTAL BID PRICE: Three Hundred Thirty Thousand Two Hundred Ninety
(Words)*

Zero Cents

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

B2024-06


BIDDER'S SUBMITTAL (Continued) B2024-06

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Contractor: WGJ Enterprises, Inc., dba PCI

Date: 11/05/2024 By: 

Contractor's State License No. 415490 Class C-32

Address: 975 W. 1st St. Azusa, CA 91702

Phone: (562)218-0504

Fax: (562) 218-0634

Email: bjacob@lineuppci.com

ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2024-06

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

Addendum No. 6 _____

Addendum No. 7 _____

Addendum No. 8 _____

Addenda will be issued only by posting to the project's website listed in the Notice Inviting Bids. It is the Bidder's sole responsibility to visit the project's website to obtain and administer any Addendum related to this bid. An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.



Bidder's Signature

William G. Jacob

11/05/2024

Date

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA }
COUNTY OF Los Angeles }

B2024-06

William G. Jacob, being first duly sworn, deposes and says:

1. That he is the Owner / President
Title
of WGJ Enterprises, Inc., dba PCI
(Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of Citywide Traffic Engineering and Improvements, T-190 (2024 Arterial Roadway Striping), B2024-06;

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other bidder, or anyone else interested in the proposed contract;
5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

CONTRACTOR'S AFFIDAVIT (CONTINUED)**B2024-06**

7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this Fifth day of November, 2024.

Subscribed and Sworn to
before me this Fifth day
of November, 2024.

WGJ Enterprises, Inc., dba PCI

(Contractor)

(Title)

Notary Public in and for said
County and State.
(Seal)

CERTIFICATE ATTACHED

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELESOn Nov 6 2024 before me, Amy Naman-Gharib, Notary Public

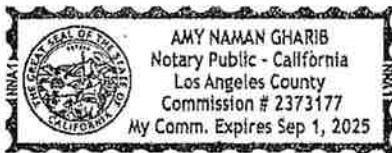
Date

Here Insert Name and Title of the Officer

personally appeared William Garland Jacob

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney In Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney In Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

LIST OF SUBCONTRACTORS: B2024-06

The Bidder is required to complete this page in accordance with California Public Contract Code Sections 4100-4114, CHAPTER 4. SUBLETTING AND SUBCONTRACTING. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance. Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

Name Under Which Subcontractor is Licensed: N/A

Subcontractor's Address: N/A

Specific Description and dollar value of Subcontract: N/A

Work to be performed is part or all of Bid Item(s): N/A
List all bid items

License Number: N/A CA License Classification/Type: N/A

Name Under Which Subcontractor is Licensed: N/A

Subcontractor's Address: N/A

Specific Description and dollar value of Subcontract: N/A

Work to be performed is part or all of Bid Item(s): N/A
List all bid items

License Number: N/A CA License Classification/Type: N/A

Name Under Which Subcontractor is Licensed: N/A

Subcontractor's Address: N/A

Specific Description and dollar value of Subcontract: N/A

Work to be performed is part or all of Bid Item(s): N/A
List all bid items

License Number: N/A CA License Classification/Type: N/A

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work. The Bidding Contractor must include each subcontractor's contract license number (AB 44). An inadvertent error in listing the subcontractor's license number shall not be grounds for filing a bid protest, or grounds for considering the bid nonresponsive, if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening – provided that the corrected license number corresponds to the submitted name and location of the subcontractor.

REFERENCES (Page 1 of 2)
B2024-06

List work similar in magnitude and degree of difficulty completed by the Contractor within the past three (3) years.

1. Name (Firm/Agency): City of Palm Desert
 Address: 73-510 Fred Waring Dr., Palm Desert, CA 92260
 Contact Person: Chris Gerry Telephone No.: (760) 346 - 0611
 Title of Project: City wide Bike and Gold Cart Lanes
 Project Location: Various Locations
 Date of Completion: 02/2022 Contract Amount: \$ 94,773.00

2. Name (Firm/Agency): City of Mountain View
 Address: 500 Castro St., PO Box 7540, Mountain Vie, CA 94039
 Contact Person: Vincent Chang Telephone No.: 310-779-4554
 Title of Project: City Wide Street Sign Installation
 Project Location: Various Locations
 Date of Completion: 5/27/22 Contract Amount: \$ \$235,310.80

3. Name (Firm/Agency): Los Angeles World Airports
 Address: 7411 World Way West, Los Angeles, CA 90045
 Contact Person: Manuel Franco Telephone No.: 424-646-7688
 Title of Project: Paint Markings, Parking Lots and Streets LAX & Van Nuys
 Project Location: Various Locations
 Date of Completion: 03/03/22 Contract Amount: \$ \$149,225.00

4. Name (Firm/Agency): City of Torrance
 Address: 3031 Torrance Boulevard Torrance, CA 90503
 Contact Person: N/A Telephone No.: 310-328-5310
 Title of Project: Arterial Roadway Striping
 Project Location: Various Locations
 Date of Completion: 05/12/2023 Contract Amount: \$ \$492,795.00

REFERENCES (PAGE 2 OF 2)
B2024-06

If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor [include only subcontract amount]:

| Work Description & Contract Amount | Agency | Date Completed |
|---|---|-----------------------|
| Roadway Striping and Sign Maintenance - \$1,646,000.00 | City of Santa Ana | TBD |
| On Call Street Striping and Marking Services - \$500,000.00 | City of Bakersfield | 07/31/2025 |
| Freeways/Crosswalks - \$821,999.00 | California Department of Transportation | TBD |
| | | |
| | | |

Contractor's License No.: 415490 Class: C - 32

a. Date first obtained: 09/09/2003 Expiration: 07/31/2025

b. Has License ever been suspended or revoked? No

If yes, describe when and why: N/A

c. Any current claims against License or Bond? No

If yes, describe claims: N/A

Principals in Company (List all – attach additional sheets if necessary):

| NAME | TITLE (If Applicable) | LICENSE NO. |
|-------------------------|----------------------------------|--------------------|
| <u>William G. Jacob</u> | <u>Owner/President</u> | <u>415490</u> |
| <u></u> | <u></u> | <u></u> |
| <u></u> | <u></u> | <u></u> |

- Yes/No: No Federal/State: N/A

N/A

Have the penalties been paid? Yes/No: No

- Yes/No: No Code/Laws: N/A Section/Article: N/A

N/A

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation? Yes/No: No. If yes, provide the following information (if more than once, use separate sheets):

Date: N/A Entity: N/A

Location: N/A

Reason: _____

N/A

Provide Status and any Supplemental Statement: _____

N/A

Has your firm been reinstated by this entity? Yes/No: N/A

**BID BOND (10%)
B2024-06**

KNOW ALL MEN BY THESE PRESENTS: That we, WGJ Enterprises, Inc. dba: PCI

as principal, and The Ohio Casualty Insurance Company

as sureties, are held and firmly bound unto the City of Torrance, State of California, in the penal sum of Ten Percent of the Total Amount Bid dollars (\$ 10%), for the payment whereof we hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. B2024-06 said work being: the Citywide Traffic Engineering and Improvements, T-190 (2024 Arterial Roadway Striping), and in compliance with the Specifications therefor under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

WITNESS our hands this 16th day of October, 2024.

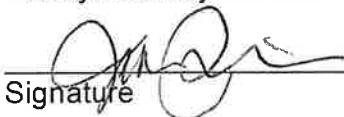
WGJ Enterprises, Inc. dba: PCI



Principal William C. Jackson, President

The Ohio Casualty Insurance Company

Surety/Attorney-in-Fact



Signature

Name: Jan Rivera, Attorney-in-Fact

Local Address: 790 The City Drive South, Suite 200

Orange, CA 92868

Phone No.: 714-450-1245

Fax No.: N/A

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On November 4, 2024 before me, Davana Leavitt, Notary Public
(insert name and title of the officer)

personally appeared William G. Jacob,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Davana Leavitt* (Seal)



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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207986-969520

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jan Rivera; Lisa Saumur; Lourdes Landa; Mark W. Rosskopf; Terri Amsbury

all of the city of Irvine state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of May, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of May, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of October, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary