

**FIRST AMENDMENT TO THE AGREEMENT FOR COMMISSION OF MURAL FOR
DISPLAY IN A PUBLIC PLACE
BETWEEN THE CITY OF REDONDO BEACH
AND ERNESTO MARANJE**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR COMMISSION OF MURAL FOR DISPLAY IN A PUBLIC PLACE ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Ernesto Maranje, an individual (the "Artist").

WHEREAS, on December 3, 2024, the City and Artist entered into the Agreement for Commission of Mural for Display in a Public Place (the "Agreement"); and

WHEREAS, on May 19, 2025, the Artist notified the City that a postponement in performance of the Agreement was necessary due to a family medical emergency; and

WHEREAS, on September 19, 2025, the Artist notified the City that he was able to resume work on the Project; and

WHEREAS, pursuant to Article 5, Section 5.1.1 of the Agreement, the term expires December 2, 2025; and

WHEREAS, the Artist and the City desire to extend the Agreement term to January 30, 2026.

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. **TERM AND TERMINATION.** Article 5, Section 5.1.1 of the Agreement, is hereby amended to extend the term of the Agreement through January 30, 2026, unless otherwise terminated earlier in accordance with the provisions of the Agreement.
2. **SCHEDULE OF PERFORMANCE.** Article 6, Section 6.1 of the Agreement, is amended to revise the Project schedule as follows:

Phase	Completion Date
Finalize Design	March 31, 2025
Installation	December 31, 2025
Documentation and Dedication	January 30, 2026

3. **INSURANCE REQUIREMENTS FOR ARTIST.** Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which sets forth revised minimum insurance requirements for the Artist, including specifying a general aggregate limit of \$4,000,000 and permitting the use of umbrella liability coverage to supplement the required general liability limits. Exhibit "B-1" is attached hereto and incorporated by

this reference. Artist shall comply with the insurance requirements described in Exhibit "B-1".

4. **NO OTHER AMENDMENTS.** 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 this First Amendment, the terms of this First Amendment shall govern.

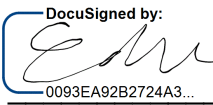
SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 21st day of October, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

ERNESTO MARANJE,
an individual

James A Light, Mayor

By: 
Name: Ernesto Maranje
Title: Artist / principal

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT B-1

INSURANCE REQUIREMENTS

Without limiting Artist's indemnification obligations under this Agreement, Artist shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Artist, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage {occurrence form CG 0001}. Insurance Services Office form number CA 0001 {Ed. 1/87} covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Artist shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The \$4,000,000 general aggregate limit shall apply separately to this project. An umbrella policy may be used to provide additional liability coverage, so long as the combined General Liability coverage (General Liability and umbrella) is at least \$2,000,000 per occurrence.

General Aggregate: \$4,000,000 per occurrence for bodily injury, personal injury, and property damage. The General Aggregate limit shall apply separately.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Artist shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Artist. General liability coverage can be provided in the form of an endorsement to the Artist's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Artist.

For any claims related to this project, the Artist's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Artist's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Artist's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Artist shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City

approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Artist shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Artist acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.