

**FIRST AMENDMENT TO THE AGREEMENT  
FOR CONSULTING SERVICES BETWEEN  
THE CITY OF REDONDO BEACH  
AND DAVID EVANS AND ASSOCIATES, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and David Evans Associates, Inc., an Oregon corporation (hereinafter "Consultant" or "Contractor").

WHEREAS, on January 23, 2024, the parties originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement");

WHEREAS, the parties desire to increase the Consultant's compensation and update the notice provisions; and

WHEREAS, the parties desire to amend the Agreement.

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

1. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1", increasing the Consultant's compensation limit by \$150,000, setting a new limit of \$250,000. Exhibit "C" is further amended to update the notice provisions. Exhibit "C-1" is attached hereto and incorporated by reference.
2. **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 agreements 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 30<sup>th</sup> day of July, 2024.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

DAVID EVANS AND ASSOCIATES, INC.,  
an Oregon corporation

\_\_\_\_\_  
James A. Light, Mayor

DocuSigned by:  
*Steven Anderson*  
1BE64C3DAEF3441...  
By: \_\_\_\_\_  
Name: Steven Anderson  
Title: Associate

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

## EXHIBIT "C-1"

### COMPENSATION

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

- I. **AMOUNT.** Consultant shall perform the work for all City Engineer or designee approved Task Proposal(s) in accordance with the hourly rate schedule attached to and incorporated into Exhibit "C" of the Agreement.
- II. **EXPENSES.** Consultant shall be reimbursed for expenses in accordance with the schedule attached to Exhibit "C" of the Agreement. If Consultant requires reimbursement for expenses not provided on the rate schedule in the Agreement, including but not limited to, mileage, reproduction costs, and subcontractor markup, Consultant shall not be reimbursed without a subsequent written amendment, which shall be at the sole discretion of the city.
- III. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to the Consultant, including reimbursable expenses, exceed \$250,000 during the term of this Agreement and any amendments hereto.
- IV. **METHOD OF PAYMENT.** Consultant 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. Task number.
  - B. All personnel who performed work on the Task.
  - C. Description of the work performed.
  - D. Number of hours worked.
  - E. Hourly rate.
  - F. All City approved and documented subcontractor invoices.
  - G. If applicable, expenses incurred.

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

Within the approved amount of each approved Task Proposal, and with the written approval of the city, a portion of the amount from the line item of the task may be allocated to another line item task so long as the total amount approved for the Task Proposal as described in Exhibit "A" of the Agreement is not exceeded.

- V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days after receipt of Consultant's monthly invoice; provided, however, that services are

completed to the City's reasonable satisfaction and there is no dispute over the amount.

- VI. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, or personally served, and addressed to the following parties.

Consultant: David Evans and Associates, Inc.  
17542 E. 17<sup>th</sup> Street, Suite 150  
Tustin, CA 92780  
Attention: Steven Anderson

City: City of Redondo Beach  
Public Works Department, Engineering Services Division  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Lauren Sablan, Acting City Engineer

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



# CERTIFICATE OF LIABILITY INSURANCE

12/1/2024

DATE (MM/DD/YYYY)

1/17/2024

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).

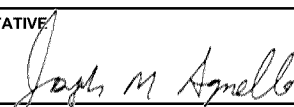
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C. No.):</b>													
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**COVERAGES MAIN CERTIFICATE NUMBER: 20209297 REVISION NUMBER: XXXXXXXX**

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 checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO9830389	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP9830390	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	SXS 6468058-00	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WC9336626	12/1/2023	12/1/2024	<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
B	<b>PROFESSIONAL LIABILITY</b>	N	N	AEH591924704	12/1/2023	12/1/2024	PER CLAIM \$1,000,000 ANNUAL AGGREGATE \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: PROJECT NUMBER: CRDB0000-0002 PROJECT NAME: ON-CALL PROFESSIONAL DESIGN & PROJECT SERVICES. THE CITY, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>  <b>20209297</b> CITY OF REDONDO BEACH, PUBLIC WORKS DEPARTMENT ATTN: ANDREW WINJE, CITY ENGINEER	<b>CANCELLATION</b> See Attachments  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 
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## **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

**POLICY NO. GLO 9830389**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization you are required to add	<b>Any Location where you have agreed, through a written contract, agreement or permit, to provide</b>
as an additional insured in a written contract or	<b>Additional insured coverage except where such</b>
written agreement.	<b>Contract or agreement is prohibited by law.</b>

**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 of this endorsement, 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 in such Schedule.

**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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

## **Additional Insured – Owners, Lessees Or Contractors – Completed Operations**

**POLICY NO. GLO 9830389**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization you are required to add as an additional insured under a written contract or written agreement.	Any location or project where you are required to provide additional insured status in a written contract or written agreement, except where such contract or agreement is prohibited by law.

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, 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 such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: GLO 9830389

## Other Insurance Amendment - Primary And Non-Contributory



This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

**1. The following paragraph is added to the Other Insurance Condition of Section IV - Commercial General Liability Conditions:**

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

**U-GL-1327-A CW**



## Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.				
GLO 9830389	12/01/2023	12/01/2024				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: BAP 9830390COMMERCIAL AUTO

CA 20 48 10 13

**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:** David Evans and Associates, Inc.

**Endorsement Effective Date:** 12/1/2023

### SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization you are required to provide additional insured status on a primary basis, in a written contract or agreement, except where such contract or agreement is prohibited by law.
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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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.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

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 the endorsement.

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

**Named Insured:** DAVID EVANS AND ASSOCIATES, INC.

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR  
RIGHTS OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT WITH THE  
NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY  
WC 00 03 13 (Ed. 04-84)**

**POLICY NUMBER:** WC9336626

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that required you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

Any person or organization that requires you to waive your rights of recovery in a written contract or agreement with the Named Insured.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**