

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND YUNEX LLC**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Yunex LLC, a Delaware limited liability company ("Contractor" or "Consultant").

WHEREAS, the City requires maintenance services for certain City-owned facilities and infrastructure, consisting of routine, recurring, and as-needed maintenance, inspection, repair, and related activities, as further described in Exhibit "A" of this Agreement;

WHEREAS, pursuant to Title 2, Chapter 6.1, Section 2-6.1.01(a) of the City Municipal Code, a "public works project" includes the maintenance of any City-owned building, structure, or facility;

WHEREAS, the work described in Exhibit "A" falls within the definition of a "maintenance project" under Title 2, Chapter 6.1, Section 2-6.1.01(h) of the City Municipal Code, as it constitutes activities necessary for the preservation, upkeep, and continued operation of existing City facilities and infrastructure;

WHEREAS, under Title 2, Chapter 6.1, Section 2-6.1.09 of the City Municipal Code, maintenance projects are exempt from competitive bidding requirements regardless of cost and may proceed via negotiated contract; and

WHEREAS, the City and Contractor desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows;

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

- E. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

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GENERAL PROVISIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City

as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files. This provision shall survive the expiration or termination of this Agreement.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate

this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the expiration or termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

- b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
- a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.
- b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial

Relations (“DIR”) website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.

18. **Non-Discrimination.** Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. **Limitations upon Subcontracting and Assignment.** Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.
20. **Subcontractors.** Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the

City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be

entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the expiration or termination of this Agreement.

31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 810 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 20th day of January, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

James A. Light, Mayor

YUNEX LLC,
a Delaware limited liability company

Signed by:
By: 
Name: Steven Teal
Title: Director of Service
1/13/2026 | 4:59 AM PST

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

Contractor has been retained to perform maintenance and repair services ("Services") for the traffic signals under the jurisdiction of the City. Services shall be provided on an as-needed basis subject to the minimum inspection and maintenance requirements set forth herein. Contractor shall coordinate with City staff and utilize City-approved software or systems for status updates, documentation of work history, scheduling, and location of Services.

Contractor's duties shall include, but are not limited to, the following:

A. Asset Management

Contractor shall record and maintain an accurate inventory of the City's major assets. The City's major assets shall include, but are not limited to, controller cabinets, signal conflict monitor, video detection, fiber optic interconnect communications, uninterruptable power supply, and power supplies.

B. Routine Maintenance

Contractor shall provide a certified International Municipal Signal Association ("IMSA") employee to perform routine maintenance to ensure a properly functioning traffic signal system and related components.

1. Routine maintenance shall be performed at every traffic signal-controlled intersection within the City a quarterly basis, schedule, for a total of four (4) maintenance inspections annually. Of the four (4) inspections, three (3) shall consist of basic routine maintenance, and one (1) shall consist of more thorough and extensive annual inspection.
2. Routine Maintenance includes inspections, adjustments, cleaning, testing, and minor repairs or part replacements customarily associated with preventive maintenance. Routine Maintenance does not include capital replacements, system upgrades, or extraordinary repairs, which shall be classified as Extraordinary Maintenance pursuant to Section C below.
3. As part of quarterly routine maintenance, Contractor shall, at a minimum, inspect the following:
 - a. Signal heads
 - i. Alignment of signal heads

- ii. Condition of back plate
- iii. Operation/function of all lamps
- iv. Overall condition of signal heads
- v. Replace or repair signal heads and associated parts as appropriate

b. Pedestrian signal heads

- i. Alignment of pedestrian signal heads
- ii. Operation/function of pedestrian signal heads
- iii. Overall condition of pedestrian signal heads
- iv. Replace or repair pedestrian signal heads and associated parts as appropriate

c. Pedestrian push buttons

- i. Condition of pedestrian push buttons
- ii. Operation/function of pedestrian push buttons
- iii. Replace or repair pedestrian push buttons and associated parts as appropriate

d. Traffic signal standards

- i. Condition of traffic signal standards – missing parts or visible/structural damage. Report to City missing parts or visible/structural damage on traffic signal standards
- ii. Condition of hand hole covers – replace missing hand hole covers

e. Pull-boxes

- i. Condition of pull-boxes
- ii. Record of pull-box type, including size and covers
- iii. Replace or repair pull-boxes, covers, and associated parts as appropriate

f. Highway safety lights

- i. Condition of highway safety lights – visible/structural damage. Report to City any visible/structural damage to highway safety lights or standards
- ii. Operation/function of highway safety lights. Report to the City any non-functioning lights, indicating the total number and location of non-functioning highway safety lights per intersection
- iii. Replace or repair highway safety lights and associated parts as appropriate

g. Detector loops

- i. Condition of loops and pavement

- i. Condition of controller cabinet – visible/structural damage
 - ii. Condition of service. Report to City any issues with service, including visible/structural damage and condition
 - iii. Condition and functionality of battery backup system. Report to City any issues with the battery backup system, including visible/structural damage and condition
 - iv. Clean inside of controller cabinet, vacuuming and replacing air filter as appropriate
 - i. Signs/striping supporting traffic signals
 - i. Condition of existing signs – visibility issues (faded). Report to City condition of existing signs
 - j. Perform comprehensive operational inspections of all City owned traffic signals covered by this Agreement to ensure safe, reliable, and continuous operation in compliance with all applicable federal, state, and local laws, standards, and guidelines set forth in this Agreement.
 - 4. As part of the annual maintenance inspection, Contractor shall inspect all quarterly inspection items and shall also perform the following:
 - a. Controller cabinets
 - i. Check traffic signal controller timing and verify with timing sheets provided in controller cabinet
 - ii. Check internal controller battery
 - iii. Check conflict monitoring unit and associated functions
 - iv. Check power supply for proper functionality
 - v. Check all detection (loop or video) for proper functionality
 - vi. Check cabinet fan and light for proper functionality
 - vii. Check police panel lock
 - viii. Check cabinet documentation
 - ix. Check battery backup system for proper functionality. Report to City any issues with battery backup system, including visible/structural damage and condition
 - x. Replace or repair controller cabinet associated parts as appropriate
 - b. Service
 - i. Check supply voltage
 - ii. Check connections to circuit breaker
 - iii. Check connections to ground
 - iv. Clean out service
 - v. Replace or repair service associated parts as appropriate.

Contractor shall have all necessary parts and accessories for the required work available at all times to ensure Contractor performs routine maintenance issues with minimal impact to the City's operations.

C. **Extraordinary Emergency Maintenance**

Contractor shall provide emergency services twenty-four (24) hours, seven days a day and seven days per week, and respond to the City within two hours of the City's notification of an emergency.

1. All Extraordinary Maintenance, including emergency repairs beyond Routine Maintenance, shall require authorization from City designated staff prior to performing any extraordinary maintenance work for the City. Should any extraordinary maintenance work be executed, the Contractor shall notify the City of any equipment moved or replaced as soon as practicable, but no later than twenty-four (24) hours after the work is performed.
2. Contractor shall have all necessary parts and accessories for the required work available at all times to ensure Contractor performs routine maintenance issues with minimal impact to the City's operations.

D. **Dispatch and Response Services**

1. Contractor shall provide the City access to its twenty-four (24) hour, seven (7) days per week dispatch service for reporting outages, malfunctions, or emergency maintenance needs. Similarly, the Contractor shall provide the City response and service 24 hours a day, seven days a week.
2. Contractor shall respond to the City's notice of any repair and maintenance issues within two hours and provide an estimated time of arrival. Notwithstanding the aforementioned, the response time of two hours excludes conditions beyond Contractor's reasonable control, including natural disasters, declared emergencies, compliance with laws or regulations, fire, riots, and acts of war.

E. **Maintenance Records**

1. Contractor shall prepare detailed maintenance records for each service call (emergency or routine), including dates, arrival and departure times, reason for visit, observation, work performed, findings, repair(s) performed, manufacturer information, and labor hours for each traffic signal facility.
2. Contractor shall maintain a copy of the maintenance record at each traffic signal location, including but not limited to each traffic signal intersection, flashing beacon, and vehicle speed feedback sign location.

3. Upon City's request, Contractor shall provide a full report and status of all service calls (emergency or routine), including all the information described in Section E.1 of this Exhibit "A". Should the Contractor utilize an electronic database or management system to document and log records/requests, Contractor shall provide access to City staff at all times, which shall be retained for a period of five years. This provision shall survive the expiration or termination of this Agreement.

F. Activity Report

Contractor shall prepare quarterly activity reports, which shall include a complete record of all work performed on the City's traffic signal facilities. The quarterly activity reports shall be attached to each quarterly invoice.

Upon City's request, Contractor shall provide activity reports in real time. Should the Contractor utilize an electronic database or management system to log activity reports, access shall be made available to City staff at all times. Acceptable file formats include Microsoft Excel or PDF. Activity reports shall be retained for a period of five years. This provision shall survive the expiration or termination of this Agreement.

EXHIBIT “B”

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on January 20, 2026, and shall continue through January 19, 2029, unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

A. **AMOUNT.** Contractor shall be paid in accordance with the following rate schedule.

Routine Maintenance	Rate
Each traffic signal controller service	\$88.50
Each hard-wired flashing beacon service	\$43.00
Each solar-powered wireless flashing beacon service	\$44.00
Each solar-powered wireless flashing beacon sign enhancement	\$16.00
Each permanent speed radar sign service	\$44.00

Extraordinary Maintenance – Labor	Rate
Traffic Signal Foreman – Business Hours	\$153.00
Traffic Signal Foreman – Overtime Hours	\$194.00
Transportation Systems Electrician – Business Hours	\$144.00
Transportation Systems Electrician – Overtime Hours	\$180.00
Transportation Systems Technician – Business Hours	\$126.00
Transportation Systems Technician – Overtime Hours	\$153.00
Traffic Signal Groundsperson – Business Hours	\$109.00
Traffic Signal Groundsperson – Overtime Hours	\$158.00

Extraordinary Maintenance - Services (One-Time Charge)	Rate
Cabinet & Controller Laboratory Testing & Certification	\$1,055.00
Furnish & Install 6" Diameter Inductive Loop Detector	\$785.00
Furnish & Install 12" LED Green Ball	\$105.00
Furnish & Install 12" LED Red Ball	\$105.00
Furnish & Install 12" LED Yellow Ball	\$105.00

Install Traffic Signal Pole Foundation per the latest CalTrans Standards Plans (One-Time Charge)	Rate
Type 1A	\$2,400.00
Type 15TS	\$3,100.00
Type 21TS	\$9,650.00
Install LED Pedestrian Signal Module	\$210.00
Install Pedestrian Push Button	\$102.00
Install Accessible Pedestrian Signal	\$1,240.00
Install Traffic Signal Backplate	\$275.00

Extraordinary Maintenance – Vehicles& Equipment	Rate
Personal Vehicle (per hour)	\$10.00
Pickup Truck (per hour)	\$28.00
Bucket Truck – up to 60 feet (per hour)	\$32.00
Bucket Truck – above 60 feet (per hour)	\$65.00
Crane Truck (per hour)	\$65.00
Service Truck (per hour)	\$32.00
Dump Truck (per hour)	\$32.00
Compressor with Tools (per hour)	\$5.00
Arrowboard (per hour)	\$5.00
Material Cost Markup	Actual cost plus 15%

If Contractor must rent equipment to perform its services, including concrete saws and water trucks, Contractor shall charge the lower of the local prevailing rental rate or the Contractor's actual rental cost plus a 15% markup. Contractor shall use best efforts to negotiate the lowest rental rates for the equipment.

B. NOT TO EXCEED AMOUNT. Notwithstanding any other provision of this Agreement:

1. The total annual amount paid to Contractor shall not exceed \$200,612.00, inclusive of a ten percent (10%) contingency.
2. The total amount paid to Contractor over the initial term of the Agreement shall not exceed \$601,836.00, unless increased by written amendment approved by the City Council.

C. METHOD OF PAYMENT. Contractor shall submit a monthly invoice for the services performed in the prior month. Each invoice shall indicate:

1. Identification of each traffic signal facility or location serviced;
2. Date of service;
3. Type of service (Routine Maintenance or Extraordinary Maintenance);
4. Quarterly or annual inspection, if applicable;
5. Description of work performed;
6. Applicable rate;
7. Hours worked (for labor based charges);
8. Quantity or units of work performed, as applicable;
9. For materials, parts, and rented equipment: actual cost (with supplier invoices or receipts attached);
10. For materials, parts, and rented equipment: quantity and units;
11. Markup applied, if applicable;
12. Amount per line item;
13. Invoice total; and

14. For Extraordinary Maintenance: City authorization, with approval documentation attached.

Invoices must be itemized, adequately detailed, based on accurate records, and, if applicable, attach subcontractor invoices, supplier invoices or receipts for rented items, City authorization for Extraordinary Maintenance, and quarterly activity reports described in Section F of Exhibit "A". Invoices must be in a form reasonably satisfactory to the City. Contractor may be required to provide backup material upon request.

- D. **SCHEDULE FOR PAYMENT.** City will pay within thirty (30) days of receiving the monthly invoice, provided the work has been completed to the City's reasonable satisfaction. The City may withhold up to five percent (5%) as retention and may also withhold amounts in good-faith dispute, to the maximum extent permitted by law. Retention will be released after completion of and acceptance of any authorized work for which retention was withheld, except for disputed amounts.
- E. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: Yunex LLC
1026 E. Lacy Avenue
Anaheim, CA 92805, USA
Attention: Joshua Ferras
Email: Joshua.ferras@yunextraffic.com

City: City of Redondo Beach
Public Works Department
531 N. Gertruda Ave.
Redondo Beach, CA 90277
Attention: Mario Carranza
Email: mario.carranza@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) 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.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor 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 Contractor, 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

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit of \$4,000,000 shall apply separately to this Project.

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 Contractor 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 shall 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 Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor'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 Contractor.

For any claims related to this Project, the Contractor'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 Contractor'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 Contractor'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

Contractor 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

Contractor 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

Contractor 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.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the Project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2026

DATE (MM/DD/YYYY)

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	
		16535
INSURED 1565861 YUNEX LLC YUNEX CORPORATION 9225 BEE CAVE RD STE 201 AUSTIN TX 78733	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 20982436

REVISION NUMBER: XXXXXXX

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			ADD'L/SUBR INSD WWD		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: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Y	Y	GLO-7975020-00		10/1/2025	10/1/2026	EACH OCCURRENCE	\$ 1,000,000		
										DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000		
										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		
											\$		
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			Y	Y	BAP-7975022-00		10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
										BODILY INJURY (Per person)	\$ XXXXXXXX		
										BODILY INJURY (Per accident)	\$ XXXXXXXX		
										PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX		
											\$ XXXXXXXX		
	UMBRELLA LIAB		OCCUR			NOT APPLICABLE				EACH OCCURRENCE	\$ XXXXXXXX		
	EXCESS LIAB		CLAIMS-MADE							AGGREGATE	\$ XXXXXXXX		
	DED <input type="checkbox"/> RETENTION \$										\$ XXXXXXXX		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N			WC-7975021-00				X PER STATUTE	OTH-ER		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N / A	Y			10/1/2025	10/1/2026	E.L. EACH ACCIDENT	\$ 1,000,000		
										E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		
										E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

RE: TRAFFIC SIGNAL MAINTENANCE; THE CERTIFICATE HOLDER ARE AN ADDITIONAL INSURED ON GENERAL AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTO LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

CANCELLATION See Attachments

20982436
CITY OF REDONDO BEACH
ATTN: ROB OSBORNE
531 N GERTRUDA AVENUE
REDONDO BEACH CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John M. Agnello

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POLICY NUMBER: BAP-7975022-00

Additional Insured

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

Policy No: BAP-7975022-00

Waiver of Subrogation

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

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

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

POLICY NUMBER: WC-7975021-00

**WC 00 03 13
Ed. 04/84**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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 requires you to obtain this agreement from us.)

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

Policy No: BAP-7975022-00

Primary, Non-Contributory

A. Amended Who Is An Insured

2. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.