

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND FERANDELL TENNIS COURTS, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Ferandell Tennis Courts, Inc., a California corporation ("Contractor" or "Consultant").

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".

\* \* \* \* \*

**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.

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 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 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 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. All materials and labor provided by Contractor are guaranteed for one (1) year from the date Contractor's work is completed. However, Contractor cannot guarantee and specifically disclaims any warranty against normal cracking of concrete within industry standards or against concrete cracking due to causes beyond Contractor's reasonable control including, but not limited to, Acts of God, soil subsidence/movement, inherent characteristics of the soil, expansive soil, hydrostatic pressure, drainage problems, and reactive aggregate or contaminants in the concrete. Contractor does not warrant against shrinkage cracks and/or spalls which appear in the concrete, and City understands and acknowledges that cracks and/or spalls do occur, and that they may affect the court's appearance. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED, AND CONSTITUTES THE SOLE WARRANTY OF CONTRACTOR TO CITY. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY, QUALITY, AND WORKMANSHIP OR OF MATERIALS EXCEPT AS SPECIFICALLY HEREIN SET FORTH. No warranty work will be performed until the contract amount is paid in full.

- a. Warranty will apply to surfacing material spalls resulting from poor installation of surfacing material. Concrete slab spalls is not covered by warranty. "Poor installation" means any installation, application, or curing of surfacing materials that fails to comply with this Agreement, manufacturer specifications, applicable codes, or generally accepted industry standards, and that results in defective workmanship, improper surface preparation, use of nonconforming materials, or reduced surface performance.
  - b. New material provided by Contractor will be free of contaminates. Existing concrete and issues due to existing concrete contamination and/or reactive aggregate is not covered by warranty.
  - c. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
  - d. The warranty set forth in this Agreement shall survive the termination or expiration of this Agreement and shall remain in full force and effect for the applicable warranty periods stated herein and under any assigned or passed through third-party manufacturer warranties.
  - e. Contractor shall not be liable under this Section 33 for an amount greater than the amount set forth in Exhibit "C"; provided, however, that this limitation shall not apply to Contractor's obligation to correct or replace defective work, or to Contractor's indemnity obligations under Section 14.
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 10<sup>th</sup> day of February, 2026.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

FERANDELL TENNIS COURTS, INC.,  
a California corporation

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

DocuSigned by:  
*Paul Ferandell*  
A234954C345D420...  
By: \_\_\_\_\_  
Name: Paul Ferandell  
Title: vice president  
2/5/2026 | 5:28 PM PST

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## EXHIBIT "A"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

- I. **CONTRACTOR'S DUTIES.** Contractor shall furnish all labor, materials, equipment, transportation, and supervision to perform the services described herein in a good and workmanlike manner, in accordance with manufacturer's specifications for the materials used, and generally accepted industry standards applicable to the scope of work described herein. The work shall further comply, as applicable, with the guidelines and standards of the American Sports Builders Association (ASBA), the International Tennis Federation (ITF) for tennis courts, and the USA Pickleball Association (USAPA) for pickleball courts, including court layout and striping requirements, and with all applicable laws and regulations. The services and materials are further described below and in Attachment C-1, subject to the limitations set forth in this Agreement.
  - A. Project Location. All work shall be performed at Alta Vista Park, located at 715 Julia Avenue, Redondo Beach, California.
  - B. Repair and Resurfacing – Tennis Courts #1–7 ; Conversion of Tennis Court #8 to Pickleball Courts. Contractor shall perform repair and resurfacing services on eight (8) existing tennis courts, converting one (1) existing tennis court into four (4) pickleball courts, as follows:
    1. Surface Preparation. Waterblast existing surfaces using a 3,500–5,000 PSI hydroblaster, or diamond grind where imperfections are visible, to expose surface spalls and pop-outs, clean existing cracks, and remove bubbling or peeling of existing surfacing.
    2. Crack and Surface Repairs. Patch all cracks and visible pop-outs or spalls using court patch binder and grind or sand flush with the slab. City acknowledges that due to contraction, expansion, and existing conditions, cracks may reappear, including as hairline cracks, provided that Contractor has performed the work in accordance with this Agreement.
    3. Acrylic Surfacing System. Furnish and apply an acrylic court surfacing system to provide true ball bounce, including:
      - a. Cleaning and preparation of existing surfaces;
      - b. Application of acrylic concrete primer to exposed concrete;
      - c. Application of one (1) coat of sand-filled acrylic resurfacer, where needed, to address baseline wear areas and provide a smooth, even, and uniform finish; and
      - d. Application of two (2) coats of sand-filled standard acrylic color for court speed (OS, OM, or OF), as selected by the City, with premium or specialty colors available at additional cost.

- e. For purposes of this Agreement “True ball bounce” shall mean a reasonable uniform and predictable rebound of a tennis or pickleball on the playing surface in accordance with generally accepted industry standards for acrylic sport court surfacing, taking into account existing slab conditions and normal surface tolerances.
  - 4. Striping. Stripe courts using line primer for sharper edges in accordance with the ITF Rules of Tennis and USAPA standards for pickleball, utilizing white line paint for tennis and pickleball courts.
  - 5. Net Post Painting. Paint existing net posts green or black, at City’s option, at no additional cost.
  - 6. Net Posts – Pickleball Courts. Furnish and install four (4) sets of pickleball net posts on bottom plates anchored into the slab, including but not limited to, eye bolt center anchors. Remove existing net posts and dispose of or leave in place for use as dividers, as directed by City designated Project Manager.
  - 7. Pickleball Nets. Contractor shall furnish and install four (4) quality pickleball nets, each with center straps.
  - 8. Attachment C-1. Perform any work identified in Attachment “C-1” labeled as being provided by “FTC,” subject to the limitations set forth in this Agreement.
- C. Exclusions. Unless expressly stated herein, the scope of services excludes rerouting or responsibility of damage to vents, pipes, ducts, water or sewage disposal systems or wiring conduits that may be discovered in performance of work; bonds, mockups, birdbath or low-spot corrections, caulking, security fencing, water runoff or containment improvements, windscreens, and nets not expressly included above. Costs related to loosely compacted dirt or excessive rock are also excluded.
- D. Surfacing Limitation. In the resurfacing over previously coated courts and/or surfacing of unsurfaced slabs, Contractor will not be responsible for delamination caused by previous coatings nor delaminations or discolorations of the surfacing caused by the leaching of impurities from within the slab or sub grade.
- E. Normal Deterioration of Game Court Surface. Contractor shall supply and install a surface on the game court slabs as specified. Said surface material is durable, but not permanent, and will fade, erode and otherwise deteriorate over time and with use.

- F. Cracks. Unless otherwise specified, Contractor cannot guarantee against slab cracks appearing/re-appearing, due to contraction, expansion and other existing conditions.
- G. Extra Work. Any work requested by City that is outside the scope described herein shall constitute extra work only if authorized in advance by a written change order approved in accordance with General Provisions Section 7 of the Agreement. Contractor shall have no right to compensation for extra work performed without such prior written authorization. Any approved extra work shall be compensated solely from the contingency amount described in Exhibit "C" and shall be subject to the not to exceed limitation set forth therein.
- H. Unforeseen Delays. Contractor will not be responsible for delays caused by stormy or inclement weather, strikes, lockouts, boycotts, extra work ordered by City, or inability to secure materials through regular recognized channels.
- I. Bonds. Contractor shall execute and deliver bonds for payment and performance, in the same form as Attachment "A-1" to the City. Each bond shall be in an amount equal to the Project price. These bonds shall guarantee faithful performance and payment of all obligations under this Agreement. The cost of such bonds is included in the Project Price. The bonds provided by the Contractor shall survive termination or expiration of this Agreement and shall remain in full force and effect for the bond period, as described in the applicable bond in Attachment "A-1".

## II. CITY'S DUTIES

- A. Permits. City will obtain and pay for all required permits, approvals, and inspections unless otherwise stated.
- B. Utilities. City will provide access to water and power at no cost to Contractor.
- C. Access. City will provide Contractor with reasonable access to the work areas to perform the services.
- D. Surface Performance and Limitations (Acknowledgement). City acknowledges that acrylic surfacing materials are not permanent and will fade, wear, or deteriorate over time following proper completion of the Work in accordance with this Agreement.
- E. Normal Deterioration of Game Court Surface (Acknowledgment). City understands that the surfacing may require replacement or refurbishment in the future depending on use and environmental conditions, and that this Agreement does not include such replacement or refurbishment unless expressly authorized in writing.

- J. Boundaries. City will indicate to Contractor the boundaries of the property.
- K. Access Damage Waiver. City will grant access to work areas for workmen and vehicles, and allow areas for storage of materials and rubbish. City will keep driveways clear and available for movement and parking of trucks during normal work hours designated by the City.
- L. Attachment C-1. Perform any other work designated as a “CLIENT” responsibility described in Attachment “C-1”.

**ATTACHMENT "A-1"**

**PERFORMANCE AND PAYMENT BONDS**

The performance and payment bonds are attached.

# Performance Bond

Bond No.: \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS** that:

**WHEREAS**, the City of Redondo Beach, California ("City"), has awarded to

FERANDELL TENNIS COURTS, INC.

3216 GREY HAWK CT, CARLSBAD, CA 92010

(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

### **Alta Vista Tennis Courts Resurfacing Project, Job No. 30330**

**WHEREAS**, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

**NOW, THEREFORE**, we, the undersigned Principal, and

\_\_\_\_\_

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of

One hundred four thousand and two hundred eighty Dollars (\$104,280), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.



**FURTHER**, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date: \_\_\_\_\_

**"Principal"**

**"Surety"**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

**CITY OF REDONDO BEACH**

**APPROVED AS TO SURETY  
AND PRINCIPAL AMOUNT**

**APPROVED AS TO FORM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Risk Manager

City Attorney

**Note:** This bond must be executed in duplicate and dated. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.



# Payment Bond

(Labor and Material)

Bond No.: \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS** that:

**WHEREAS**, the City of Redondo Beach, California ("City"), has awarded to

FERANDELL TENNIS COURTS, INC.

3216 GREY HAWK CT, CARLSBAD, CA 92010

(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

### **Alta Vista Tennis Courts Resurfacing Project, Job No. 30330**

**WHEREAS**, Principal is required under the terms of the Contract and the California Civil Code secure the payment of claims of laborer, mechanics, materialmen, and other persons as provided by law

**NOW, THEREFORE**, we, the undersigned Principal, and

\_\_\_\_\_

\_\_\_\_\_

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of One hundred four thousand and two hundred eighty Dollars (\$104,280), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13030 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void. This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.



**FURTHER**, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date: \_\_\_\_\_

**"Principal"**

**"Surety"**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

**CITY OF REDONDO BEACH**

**APPROVED AS TO SURETY  
AND PRINCIPAL AMOUNT**

**APPROVED AS TO FORM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Risk Manager

City Attorney

**Note:** This bond must be executed in duplicate and dated. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached



## **EXHIBIT "B"**

### **TERM AND TIME OF COMPLETION**

**TERM.** This Agreement shall commence February 11, 2026 and shall continue through February 10, 2027 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.

- I. **AMOUNT.** Contractor shall be paid in an amount of \$107,408. comprised of \$104,280 for construction costs, and \$3,128 for bonds required by the City.
- II. **NOT TO EXCEED AMOUNT.** In the event that unforeseen conditions or circumstances arise in connection with the services described in Exhibit "A", including but not limited to, natural or environmental event, unforeseen site conditions, or third-party or supply chain issues, authorized by written change order pursuant to General Provisions Section 7 of the Agreement, the Contractor shall notify the City and submit a written estimate for any proposed additional work. Subject to the prior written approval of the City Engineer, the Contractor may utilize up to 10% of the total project cost, in contingency funds to perform such additional work. Any such use of contingency funds shall not increase the total compensation payable to Contractor beyond \$118,149 during the term of this Agreement.
- III. **METHOD OF PAYMENT.** Upon completion of the project and acceptance by the City, Contractor shall submit one final invoice to the City. The final invoice shall describe at a minimum:
  - A. a description of the Work performed;
  - B. confirmation that the Work is complete;
  - C. charges for any additional work performed authorized in accordance with General Provisions Section 7 of the Agreement; and
  - D. the total contract amount due.

Invoices must be itemized, adequately detailed, based on accurate records, and, if applicable, attach subcontractor invoices, reimbursable expense approvals, and expense receipts. Invoices must be in a form reasonably satisfactory to the City. Contractor may be required to provide backup material upon request.

- IV. **SCHEDULE FOR PAYMENT.** The City will make full payment within 45 days after the City's receipt of the invoice, provided that the services are completed to the City's reasonable satisfaction. The City may withhold any payments, or portion thereof, that the City disputes in good faith until the dispute is resolved, to the maximum extent permitted by law.
- V. **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: Ferandell Tennis Courts Inc.  
3216 Grey Hawk Ct., Carlsbad CA 92010  
Attention: Paul Ferandell, Vice President  
Email: [manager@ferandelltenniscourts.com](mailto:manager@ferandelltenniscourts.com)

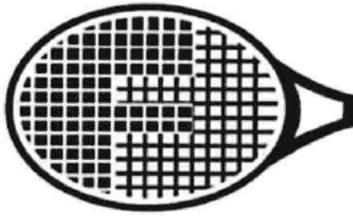
City: City of Redondo Beach  
Community Services Department  
1922 Artesia Boulevard, Redondo Beach 90277  
Attention: Elizabeth Hause, Community Services Director  
Email: [elizabeth.hause@redondo.org](mailto:elizabeth.hause@redondo.org)

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.

**ATTACHMENT "C-1"**

**FERANDELL TENNIS COURTS, INC. PROPOSAL/CONTRACT**

The Ferandell Tennis Courts, Inc. proposal/contract number "tm4559r4" is attached.



**FERANDELL  
TENNIS COURTS INC.**

(800) 900-1344

Contractor's License #603945 (A&B)  
DIR Registration #1000004786

Corporate: 3216 Grey Hawk Ct., Carlsbad CA 92010 • Ph: (858) 350-3444 • Fx: (858) 350-3488  
Los Angeles: 25358 Avenida Ronada, Valencia CA 91355 • Ph: (818) 383-1793 • Fx: (858) 350-3488

**PROPOSAL/CONTRACT #tm4559r4**

This contract is entered into this 29<sup>th</sup> day of January 2026 by and between FERANDELL TENNIS COURTS, INC. (hereinafter FTC) and CITY OF REDONDO BEACH, 415 Diamond St., Redondo Beach CA 90277 (hereinafter CLIENT).

Attn: Mark Garlock (parks mgr) Phone: 310.948.2136  
Fax: \_\_\_\_\_ Alt Phn: 310.697.3605  
Email: mark.garlock@redondo.org Gate Code: \_\_\_\_\_

**FTC AND CLIENT AGREE AS FOLLOWS:**

FTC shall furnish the following submitted specifications and costs, all material, labor, equipment, transportation and perform all work necessary for the following at ALTA VISTA PARK, 715 Julia Ave., Redondo Beach CA 90277.

**1) REPAIR/RESURFACE - TENNIS COURTS #1-7 & CONVERT - TENNIS COURT #8 INTO 4 PICKLEBALL**

- a) FTC to waterblast, using a 3500 to 5000 PSI hydroblaster, or diamond grind where imperfections are visible. This will expose all surface spalls/pop-outs, clean out existing cracks, and remove any bubbling or peeling of existing surface.
- b) FTC to patch all cracks, visible pop-outs/spalls, using court patch binder and grind or sand flush with slab. Due to contraction, expansion, and other existing conditions, cracks will re-appear, possibly as hairline within 24 hrs.
- c) FTC to surface playing area with the "acrylic system" for true ball bounce. Squeegee marks may be evident, but will fade with wear and exposure to elements.
  - Clean and prepare existing surface.
  - Apply acrylic concrete primer to exposed concrete.
  - Apply one (1) coat of sand-filled acrylic resurfacer, where needed to baseline wear area, giving surface a smooth, even, uniform finish.
  - Apply two (2) coats of sand-filled standard acrylic color for court speed S M F. (select one)  
Premium/Specialty colors result in additional cost
    - Court Colors SportMaster: Tennis Inside - \_\_\_\_\_ Outside - \_\_\_\_\_  
Pickleball Inside - \_\_\_\_\_ Outside - \_\_\_\_\_ Kitchen - \_\_\_\_\_
  - Stripe court, utilizing line primer for sharper edges, as per current game specifications, color white.
- d) FTC to paint existing net posts green or black, at no additional cost.

EXCLUDES: Mockups, Birdbath (Low Spot) Corrections, Caulking, Security Fence, Water Run-Off/Containment, Windscreen, Net Posts/Nets.

NOTE: 1) CLIENT to ensure irrigation/sprinklers are shut off for duration of work. 2) Acrylic color/paint at saw-cuts and/or expansion/control joints may crack, as it does not flex at the same rate as caulking material. 3) Weather conditions and/or temperature can affect time/schedule.

**\*\*REPAIR/RESURFACE ..... \$ 100,363.\*\***

**2) NET POSTS – 4 PICKLEBALL COURTS**

- a) FTC to remove and dispose of existing net posts OR leave current net posts in place to be used as a divider.

b) FTC to furnish and install four (4) sets of net posts on bottom plates anchored in slab, and eyebolt center anchors. *Net Posts to be green, (per Mark Garlock).*

**\*\*NET POSTS ..... \$ 5,397.\*\***



**3) PICKLEBALL NETS – 4 PICKLEBALL COURTS**

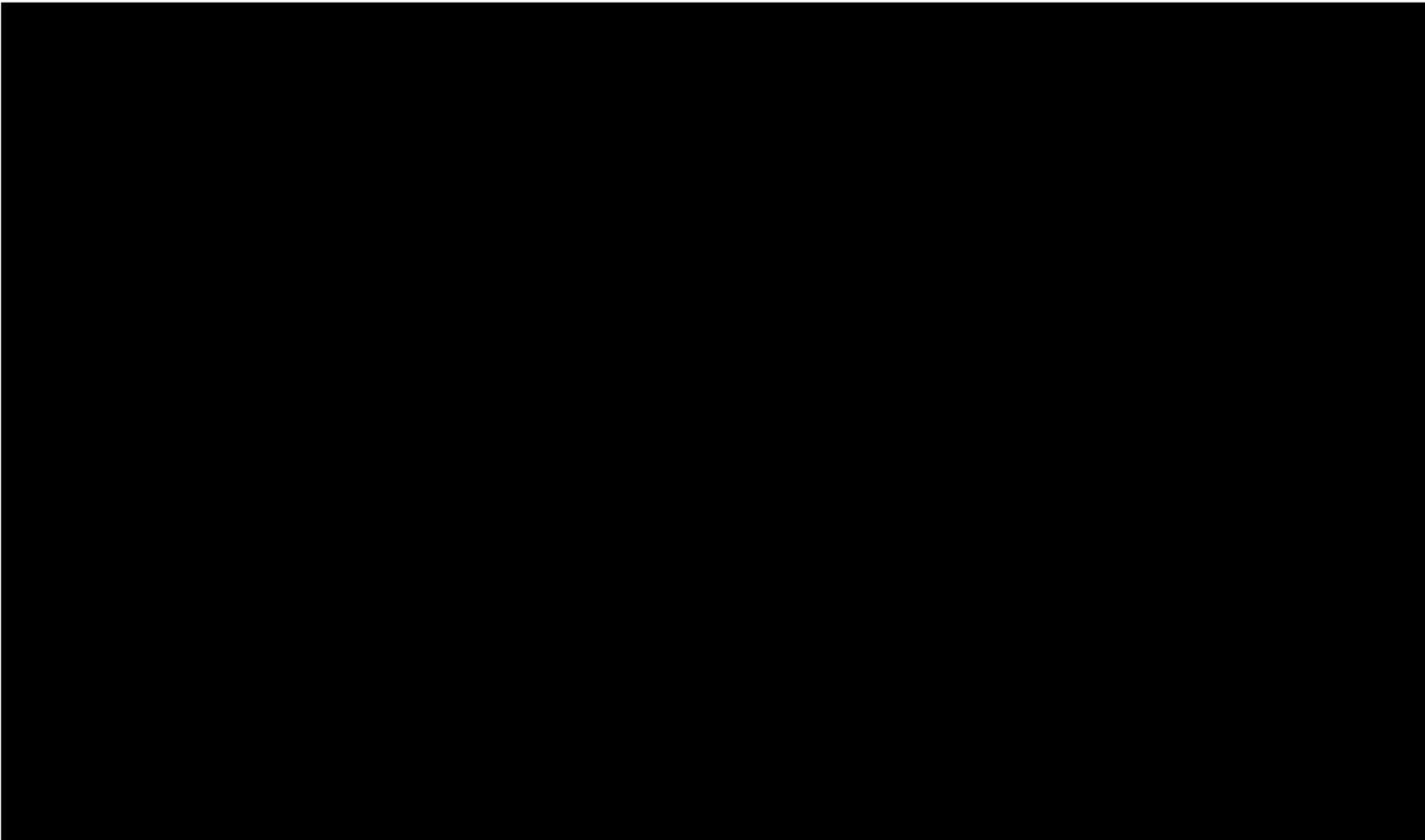
a) FTC to furnish and install four (4) quality nets with center straps.

**\*\*PICKLEBALL NET ..... \$ 1,648.\*\***



Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractor's State License Board, 1020 N. Street, Sacramento, CA 95814.





## 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.



FERATEN-01

JPFAFFENBERGER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2026

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> License # 0H18131 <b>Momentous Insurance Brokerage, A Marsh &amp; McLennan Agency LLC</b> Company 5990 Sepulveda Blvd., #550 Van Nuys, CA 91411	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (818) 933-2700 <b>FAX (A/C, No):</b> (818) 933-2701 <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A : United National Insurance Company</b></td> <td style="text-align: center;"><b>13064</b></td> </tr> <tr> <td><b>INSURER B : United Financial Casualty Company</b></td> <td style="text-align: center;"><b>11770</b></td> </tr> <tr> <td><b>INSURER C : Nautilus Insurance Company</b></td> <td style="text-align: center;"><b>17370</b></td> </tr> <tr> <td><b>INSURER D : Insurance Company of the West</b></td> <td style="text-align: center;"><b>27847</b></td> </tr> <tr> <td><b>INSURER E : Hartford Fire Insurance Company</b></td> <td style="text-align: center;"><b>19682</b></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A : United National Insurance Company</b>	<b>13064</b>	<b>INSURER B : United Financial Casualty Company</b>	<b>11770</b>	<b>INSURER C : Nautilus Insurance Company</b>	<b>17370</b>	<b>INSURER D : Insurance Company of the West</b>	<b>27847</b>	<b>INSURER E : Hartford Fire Insurance Company</b>	<b>19682</b>	<b>INSURER F :</b>	
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<b>INSURER F :</b>															
<b>INSURED</b>  <b>Ferandell Tennis Courts, Inc.</b> <b>Paul Ferandell</b> <b>3216 Grey Hawk Ct.</b> <b>Carlsbad, CA 92010</b>															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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																					
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<b>X</b>	<b>X</b>	<b>CSC0001374</b>	<b>5/26/2025</b>	<b>5/26/2026</b>	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;"><b>1,000,000</b></td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td><td style="text-align: right;"><b>100,000</b></td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td><td style="text-align: right;"><b>10,000</b></td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$</td><td style="text-align: right;"><b>1,000,000</b></td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;"><b>2,000,000</b></td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$</td><td style="text-align: right;"><b>2,000,000</b></td></tr> <tr><td><b>Deductible</b></td><td style="text-align: right;">\$</td><td style="text-align: right;"><b>2,500</b></td></tr> </table>	EACH OCCURRENCE	\$	<b>1,000,000</b>	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	<b>100,000</b>	MED EXP (Any one person)	\$	<b>10,000</b>	PERSONAL & ADV INJURY	\$	<b>1,000,000</b>	GENERAL AGGREGATE	\$	<b>2,000,000</b>	PRODUCTS - COMP/OP AGG	\$	<b>2,000,000</b>	<b>Deductible</b>	\$	<b>2,500</b>
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<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<b>X</b>	<b>X</b>	<b>998465041</b>	<b>12/5/2025</b>	<b>6/5/2026</b>	<table style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td><td style="text-align: right;"><b>1,000,000</b></td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	<b>1,000,000</b>	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
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PROPERTY DAMAGE (Per accident)	\$																											
	\$																											
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			<b>AN1349551</b>	<b>5/26/2025</b>	<b>5/26/2026</b>	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;"><b>2,000,000</b></td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;"><b>2,000,000</b></td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	<b>2,000,000</b>	AGGREGATE	\$	<b>2,000,000</b>		\$													
EACH OCCURRENCE	\$	<b>2,000,000</b>																										
AGGREGATE	\$	<b>2,000,000</b>																										
	\$																											
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below		<b>X</b>	<b>WVE505556205</b>	<b>5/26/2025</b>	<b>5/26/2026</b>	<table style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE    <input type="checkbox"/> OTH-ER</td><td></td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td><td style="text-align: right;"><b>1,000,000</b></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td><td style="text-align: right;"><b>1,000,000</b></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td><td style="text-align: right;"><b>1,000,000</b></td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			E.L. EACH ACCIDENT	\$	<b>1,000,000</b>	E.L. DISEASE - EA EMPLOYEE	\$	<b>1,000,000</b>	E.L. DISEASE - POLICY LIMIT	\$	<b>1,000,000</b>									
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E.L. DISEASE - POLICY LIMIT	\$	<b>1,000,000</b>																										
<b>E</b>	<b>Rental Equipment</b>			<b>72MSHC1846</b>	<b>6/26/2025</b>	<b>6/26/2026</b>	<b>Deductible</b> <b>1,000</b>																					
<b>E</b>	<b>Rental Equipment</b>			<b>72MSHC1846</b>	<b>6/26/2025</b>	<b>6/26/2026</b>	<b>Equipment</b> <b>66,500</b>																					

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

The City of Redondo Beach, it's officers, elected and appointed officials, employees and volunteers are included as Additional Insureds in the event liability arises

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Redondo Beach</b> 415 Diamond Street 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 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization to whom the Named Insured has agreed by a fully executed written contract that such person or organization be added as an Additional Insured, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such fully executed written contract otherwise covered by this insurance	Where specified by fully executed written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom the Named Insured has agreed by a fully executed written contract that such person or organization be added as an Additional Insured for Completed Operations Coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such fully executed written contract otherwise covered by this insurance.	Where specified by fully executed written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
PART LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

This endorsement, effective: 05/26/2025

(at 12:01 A.M. standard time at the address of the Named Insured as showing in the Declarations) forms a part of Policy No: CSC0001374

Issued to: Ferandell Tennis Courts, Inc.

By: United National Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to **SECTION IV-CONDITIONS**, Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products completed operations hazard" provided you have agreed to do so in writing in a contract or agreement with that person or organization.

All other terms and conditions of the policy apply.

This endorsement, effective: 05/26/2025  
(at 12:01 A.M. standard time at the address of the Named Insured as showing in the  
Declarations) forms a part of Policy No: CSC0001374  
Issued to: Ferandell Tennis Courts, Inc.  
By: United National Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT  
AND MAXIMUM POLICY GENERAL AGGREGATE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Maximum Policy General Aggregate Limit:</b> <b>\$5,000,000</b>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project.
  - 1. A separate Construction Project General Aggregate Limit applies to each when required in a written construction contract or agreement, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
  - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
  - 5. The Maximum Policy General Aggregate Limit shown in the Schedule is the most we will pay for the sum of all Construction Project Aggregate Limits and the General Aggregate Limit shown in the Declarations regardless of the number of:
    - a. Insureds,
    - b. Claims made or "suits" brought,
    - c. Persons or organizations making claims or bringing "suits"; or
    - d. Construction projects.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit shown in the Declarations or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2.** Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit shown in the Declarations, and not reduce the General Aggregate Limit shown in the Declarations nor the Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

PROGRESSIVE  
PO BOX 94739  
CLEVELAND, OH 44101

**Policy Holder:**

Ferandell Tennis Courts, Inc.  
3216 Grey Hawk Ct  
Carlsbad, CA 92010

The attached endorsements listed below applies to policy number: 998465041

Form 2366 (02/11) Blanket Additional Insured Endorsement  
Form 2367 (06/10) Blanket Waiver of Subrogation Endorsement

Endorsement effective: June 5, 2025

Endorsements listed above are effective until policy cancellation date.

### **Blanket Additional Insured Endorsement**

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This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury or property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

**ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

**Blanket Waiver of Subrogation Endorsement**

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This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

**ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

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

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).

The additional premium for this endorsement shall be **2 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
<p><b>ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER.</b></p>	

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.)**

Endorsement Effective **05/26/2025** Policy No. **WVE 5055562 05**

Endorsement No.

Insured **FERANDELL TENNIS COURTS, INC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By \_\_\_\_\_