

**CITY OF REDONDO BEACH**

**REQUEST FOR PROPOSALS**

**RFP# 2425-004**



**OWNER'S REPRESENTATIVE & PROGRAM MANAGEMENT SERVICES  
FOR CITY BOND MEASURE (FP) PROJECT IMPLEMENTATION  
TO RECONSTRUCT FIRE STATIONS 1 & 2, THE CITY'S MAIN POLICE STATION,  
AND TO RENOVATE THE POLICE ANNEX FACILITY**

CITY OF REDONDO BEACH  
Public Works Department  
Engineering Services Division  
415 Diamond Street, Door 2  
Redondo Beach, CA 90277  
(310) 697-4661  
(310) 374-4828 (fax)  
Issued: February 27, 2025

**Responses Due: MARCH 27, 2025 by 5:00 p.m. (PST)**

**REQUEST FOR PROPOSALS (RFP) FOR  
OWNER'S REPRESENTATIVE & PROGRAM MANAGEMENT SERVICES  
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**Issuing Office:** Public Works Department - Engineering Services Division

**Date:** February 27, 2025

**SECTION ONE - INFORMATION FOR PROPOSERS**

**1.1 INTRODUCTION**

City of Redondo Beach voters approved Measure FP with [71.41%](#) of voters voting in favor of the measure as part of the November 5, 2024 General Election. The measure authorizes the City to issue \$93,350,000 in General Obligation bonds with bond revenue going to fund public safety facility improvements and requiring an estimated property tax levy of \$17.45 per \$100,000 in assessed value. Bond proceeds will be used to rebuild Fire Station 1, Fire Station 2, and the Main Police Station and to renovate the Police Annex Facility. Improved public safety facilities will support effective response times; secure, modern buildings; and continued career development, retention, and recruitment of the best qualified Fire and Police personnel to serve the City of Redondo Beach.

The City requires the services of an experienced firm to serve as its Owner's Representative/Program Manager (PM) through the implementation of Measure FP. The hired firm will drive the process and advocate for the City's interests in working with all entities of the projects during all stages of implementation. The firm will assist the City with strategic planning and scheduling of the various sites and needed temporary facilities. The PM will take the lead on solicitation, evaluation, award, management, review and oversight of the design and construction teams and with the financial administration of the project as it relates to budget status and reporting, contract change order review, and project financial tracking and reporting. In this capacity, the PM will work closely with key City executives, staff, and other organizations, as required.

A more complete description of the "Project" and required services is located in Section Two.

**1.2 SUBMISSION OF PROPOSAL**

Proposals shall be submitted electronically via the City's online purchasing portal which can be found at <https://procurement.opengov.com/portal/redondo>, by 5:00 p.m. (PST) on March 27, 2025. Any proposal not received prior to the time set forth in this RFP (or an addendum) may be disqualified.

### 1.3 PROPOSAL FORMAT

The email proposal submittal package shall include the proposal as a bookmarked PDF.

Proposals deemed to be incomplete or marred by other deficiencies may be rejected without further consideration.

### 1.4 OPENING OF PROPOSALS

Proposals will be opened and evaluated by the assigned Evaluation Committee after the submittal deadline. The proposals will not be publicly read (Government Code Section 6250 et. seq.). Once a proposal has been submitted, it will not be returned.

### 1.5 RIGHT OF REJECTION BY CITY

The City of Redondo Beach expressly reserves the right, at its sole discretion, to reject any and all proposals and solicit new proposals with modified terms and conditions. In the event of any such rejection, the City shall not be liable for any costs incurred in connection with the preparation and submittal of a proposal. The City also reserves the right to waive any informalities in conjunction with the proposals.

### 1.6 ACCEPTANCE OF PROPOSALS

Within sixty (60) days after the final submittal deadline for proposals, the City will act upon them. The highest-ranking firm or firms (as determined by the Evaluation Committee through review of written proposals) may be requested to submit additional information or participate in interviews (either online or in person). The City reserves the right to enter into negotiations to produce a Contract for Services with a single entity. The City reserves the right to terminate negotiations, without any cost to the City, in the event it deems progress toward a contract to be insufficient. In that event, negotiations may commence with the second highest ranking firm or team.

### 1.7 TERM OF WITHDRAWAL

All fee proposals shall be firm offers and may not be withdrawn for a period sixty (60) days following the date set forth in Subsection 1.2.

## 1.8 SELECTION PROCESS

The selection process will be informed by the following standards:

A. Adherence to Format

A proposal should adhere to the format outlined in Section Three of this RFP in order to be evaluated by the City. Each response should be specifically addressed to the applicable section of the RFP.

B. Proposal Evaluation

An Evaluation Committee will evaluate the proposals utilizing criteria listed in Subsection 1.9. The City may utilize the services of appropriate experts to assist in the evaluation process.

C. Oral Interview

The City may, at its option, invite one or more of the highest-ranking firms or teams to make a verbal presentation to the Evaluation Committee to provide additional requested information or answer questions regarding the proposal.

## 1.9 EVALUATION CRITERIA

Proposals will be reviewed and evaluated by Evaluation Committee based on the information provided in the proposal. Selection will be made on a "best qualified" basis. Criteria for selection will include, but not be limited to, overall qualifications of firm; understanding of City and Project goals; prior experience and successful completion of similar projects; technical ability; methodology and stated approach to the Project; individual qualifications of project manager, availability and qualifications of other key staff members and sub-consultants; capacity of firm to complete Project per City's timeline; references; proposal fee structure; and overall organization and quality of the proposals.

## 1.10 INTERPRETATIONS

All questions regarding the meaning or intent of the information provided in this RFP, including procedure, specifications, and Contract provisions, shall be submitted to the City's online procurement portal, which can be found at <https://procurement.opengov.com/portal/redondo>, no later than shown below, in writing (e-mail acceptable) no later than March 13, 2025. Questions that result in a significant interpretation of, or change in, the RFP will be made by the City issuing an addendum to all recipients of the RFP, and acknowledgement of any such addendum(s), shall be a part of the proposal. The City will not be responsible for any informal interpretation of the RFP.

## 1.18 NONDISCRIMINATION

The consultant, with regard to the work performed by it during the contract, will be required to agree not to discriminate on the grounds of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in any activity pursuant to this agreement.

1.19 OFFICE LOCATION/TRAVEL

The City does not intend to house any consultant at the City's offices. The City does not intend to reimburse any consultant for personnel relocation under this agreement. Consultant's proximity to the City may be considered during the RFP evaluation.

## **SECTION TWO: PROJECT INFORMATION/SCOPE OF WORK**

### **2.1 PROJECT GOALS AND BUDGET**

The City of Redondo Beach is seeking a firm to serve as the PM for the City through the implementation of the Projects associated with Measure FP. The goal is to complete these transformational Projects in an expedient manner within the established budget, which is \$93,350,000 to replace Fire Stations 1 & 2 and the Main Police Station, along with the renovation of the Police Annex facility.

### **2.2 PROJECT DESCRIPTION**

Consultant shall perform the duties described herein for the Project. The selected PM will advocate for the City's interests in working with all entities of the Project during all stages of the Project. The Project is intended to improve public safety in the City by supporting effective response times; providing secure, modern buildings; and enhancing career development, retention, and recruitment of the best-qualified Fire and Police personnel to serve the City of Redondo Beach.

Proposers are encouraged to review the discussion and actions of the City Council in preparation for approving ballot Measure FP and in response to the successful outcome. Relevant Council meeting dates are:

- June 11, 2024
- July 16, 2024
- December 17, 2024

Administrative Reports, minutes, and the video record can be accessed via the City Clerk's webpages at [www.redondo.org](http://www.redondo.org)

### **2.3 SCOPE OF WORK**

Consultants are expected to diligently undertake and perform the work program as outlined. Consultant shall devote the number of persons and level of effort necessary to perform and complete the work in accordance with the schedule included in Section 2.4. All work done will be performed to the highest professional standards and will reflect the thoroughness, attention to detail and professional knowledge expected in the engineering, architecture, and associated disciplines.

The scope for the Project includes, but is not limited to, the following tasks:

#### **PM General Requirements**

1. PM shall assist the City to verify the Project is completed in accordance with all federal, state, local laws and regulations including but not limited to applicable codes, regulations, and funding requirements. The PM's duties shall include,

but not be limited to, providing professional project management processes aligned to industry standard practice using subject matter expertise to provide advice and consultation with respect to design, engineering, Project scope, schedule, budget, and cost estimating, procurement, implementation, and commissioning.

2. PM shall advise the City on a Project Delivery method and procurement process(es) for the Project. PM shall assist the City in coordinating production and making recommendations on the solicitation, selection, and procurement of designer(s) and construction contractor(s). This work will include preparing proposal and bid packages, holding pre-bid meetings, responding to RFIs, etc. and negotiate contracts with such entities. PM shall solicit the interest of qualified designers, contractors and vendors with fire station and public safety building experience and encourage participation in the competitive bidding of the Project. Compile assessment information and utilize “remaining useful life” analysis to prepare cost estimates and prioritized building systems, finishes, and components for modernization of the Police Annex.
3. PM shall develop and document Project requirements, including, but not limited to:
  - a. Key Milestones Schedule, Site Logistics Requirements, Temporary Facility Requirements, Design Memorandum and Standards, Quality Standards, First cost vs. operating cost priorities, target budget
4. PM shall prepare a master Project Schedule including all necessary and recommended design and construction activities. PM shall drive and monitor the Project Schedule on behalf of the City.
5. PM shall assist the City in finalizing the program and budget for the Project and manage the design process for the City.
6. PM shall report to the City Manager, or other designated City personnel, and shall prepare Executive Briefings, at least monthly or at other appropriate intervals, which shall summarize the following:
  - a. Key Project activities, events, and progress;
  - b. Conformance/nonconformance to the most current Project schedule;
  - c. Monthly total Project financial summary;
  - d. Pending/proposed scope changes and status, including all change orders and change directives;
  - e. Quality assurance summary and status;
  - f. Risk analysis of current or potential issues or problems;

- g. Existing and potential claims by the designer or contractor related to the Project;
  - h. Recommendations for City actions; and
  - i. Construction progress photos (once construction commences), generally and as specifically related to the above, including photos of critical or material issues, nonconforming or defective work and evidence of delay.
7. PM shall coordinate with Project stakeholders and assist the City with public presentations/meetings, and shall attend such presentations/meetings as requested by the City.
  8. PM shall facilitate the flow of information between the City and Project participants, including but not limited to submittal reviews by the City, and shall track deliverables and decisions requested or to be made by the City. PM shall ensure that a document management system is employed for relevant Project documents including but not limited to submittals, RFIs, meeting minutes, shop drawings and shall provide unlimited access to Owner and access as appropriate to other Project participants. Upon final completion of the Project, PM shall provide an organized and coordinated copy of the contents of the document management system (in native format if requested) to the City.

#### **PM – Strategic Planning Phase**

1. Meet with City's executive, financial, planning, engineering, and operating personnel to discuss Project goals and needs, establish protocols for communication, approvals, working groups and stakeholder input. Develop a Project Charter or similar document that will define, authorize, and empower the appropriate staff and partners in the various aspects of the work
2. Analyze Project requirements and develop preliminary site phasing and logistics and develop requirements for continuity of operations and, temporary facility alternatives
3. Assist the City in selecting the appropriate project delivery models (Design-Build, Progressive Design Build, etc.) for the various facilities and develop contract documents and solicitation packages
4. Identify relevant entitlement, permitting and environmental constraints, and processes and facilitate satisfaction of all known requirements for the Project

#### **PM – Pre-Construction Phase (Applies to All Buildings)**

##### **Assemble Design and Construction Teams**



1. Lead procurement of Project professionals (designers, contractors, construction managers, inspectors, etc.) according to the various project delivery methods elected by the City.
2. As may be recommended, prepare pre-qualification process and analysis for various solicitations. Provide a complete analysis of proposing contractors/consultants bids or RFP responses and provide recommendations to the City for contract awards
3. Assist with contract negotiation of appropriate terms in agreements with selected firms and make recommendation for contract awards
4. Assist the Prime Contractor with developing the qualification criteria and recommending subcontractors to bid and assist the subcontractor RFP process as needed
5. Review design documents during development for continuity of operations, adherence to design standards, constructability, Project risk, completeness, and value
6. Provide comprehensive cost estimation and make recommendations/value engineering suggestions to assist the design team with maintaining the Project budget

### **Project Management and Controls**

1. Establish and implement the appropriate financial and administrative controls with City input
2. Monitor the design process, ensure the incorporation of all program requirements, and assist in sharing of information among appropriate consultants
3. Assist City's various legal representatives and consultants
4. Attend meetings and assist in obtaining permits, approvals, and other authorizations necessary for the development, construction, and operation of the Project
5. Work with Prime Contractor to prepare Project Schedule, incorporating pre-construction and proposed construction activities and coordination with the City's ongoing operations
6. Provide day-to-day interface with Prime Contractor and City's operational personnel to plan work and safety of operating facility
7. Monitor the regular updates to the schedule based on impacts due to the design changes, field conditions, and other related impacts

8. Assist the designers with response to contractor questions and maintain and RFI log
9. PM shall assist the City to verify the Project is completed in accordance with all federal, state, local laws and regulations including but not limited to applicable codes, regulations, and funding requirements. The PM's duties shall include, but not be limited to, providing professional project management processes aligned to industry standard practice using subject matter expertise to provide advice and consultation with respect to design, engineering, Project scope, schedule, budget, and cost estimating. Conduct on-site building assessments of all relevant systems, finishes, and building components.

### **Project Budget**

1. Prepare a Master Project Budget including consultants, construction, Furniture, Fixtures, and Equipment, Information Technology, Security, and other related cost contingencies
2. Modify and update the estimate at the conclusion of each phase of design
3. Monitor and advise the City of variances and available means to mitigate variances. Advise on options with differing impacts or consequences
4. Work with the Project Team to generate a cash flow forecast for the Project and provide updates on a regular basis
5. PM shall review, on behalf of City, all applications for payment and all proposals for possible changes to the work and shall make appropriate recommendations to the City.
6. PM shall develop and provide an overall financial reporting system for City's use that will track Project-related expenses and cost information, including but not limited to original budget, original contract amount, change orders, potential and proposed change orders, change directives, claims, payment applications, etc. PM shall evaluate, review, and provide comments on the design/engineering drawings and specifications and evaluate the design/engineering documents to ensure that the design meets the Project requirements, applicable design and construction standards, City's needs and priorities, and can be constructed within City's budget. PM shall notify City of any observed errors, omissions, or inconsistencies. PM shall identify and recommend opportunities for value engineering. PM shall recommend any required or recommended changes to the City.

### **PM – Construction Phase (Applies to All Buildings)**

#### **Project Management and Controls**

1. Schedule and conduct Project meetings at which the City, Prime Contractor, and Project Team discuss procedures, progress, problems, scheduling, phasing, and coordination of ongoing operations and other issues relevant to the successful completion of the work
2. Provide, or cause to be provided, a detailed schedule for operations of the Prime Contractor on the Project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings, and samples/delivery of products requiring long lead times for procurement.
3. Regularly monitor the schedule and safety as construction progresses. Identify and report on potential variances between scheduled and probable completion dates. Recommend to City and Prime Contractor adjustments in the schedule to meet required completion dates.
4. To the extent applicable, PM shall coordinate City's other consultant's related to the Project and on equipment and materials procurement, delivery and installation with City's staff assigned to the Project and vendors.
5. PM shall as representative of the City coordinate, facilitate and conduct regular construction meetings (frequency TBD) with the designer, the construction contractor and other Project participants, as appropriate. PM shall prepare and provide minutes of all such meetings to the City and all participants.
6. If a situation arises during construction, which in PM's view requires that work be rejected, PM shall report such situation immediately to City and make recommendation to City regarding further actions.
7. Recommended courses of action to the City when requirements of any contracts are not being fulfilled
8. Coordinate the periodic inspection by the architect and other necessary consultants or the work of the contractors
9. Consult with and assist the architect regarding any questions from the contractor on the meaning and intent of drawings and specifications
10. Collaborate with the architect to establish and implement procedures for tracking and expediting the processing and approval of shop drawings and samples
11. Record the progress of the Project and provide detailed reports to the City
12. Receive contractor shop drawings, product data and samples, and maintain a log and monitor Architect and Engineer for timely responses

13. Direct the Prime Contractor to maintain records of all contracts, shop drawings, samples, purchases, materials, equipment, handbooks, applicable standards and codes, maintain operation manuals and revisions that develop over the course of construction

## **PM – Commissioning and Project Closeout (Applies to All Buildings)**

### **Substantial Completion**

1. Once substantial completion is achieved, direct the architect's preparation of a punch list including incomplete, unsatisfactory, or non-conforming items that require completion/remedy prior to certification of substantial completion
2. Following the architect's certification of substantial completion, facilitate and monitor the contractor's completion of the architect review and approval of all punch list items
3. Coordinate with the City's personnel to monitor the inspection of utilities, operating systems, and equipment for readiness. Assist in the initial set-up, testing, and facilitate any required training of the City's Public Works staff
4. Oversee the commissioning matrix and manual

### **Final Completion**

1. Coordinate the architect's determination of final completion and notify the City and architect that the Project is ready for final inspection
2. Secure and transmit to the City and/or architect required guarantees, affidavits, releases, bonds, and waivers
3. Turn over all keys, manuals, record drawings, and maintenance stocks to the City. Assist the City in expediting consultant and other vendor/contractors in obtaining temporary certificates of occupancy and permanent certificates of occupancy. File all notices of completion, coordinate final payment, and secure final conditional lien releases and any other activities which may be required to occupy the Project
4. Make recommendation to the City of Project acceptance and process Notice of Completion with the County Recorder's Office
5. Assist the City with evaluation of any claims filed by Project vendors

## 2.4 SCHEDULE OF PERFORMANCE

<u>ITEM</u>	<u>DUE DATE</u>
Issue Request for Proposal	February 27, 2025
Written Questions	March 13, 2025
Proposals Due (by 5:00 p.m. PST)	March 27, 2025
City Council Considers Agreement	May 6, 2025
Agreement Fully Executed	May 13, 2025
Kick-off Meeting	May 26, 2025

The above schedule is for information purposes only and is subject to change at the City's discretion.

## **SECTION THREE: REQUIRED PROPOSAL FORMAT**

### 3.1 PROPOSAL INCLUSIONS

The proposal submitted through the City's online procurement portal shall include:

1. Letter of Transmittal. 1-page letter of transmittal signed by an officer of the firm, binding the proposer to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the proposer and shall include the following Statement:  
  
I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDA AND AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.
2. Qualifications of Project Team. Provide a description of overall history and qualifications of the Project Team.
3. Related Experience. Provide a brief description of your firm's history and experience with completion of similar projects. Provide information on relevant projects only.
4. Project Team. Provide a summary of all personnel to be involved in the Project, including any sub-consultants. Designate the principals in charge, project managers, and other key personnel to be assigned, stating specific role of each.

5. Project Approach and Work Plan. Provide a statement of Project understanding and an outline of the proposed approach to the Project, including a work plan. Address the Scope of Work as presented, and include other approaches, items, or considerations felt to be warranted. The work plan should provide a tabular list of work task considered necessary to complete the initial phase of the Project, along with other major milestones expected as the Project advances.
6. Project Schedule. Provide a schedule for the various proposed activities to accomplish the Project goals and objectives. Include provision for the City and Agency staff reviews and activities as considered necessary
7. References. Each proposal must include at least 3 public agency references going back at not more than five (5) years from the issuance of this RFP in which the proposer was engaged to perform tasks similar to those requested under this RFP. The references should include the name, title, and contact information of the public agency officer or employee responsible for overseeing the proposer's work. Please also include a brief description of the project completed along with your rationale for including each reference.
8. Rate Sheet. Provide a current hourly rate schedule for all employees to be involved in the Project. *Refer to Attachment A Sample Consultant Agreement Exhibit "C" Compensation tables as an example.* These rates shall remain in effect for the duration of the agreement, subject to annual adjustments indexed to the CPI for Los Angeles area. Provide a listing of any anticipated reimbursable expenses, including unit costs or percentage mark-up.
9. Fee Proposal. Provide itemized cost estimate for the Strategic Planning Phase of the Project, including anticipated labor, and reimbursable charges (inclusive of mark-up) for any sub-consultants. The specific fees and charges will be negotiated with terms and conditions in the professional services agreement after consultant selection.

The initial proposal (exclusive of fee proposal) shall be provided in an 8-1/2" x 11" format and must not exceed the following page lengths:

Letter of Transmittal	One (1) page
Text (Items 2-7)	Fifteen (15) pages
Rate Sheet	Two (2) pages

All proposals shall be submitted through the City's Online Procurement Portal.

#### **SECTION FOUR: ATTACHMENTS**

Attachment A      Sample Consultant Agreement

**ATTACHMENT A  
SAMPLE AGREEMENT**

**SAMPLE  
AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND \_\_\_\_\_**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and \_\_\_\_\_ a CALIFORNIA CORPORATION ("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 Consultant, 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. Consultant 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 Consultant for work performed in accordance with Exhibit "C".

\* \* \* \* \*

**GENERAL PROVISIONS**

- 1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant 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. Consultant 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 Consultant's sole responsibility.
- 2. Brokers. Consultant acknowledges, represents and warrants that Consultant 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, Consultant 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 Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant 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 Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant 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 Consultant, 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 Consultant. City shall furnish Consultant, to the extent available, with any City standards, details, specifications, and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, 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". Consultant, 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 Consultant'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. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant 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 Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant 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 Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant 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 Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant 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. Consultant acknowledges, represents and warrants that Consultant 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 Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant 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 Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant 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 Consultant for this Agreement prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant'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 Consultant 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. Consultant 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 Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant 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. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant 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 Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, Consultant shall hold harmless and indemnify City, and its officials, officers, employees, agents, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense, which arise out of, pertain to, or relate to in whole or in part to the

negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City.

- a. Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) arising out of or related to the performance of this Agreement, excluding Consultant's design professional services, and to the maximum extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages. 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). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant 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.
  - b. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - c. Waiver of Right of Subrogation. Consultant, 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. Consultant 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. Consultant 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, employment laws, and non-discrimination laws.

- a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant 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 Consultant 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, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant 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. Consultant 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, Consultant shall diligently take corrective action to halt or rectify the failure.
- b. Prevailing Wages. City and Consultant acknowledge that this project is a public work to which prevailing wages apply. Consultant 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.

18. Non-Discrimination. Consultant 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. Consultant 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, or military and veteran status. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique,

personal services which, except as otherwise provided herein, Consultant 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 Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant 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 Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant 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 Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant 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 Consultant 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 Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant 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 Consultant, 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, Consultant 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 Consultant against City hereunder shall be subject to Government Code §§ 800 *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. Consultant 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, Consultant warrants as follows: Consultant 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

Consultant, at Consultant's expense, including shipping. Consultant 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 Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, 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 Consultant.
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 day of \_\_\_\_\_, 2025.

CITY OF REDONDO BEACH

\_\_\_\_\_  
("Consultant" or "Consultant")

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

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

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**TO BE DEVELOPED BASED ON SUBMITTED PROPOSAL.**

EXHIBIT "B"  
SCHEDULE OF PERFORMANCE

<u>ITEM</u>	<u>DUE DATE</u>
-------------	-----------------

TO BE DEVELOPED BASED ON SUBMITTED PROPOSAL.

**EXHIBIT "C"**  
**COMPENSATION**

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

I. **AMOUNT.** Consultant shall be paid in accordance with the attached rate schedule ("Attachment C-1").

II. **REIMBURSABLE EXPENSE.** Expenses incurred by Consultant in performance of this work shall be reimbursed in accordance with the following schedule.

Description	Reimbursed Amount
---	At cost
---	At cost
---	IRS mileage rate
---	At cost

No expense shall be reimbursed without prior written authorization from the City. In no event shall the total reimbursable expense exceed \$---.

III. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, the total amount paid to Consultant for each task shall not exceed the following amounts.

Description	Amount
	\$ ---
	\$ ---
	\$ ---
	\$ ---
	\$ ---

IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment both by email and mail.

- A. Task number.
- B. Title of personnel who performed work on the Task.
- C. Description of the work performed.
- D. Percentage of work completed
- E. Fee or prorated fee (if applicable) for work performed.

F. If applicable, expenses incurred.

Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City, and attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant shall submit a monthly invoice to the City by email and mail. Consultant shall provide any other back-up material upon request.

V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within (30) days of the City's receipt and approval of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.

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

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

Consultant:

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

Attention: \_\_\_\_\_

City:

City of Redondo Beach  
Attn: City Manager's Office  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Luke Smude, Assistant to the City Manager  
luke.smude@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. 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.

## **EXHIBIT "D"**

### **INSURANCE REQUIREMENTS FOR CONSULTANTS**

Without limiting Consultant's indemnification obligations under this Agreement, Consultant 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 Consultant, 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.

Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

#### **Minimum Limits of Insurance**

Consultant 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 shall apply separately to this project/location.

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.

Errors and Omissions liability: \$1,000,000 per occurrence.

### 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 Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

For any claims related to this project, the Consultant'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 Consultant'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.

Errors and Omissions policy, if written on a claims-made basis, shall be maintained by the Consultant for a period of one year after the completion of the project.

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 Consultant's part.

#### Acceptability of Insurers

Insurance is to 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

Consultant 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 are to 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

Consultant 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

Consultant 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.