CITY OF REDONDO BEACH

REQUEST FOR PROPOSAL AND QUALIFICATIONS OF SERVICES

RFP/Q #2627-001

WATERFRONT PROPERTY MANAGEMENT SERVICES

PROPOSAL DUE: WEDNESDAY, OCTOBER 21, 2026, AT 5:00 PM PDT

Responses shall be submitted electronically through the City's Procurement Portal hosted by OpenGov on the City's website at https://procurement.opengov.com\portal\redondo.

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SECTION 1: INFORMATION FOR PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Redondo Beach, California, is soliciting proposals from qualified firms to provide **Waterfront Property Management Services.** The selected firm will enter into an initial three-year agreement with the City, with an option to extend the agreement thereafter.

A. Submission of Proposal

Responses shall be submitted electronically through the City's procurement portal hosted by OpenGov on the City's website: https://procurement.opengov.com\portal\redondo.

The deadline for submission is Wednesday, October 21, 2026, at 5:00 PM PDT. Proposals received after the specified date and time will be considered late and returned to the proposer unopened. The City of Redondo Beach reserves the right to reject any and all proposals received and, to the extent permitted by law, to waive any irregularities in any proposal.

Every proposal must be signed by the person or persons legally authorized to bind the proposer to an agreement. Upon request of the City, the corporation or other entity will provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute agreements on behalf of the corporation or other entity.

B. Tentative Schedule

ITEM	DATE
RFP/Q Issued	Monday, September 14, 2026
Optional Pre-Proposal Conference	Monday, September 28, 2026, at 1:00 PM PDT
Deadline to Submit Questions	Friday, October 2, 2026, at 5:00 PM PDT
Answers to Questions Released	Wednesday, October 7, 2026, at 5:00 PM PDT
Proposals Due	Wednesday, October 21, 2026, at 5:00 PM PDT
Interviews (tentative)	Week of November 2, 2026
Award Notification	Tuesday, November 17, 2026
Contract Award (tentative)	Tuesday, December 8, 2026

The City reserves the right to modify these dates at any time, with appropriate notice to prospective proposers.

C. Optional Pre-Proposal Conference

An optional pre-proposal site walk will be held at **100 W Torrance Blvd, Redondo Beach, CA 90277 on Monday, September 28, 2026, at 1:00 PM PDT**. The site walk will include a tour of all properties in the portfolio (Property), including Pier Plaza, International Boardwalk, Fisherman's Wharf, Kincaid's, and Pier Parking Structure Storage Units.

The site walk will begin promptly at **1:00 PM PDT**. Proposers planning to attend should contact Mio Iwasaki at Mio.Iwasaki@redondo.org to confirm their attendance and to receive parking information and a detailed map of the meeting location.

D. Questions and City Contact

Proposers must submit all written questions and requests for clarification or additional information regarding this RFP/Q by **Friday, October 2, 2026, at 5:00 PM PDT** through the City's procurement portal hosted by OpenGov on the City's website: https://procurement.opengov.com\portal\redondo

If you have any procedural questions or issues obtaining information or documents, please contact:

Robert Norman
Purchasing Admin Analyst
E-mail: Robert.Norman@redondo.org
Telephone: (310) 318-0602

The City will not respond to questions received after the deadline. Responses to the questions will be documented and distributed simultaneously to all proposers on record through the form of an addendum and posted on the City's procurement portal hosted by OpenGov on the City's website.

E. Opening of Proposals

Proposals will be opened and evaluated by the City after the submittal deadline. Proposals will not be opened publicly, and the City will endeavor to keep the proposals confidential until a preferred proposer is recommended to the City Council. No information contained in any proposal or information regarding the number or identity of the proposer will be made available at any time during the selection process.

F. Acceptance of Proposals

Immediately after the final submittal deadline for proposals, the City will act upon them. The highest-ranking firm will be requested to enter into negotiations to produce an agreement. The City reserves the right to terminate negotiations, without any cost to the City, in the event it deems progress toward an agreement to be insufficient. In that event, negotiations may commence with the second-highest ranking firm.

G. Acceptance Period

All proposals shall be firm offers, and the proposal shall be valid for ninety (90) days following the RFP/Q submission deadline.

H. Right of Rejection by City

The City of Redondo Beach expressly reserves the right, at its sole discretion, to reject any and all proposals or any part of any proposals, to waive minor defects or

technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the City may deem in its best interest. 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 information in conjunction with the proposals.

I. Selection Process

The selection process will evaluate the following:

1. Adherence to RFP/Q Requirements
   A proposal must adhere to the RFP/Q requirements outlined in Section 3 to be evaluated by the City.

2. Evaluation
   Staff or a panel will assess proposals using the scoring criteria outlined below:

CRITERIA	POINTS
Proposer Qualifications, Relevant Experience, and Past Performance	30
Technical Proposal	30
Understanding City Needs and Preferred Qualifications	15
References	15
Cost Proposal	10
Total	**100**

   The City may contact proposers to clarify any response; contact any past or current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

   Additional information on how proposals will be evaluated can be found in Section 4 Selection Criteria.

3. Interview and Presentation
   The City may, at its sole discretion, invite one or more of the highest-ranking firms to participate in an interview and present their proposal to City staff. Interviews are tentatively scheduled for the week of November 2, 2026.

J. Negotiation

After evaluation of the proposal and discussion with selected proposers or the recommended proposer, the City reserves the right to further negotiate the proposed work scope, method, or cost. Contract award is contingent upon the successful negotiation of final agreement terms. Negotiations will be confidential and not subject to disclosure to competing proposers. If contract negotiations cannot be concluded successfully, the City may negotiate an agreement with other proposers or withdraw the RFP/Q.

K. Approval of Selection and Award of Contract

This procurement will comply with all applicable City procurement policies and procedures. Proposer selection is subject to approval by the Redondo Beach City Council. The City is not obligated to accept the lowest cost proposal, but will make an award in its best interests after all factors have been evaluated. Therefore, proposals should be submitted in the most favorable terms. The City will select a proposer with whom the City will negotiate an agreement that will be recommended to the City Council for review and approval. The City reserves the right to reject all proposals and not award an agreement for services.

The proposer shall be prepared to commence work within 3 weeks of the Notice of Intent to Award. The selected firms will be expected to execute an agreement substantially similar to the Sample Agreement included in Section 5 of this RFP/Q unless any exceptions or conditions are explicitly stated in the proposal. While the proposer may submit exceptions or conditions to the Sample Agreement as part of the proposal, the City is under no obligation to accept then. Any requested modifications to the Sample Agreement must be supported by compelling justification and will be discussed during the interview stage of the process. The selected firms shall expedite negotiation of a final agreement within 3 weeks of Notice of Intent to Award.

L. Protest Procedures

City policy requires that all prospective proposers be accorded fair and equal consideration in the solicitation and award of contracts. To that end, any interested party shall have the right to protest alleged inequities in the procurement process and to have its issues heard, evaluated, and resolved administratively. “Interested party” is defined as an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract.

Protests regarding any aspect of this RFP/Q, the solicitation process, or the proposed award of a contract must be submitted in accordance with the following procedures.

1. Solicitation Phase Protest
   A protest received before the proposal opening or proposal due date is considered a Pre-Proposal Protest. To be valid, it must be submitted to the City before the published deadline for receiving proposals or proposals, per the specified content and submission procedures. Based on the timing of the protest and the agency’s review, the City may decide whether to delay the proposal opening or proposal deadline.

2. Pre-award Protest
   A Pre-Award Protest is filed after proposals or proposals have been received but before a contract is awarded. To be considered, it must be submitted to the City within three (3) business days from the date the protester became aware—or should have become aware—of the basis for the appeal. The protest must follow the specified content and submission procedures and be received before the agency takes formal action on the contract award. Based on the timing of the

protest and the agency's review, the City may determine whether to delay the contract award.

3. Post-Award Protest

A Post-award Protest is received after the award of a contract. A Post-award Protest must be submitted to the City following the content and submission procedures specified herein within five (5) business days of the date the protester learned or should have learned of the basis of appeal.

Protests must contain the following information:

- Description of the solicitation or contract and number
- Name of protestor with address, contact individual, phone numbers, and email addresses
- Statement of the grounds for protest
- Statement of the proposed relief or remedy.

Protests must be submitted in writing via email to Robert Norman at Robert.Norman@redondo.org. Reference **RFP/Q 2627-001** in the email subject line.

Upon receipt of a protest, the City of Redondo Beach will review the grounds of the protest and provide a written response within five (5) business days, addressing each substantive issue in detail. A copy of the protest and the City's decision will be transmitted to the protester and to each firm or individual who has received a copy of the RFP/Q or solicitation.

The Waterfront and Economic Development Department for the City of Redondo Beach is the responsible official for evaluation of protests and has the authority to make the final determination in matters of protest. With the exception of a reconsideration as noted below, the decision of the City of Redondo Beach will be final.

Should material information become available after the decision of the Waterfront and Economic Development Department or the protester believes an error in law or regulation has occurred, the protester may formally request reconsideration. This request must be submitted in writing to the Waterfront and Economic Development Department within five (5) business days of the original protest decision.

M. Public Records Act

Responses to this RFP/Q become the exclusive property of the City of Redondo Beach. Once the originating department recommends a proposer, a staff report is placed on the City Council agenda, all unreturned proposals will be treated as public records and subject to the Public Records Act.

However, elements of a proposal defined by the proposer as business or trade secrets may be exempt, provided they are clearly labeled as “Trade Secret,” “Confidential,” or “Proprietary.” Each confidential element must be distinctly marked, as blanket classifications (such as entire pages or documents) will not be considered valid and will not impose any obligation on the City.

If disclosure is required or permitted under the California Public Records Act or other applicable law, the City shall not be liable for the release of such records or any portion thereof.

N. Cost of Preparation of Proposal

Proposal submitters are responsible for all costs incurred in the preparation and the submittal of the proposal.

O. Obtaining Data

It shall be the proposer’s sole responsibility to obtain all data necessary to complete work in a timely manner. The City will make available any data in its possession that is relevant to the project upon the proposer’s request.

P. Business License

Prior to commencing work or performing any phase of work, the proposer will be required, at its own expense, to obtain a City of Redondo Beach business license. Information on the cost of the license can be obtained from the City of Redondo Beach's Financial Services Department webpage.

Q. Insurance, Endorsements, and Certificates

Prior to commencing work or performing any phase of work, the proposer will be required, at its own expense, to provide the City with certificates of insurance. Proposer shall satisfy all City insurance and indemnification requirements as listed in Exhibit “D” of the Sample Agreement.

R. Nondiscrimination

The proposer, with regard to the work performed by it during the agreement, 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 the agreement.

S. Compliance with Fair Employment Practice Act

Proposer agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under the agreement, or any subcontract hereunder, no proposer, material supplier or vendor will, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

T. Compliance with California Labor Law

The Proposer must comply with applicable State labor requirements, as described in Exhibit “E” of the Sample Agreement.

U. Prevailing Wages

In accordance with Labor Code Section 1770 et seq., this Project is a “public work,” and thus, the Proposer and any Subcontractors must pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works and are available to any interested party upon request. Proposer shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site.

V. Contract Cancellation/Suspension

Without cause, the City may cancel the contract at any time with thirty (30) days written notice to the proposer. With cause, the City may cancel the contract immediately with written notice to the proposer. Cancellation for cause will be at the discretion of the City and will be, but is not limited to, failure to supply the staffing, materials, equipment, or service specified within the time allowed or within the terms, conditions, or provisions of this RFP/Q. The proposer may not cancel this contract without the prior written consent of the City.

SECTION 2: BACKGROUND AND SCOPE OF WORK

A. Background

The City of Redondo Beach owns and operates a portfolio of waterfront commercial properties ("**Property**") along the Redondo Beach coastline, including:

- Pier Plaza: (103 to 131 W. Torrance Blvd)
- International Boardwalk (100 S. to 164 N. International Boardwalk)
- Fisherman's Wharf (200 to 250 Fisherman's Wharf)
- Kincaid's (500 Fisherman's Wharf)
- Foss Maritime Company (161 N. Harbor Drive)
- R/10 Social House (179 N. Harbor Drive)
- Redondo Beach Marina Office (181 N. Harbor Drive)
- Riviera Mexican Cantina (207 N. Harbor Drive)
- Captain Kidd's (209 N. Harbor Drive)
- California Surf Club (239 N. Harbor Drive)
- California Surf Club North Grill (245 N. Harbor Drive)
- Pier Parking Structure Storage Units (100 W. Torrance Blvd)

Property Map is included as **Attachment A** provided in Section 6.

Property	Property Type	Size	# of Tenants
Pier Plaza	Offices, schools, restaurant	75,000 sq ft	22
International Boardwalk	Restaurants, retail	17,200 sq ft	16
Fisherman's Wharf	Restaurants, retail	13,000 sq ft	11
Kincaid's	Restaurant	12,000 sq ft	1
R/10 Social House	Restaurant	6,908 sq ft	1
Foss Maritime Company	Office	1,196 sq ft	1
Redondo Beach Marina Office	Offices	1,421 sq ft	4
Riviera Mexican Cantina	Restaurant	10,200 sq ft	1
Captain Kidd's	Restaurant	6,593 sq ft	1
California Surf Club	Social club	8,597 sq ft	1
California Surf Club North Grill	Restaurant	8,000 sq ft	1
Pier Parking Structure Storage Units	Storage units	4,870 sq ft	24

The Property includes approximately 60 commercial tenants across restaurant, retail, and office uses, along with 24 supplemental storage units, and generates a minimum of approximately $3.6 million gross annual revenue. Leases for restaurants and retail are based on a percentage rent structure in which the tenant pays a base monthly minimum rent or a percentage of gross sales, whichever is higher. The estimated annual rent revenue provided above is based on the rent roll for the tenants' base minimum monthly

rent, and it should be noted that actual revenue generated from these properties exceeds the annual rent roll. These properties collectively represent a significant source of revenue for the City's Tidelands and Uplands funds.

The Property is located within the California Coastal Zone, over and adjacent to coastal waters, and are subject to the City's Local Coastal Program (LCP), the jurisdiction of the California Coastal Commission, and applicable federal and state water quality regulations including the City's Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit. Compliance generally includes implementing appropriate best management practices to prevent pollutants from entering the storm drain system, properly managing waste and runoff generated by project activities, and maintaining documentation as required by applicable regulations. Additional information regarding the NPDES permit requirements can be found here. Many of the leases include percentage rent structures tied to tenant gross sales, requiring active lease administration and tenant reporting oversight.

The City of Redondo Beach is seeking proposals from qualified property management firms to provide comprehensive day-to-day management, lease administration, financial reporting, and operational services for the Property. This includes routine maintenance, respective repairs, and stewardship of the Property's overall aesthetics to ensure a clean, safe, and inviting environment for tenants and visitors. The City's goal is to ensure transparent management that delivers reliable financial reporting, consistent revenue performance, proactive lease administration, and a well-maintained, thriving waterfront experience.

Separately, the City is conducting a competitive process for Real Estate Brokerage Services and Marina Operations Management Services. The firm selected in this solicitation will not be responsible for brokerage activities, marketing efforts, tenant acquisition, or marina operations. Property management services solicited under this RFP/Q will require coordination with the City's designated Real Estate Brokerage and Marina Operations firms to support effective property management operations. However, the Marina Operations Management firm, the Property Management firm, and the Real Estate Brokerage firm shall each report directly to the City.

Proposers may apply to this RFP/Q individually or in combination with the **Waterfront Real Estate Brokerage Services RFP/Q (#2627-002) and/or Marina Operations Management Services RFP/Q (#2627-003).** Proposals that demonstrate efficiencies or cost savings through bundled services or coordinated work across multiple RFP/Qs may be evaluated favorably for potential economy of scale.

B. Scope of Work

The City of Redondo Beach is soliciting proposals from qualified property management firms to provide full-service property management for the City's waterfront commercial portfolio ("Property"). The City reserves the right to add or remove properties from the Property over the duration of the agreement. The selected firm will be responsible for comprehensive day-to-day operations, lease administration, financial management,

tenant relations, vendor and maintenance coordination, environmental compliance, and long-term asset stewardship. All services shall be performed in accordance with the standards and procedures outlined below to support a clean, safe, well-maintained, and thriving waterfront experience.

1. General Management and Operations
   The selected firm shall serve as the City's operational agent for day-to-day property management activities, including coordination with designated City Departments in accordance with Section 2C Additional Requirements #1, attendance at City meetings, briefings, and performance reviews, and implementation of operational policies aligned with City requirements.

   The selected firm shall maintain a staffed, on-site management office within Pier Plaza for the duration of the agreement. The City will provide office space at City expense. Qualified management personnel must be present and accessible at the on-site office during normal business hours. The on-site office will serve as the primary point of contact for tenant communications, day-to-day operations, and City coordination.

   The selected firm shall provide a Monthly Property Performance Report, as specified in Section 2C Additional Requirements #2, delivering a comprehensive overview of operational and financial activity for the prior month. The report shall summarize leasing, tenant relations, maintenance, security, and incidents, and include full financial reporting, such as income and expenses, cash flow, reserve balances, delinquencies, and major expenditures.

   The selected firm shall comply with all performance standards outlined in Section 2B Scope of Work #8 and all deliverables specified in Section 2B Scope of Work #9 of this RFP/Q, ensuring that all management and operational activities are conducted consistently, professionally, and in full alignment with the City's expectations.

2. Leasing Administration
   The selected firm shall administer all tenant leases, ensure full compliance with lease terms, and maintain accurate and up-to-date tenant files. Responsibilities include tracking key dates, processing renewals and amendments, and monitoring tenant compliance with all contractual obligations.

   The selected firm shall perform the following lease administration duties:

   a. Maintain a current lease-expiration schedule and provide monthly updates as part of required reporting.
   b. Notify the City in writing at least 180 days prior to any lease expiration and include a recommended action for renewal, renegotiation, or re-tenanting, supported by relevant market context.

c. Initiate and track renewal discussions with tenants well in advance of lease expiration, at the City's direction, ensuring no tenancy lapses.
d. Monitor compliance with all lease terms and conditions, including rent amounts, escalations, CPI adjustments, and option-exercise deadlines.
e. Administer Common Area Maintenance (CAM) charges, Fisherman's Wharf Sanitation District charges, and applicable reconciliations.
f. Prepare and coordinate estoppel certificates and Subordination, Non-Disturbance, and Attornment (SNDA) agreements as requested by the City.
g. Monitor and enforce tenant default remedies in coordination with the City and City-retained legal counsel,
h. Conduct applicant screening, lease execution, renewals, and enforcement activities.
i. Maintain complete, accurate, and current tenant files, available for City review at any time.

The selected firm shall report on leasing activity as part of the Monthly Property Performance Report, including:

a. Updated lease-expiration schedule for all tenants.
b. Status of upcoming expirations, including recommended actions
c. Summary of renewal discussions underway and anticipated next steps.
d. Tenant compliance status
e. Updates on CAM and Fisherman's Wharf Sanitation District charges
f. Status of estoppel certificates and SNDA agreements documents
g. Overview of tenant default issues and corrective actions
h. Summary of leasing activities, including applicant screenings, lease executions, renewals, and enforcement actions.

3. Tenant Relations and Engagement

The selected firm shall serve as the primary point of contact for all tenant communications on behalf of the City, ensuring timely and professional responses to inquiries, service requests, and operational issues. The selected firm shall proactively and actively engage with tenants to maintain consistent, effective communication. The selected firm shall also maintain a dedicated after-hours emergency contact line.

The selected firm shall report on tenant activity as part of the Monthly Property Performance Report, including:

a. All tenant inquiries received and the date/time of each inquiry.
b. Nature of each inquiry (service request, operational issue, general question).
c. All tenant complaints, including date received, issue description, and responsible party.

d. Status of complaints (open, in progress, resolved) with resolution dates and actions taken.
e. Any escalations, including reasons for escalation and parties involved.
f. After-hours emergency calls, including type of incident, response actions, and outcomes.
g. Tenant compliance status, including missed payments, lease violations, or operational non-compliance.
h. Follow-up actions required from tenants and deadlines for compliance.
i. Communication logs documenting outreach to tenants (reminders, notices, updates).
j. Summary of recurring issues affecting tenants or operations, with recommended corrective actions.
k. Coordination activities with City staff related to tenant issues or compliance.
l. Any service or maintenance requests submitted by tenants and their completion status (especially those affecting lease obligations).
m. A list of tenants requiring additional monitoring or follow-up due to ongoing issues.

4. Maintenance and Facilities Management

The selected firm shall oversee all maintenance and facility management activities for the Property, including routine and corrective maintenance, vendor coordination, and preparation of the annual capital-needs assessment and budget. This includes stewardship of the Property's overall aesthetics and ensuring that all maintenance and repair efforts contribute to a clean, safe, and inviting environment for tenants and visitors. All property maintenance and repair responsibilities, emergency procedures, and environmental compliance requirements shall follow the standards outlined in Section 2C Additional Requirements #4-6.

The selected firm shall develop, implement, and maintain a comprehensive Maintenance Management Plan that outlines policies, schedules, procedures, and performance standards for all maintenance operations. At a minimum, the plan shall include:

a. City-approved preventative maintenance schedule for all building systems, equipment, and common areas.
b. Detailed procedures for routine maintenance, inspections, and corrective repairs.
c. Protocols for emergency response, including after-hours repair procedures and communication requirements.
d. Standards for environmental compliance, fire and life safety obligations, and building code adherence.
e. A workflow for tracking maintenance requests, work orders, completion times, and vendor performance.
f. Coordination procedures with the City's Public Works Department, including alignment with maintenance standards and long-term capital project planning.

g. Requirements for maintaining the Property's overall appearance, including cleanliness, landscaping, lighting, signage, and general aesthetics.
h. Submission of an annual capital needs assessment and budget that identifies projected maintenance priorities, long-term asset preservation needs, and recommended capital improvements.

The Maintenance Management Plan shall be updated annually to ensure accuracy, efficiency, and continued alignment with City goals.

The selected firm shall report on maintenance activity as part of the Monthly Property Performance Report, providing a detailed description of all maintenance and facility management, including completed maintenance work, outstanding issues, emergency responses, and recommended corrective actions.

5. Security Management

The selected firm shall be responsible for providing and overseeing all on-site security services for the Property, including reliable after-hours coverage through a contracted security vendor or other means approved by the City. The selected firm must ensure security operations are consistently delivered in accordance with the performance standards outlined in Section 2B Scope of Work #8.

The selected firm and its on-site security personnel shall perform the following functions:

a. Conduct regular patrols, monitor cameras and alarm systems, manage access points, and serve as the first responders to any security or safety issues.
b. Verify alarms, assess situations, contact emergency services when necessary, and thoroughly document all actions taken in accordance with property management standards.
c. Coordinate with the Redondo Beach Police Department when law-enforcement involvement is required and promptly report all incidents to ensure accurate documentation, timely follow-up, and effective communication across agencies.
d. Maintain and implement a Security Management Plan for the Property, ensuring alignment with City expectations and ongoing operational needs.

The selected firm shall develop, implement, and maintain a comprehensive Security Management Plan outlining all security procedures, responsibilities, and performance standards. At a minimum, the plan shall include:

a. Clear procedures for managing building access, monitoring security systems, and handling visitor or contractor entry during regular hours.
b. Daily operational tasks including patrols, equipment checks, and routine documentation to ensure continuous awareness of building conditions.

c. Detailed steps for responding to incidents such as trespassing, vandalism, equipment failures, and safety hazards, including expectations for reporting, escalation, and communication.
d. Requirements for incident reporting as detailed in Section 2C Additional Requirements #3.
e. A clear description of the role of on-site security personnel in implementing the plan, including serving as the first point of contact for after-hours incidents and following a defined response protocol that does not default to City staff.
f. Procedures for promptly notifying the City of significant security incidents, vandalism, or recurring issues affecting tenants or the public.
g. After-hours emergency protocols, including emergency contact lists, alarm-response procedures, and directions for safely entering or securing the building.
h. Requirements for thorough incident documentation and post-event follow-up, with monthly incident reports submitted to the City.

The Security Management Plan shall be updated annually to ensure to ensure accuracy, accountability, and continued relevance to the Property's security needs.

The selected firm shall report on security activity as part of the Monthly Property Performance Report, providing a detailed summary of all security and incident-related matters, including on-site security patrol observations, recorded incidents, after-hours responses, coordination with law enforcement or emergency services, identified safety hazards, and recommended corrective or preventive actions.

6. Financial Management
The selected firm shall provide comprehensive financial management services, including budgeting, rent and income collection, financial reporting, and coordination with the City's Financial Services Department. The selected firm shall prepare and deliver all required financial components of the Monthly Property Performance Report, as described in Section 2C Additional Requirements #2.

The selected firm shall also be responsible for accounting, trust fund administration, trust account management, income collection, tenant gross sales reporting, payment of expenses, reserve account management, property tax payments, and preparation and submission of annual reporting and budget documents. All such activities shall be performed in accordance with Section 2C Additional Requirements #7-16.

7. Property Management Software Platform(s)
The selected firm shall utilize professional, industry-standard property management software platform(s) to support all operational, financial, and administrative functions. The platform(s) must be capable of managing financial

recordkeeping and accounting; tenant ledger management and payment histories; invoice processing; lease administration and tracking; document storage and retrieval; incident reporting and tracking; and maintenance ticketing and work-order management. As part of their proposal, the selected firm shall identify and describe the software platform(s) they use, including system capabilities, reporting features, cybersecurity and data-protection protocols, and the method by which the City will be provided access.

The City shall be granted full, unrestricted access to the platform(s) for the duration of the agreement. At a minimum, this access shall include:

a. Real-time financial reporting
b. Invoice-approval workflow requiring City authorization prior to payment
c. Access to all leases, tenant files, property records, and compliance-tracking tools
d. Visibility into all maintenance, incident, and operational activity.

All platform(s) must comply with applicable City cybersecurity and data-privacy policies. The selected firm shall maintain uninterrupted City access and ensure that all records remain available in accordance with public records laws.

The selected firm shall also ensure that City staff who do not have direct login access to the property management software platform(s) can receive all required reports, documents, and records in accessible formats. At a minimum, the selected firm shall provide downloadable or exportable versions of all Monthly Property Performance Reports, financial statements, operational summaries, maintenance logs, incident reports, and supporting documentation. These materials must be delivered promptly upon request and in formats that allow full review without reliance on dashboard-based system access.

The selected firm shall provide training to designated City staff at the commencement of the agreement and upon any material system changes. City access rights shall remain in effect until final accounting is complete and all records have been fully transferred to the City.

8. Performance Standards
The City will evaluate the selected firm's performance including, but not limited to, the following service objectives:

Desired Outcome	Performance Standard	Acceptable Quality Level	Review Method
Accurate, timely, and comprehensive contract deliverables	Submit all required deliverables on time, with complete and accurate content	100% of deliverables submitted within 10 days after the end of each month ≤2 corrections allowed per fiscal year	Monthly review and approval by the City
Accurate, timely, and comprehensive understanding of lease statuses	Provide monthly and fiscal-year-to-date lease reports summarizing baseline data, revenue, and key issues	Accurate, complete, and timely monthly lease activity report submitted within 10 days after the end of each month ≤2 corrections allowed per fiscal year	Monthly review and approval by the City
High leaseholder compliance with lease, CUP, and applicable laws	Ensure leaseholders meet all requirements; report violations immediately; resolve issues or escalate recalcitrant cases	≥95% compliance across all leaseholders within two (2) years All violations resolved within 30 days or referred to the City with active monitoring	Monthly review of reports and onsite inspections by the City; monthly review of internal and public complaints via email, phone, and formal City complaint systems
Strong and proactive tenant relations	Maintain consistent onsite presence, conduct property walks, engage tenants regularly, and address concerns proactively	Proactive engagement demonstrated with ≥50% of tenants each month Reflected in monthly tenant activity report submitted as part of the Monthly Property Performance Report.	Monthly review and onsite inspections by the City
Clean, well-maintained City and leaseholder facilities that remain fully operational	Ensure facilities remain functional; report issues accurately; resolve assigned issues promptly	≥85% of maintenance issues identified proactively before City or visitor complaints 100% accuracy in reporting issue status and conditions Tenant-assigned issues resolved within 30 days or escalated for City intervention	Monthly review of reporting and onsite inspections by the City; monthly review of internal and public complaints via email, phone, and City systems

Full adherence to City-approved maintenance plan	Complete scheduled tasks, proactively identify issues, document all work, and respond to needs promptly	≥95% on-time completion of all scheduled maintenance tasks	Monthly review of maintenance schedules and documentation by the City
Safe environment with low incidents and timely responses	Provide patrols, respond swiftly to incidents, document accurately, and escalate issues per procedures	Incident counts reduced from baseline Incidents identified and responded to within ten (10) minutes 100% accuracy in incident reporting	Monthly review by the City; periodic review by the Redondo Beach Police Department
Timely collection of revenues	Complete monthly revenue collection and report delinquent or partial payments	Immediate reporting of delinquencies 100% accuracy in collection accounting	Monthly review by the City
Timely and accurate payments	Ensure all payments are made promptly and accurately documented.	Zero delinquent payments 100% accuracy in payments, accounting, and reporting	Monthly review by the City
Financial records and reporting are accurate, compliant, and timely	Manage Trust Fund and subaccounts in accordance with standards	≤2 corrections allowed per fiscal year 100% GAAP compliance	Monthly review by the City; periodic audit by City staff
Fully functional, accurate, secure, and compliant software systems	Maintain full compliance with all contract-required functional, reporting, security, and accessibility features	Zero identified deficiencies 100% accuracy across dashboards, reports, and all system outputs	City review; periodic system testing

Proposers shall review Sections 2B Scope of Work and 2C Additional Requirements to understand the full scope of services included in the agreement. The City expects proposers to apply industry best practices that meet the defined scope and achieve the performance standards outlined in this RFP/Q.

9. Deliverables
The selected firm shall provide the following deliverables to the City according to the required timelines:

Deliverable	Frequency	Deadline
Transition Plan (per Section 3E Technical Proposal #7)	Initial	With proposal
Program Management Plan (per Section 3E Technical Proposal #4)	Initial, with annual updates	With proposal; within 10 days of City approved changes
Maintenance Management Plan (per Section 2B Scope of Work #4)	Initial, with annual updates	With proposal; within 10 days of City approved changes
Security Management Plan (per Section 2B Scope of Work #5)	Initial, with annual updates	With proposal; within 10 days of City approved changes
Standardized Gross Sales Reporting Plan (per Section 2C Additional Requirements #12)	Initial, with annual updates	With proposal; within 10 days of City approved changes
Monthly Property Performance Report (per Section 2C Additional Requirements #2)	Monthly	Within 10 days after the end of each month
Capital Needs Assessment and Budget	Annual	By end of April
Operating Budget	Annual	By end of April
Annual Summary Report for City Audit	Annual	By end of June
Lease Expiration Notice	As required	Within 180 days before lease expires
Reserve Account Funding Shortfall Notification (per Section 2C Additional Requirements #14)	As required	At least 14-day advance notice
Emergency Repairs Activity Report (per Section 2C Additional Requirements #5)	As required	Within 24 hours of authorizing work
Financial Transactions and Payments (per Section 2C Additional Requirements #7)	As requested	Within 24 hours or by next business day
Prepare Estoppel Certificates and SNDA Coordination	As requested	As requested
Special or Uniquely Formatted Report	As requested	As requested
Tenant Files	As requested	As requested
Transition Out Data	Upon notice of termination or scheduled end of contract	At least 10 days prior to contract termination

Timely submission of any additional reports or documentation requested by the City including, but not limited to, tenant files, lease administration documents, maintenance and work order documentation, and audit support documentation.

All deliverables shall be in a format and of content acceptable to the City, as approved by the City. Deliverables may be delivered through system access for use by City staff, but the system must be able to produce exportable reports for internal use and communication by City. Deliverables may be combined, consolidated, or added to as proposed by the winning proposer subject to approval by the City.

10. Coordination with Brokerage Services
The selected property management firm shall be responsible for ongoing administration of executed leases, including tracking lease dates and options, rent and income collection, tenant compliance, financial administration, and operational tenant relations. The selected firm shall coordinate with the City's designated real estate brokerage firm when a vacancy requires marketing or tenant acquisition, or when a new lease, renewal, amendment, or other transaction requires market analysis or negotiation of new or modified economic or business terms.

C. Additional Requirements

Proposers responding to this RFP/Q must also demonstrate the following:

1. Coordination with Designated City Departments
The selected firm shall maintain proactive and consistent coordination with designated City Departments to ensure aligned, transparent, and complaint management of all Property operations. Coordination responsibilities include, but are not limited to, the following:

   a. **Waterfront and Economic Development Department**
   The selected firm shall work closely with the Waterfront and Economic Development Department, which will serve as the primary point of contact.
   b. **Financial Services Department**
   The selected firm shall coordinate with the Financial Services Department on all financial reporting, accounting, budgeting, and audit activities. This includes monthly reporting, GAAP compliant statements, and Trust Account oversight.
   c. **Fire Department**
   The selected firm shall coordinate with the Fire Department on all fire-safety and emergency response matters, including water-side emergencies and on-site emergencies. The selected firm shall serve as a liaison during fire and safety incidents within the Property and supporting required inspections and code compliance actions.
   d. **Police Department**
   The selected firm shall coordinate with the Police Department on all security and law enforcement matters affecting the Property. This includes supporting police response to incidents, ensuring on-site security staff escalate issues requiring law enforcement involvement, and providing timely access to incident documentation.
   e. **Public Works Department**
   The selected firm shall coordinate with the Public Works Department on maintenance, repairs, capital planning, and infrastructure needs. This includes sharing maintenance records, participating in coordination meetings, and using the City provided property map to distinguish responsibilities.

2. Monthly Property Performance Report
The selected firm shall provide a Monthly Property Performance Report covering the prior month's activity for each property individually and for the Property in aggregate. Each report shall be complete, accurate, and professionally prepared. At a minimum, the Monthly Property Performance Report shall include the following:

   a. Property Operations Summary:
      - Leasing Activity, per Section 2B Scope of Work #2
      - Tenant Activity, per Section 2B Scope of Work #3
      - Maintenance Activity, per Section 2B Scope of Work #4
      - Security Activity, per Section 2B Scope of Work #5
      - Incident Activity, per Section 2C Additional Requirements #3

   b. Financial Management
      - Rent Roll
      - Balance Sheet
      - Income Statement (current month and year-to-date)
      - GAAP-compliant Cash Flow Statement
      - Operating Statements (current month and year-to-date)
      - Delinquency Report
      - Check Register with supporting documentation
      - Reconciled Bank Statement that ties directly to the Income Statement and Cash Flow Statement
      - General Ledgers
      - Reserve account activity and current balance
      - Tenant Security Deposits list with balances by tenant
      - Lease expiration schedule with status notes for all leases expiring within 24 months
      - Tenant Gross Sales Reporting summary, including percentage-rent calculations and tenant-submitted backup for all percentage-rent tenants
      - Capital and maintenance expenditures with supporting documentation
      - Trust Fund activity, per Section 2C Additional Requirements #9
      - Trust Account management activity, per Section 2C Additional Requirements #10
      - Reserve Account activity, per Section 2C Additional Requirements #14

   All financial statements included in the Monthly Property Performance Report must fully reconcile with one another. The selected firm shall designate a named, accountable point of contact responsible for ensuring the accuracy and completeness of each monthly report and for responding to inquiries from the City and the Financial Services Department within three (3) business days. Upon

request, the selected firm shall also provide reporting by component, such as by fund or by individual property, in addition to consolidated property reporting.

3. Incident Reporting

An incident is defined as any individual event, occurrence, or episode that impacts property operations. Incidents typically include unexpected, unusual, or disruptive events such as security breaches, disturbances, or maintenance-related issues.

The selected firm shall prepare and maintain an incident report that includes:

- Date and time of the incident
- Source of the incident (proactive patrol, City staff, visitor, tenant, or other)
- Response time
- Actions taken (immediate response and any required follow-up)

Incident Types:

a. **Security incidents:** include any event involving safety, security, or unauthorized activity on or around the property. These may involve transient-related issues, disturbances, suspicious behavior, trespassing, vandalism, or actions requiring intervention by security personnel or law enforcement. Security incidents should document both the nature of the event and steps taken to mitigate risk or prevent recurrence.
b. **Maintenance incidents:** include any property-related issue requiring corrective action, repair, or follow-up by maintenance staff or third-party vendors. These may involve equipment malfunctions, infrastructure failures, plumbing or electrical issues, hazards identified through inspections, or conditions affecting tenant operations or public use. Reports should capture the problem identified, corrective measures taken, timelines for completion, and any required ongoing monitoring.

The selected firm shall report on all incident activity as part of the Monthly Property Performance Report, including a complete and accurate summary of all incidents occurring during the prior month, organized by property and incident type.

4. Property Maintenance and Repair Responsibilities

Upon the City's prior written approval, the selected firm shall negotiate and administer agreements with vendors providing utilities, cleaning, maintenance, pest control, security, and other services necessary for the operation of the Property. The selected firm shall use commercially reasonable efforts to obtain labor and materials at competitive prices while maintaining all required quality standards.

The selected firm's maintenance and repair responsibilities include, but are not limited to, the following building systems, infrastructure, and common area elements within the Property:

a. **Pier Plaza:** Building systems including gas, water, electrical, internet, fire alarms, and fire sprinklers; plumbing and drainage systems; walkways, lighting, and signage; trash management; and all suites within Buildings 101–131.
b. **International Boardwalk**: Building systems including gas, electrical, plumbing, internet, exhaust hoods, and roofing; the service elevator; storage units; fire alarms and fire sprinklers; trash management; and all flower planters located on the Boardwalk.
c. **Fisherman's Wharf:** Building systems including gas, water, electrical, internet, fire alarms and fire sprinklers; plumbing and drainage systems; walkways, lighting, and signage; and trash management.
d. **Kincaid's**: Building systems including gas, water, electrical, internet, fire alarms, and fire sprinklers; plumbing and drainage systems; walkways, lighting, and signage; and trash management.
e. **Pier Parking Structure Storage Units**: Maintenance and management of all tenant storage units located on Level 2 of the Pier Parking Structure.
f. **All properties**: Comprehensive exterior and grounds maintenance across all properties, including trimming of trees and shrubs; mowing, edging, and general turf care; irrigation system monitoring, maintenance, and backflow device servicing; routine litter and debris removal; sweeping and power-washing of walkways and common areas; graffiti abatement; upkeep of planters and landscaped areas; maintenance of outdoor furniture, fixtures, fencing, railings, and other hardscape elements; replacement of damaged or vandalized signage; monitoring and reporting of trip hazards and unsafe conditions; and ensuring that all public-facing areas remain clean, safe, and visually cohesive.

The selected firm shall work closely with the City's Public Works Department to ensure consistent, coordinated, and compliant property maintenance management, facility operations, and capital planning activities. The selected firm shall promptly communicate maintenance issues, system failures, safety concerns, and emergencies to the Public Works Department, participate in regular coordination meetings, provide status updates and reporting as requested, and ensure that all maintenance records and related documentation are provided to the Public Works Department in a timely manner upon request.

The selected firm shall utilize the City-provided map included as Attachment B provided in Section 6, which identifies all properties, assets, and building systems and distinguishes those under City responsibility from those assigned to the selected firm. The City will provide updated versions of the map as needed, and the selected firm shall use the most current version when coordinating maintenance activities, inspections, and capital planning efforts.

The selected firm shall follow the City's procurement process for all maintenance and repair work. Maintenance and repair contracts under $60,000 may be

executed by the selected firm with the City's prior written approval. Contracts of $60,000 or more must comply with the City's competitive proposal requirements pursuant to Redondo Beach Municipal Code Sections 2-6.1.02 and 2-6.107.

5. Emergency Repairs
The selected firm may authorize emergency repairs without prior City approval when immediate action is required to protect public safety, maintain essential services, comply with legal requirements, or prevent significant property damage. Costs for such emergency repairs shall be deducted from the Trust Account. The selected firm shall notify the City within 24 hours of authorizing any emergency repair and provide a written report detailing the nature of the emergency, the actions taken, and the estimated cost.

6. Environmental and Water Quality Compliance
Given the Property's location within and adjacent to the California Coastal Zone and over or near coastal waters, the selected firm and all vendors shall comply with all applicable environmental and water quality requirements. These include the federal Clean Water Act, the City's MS4 Permit, the California Ocean Plan, the Porter-Cologne Water Quality Control Act, the City's stormwater pollution prevention ordinance, the California Coastal Act, and the City's Local Coastal Program. All maintenance and cleaning activities must be performed using best management practices appropriate for a coastal and over-water environment, including proper containment and collection methods for power washing, chemical application, painting, and similar activities. The selected firm shall incorporate all applicable water quality and environmental compliance requirements into every vendor agreement.

7. Records and Accounting
The selected firm shall maintain accurate, complete, and GAAP-compliant accounting records for all financial transactions related to Marina operations, including receipts, purchase orders, invoices, bank statements, checks, and deposit slips. All accounting records, financial statements, income statements, balance sheets, and related financial reports shall be provided in Microsoft Excel and in any additional formats requested by the City. The selected firm shall make all records available for City inspection within 24 hours of request (or by the next business day if the request is received outside normal business hours).

   The selected firm shall comply with all City financial policies and procedures, including requirements governing accounts outstanding over 90 days.

   a. **Itemized Receipt**: Upon request by City, the selected firm shall prepare and submit to City a complete list of all City books and records, including but not limited to, a list of all service contracts and a complete inventory of all personal property received by selected firm.
   b. **Transactions/Payments made on behalf of the City**: The selected firm shall follow the City's established procedure for payments, including the

identified level of City approval, and shall be able to provide clear and easily traceable documentation for all payments made on behalf of the City. Payment records must include invoices and proof of payment, with all tying to each other and to related financial records.

c. **Sale and Refinancing of Property**: The selected firm shall assemble, prepare, and/or consult with prospective purchasers or lenders on any due diligence related activity in connection with a potential sale or refinancing of the Property.
d. **Duties with Respect to Auditors**: The selected firm shall coordinate and interface with City approved auditors in order to generate certified financial statements for a full audit or upon City's request.
e. **Internal Controls**: The selected firm shall provide documentation to the City describing their internal controls, for example, invoice and payment approval workflow, authorization thresholds, and month-end/year-end closing processes related to the City's financial reporting. The selected firm may provide audited financial statements, if available, or other supporting documentation that would provide the City with an understanding of the selected firm's overall control environment and financial management practices.

8. Annual Reporting and Budget
The selected firm shall prepare an annual operating budget for each property for City review and approval prior to the start of each fiscal year (July 1). The selected firm shall also prepare an annual summary report and coordinate with City-approved auditors as needed to support the City's audit process.

9. Trust Fund Administration
The selected firm shall serve as Trustee of a dedicated Trust Account established by the City to receive all income generated from the Property and to disburse funds for expenses, repairs, property taxes, and management fees, and designate two authorized signatories for the account, maintain fidelity bond coverage for any unlicensed employee serving as a signatory, and remit funds to the City upon written request.

The selected firm shall report on all Trust Fund activity as part of the Monthly Property Performance Report. This reporting shall include beginning and ending balances, all deposits and withdrawals, reconciliation of account activity, reserve account status, authorized disbursements, and any City-requested transfers.

10. Trust Account Management
In the event that insufficient funds in the Trust Account arise due to the selected firm's mismanagement, the selected firm shall reimburse the City for said funds, remit ten percent (10%) interest on said funds, and pay any associated fees and expenses. Such mismanagement shall constitute a default under the agreement.

The selected firm shall include Trust Account management activity in the Monthly Property Performance Report, including identification of any account deficiencies, explanations for variances, and confirmation of compliance with all policies governing account administration.

11. Income Collection
The selected firm shall collect all rent and other charges owed to the City in accordance with tenant leases and rental agreements, ensure timely enforcement of payment obligations, and deposit all proceeds in the right account. Additionally the selected firm shall bill and collect late fees, enforce lease payment terms, maintain all security deposits in a segregated and restricted account, and provide written notice to the City upon any deposit forfeiture.

The selected firm shall include income collection activity in the Monthly Property Performance Report.

12. Tenant Gross Sales Reporting
The selected firm shall administer a standardized gross-sales reporting plan for all tenants subject to percentage-rent provisions, including requiring monthly gross-sales reports using a City-approved template, collect all required supporting documentation such as POS-generated sales summaries or sales-tax returns, conduct a monthly review and verification of tenant-submitted reports, calculate and confirm the percentage rent due based on reported gross sales and applicable lease thresholds, and ensure that all future lease templates and renewals incorporate standardized gross-sales reporting requirement and audit rights approved by the City.

The selected firm shall include monthly gross-sales summary, in the Monthly Property Performance Report, including percentage-rent calculations and tenant-submitted backup for all percentage-rent tenants.

13. Payment of Expenses
Upon the City's prior written approval, including approval provided through the property management software invoice workflow. The selected firm shall pay all operating expenses, maintenance costs, property taxes, and any other costs associated with management of the Property from the Trust Account. The selected firm cannot issue payments to subconsultants, brokers, or any third parties from the Trust Account without written authorization from the City, and no expenses can be paid without written authorization except for emergency repairs per Section 2C Additional Requirements #5.

14. Reserve Account
The selected firm shall ensure that the City's Working Capital Reserve is maintained in the Trust Account in an amount established by the City at the commencement of the agreement, and any draw on the reserve exceeding the

threshold defined in the agreement requires prior written authorization from the City.

When projected collections are insufficient to meet obligations, the selected firm shall notify the City in writing and provide a detailed explanation outlining the reason, amount, and necessity of any requested funds. This notification shall be provided no less than fourteen (14) days in advance to allow for timely City review and remittance.

The selected firm shall also report all reserve account activity and current balances in in the Monthly Property Performance Report.

15. Property Tax Payments
Upon City's written approval, the selected firm shall pay property taxes from the Trust Account. If the Trust Account has insufficient funds to pay taxes, the selected firm shall notify the City no fewer than fifteen (15) days prior to the tax installment due date, and the City shall provide the necessary funds prior to that date.

16. Accounting Upon Termination
Upon termination of the agreement, the selected firm shall close out the books, prepare a final accounting, and submit outstanding invoices to the City for payment. All remaining Trust Account funds shall be returned to the City. Except as otherwise provided herein, the selected firm's access to the Trust Account shall cease upon the effective date of termination. All property records, tenant files, lease documents, and financial records shall be transferred to the City or the City's designee within five (5) business days of the effective date of termination.

17. Additional Services
Upon City's written request, the selected firm may perform the following additional services for compensation:

a. Preparation of special or uniquely formatted reports beyond the standard monthly reporting package.
b. Attendance and/or preparation for court hearings, arbitrations, and settlement meetings other than evictions proceedings.
c. Accounting, reconciliation, or other services related to time periods preceding the commencement of the agreement.
d. Coordination with appraisers or legal counsel retained by the City to evaluate property or to support the appeal of assessed property values.

18. Additional Duties as Directed
From time to time, the City may request that the selected firm perform specific tasks beyond the standard scope of services described herein. Any such additional duty shall be authorized in advance, in writing, by the City Manager or the Waterfront and Community Services Director (or their designee). Each authorization shall specify the scope of work, and, where applicable, an estimated

or not-to-exceed number of hours, the staff member(s) assigned to the task, and the approved hourly rates included in the cost proposal. The selected firm shall not perform, and the City shall not compensate the selected firm for, any work outside the scope of the agreement without such prior written communication.

19. Representation and Authority
The selected firm shall represent the City in a professional, courteous, and responsible manner in all interactions conducted as part of the scope of work. While the selected firm may communicate, coordinate, and act on behalf of the City for purposes of project execution, the selected firm shall not possess any independent authority to make decisions, commitments, or agreements that bind the City. All recommendations, actions, or communications that could obligate the City or impact City policy, resources, or operations must receive prior review and written approval from the City.

20. Contract and Legal Limitations
Except as expressly provided herein, the selected firm shall not unilaterally enter into contracts, agreements, or leases on behalf of the City. All such agreements shall be submitted to the City for review, approval, and execution prior to any action by the selection firm. If the selected firm determines that legal assistance is necessary for any reason, the selected firm shall promptly notify the City and obtain such assistance from legal counsel retained by the City. All associated legal fees, costs, and expenses shall be paid from the Trust Account upon approval by the City.

21. Acceptance of Sample Agreement and Submission of Proposed Edits
The selected firm shall review the City's Sample Agreement included in this RFP/Q and is expected to accept the terms of the Sample Agreement. The template terms should be treated as non-negotiable. However, if the selected firm requires any modifications, exceptions, or alternative language, all proposed edits must be submitted as part of the proposal for City review with explanations for the requested modifications, with the understanding that there is no guarantee any changes will be accepted.

D. Preferred Qualifications

The City will give favorable consideration of proposers demonstrating:

- Familiarity with the California Coastal Act, the City's Local Coastal Program, and Coastal Commission requirements as they relate to waterfront commercial property operations.
- Experience managing mixed-use waterfront properties including restaurant, retail, and office tenancies.
- Prior experience managing commercial properties on behalf of a public agency or municipality, including familiarity with public records requirements, government transparency obligations, and municipal procurement and contracting processes.

- Property management software that includes an integrated GIS system capable of delivering real-time operational and asset data visualization, including lease percentages, spatial lease distribution, and geographic mapping layers such as parcels, site boundaries, floor plans, and City maintenance ownership.

SECTION 3: PROPOSAL REQUIREMENTS

Proposals must be complete, well-organized, and responsive to all requirements of this RFP/Q. Each proposal must include the following sections, clearly labeled, and presented in the order listed below.

Proposers should ensure that their submission fully addresses the scope of services, performance standards, and deliverables outlined in Sections 2B Scope of Work and 2C Additional Requirements. Elements of the proposal may be incorporated into the final agreement at the City's sole discretion. The City may refine or negotiate these components during contract development to ensure alignment with City needs and regulatory requirements. No portion of the RFP/Q shall be binding on the City unless expressly incorporated into an agreement.

Formatting Guidelines:

- All proposals must be submitted electronically in PDF format.
- All narrative sections must be formatted for standard letter-size paper with minimum 1-inch margins.
- Narrative text must use Arial, 12-pt font. Tables and graphics may use Arial, 10-pt font.
- Cost proposals may use letter-size (portrait) or 11×17 (landscape) paper, using Arial 10-pt font or larger.
- Reporting templates must use letter-size paper and Arial 12-pt font (tables/graphics may use Arial 10-pt font).

A. Cover Letter (Maximum 2 pages)

The cover letter shall identify the primary contact person and acknowledge all addenda. It shall include a statement that the proposal is valid for 90 days after the submittal deadline and must be signed by an authorized representative with authority to bind the proposer contractually.

The cover letter shall confirm the proposer has reviewed the Sample Agreement. If selected, the proposer agrees to accept the Sample Agreement unless requested modifications were submitted with the proposal and approved by the City.

B. Table of Contents

The table of contents shall be detailed, well-organized, and clearly identify all sections of the document along with their corresponding page numbers.

C. Executive Summary (Maximum 5 pages)

The executive summary shall provide a high-level overview of the proposal, not to exceed five (5) pages. It should clearly convey the proposer's understanding of the City's objectives, the scope, and the proposer's primary qualifications.

D. Proposer Qualifications, Relevant Experience, and Past Performance (Maximum 10 pages)

1. Proposer Qualifications
   Provide an overview of the proposer, including ownership structure and number of years in operations.

2. Relevant Experience

   a. Describe experience managing waterfront, marina-adjacent, and/or mixed-use coastal commercial properties.
   b. Describe experience managing commercial properties for public agencies, including familiarity with public records laws, transparency requirements, and municipal procurement processes.

3. Past Performance

   a. Summarize past performance, including at least three (3) comparable projects.
   b. Disclose any litigation, regulatory actions, settlements or contract disputes/terminations, whether on-going, dismissed or settled, within the past 5 years that are relevant to the proposed scope of work.

4. References (Up to 2 pages per reference; included within the 10-page section limit)
   Provide a minimum of three (3) references, including at least one (1) public agency client. Each reference shall include:

   a. Agency name
   b. Contact person and information
   c. Scope of services provided
   d. Contract value
   e. Managed asset value
   f. Dates of engagement

E. Technical Proposal (Maximum 100 pages)

1. Assigned Personnel

   a. Identify all personnel assigned to the City's account.
   b. Provide resumes for all assigned personnel.
   c. Identify the designated Property Manager who will serve as the City's primary day-to-day point of contact.
   d. State the percentage of time allocated to the City's portfolio.
   e. Provide proof of required professional licensure for all assigned staff.

2. Organizational Structure and Staffing Plan
   Describe how the assigned personnel would meet the performance standards outlined in Section 2B Scope of Work #8**.** At minimum, include:

a. Organizational chart identifying roles and responsibilities
b. Identification of subcontractors and their assigned roles
c. Staffing plan including hours of operation and on-site coverage
d. Approach to communications with tenants and City staff from the on-site office

3. Technical Approach
Describe overall methodology for delivering the full scope of services in Sections 2B Scope of Work and 2C Additional Requirements, and achieving the performance standards as outlined in Section 2B Scope of Work #8. The technical approach must clearly explain the proposer's conceptual strategy, innovations, and key methods for delivering high quality property management services. The technical approach shall describe:

a. The proposer's interpretation of City's objectives and performance standards
b. General methods, strategies, tools, technologies, and business practices the proposer will apply to meet the required outcomes
c. How the proposer will ensure quality assurance, responsiveness, and consistent performance across the Property
d. How risks, tenant interactions, emergency needs, and compliance requirements will be managed

4. Program Management Plan
Describe organizational, administrative, and oversight structure for executing the full scope of services, performance standards, and deliverables outlined in Sections 2B Scope of Work and 2C Additional Requirements in a Performance Management Plan (PMP). The PMP must clearly support, align with, and operationalize the Technical Approach and Proposer Generated SOW, demonstrating the proposer's ability to manage and execute work reliably and in compliance with the City's performance standards. The PMP shall:

a. Define roles and responsibilities for all personnel, teams, and functional areas involved in contract performance
b. Map each role and responsibility to the Proposer Generated SOW, explaining which position or team performs each task or process
c. Document the management processes used to plan, execute, monitor, and adjust work in each major performance area identified in Section 2B Scope of Work #8
d. Integrate and tie together all required deliverables and separate plans (e.g., Maintenance Management Plan, Security Management Plan, Monthly Property Performance Report, etc.) to show how they collectively support and achieve the required performance standards
e. Describe performance monitoring and quality assurance methods used to assess compliance with the City's performance criteria

f. Explain escalation procedures, communication protocols, and coordination mechanisms for working with City departments, tenants, and other stakeholders
g. Demonstrate continuity of operations framework that ensures uninterrupted service delivery (e.g., peak-season surges, emergency response capability, transitions of personnel or responsibilities over time)

5. Proposer Generated Statement of Work
Provide a Proposer-Generated Statement of Work (SOW) that describes in detail how the proposer will perform the work necessary to meet the City's objectives and required performance standards. The SOW shall break the work into clearly defined tasks, processes, and methods, and shall provide a comprehensive, step-by-step explanation of the specific activities the proposer will carry out to achieve all required outcomes.

6. Property Management Software
Describe the proposed property management software platform(s), including:

a. System capabilities in accordance with Section 2B Scope of Work #7
b. Reporting features and sample reports templates
c. Cybersecurity and data protection protocols
d. Methods for providing the City full, unrestricted, and real-time access
e. Methods to produce Microsoft Office compatible reports
f. Invoice approval workflow supporting City authorization prior to payment
g. Training plan for City staff

7. Transition Plan (Maximum 15 pages; excluded from the 100-page limit)
Provide a comprehensive Transition Plan detailing how the proposer will assume full management responsibilities within a 30-day transition period. The plan should include:

a. Transition timeline and milestones
b. Tenant and vendor communication strategy
c. Data and document transfer procedures
d. Software onboarding and system integration
e. Continuity of operations during transition

8. Maintenance Management Plan
Provide a Maintenance Management Plan as described in Section 2B Scope of Work #4, demonstrating how the maintenance and facilities management responsibilities and related performance standards will be met.

9. Security Management Plan
Provide a Security Management Plan as described in Section 2B Scope of Work #5, demonstrating how the security related responsibilities and related performance standards will be met.

10. Proposed Innovations (Maximum 15 pages; excluded from the 100-page limit)
    Describe any proposed innovations that improve service delivery, increase efficient, or reduce cost. Any innovation described in this section must produce a measurable benefit to the City of Redondo Beach.

F. Cost Proposal (No page limit)

The cost proposal shall reflect the full scope of services in Sections 2B Scope of Work and 2C Additional Requirements.

1. Fees
   All fees must be clearly itemized and explained

2. Fee Schedule
   An all-inclusive fee schedule should include, but not limited to:

   a. Monthly management fee
   b. Hourly rates for all personnel
   c. Software or technology expenses
   d. After hours or emergency response fees
   e. Any additional services with associated costs

G. Sample Reports (Maximum 25 pages)

Proposers shall provide:

1. A sample monthly financial report package

2. A sample maintenance logs or work order reports

3. A description of financial reporting tools used by the proposer.

4. A sample of Property Management Software platform dashboard(s)

H. Coordinated or Bundled Submission with RFP/Q #2627-002 and/or RFP/Q #2627-003 (Maximum 10 pages)

This section shall include a description only if the proposer chooses to submit a proposal in combination with the **Waterfront Real Estate Brokerage Services RFP/Q (#2627-002) and/or Marina Operations Management Services RFP/Q (#2627-003).** Proposers electing to submit coordinated or bundled proposals across multiple solicitations shall clearly identify any shared services, consolidated staffing models, or integrated operational efficiencies included in their submission. This section shall detail any impact bundling has on the submitted cost of this proposal.

SECTION 4: SELECTION CRITERIA

The City of Redondo Beach reserves the right to award to a higher value/cost proposer who provides the best overall value to the City. Past Performance elements will be weighted equally with Technical Proposal elements when determining the proposer's capability. Innovations, Bundled Submission benefits, and Preferred Experience will be evaluated independently from Proposer Qualifications, Relevant Experience, and Past Performance, and the Technical Proposal. These elements may influence the overall scoring if they demonstrate measurable value or operational benefit to the City.

A. Confidence in Meeting Performance Standards

The City will evaluate each proposal based on the degree of confidence that the Proposer will be able to meet the City's performance standards described in Section 2B Scope of Work #9**.** Evaluation will consider Proposer Qualifications, Relevant Experience and Past Performance, Technical Proposal, and Sample Reports. The City will assess whether the information submitted demonstrates the proposer's capability, capacity, and reliability to perform the required services in accordance with the City's standards

B. Preferred Qualifications

The City will give favorable consideration to proposers demonstrating the Preferred Qualifications listed in Section 2D Preferred Qualifications.

C. Proposed Innovations

The City will give favorable consideration to proposed innovations that provide measurable benefits to the City and improve the effectiveness, efficiency, or quality of Property Management Services.

D. Completeness and Compliance

The City may reject any proposal that is incomplete or non-compliant. If a proposal is accepted despite missing information, those omissions may lead to lower evaluation scores. At its discretion, the City may also request clarifications or revisions to address issues of compliance or completeness.

E. Cost Proposal

The City will evaluate the Cost Proposal to determine whether the proposed pricing is reasonable compared to similar government contracts, realistic for delivering the full scope of services in Sections 2B Scope of Work and 2C Additional Requirements, and aligned with achieving the performance standards described in Section 2B Scope of Work #9.

SECTION 5: SAMPLE AGREEMENT

CITY MAY MODIFY THIS TEMPLATE AT ANY TIME, IN ITS SOLE DISCRETION

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 [Type of Entity] ("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.

DRAFT TEMPLATE

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 five (5) 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, or another City official having such authority under applicable City policy, 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 11/2 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; Correction of Work. Contractor warrants that all products, equipment, materials, services, deliverables, and work provided under this Agreement shall:

    a. be delivered with good title, free of liens, claims, and encumbrances;
    b. conform to all requirements of this Agreement;
    c. be new and of good quality, unless otherwise expressly approved by the City in writing;
    d. be free from defects in design, materials, manufacture, fabrication, installation, and workmanship; and

e. be fit and suitable for their intended purpose.

Unless a longer warranty period is specified in this Agreement or provided by an applicable manufacturer, supplier, subcontractor, or other third party, the warranties in this Section shall remain in effect for one (1) year from the latest of the date of delivery, completion of the applicable services or work, installation and operational testing, if applicable, or acceptance by the City. The City's inspection, testing, use, payment, or acceptance of any product, service, deliverable, or work shall not waive any warranty or relieve Contractor of any obligation under this Section.

Consumable items shall be warranted for thirty (30) days from the date of delivery or acceptance by the City, whichever is later. For purposes of this Section, "consumable items" means items intended to be routinely consumed, depleted, or replaced through normal use, such as disposable filters, fluids, and replaceable lamps. Consumable items do not include installed equipment, batteries, electrical or lighting components or assemblies, finishes, graphics, manufactured or fabricated components, or any other item intended to remain in service as part of the completed product or work.

If, during the applicable warranty period, the City determines that any product, equipment, material, service, deliverable, or work is defective or nonconforming, Contractor shall, upon the City's written notice and at Contractor's sole cost and expense, promptly repair, correct, remove, replace, or reperform the defective or nonconforming product, service, deliverable, or work. Contractor's obligations shall include all labor, professional services, supervision, materials, equipment, testing, transportation, removal, disposal, reinstallation, restoration, and other costs necessary to provide fully conforming products, services, deliverables, and work.

If Contractor fails to begin and diligently complete the required correction within the time specified by the City, or immediately when necessary to protect persons or property or prevent interruption of City operations, the City may correct, replace, or reperform the defective or nonconforming product, service, deliverable, or work itself or through others. Contractor shall reimburse the City for all costs and expenses incurred by the City.

Any repaired, corrected, replaced, or reperformed product, service, deliverable, or work shall be warranted for one (1) year from the date the repair, correction, replacement, or reperformance is completed and accepted by the City, or for the remainder of the original warranty period, whichever is longer.

Contractor shall obtain and pass through to the City all applicable manufacturer, supplier, subcontractor, and other third-party warranties, together with all documentation reasonably necessary for the City to enforce those warranties.

Third-party warranties are in addition to, and shall not limit, reduce, replace, or condition, Contractor's obligations under this Section.

Nothing in this Section shall limit Contractor's obligation to correct, replace, or reperform defective or nonconforming products, services, deliverables, or work or Contractor's indemnity obligations under Section 14. The warranties, obligations, and remedies set forth in this Section are cumulative and are in addition to all other rights and remedies available to the City under this Agreement or applicable law.

The warranties and obligations set forth in this Section shall survive completion, acceptance, payment, termination, and 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 warranties.

34. Severability. 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.

37. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one agreement. Signatures transmitted electronically or executed by electronic signature shall have the same force and effect as original signatures.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this ____ day of _____, 202__.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

_____,
a [Type of Entity]

By: _____
Name:_____
Title: _____

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION/SCOPE OF SERVICES

A. **PROJECT OVERVIEW**
Provide a concise description of the project and its purpose.

B. **SCOPE OF WORK**
Describe the services the Contractor/Consultant is responsible for performing and providing to the City. This section should clearly define the boundaries of the work.

C. **TASKS AND ACTIVITIES**
List the specific tasks the Contractor/Consultant is required to perform. Tasks should be actionable and measurable.

D. **DELIVERABLES**
Identify all deliverables the Contractor/Consultant must provide to the City. Include descriptions and due dates.

E. **PROJECT SCHEDULE**
List key dates and milestones required by the City. Include due dates.

F. **PERFORMANCE REQUIREMENTS**
Define the standards the Contractor/Consultant must meet to satisfy City expectations. Include any required compliance with City policies, municipal code, state/federal regulations, or industry standards.

G. **REPORTING REQUIREMENTS**
Specify the reporting obligations required by the City, if applicable Include frequency and reporting expectations.

H. **ROLES AND RESPONSIBILITIES**
Clarify who is responsible for what. List Contractor/Consultant responsibilities and City responsibilities.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on Click or tap to enter a date and shall continue through Click or tap to enter a date unless otherwise terminated as herein provided.

PERFORMANCE SCHEDULE

List the schedule by which the Contractor/Consultant shall complete all tasks, activities, and deliverables identified in Exhibit A.

RENEWAL

☐ Discretionary Renewal: This Agreement may be renewed for subsequent one-year term(s) subject to the same terms and conditions contained herein, at the sole discretion of the City, provided the City's Enter Department Head Title submits written notice of renewal to the Select Contractor/Consultant at least fifteen (15) days prior to the expiration of the then-current term. In no event shall the duration of this Agreement continue beyond Enter # years from the commencement date unless both parties execute a written amendment.

☐ Auto Renewal: This Agreement shall automatically renew for subsequent one-year terms, up to a maximum of Enter # years (each a "Renewal Term") subject to the same terms and conditions contained herein, unless City provides written notice of nonrenewal at least fifteen (15) days prior to the expiration of the current term. Such written notice of nonrenewal shall be deemed valid if executed by the City's Enter Department Head Title. The total duration of the Agreement, including renewals, shall not continue beyond Click or tap to enter a date.

EXHIBIT "C"

COMPENSATION

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

A. **AMOUNT**

Select Contractor/Consultant shall be paid as follows:

☐ Fixed Fee of $Enter $ amount

☐ Select Contractor/Consultant costs plus fixed fee (attach cost schedule).

☐ Annual fee of $Enter $ amount

☐ Monthly amount of $Enter $ amount

☐ Quarterly amount of $Enter $ amount

☐ Hourly rate of $Enter $ amount

☐ Hourly rate of $Enter $ amount plus the cost of Select Contractor/Consultant materials.

☐ Other, please describe. Attach additional sheets if necessary.
Click or tap here to enter text

B. **REIMBURSABLE EXPENSES**

☐ Not applicable

In addition to the above fees, Select Contractor/Consultant shall be reimbursed for reasonable and necessary out-of-pocket expenses incurred in connection with the performance of services under this Agreement. Out-of-pocket expenses are subject to the following conditions:

1. Approval for Expenses Over $Enter $ amount: Select Contractor/Consultant shall obtain prior written approval from the City for any out-of-pocket expense exceeding $Enter $ amount. The City reserves the right to withhold reimbursement for any expense deemed unreasonable, unnecessary, or not properly substantiated.
2. Approval for Expense Cap: The maximum reimbursement for out-of-pocket expenses shall not exceed $Enter $ amount.
3. Documentation: Select Contractor/Consultant shall submit receipts and documentation for all reimbursable expenses as part of the invoice.
4. Types of Reimbursable Expenses. Reimbursable expenses shall include Click or tap here to enter text

C. **NOT TO EXCEED AMOUNT**

In no event shall the total amount paid to the Select Contractor/Consultant, including reimbursable expenses, exceed $Enter $ amount during the term of this Agreement and any amendments hereto.

☐ **CONTINGENCY**

In the event that unforeseen conditions or circumstances arise in connection with the services described in Exhibit "A," including but not limited to Describe applicable scenarios, and additional or modified work is authorized by written change order pursuant to General Provisions Section 7 of the Agreement, the Select Contractor/Consultant shall notify the City and submit a written estimate for any proposed additional work.

D. **METHOD OF PAYMENT**

Select Contractor/Consultant shall submit a(n) Indicate payment schedule frequency (e.g., annual, quarterly, monthly, single invoice for services performed Indicate payment schedule (e.g., in the prior year, prior month, after services have been completed, after completion of project milestones. Each invoice shall indicate the dates of service, description of services performed, staff title, hourly rate, number of hours worked, task number, location of the service, description of parts or hardware, quantity, unit cost, corresponding amount, the total amount, and, if applicable, the cost of City preapproved subcontractors plus markup, and any reimbursable expenses.

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. Select Contractor/Consultant may be required to provide backup material upon request.

☐ **FOR TASK-BASED SERVICES**

For services that are only partially completed within a month (or billing period), the City will make prorated payments based on the percentage of completion, as reasonably determined by the City in consultation with the Select Contractor/Consultant. The percentage of completion is calculated as the value of satisfactorily completed work (measured by deliverables, progress reports, or other agreed upon metrics) divided by the total value of the task. The Select Contractor/Consultant must provide supporting documentation, which may include time logs, progress updates, or partial deliverables. Any remaining balance is payable upon full completion of the task and approval by the City in accordance with Section E (Schedule for Payment) of this Agreement.

E. **SCHEDULE FOR PAYMENT**

☐ The City will make full payment by Click or tap to enter a date, provided the work has been completed to the City's reasonable satisfaction.

☐ The City will make full payment within 45 days after the services are completed to the City's reasonable satisfaction.

☐ The City will make Enter # equal monthly installments provided the work is proceeding to the City's reasonable satisfaction.

☐ The City will pay within 45 days of receiving the Indicate payment schedule frequency (e.g., annual, quarterly, monthly, single invoice. Payments shall not exceed $Enter $ amount per task.

☐ The City will make Enter # equal quarterly installments, provided the work is proceeding to the City's reasonable satisfaction.

☐ The City will make payments at the end of phases as detailed in the attached additional sheets, if necessary.

☐ Other. Click or tap here to enter text. Attach additional sheets if necessary

☐ **RIGHT TO WITHHOLD AMOUNTS**

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.

F. **NOTICE**

Written notices to City and Select Contractor/Consultant shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: Enter Contractor/Consultant Business Name
Enter Contractor/Consultant Full Address
Attention: Enter Contractor/Consultant Full Name
Email: Enter Contractor/Consultant Email Address

City: City of Redondo Beach
Enter Department Name
Enter City Address
Attention: Enter City Contact Name
Email: Enter Contact Email

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no “bounce-back” or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

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

Risk Management

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

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement 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.

SECTION 6: ATTACHMENTS

A. Property Map

B. City and Property Management Asset Map

N. T. S.

Lease Operator

Lease Operator - Boardwalk Level

Pier/Harbor Lessees					
1	California Surf Club	239 N. Harbor Drive	7	Kincaid's	500 Fishermans Wharf
2	California Surf Club North Grill	245 N. Harbor Drive	8	Marina Parking Lot	
3	Captain Kidd's	209 N. Harbor Drive	9	Pier Plaza	103 to 131 W. Torrance Blvd
4	Fishermans Wharf	200 to 250 Fishermans Wharf	10	R/10 Social House	179 N. Harbor Drive
5	Foss Maritime Company	161 N. Harbor Drive	11	Redondo Beach Marina Office	181 N. Harbor Drive
6	International Boardwalk	100 S. to 164 N. International Boardwalk	12	Riviera Mexican Cantina	207 N. Harbor Drive

Attachment A: Property Map

REDONDO BEACH

Printed: 8/5/2026

N. T. S.

Areas of Responsibility

- City of Redondo Beach
- Lease Operator
- Lease Operator - Boardwalk Level
- Lease Operation *NOT IN CONTRACT*

- Area Lighting - City Maintained
- Elevator - City Maintained (3)
- Elevator - Lessee Maintained (1)
- Restroom- City Maintained

Pier/ Harbor Areas of Responsibility

Attachment B: City and Property Management Asset Map

REDONDO BEACH

Printed: 8/5/2026