

CITY OF MANHATTAN BEACH EMERGENCY PROCUREMENT

LOT 3 PARKING STRUCTURE EMERGENCY DEMOLITION

SEPTEMBER 2024



**CITY OF MANHATTAN BEACH
PUBLIC WORKS DEPARTMENT
JEFF FIJALKA
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CA 90266**

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PROJECT DESCRIPTION

The City-owned Lot 3 Parking Structure is located at 1155 Morningside Drive, Manhattan Beach, CA 90266. The structure is roughly rectangular in plan with two elevated levels and one level on grade. It provides 53,050 square feet of parking area and approximately 145 parking spaces. The overall dimensions of the structure are approximately 100-feet by 170-feet. The structure was constructed in 1971 and was in operation until July 2024 when the City permanently closed the facility due to concerns relating to advanced deterioration of structural members and inadequacies of the structure's seismic resisting systems. The City is now soliciting proposals from qualified contractors to demolish the structure.

Lot 3 is located within the downtown business district and is surrounded by shops, restaurants, offices, beachgoers, and pier visitors. Additionally, a weekly Farmer's Market is held approximately one block away from the structure every Tuesday. Frequent trash pickup, business deliveries, and pedestrian and vehicle traffic are expected.

To lessen the parking impact on the City's downtown area while demolition activities are underway, vehicles owned by the Demolition Contractor, as well as personal vehicles belonging to the Contractor's employees will not be permitted within the downtown area. The City will specify an alternate parking location within the City and the Contractor shall arrange for carpooling accordingly. Work vehicles may be parked within the Contractor's enclosed work area.

SCOPE OF WORK.

This project entails complete emergency demolition of Parking Structure Lot 3. This includes, but is not limited to, demolition, hauling, and disposal of structural concrete flat slabs, steel beams, girders, and miscellaneous appurtenant electrical equipment and signage. The masonry wall at the westerly edge of the structure shall be reduced to a height of 42" above the highest adjacent grade, and the footing for this wall will remain in place. All other footings indicated on the as-built drawings shall be excavated and removed. Additionally, existing curb and gutter along the north and east property lines may remain in place, however adjacent sidewalks will be removed the Contractor. After removal off all footings and floor slab, the Contractor shall establish a level grade approximately 9" below the top of adjacent perimeter concrete.

The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer. Time for completion of the Work will be **40 total Working Days** from the date specified in the Notice to Proceed with Construction.

The 2024 edition of "Standard Specifications for Public Works Construction", as amended by the Contract Documents, is incorporated into the Contract Documents by this reference, unless otherwise noted.

Refer to the bid schedule for bid item descriptions.

WORKING DAYS AND HOURS

Unless otherwise authorized by the City Engineer:

- a) The Contractor shall perform all Work between the hours of **6:30 a.m. and 6:00 p.m.**, Monday through Friday.
- b) No Work will be allowed on Saturday, Sunday, or City holidays listed on the City's website, unless

authorized by the City Engineer. If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed, and if a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed.

- c) No Work will be allowed on any election or special election day that may be declared within a 300-foot radius of any voting location or in any location that will disturb access to any voting location, as determined and directed by the City Engineer. If the Work is within the 300-foot radius or disturbs access to any voting location, as determined by the City Engineer, a time extension of one Working Day will be granted for each such Day that Work cannot be performed.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work.” The selected Bidder (Contractor) and any Subcontractors shall 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. The Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

BONDS. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney.

LICENSES. Each Bidder shall possess a valid Class C21 Contractor’s license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award.

BIDDING. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

DISCREPANCIES IN BIDS. The unit prices for each Bid Item shall be properly entered in the Bid Schedule. Each Bidder shall set forth as to each item of Work, a unit or line item Bid amount for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the line total set forth for the item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or if the unit price is the same amount as the entry in the “Line Total” column, then the amount set forth in the “Line Total” column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the “Line Item” column shall be the unit price.
- (2) As to unit price items, the amount set forth in the “Line Item” column shall be divided by the estimated quantity for the item set forth in the Bid documents, and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS. In evaluating Bidder responsibility, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the performance of the Project. Each Bidder shall set forth in the designated area of the Bid form a statement of its experience. No Contract will be executed with a Bidder that is not licensed and registered with the DIR in accordance with State law, and with any applicable specific licensing requirements specified in these Contract Documents. These licensing and registration requirements for Contractors shall also apply to all Subcontractors.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS. The Bidder, at its sole cost and expense, is required to carefully examine the Contract Documents and the Project site to become fully acquainted with the conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the site shall not relieve such Bidder from any obligation relating to the Bid, the Contract, or the Work required under the Contract Documents. The City assumes no responsibility or liability to any Bidder for, nor shall the City be bound by, any understandings, oral representations or oral agreements of the City's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract. By submitting a Bid, Bidder represents: (1) that Bidder has read and understands the Contract Documents; (2) the Bid is made in compliance with the Contract Documents and is based upon the labor, materials, equipment, and systems required by the Contract Documents; (3) that Bidder understands that all labor, materials, equipment, and systems to be furnished for the Work shall be furnished for the prices bid; (4) that it has visited the Project site, familiarized itself with the local conditions under which the Work is to be performed; (5) that it is fully experienced, qualified and competent to perform the Work set forth in the Contract Documents; (6) that it shall not damage or endanger and shall preserve and protect adjacent properties; (7) that it is properly equipped, organized, and financed to perform the Work; (8) that it is properly permitted and licensed by the California Contractors State Licensing Board to perform the Work; (9) that it has familiarized itself with all conditions bearing upon transportation, disposal, handling, and storage of materials; (10) that it has familiarized itself with the availability of labor, water, electric power, and roads; (11) that it has familiarized itself with uncertainties of weather, or similar physical conditions at the Project site; (12) that it has familiarized itself with the character of equipment and facilities needed preliminary to and during performance of the Work; (13) that it has familiarized itself with the staging and material storage constraints of the Project site and surrounding buildings and will confine its staging and storage operations to approved areas; and (14) that it will coordinate its construction activities with the other contractors performing work on the Project site, if any, including, but not limited to, any separate contractor retained by the City.

No information derived from an inspection of records or investigation will in any way relieve the Contractor from its obligations under the Contract Documents nor entitle the Contractor to any additional compensation. The Contractor shall not make any claim against the City based upon ignorance or misunderstanding of any condition of the Project site or of the requirements set forth in the Contract Documents. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items. Bidders assume all risks in connection with performance of the Work in accordance with the Contract Documents, regardless of actual conditions encountered, and waive and release the City with respect to any and all claims and liabilities in connection therewith, to the extent permitted by law.

The omission of any portion or item of Work from the Bid that is reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

DISQUALIFICATION OF BIDDERS. No Person shall be allowed to make, file or be interested in


more than one Bid for the Project. A Person that has submitted a sub-bid to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from making a prime Bid. If there is a reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

AWARD OF CONTRACT. The City reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding. **The Contract award will be made under emergency procurement procedures per Section 22035 of the Public Contract Code.**

INSURANCE AND BONDS. The Contractor shall not begin Work until it has given the City evidence of all required insurance coverage (including all additional insured endorsements), a Bond guaranteeing the Contractor's faithful performance of the Contract, and a Bond securing the payment of claims for labor and materials. Where a Contractor has entered into an agreement with a Professional Employment Organization (PEO) to provide human resources, workers' compensation insurance, or other benefits to the Contractor's employees, the Contractor must also submit the agreement with the PEO for review by the City.

INTERPRETATION OF CONTRACT DOCUMENTS. Any Bidder that is in doubt as to the intended meaning of any part of the Contract Documents, or that finds discrepancies in or omissions from the Contract Documents, may submit to the City Engineer a written request for an interpretation or correction. Requests for clarification received after bid submission will be disregarded.

TAXES. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, State or local authorities on materials used or furnished by the Contractor in performing the Work shall be paid by the Contractor. The Bidder shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in computing the Bid.

By:  Jeff Fijalka for
Katherine Doherty, City Engineer

September 9, 2024
Date

CITY OF MANHATTAN BEACH**BID SCHEDULE FOR****Lot 3 Parking Structure Emergency Demolition**

Bidder's Name: American Wrecking Inc.

Bidder's Address: 2459 Lee Ave., So. El Monte, CA 91733

The undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

A list of bid item descriptions is provided following the bid schedules.

Base Bid Items as Follows:

BASE BID SCHEDULE:

ITEM NO.	CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1	%	Mobilization (10% maximum of Total Bid Price)	LS	1		\$13,098
2	%	Stormwater Control, BMPs, and NPDES Compliance	LS	1		\$ 1,465
3	%	Traffic Control	LS	1		\$ 2,000
4	%	Custom Built Pedestrian Canopy (Minimum 8' Wide)	LS	1		\$ 21,000
5	%	Parking Structure Demolition	LS	1		\$132,437
6	%	Special Project Site Maintenance and Public Convenience and Safety	LS	1	\$20,000	\$20,000
7	S, C	Asbestos and Lead Abatement	LS	1		\$48,887
TOTAL BASE BID SCHEDULE:						\$ 238,887

Bid Item Descriptions: (In order of bid items)

- 1) Mobilization (10% maximum of Total Bid Price): Work under this item shall include, but not be limited to, all labor, tools, equipment and material costs for preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, construction yards, sanitary facilities, and any other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site, as well as the related demobilization costs anticipated at the completion of the project. Refer to the Standard Specifications for Public Works Construction "Greenbook" for information regarding staging and storage. The cost of all bonds and insurance policies, including premiums and incidentals, shall be included in Mobilization. No additional compensation will be allowed for additional mobilizations required, including but not limited to, extra work, or delays discovered during construction operations.
- 2) Stormwater Control, BMPs, and NPDES Compliance: Work under this item shall include, but not be limited to, all labor, tools, equipment and material costs for stormwater pollution control, best management practices, and water pollution control plans as noted in Standard Specifications for Public Works Construction "Greenbook" Worksite Maintenance.
- 3) Traffic Control: Work under this item shall include, but not be limited to, all labor, tools, equipment and material costs for vehicular and pedestrian traffic controls, traffic control plans, placement, removal, storage, relocation, revisions, incidentals, maintenance of vehicular and pedestrian access, detours, street closures, disposal, and replacement of components of traffic control including channelizers (surface mounted), temporary railing (Type K) markers, delineators, temporary striping and pavement marking, barricades, portable flashing beacons, flashing arrow signs, portable changeable message signs in accordance with the latest Standard Specifications for Public Works Construction "Greenbook" Part 6 Temporary Traffic Control, latest California Manual on Uniform Traffic Control Devices "MUTCD", latest Work Area Traffic Control Handbook "WATCH", and as directed by the Engineer, and no additional compensation will be allowed therefor. Nothing in the Special Provisions shall be construed as relieving the Contractor from his or her responsibility to provide for the safety and convenience of traffic and the public during construction.
- 4) Custom Built Pedestrian Canopy (Minimum 8' Wide): Custom built pedestrian safety canopy shall provide protected access for pedestrians and trash collection along the full length of Lot 3 at Center Place, at approximately 190 feet. Material shall be made of high strength materials designed to provide maximum protection for pedestrians from falling debris, heavy loads, and other construction and weather hazards. This canopy is essential for ensuring safety around the construction site and the required egress from adjacent properties and shall be routinely inspected by the Contractor. All local and federal safety regulations, including OSHA standards, must be met. The canopy shall have integrated lighting for nighttime visibility, signage for pedestrian guidance, and side panels for additional protection. The contractor shall provide all professional engineer stamped and signed scaffolding drawings, details, and calculation for the City's review and approval prior to installation.
- 5) Parking Structure Demolition: Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for the complete demolition, dust mitigation, hauling, and disposal of the existing parking structure, including all above and necessary below ground components, concrete flat slabs, steel beams, and girders foundations, and associated utilities to create a roughly graded flat finish surface. All demolition debris shall be disposed of according to an approved Construction and Demolition Waste Management Plan. Refer to

Section 9 of the General Provisions for additional information.

- 6) Special Project Site Maintenance (Only as Directed By City): To maintain good public relations, the City may deem it necessary to require special Project site maintenance, public convenience, safety actions, and work to be performed by the Contractor. These actions and work shall be as directed by the Engineer in writing, and payment for compliance therewith shall be on a cost plus basis for extra work per Section 7-4 of the Standard Specifications for Public Works Construction and applied against the not-to-exceed bid item for "Special Project Site Maintenance and Public Convenience and Safety."
- 7) Asbestos and Lead Abatement: After the bid submittal deadline, the City obtained information on changed conditions that were unforeseen and relate to asbestos and lead-based paint. As a result of the emergency, immediate removal of those materials is necessary and warrant a revision to the Scope of Work and Contract price. Therefore, work under this item shall include, but not be limited to, all labor, tools, equipment, material, reports, and administrative costs for the complete abatement, removal, hauling, and disposal for asbestos and lead abatement noted in the survey performed by Patriot Environmental Laboratory Services, Inc., in Appendix III and IV. Work shall be performed by licensed and certified crews in compliance with all City, County, State, and Federal Regulations.

Assumptions and Exclusions:

- City will pay for all necessary permits
- City will provide water
- Project is to be completed in a one move-in continuous operation
- A 12th Street closure along the northern boundary of Lot 3 may be made available for staging
- Locating and disconnecting utilities is not included
- All salvageable items will be removed by the City prior to start

NOTES:

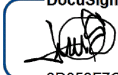
- 1) In the CODE column (S) denotes a specialty item, (%) denotes progress payments for that lump sum item will be allowed based on the percentage of completion in each pay period, and (C) denotes payments will be made after the completion of the lump sum item.
- 2) In the UNIT column (LS) denotes a lump sum item.
- 3) For lump sum items, see Note 1 and 2. The Bid Price shall include, but not limited to, sales tax and all other applicable taxes and fees.

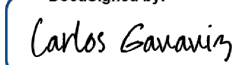
TOTAL BID PRICE IN DIGITS: \$ 238,887

TOTAL BID PRICE IN WORDS: Two hundred thirty-eight thousand, eight hundred eighty-seven dollars

The bidder certifies to have a minimum of three consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The bidder also certifies to be properly licensed by the State as a contractor to perform this type of Work and possesses a California Contractor's License

Number 685192, Class C21, which expires on 03-31-2026.

DocuSigned by:

Signature: _____ Title: Vice President Date: 10/17/2024
8D050F7CF0524FB...

DocuSigned by:

Signature: _____ Title: CFO Date: 10/17/2024
0428E28B48FF4BF...

BIDDER'S PROPOSAL – CONTRACTOR'S STATEMENT

Lot 3 Parking Structure Emergency Demolition

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: American Wrecking, Inc.
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
N/A
- (3) Business Address: 2459 Lee Avenue., So. El Monte, CA 91733
- (4) Telephone: (626) 350-8303 Email: edwin@americanwreckinginc.com
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: Corporation
- (6) Corporation organized under the laws of the State of: California
- (7) California State Contractor's License Number and Class: 685192 - C21 B ASB C22
Original Date Issued: 03-14-1994 Expiration Date: 03-31-2026
- (8) DIR Contractor Registration Number: 1000405419
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
Edwin Garcia
- (10) Number of years' experience the company has as a contractor in construction work: 35
- (11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this Bid:

<u>Jose Luis Galaviz - President</u>	<u>(626) 350-8303</u>	<u>2459 Lee Avenue., So. El Monte, CA 91733</u>
<u>Juan G. Galaviz - Vice President</u>	<u>(626) 350-8303</u>	<u>2459 Lee Avenue., So. El Monte, CA 91733</u>
<u>Carlos Galaviz - CFO</u>	<u>(626) 350-8303</u>	<u>2459 Lee Avenue., So. El Monte, CA 91733</u>
- (12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:
N/A

- (13) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

- (14) For all arbitrations, claims, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five years:

- a. List the names, addresses and telephone numbers of contact persons for the parties:

N/A

- b. Briefly summarize the parties' claims and defenses:

N/A

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

- (15) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

None / NA

- (16) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

None / NA

- (17) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

None / NA

- (18) For projects that the company or any principal having an interest in this Bid has been involved with in the last five years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes ☐ No ☒
- b. By the owner against you? Circle one: Yes ☐ No ☒
- c. By any agency or individual Yes ☐ No ☒
- d. By any outside agency or individual for labor compliance?
Circle one: Yes ☐ No ☒
- e. By Subcontractors? Circle one: Yes ☐ No ☒
- f. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes ☐ No ☒

If your answer is "yes" to any part or parts of this question, explain.

N/A

- (19) Has the company or any of its principals ever been debarred by any agencies? Is yes, please explain.

N/A

(20) For all public agency projects in excess of \$15,000.00 that you are currently working on or have worked on in the past two years, provide the following information:

Project 1 Name/Number Perris High School - Pool Project

Project Description Demo of Pool and Site Demolition

Approximate Construction Dates From: 06-23-2024 To: 7/30/2024

Agency Name: Perris Union HSD c/o Miller Construction

Contact Person: Ruben Acosta **Telephone:** (909) 484-1009

Address: 8447 Maple Place, Rancho Cucamonga CA 91730

Original Contract Amount: \$ 177,000.00 **Final Contract Amount:** \$ 177,000.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

Did any individual file any claims against you or any Subcontractor? Circle one: Yes ☐ No ☒

Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 2 Name/Number Glen Helen Park Restroom Replacement

Project Description Complete abatement, Demo and replace three (3) restrooms located at small lake, playground and Meadowlark

Approximate Construction Date From: 11/1/2022 To: 12/16/2022

Agency Name: San Bernardino County

Contact Person: Elsy Banks **Telephone:** (909) 677-7950

Address: 432 W. Meats Ave

Original Contract Amount: \$ 133,000.00 **Final Contract Amount:** \$ 133,000.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

Did any individual file any claims against you or any Subcontractor? Circle one: Yes ☐ No ☒

Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 3 Name/Number Paloma Valley High School - Demolition Project

Project Description Demolition

Approximate Construction Dates From: 7/5/2022 To: 8/5/2022

Agency Name: Perris Union HSD c/o Miller Construction

Contact Person: Ruben Acosta **Telephone:** (909) 484-1009

Address: 8447 Maple Place, Rancho Cucamonga CA 91730

Original Contract Amount: \$ 175,700.00 **Final Contract Amount:** \$ 175,700.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

Did any individual file any claims against you or any Subcontractor? Circle one: Yes ☐ No ☒

Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 4 Name/Number La Serna Highs School Pool Replacement

Project Description Demolition of pool with walls and floor, trees canopy and below grade water storage tank and haul away resulting debris, concrete and asphalt.

Approximate Construction Dates From: 7/19/2023 To: 9/30/2023

Agency Name: Whittier Unified Schol District c/o Miller Construction

Contact Person: Robert Tichy Telephone: (909) 484-1009

Address: 8447 Maple Place, Rancho Cucamonga CA 91730

Original Contract Amount: \$ 115,000.00 Final Contract Amount: \$ 115,000.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).
N/A

Did any individual file any claims against you or any Subcontractor? Circle one: Yes ☐ No ☒

Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.
N/A

Project 5 Name/Number Metro at Florence Apartments

Project Description Demolition of building inc. slabs and foundations and asphalt pavement

Approximate Construction Dates From: 02-16-2024 To: 03-31-2024

Agency Name: MetFlo LP c/o Meta Development LLC - Westport Construction

Contact Person: Robert Dauth Telephone: (626) 447-2448

Address: 125 W. Maple Ave., Monrovia CA 91016

Original Contract Amount: \$ 117,900.00 Final Contract Amount: \$ 117,900.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).
N/A

Did any individual file any claims against you or any Subcontractor? Circle one: Yes ☐ No ☒

Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 6 Name/Number SAS-2200 Santa Angelina Senior Project

Project Description Demolition of existing classroom building and cafeteria building inc. trees & asphalt curb and gutter

Approximate Construction Dates From: 11/21/2022 To: 12/28/2022

Agency Name: NCR of CA

Contact Person: Scott Bricker **Telephone:** (909) 483-2444

Address: 9421 Haven Ave, Rancho Cucamonga CA 91730

Original Contract Amount: \$ 172,195.00 **Final Contract Amount:** \$ 201,823.50

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Additional trees; Asbestos testing & Procedure 5

Did any individual file any claims against you or any Subcontractor? Circle one: Yes ☐ No ☒

Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

[Continue to Next Page]

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

Urban Runoff Certification. The Bidder certifies to the City that he/she has trained his/her employees and Subcontractors, if any, for Urban Runoff management and has included sufficient sums in the Bid Price to cover such costs of training as stipulated in the most current Regional Water Quality Control Board requirements, including the Municipal Separate Storm Sewer System National Pollutant Discharge Elimination System (NPDES) Permit. The Contractor is responsible for all clean up and payment of all fines levied as a result of any illegal discharge (as defined in NPDES permit) occurring as a result of the Contractor's Work and/or operations.

I, the undersigned, certify and declare that I have read all the foregoing answers to the Bidder's Proposal – Contractor's Statement and know their contents. The matters stated in the Bidder's Proposal – Contractor's Statement answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.

Company

Signature:  _____

Name: Juan G. Galaviz

Title: Vice President

Date: September 18, 2024

Signature:  _____

Name: Carlos Galaviz

Title: CFO

Date: September 18, 2024

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

Lot 3 Parking Structure Emergency Demolition

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the Contractor's total Bid or \$10,000.00, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
Claypool Frank Concrete Cutting Inc	938332	1000001008	20515 Fuero Dr, Walnut CA 91789	Concrete Cutting	6.63%
CSI Scaffolding	835630	1000001499	14928 S. Maple Ave, Gardena CA 90248	Scaffolding	11.05%
Force Environmental, Inc.	867264	1000031987	12288 Rancho Heights Rd, Pala CA 92059	Asbestos and Lead Abatement	20%

17.68%

*The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

Lot 3 Parking Structure Emergency Demolition

The undersigned declares:

I am the CFO of Amerian Wrecking, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/18/2024 [date], at South El Monte [city], California [state].

Signature: _____



Printed Name: Juan G. Galaviz

Signature: _____



Printed Name: Carlos Galaviz

Date: _____

September 29, 2024

Date: _____

September 29, 2024



**CITY OF MANHATTAN BEACH PUBLIC WORKS
ENGINEERING DIVISION**

3621 Bell Avenue, Manhattan Beach, CA 90266

WEBSITE: www.citymb.info **PHONE:** (310) 802-5353 **FAX:** (310) 802-5351 **TDD:** (310) 546-3501

CITY OF MANHATTAN BEACH

ADDENDUM NO. 1

LOT 3 PARKING STRUCTURE EMERGENCY DEMOLITION

This Addendum shall take precedence over any conflicting information contained either in the plans or specifications for the Lot 3 Parking Structure Emergency Demolition. Bidders shall incorporate the information contained in this Addendum in their bids, conform to all of the instructions contained herein in the preparation of a bid, and shall sign and submit this Addendum as a portion of the Contractor's Proposal as an indication of understanding and compliance with this Addendum.

Please note the following revisions to the Request for Bid documents.

Question and Answer

1. Are all foundations coming out, or are some staying? If so, please denote on as-builts which are to remain.

Per the Project's Scope of Work, the masonry wall at the westerly edge of the structure shall be reduced to a height of 42" above the highest adjacent grade, and the footing for this wall will remain in place. All other footings indicated on the as-built drawings shall be excavated and removed.

2. Please provide guidance on pedestrian protection design/requirements to be installed along the alley.

Design and construction shall be per the latest California Building Code, and all local and federal safety regulations, including OSHA standards, must be met.

3. How tall are we to leave the CMU wall along the Western PL?

Per the Project's Scope of Work, the masonry wall at the westerly edge of the structure shall be reduced to a height of 42" above the highest adjacent grade, and the footing for this wall will remain in place.

4. Bid schedule item #3 (Traffic Control) on page 8 of 42 of the bid specs outlines the traffic control measures that can be used, but per the site walk Jeff instructed bidders to assume bidders will be allowed to have a permanent street closure for the duration of the demolition. Jeff also advised bidders that we would be allowed to have our excavators and heavy equipment on the asphalt without a need/ requirement to protect the asphalt surface please confirm that bidders will be allowed to have this permanent closure and that the City of Manhattan Beach intends on extending the construction fencing out to the opposite side of the street, along with waiving the costs for any street closure permits etc. bidders will determine what means and methods are needed to achieve the work, otherwise the City will need to provide bidders with a map/exhibit that shows what we will be required to implement.

The bidder shall include a statement within their bid indicating anticipated temporary traffic pattern modifications and/or closures, and their respective timelines for the modifications and/or closures along 12th Street and Morningside Drive.

5. The specifications talk about payment and performance bond if awarded but do not clearly state we need a bid bond for our proposal. Will there be a bidder's bond required? If a bid bond is required, does the City of Manhattan Beach have a bid bond form we need to have filled out or is our bonding company's form acceptable?

A Bid Bond is not required for this Project.

6. Please clarify if there are specific waste diversion locations where bidders will be required to take the waste/ rubble or if we are just required to provide the 65% diversion minimum requirement?

There are no specific diversion locations required by the City as long as the bidder shows the necessary compliance. The City will specify haul routes into and out of downtown Manhattan Beach.

7. Please confirm the bid due date and time.

Bids will be due promptly at 9:00am on Wednesday, September 18th, 2024.

This Addendum is approved by:



Jeff Fijalka for
KATHERINE DOHERTY, PE, CITY ENGINEER

9/12/24
DATE

A SIGNED COPY OF THIS ADDENDUM MUST BE ATTACHED TO THE BID.

I hereby acknowledge that the information contained in this addendum has been included in the bid submitted for this project.

American Wrecking Inc.		09/17/2024
COMPANY NAME	SIGNATURE	DATE

CONTRACT

CITY OF MANHATTAN BEACH CONTRACT FOR Lot 3 Parking Structure Emergency Demolition

THIS CONTRACT ("Contract") is made and entered this 10th day of October 2024 ("Effective Date"), by and between the CITY OF MANHATTAN BEACH, a California municipal Corporation ("City") and AMERICAN WRECKING, INC., a California corporation ("Contractor"). The Contractor's California State Contractor's license number is 685192.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, 2024 edition of the Standard Specifications for Public Works Construction "Greenbook" ("Standard Specifications") as amended by the Contract Documents, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference. In the event of any conflict between this Contract and any Exhibit attached hereto or any document referenced herein, the provisions of this Contract shall control.

2. Scope of Services. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work in a good and workmanlike manner for the project identified as Lot 3 Parking Structure Emergency Demolition ("Project"), as described in the Contract Documents and in accordance with any further written instructions, if any, of the Director of Public Works or his/her designated representative.

3. Compensation.

3.1 Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, and timely performance of the Work required by the Contract Documents, the City shall pay the Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items, set forth in the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items, awarded by the City is **\$ 238,887** ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that the City will pay and the Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the Engineer.

3.2 Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 7 of the Standard Specifications.

4. Contract Time.

4.1 Notice to Proceed with Construction. The City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently fulfill preconstruction requirements as set forth in Subsection 4.2 of this Contract, prosecute the Work, including corrective punch list items of Work, day to day thereafter, within the remaining Contract Time (except as adjusted by

subsequent Change Orders). The date specified in the Notice to Proceed with Construction constitutes the date of commencement of the Contract Time of **40 Working Days**.

4.2 Preconstruction Requirements. The Contractor shall diligently fulfill preconstruction requirements, prepare and transmit to the Engineer all pertinent submittals and/or request for information (RFI), and coordinate the date and time for the Project Preconstruction Meeting with the City, outside agencies, and other pertinent stakeholders.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Baseline Schedule.
- Submitting and obtaining approval of Traffic Control Plans and Haul Routes.
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP).
- Submitting a Construction & Demolition Waste Management Plan per Manhattan Beach Municipal Code 5.26
- Submitting and obtaining approval of a Project Staffing List with contact information, Illness and Injury Prevention Plan, and a Project Emergency Contact List.

5. Liquidated Damages for Delay and Control of Work.

5.1 Liquidated Damages. For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the Engineer, and the Engineer has certified such completion in accordance with Section 3-13.1 of the Standard Specifications. The liquidated damages value of Section 6-9 of the Standard Specifications is hereby amended to be \$2,000 per day. Time is of the essence in this Contract.

6. Early Completion.

6.1 Bonus for Early Completion. If the Contractor completes the Work prior to the date established in this Contract (as such may be extended in accordance with the Contract Documents), then the Contractor will be entitled to an early completion bonus equal to \$2,000 for each Working Day that the Work is completed prior to the date established in this Contract.

6.2 City Not Liable for Contractor Failure to Achieve Early Completion. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the City is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for the Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever.

7. Antitrust Claims. In entering into this Contract, the Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tenders final

payment to the Contractor without further acknowledgment by the parties.

8. Prevailing Wages. The City and the Contractor acknowledge that the Project is a public work to which prevailing wages apply.

9. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor 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. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

11. Authority. Any person executing this Contract on behalf of the Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of the Contractor and has the authority to bind the Contractor to the performance of its obligations hereunder.

12. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrate Contract between the City and the Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

13. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

City:

City of Manhattan Beach,
a California municipal corporation

Signed by:
By: Talyn Mirzakhanian
Name: Talyn Mirzakhanian
Title: Acting City Manager
Date: 10/17/2024

Contractor:

American Wrecking, Inc.,
a California corporation

DocuSigned by:
By: Juan G. Galaviz
Name: Juan G. Galaviz
Title: Vice President
Date: 10/17/2024

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow, City Attorney
Name: Quinn M. Barrow
Title: City Attorney
Date: 10/17/2024

DocuSigned by:
By: Carlos Galaviz
Name: Carlos Galaviz
Title: Chief Financial Officer
Date: 10/17/2024

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee
Name: Erick Lee
Title: Public Works Director
Date: 10/17/2024

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

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

Dated: October 10, 2024

"Principal"

American Wrecking Inc

2459 Lee Ave., South El Monte, CA 91733

"Surety"

Berkley Insurance Company


4 Hutton Centre, Suite 640, Santa Ana, CA 92707

Signature: 

Print Name: Juan G. Galaviz

Title: Vice President

Date: September 11, 2024

Signature: 

Print Name: Maribel Hernandez

Title: Attorney-in-Fact

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

(Seal)

(Seal)

NOTE: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Robert C. Elster, Jr. or Maribel Hernandez of Apollo General Insurance Agency, Inc. of Sonoma, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

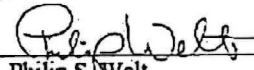
IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

Berkley Insurance Company

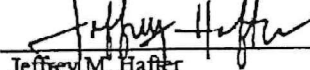
(Seal)

By


Philip S. Welt

Executive Vice President & Secretary

By


Jeffrey M. Hafter

Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

**MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT**

MY COMMISSION EXPIRES 04-30-2029




Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 10 day of October, 2024.

(Seal)


Vincent P. Forte

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sonoma)

On October 10th, 2024 before me, Jill Raffin Callahan, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared Maribel Hernandez

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Jill Raffin Callahan
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond # 0258917 - American Wrecking, Inc. for City of Manhattan Beach - Lot 3

Document Date: October 10th, 2024 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Maribel Hernandez

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Berkley Insurance Company

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Bond No. 0258917
Premium: \$2736.00

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("City"), has awarded to American Wrecking
Inc., 2459 Lee Avenue, South El Monte, CA 91733 _____

- ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

Lot 3 Parking Structure Emergency Demolition

(Project name)

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

NOW, THEREFORE, we, the undersigned Principal, and Berkley Insurance Company,
4 Hutton Centre, Suite 640, Santa Ana, CA 92707 -----

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of One Hundred Ninety Thousand and 00/100 ----- Dollars (\$ 190,000.00), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California

Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: October 10, 2024

"Principal"

American Wrecking Inc

2459 Lee Ave., South El Monte, CA 91733

Signature: 

Print Name: Juan G. Talaviz


Title: Vice President

Date: September 11, 2024

"Surety"

Berkley Insurance Company

4 Hutton Centre, Suite 640, Santa Ana, CA 92707

Signature: 

Print Name: Maribel Hernandez

Title: Attorney-in-fact

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

(Seal)

(Seal)

NOTE: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.* Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Robert C. Elster, Jr. or Maribel Hernandez of Apollo General Insurance Agency, Inc. of Sonoma, CA** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

Berkley Insurance Company

(Seal)

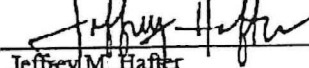
By



Philip S. Welt

Executive Vice President & Secretary

By



Jeffrey M. Hafter

Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

**MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT**

MY COMMISSION EXPIRES 04-30-2029



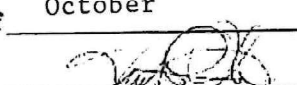
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 10 day of October, 2024.

(Seal)


Vincent P. Forte

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sonoma)On October 10th, 2024 before me, Jill Raffin Callahan, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared Maribel Hernandez

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Performance Bond # 0258917 - American Wrecking, Inc. for City of Manhattan Beach - Lot 3Document Date: October 10th, 2024 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Maribel Hernandez☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____Signer Is Representing: Berkley Insurance Company

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- _____ Executed copy of the Contract (will be sent via DocuSign)
- _____ Completed, signed, and notarized Payment Bond (one original and one electronic copy) in amount of the Contract
- _____ Completed, signed, and notarized Performance Bond (one original and one electronic copy) in amount of the Contract
- _____ Workers' Compensation Certificate with attached Certificate of Insurance
- _____ General Liability insurance certificate naming the City as a co-insured
- _____ Automobile insurance naming the City as a co-insured
- _____ Umbrella/Excess Liability (General aggregate) insurance certificate naming the City as a co-insured, if applicable
- _____ Additional insured endorsement – comprehensive general liability
- _____ Additional insured endorsement – automobile liability
- _____ Additional insured endorsement – excess liability
- _____ Primary and Non-Contributory Endorsement- General Liability Policy
- _____ Waiver of Subrogation - general liability
- _____ Waiver of Subrogation - Worker's Compensation
- _____ W-9 Request for Taxpayer Identification Number and Certification Form
- _____ Verification of Authority to Sign Document
- _____ DocuSign Contact Signature Form

ALL SUBMITTALS WILL BE RETAINED BY CITY, EXCEPT FOR ONE COPY OF THE FULLY EXECUTED CONTRACT

GENERAL PROVISIONS

SECTION 5 LEGAL RELATIONS AND RESPONSIBILITIES

5-4 INSURANCE

The first paragraph of Section 5-4.1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

The Contractor shall provide and maintain insurance naming the City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the City. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The City will not be liable for any accident, loss, or damage to the Work before completion, except as otherwise specified in Section 6-5.

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 5-4 of the Standard Specifications, as modified below.

The following provisions are hereby added to Section 5-4.1 of the Standard Specifications:

5-4.1.1 Acceptability of Insurers.

The insurance policies required under this Section 5-4 shall be issued by an insurer authorized or admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 5-4.

5-4.1.2 Additional Insured.

The City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or the City. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

5-4.1.3 Primary and Non-Contributing.

The insurance policies required under this Section 5-4 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to the City. Any insurance or self-insurance maintained by the City, its officers, employees, agents or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it. This provision shall also apply to any excess/umbrella liability policies.

5-4.1.4 Contractor's Waiver of Subrogation.

The insurance policies required under this Section 5-4 shall not prohibit the Contractor and the

Contractor's employees, agents or Subcontractors from waiving the right of subrogation prior to a loss. The Contractor hereby waives all rights of subrogation against the City.

5-4.1.5 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, the Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

5-4.1.6 Cancellations or Modifications to Coverage.

The Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 5-4 during the term of the Contract. The commercial general and automobile liability policies required under the Contract shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to the City. If any insurance policy required under this Section 5-4 is canceled or reduced in coverage or limits, the Contractor shall, within two business days of notice from the insurer, phone, fax or notify the City via certified mail, return receipt requested, of the cancellation or changes to the policy.

5-4.1.7 City Remedy for Noncompliance.

If the Contractor does not maintain the policies of insurance required under this Section 5-4 in full force and effect during the term of the Contract, or in the event any of the Contractor's policies do not comply with the requirements under this Section 5-4, the City may either immediately terminate the Contract or, if insurance is available at a reasonable cost, the City may, but has no duty to, take out the necessary insurance and pay, at the Contractor's expense, the premium thereon. The Contractor shall promptly reimburse the City for any premium paid by the City or the City may withhold amounts sufficient to pay the premiums from payments due to the Contractor.

5-4.1.8 Evidence of Insurance.

At least two Working Days prior to the performance of Services under the Contract, the Contractor shall furnish the City's Risk Manager with a certificate or certificates of insurance and all original endorsements (both of which must reference the same Policy number), evidencing and effecting the coverages required under Section 5-4 of the Standard Specifications, as modified by this Section 5-4. The endorsements are subject to approval by the City's Risk Manager. The Contractor may provide complete, certified copies of all required insurance policies to the City. The Contractor shall provide proof to the City's Risk Manager that insurance policies expiring during the term of the Contract have been renewed or replaced with other policies providing at least the same coverage. The Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements must specifically name the City of Manhattan Beach and its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds. The Contractor shall maintain current insurance certificates and endorsements on file with the City's Risk Manager at all times during the term of this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Where the Contractor has entered into an agreement with a Professional Employment Organization (PEO) to provide human resources, workers' compensation insurance, or other benefits to the Contractor's employees, the Contractor must also submit the agreement with the PEO. If the evidence of insurance submitted by the Contractor pursuant to this Section 5-4 evidences that the insurance is provided by the PEO, all such PEO-provided insurance coverages and indemnities must comply with the requirements of these Contract Documents.

5-4.1.9 Indemnity Requirements not Limiting.

Procurement of insurance by the Contractor shall not be construed as a limitation of Contractor's liability or as full performance of the Contractor's duty to indemnify the City under Section 5-8 of the Contract.

5-4.1.10 Subcontractor Insurance Requirements.

The Contractor shall require each of its Subcontractors that perform Services under the Contract to maintain insurance coverage that meets all of the requirements of this Section 5-4.

5-4.1.11 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

5-4.1.12 Subcontractors

The Contractor shall ensure all Subcontractors and their employees are listed as additional insureds on all of the Contractor's insurance.

The provisions below shall supplement but not replace those provisions in Sections 5-4.2, 5-4.3, and 5-4.4 of the Standard Specifications.

5-4.2 General Liability Insurance

Instead of the minimum limits listed in Section 5-4.2 of the Standard Specifications, the Contractor shall procure and at all times during the term of the Contract carry, maintain, and keep in full force and effect Commercial General Liability Insurance with a minimum limit of \$5,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$5,000,000.00 per project or location. If the Contractor is a limited liability company, the commercial general liability coverage shall be amended so that the Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

5-4.3 Workers' Compensation Insurance

Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If the

Contractor has no employees while performing the Work under the Contract, a Workers' Compensation policy is not required, but the Contractor shall execute a declaration that it has no employees.

5-4.4 Automobile Insurance

Instead of the minimum limits listed in Section 5-4.4 of the Standard Specifications, the Contractor shall procure and at all times during the term of the Contract carry, maintain, and keep in full force and effect Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Contract with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If the Contractor does not use any owned, non-owned or hired vehicles in the performance of the Work under this Contract, the Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required by Subsection 5-4.2. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Pollution Liability policy.

5-4.5 Pollution Liability

Subsection 5-4.5 is hereby added to the Standard Specifications as follows:

The Contractor shall procure and at all times during the term of the Contract carry, maintain, and keep in full force and effect Pollution Liability with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. The Pollution Liability shall not contain lead-based paint or asbestos exclusions.

5-4.6 Insurance Requirements not Limiting

Subsection 5-4.6 is hereby added to the Standard Specifications as follows:

If the Contractor maintains broader coverage and/or higher limits than the minimums required above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

5-4.7 Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

5-7 SAFETY

The provisions below shall supplement but not replace those provisions in Subsection 5-7 of the Standard Specifications.

5-7.8 Steel Plate Covers

5-7.8 .1 General

The Contractor shall cover all openings, trenches and excavations at the end of each Work Day with steel plate covers.

5-8 INDEMNIFICATION

The following indemnity provisions shall supersede the indemnity in Section 5-4.1 of the Standard Specifications.

5-8.1 Contractor's Duty.

To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the City and its elected and appointed officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, insurers, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors, or their officers, agents, servants or employees (or any entity or individual that the Contractor shall bear the legal liability thereof) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. The foregoing obligations include, but are not limited to, Liabilities arising from any asbestos. lead-based paint or other hazardous substance inspection, clean-up, monitoring, abatement, removal, and/or remediation services or work in the performance of the Contract, Liabilities arising from demands by third parties that waste generated during the work which is the subject of this Contract were improperly reused by Contractor, were improperly transported or disposed of by Contractor, Liabilities that the waste contained hazardous substances, Liabilities that real or personal property has been damaged by the work, Liabilities of bodily injury, wrongful death, personal injury and/or property damage, Liabilities related to any alleged violations of any applicable federal, state and/or local laws, statutes and/or regulations, and Liabilities brought by any regulatory agency to recover its costs (including but not limited to response or oversight costs) related to the work. The Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

5-8.1.1 Taxes and Workers' Compensation

The Contractor shall pay all required taxes on amounts paid to the Contractor under the Contract, and indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract. The Contractor shall fully comply with the Workers' Compensation law regarding the Contractor and the Contractor's employees. The Contractor shall indemnify and hold the City

harmless from any failure of the Contractor to comply with applicable Workers' Compensation laws. The City may offset against the amount of any fees due to the Contractor under the Contract any amount due to the City from the Contractor as a result of the Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this Subsection 5-8.1.1.

5-8.1.2 Subcontractor Indemnity Agreements

The Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 5-8 from each and every Subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of the Contract. If the Contractor fails to obtain such indemnity obligations, the Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor's Subcontractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that the Contractor's Subcontractor shall bear the legal liability thereof) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

5-8.2 Workers' Compensation Acts not Limiting.

The Contractor's indemnifications and obligations under this Section 5-8, or any other provision of the Contract, shall not be limited by the provisions of any Workers' Compensation act or similar act. The Contractor expressly waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees and volunteers.

5-8.3 Insurance Requirements not Limiting.

The City does not, and shall not, waive any rights that it may possess against the Contractor because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to the Contract. The indemnities in this Section 5-8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against the City.

5-8.4 Survival of Terms.

The Contractor's indemnifications and obligations under this Section 5-8 shall survive the expiration or termination of the Contract.

5-8.5 Civil Code Exception.

Nothing in this Section 5-8 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5-8.6 Nonwaiver of Rights.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

5-8.7 Waiver of Right of Subrogation.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

SECTION 9. CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT PLAN

9.1 GENERAL

To ensure that solid waste generated in the City is reduced, reused or recycled, the Contractor shall submit a "Waste Management Plan" (WMP) to the Engineer for review and approval, using the form found at the end of this Section 9. After the WMP has been reviewed by the Engineer, it will be returned to the Contractor in one of the following four status conditions:

- "Approved"
- "Further Explanation Required": The Engineer will return the WMP to the Contractor with questions about the WMP. The Contractor shall resubmit plan with each of the City's questions answered thoroughly.
- "Denied": The Engineer will indicate the reasons for denial. The Contractor shall then re-submit a new WMP that complies with the requirements of this Section or request an Infeasibility Exemption.
- "Infeasibility Exemption Approved"

The Contractor shall follow the WMP and document results during demolition and construction. Final documentation shall be submitted at the end of the project to the Engineer for review of compliance with the original WMP. The amount deducted from the final estimate and retained by the City in accordance with Section 7.3.1 and 7.3.2 for partial and final payment shall be withheld until final WMP is submitted to the City and approved by the City.

9-2 DEFINITIONS

- a) "Construction" means the building of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.
- b) "Construction and Demolition Debris" means used or discarded materials removed from premises during construction of the Project.
- c) "Conversion Rate" means the rate set forth in the standardized Conversion Rate Table approved by the City Council pursuant to this Section for use in estimating the volume or weight

of materials identified in a Construction and Demolition Waste Reduction and Recycling Plan.

- d) “Divert” means to use material for any purpose other than disposal in a landfill. Diversion credit is given for source reduction (waste reduction), recycling, and composting.
- e) “Diversion Requirement” means the diversion of at least 65% of the total Construction and Demolition Debris generated by a Project via reduction (source reduction), reuse or recycling, unless the Contractor has been granted an Infeasibility Exemption, in which case the Diversion Requirement shall be the maximum feasible diversion rate established by the Engineer.
- f) “Recycling” means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- g) “Renovation” means any change, addition, or modification in an existing structure.
- h) “Reuse” means further or repeated use of Construction or Demolition Debris. An example is the reuse of crushed concrete as road base or as aggregate on the construction site.
- i) “Salvage” means the controlled removal of Construction or Demolition Debris from project for the purpose of recycling, reuse, or storage for later recycling or reuse.
- j) “Construction and Demolition Waste Management Plan” means a completed form, approved by the Engineer for the purpose of compliance with this Section, submitted by the Contractor/Contractor for any Covered or Noncovered Project that indicates the estimated diversion that the Contractor/Contractor anticipates in diverting from disposal.
- k) “Construction and Demolition Waste Management Report” means a completed form, approved by the Engineer for the purpose of compliance with this Section, submitted by the Contractor for any Project that documents the disposal and diversion tonnages and destinations.

9-3 *INFEASIBILITY EXEMPTION*

- a) Application. If the Contractor experiences unique circumstances that the Contractor believes make it infeasible to comply with the Diversion Requirement, the Contractor shall apply for an exemption at the time that it submits the WMP. The Contractor shall indicate on the WMP the maximum rate of diversion the Contractor believes is feasible for each material and the specific circumstances that the Contractor believes make it infeasible to comply with the Diversion Requirement.
- b) The Engineer shall review the information supplied by the Contractor and may meet with the Contractor to discuss possible ways of meeting the Diversion Requirement. Based on the information supplied by the Contractor, the Engineer shall determine whether it is possible for the Contractor to meet the Diversion Requirement.
- c) If the Engineer determines that it is infeasible for the Contractor to meet the Diversion Requirement due to unique circumstances, the Engineer shall determine the maximum feasible diversion rate for each material and shall indicate this rate on the WMP submitted by the Contractor. The Engineer shall return a copy of the WMP to the Contractor marked “Infeasibility Exemption Approved.”
- d) Denial of Exemption. If the Engineer determines that it is possible for the Contractor to meet the Diversion Requirement, the Engineer shall so inform the Contractor in writing. The Contractor

will have 15 days to resubmit a new WMP. If the Contractor fails to resubmit a new WMP, or if the resubmitted WMP does not comply with the requirements of the plan, the Engineer shall deny the WMP.

9-4 *DIVERSION PROGRAM*

The methodology used to calculate diversion is based on the Title 14, California Code of Regulations, Article 6.1 Solid Waste Generation Study, Section 18722 et seq, and is consistent with CalRecycle measurement protocols. The following equation defines the “Generation-Based Diversion Quantification Methodology”:

$$\begin{array}{rcl} \text{Generation} & = & \text{Disposal} + \text{Diversion} \\ \text{Diversion Rate (\%)} & = & \frac{\text{Diversion Tons}}{\text{Generation Tons}} \end{array}$$

9-5 *ADDITIONAL INFORMATION*

Other materials to assist the Contractor in completing the WMP can be found on the City’s website at www.manhattanbeach.gov.

- Construction and Demolition Debris Recycling Guide
- Construction and Demolition Recycling Brochure

REQUIRED GOAL: REUSE OR RECYCLE A MINIMUM OF 65% OF ALL PROJECT WASTE

1. Complete entire WMP & submit to the Project Manager as a project submittal.
2. Reuse and/or recycle at least 65% of all construction site waste and keep good records of all facility waste tickets.
3. Submit a copy of this WMP and ALL recycling and landfill facility weight tickets before Final Inspection to the Project Manager as a new project submittal. ***A COPY OF THIS WMP AND RECEIPTS OF ALL RECYCLING AND DISPOSAL SHALL BE SUBMITTED BEFORE FINAL PAYMENT WILL BE MADE BY THE CITY.***

Project Name:

Project Address:

Type of Project: ☐ Street Improvement ☐ Water Main ☐ Sewer Main
 ☐ Storm Drain ☐ Other

Total Bid Price: \$ _____

Requesting Infeasibility Exemption: ☐ Yes ☐ No

Contractor Name: _____ **Contact Name:** _____

Address: _____ **Contact Phone:** _____

Recycler: _____ **Recycler Contact:** _____

Recycler Address: _____ Recycler Contact Phone: _____

		CITY USE ONLY	
		Application (Date)	Final (Date)
Approved			
Further explanation needed (see attached)			
Denied			
Infeasibility Exemption Approved			
Reviewed By			

12100-0001\2654178v1.doc
City of MB Form

CITY OF MANHATTAN BEACH

Construction & Demolition Waste Management Plan Table

Project Name: _____

Total Estimated Waste Generated by Project: _____ (**IN TONS**).
(Ask your hauler, recycler or site cleanup vendor to assist you. Use receipts from your previous jobs for estimates.)

Complete and return with Building Permit Application				Complete and return with receipts prior to final building approval		
Material Type	Estimated Reused/ Recycled	Estimated Disposed/ Landfilled	Vendor or Facility to be Used (Destination)	Actual Reused/ Recycled	Actual Disposed/ Landfilled	Vendor or Facility Used (Destination)
Asphalt & Concrete						
Bricks/Masonry/Tiles						
Building Materials (doors, windows, fixtures, etc.)						
Cardboard						
Concrete Pavement and Grindings						
Drywall (new, unpainted)						
Asphalt Pavement Grindings						
Landscape Debris (Plant & Tree Trimmings)						
Scrap Metal						
Unpainted Wood & Pallets						
Other (painted wood & drywall, roofing, etc.)						
Mixed C&D*						
Trash/Garbage						
TOTAL						

*Mixed C&D is defined as a mixture of three or more materials (e.g., wood, drywall, roofing, etc.) from construction or demolition sites that will be taken to a "qualified" facility for recycling. (See C&D Debris Recycling Guide.)

If you are requesting an infeasibility exemption and the estimated amount reused/recycled is less than 65%, please explain why (attach additional sheets if necessary):

If the actual amount reused/recycled is less than 65%, please explain why:

Prepared by (please print): _____

Date: _____

Contractor Signature: _____

Phone Number: _____

Conversion Rates

The following conversion rates are estimates. The ranges vary widely, depending on how the materials are handled (compacted, loose, chipped, etc.). Use the conversion factors and receipts from any previous projects to help you estimate the potential amount of materials and diversion. Take into consideration the type and load of vehicles that will be used to haul the materials. Ask your hauler or recycler to assist you in estimating these numbers.

Material	Lbs/cy	Tons/cy
Asphalt	1,400 lbs/cy	0.7 tons/cy
Brick	2,430 lbs/cy	1.21 tons/cy
Cardboard	100 lbs/cy	0.05 tons/cy
Concrete	2,600 lbs/cy (Sources range from 1,000 to 4,000)	1.3 tons/cy
Dirt/Soils	2,660 lbs/cy	1.33 tons/cy
Drywall	700 lbs/cy	0.35 tons/cy
Wood (chipped)	300 – 650 lbs/cy	0.15 – 0.3 tons/cy
Mixed C&D Debris	900 lbs/cy	0.45 tons/cy
Mixed Waste/Trash	100 – 350 lbs/cy	0.5 – 0.175 tons/cy

APPENDIX I
PROGRESS PAYMENT REQUEST FORM

TO: CITY OF MANHATTAN BEACH
Engineering Division, 1400 Highland Avenue, Manhattan Beach, CA 90266
PROJECT TITLE _____
PROJECT NO. _____

FROM: CONTRACTOR _____ Date _____
Address _____
Telephone _____ Progress Estimate # _____
Submitted by _____ Contract Award Amount \$ _____

No.	Description	Contract Quantity	Previous Quantity	Quantity This Estimate	Unit Price	Amount This Estimate	Total Quantity to Date	Total Amount to Date
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
	Total							
	Less Retention							
	Less Previous Billing(s)							
	Total Amount Due							

City Approval: _____ Date: _____

NOTE: An updated Project Schedule must be provided with each monthly progress payment in accordance with Section 7-3 of the General Provisions in addition to a Conditional Waiver and Release form per Section 7-3.2.1

APPENDIX II
CONTRACTOR'S DAILY REPORT TO THE CITY

(Only the Contractor's Foreman and Superintendent is authorized to complete this form.)

Project Name: _____ Project Location: _____
Date: _____ Report No.: _____ Start Time: _____ End Time: _____
Contractor's Company Name: _____
Contractor's Foreman/Superintendent: _____
Name Signature

Work Accomplished

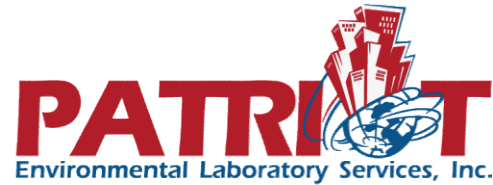
Equipment on Site	Hours

Workers on Site	Classification	Hours	Company

Note: It is the responsibility of the Contractor to provide this completed form to the City every working day by 5:30 PM, without fail. Failure to do so may result in the corresponding monthly progress payment to be delayed

tel - 310-670-7900
free - 855-507-8900
fax - 310-697-0177
PatriotLab.com

58308 Hannum Avenue, Culver City, CA 90230



September 26, 2024

Bianca Cardenas
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266

Re: **Comprehensive Asbestos Survey**
Public Parking Lot 3
12th Street x Morningside Drive
Manhattan Beach, CA 90266

Project No: LA172027

Dear Ms. Cardenas,

On September 18, 2024, California DOSH Certified Asbestos Consultant, Ms. Johana Quintana-Hernandez (CAC 19-6487) of Patriot Environmental Laboratory Services, Inc. (Patriot) performed an asbestos inspection at the above subject property located in Manhattan Beach, California. **The purpose of the inspection was to determine if asbestos is present in the building materials for an upcoming demolition at the subject property.**

Summary of Findings

The following asbestos-containing material was assumed:

Homogenous Material	Sample Number	Material Location	Material Condition	(F/NF)	Approximate Quantity	Percent & Type of Asbestos
Fire Rated Door Insulation	N/A	2 nd Level Metal Door	Intact	NF	100 SF	*ASSUMED
F = Friable NF = Non-Friable						

*** Ms. Johana Quintana-Hernandez CAC (19-6487) of Patriot is assuming that the fire rated door insulation material is an Asbestos Containing Material (ACM as defined by Rule 1403 - is a material that contains greater than 1% asbestos content) and therefore an asbestos abatement contractor must remove them prior to disturbance.**

Note: The quantity of assumed asbestos-containing material identified in this report is an approximation. It is the responsibility of the abatement contractor to verify the actual quantity of material to be abated during their job walk for preparation of their bid.

Summary of Negative Results

The following materials **were not** identified as asbestos-containing materials:

Homogenous Material	Sample Number	Material Location	Material Condition	(F/NF)	Approximate Quantity	Percent & Type of Asbestos
Concrete Bullard	1-6	1st Level and 2 nd Level Parking Structure Bullards	Intact	NF	N/A	None Detected
Brick	7-12	Interior and Exterior Parking Structure Walls	Intact	NF	N/A	None Detected
Mortar	13-18	1st Level and 2 nd Level Parking Structure Walls	Intact	NF	N/A	None Detected
Concrete	19-27	Interior and Exterior Parking Structure Floors	Intact	NF	19,656 SF	None Detected
Grey Weatherproofing Coating	28A-30A	2 nd Level Parking Structure Floor	Intact	NF	19,656 SF	None Detected
Flooring Material	28B-30B	2 nd Level Parking Structure Floor	Intact	NF	19,656 SF	None Detected
Flooring Material	28C-30C	2 nd Level Parking Structure Floor	Intact	NF	19,656 SF	None Detected
F = Friable NF = Non-Friable						

Property Description

The subject property is a parking structure. The subject building is a three level metal frame building set on a cement slab foundation. At the time of this inspection, the identified asbestos-containing material was in intact condition. Additionally, Patriot observed no obvious fire or structural damage to the structure.

Scope of Work

On September 18, 2024, Ms. Johana Quintana-Hernandez (CAC 19-6487) of Patriot conducted an asbestos inspection at the subject property. The interior and exterior of the building were visually inspected for the purpose of identifying the specified suspect asbestos-containing materials listed in the summary table above. Once the inventory of suspect materials was created, physical bulk samples were collected of the materials from representative locations. Samples were collected in airtight containers. Upon collection, sample numbers, descriptions, and collection locations were entered onto a chain of custody for transportation via a Patriot employed courier (Eduardo Beltran) to Patriot's NVLAP accredited laboratory.

Sample Protocol/Analysis

Samples were collected in accordance with the Asbestos Hazard Emergency Response Act (40 CFR 763 Subpart E) as mandated by Cal/OSHA (Title 8 Section 1529) and South Coast Air Quality Management District (Rule 1403).

Physical bulk samples were analyzed by Patriot Lab located at 5830B Hannum Avenue Culver City, CA 90230; office number 310-872-5227. Patriot Lab is accredited by the National Voluntary Laboratory Accreditation Program (200358-0). The method of analysis was Polarized Light Microscopy (EPA 600/M4-82-020).

Recommendations

If the assumed asbestos-containing material identified in this report is scheduled to be impacted by renovation or demolition activities, an asbestos abatement contractor must remove them prior to disturbance. Asbestos abatement contractors must be registered with the Division of Occupational Safety and Health.

Disclaimer

If additional suspect materials are discovered during renovation or demolition activities, all work should cease until a Certified Asbestos Consultant is contracted to determine the asbestos content of the building materials. This inspection was performed in accordance with current regulations and state of the art practices. The inventory of suspect asbestos-containing materials and determination of their condition are based upon observations at the time of inspection. Patriot does not assume responsibility for future regulatory changes or changes in the condition of the building or materials.

Please contact our office if there are any questions regarding this inspection.

Sincerely,

Patriot Environmental Laboratory Services, Inc.



Johana Quintana-Hernandez
Certified Asbestos Consultant No. 19-6487

Enclosure: Laboratory Results
Sample Location Diagram
Certifications

Certificate of Analysis

PLM Asbestos Identification

tel - 310-872-5227
 free - 855-507-5227
 LALab@patriotlab.com
 5830B Hannum Avenue, Culver City, CA 90230

PATRIOT LAB

City of Manhattan Beach
 Bianca Cardenas
 3621 Bell Avenue
 Manhattan Beach, CA 90266

Report Number: 1055900
 Project Number: LA172027
 Project Name: Public Parking Lot 3
 Project Location: 12th Street x Morningside Drive
 Manhattan Beach, 90266

Date Collected: 9/18/2024
 Date Received: 9/18/2024
 Date Analyzed: 9/19/2024
 Date Reported: 9/19/2024

Collected By: Johana Quintana
 Claim Number:
 PO Number:
 Number of Samples: 36

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1055900-001 1	1st Level Parking Structure Bullard	Concrete Bullard	Grey	100% Non-Fibrous Material
Total Asbestos	None Detected			
1055900-002 2	1st Level Parking Structure Bullard	Concrete Bullard	Grey	100% Non-Fibrous Material
Total Asbestos	None Detected			
1055900-003 3	1st Level Parking Structure Bullard	Concrete Bullard	Grey	100% Non-Fibrous Material
Total Asbestos	None Detected			
1055900-004 4	2nd Level Parking Structure Bullard	Concrete Bullard	Grey	100% Non-Fibrous Material
Total Asbestos	None Detected			
1055900-005 5	2nd Level Parking Structure Bullard	Concrete Bullard	Grey	100% Non-Fibrous Material
Total Asbestos	None Detected			
1055900-006 6	2nd Level Parking Structure Bullard	Concrete Bullard	Grey	100% Non-Fibrous Material
Total Asbestos	None Detected			

Certificate of Analysis

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 5830B Hannum Avenue, Culver City, CA 90230

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 Date Analyzed: 9/19/2024
 Date Reported: 9/19/2024

Collected By: Johana Quintana
 Claim Number:
 PO Number:
 Number of Samples: 36

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1055900-007 7	1st Level Parking Structure Wall	Brick	Grey	100% Non- Fibrous Material
Total Asbestos	None Detected			
1055900-008 8	1st Level Parking Structure Wall	Brick	Grey	100% Non- Fibrous Material
Total Asbestos	None Detected			
1055900-009 9	1st Level Parking Structure Wall	Brick	Grey	100% Non- Fibrous Material
Total Asbestos	None Detected			
1055900-010 10	2nd Level Parking Structure Wall	Brick	Grey	100% Non- Fibrous Material
Total Asbestos	None Detected			
1055900-011 11	2nd Level Parking Structure Wall	Brick	Grey	100% Non- Fibrous Material
Total Asbestos	None Detected			
1055900-012 12	2nd Level Parking Structure Wall	Brick	Grey	100% Non- Fibrous Material
Total Asbestos	None Detected			

Certificate of Analysis

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Collected By: Johana Quintana
 Claim Number:
 PO Number:
 Number of Samples: 36

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1055900-013 13	1st Level Parking Structure Wall	Mortar	Grey	100% Non- Fibrous Material
Total Asbestos	None Detected			
1055900-014 14	1st Level Parking Structure Wall	Mortar	Grey	100% Non- Fibrous Material
Total Asbestos	None Detected			
1055900-015 15	1st Level Parking Structure Wall	Mortar	Grey	100% Non- Fibrous Material
Total Asbestos	None Detected			
1055900-016 16	2nd Level Parking Structure Wall	Mortar	Grey	100% Non- Fibrous Material
Total Asbestos	None Detected			
1055900-017 17	2nd Level Parking Structure Wall	Mortar	Grey	100% Non- Fibrous Material
Total Asbestos	None Detected			
1055900-018 18	2nd Level Parking Structure Wall	Mortar	Grey	100% Non- Fibrous Material
Total Asbestos	None Detected			

Certificate of Analysis
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Collected By: Johana Quintana
Claim Number:
PO Number:
Number of Samples: 36

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1055900-019 19	1st Level Floor	Concrete	Grey	100% Non-Fibrous Material
Total Asbestos	None Detected			
1055900-020 20	1st Level Floor	Concrete	Grey	100% Non-Fibrous Material
Total Asbestos	None Detected			
1055900-021 21	1st Level Floor	Concrete	Grey	100% Non-Fibrous Material
Total Asbestos	None Detected			
1055900-022 22	2nd Level Floor	Concrete	Grey	100% Non-Fibrous Material
Total Asbestos	None Detected			
1055900-023 23	2nd Level Floor	Concrete	Grey	100% Non-Fibrous Material
Total Asbestos	None Detected			
1055900-024 24	2nd Level Floor	Concrete	Grey	100% Non-Fibrous Material
Total Asbestos	None Detected			

Certificate of Analysis

PLM Asbestos Identification

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 free - 855-507-5227
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PATRIOT LAB

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Report Number: 1055900
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 Date Analyzed: 9/19/2024
 Date Reported: 9/19/2024

Collected By: Johana Quintana
 Claim Number:
 PO Number:
 Number of Samples: 36

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1055900-025 25	3rd Level Floor	Concrete	Grey	100% Non-Fibrous Material
Total Asbestos	None Detected			
1055900-026 26	3rd Level Floor	Concrete	Grey	100% Non-Fibrous Material
Total Asbestos	None Detected			
1055900-027 27	3rd Level Floor	Concrete	Grey	100% Non-Fibrous Material
Total Asbestos	None Detected			
1055900-028A 28	3rd Level Floor	Weather Proofing Coating with Layers	Grey Yellow	100% Non-Fibrous Material
Total Asbestos	None Detected			
1055900-028B 28	3rd Level Floor	Flooring Material	Grey	100% Non-Fibrous Material
Total Asbestos	None Detected			
1055900-028C 28	3rd Level Floor	Flooring Material	White	100% Non-Fibrous Material
Total Asbestos	None Detected			

Certificate of Analysis

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 Manhattan Beach, CA 90266

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 Manhattan Beach, 90266

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 Date Analyzed: 9/19/2024
 Date Reported: 9/19/2024

Collected By: Johana Quintana
 Claim Number:
 PO Number:
 Number of Samples: 36

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
1055900-029A 29	3rd Level Floor	Weather Proofing Coating with Layers	Grey Yellow	100% Non- Fibrous Material
Total Asbestos	None Detected			
1055900-029B 29	3rd Level Floor	Flooring Material	Grey	100% Non- Fibrous Material
Total Asbestos	None Detected			
1055900-029C 29	3rd Level Floor	Flooring Material	White	100% Non- Fibrous Material
Total Asbestos	None Detected			
1055900-030A 30	3rd Level Floor	Weather Proofing Coating with Layers	Grey Yellow	100% Non- Fibrous Material
Total Asbestos	None Detected			
1055900-030B 30	3rd Level Floor	Flooring Material	Grey	100% Non- Fibrous Material
Total Asbestos	None Detected			
1055900-030C 30	3rd Level Floor	Flooring Material	White	100% Non- Fibrous Material
Total Asbestos	None Detected			

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Bianca Cardenas
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Claim Number:
PO Number:
Number of Samples: 36

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
---------------------	----------	----------------------	-------	-----------------

Scott Wu - Analyst

David Espique - Approved By

Bulk sample(s) submitted was (were) analyzed in accordance with the procedure outlined in the US Federal Register 40 CFR Appendix E to Subpart E of Part 763; EPA-600/R-93/116 (Method for Determination of Asbestos in Building Materials), and EPA-600/M4-82-020 (US EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples). Samples were analyzed using Calibrated Visual Estimations (CVES); therefore, results may not be reliable for samples of low asbestos concentration levels. Samples of wall systems containing discrete and separable layers are analyzed separately and reported as composite unless specifically requested by the customer to report analytical results for individual layers. This report applies only to the items tested. Results are representative of the samples submitted and may not represent the entire material from which the samples were collected. "None Detected" means that no asbestos was observed in the sample. "<1%" (less than one percent) or Trace means that asbestos was observed in the sample but the concentration is below the quantifiable level of 1%. This report was issued by a NIST/NVLAP (Lab Code 201014-0) and CA Water Board ELAP (Cert. No. 2893) accredited laboratory and may not be reproduced, except in full without the expressed written consent of Patriot Environmental Laboratory Services, Inc. This report may not be used to claim product certification, approval or endorsement by NIST, NVLAP, CA-ELAP or any government agency..

ASB_Rep_8.23

Lab Use Only: 1055900

Turn Around Time:

() ERS () 24 HRS
() 48 HRS () 72 HRS

tel - 310-670-7900
free - 855-507-8900
fax - 310-697-0177
PatriotLab.com

5830B Hannum Avenue, Culver City, CA 90230



ASBESTOS FIELD BULK SAMPLE COC

Project Name: <u>Public Parking Lot 3</u>				Project #: <u>LA172027</u>		
Project Address: <u>12th Street X Morningside Drive</u>				City: <u>Manhattan Beach</u>		Zip: <u>90266</u>
Sample ID	Sample Location	Material Type	F	NF	Condition	Notes
1	1st level - Parking Structure	Concrete Bullard		X	Intact	
2	↓ - ↓	↓		↓	↓	
3	↓ - ↓	↓		↓	↓	
4	2nd level - ↓	↓		X	↓	
5	↓ - ↓	↓		↓	↓	
6	↓ - ↓	↓		↓	↓	
7	1st level - Parking Structure	Brick		X	↓	
8	↓ - wall	↓		↓	↓	
9	↓ - ↓	↓		↓	↓	
10	2nd level - ↓	↓		↓	↓	
11	↓ - ↓	↓		↓	↓	
12	↓ - ↓	↓		↓	↓	
13	1st level - ↓	Mortar		X	↓	
14	↓ - ↓	↓		↓	↓	
15	↓ - ↓	↓		↓	↓	
16	2nd level - ↓	↓		↓	↓	

9/19 @ 2:15pm

Sampled/Relinquished-Print/Sign: <u>[Signature]</u>	Date: <u>9/18/24</u> Time: <u>3:15pm</u>
Received/Relinquished-Print/Sign: <u>Eduardo Beltran</u>	Date: <u>9/18/24</u> Time: <u>3:44</u>
Received-Print/Sign: <u>Maria Reyes</u>	Date: <u>9/18/24</u> Time: <u>3:49pm</u>

Lab Use Only:

10559100tel - 310-670-7900
free - 855-507-8900
fax - 310-697-0177
PatriotLab.com

58308 Hannum Avenue, Culver City, CA 90230



Project #:

ASBESTOS FIELD BULK SAMPLE COC

Sample ID	Sample Location	Material Type	F	NF	Condition	Notes
17	2nd level - parking structure	Mortar		X	Intact	
18	↓ - way	↓		↓	↓	
19	1st level - Floor	concrete		↓	↓	19,656
20	↓ - ↓	↓		↓	↓	
21	↓ - ↓	↓		↓	↓	
22	2nd level - ↓	↓		↓	↓	
23	↓ - ↓	↓		↓	↓	
24	↓ - ↓	↓		↓	↓	
25	3rd level - ↓	↓		↓	↓	
26	↓ - ↓	↓		↓	↓	
27	↓ - ↓	↓		↓	↓	
28	↓ - Floor	grey weather proofing coating w/ layers		X	↓	19,656 51
29	↓ - ↓	↓		↓	↓	
30	↓ - ↓	↓		↓	↓	
Assess	2nd level - metal Door	Fire rated Door		X	Intact	100 9,1

Sampled/Relinquished-Print/Sign:

Tahana QuintanaDate: 9/18/24 Time: 3:15pm

Received/Relinquished-Print/Sign:

Eduardo del ToroDate: 9/18/24 Time: 3:45

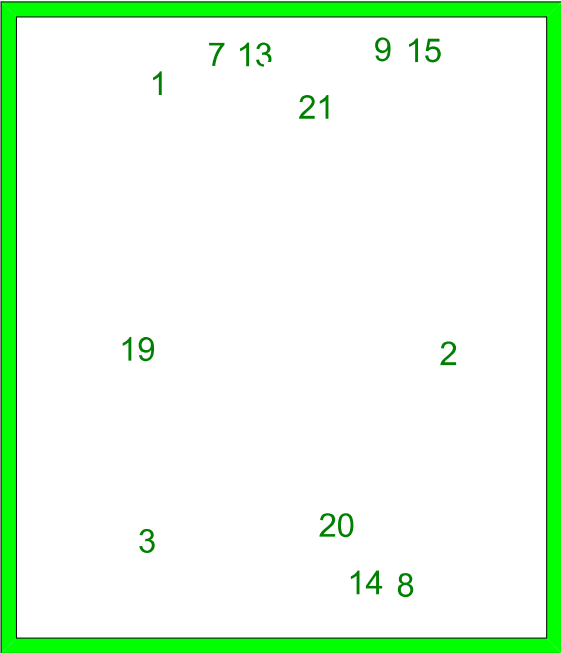
Received-Print/Sign:

Maria DelgadoDate: 9/18/24 Time: 3:49pmPage 1 of 1

Public Parking Lot 3
12th Street x Morningside Drive
Manhattan Beach, CA 90266

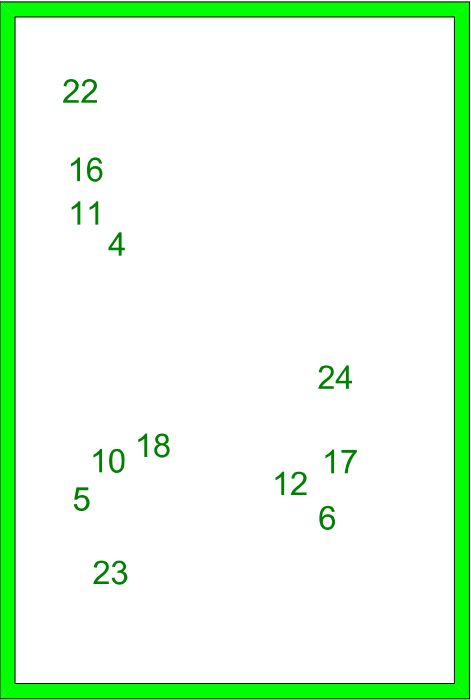
Project No: LA172027

1st Floor



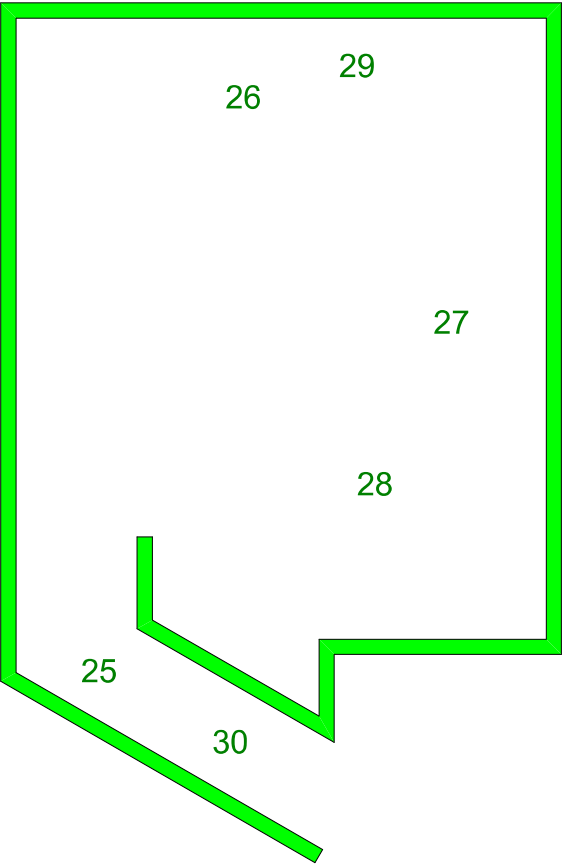
Morningside Drive

2nd Floor



12th Street

3rd Floor



12th Street

Morningside Drive

Johana Quintana Hernandez
Certified Asbestos Consultant Card

CAC #19-6487

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Johana C Quintana Hernandez

Certification No. **19-6487**

Expires on **05/14/25**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.



Certificate Of Completion

Asbestos Building Inspector Refresher Course

DOSH #:CA-015-06

Johana Quintana-Hernandez

ABIR0516240026N39750

Norm Kramer

Principal Instructor

Michael W. Horner
Training Director

5/16/2024

Course Start Date

5/16/2024

Course End Date

5/16/2024

Exam Date

5/16/2025

Expiration Date

This course satisfies the education requirements for Asbestos accreditation under the Toxic Substances Control Act, Title II. This course has been approved by the Department of Industrial Relations, Division of Occupational Safety and Health of the State of California



NATEC International, Inc.
National Association of Training and Environmental Consulting



1100 Technology Circle, Suite A, Anaheim, CA 92805 • www.natecintl.com • 800-969-3228

Certificate Of Completion

Asbestos Contractor/Supervisor Refresher Course

DOSH #:CA-015-04

Johana Quintana-Hernandez

ASR0517240029N39685

Robert Cisneros

Principal Instructor

Michael W. Horner
Training Director

5/17/2024

Course Start Date

5/17/2024

Course End Date

5/17/2024

Exam Date

5/17/2025

Expiration Date

This course satisfies the education requirements for Asbestos accreditation under the Toxic Substances Control Act, Title II. This course has been approved by the Department of Industrial Relations, Division of Occupational Safety and Health of the State of California



NATEC International, Inc.
National Association of Training and Environmental Consulting



1100 Technology Circle, Suite A, Anaheim, CA 92805 • www.natecintl.com • 800-969-3228

Important Industry Contacts

CAL-OSHA: PH# (916) 574-2993
(916) 483-0572 Fax Notification
Web: www.dir.ca.gov or calosha.com

CDPH/CLPPB: PH# (510) 620-5600
Web: www.cdph.ca.gov/programs/CLPPB

SCAQMD: PH# (909) 396-3739
Fax#(909) 396-3342

BAAQMD: PH# (415) 749-4762

NATEC International, Inc.

National Association of Training and Environmental Consulting
Asbestos • Lead • Mold • HAZWOPER

PO Box 8657, Fountain Valley, CA 92728
(714) 678-2750, (800) 969-3228, Fax (714) 678-2757
www.natecintl.com

NATEC International, Inc.

National Association of Training and Environmental Consulting
This Card Acknowledges That
Johana Quintana-Hernandez

Holds Training Certification For
Asbestos Building Inspector Refresher Course

Training Date: 5/16/2024
Certificate No: ABIR0516240026N39750

Michael W. Horner
Training Director

Important Industry Contacts

CAL-OSHA: PH# (916) 574-2993
(916) 483-0572 Fax Notification
Web: www.dir.ca.gov or calosha.com

CDPH/CLPPB: PH# (510) 620-5600
Web: www.cdph.ca.gov/programs/CLPPB

SCAQMD: PH# (909) 396-3739
Fax#(909) 396-3342

BAAQMD: PH# (415) 749-4762

NATEC International, Inc.

National Association of Training and Environmental Consulting
Asbestos • Lead • Mold • HAZWOPER

PO Box 8657, Fountain Valley, CA 92728
(714) 678-2750, (800) 969-3228, Fax (714) 678-2757
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NATEC International, Inc.

National Association of Training and Environmental Consulting
This Card Acknowledges That
Johana Quintana-Hernandez

Holds Training Certification For
Asbestos Contractor/Supervisor Refresher Course

Training Date: 5/17/2024
Certificate No: ASR0517240029N39685

Michael W. Horner
Training Director

Certificate Of Completion

Asbestos Management Planner Refresher Course

DOSH #:CA-015-08

Johana Quintana-Hernandez

AMPR0516240014N39801

Norm Kramer

Principal Instructor

Michael W. Horner
Training Director

5/16/2024

Course Start Date

5/16/2024

Course End Date

5/16/2024

Exam Date

5/16/2025

Expiration Date

This course satisfies the education requirements for Asbestos accreditation under the Toxic Substances Control Act, Title II. This course has been approved by the Department of Industrial Relations, Division of Occupational Safety and Health of the State of California



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National Association of Training and Environmental Consulting



1100 Technology Circle, Suite A, Anaheim, CA 92805 • www.natecintl.com • 800-969-3228

Certificate Of Completion

Asbestos Project Designer Refresher Course

DOSH #:CA-015-10

Johana Quintana-Hernandez

APDR0528240011N39848

Rodney Stansfield

Principal Instructor

Michael W. Horner
Training Director

5/28/2024

Course Start Date

5/28/2024

Course End Date

5/28/2024

Exam Date

5/28/2025

Expiration Date

This course satisfies the education requirements for Asbestos accreditation under the Toxic Substances Control Act, Title II. This course has been approved by the Department of Industrial Relations, Division of Occupational Safety and Health of the State of California



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Asbestos Management Planner Refresher Course

Training Date: 5/16/2024
Certificate No: AMPR0516240014N39801

Michael W. Horner
Training Director

Important Industry Contacts

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Johana Quintana-Hernandez

Holds Training Certification For
Asbestos Project Designer Refresher Course

Training Date: 5/28/2024
Certificate No: APDR0528240011N39848

Michael W. Horner
Training Director

tel - 310-670-7900

free - 855-507-8900

fax - 310-697-0177

PatriotLab.com

58308 Hannum Avenue, Culver City, CA 90230

**September 26, 2024**

Bianca Cardenas

City of Manhattan Beach

3621 Bell Avenue

Manhattan Beach, CA 90266

Re: **Comprehensive Lead-based Paint Survey**

Public Parking Lot 3

12th Street x Morningside Drive

Manhattan Beach, CA 90266

Project No: LA172027

Dear Ms. Cardenas,

On September 18, 2024, Patriot Environmental Laboratory Services Inc. (Patriot) performed a lead-based paint inspection at the site listed above. The structure surveyed included a three level parking structure. A total of nine (9) paint chip samples were collected from the interior and exterior of the subject structure.

FINDINGS

The samples were collected at these locations and yielded the following results:

SAMPLE #	COLOR/MATERIAL	LOCATION	CONDITION	RESULTS (ppm)
L-1	White Paint Chip	Front Entry 12 th Street Handrail	Intact	<180
L-2	Yellow Paint Chip	Front Entry 12th Street Post	Intact	33,000
L-3	White Paint Chip	Front Entry 12th Street Post	Intact	31,000
L-4	White Paint Chip	Front Entry 12 th Street Concrete	Intact	3,900
L-5	White Paint Chip	Front Entry 12 th Street Metal Support Beam	Intact	4,700
L-6	White Paint Chip	Side Entry Morning Side Street Stairs Support Beam	Intact	290
L-7	White Paint Chip	2nd Floor Concrete Post	Intact	11,000
L-8	Grey Paint Chip	3 rd Floor Concrete Paint Coating	Intact	<190
L-9	Blue Paint Chip	Handicap Parking Space Paint	Intact	480

Note: As established by the HUD Guidelines, the definition of Lead-based paint (LBP) is any paint, varnish, lacquer, putty, plaster, or similar coating material which contains lead or its compounds equal to or greater than 5,000 parts per million (ppm) by dry weight or more of lead.

FINDINGS

The table above indicates that painted surfaces and components throughout the subject structure may contain lead below and above the limit of detection. These sample results are indicative of all similar interior and exterior building components and surfaces located throughout the surveyed structure. **Three (3) of the 9 paint chip samples collected were determined to contain lead above 5,000 ppm.**

A complete copy of all laboratory data is provided as an attachment to this document.

CONCLUSIONS / RECOMMENDATIONS

Prior to demolition, Patriot recommends that waste characterization sampling be conducted on all components that were determined to be above 5,000 ppm to establish the waste disposal requirements for these items. Physical removal of the components should only be conducted in accordance with Title 17, CCR, Division 1, Chapter 8: Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards.

It is important to note that lower concentrations of lead were detected on other components and surfaces sampled within the site structure. Therefore, Patriot recommends that any contractor who would disturb any lead-containing surfaces be notified of the hazard and their requirement to comply with the OSHA Lead in Construction Standard (1926.62) and Cal/OSHA CONSTRUCTION SAFETY ORDERS, LEAD SECTION 1532.1, Title 8, California Code of Regulations (CCR), effective November 4, 1993 (revised March 7, 1997).

All lead related construction work performed in the State of California must be in compliance with Title 17, CCR, Division 1, Chapter 8: Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards.

Patriot would be pleased to answer any questions that you may have regarding this report.

Reviewed by:



09/26/2024

Fernando Najera-Hernandez

Date

California DPH Certified LBP Inspector/ Risk Assessor #LRC-00013243

Attachments: 1) Laboratory Data
2) Certifications
3) DPH 8552 Form

tel - 310-670-7900
free - 855-507-8900
fax - 310-697-0177
PatriotLab.com

5830B Hannum Avenue, Culver City, CA 90230



Valued Customer,

Please find attached lead results for your project. For your convenience the following regulatory information is provided.

Through the **EPA¹**, the RRP (Renovation, Repair, and Painting Rule) defines lead based paint as any paint, varnish, lacquer, putty, plaster, or similar coating material which contains lead or its compounds equal to or greater than 5,000 parts per million (ppm) by dry weight, 1.0mg/cm² by XRF, or 0.5% by weight.

In **Los Angeles County**, Title 11, 11.28.010 further defines lead-based paint as any paint, varnish, lacquer, putty, plaster, or similar coating or structural material which contains lead or its compounds equal to or greater than seven-tenths (0.7) of one mg/cm² by XRF.

Note:

- **5,000 ppm or greater – requires “lead abatement” as defined by the EPA**
- **1 ppm – 4,999 ppm – “lead abatement” as defined by the EPA, NOT required (follow Cal/OSHA rules for worker protection)**
- **0 ppm – no protection required.**

OSHA² regulates any and all levels of lead in paint when that paint is disturbed and exposed to the employee above the action level of 30 micrograms per square meter of air.

The attached data should be provided to any contractor or individual that may disturb painted surfaces with any amount of lead at your project.

If you have any questions regarding your results do not hesitate to contact the Field Department at 310-670-7900. We will be more than happy to assist you with any inquiries you may have regarding this project.

Regards,

The Field Department

tel 310-670-7900 | free 855-507-8900 | fax 310-697-0177 |
lafIELDServices@patriotlab.com

¹ “Renovation, Repair and Painting (RRP).” *Lead in Paint, Dust, and Soil*. 4 April 2011. 12 April [2011](http://www.epa.gov/lead/pubs/renovation.htm).
www.epa.gov/lead/pubs/renovation.htm.

² “Title 8 California Code of Regulations.” *Cal/OSHA Construction Safety Orders, Lead Section 1532.1*. 6 March 2007. 18 April [2011](http://2011.www.cdph.ca.gov/programs/olppp/Documents/lic.pdf). [www.cdph.ca.gov/programs/olppp/Documents/lic.pdf](http://2011.www.cdph.ca.gov/programs/olppp/Documents/lic.pdf).

Certificate of Analysis

Lead in Paint

SOP IV.6.4c/IV.5c

tel - 714-607-5227
 free - 855-968-7522
 OCLab@patriotlab.com
 1041 S. Placentia Avenue, Fullerton, CA 92831

PATRIOT LAB

City of Manhattan Beach
 Bianca Cardenas
 3621 Bell Avenue
 Manhattan Beach, CA 90266

Report Number: 1055905 Revision
 Project Number: LA172027
 Project Name: Public Parking Lot 3
 Project Location: 12th Street x Morningside Drive
 Manhattan Beach, 90266

Date Collected: 9/18/2024
 Date Received: 9/19/2024
 Date Analyzed: 9/19/2024
 Date Reported: 9/19/2024

Collected By: Eduardo Beltran
 Claim Number:
 PO Number:
 Number of Samples: 9

Lab/Client ID	Location	Material Description	Result (ppm)
1055905-001 L-1	Front Entry 12th Street Handrail	White Paint Chip	<180
1055905-002 L-2	Front Entry 12th Street Post	Yellow Paint Chip	33000
1055905-003 L-3	Front Entry 12th Street Post	White Paint Chip	31000
1055905-004 L-4	Front Entry 12th Street Concrete Paint	White Paint Chip	3900
1055905-005 L-5	Front Entry 12th Metal Support Beam	White Paint Chip	4700
1055905-006 L-6	Side Entry Morning Side Street Stairs Support Beam	White Paint Chip	290
1055905-007 L-7	Concrete Post 2nd Floor	White Paint Chip	11000
1055905-008 L-8	Concrete Paint Coating 3rd Floor	Grey Paint Chip	<190
1055905-009 L-9	Handicap Parking Space Paint	Blue Paint Chip	480

Certificate of Analysis

Lead in Paint
SOP IV.6.4c/IV.5c

tel - 714-607-5227
free - 855-968-7522
OCLab@patriotlab.com
1041 S. Placentia Avenue, Fullerton, CA 92831



City of Manhattan Beach
Bianca Cardenas
3621 Bell Avenue
Manhattan Beach, CA 90266

Report Number: 1055905 Revision
Project Number: LA172027
Project Name: Public Parking Lot 3
Project Location: 12th Street x Morningside Drive
Manhattan Beach, 90266

Date Collected: 9/18/2024
Date Received: 9/19/2024
Date Analyzed: 9/19/2024
Date Reported: 9/19/2024

Collected By: Eduardo Beltran
Claim Number:
PO Number:
Number of Samples: 9

Lab/Client ID	Location	Material Description	Result (ppm)
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Note: This is an amended report issued on 9/19/24 and reissued the same-day. Sample 7 has been updated.

Sarah Farias - Analyst

Kwin Sheena Legaspi - Lab Manager - Approved By

Reporting Limit: 20ug or 100ppm for samples weighed >200mg under normal preparatory conditions. Reporting limit may change depending on the amount of material weighed for analysis and/or the final preparatory dilution. EPA Renovation, Repair, and Painting Rule (40CFR745) Guidelines: 0.5% lead by weight of paint or 5000ppm. Condition of samples as received is fair unless otherwise noted. The results reported pertain only to the items tested. Test data are accurate to two significant figures. Data have not been corrected with instrument or process blanks. Unless otherwise noted, the reported test results have passed necessary quality control requirements. Reference Method: EPA 3050B/7420. This report was issued by a CA Water Board ELAP (Lab No.2540) accredited laboratory and may not be reproduced, except in full, without the expressed written consent of Patriot Environmental Laboratory Services, Inc. This report must not be used to claim product certification, approval or endorsement by CA Water Board ELAP or any government agency.

Lab Use Only: 1055905

Turn Around Time:

() ERS () 24 HRS
() 48 HRS () 72 HRS

tel - 310-670-7900
free - 855-507-8900
fax - 310-697-0177
PatriotLab.com

5830B Hannum Avenue, Culver City, CA 90230



LEAD CHAIN OF CUSTODY

Name: <u>Public Parking Lot 3</u>	Project #: <u>LA172027</u>
Project Address: <u>12th Street X MorningSide Dr</u>	City, Zip: <u>Manhattan Beach, 90266</u>

Sample #	Sample Description	Location/Surface	Condition / Area Wiped	Substrate
L1	Color: <u>EB White</u> (X) Paint Chip () Ceramic Tile () Soil () Lead Wipe () Waste Characterization	Front Entry (12th Street) Hand rail	() Intact (X) Fair () Poor () 1 SF Area	() Drywall () Plaster () Wood
L2	Color: <u>Yellow</u> (X) Paint Chip () Ceramic Tile () Soil () Lead Wipe () Waste Characterization	Front Entry (12th Street) Post	() Intact (X) Fair () Poor () 1 SF Area	() Drywall () Plaster () Wood
L3	Color: <u>EB White</u> (X) Paint Chip () Ceramic Tile () Soil () Lead Wipe () Waste Characterization	Front Entry (12th Street) Post	() Intact (X) Fair () Poor () 1 SF Area	() Drywall () Plaster () Wood
L4	Color: <u>White</u> (X) Paint Chip () Ceramic Tile () Soil () Lead Wipe () Waste Characterization	Front Entry (12th Street) Concrete Paint	() Intact (X) Fair () Poor () 1 SF Area	() Drywall () Plaster () Wood
L5	Color: <u>EB White</u> (X) Paint Chip () Ceramic Tile () Soil () Lead Wipe () Waste Characterization	Front Entry (12th Street) metal support beam	() Intact (X) Fair () Poor () 1 SF Area	() Drywall () Plaster () Wood
L6	Color: <u>White</u> (X) Paint Chip () Ceramic Tile () Soil () Lead Wipe () Waste Characterization	Side Entry (MorningSide St) Stairs support beam	() Intact (X) Fair () Poor () 1 SF Area	() Drywall () Plaster () Wood
L7	Color: <u>White</u> (X) Paint Chip () Ceramic Tile () Soil () Lead Wipe () Waste Characterization	Concrete post 2nd Floor	() Intact (X) Fair () Poor () 1 SF Area	() Drywall () Plaster () Wood
L8	Color: <u>Grey</u> (X) Paint Chip () Ceramic Tile () Soil () Lead Wipe () Waste Characterization	Concrete paint coating 3rd floor	(X) Intact () Fair () Poor () 1 SF Area	() Drywall () Plaster () Wood
L9	Color: <u>Blue</u> (X) Paint Chip () Ceramic Tile () Soil () Lead Wipe () Waste Characterization	Handicap parking space paint	() Intact (X) Fair () Poor () 1 SF Area	() Drywall () Plaster () Wood

Sampled/Relinquished-Print/Sign: <u>Eduardo Beltran</u>	Date: <u>9/18/24</u> Time: <u>1440</u>
Received/Relinquished-Print/Sign: <u>Lina Villalobos</u>	Date: <u>9/18/24</u> Time: <u>1600</u>
Received-Print/Sign: <u>Ayanna Melendez</u>	Date: <u>9/19</u> Time: <u>8:00AM</u>

Page ____ of ____

9119C 1:40PM



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Eduardo Beltran

CERTIFICATE TYPE:

Lead Sampling Technician

NUMBER:

LRC-00013200

EXPIRATION DATE:

8/26/2025

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Fernando Najera

CERTIFICATE TYPE:

Lead Inspector/Assessor

Lead Sampling Technician

NUMBER:

LRC-00013243

LRC-00008246

EXPIRATION DATE:

9/9/2025

2/17/2025

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation 9/18/2024

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

☒ Lead Inspection ☐ Risk assessment ☐ Clearance Inspection ☐ Other (specify)

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address [number, street, apartment (if applicable)]		City	County	Zip Code
12th Street x Morningside Drive		Manhattan Beach	Los Angeles	90266
Construction date (year) of structure	Type of structure		Children living in structure?	
Pre-1978	<input type="checkbox"/> Multi-unit building <input type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input checked="" type="checkbox"/> Other Parking Structure		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't Know	

Section 4 — Owner of Structure (if business/agency, list contact person)


Name		Telephone number	
Owner's Representative - Bianca Cardenas of City of Manhattan Beach		310-802-5357	
Address [number, street, apartment (if applicable)]		City	State
3621 Bell Avenue		Manhattan Beach	CA
			Zip Code
			90266

Section 5 — Results of Lead Hazard Evaluation (check all that apply)

☐ No lead-based paint detected ☒ Intact lead-based paint detected ☐ Deteriorated lead-based paint detected

☐ No lead hazards detected ☐ Lead-contaminated dust found ☐ Lead-contaminated soil found ☐ Other

Section 6 — Individual Conducting Lead Hazard Evaluation

Name		Telephone number	
Eduardo Beltran (LRC-00013200)		310-670-7900	
Address [number, street, apartment (if applicable)]		City	State
5830B Hannum Avenue		Culver City	CA
			Zip Code
			90230
CDPH certification number	Signature		Date
LRC-00013243			9/26/2024

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Section 7 — Attachments

A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;

B. Each testing method, device, and sampling procedure used;

C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

California Department of Public Health
Childhood Lead Poisoning Prevention Branch Reports
850 Marina Bay Parkway, Building P, Third Floor
Richmond, CA 94804-6403
Fax: (510) 620-5656



**CITY OF MANHATTAN BEACH
PUBLIC WORKS DEPARTMENT
Engineering Division**

CONTRACT CHANGE ORDER NO. 1 (FINAL)

DESCRIPTION: LOT 3 PARKING STRUCTURE EMERGENCY DEMOLITION

TO: AMERICAN WRECKING, INC.

SUMMARY: This change order is for adjustment in bid quantities and early completion. Early completion deducted 24 working days from the project schedule.

You are hereby instructed to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES			
Description (Detailed Explanation Attached)		Change in Contract Price¹	Change in Work Days
Deductions/Credits			
1.1	Adjustment in Bid Quantities for Bid Items	(\$18,086.99)	0
Total Deductions		(\$18,086.99)	0
Additional Project Cost			
1.2	Bonus for Early Completion	\$48,000.00	(24)
Total Extra Work		\$48,000.00	(24)
Net Change in Contract Price and Work Days		\$29,913.01	(24)

¹Deduction or decrease in Contract Price is denoted in parentheses.

The following change is hereby made a part of the Contract Documents and shall be performed under the same terms and conditions as required by the original Contract Documents. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT\$ 238,887.00
CCO1 (FINAL).....\$ 29,913.01
TOTAL \$268,800.01

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK:.....October 31, 2024
CONTRACT WORKING DAYS40
EARLY COMPLETION: CCO 1.....(24)

NEW TOTAL WORKING DAYS:.....16
LAST DAY OF WORKNovember 22, 2024

**CHANGE ORDER DETAIL**

Change Order No.: 1

Project No.: E1300-24C

Description: LOT 3 PARKING STRUCTURE EMERGENCY DEMOLITION

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Change Order Item No. 1.1: Adjustment in Bid Quantities for Bid ItemsA. Reason for Change:

The final confirmed amounts varied from the approximated bid quantities.

B. Description of Change:

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST ¹
6	Special Project Site Maintenance and Public Convenience and Safety	LS	\$ 20,000	1	0.0956	(0.9044)	\$ (18,086.99)

C. Change in Contract Cost:

Subtract \$18,086.99

D. Change in Completion Date:

No change in Working Days

Change Order Item No. 1.2: Early Completion

A. Reason for Change: Per the Emergency Contract Section 6: Bonus for Early Completion, If the Contractor completes the Work prior to the date established in this Contract (as such may be extended in accordance with the Contract Documents), then the Contractor will be entitled to an early completion bonus equal to \$2,000 for each Working Day that the Work is completed prior to the date established in this Contract.

B. Description of Change: The Contractor's work commenced on October 31st, 2024 and completed on November 22, 2024, totaling 16 utilized working days out of the 40 allowable working days stipulated in the Contract. This resulted in 24 working days of early completion at \$2,000 per day, totaling \$48,000.

C. Change in Contract Cost:

Add \$48,000



CITY OF MANHATTAN BEACH
Project No. E1300-24C

D. Change in Completion Date:
Subtract 24 Working Days

SIGNATURE PAGE TO FOLLOW:



The original Contract Price was \$238,887. Contract Change Order No. 1 increased the Contract Price by \$29,913.01. The new Contract Price will be \$268,800.01, resulting in an increase of approximately 12.52% to the original Contract.

Ordered: Signed by:
Ted Semaan
A6B6F55C77AE462... Date: 12/2/2025
Ted Semaan, Interim Public Works Director

Concurred by: Signed by:
Gilbert Gamboa, Acting Civil Engineer
992E0A58C72C469... Date: 12/2/2025
Gilbert Gamboa, Acting City Engineer

Concurred by: Signed by:
Bianca Cardenas
0040940751C84DE... Date: 12/2/2025
Bianca Cardenas, Project Manager

Acceptance by the Contractor:

This Change Order is in full compromise and settlement of all adjustments to Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of these Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in this Change Order. By execution of this Change Order, the Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of any nature, character or kind arising out of or incidental to this Change Order.

Signed: DocuSigned by:
Juan G. Galaviz
3D053F7CF8524FB... Date: 12/2/2025
Title: Juan G. Galaviz, Vice President