

**CITY OF MANHATTAN BEACH CONTRACT FOR
EMERGENCY SHORING SERVICES AT PARKING LOT 3 [PROJECT]**

THIS CONTRACT ("Contract") is made and entered this 4th day of August, 2026 ("Effective Date"), by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and APPLIED RESTORATION, INC., a California corporation ("Contractor"). The Contractor's California State Contractor's license number is 1081367 and Contractor's DIR registration number is 1000000100.

RECITALS

A. This is an emergency procurement pursuant to Public Contracts Code 22050 as a result of an imminent threat to public health and safety resulting from deteriorating conditions of the Lot 3 parking structure ("the Structure"), a three-story City-owned parking structure that was located at 1155 Morningside Drive, Manhattan Beach, CA 92066. The public interest and necessity required declaration of a local emergency, the immediate closure of the Structure, and the expenditure of public money for emergency shoring of Lot 3 and other repair work to safeguard life, health, and property without complying with the competitive bidding requirements of the Public Contract Code.

B. Pursuant to Resolution No. 12-6422, adopted by the City Council on December 4, 2012, in the event of an emergency the City Manager is authorized to order any action specified in Public Contract Code Section 22050, including the authority to order the repair of public facilities without advertising for bids when the repair is in the public interest and necessitates the immediate expenditure of public money to safeguard life, health, or property.

C. In June 2024, during a routine onsite inspection, staff observed visible corrosion in the steel columns and staircases leading to the third level of the Structure, and as a result, the third level of the Structure was closed to the public to protect the public health, safety and welfare. Following additional onsite inspections and structural assessments evaluating the structural integrity of the Structure, it was determined that the immediate shoring or closure of the Structure was necessary in the interests of public safety. Thereafter on July 30, 2024, the Structure was fully closed to the public, including the sidewalks along 12th Street and Morningside Drive due to the portions of the Structure that overhang the public right-of-way, and on August 6, 2024 temporary fencing was placed around the Structure. In addition, it was determined that emergency shoring was necessary to eliminate any safety risk to the public from Lot 3 pending demolition of the Structure, and the City Manager authorized the Contractor to carry out emergency temporary shoring of the Structure to protect the health and safety. The Contractor carried out the emergency temporary shoring in a safe and workmanlike manner between August 15, 2024 and September 4, 2024, all work was completed on September 4, 2024, and the Contractor has not performed any further work since September 4, 2024.

D. On September 3, 2024, the City Council adopted Resolution No. 24-0105, declaring a local emergency at the Lot 3 Parking Structure and authorizing the City Manager, to secure, demolish and replace the structure pursuant to emergency

procedures. By this resolution, the City Council acknowledged the engagement of the Contractor in August 2024 to immediately commence installation of temporary shoring at the Structure to stabilize the Structure for the protection of the public and nearby property. The City Council directed the City Manager to execute all contracts and documents with contractors and vendors for the demolition, repair and replacement of the Structure, and to take any directly related and immediate action required by the emergency and to procure the necessary equipment, services and supplies for those purposes without giving notice for bids. The City Council also delegated authority to the City Manager, Public Works Director and City Engineer to order other immediate actions directly related to the emergency situation to address the emergency situation. The City Council further ratified and approved all actions taken by the City Manager, Public Works Director and City Engineer to carry out the emergency repairs and procurement of equipment, services and supplies for those purposes since June 18, 2024.

Now, therefore, 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, the Scope of Work and Fee Schedule attached hereto as **Exhibit A** (including Contractor's Invoice No. 2024-57 dated October 1, 2024 and construction drawings) (collectively, Scope of Work), **Exhibit B** (City Insurance Requirements), **Exhibit C** (Labor Code and Prevailing Wage Requirements), and all permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. **Exhibits A, B and C** are attached hereto and incorporated herein by reference. In the event of any conflict between the provisions of this Contract, on the one hand, and the other Contract Documents on the other hand, the provisions of this Contract shall prevail. No provision of the Contractor's Invoice shall modify or supersede any provisions of this Contract.
2. General Scope of Work; Term; Termination. The Contractor shall procure and furnish all necessary labor, tools, materials, and expertise for Lot 3 Emergency Shoring Project ("Project") (the "Work") as more particularly described in the Scope of Work attached as **Exhibit A**. All Work shall be performed in good and workmanlike manner and in accordance with any further written instructions, if any, of the Director of Public Works or his/her designated representative. The term of this Contract shall commence upon the Effective Date and, unless terminated as provided herein, shall continue until (a) all required work is completed, (b) fully executed releases as to any and all lien rights of any and all subcontractors have been received by the City, and (c) the time within which any liens, stop notices or other claims for payment by subcontractors, laborers, and/or materialmen can be asserted against the City has expired. Time is of the essence in this Contract. The City may terminate this Contract, without cause, at any time by providing the Contractor with not less than ten days' prior written notice. Provided the Contractor is not then in breach, the Contractor will be paid for work satisfactorily completed and for all deliverables received.

3. Compensation.

a. Contract Price and Basis for Payment; Term. 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 in accordance with the lump sum prices and unit prices as set forth in **Exhibit A**. The total sum of the unit prices and lump sum prices for the Work awarded by the City is \$103,826.82 ("Maximum Compensation"). The City shall pay to the Contractor for furnishing the material, equipment, supplies, services and doing the prescribed Work according to the unit prices and/or lump sum set forth in **Exhibit A**. The City shall not owe or pay any interest on the Maximum Compensation. In no event shall the Contractor pay more than the Maximum Compensation.

b. Payment Procedures. Based upon the Invoice for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 9 of the Standard Specifications, as modified by Section 9 of the General Provisions.

c. Retention. Five percent (5%) of any progress payment will be withheld as retention. City shall withhold not less than five percent (5%) of the Maximum Compensation from the final payment until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of completion or cessation, but not later than the period permitted by Public Contract Code Section 7107. In accordance with Public Contract Code Section 22300, and at the request and expense of Contractor, substitution of securities equivalent to the amount withheld is permitted. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

4. Prevailing Wages. Notwithstanding any statement to the contrary in the Contractor's proposal or quote, the City and the Contractor acknowledge that this project is a public work to which prevailing wages apply. The document titled "Labor Code and Prevailing Wage Requirements" is attached hereto as **Exhibit C**. The Contractor shall comply with all provisions of **Exhibit C**.

5. Insurance. Prior to carrying out the Project, Contractor provided the City with a Certificate of Insurance demonstrating that the Contractor had and would maintain during the term of the Project, insurance that complied with the insurance requirements of the City, as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

6. Indemnification, Hold Harmless and Duty to Defend.

a. Indemnities.

1) 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 officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of the City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses,

liabilities, claims, demands, causes of action, proceedings, expenses, judgments, bid protests, stop notices, preliminary notices, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, 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 this Agreement, including the Indemnitees' passive negligence, except for Liabilities arising from the sole or active negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the Parties. In instances where the Indemnitees are shown to be actively negligent or to have engaged in willful misconduct, and where such active negligence or willful misconduct by Indemnitees accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence or willful misconduct of the Indemnitees, as determined by judicial court decision or by the agreement of the Parties. 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.

2) The Contractor shall pay all required taxes on amounts paid to the Contractor under this Agreement, 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 this Agreement. 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 this Agreement 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 subparagraph a.2).

3) The Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 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 this Agreement. 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 this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole

negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

b. Workers' Compensation Acts Not Limiting. The Contractor's indemnifications and obligations under this Section, or any other provision of this 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.

c. 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 this Agreement. The indemnities in this Section 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.

d. Survival of Terms. The Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

7. 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."

8. Licenses.

a. The Contractor is aware of California Labor Code Sections 1777.1 and 1777.7, which prohibit the Contractor or any subcontractors who have been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a contractor or subcontractor on a public works project for specified periods of time.

b. Pursuant to Public Contract Code Section 6109 and California Business and Professions Code Section 7028.15, the Contractor shall be licensed as required by the Contractors' State License Board of the State to perform the work. Pursuant to Public Contract Code Section 3300 and at all times during the term of this Contract, the Contractor possessed a Class B California contractor's license.

c. The Contractor has investigated and will ensure that any subcontractor possesses a valid specialty trade license in its trade as required by law.

9. Warranty. The warranty applicable to the Work pursuant to this Contract shall be as set forth in:

a. Section 3-13.3 of the Standard Specifications.

b. **Exhibit A.**

10. 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.

11. Ownership of Documents and Work Product.

a. All documents, plans, specifications, reports, photographs, images, video files and media created or developed by the Contractor pursuant to this Contract ("Written Products") shall be and remain the property of the City without restriction or limitation upon its use, duplication or dissemination by the City. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. The Contractor shall not obtain or attempt to obtain copyright protection as to any Written Products.

b. The Contractor hereby assigns to the City all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in the City pursuant to the paragraph directly above.

c. The Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Contract, and that the City has full legal title to and the right to reproduce the Written Products. The Contractor shall defend, indemnify and hold the City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of the City officials, harmless from any loss, claim or liability in any way related to a claim that the City's use of any of the Written Products is violating federal, State or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. The Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Contract. In the event the use of any of the Written Products or other deliverables hereunder by the

City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at his or her expense, shall: (i) secure for the City the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for the City; or (ii) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Contract. This covenant shall survive the termination of this Contract.

d. Upon termination, abandonment or suspension of the project, the Contractor shall deliver to the City all Written Products and other deliverables related to the project. If the Contractor prepares a document on a computer, the Contractor shall provide the City with that document both in a printed format and in an acceptable electronic format.

12. Third-Party Claim. Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to this Contract. The City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

13. Independent Contractor.

a. The Contractor is and shall at all times remain, as to the City, a wholly independent contractor. The personnel performing the Services under this Contract on behalf of the Contractor shall at all times be under the Contractor's exclusive direction and control. Neither the City nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of the Contractor or any of the Contractor's employees except as set forth in this Contract, and the Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to the City in such a manner and to such persons, firms, or corporations as the Contractor wishes except as expressly provided in this Contract. The Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent.

b. The Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees are in any manner agents, servants or employees of the City. The Contractor agrees to pay all required taxes on amounts paid to Contractor under this Contract, and to 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 this Contract. The Contractor shall fully comply with the workers' compensation law regarding the Contractor and its employees, and the Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with applicable workers' compensation laws. The City shall have the right to offset against the amount of any fees due to the Contractor under this Contract any amount due to the City from the Contractor as a result of its failure to promptly pay to the City any reimbursement or indemnification arising under this Section.

14. Resolution of Disputes. All claims arising out of or related to the Contract Documents or this project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. Manhattan Beach Municipal Code Chapter 2.56, governing claims and actions against City, shall govern the procedures of the claim process, and the provisions of Manhattan Beach Municipal Code Chapter 2.56 are hereby incorporated herein.

All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act and Municipal Code Chapter 2.56 as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

15. Assignment. The Contractor shall not assign or transfer any interest in this Contract or any part thereof, whether by assignment or novation, without the City's prior written consent. Any purported assignment without written consent shall be null and void; and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment.

16. Governing Law and Venue. Should either party to this Contract bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of the State, excluding California's choice of law rules. Venue for any such action relating to this Contract shall be in the Los Angeles County Superior Court.

17. Attorneys' Fees. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Contract or because of an alleged dispute, breach, default or misrepresentation in connection with this Contract, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to any other relief to which the party may be entitled.

18. Notices. Except as otherwise required by law, any notice, request, direction, demand, payment, consent, waiver, approval or other communication required or permitted to be given hereunder to City shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to City at the address stated below, or at such other address as City may hereafter notify Contractor in writing as aforementioned:

TO CITY:

City of Manhattan Beach
Attn: Public Works Director

TO CONTRACTOR:

Applied Restoration, Inc.
Attn: Oscar Bianchi

1400 Highland Avenue
Manhattan Beach, California 90266

1965 Gillespie Way, 104.
El Cajon, CA 92020

COPY TO CITY ATTORNEY:
City of Manhattan Beach
Attn: City Attorney
1400 Highland Avenue
Manhattan Beach, CA 90266

If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and federal, State, religious, County of Los Angeles or City holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

19. Reservation of Rights. The Parties, and each of them, reserve any and all rights that each may have with respect to the Work and/or the Project, notwithstanding any provision of this Agreement.

20. 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.

21. 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.

22. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated 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.

23. 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

Contractor:

Applied Restoration, Inc.,
a California corporation

By: _____

Name: Talyn Mirzakhanian
Title: City Manager
Date:

By: _____

Name: Oscar Bianchi
Title: CEO

ATTEST:

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

By: _____

Name: Liza Tamura
Title: City Clerk
Date:

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney
Date:

APPROVED AS TO FISCAL IMPACT:

By: _____

Name: Libby Bretthauer
Title: Finance Director
Date:

APPROVED AS TO CONTENT:

By: _____

Name: Ramzi Awwad
Title: Public Works Director
Date:

Exhibit A

SCOPE OF WORK

(Contractor's Invoice No. 2024-57 dated October 1, 2024)

Applied Restoration Inc.

1965 Gillespie Way Ste 104
El Cajon, CA 92020-0500 USA
(619) 433-4701
maricela@appliedrestoration.com



INVOICE

BILL TO
1400 Highland Ave
Manhattan Beach, CA 90266

SHIP DATE 10/01/2024

INVOICE 2024-57
DATE 10/01/2024
TERMS Net 15
DUE DATE 10/16/2024

PROJECT
Parking Lot 3 Emergency Repairs

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Demo - Labor	1	49,392.00	49,392.00
	Demo - Material	1	17,102.03	17,102.03
	Demo - Welding	1	36,304.80	36,304.80
	Demo - Bond	1	1,027.99	1,027.99
BALANCE DUE				\$103,826.82

Tracked Time and Materials Breakdown:

Exhibit A

SCOPE OF WORK



SCOPE OF WORK COST BREAKDOWN

Ref. #
External/RCO#
GC Ref. #
Date: 5/7/25
Revision: 3/4/26

To: City of Manhattan Beach
1400 Highland Ave
Manhattan Beach, CA 90266

Project: Parking Lot 3 Demo

Description: City of Manhattan Beach - Parking Lot 3 Demo

Labor	Quantity	UOM	Rate	Total
Labor - Week of 08/17/2024	77	HR	\$ 105.00	\$ 8,085.00
Labor - Week of 08/24/2024	270	HR	\$ 105.00	\$ 28,350.00
Labor - Week of 08/31/2024	25	HR	\$ 105.00	\$ 2,625.00
Office Management	20	HR	\$ 105.00	\$ 2,100.00

Labor Charges: \$ 41,160.00

20% Markup: \$ 8,232.00

Total Labor Charges: \$ 49,392.00

Material

Ghanal Lumber	1	LS	14,359.42	\$ 14,359.42
Misc Materials (Home Depot, etc)	1	LS	511.91	\$ 511.91

Material Charges: \$ 14,871.33

15% Markup: \$ 2,230.70

Total Material Charges: \$ 17,102.03

Miscellaneous

Services - Blacksmith Design \$34,576.00 + 5% Markup	1	LS	36,304.80	\$ 36,304.80
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Total Miscellaneous Charges: \$ 36,304.80

NOTES: Time and Material breakdown for Lot 3 demo at the City of Manhattan Beach.

*Note PM, APM, and Superintendent labor hours are not reported to CPR.

AUTHORIZED BY:	Bianca Cardenas	Sub Total:	\$ 102,798.83
ON BEHALF OF:	City of Manhattan Beach	1% BOND	\$ 1,027.99
PROJECT MANAGER:	Zhanna Marchuk	COR Total:	\$ 103,826.82
ESTIMATOR:	Oscar Bianchi		

Current Contract: \$ -

PROPOSED NEW CONTRACT VALUE: \$ 103,826.82

SCOPE OF WORK

[illegible]

IDS GROUP
8/14/2024.



AS BUILT		DETAIL SCAB 8'-0" x 1'-0"	(3) 67
PHASE III THIRD LEVEL FRAMING PLAN			D-67
DATE OF THIS SET G.W.S. BY: <u> </u>	11/15/70	PARKING STRUCTURE 2175 STREET AND HORNINGSIDE DRIVE CITY OF MANHATTAN BEACH, CALIFORNIA	DRAWN BY: 7006
DATE BY: <u> </u>	12/30/70		SCALE: 1/8" = 1'-0"
DATE BY: <u> </u>	3/30/71		1
TREADWAY SCHWAS & ENGEL CIVIL AND STRUCTURAL CONSULTING ENGINEERS 3610 WILSHIRE BOULEVARD, LOS ANGELES, CALIF. 90010			S7

Exhibit A

SCOPE OF WORK

▲▲ IDS Group, Inc. (IDS)

Job No. 22R081

Project: M.B. LOT 3

By:

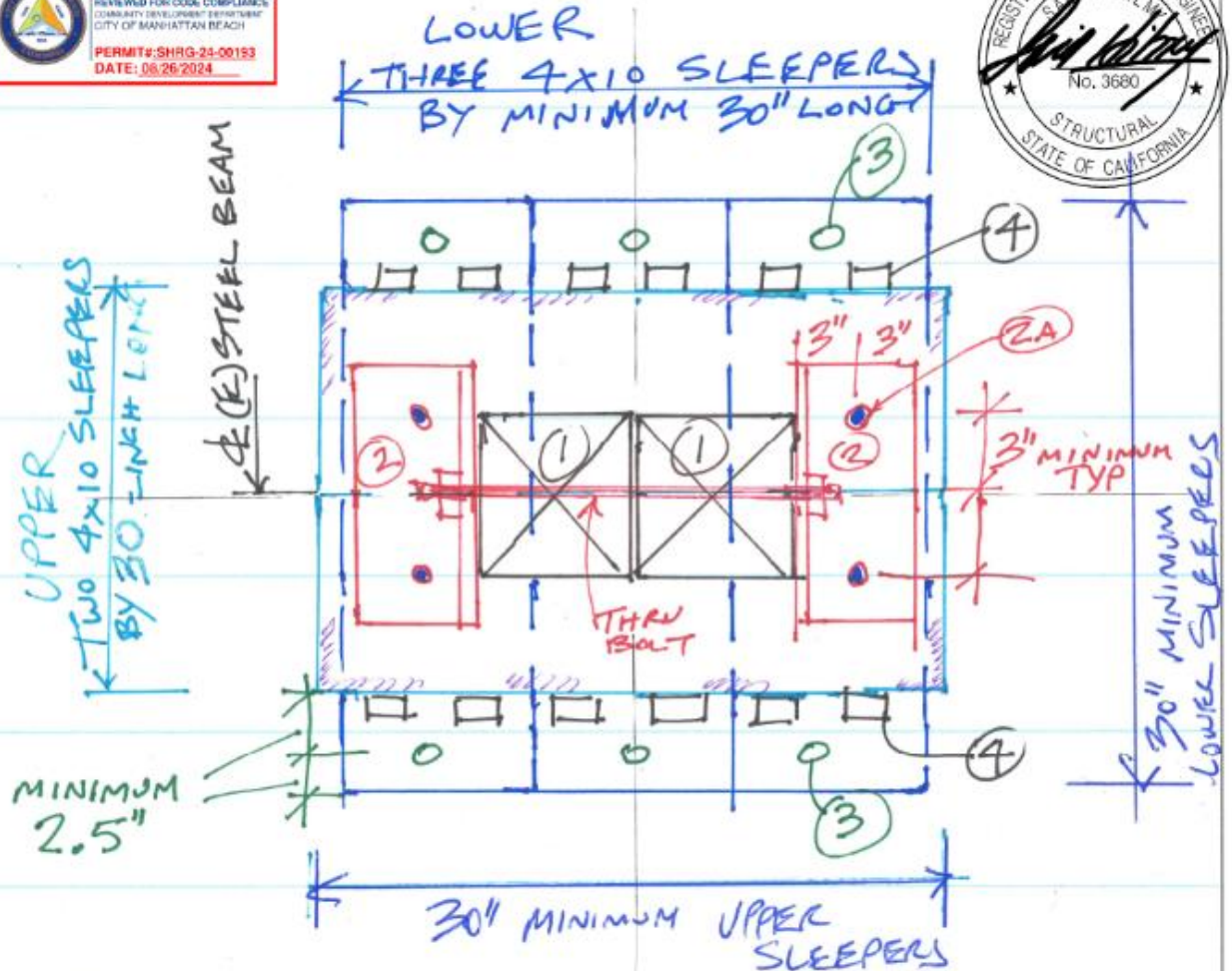
Chk'd:

Date: 8/12/2024

Subject: PLAN VIEW ABOVE LEVEL 2.

Section:

Page: of



(1) 8x8 SHORING POST

(2) L6x6x 5/16 x 10" MINIMUM.

(2A) 1/2" ϕ LAG BOLTS 3" EMBED INTO UPPER SLEEPERS
TWO PER L6x6.

(3) EXPANSION BOLTS OR THRU BOLTS TO CONCRETE
SLAB. 5/8" ϕ BOLTS, DO NOT CORE (E) REBAR.

(4) A35 CLIP UPPER TO LOWER SLEEPERS

Exhibit A

SCOPE OF WORK

▲▲ IDS Group, Inc. (IDS)

Job No: 22x081

Project: M.B. LOT 3

By :

Chk'd:

Date: 8/13/2024

Subject: PLAN VIEW @ GROUND LEVEL

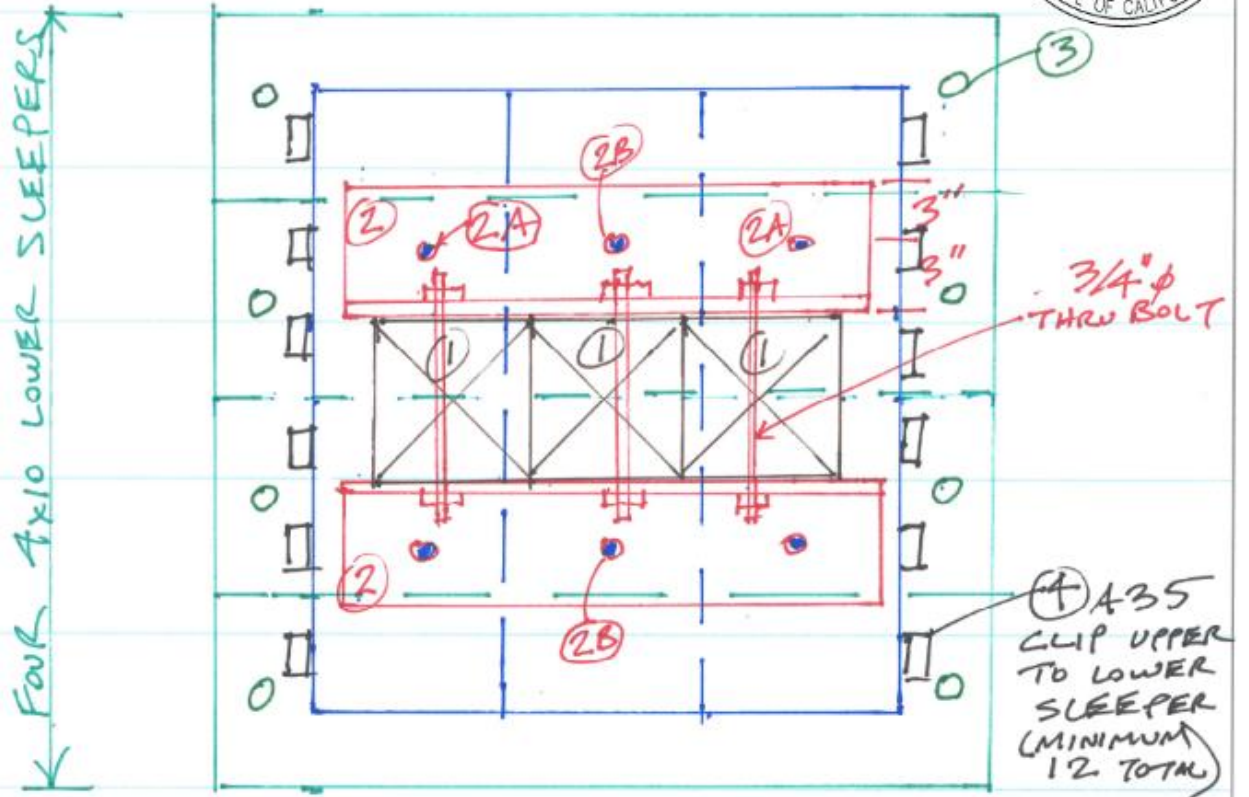
Section:

Page:



APPROVED
REVIEWED FOR CODE COMPLIANCE
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF MANHATTAN BEACH
PERMIT#: SHRG-24-00193
DATE: 08/26/2024

← THREE 4x10 UPPER SLEEPERS →



- ① 8x8 SHORING POST
- ② L6x6x5/16x27" MINIMUM
- ②A 1/2" ϕ LAG BOLTS 3" EMBED INTO UPPER SLEEPERS
- ②B 1/2" ϕ LAG BOLTS AT ANGLE MIDDLE, EMBED THRU UPPER SLEEPER AND CONTINUE 2.5" INTO LOWER SLEEPER.
- ③ 5/8" ϕ BOLTS LOWER SLEEPER TO SLAB-ON-GRADE. MINIMUM 3" EMBED. (E) SLAB THICKNESS UNKNOWN.
- ④ A35 CLIP UPPER TO LOWER SLEEPER (MINIMUM 12 TOTAL)

Exhibit B

CITY INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Contract carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Contract with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this **Exhibit B**.

3. 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 Contractor has no employees while performing Services under this Contract, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4. Professional Liability/Errors & Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this **Exhibit B** shall be issued by an insurer 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 Section 6 of the Contract.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Contract shall apply on a primary non-contributing basis in relation to any other insurance

or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Contract shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

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

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Contract during the term of this Contract. The commercial general and automobile liability policies required under this 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 City. If any insurance policy required under Contract is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

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

I. Evidence of Insurance. Prior to the performance of Services under this Contract, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Contract. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 6 of this Contract.

K. Broader Coverage/Higher Limits. If Contractor maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Contract to maintain insurance coverage that meets all of the requirements of this **Exhibit B**.

Exhibit C

LABOR CODE AND PREVAILING WAGE REQUIREMENTS

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

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

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

4. The project is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Contract by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

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

shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

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

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

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

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

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with this Contract, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of this Contract.

GANAHL LUMBER COMPANY
 1220 E. BALL RD., ANAHEIM, CA 92805-5993
 Phone# (714) 772-5444

***** CLERICAL USE ONLY *****

SALES TICKET
011379014

ORDER DATE Mon 08-12-24
 CUSTOMER# 73479.13
 NAME PRO FINISH PAINTING INC
 ORDERED BY MATT
 PHONE# (626) 712-9350

SALESPERSON CRAIG TAYLOR

Page 1 of 2

JOB NAME		PARKING STRUCTURE		UNLOAD INFO		ROLL	
DELIVER TO		1155 MORNINGSIDE DR		RAIN INFO		CALL	
INSTRUCTIONS		MANHATTAN BEACH CA 90266		CUST PO#		MATT	
REQUIRED		Thu 08-15		ESTIMATE# REF		452144	
LN#	QTY	SIZE	LEN	DESCRIPTION	FTG	UNIT PRICE	AMOUNT
0.				>> b/o 011379014-1 lea bill			
1.	15	8 X 8	12	DF #1 TREATED .31CAC	960	4975.00 M	4776.00 1pa
2.	8	4 X 10	12	BROWN #2/B DF .15CAC	320	1615.00 M	516.80 1pa
3.	65			SST: A35		0.55 E	35.75
4.				1 7/16 X 4 1/2" FRAMING ANGLE			
5.	1	PKG / 20		SST: STB2-62812		45.50 E	45.50
6.				STRONG-BOLT 2 ANCHOR 5/8 X 8-1/2			
7.	64	1/2x8 EA		HOG HEX LAG SCREW		1.99 E	127.36
8.	4	5/8" X 144"		ALL THREAD ROD-PLAIN		32.39 E	129.56
9.				A193 B7/F1554-105 CERTIFIED			
10.	1	3X3-5/8"(50BX		SQ.WASHER/BEARING PLATE		32.50 E	32.50
11.	100	5/8-11 EA		PLAIN HEX NUT		0.19 E	19.00
12.	4	3/4" X 144"		ALL THREAD ROD- PLAIN		40.55 E	162.20
13.				A193 B7/F1554-105 CERTIFIED			
14.	1	3X3-3/4"-50BX		SQ.WASHER/BEARING PLATE		34.50 E	34.50
15.	2	3/4-10 BX		HEX NUT (50)		25.85 E	51.70
16.				*****			
17.				ONLY CHARGE \$125 FOR CARTAGE			

1220 E. BALL RD., ANAHEIM, CA 92805-5993
Phone# (714) 772-5444

SALES TICKET
011379014

Page 2 of 2

UNLOAD INFO	ROLL
RAIN INFO	CALL
CUST PO#	MATT
ESTIMATE# REF	452144

[illegible]

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GANAHL LUMBER COMPANY
 10742 LOS ALAMITOS, LOS ALAMITOS, CA 90720
 Phone# (562) 346-2100

***** CLERICAL USE ONLY *****

SALES TICKET
061105022

ORDER DATE Thu 08-22-24
 CUSTOMER# 73479.13
 NAME PRO FINISH PAINTING INC
 ORDERED BY MATTHEW AUGUST
 PHONE# (626) 712-9350

SALESPERSON LIZZIE GOLDOWSKI

JOB NAME		PARKING STRUCTURE		UNLOAD INFO			
DELIVER TO		1155 MORNINGSIDE DR		RAIN INFO			
		MANHATTAN BEACH CA 90266		CUST PO#		2ND FLOOR	
INSTRUCTIONS				ESTIMATE# REF		452144	
REQUIRED		Thu 08-22 1:30P					

LN#	QTY	SIZE	LEN	DESCRIPTION	FTG	UNIT PRICE	AMOUNT
1.				2ND FLOOR HARDWARE			
2.	98			SST: A35		0.55 E	53.90
3.				1 7/16 X 4 1/2" FRAMING ANGLE			
4.	2	PKG / 20		SST: STB2-62812		45.50 E	91.00
5.				STRONG-BOLT 2 ANCHOR 5/8 X 8-1/2			
6.	96	1/2x8 EA		HDG HEX LAG SCREW		1.99 E	191.04
7.	6	5/8" X 144"		ALL THREAD ROD-PLAIN		32.39 E	194.34
8.				A193 B7/F1554-105 CERTIFIED			
9.	2	3X3-5/8"(50BX		SQ.WASHER/BEARING PLATE		32.50 E	65.00
10.	3	3/4-10 BX		HEX NUT (50)		25.85 E	77.55
						SUB-TOTAL	672.83
						CARTAGE	
						LUMBER FEE	
						TAX	62.24
						TOTAL	735.07

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APR

2600 DEL AMO BL, TORRANCE, CA 90503
Phone# (424) 350-3000

SALES TICKET
151029298

SALESPERSON CRAIG TAYLOR

UNLOAD INFO
RAIN INFO
CUST PO#
ESTIMATE# REF 452144

[illegible]

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1100 BRISTOL ST, COSTA MESA, CA 92626
Phone# (714) 556-1500

071748229

SALESPERSON LIZZIE GOLDOWSKI

UNLOAD INFO	HAND
RAIN INFO	CALL
CUST PO#	
ESTIMATE# REF	452144

[illegible]

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Santee 10PM 92020 W.



Santee 10PM 92020

Shop All Services DIY Log In

RECEIPT # H0620-671344



Show barcode for returns or pickups.

Date Ordered: August 20, 2024

Order Total: \$511.91

Payment: -

Order Origin: 0620

Feedback

Complete

Order Received

Ready for Pickup

Picked Up

Pickup At:

#

Pickup Person:

Item can't be returned



NIAGARA 16.9 fl. oz. Purified Drinking Water (24-Pack)

Qty: 3

\$4.98

Buy Again

Return period has ended



DIABLO 9 in. 20/24 TPI Bi-Metal Reciprocating Saw Blade for Thin Metal

Qty: 3

\$4.53

Buy Again

Return period has ended



DIABLO 9 in. 8/14 TPI Bi-Metal Reciprocating Saw Blade for General Purpose Cuts

Qty: 7

\$4.53

Buy Again

Return period has ended



DIABLO 3/4 in. x 17-1/2 in. High Carbon Steel Auger Drill Bit for Wood and Nail-Embedded Wood

Qty: 3

\$30.37

Buy Again

Return period has ended



THE HOME DEPOT 5 Gallon Orange Homer Bucket

Qty: 2

\$4.48

Buy Again

Return period has ended



DEWALT 1/2 in. x 12 in. Black and Gold Twist Drill Bit

Qty: 2

\$18.97

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HUSKY 1/2 in. Drive 1-1/8 in. Deep 6-Point Impact Socket

Qty: 2

\$11.47

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COBRA ANCHORS 5/8 in. x 4-1/4 in. Carbon Steel Stainless Still Wedge Hex Head 46lbs. Wedge Anchors (10-Pack)

Feedback



Qty: 6

\$23.70

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DEWALT [3/4 in. Black and Gold Twist Drill Bit](#)

Qty: 2

\$21.82

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MILWAUKEE [SHOCKWAVE Impact Duty Titanium Drill Bit Set \(7-Piece\)](#)

Qty: 2

\$19.92

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DIABLO [7 in. x 1/8 in. x 5/8 in. Metal Cut-Off Disc](#)

Qty: 3

\$5.19

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CASE WATER BOTTLE DEP 1.20

Qty: 3

\$1.20

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Subtotal:	\$486.98
Savings:	-\$20.94
Delivery:	FREE
Sales Tax:	\$45.87
Total:	\$511.91



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2705 DURFEE AVE SUITE D
EL MONTE, CA 91732
OFFICE (626) 672-0237
CELL (626) 841-3943
blacksmith.design@yahoo.com

DATE	P.O NUMBER
08/22/2024	00002

SHIP TO
PRO - FINISH CONSTRUCTION SERVICES INC
3732 CERRITOS AVE, UNIT H
LOS ALAMITOS, CA 90720

QTY	DESCRIPTION	UNIT PRICE	TOTAL
LINE 1	2 ND FLOOR STRUCTURAL SUPPORT PARKING LOT (BLACKSMITH) TO DRILL BEAMS WITH 3/4 HOLES TO SUPPORT STRUCTURE AND MAKE 2 DIFFERENT ANGLE BRACKETS 6"x6"x8" TO BE WELDED ON BEAMS AND 6"x6"x12" FOR WOOD AND CEMENT SUPPORT.	\$17,226.00	\$17,226.00
LINE 2	1 ST FLOOR STRUCTURAL SUPPORT PARKING LOT (BLACKSMITH) TO MAKE C CHANNEL BRACKETS 5"x5"x5"x10" TO BE WELDED ON BEAMS TO SUPPORT STRUCTURE AS WELL AS MAKING ANGLE BRACKETS 6"x6"x28" TO SUPPORT WOOD ON CEMENT. 3"x 3/4" FLAT BAR TO BE WELDED ON BEAMS FOR EXTRA SUPPORT.	\$17,350.00	\$17,350.00

TOTAL: \$34,576.00

DEPOSIT: \$00.00

BALANCE: \$34,576.00