

Board Meeting Agenda

Tuesday October 19th, 2021

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **CONSENT ITEMS**

1. Approval of Minutes from Previous Meeting (Brian)
2. Receive & File Financial Report (Treasurer)

IV. **UPDATES**

1. Redondo Beach Police Dept (Dinah Lary)
2. Waterfront & Economic Development (Stephen Proud, Laurie Koike)
3. Public Works (Michael Klein)
4. Social Media Manager (Kathleen Fisher)
 - a. Social Media
 - b. Paid campaign update
5. Holiday Valet Service (Carlos, Precise Parking)
6. Farmers Market
7. Recovery Committee & Parklet Enforcement (Cris Bennett)
8. Events Director (Kim Judy)
 - a. Next Mixer
 - b. Halloween trick or treat
 - c. Holiday Stroll
 - d. Clarification Holiday pole wrapping – as part of Holiday Stroll
 - e. First Fridays

V. **DISCUSSION & VOTING ITEMS**

1. Parklet Program (attachment)
 - a. Preparation for Demo/Removal Quotes – see attached (60-70k)
 - b. Motion to waive Oct, Nov, December Fees
2. Annual Report (attachment)
 - a. Budget Requirement
 - b. Goal List for 2021-2022 (discussion)
3. Administrative Assistance
 - a. Discussion on Scope Director Position
4. Art Wraps Vote on Design (attachment)

5. Marketing

- a. Motion to prepare a budget for an increased holiday spend
- b. Currently underspent on budget – create amazing Holiday season

6. Fourth of July Event Discussion (attachment)

Discuss 4th of July on Avenue I 2022 Event combined with 4th of July Run that same day and how the 501(c)(3) non-profit “Keep the Esplanade Beautiful” (KEB) would become the new entity to apply for/manage the Special Event permits annually so sponsors have a tax deductible sponsorship available.

VI. ONGOING ITEMS

- 1. Retractable Bollards Update (Allen)
- 2. WIFI by Charter/Spectrum (Jeff Ginsburg)
- 3. Roundabouts beginning at Avenue I & Catalina (Al Muratsuchi’s office suggested CDBG funds via Nils):
- 4. Overhead Entry Archway/Signage at Elena/Avenue I & Catalina Ave/Palos Verdes Blvd & Esplanade/Avenue I; we received a proposal in 05/2020 from 3Vsigns to do an entry archway 152k

VII. CITY LEADERSHIP UPDATES

- 1. City Council Member Nils Nehrenheim

VIII. PUBLIC COMMENT (Non-agenda items up to 3 minutes per individual):

IX. ADJOURNMENT

- 1. Next BID meeting schedule
- 2. Any agenda questions or additions, please email president@rivieravillage.net

CURRENT BOARD ROSTER

Bennett, Cris	Good Stuff, 1617 S PCH	
Diederich, Brian	Riviera Funding, 1801 S Catalina Ave Ste201	Secretary
Ginsburg, Jeff	Plaza Riviera, 1611 S Catalina Ave Ste115	
Gomez, Gregory	Property Owner, 1830 S Elena	
Horrell, Jessica	Horrell Realtors, 1860 S Elena Ave #B	Vice President
Judy, Kimberly	Card De A, 265 Avenida Del Norte	
McGaughey, Terry	McGaughey & Spirito, 116 Avenue I	
Novoa, Orlando	Kalihi, 1815 ½ S Catalina Ave	
Poage, Brian	The Aloha Bungalow, 1799 S Catalina Ave	
Russomano, Ralph	HT Grill, 1845 S Elena Ave Ste300	Treasurer

CURRENT VENDORS

Insurance

Chanell Jones
Bichlmeier Insurance Services, Inc.
Tel: 310-376-8854 X229
Email: chanellj@bisins.com
License #OB26427

Legal

Craig Weinstein
LAW OFFICES OF CRAIG D. WEINSTEIN
2381 Rosecrans Avenue, Suite 405
El Segundo, California 90245
(310) 798-4940 Phone

Accounting & Bookkeeping

Sara O'Conlon (Accountant)
sara3trees@gmail.com
(805) - 620-7509

Parklet Cleaning

John
info.pathtoclean@gmail.com

Farmers Market

Need contact

Plant Maintenance

Need contact

Digital Kiosk Maintenance

Pat Dacy
3V Signs
pat@3vsigns.com

RVA EVENT SCHEDULE

Revised 10/15/2021

Date	Event	Organizer	Details
9/4-5/2021	Sidewalk Sale	RVA	
9/18/21	LA Kings Annual 5K Fundraiser	LA Kings	8 AM. All proceeds benefit Kings Care Foundation. Street closures:, Catalina https://www.nhl.com/kings/community/kings-care/5k
10/20/21	RVA Merchant Mixer	H.T Grill	Once per quarter on 3rd Wed
10/31/21	Halloween Trick or Treat	Start to Finish Event Service	3-6PM
12/3-12/2021	Where's Narwhaldo Scavenger Hunt	RVA	Holiday themed. Game cards noting participating stores distributed the night before at Holiday Stroll
12/2/21	Holiday Stroll	TBD	5-9PM First Thursday after Thanksgiving
1/18/22	RVA Merchant Mixer	Restaurant TBD	Once per quarter on 3rd Wed
2/13/22	Super Bowl 10K/5K	?	Street closures:, Catalina, Vista Del Mar, Avenida del Norte https://redondo10k.com/ (date not confirmed) 6:30 AM - 11AM
3/20/22	St. Patrick's Day 5K / Village Runner	VR Promotions	Catalina street closure
4/20/22	RVA Merchant Mixer	Restaurant TBD	Once per quarter on 3rd Wed
6/24-26/2022	Summer Festival	VR Promotions	Last weekend of June
7/4/22	Fireworks & Festival	Bell Events	2-10 PM
7/4/22	29th Annual 4th of July 5k and Firecracker Dash / Village Runner	VR Promotions	(date may change based on fireworks) 6:30 AM - 11AM Catalina street closure
7/19/22	RVA Merchant Mixer	Restaurant TBD	Once per quarter on 3rd Wed
9/4-5/2022	Sidewalk Sale	RVA	Labor Day weekend
10/18/22	RVA Merchant Mixer	Restaurant TBD	Once per quarter on 3rd Wed

Board Meeting Agenda

Tuesday September 21st

I. **CALL TO ORDER** 8:34

II. **ROLL CALL**

Cris Bennet, Brian Diederich, Jeff Ginsburg, Kimberly Judy, Terry McGaughey, Orlando Novoa, Ralph Russomano, Allen Sanford, Dinah Lary (RBPD), Officer Freeman (RBPD), Sara O'Conlon (RVA Bookkeeper), Nils Nehrenheim (RB Council Member), Ryan Karstead (Break Point Tennis and Paddle)

III. **CONSENT ITEMS**

1. Approval of Minutes from Previous Meeting

Motion to approve by Jeff Ginsburg, Terry McGaughey 2nd; All in favor--Approved

2. Receive & File Financial Report (Treasurer)

Motion to approve by Jeff Ginsburg, Terry McGaughey 2nd; All in favor--Approved

a. Robert Oliva missing checks

Motion to cut new checks to Robert Oliva for work performed by Orlando Novoa, Ralph Russomano 2nd; All in favor--Approved

b. Mail collecting procedure

c. DOJ document

Ralph signed the document

d. Update on monies from city

e. update on Lendistry Grant

IV. **UPDATES**

1. Social Media Manager (Kathleen Fisher)

Instagram up 48.5% YTD, Facebook up 2. 3%

Motion by Orlando Novoa to authorize Kathleen to spend up to \$500 per month for 3 months (\$1,500 total) on paid Instagram and Facebook advertising, Terry McGaughey 2nd, All in favor--Approved

2. Farmers Market

All is good.

3. Recovery Committee & Parklet Enforcement (Cris Bennett)

Ron is doing well with collecting rents and rule enforcement; Cris is exploring 2-hour parking enforcement.

4. Events Director (Kim Judy)

Motion by Ralph Russomano to have Kim Judy plan and organize the Halloween Trick or Treat and Holiday Stroll events for 2021 and follow appropriate Covid Protocol for each, Cris Bennett 2nd, All in Favor—Approved

Kim would like to have RVA Holiday Bags this Christmas; Ralph will check on what colors are available in stock as any specialized colors will take months due to supply issues.

5. Next Merchant Mixer: October 20, HT Grill (confirm?)

Ralph Russomano Confirmed the date of October 20, 2021

V. **DISCUSSION & VOTING ITEMS**

1. Parklet Program

- a. Swell Deli Issue (Cris)
Allen will call Ivan (owner of Swell) again
- b. Update on Fly problem (Ralph)
Parklets being sprayed but hard to stop flies
- c. Review of Updated Guidelines per the Recovery Committee
 - a. Discuss permissions needed to update (requested by Jeff)
- d. Enforcement (Ron)
Rents are being received and violations were rectified
- e. Demo/Removal Quotes (Allen)
Allen to obtain a quote for demo and removal of parklets by Dec 31.

2. City Paver Project (CIP) (Nils)

- a. Group input on next location of pavers
Motion by Jeff Ginsburg identifying the next phase of paver installation to be located from Turquoise on the sound end of Catalina stretching as far north as the funds will allot for; 2nd by Terry McGaughey; All in Favor--Approved
- b. \$300k approved

3. July 4th Event (Jeff)

- a. Event possibly combined with Summer Festival & 4th of July Run that same weekend and how the 501(c)(3) non-profit "Keep the Esplanade Beautiful" (KEB) would become the new entity to apply for/manage the Special Event permits annually so sponsors have a tax-deductible sponsorship available
Motion by Allen Sanford to allow Jeff Ginsburg to use 'Keep The Esplanade Beautiful' non-profit status for the Fireworks event on July 4, 2022. Brian Diederich 2nd; All in Favor--Approved

4. Social Media Management & Task Lists (Jeff)

Kat will now issue one report at the end of the month; Kat, Ralph and Cris will work on an updated statement of work for kat

5. RVA Digital Kiosk Management (Jeff Update)

The key hold was rusted shut and had to be drilled to open the kiosk. It will no longer close so it is temporarily strapped shut; Jeff working on a fix

6. Wrapping boxes – updated quote & Cost and management thereof

Motion by Brian Diederich to approve the updated quote to wrap all the junction boxes in the RVA boundaries not to exceed \$6,500, 2nd by Allen Sanford; all in favor--Approved

7. Holiday pole wrapping (Pacific Decorating Co, bid attached)

Kim will contact Pacific Decorating regarding the purchase of new garland/ribbon as our current supply is faded and old.

8. Clarification on Mail Receiving Procedure (Ralph)
NO discussion.

VI. **UPDATES ON GOALS/ATTENDING CITY COUNCIL MEETINGS**

1. Developing Goal List for 2021-2022

VII. **ONGOING ITEMS NO DISCUSSION**

1. WIFI by Charter/Spectrum (Jeff Ginsburg)-- **NO DISCUSSION**
2. Roundabouts beginning at Avenue I & Catalina (Al Muratsuchi's office suggested CDBG funds via Nils)-- **NO DISCUSSION**
3. Overhead Entry Archway/Signage at Elena/Avenue I & Catalina Ave/Palos Verdes Blvd & Esplanade/Avenue I; we received a proposal in 05/2020 from 3Vsigns to do an entry archway 152k—**NO Discussion**

VI. **CITY UPDATES**

1. City Council Member Nils Nehrenheim
City has approved \$350,000 for pavers; we have advised Nils of the specified location.
2. Public Works (Michael Klein)—**No Discussion**
3. Waterfront & Economic Development (Stephen Proud/Laurie Koike)—**No Discussion**
4. Redondo Beach Police Department (Dinah Lary)—**No updates**

VII. **PUBLIC COMMENT** (Non-agenda items up to 3 minutes per individual):
No Discussion

VIII. **ADJOURNMENT**

Next Meeting October 19th Rockefeller at 8:30am

Motion to adjourn meeting at 10:03 by Allen Sanford, Terry McGaughey 2nd; All in favor—approved.

Riviera Village Association

Balance Sheet

As of September 30, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Opus Bank - RVA BID - 2990	157,722.01
Total Bank Accounts	\$157,722.01
Accounts Receivable	
Accounts Receivable	34,118.60
Total Accounts Receivable	\$34,118.60
Total Current Assets	\$191,840.61
TOTAL ASSETS	\$191,840.61
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	8,425.62
Total Accounts Payable	\$8,425.62
Total Current Liabilities	\$8,425.62
Total Liabilities	\$8,425.62
Equity	
Retained Earnings	125,426.14
Net Income	57,988.85
Total Equity	\$183,414.99
TOTAL LIABILITIES AND EQUITY	\$191,840.61

Riviera Village Association

Profit and Loss

July - September, 2021

	TOTAL
Income	
BID Income	18,558.00
Farmers Market	0.00
Grant Revenue	15,000.00
Income	0.00
Parklet Reimbursement Income	75,300.00
Unapplied Cash Payment Income	0.00
Total Income	\$108,858.00
GROSS PROFIT	\$108,858.00
Expenses	
Administrative Expenses	
QuickBooks Payments Fees	1,108.50
QuickBooks Software Fees	140.00
Storage Rent	897.00
Total Administrative Expenses	2,145.50
Advertising	4,800.00
Marketing	
Social Media Manager	3,510.70
Website Expense	580.95
Total Marketing	4,091.65
RVA BID Activities	
Beautification and Maintenance	
Landscaping	3,150.00
Parklet Barriers	24,793.57
Parklet Turf Cleaning	8,588.43
Pest Control	3,300.00
Total Beautification and Maintenance	39,832.00
Total RVA BID Activities	39,832.00
Total Expenses	\$50,869.15
NET OPERATING INCOME	\$57,988.85
NET INCOME	\$57,988.85

Riviera Village Association
A/R Aging Summary
 As of September 30, 2021

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>91 and over</u>	<u>Total</u>	
City of Redondo AR					31,868.60	31,868.60	Check Rec'd and deposited after 9/30/2021
Crazy Fish (Joe Tomasello - Owner)			750.00			750.00	
PM Catalina LLC (Village Pizza)		1,500.00				1,500.00	
Riviera Village Festival					0.00	0.00	
TOTAL	\$ 0.00	\$ 1,500.00	\$ 750.00	\$ 0.00	\$ 31,868.60	\$ 34,118.60	

Friday, Oct 15, 2021 09:26:09 AM GMT-7

Riviera Village Association
A/R Aging Summary
As of October 15, 2021

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
Crazy Fish (Joe Tomasello - Owner)				750.00		750.00
Creme de la Crepe		1,500.00				1,500.00
Daines & Dunbabin LLC (dba King Harbor Brewing)		1,500.00				1,500.00
Mente LLC (LOCALE90)		1,500.00				1,500.00
PM Catalina LLC (Village Pizza)		1,500.00	1,500.00			3,000.00
Riviera House - Sophie's Place LLC -		1,500.00				1,500.00
Rockefeller		1,500.00				1,500.00
The REX Steakhouse		1,500.00				1,500.00
TOTAL	\$ 0.00	\$ 10,500.00	\$ 1,500.00	\$ 750.00	\$ 0.00	\$ 12,750.00

Friday, Oct 15, 2021 08:57:39 AM GMT-7

Riviera Village Association

A/P Aging Detail

As of September 30, 2021

DATE	TRANSACTION TYPE	NUM	VENDOR	DUE DATE	PAST DUE	AMOUNT	OPEN BALANCE
1 - 30 days past due							
08/12/2021	Bill	202166	Path To Clean	09/11/2021	34	2,862.81	2,862.81
Total for 1 - 30 days past due						\$2,862.81	\$2,862.81
Current							
09/10/2021	Bill	202183	Path To Clean	10/10/2021	5	2,862.81	2,862.81
09/24/2021	Bill	5345717	Ecolab Pest Elimination	10/24/2021	-9	1,650.00	1,650.00
09/30/2021	Bill	4044	Lisa's Garden Therapy	10/30/2021	-15	1,050.00	1,050.00
Total for Current						\$5,562.81	\$5,562.81
TOTAL						\$8,425.62	\$8,425.62

Riviera Village Association

Check Detail
September 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
Bill.com Money Out Clearing						
09/08/2021	Bill Payment (Check)		Pacific Traffic Control	Inv #25196-1		-
						12,396.78
						-
						12,396.78
09/13/2021	Bill Payment (Check)		Pacific Traffic Control	Inv #25196-1B		-
						12,396.79
						-
						12,396.79
09/14/2021	Bill Payment (Check)		Kathleen Fisher	Multiple invoices		-1,311.12
						-1,311.12
09/23/2021	Bill Payment (Check)		Ecolab Pest Elimination	Acct # RIVI0048-001 - Inv #5344703		-1,650.00
						-1,650.00
09/28/2021	Bill Payment (Check)		Lisa's Garden Therapy	Inv #3923		-1,050.00
						-1,050.00
Opus Bank - RVA BID - 2990						
09/02/2021	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.	C	-43.75
				System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.		43.75
09/06/2021	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.	C	-43.75
				System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.		43.75
09/07/2021	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.	C	-56.50
				System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.		56.50
09/08/2021	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.	C	-87.50
				System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.		87.50

Riviera Village Association

Check Detail
September 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
09/13/2021	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.	C	-43.75
				System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.		43.75
09/17/2021	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.	C	-22.00
				System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.		22.00
09/19/2021	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.	C	-43.75
				System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.		43.75
09/20/2021	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.	C	-43.75
				System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.		43.75
09/21/2021	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.	C	-43.75
				System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.		43.75
09/23/2021	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.	C	-43.75
				System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.		43.75
09/24/2021	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.	C	-43.75
				System-recorded fee for QuickBooks Payments. Fee- name: DiscountRateFee, fee-type: Daily.		43.75
09/29/2021	Expense	EXP092921	Pike Properties	Storage - Sept	C	-299.00
				STORAGE - Sept		299.00
09/29/2021	Expense	092921	Intuit	Intuit Software Fee	C	-50.00
				Intuit Software Fees		50.00

Riviera Village Association

Check Detail
September 2021



License# 1014292- A, C-21, C-8
703 Pier Ave. Suite B #201, Hermosa Beach, Ca 90254
Sales: 310.989.6105 – Office: 310.465.8333 - Fax: 310.882.6399
Bids@EliteEngineering.net - www.EliteEngineering.net

AGREEMENT FOR SERVICES

This agreement is hereby made and entered into on **October 4, 2021**, by and between Elite Engineering Contractors, Inc., a California corporation, a Contractor licensed by the State of California, (CA Lic.#1014292- A, C-21, C-8), hereinafter “Elite,” located at 703 Pier Ave Suite B201, Hermosa Beach, CA 90254, and **Riviera Village Associates**, hereinafter “Prime Contractor/Owner.

SUBJECT PROPERTY: This agreement pertains to the services to be performed by Elite, at the request of Prime Contractor/Owner, in connection with the real property located at: **Riviera Village - outdoor dining area.**

THE PARTIES AGREE AS FOLLOWS:

PARTIES' AGREEMENT: Elite and Prime Contractor/Owner, for the consideration set forth herein, agree to the terms, conditions and provisions set forth in this agreement.

DUTIES OF ELITE: Elite will complete all work in a diligent workmanship like manner, in compliance with all building codes and other applicable laws.

DUTIES OF PRIME CONTRACTOR/OWNER: Prime Contractor/Owner shall obtain and pay for all required city and agency permits, reimbursements and/or additional fees related to subject property. Prime Contractor/Owner shall remove all personal property from subject property, have utilities turned off/disconnected and have temporary fencing installed prior to commencement. Prime Contractor/Owner must also provide Elite with complete preliminary information including a full legal description of property prior to commencement. It is the duty of the Prime Contractor/Owner’s responsibility to provide Elite with the most current plans and schedule all inspections.

SCOPE OF WORK: Elite to provide and furnish all labor, materials, tools, supplies, equipment, services, supervision, and administration necessary for the proper and complete performance of the following work:

- I. Personnel to provide traffic control and delineators as needed.
- II. Remove and haul away existing plywood cladding at existing water barriers.
- III. Remove and haul away existing plywood and 2x4 joists at floor areas.
- IV. Haul miscellaneous debris left at parklets.
 - a. Qty 5 small parklets and Qty 3 large parklets at Catalina Ave.
 - b. Qty 4 small parklet at Ave I.
 - c. Qty 3 small parklets at Avenida Del Norte
 - d. Qty 1 large parklet at S Elena Ave
- V. Broom clean all areas.
Note: Water barriers to be left where they are located.

TOTAL CONTRACT PRICE: \$58,974.00

PAYMENT SCHEDULE: Payment shall be made as follows:

INITIALS: _____

AQMD notification and/or other required permit fees (if applicable) are due prior to filing.

Payment due upon receipt of invoice.

CONTRACT PRICE: Prime Contractor/Owner acknowledges that the proposed contract price is valid if work is commenced within 30 days from the date of this agreement. After 30 days, price is subject to an increase due to fluctuation in costs (see material surcharge below).

PAYMENT TERMS: Prime Contractor/Owner shall pay the first installment upon the execution of this agreement, prior to commencement. This first installment may include, but is not limited to, costs associated with project reservation on our schedule, the mobilization of company equipment to commence the project (if included), corresponding equipment preparation, ordering/purchasing of required materials and/or rentals. Prime Contractor/Owner shall pay all additional installments weekly as work progresses per the payment schedule. Elite does not agree to any retentions of the contract price and/or subsequent change orders.

NON-PAYMENT: In the event Prime Contractor/Owner fails to pay any invoice, periodic or installment payment due hereunder, Elite may cease work without breach pending payment or resolution of any dispute. In the event of nonpayment or delay in payment in excess of 30 days, a late charge of 1.5% per month which is an annual rate of 18% will accrue on the outstanding amount starting from the due date and continuing until full payment is received.

MATERIAL PRICE SURCHARGE: Due to large fluctuations in material prices, including but not limited to, steel, lumber, dump fees and fuel, this agreement may be subject to a material price surcharge to accommodate for this cost increase. In the event of a material price increase that takes place from the date of the proposed agreement until the project is completed, Prime Contractor/Owner shall pay for said cost increase in the form of a contract revision or change order.

SCOPE OF WORK EXCLUSIONS/TERMS: All general exclusions below are excluded from the agreement scope and price, unless otherwise stated in the scope of work specifically proposed in this agreement. If general exclusions are performed, the scope will be billed in addition to the contract price.

1. **Permit Related:** plan check, bonds, permit fees, license fees, public right-of-way permits, encroachment permits, parking permits, transportation permits, SCAQMD 1403 form fees, Waste Management Plan (WMP), soil reports & field/materials testing, surveys, special deputy inspections, engineer of record inspections, all site inspections, observations, consultants, and other miscellaneous fees in connection with the work to be performed. In the event that Elite is required to pull a permit and/or pays out of pocket for said permit, Prime Contractor/Owner shall reimburse Elite for any permit related fees paid by Elite and shall pay Elite for facilitation of the permitting process. For permits/filing facilitation such as preparation of SCAQMD notification or WMP, Prime Contractor/Owner shall pay Elite a flat rate of \$100 to facilitate. For permit facilitation and/or coordination related to demolition, shoring and/or grading permits, Prime Contractor/Owner shall pay Elite a flat rate of \$1,500 to facilitate the permitting process (including but not limited to, communication with Engineer, General Contractor, City, etc). Price is per permit. This does not include the cost of the actual permit which will be paid directly by Prime Contractor/Owner and/or reimbursed to Elite.
2. **Utility Related:** Removal, relocation, or protection of any existing utilities, either above or below ground, which may interfere with the installation of our work. Power lines closer than legally permissible are to be removed or de-energized by others. When you request Elite to commence work on the above referenced project, that request will constitute your representation to us that you have located and outlined excavation area with white paint pursuant to Section 4216 of the Government Code, all above or below ground utilities and that you have taken all necessary and appropriate action to ensure that the work to be performed, can be performed safely without any threat of injury to persons or property from said utilities. Locating and capping sewer (if required by city prior to demolition).

INITIALS: _____

3. **Export Related:** Elite shall not be responsible for the removal, handling and/or transfer of any hazardous materials, removal and disposal of asbestos, hazardous waste, debris, vegetation, or subsurface materials such as rocks. Prime Contractor/Owner shall have sole responsibility for investigating the existence and location of hazardous substances or contaminated materials at the project site and furnishing all tests, inspections, warnings, notices or posting required by law. Soil Export/Re-compaction: Prices for soil export/re-compaction are based upon soil that is clean, free of debris, clay, organic materials, and other rubble. In the event the soil to be exported is not clean, additional labor and machinery charges will apply to clean, export and truck the soil will be billed on a time and material basis. All dump fee charges, incurred because of soil that is unsuitable for standard export and must be transported to a landfill, will be billed as an additional charge to the contract price.
4. **Demolition Related:** Removal of dual layer finishes such as: roofing material, drywall, stucco, siding, flooring, and plywood. Removal of more than 1" thick finish tile or stone flooring. Removal of more than 1" thick, thin-set or concrete underlayment below tile or stone flooring. Removal of any extra concrete (unforeseen obstructions) not part of visible structures (buried concrete, caissons, basements). Removal of slabs more than 4" of depth. Removal of foundation more than 12" x 18" from top of slab. Removal of existing property line walls, retaining walls, footings, perimeter fencing, posts and/or guard railing. Removal of concrete pad dimensions greater than 2' x 2'. Removal of cesspool, septic tanks, trees and/or stumps. Concrete saw cutting.
5. **Underground Material Related:** Discovery of all rock, bedrock, underground structures, groundwater, manmade or geological, requiring additional time and equipment (e.g., breaking hammers, excavators, pumps) will be billed at an hourly rate in addition to the contract price. Hourly rates for the additional equipment, labor, etc. will be billed based on Elite's "Schedule A" rates (available upon request).
6. **Earthwork Related:** Slot cuts and/or stabilization of soil due to any conditions. Costs related to dewatering (removal of ground water or surface water, and/or water from the soil by wet classification). Any below water table shoring or excavation. Any waterproofing, backfill, or compaction of backfill. Trenching of foundations.
7. **Shoring Related:** Removal or relocation of any portion of the shoring system once installed and splicing of beams for adequate clearance in concrete forms. Removal or cutting of any shoring above grade (i.e. steel bracing & walers). Hand hole boxes, slurry backfill behind lagging and/or slurry backfill above toe embedment and removal of the spoils created therefrom. If required for anything other than pile holes, hand hole boxes and/or slurry backfill will be billed on a time and material basis. Torching of web holes for continuous rebar placement.
8. **Concrete Related:** Waterproofing, drain lines and discharge lines, fireplaces, stone paving, stamped, stained, or colored concrete, plumbing and electrical concrete, new framing anchors into existing concrete, dewatering procedures, sump pumps and catch basins, rock excavations bricks and veneers, precast and lightweight concrete, specialty blocks, steel columns and wood framing, handrails.
9. **Miscellaneous:** Additional work caused by any unforeseen surface or underground obstructions, existing utilities, sidewalks, curbs, gutters, property line footings, basement walls, obstructing overhead lines/utilities impeding placement of beams, the required use of drilling slurry, application of drilling casings, or any and all circumstances presenting an unsafe operating condition shall be billed on a time and material basis. Street sweeping, traffic control, scaffolding (if required). Facilitation/handling of footing spoils, footing dirt, drainage panels, temporary guard railing, barricades, or signage. Erosion control unless states in the scope of work. Chemical toilet and hand washing station on-site prior to commencement shall be provided by the Prime Contractor/Owner. Contract price is based on non-prevailing wages, unless otherwise noted in "Scope of Work."

INITIALS: _____

GENERAL PROVISIONS: The following provisions are intended to cover all services performed.

SCHEDULE: Elite provides the Prime Contractor/Owner with an estimated time frame to perform the scope of work in this agreement. Prime Contractor/Owner acknowledges that change orders may result in additional time required to complete both original agreement and/or change orders. Elite's rates are based on work performed during standard business hours. Additional charges for any restricted hours, overtime and double-time will apply for any work performed over an eight-hour shift.

LICENSING: To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.

SUBCONTRACTORS: Elite may at its discretion engage additional subcontractors to perform work hereunder, provided Elite shall fully pay said subcontractor unless other agreements have been made between the parties.

INSURANCE: Elite warrants it is adequately insured for injury to its employees and others incurring loss or injury because of the acts of Elite or its employees. will provide Prime Contractor/Owner with insurance certificate based on Elite's policy limits. Any additional insurance requests or specialty insurance requirements beyond Elite's standard policy or policy limits, such as, but not limited to, environmental impairment liability, rigging insurance, railroad protective insurance, additional insured or waiver of subrogation will be at the expense of the Prime Contractor/Owner and reimbursable to Elite.

LIEN RELEASES: Elite shall furnish Prime Contractor/Owner with all appropriate releases or waivers of lien for all work performed or materials provided at the time the next progress or periodic payment shall be due.

CHANGE ORDERS: At times during construction there may be work that the Prime Contractor/Owner requests Elite to perform in addition to the contract. All changes, additions and modifications in the work ordered by Prime Contractor/Owner must be agreed to in writing by both Prime Contractor/Owner and Elite prior to the commencement of work. Change Orders will be an additional cost to your contract price and may add time to the original schedule.

COMPANY RATES: If a written change order is absent, Prime Contractor/Owner agrees to allow Elite to perform additional work based on our personnel and equipment rates. Our 'Schedule A' rate sheet is available upon request. Please call or email the office for a copy. Company rates do not supersede or override the contract price or any written change orders for additional work.

STANDBY RATES: Prime Contractor/Owner shall pay Elite Standby Rates for personnel and equipment resulting from interference or non-performance of others and/or if there is a delay to Elite's work due to an any circumstance outside of Elite's control, such as, but not limited to, weather, city related, deliveries, obstructions, permit related, Contractors, Subcontractors, Engineers, Consultants and/or delay of payment to Elite. Prime Contractor/Owner shall pay Elite in addition to the contract, change order or T&M Agreement for hourly personnel and equipment on-site for temporary work stoppages based on the Company Rates disclosed in this agreement. If Elite is required to cease work until further notice from Prime Contractor/Owner or resolution of matter, Prime Contractor/Owner shall pay Elite daily standby rates for each equipment on site based on the following rates:

- Skidsteer/Mini excavator: \$350.00 per day per machine on-site - Medium/Large Excavator/Wheel Loader/Steel - Track Loader/Crane/Drill Rig: \$1,250.00 per day per machine on-site - Show up fee: \$3,500
- Clean up – Show up fee: \$350 OR per our schedule "A" rate sheet.

EQUIPMENT MOBILIZATION: Elite will be responsible for one mobilization/demobilization (on and off the site) for each piece of equipment utilized on the project site. If said equipment is moved off site and Elite is required, at the request of the Prime Contractor/Owner, to return the equipment to the site, the Prime Contractor/Owner shall be responsible for the additional mobilization/demobilization costs of equipment as shown in "Schedule A" rate sheet.

INITIALS: _____

GROUND MOVEMENT: Elite shall be held harmless for any damage to the property or nearby adjacent properties that may occur as a result of ground movement, seismic activity or property cave-ins, during or after Elite's performance of services, provided said services were performed satisfactorily and in accordance with the plans provided, or requested modifications or change orders.

EQUIPMENT VIBRATION: Construction has inherent and oftentimes unavoidable risks. Short property setbacks and the potential for poor soil conditions can exist on the proposed project location. Therefore, installation of shoring in close proximity to existing improvements and structures, even when properly designed and properly installed, can result in any one of the following: visible cracks in neighboring structures and improvements, i.e., footings, exterior stucco, interior floors, retaining walls, exterior sidewalks, patios, driveways and interior drywall; shifting and distortion of doors and windows; settlement of adjacent footings; settlement and cracking in adjacent sidewalks, streets and alleys; shifting, settling or rotating of existing improvements (with or without visible cracking). Elite shall be held harmless for any damage to the property or nearby adjacent properties as enumerated above that may occur as a result of equipment vibration during or after Elite's performance of services.

SIDEWALK AND UNDERGROUND UTILITY DAMAGE: Due to the movement of trucks and/or heavy equipment on and off job sites, even when precautions are taken, which Elite does provide, damage to sidewalks and/or underground utilities may be unavoidable in as much as said surfaces are not designed to accommodate the weight of same. Sidewalks is meant to be inclusive of driveways, aprons, and all other flatwork. Elite shall be held harmless for any damage to sidewalks and/or underground utilities as defined above that may occur as a result Elite's performance of services.

DAMAGE TO LANDSCAPING: Elite shall not be held liable for any damage to landscaping. Elite warrants that it will exercise every precaution to avoid damage to the landscaping.

ROCK CLAUSE: If on-site crew/machinery cannot dig under normal soil conditions, are delayed due to granite, rock, water or if abnormal soil is encountered, then extra drill machine, backhoe and/or hand-digging crew time and equipment will be charged accordingly including drill teeth and coring time. If the existing grade and bedrock turn out to be too hard to excavate by conventional backhoe trenching or loaders, and it becomes necessary to use a hoe-ram or any other type of jack-hammer equipment, that equipment and labor shall be paid for as an extra, on a T&M basis. If the City inspectors or the project geologist do not allow the spoils from that jack-hammer removal to be used for backfill and compaction, export of those excess spoils and replacement with acceptable imported material shall be paid for as an extra on a T&M basis. This rock clause shall apply to all types of excavation or trenching on the site- excavation and grading, foundations, underground utilities, storm drains, landscaping etc.

DEMOLITION PROJECTS: Any existing materials such as electrical wiring, copper plumbing and items currently inside of the subject property (excluding trash, furniture, etc.) are property of Elite and are factored into the contract price. Price is subject to increase if items above are missing at commencement of the project.

EARTHWORK/SHORING PROJECTS: Shoring required during excavation to ensure the integrity, stability and safety of persons or structures shall not be the responsibility of Elite unless said services are set forth in the Agreement herein or by subsequent agreement. While performing contract work, if Elite encounters unforeseen materials, conditions, soil or rock while excavating, drilling shoring or soil collapses in hole or anything that requires additional time, equipment, casing, slurry, pumping, dewatering, dumping, trucking and labor- over and above the original contract this will be charged at a time and material plus 25%.

SUBGRADE: Graded soils within Elite's scope of work will be left at subgrade elevations (plus or minus 1/10th of a foot) below finish floor elevation on plans unless otherwise stated in writing and submitted to Elite. Prime Contractor/Owner shall verify sub grades prior to the start of any grading (footings, slabs, etc.). Any changes in sub grades must be performed by Elite. Unless otherwise stated in scope of work Elite is not responsible for any fine grading.

INITIALS: _____

SHORING LIMITATION OF LIABILITY: Shoring is intended to be a temporary formation. The engineered calculations of its structural capacity are a projection for the next 60 days only. Due to its intended temporary status, Elite guarantees the structural integrity of the shoring for 60 days from the date of its completion. Elite shall not be responsible nor held liable for any damage caused by shoring (i.e., shifting, settling, instability, erosion, cave-in, etc.) sustained by the project property or neighboring properties if said damage occurs beyond the 60-day time frame or engineer's recommended period. In the event that Elite is requested to perform beam cutting, Prime Contractor/Owner is liable for all unavoidable consequences of said services.

HELICAL PLACEMENT: Helical placement costs are based upon normal land/dirt conditions in the area where the helicals are to be placed. The contract cost is based on a maximum of depth of 21 ft. to achieve load bearing value. Any additional depth sections that are required to reach this same value, will be billed on a time and material basis in addition to the contract price. The discovery of underground and/or unknown obstacles such as rock, bedrock, roots, debris, hard clay conditions, underground structures, ground water, manmade or geological bases that delay the installment and require additional labor, equipment and materials will be billed on a time and material basis in addition to the contract price.

DRILLING: Contract drilling costs are based upon normal drilling conditions. The occurrence of cave-ins or discovery of rock, bedrock, roots, debris, hard clay conditions, underground structures, ground water, below water table, manmade or geological bases that require additional labor, equipment and materials will be billed at an hourly rate in addition to the contract price. Excessive wear and tear to drill and core barrel teeth as a result of abnormal drill conditions shall be billed to Prime Contractor/Owner. The building and grading of drilling staging pads and any export or import of soil associated therewith, will be billed at an hourly rate in addition to the contract price.

INDEMNITY: To the fullest extent permitted by law, Prime Contractor/Owner shall indemnify and hold harmless Elite, its agents and employees from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Elite's operations performed under this Agreement; including, claims and demands arising out of the improper placement or positioning of boundary stakes or house stakes. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. The Prime Contractor/Owner shall not be obligated to indemnify any party for claims arising from the sole negligence and/or willful misconduct of Elite, its agents or employees.

LIMITATION ON LIABILITY: It is intended by the parties to this agreement that the work in connection with the project shall not subject Elite's individual employees, officers, or directors to any personal liability for the work performed on this project. Therefore, and notwithstanding anything to the contrary contained herein, Prime Contractor/Owner agrees that as the sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Elite Engineering Contractors, Inc., a California corporation, and shall not recourse against any of the personal assets of Elite's individual employees, officers, or directors.

CONDITIONS: Any and all plans, blueprints, reports etc., provided to Elite, on which Elite relies in the performance of its work, shall become the property of Elite. Letters of completion, recycling tickets, certifications and/or closing documents will not be issued until any balance owed to Elite is paid in full.

DELAY: Elite shall be excused for any delay in completion of the contract caused by acts of God, of Prime Contractor/Owner, of Owner's agent, or of Prime Contractor/Owner's employees or independent contractors; inclement weather; labor trouble; acts of public utilities, public bodies, or inspectors (but not related to possible defects in Elite's performance); changes requested by Prime Contractor/Owner; failure of Prime Contractor/Owner to make progress payments promptly; or other contingencies unforeseen and beyond its reasonable control.

ADMINISTRATIVE FEES: Charges incurred by Elite for all additional work, T&M, services and/or materials, provided, procured, or arranged for by Elite, that are not part of the contract price, will be billed to the Prime Contractor/Owner in full plus a 20% administrative fee.

INITIALS: _____

EARLY TERMINATION FEE: Prime Contractor/Owner acknowledges that Elite, in its effort to perform the project in a diligent and timely manner, will incur significant time and expense associated with, but not limited to, project scheduling, mobilization/ demobilization of company equipment, corresponding tool and equipment preparation, ordering and purchasing of required materials and/or rentals, day-to-day facilitation of movement and scheduling of staff. Accordingly, if the Prime Contractor/Owner elects to terminate the agreement prior to completion of the project, Prime Contractor/Owner shall pay Elite, in addition to the payment for all labor, services, equipment and materials supplied by Elite under the agreement prior to the termination date, an early termination fee as follows: for projects valued over \$10,000, the early termination fee shall be an amount equal to 10% of the remaining balance owed under the agreement (up to a maximum of \$15,000). For projects valued under \$10,000, the early termination fee shall be an amount equal to 10% of the remaining balance owed under the agreement (up to a maximum of \$1,000).

MECHANIC’S LIEN: In the event Prime Contractor/Owner fails to pay Elite any payment due hereunder and Elite is required to file a mechanic’s lien to protect its interests, all costs for the recording of the lien and its removal shall be added to the contract price and paid within ten days of removal of the lien.

ATTORNEY’S FEES: This Contract shall be governed by the laws of the State of California and all applicable case law. All remedies available under those laws shall be available to the Parties to this Contract. The prevailing party in any dispute arising from this contract or the enforcement of this contract will be awarded attorney’s fees and costs as the court deems fair.

SEVERABILITY: If any term or provision of this contract is determined to be invalid, it shall not affect the validity and enforcement of the remaining terms and provisions of this contract.

SUCCESSORS AND ASSIGNEES: This contract shall be binding upon and inure to the benefit of the Prime Contractor/Owner, its partners, agents, respective successors, assignees, representatives, and heirs of the parties herein.

ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations, and commitments.

CONTROLLING AGREEMENT: In the event that subsequent agreements are executed by the parties, all terms and conditions set forth herein shall be incorporated therein. In the event of a conflict in the terms of the agreements, the Elite Agreement shall supersede and control the entire agreement of the parties.

EFFECTIVE DATE: In the event Elite commences work at Prime Contractor/Owner’s request, prior to the execution of this Agreement, all terms, conditions, obligations, rights, etc., set forth herein and in the Addendum, shall retroactively apply to bind and obligate the parties as of the start date of Elite’s services.

ACCEPTANCE: I understand, have read and agreed to all the terms and conditions on this contract. I agree to pay the amount set forth above according to terms thereof. I further acknowledge receipt of a copy of this contract.

PRIME CONTRACTOR/OWNER:

ELITE ENGINEERING CONTRACTORS INC.

BY: _____

BY: _____

SIGNATURE

SIGNATURE

NAME & TITLE: _____

NAME & TITLE: Brian Perazzolo, President

DATE SIGNED: _____

DATE SIGNED: _____

INITIALS: _____



Please direct all written correspondence and/or mail to:

703 Pier Ave Suite B #201

Hermosa Beach CA 90254

For any general questions, please contact our office for the main directory: (310) 465-8333

For job specific questions, please contact the following personnel:

Field Managers		
Paul Fry <i>Demolition</i>	(310) 218-2109 Paul@EliteEngineering.net	All field related matters, on-site meetings, progress and logistics discussions, quality control.
Mike Mansir <i>Shoring, Grading and Concrete</i>	(310) 947-0454 Mike@EliteEngineering.net	All field related matters, on-site meetings, progress and logistics discussions, quality control.

Office		
Jessica Valenzuela <i>Scheduling Coordinator</i>	(310) 694-5983 Scheduling@EliteEngineering.net	Pre-Scheduling Checklist, Scheduling, Permits
Chelsea Norris <i>Contract Manager/Receivables</i>	(310) 626-1297 AR@EliteEngineering.net	Contracts, Change Orders, Insurance Request, Invoices, Waivers and Releases
Jacky Vega <i>Office Manager</i>	(310) 633-9316 Office@EliteEngineering.net	Permits, Prelims, AQMD, Recycling Tickets

INITIALS: _____

WRAP DESIGNS



BOX 1
VISTA DEL MAR

NOTES: ON FINAL I WANT TO ADD AN ADDITIONAL SURFER WHERE INDICATED



BOX 2 & 3
AVE I

I MAY MOVE THE GULLS A BIT ON FINAL OF 2 (GULLS) AND ADD MORE BOATS MAYBE TO #3 (SEASCAPE)



THIS WILL APPEAR ON SIDEWALK SIDE OF ALL MURALS

EMAIL VOTE

Approved (7)

1. Brian Diederich 10/11 "Awesome. Move forward."
2. Brian Poage 10/8
3. Cris Bennett 10/8
4. Greg Gomez 10/8
5. Kim Judy 10/6
6. Ralph Russomano 10/6
7. Terry McGaughey 10/7

Comments: (2)

Allen Sanford: Box 4, don't love butterflies; it doesn't stay in *theme. I know having 11 creative inputs is very difficult so I'm good with all of them. **see current box 4 art: modified to sync better with sea theme.*

Jeff Ginsburg 10/8: Box 4, add/change the butterfly because Keep the Esplanade Beautiful's goal is to attract locally natural/endangered El Segundo Blue Butterfly. Pike Properties will plant Buckwheat Plants at Plaza Riviera to attract these butterflies.

No reply: (2)



BOX 4
VISTA DEL MAR



BOX 5
VISTA DEL MAR



BOX 6
VISTA DEL MAR



BOX 7
AVENIDA DEL NORTE

NOTES: I THINK THE FINAL MURAL NEEDS 1 MORE UMBRELLA FOR ST VIEW SIDE



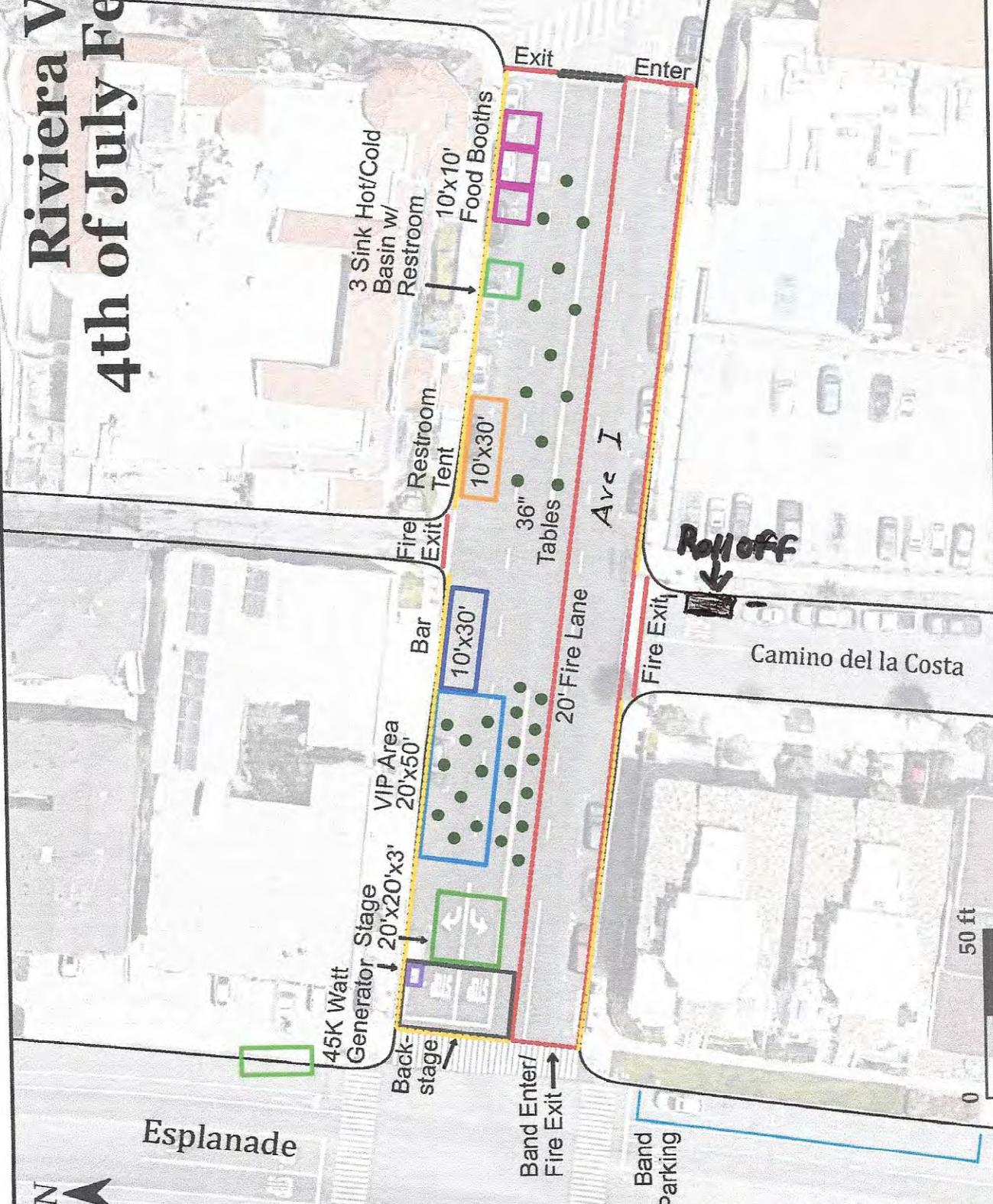
Riviera Village 4th of July Festival

← 60 feet →

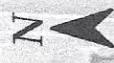
Ride Share Pick Up/Drop off
Catalina Ave

Ride Share
Pick Up/
Drop Off

Bell Event Services
27 May 2021
Source: Google Earth



Esplanade



Camino del la Costa



Band Enter/
Fire Exit

Band
Parking