



City of Carmel-by-the-Sea
Harrison Memorial Library-Park Branch
Dumbwaiter Decommissioning Project
Project # 23-24-004

Notice to Bidders and Scope of Work

December 8, 2023

Bid Schedule

1. Documents distributed to contractors: Friday, December 8, 2023
2. Mandatory bid walk: Thursday, December 14, 2023, 2pm (Meet at front door)
Park Branch Library, Mission Street and 6th Avenue, Carmel-By-The-Sea, CA 93921
3. Pre-bid Requests for Information (RFIs) due: Tuesday, December 19, 2023 by 5 pm to
diane@ausonio.com
4. Addendum issued: Thursday, December 28, 2023
5. Bid proposals due: Thursday, January 11, 2024, 2pm pm by email to
diane@ausonio.com
6. Contract awarded: TBD January, 2023
7. Notice to Proceed Issued: TBD, tentatively February 1, 2023

Scope of Work – This is a Prevailing Wage Project. It includes but is not limited to:
Decommissioning the dumbwaiter at Harrison Memorial Library – Park Branch, consisting of the following:

1. Elevator car and counterweight to be landed to obtain zero state of stored energy.
2. Elevator car and counterweight suspension method be removed.
3. Power feeders be removed
4. Coordinate with TBD Contractor (contracted with City separately) to cap the fire sprinkler inside the dumbwaiter shaft. At completion of the decommissioning, the City will install drywall over the dumbwaiter door openings.
5. All doors to be mechanically secured (bolted shut).
6. Certified decommissioning response coordinated with the Department of Industrial Relations. Contractor is to take any and all necessary measures in order to secure final and official decommissioning certification from the State of California.

Project includes removal of equipment from the site. Contractor to adhere to the terms within the attached sample Agreement.

Location(s) of work:

Park Branch Library, Mission Street and Sixth Avenue, Carmel-by-the-Sea, CA 93921

Project Special Conditions		
1	Contract terms will align with conditions set forth in the Agreement between City and Contractor to be completed when proposal is accepted. <ul style="list-style-type: none">• Liquidated damages will be assessed in the amount of \$250/day in accordance with Agreement specifications.• Contractor to submit proposal on the attached Bid Proposal form.• The Agreement in the bid documents is a draft. If you are selected for the project, a final Agreement will be sent for processing.• The Agreement includes requirements for certificates of insurance and prevailing wages.	
2	Contractor Coordination	<ul style="list-style-type: none">a. No smoking or tobacco use permitted on City property.b. Hours of work are 8 am to 5 pm, Monday through Friday.c. Contractor will be granted one free parking space in the Library parking lot for the duration of the project.d. Contractor must acquire a City of Carmel-by-the-Sea business license prior to the start of work.
3	Project Duration	<ul style="list-style-type: none">a. Project to be completed 60 days after date set forth in Notice to Proceed.
4	Site Protection	<ul style="list-style-type: none">a. Contractor shall keep site accessways, parking areas, and building access and exit facilities clear of debris.b. Contractor responsible to dispose of all material off-site.c. Building will be in operation during the project. Contractor is responsible to maintain safe access for staff and patrons around the affected areasd. Contractor to limit noise as much as possible; this is a Library in full operation, open to the public.
5	On-going / Final Cleaning	<ul style="list-style-type: none">a. Contractor to plan for daily cleaning to return the site to the condition as it was prior to the start of work each day.b. Contractor to plan for a final cleaning to return the site to the condition as it was prior to the start of work.
6	Inspections	<ul style="list-style-type: none">a. Upon completion of the project, project manager will inspect the work and inform the contractor of any punch list items to be completed.
7	Conflicts in Contract Documents	<ul style="list-style-type: none">a. If there is conflict between the contract documents the more stringent will apply.
8	Project Specific Instruction	<ul style="list-style-type: none">a. Prior to start of work, Contractor to submit Letter of Intent, Request for Inspection (see attached), and Schedule of Work to the DIR Elevator Unit.b. Copies of all documents prepared and filed with the State of California Department of Industrial Relations shall be provided to the City. Decommissioning certification from the State of CA shall be a condition of final 10% retention payment to Contractor.

Submittals:

- Prior to the start of work, Contractor to submit Schedule of Work to Project Manager.
- Prior to start of work, Contractor to submit Letter of Intent, Request for Inspection (see attached), and Schedule of Work to the DIR Elevator Unit.

Attachments:

1. Bid Proposal Form
2. Sample Contract between City and Contractor
3. Photos of existing dumbwaiter
4. DIR Elevator Unit Request for Inspection Form

[END OF SECTION: SCOPE OF WORK]

BID PROPOSAL

Project: HML PB Dumbwaiter Decommissioning

Bidder Name	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	
Bidder Representative(s)	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="text-align: center; font-size: 0.8em; margin-top: 5px;">Name and Title</div> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="text-align: center; font-size: 0.8em; margin-top: 5px;">Name and Title</div>	
Bidder Representative(s) Contact Information	<div style="text-align: center; font-size: 0.8em; margin-bottom: 5px;">Email Address(es)</div> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="text-align: center; font-size: 0.8em; margin-bottom: 5px;">Phone/Fax</div> <div style="margin-bottom: 5px;"> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="text-align: center; font-size: 0.8em;">Telephone</div> </div> <div> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="text-align: center; font-size: 0.8em;">Fax</div> </div>
Bidder Mailing Address	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="text-align: center; font-size: 0.8em; margin-top: 5px;">Address</div> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="text-align: center; font-size: 0.8em; margin-top: 5px;">City/State/Zip Code</div>	
California Contractors' License	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="text-align: center; font-size: 0.8em; margin-top: 5px;">Number</div> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="text-align: center; font-size: 0.8em; margin-top: 5px;">Classification(s) and Expiration Date</div>	
Reference Projects	<div style="margin-bottom: 10px;"> Project #1: <div style="border-bottom: 1px solid black; width: 150px;"></div> Contact Name: <div style="border-bottom: 1px solid black; width: 150px;"></div> Contact Phone/Email: <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <div> Project #2: <div style="border-bottom: 1px solid black; width: 150px;"></div> Contact Name: <div style="border-bottom: 1px solid black; width: 150px;"></div> Contact Phone/Email: <div style="border-bottom: 1px solid black; width: 150px;"></div> </div>	

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1. **Base Bid Proposal.**

- 1.1 Base Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform all obligations under the Contract Documents and to complete the Work required for the sum of:

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_____ Dollars
(Bid Proposal Amount in Words)

- 1.2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the District.

_____ Addenda Nos. _____ received, acknowledged
(initial) and incorporated into this Bid Proposal.

2. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: _____

(Signature of Bidder's Authorized Officer
or Representative)

(Typed or Printed Name)

Title: _____

[END OF SECTION]

SAMPLE CONTRACT

CITY OF CARMEL-BY-THE-SEA AGREEMENT FOR CONTRACTOR SERVICES

Contractor name
Project Service
Contract #

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of _____, 20____, between the City of Carmel-by-the-Sea, a municipal corporation ("City") and _____, a _____, ("Contractor") whose current and valid Contractor's License # _____, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement will commence on _____ and will remain and continue in effect until tasks described herein are completed, but in no event later than _____, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Contractor must perform the tasks described and set forth in Exhibit "A," attached hereto and incorporated herein as though set forth in full. Contractor must complete the tasks according to the schedule of performance which is also set forth in Exhibit "A." Exhibit "A" may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor. ("Contract Documents".)

3. **PERFORMANCE**

(a) Contractor must at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

(b) Contractor must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and must comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor will be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and must post danger signs warning against known or reasonably foreseeable or unusual hazards.

(c) Contractor acknowledges that it is familiar with City's policies for the protection of trees and agrees to take all reasonable precautions to protect trees not subject to trimming or removal from damage which might be cause during the work to be performed. (See Carmel-by-the-Sea Municipal Code Chapter 12.28).

(d) At all times during the term of this Agreement, Contractor must have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

(e) The Contractor will obtain a valid City Business License and must maintain said Business License for the term of this Agreement and any extensions thereof.

(f) Contractor will keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this Agreement. Contractor must at all times observe and comply with all such laws and regulations. City, its officers and employees, will not be liable at law or in equity occasioned by failure of Contractor to comply with this Section. Contractor further agrees to indemnify and hold City, its officers and employees harmless for any such violation of law or regulation, as further set out under paragraph 11 of this agreement.

(g) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

(h) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf may refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Contractor acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

(i) Contractor must maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "D" attached to and part of this agreement.

(j) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Carmel-by-the-Sea in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Carmel-by-the-Sea will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section will be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

4. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Contractor is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit "E" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement will take precedence over those contained in the Contractor's proposals.

5. CITY MANAGEMENT

The Public Works Director or Project Manager will represent City in all matters pertaining to the administration of this Agreement, review and approve of all products submitted by Contractor. However, the Public Works Director nor the Project Manager will not have the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Administrator or his designee, will

be authorized to act on City's behalf and to execute all necessary change order documents which enlarge the Tasks to Be Performed, or change Contractor's compensation subject to Section 6 hereof.

6. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "B", attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount may not exceed _____ (\$_____) which sum will include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Administrator's Contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any Contract amendments that exceed the total threshold, require City Council approval. Any Contracts, including Contract amendments that exceed the total threshold, which have not received prior City Council approval, will be void.

(c) Contractor will submit invoices monthly for actual services performed. Invoices must be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment will be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it will give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

City may at all times have the right to inspect the work and materials supplied by Contractor. Contractor will furnish all reasonable aid and assistance required by City for the proper examination of the work, materials and parts thereof. Such inspection will not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications of the Contract or any modifications thereof and in compliance with the law.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice of intention to terminate. Upon receipt of said notice, the Contractor must immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination will not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City will pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is consistent with the provisions of the Contract Documents. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 6(c).

9. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement will constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City will have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it will not be considered a default.

(b) In the event that the City Administrator or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she may cause to be served upon Contractor a written notice of the default. Contractor will have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City will have the right, but not the obligation, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice.

and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Contractor must maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor must maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records must be maintained in accordance with generally accepted accounting principles and must be clearly identified and readily accessible. Contractor must provide free access to the representatives of City or its designees at reasonable times to such books and records; must give City the right to examine and audit said books and records at _____; will permit City to make copies and transcripts there from as necessary; and must allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, will be maintained at the City of Carmel-by-the-Sea City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement will become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor will make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor must indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub -contractors (or any entity or individual that Contractor will bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor will not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit "A" without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor must indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and will survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor will not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

12. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor must immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and must indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

13. INSURANCE

(a) Contractor must submit and maintain prior to the beginning of and for the duration of this Agreement insurance coverage covering the Contractor and designating the City, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Contractor's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It must be stated, in the Additional Insured Endorsement, that Contractor's insurance policies will be primary as respects any claims related to or as the result of Contractor's work. Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants will be non-contributory. The Additional Insured Endorsement will not apply to the Professional Liability Insurance.

General Liability:

a. General Aggregate	\$2,000,000
b. Products Comp/Op Aggregate	\$2,000,000
c. Personal & Advertising Injury	\$1,000,000
d. Each Occurrence	\$1,000,000
e. Fire Damage (any one fire)	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a. Workers' Compensation	Statutory Limits
b. EL Each Accident	\$1,000,000
c. EL Disease - Policy Limit	\$1,000,000
d. EL Disease - Each Employee	\$1,000,000

Automobile Liability

- a. Any vehicle, combined single limit \$2,000,000

(b) Other Insurance Requirements

(1) All insurance required under this Agreement must be written by an insurance company admitted to do business in California with a current A.M. Best rating of no less than A: VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

(2) Each insurance policy required by this Agreement must be endorsed to state that CITY must be given notice in writing at least thirty (30) days in advance of any cancellation thereof, except CITY must be given TEN (10) days' notice for nonpayment of the premium.

(3) The general liability and auto policies must:

(a) Provide an endorsement naming CITY, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent.

(b) Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by CITY.

(c) Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.

(d) Provide for a waiver of any subrogation rights against CITY via an ISO CG 24 01 10 93 or its equivalent.

(e) Prior to the start of work under this Agreement Contractor must file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Administrator. Contractor must file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

(f) The Contractor must immediately advise the City of any litigation and/or open claims that may affect these insurance policies.

14. INDEPENDENT CONTRACTOR

(a) Contractor is and will at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor will at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents may have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor may not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor may not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits will be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City will not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City will not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or subcontractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, will be considered employees or subcontractors of Contractor only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or subcontractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the

Contractor's employees or subcontractors, while so engaged in any of the work or services provided for or rendered herein will not be City's obligation.

15. PREVAILING WAGE

(a) Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. Contractor will forfeit the statutory penalty to City for each worker employed in the execution of this Contract by Contractor or 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 Labor Code sections 1810 through 1815.

(b) Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available for download from the State website: <http://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>.

(c) Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at City's Department of Public Works and available to Contractor and any other interested party upon request.

(d) Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

(e) Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to City for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

(f) Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

(g) Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a) and the payroll record keeping requirements of Labor Code Section 1776. City hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: <http://www.dir.ca.gov/dlse/cmu/cmu.html>.

(h) Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a "public work" only to subcontractors which

are at that time registered and qualified to perform public work pursuant to Labor Code section 1725.5. Contractor must obtain proof of such registration from all such subcontractors."

(i) If federal funds are used to pay for the Work, Contractor and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, may have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

(a) Contractor must at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

(b) Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or may acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest may be employed by them as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not Contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its subcontractors will provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

(c) If City determines Contractor comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Contractor must complete and file and must require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

18. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement will not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

19. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement will be considered confidential and may not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, may not without written authorization from the City Administrator or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor must promptly notify City, though the City Attorney's office, should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with the City and City Attorney's office and to provide the

opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City or the City Attorney's office to control, direct, or rewrite said response.

20. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: _____

To Contractor: _____

21. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement may be construed to create, and the parties do not intend to create, any rights in third parties.

22. ASSIGNMENT

Contractor may not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

23. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California will govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement will take place in Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive persona and in rem jurisdiction and venue of the aforementioned courts.

24. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action may be entitled to a reasonable attorney's fee which may be fixed by the judge, mediator or arbitrator hearing the case, and such fee will be included in the judgment together with all costs.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and will be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth

herein and upon each party's own independent investigation of any and all facts such party deems material.

27. CLAYTON AND CARTWRIGHT ACT ASSIGNMENTS.

In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to 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 (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time City tenders final payment to Contractor, without further acknowledgement by the Parties.

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor will be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement will remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF CARMEL-BY-THE-SEA:

By: _____
City Administrator

Date: _____

CONTRACTOR:

By: _____

(Printed Name)

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Brian A. Pierik, City Attorney

Date: _____







STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
PERMIT TO OPERATE AN ELEVATOR
(Sections 7300-7319 of the Labor Code)

Harrison Memorial Library Annex
Attn: Margaret Pelikan
P O Box 800
Carmel, CA 93921

8-10-90 eq

Permit Validated

Elevator Number 85932
Location Mission & 6th Ave.
Date of Inspection 7-12-90
Give Exact Street and Number 500
Load Permissible 500
Pounds
Dumbwaiter
Passenger, Freight, Sidewalk, Hand Hoist
Inspector Electric O. H. Drum
City or Town Carmel
M. R. Cobb
Inspector
Electric O. H. Drum
Hydraulic, Vert.—Mails—Plunger

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
THIS PERMIT MUST BE POSTED IN ELEVATOR CAR

Form No. S-186 (REV. 8-78)

California law requires that all conveyances shall have a valid permit posted conspicuously on the conveyance. (Labor Code Sections 7300-7324). Please detach your new permit at the dotted line and post on the conveyance. Retain this portion for your records.

STATE OF CALIFORNIA
Department of Industrial Relations
Division of Occupational Safety & Health

INSPECTION: 085932
Conveyance Number

LOCATION: MISSION & 6TH
Street Address

LOAD PERMISSIBLE: 500
Pounds

DESCRIPTION: Dumbwaiter
Type of conveyance

10/13/2017
Date of Inspection

10/13/2018
Date Permit Expires

CARMEL
City or Town

INSPECTOR
M. R. Cobb

OVERHEAD DRUM
Type of Machine

THIS PERMIT SHALL BE POSTED ON THE CONVEYANCE

EV02 SIMS

Temporary Permit
Inspected By: AG301
Date: 8/20/19
Annual Permit Pending

D. A. MATOT, INC. MFR.
CHICAGO, ILLINOIS 60614

CAPACITY 1000 LBS
SPEED 100 FPM
CAR WEIGHT 1000 LBS

DATE OF INSTALLATION

NO. OF CABLES 2
CABLE DIA. 1/2"

DATES ULTIMATE CABLE STRETCHING

MODEL SERIAL NO.

D. A. MATOT, INC. MFR.
CHICAGO, ILLINOIS 60614

CAPACITY		SPEED		CAR WEIGHT	
TONS	LBS.	FT.	FPM	TONS	LBS.

DATE OF INSTALLATION _____

NO. OF CABLES 1 CABLE DIA. 1/2"

RATED ULTIMATE CABLE STRENGTH 1500 LBS.

MODEL 111 SERIAL NO. 2151

Temporary Permit
Inspected By A. S. ROY
Date 05/12/2012
Special Permit Number _____



Department of Industrial Relations
Division of Occupational Safety and Health
ELEVATOR UNIT



REQUEST FOR INSPECTION NEW INSTALL OR MODERNIZATION

TODAY'S DATE: _____

DATE OF LETTER OF INTENT: _____ EXECUTED CONTRACT DATE: _____

LOCATION

Name of Building: _____

Street Address: _____

City: _____

Cross Street(s): _____

REQUESTOR

Company: _____

Office: _____

Requestor's Name: _____

Telephone Number: _____

Mechanic performing inspection: _____

Mechanic's Telephone Number: _____

REQUESTED DATE FOR INSPECTION: _____

EQUIPMENT INFORMATION _____ # UNITS _____ DUPLEX

Type of Equipment: _____ Installation Group Number: _____

Variance # (If applicable): _____ State Number (If Issued): _____

TYPE OF INSPECTION REQUESTED

_____ NEW _____ MODERNIZATION _____ Re-INSPECT

IS THE GENERAL CONTRACTOR 100% READY FOR INSPECTION? _____ YES _____ NO

IS THE ELEVATOR COMPANY 100% READY FOR INSPECTION? _____ YES _____ NO

HAS ALL FLS TESTING BEEN PERFORMED BY CQCC & FIRE ALARM COMPANY? _____ YES _____ NO

This section is for DIR use:

ASSIGNED TO: _____

DATE OF INSPECTION: _____ TIME: _____

_____ MON _____ TUE _____ WED _____ THU _____ FRI