

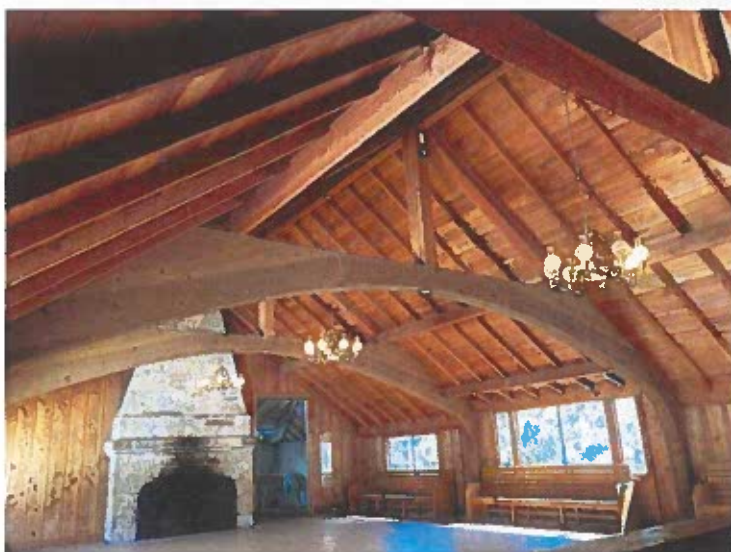


# City Of Carmel-by-the-Sea

## REQUEST FOR PROPOSALS (RFP)

**RFP #2022-02**

### **OPERATIONS AND MAINTENANCE AGREEMENT FOR THE HISTORIC "SCOUT HOUSE" INCLUDING RENOVATION, ACTIVITIES PROGRAMMING, AND FACILITY MANAGEMENT**



**RFP Release:  
Monday, April 10, 2023**

**Pre-Proposal Meeting and Tour:  
Tuesday, April 25, 2023, 10:00 a.m.**

**Requests for Clarifications due:  
Friday, May 5, 2023, 5:00 p.m.**

**Responses to requests available:  
Friday, May 12, 2023, 5:00 p.m.**

**Proposals must be received by:  
Tuesday, May 23, 2023, 4:00 p.m.**

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## **INTRODUCTION**

The City of Carmel-by-the-Sea (hereinafter "City") is soliciting proposals from qualified organizations (hereinafter referred to as "Proposers") to enter into an Operations and Maintenance Agreement (O&M Agreement) with the City for the renovation/restoration of the Scout House and to facilitate the subsequent operations, management, and maintenance of the facility. The services and performance requirements are described in the Scope of Services and other sections of this Request for Proposals (RFP). The overriding objective of this project is to restore the historic building and provide opportunities for locals to come together, make connections, and enjoy a variety of arts, entertainment, community, and social activities and events.

The first goal of this RFP is to identify an organization that is willing and able to take on the complete architectural and engineering design for the renovation following all federal, state, and local requirements and building codes for a City-owned, historic facility, obtain design review approvals from the Planning Commission, Historic Preservation Board, and Community Planning and Building, Fire, and Public Works Departments, obtain permits and environmental clearances, coordinate with the utility providers, provide independent special inspections, and construct the renovation all at no cost to the City. A rough order of magnitude of renovation cost is estimated to be in the range of \$400,000 to \$500,000.

The City has not identified any budget, nor any matching funds, to share in the renovation phase of this project. Therefore, Proposers must identify self and/or other external sources of private funding for the renovation in their Proposals. Funding availability and financial analysis will be reviewed as a criteria in selecting the best qualified Proposer for this project.

The second goal of this RFP is to subsequently program the Scout House for a variety of activities after the renovation is complete and a Certificate of Occupancy is issued by the City, for the subsequent years. These efforts may include marketing, outreach, event liaison, scheduling, administration, staffing the facility during events, possibly providing food and beverage service, ensuring users are properly utilizing the facility, cleaning up, and resolving problems. While Proposers may recommend a limited number of primary users of the facility (i.e. scout functions, dance studio, after-school educational programs), there will be no one exclusive user. On the contrary, supplementing primary users with a broad spectrum of other suitable users would be considered most favorably by the City. The City itself may also choose to use the facility for public gatherings or special events, with adequate advance notice, no more often than one day per month, but these City activities would not interfere with any previously-booked activity.

The third goal is for the selected Proposer (also referred to as "Contractor") to pay fair market rent per the terms of a Site Lease, maintain the Scout House during the term of the O&M Agreement, and cover routine building maintenance services, pay for vendor services (i.e. alarm monitoring, pest control, janitorial and window cleaning), utilities, and minor repairs. The City may be amenable to negotiating an appropriate contribution to ongoing capital repairs or one-time capital improvement projects (over \$10,000) in a cost-sharing arrangement with the selected Contractor following the renovation. Furthermore, the City may also be receptive to budgeting for post-renovation maintenance cost sharing, including for certain vendor services or utilities, should sufficient City funding be available each fiscal year.

## **REQUEST FOR PROPOSAL INSTRUCTIONS AND SELECTION PROCESS**

The City requests proposals from qualified persons/organizations for the purpose of providing historic building renovation design and construction, professional activities programming, and facility operations

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and management for the City-owned Scout House which is located on the northeast corner of Mission

Street and Eighth Avenue in Carmel-by-the-Sea.

Proposals shall be submitted to:

City of Carmel-by-the-Sea

Attention: Robert M. Harary, P.E., Director of Public Works

City Hall

Monte Verde Street, 3 SE of Ocean Avenue

Carmel-by-the-Sea, CA 93921

**Proposals must be delivered to Carmel City Hall, east side of Monte Verde Street, 3 SE of Ocean Avenue, by Tuesday, May 23, 2023 at 4:00 p.m.**

## PROPOSAL INSTRUCTIONS

**Mandatory Pre-Proposal Meeting and Tour.** The City will hold one mandatory pre-proposal meeting on Tuesday, April 25, 2023 beginning at 10:00 a.m. at the Scout House, located at the northeast corner of Mission Street and Eighth Avenue. This will be the only opportunity for Proposers to have full access to the interior of the building. While the pre-proposal meeting will be held starting at 10:00 a.m., the building will remain open until 4:00 p.m. on that date for any Proposer to take detailed measurements, photographs, and/or inspect the condition of the facility with their proposed design teams.

**Requests for Clarification of this RFP.** If any Proposer has any questions regarding the meaning of any part of this RFP, or finds discrepancies in or omissions from this RFP, the Proposer shall submit via electronic mail a written request for clarification to [rhary@ci.carmel.ca.us](mailto:rhary@ci.carmel.ca.us). The deadline to submit questions is Friday, May 5, 2023 by 5:00 p.m. All questions and City responses shall be posted on the City's website as an Addendum by 5:00 p.m. on Friday, May 12, 2023. It is the responsibility of the Proposers to check the City's website for the Addendum once posted. Proposers must also acknowledge receipt of the Addendum in their proposal cover letters.

**Format of Envelope for Proposal.** The Proposer shall deliver the proposal in a sealed envelope clearly marked on the outside: **"PROPOSAL FOR SCOUT HOUSE RENOVATION, ACTIVITIES PROGRAMMING, AND FACILITY OPERATIONS AND MANAGEMENT"** as well as the name of the Proposer. Please provide four (4) identical, individually-bound copies of the proposal in the envelope plus one electronic version of the Proposal on a CD or thumb drive. Transmittal memos are not required.

**Quality of Proposals.** Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the core requirements set forth in this RFP.

**Length of Proposal.** The proposal contents shall not exceed fifty (50) pages in length, excluding covers, tab sheets if used, and the Cover Letter. The 50 page limit does include all other content, resumes, financial information, and exhibits.

**Proposer's Cover Letter/Signature.** An authorized representative of the Proposer shall sign the Cover Letter which shall identify the legal name of the Proposer, along with name of the contact person, address, phone number, and email address. The cover letter should also include a brief narrative about why the Proposer is interested in this opportunity. Please also acknowledge receipt of the Addendum.

**Contents Of Proposal.** In addition to the Cover Letter, the proposal shall provide seven (7) sections in the following order:

1. Qualifications and related experience of the Project Manager, Project Architect, General Contractor, Activities/Programs Coordinator, Facility Manager, and key team members. Any individual may fill more than one role. Include resumes of key individuals. Also provide a detailed Organizational Chart of the Team. Multiple Org Charts may be used to better define the different phases of the project.
2. Technical approach to Scout House Renovation design and construction, including anticipated project schedule.
3. Approach to activities programming, outreach, and tentative end uses.
4. Approach to ongoing facility management and maintenance, including an approach to a proposed cost-sharing arrangement with the City for ongoing expenses or capital repairs.
5. Similar projects where the above services were performed by the Project Team.
6. Renovation funding approach, funding availability, pro forma financial analysis/summary, and identification of grant opportunities.
7. Proposed O&M Agreement and/or Site Lease modifications.

**Scope of Work.** The City has prepared an outline of required services in this RFP under, SCOPE OF WORK - PHASE 1 RENOVATION, and SCOPE OF WORK - PHASE 2 - ACTIVITIES PROGRAMMING AND FACILITY OPERATIONS AND MANAGEMENT.

## **SELECTION PROCESS**

**City's Review of Proposals.** All proposals deemed responsive shall be reviewed and evaluated by the City in order to determine which proposal best meets the City's needs as enunciated more specifically below. An Evaluation Committee, consisting of non-competing community stakeholders and City staff, shall independently review and score all proposals for all elements identified in the Evaluation Criteria shown below.

**Evaluation Criteria.** The following scoring criteria (with a maximum score of 150 points) shall be considered by the Evaluation Committee:

1. Responsiveness to the requirements of this RFP (15 points)
2. Qualifications, experience, and availability of the Project Team (25 points)
3. Successful performance of similar projects, including references (25 points)
4. Technical soundness of approach to designing and constructing the renovation (25 points)
5. Approach to activities programming and outreach (20 points)
6. Approach to facility management and maintenance, including cost sharing with City of maintenance repairs, utilities, and future capital projects (15 points)
7. Funding availability and financial analysis (15 points)
8. O&M Agreement and/or Site Lease modifications requested, including Term (10 points)

Proposers who are non-responsive or who do not successfully pass the minimum evaluation criteria score of 105 points (70%) will be notified that they will not be advancing in the evaluation process. The City reserves the right to reject any or all proposals and to waive any irregularity in any proposal.



**Final Selection and Award of the Operations and Maintenance (O&M) Agreement and Site Lease.**

Upon completion of the evaluation review period, the City shall notify those Proposer(s) who will be considered for further evaluation. Further evaluation may consist of: informal discussions with the Evaluation Committee, supplemental technical documentation to clarify the Proposal, and/or formal interviews to select the successful Proposer.

If the City determines, after further evaluation and negotiation, to award the O&M Agreement and Site Lease, the successful Proposer will be expected to execute the O&M Agreement and Site Lease in the forms attached to this Request for Proposals as **Appendix 6** and **Appendix 7**, respectively.. The City currently anticipates awarding a negotiated O&M Agreement and site lease for building renovation, activities programming, fair market rent, and facility operations and management of the Scout House by late summer 2023.

No proposal or agreement for the Scout House shall be binding upon the City until the O&M Agreement and Site Lease are awarded by the City Council at an open City Council meeting, signed by the selected Proposer, fully executed by the City, and a Notice to Proceed is issued by the City's Director of Public Works.

**Proposals Are Public Records.** Each Proposer is hereby informed that, upon delivery of its proposal to the City, the proposal becomes the property of the City.

1. Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards a O&M Agreement to a successful Proposer, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*), unless there is a legal exception to public disclosure.
2. If a Proposer believes that any portion of its proposal is subject to a legal exception to public disclosure, the Proposer shall: (1) clearly mark the relevant portions of its proposal "Confidential," (2) upon request from the City, identify the legal basis for the exception from disclosure under the Public Records Act; and (3) defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

## **SCOUT HOUSE BACKGROUND INFORMATION**

### **CARMEL BACKGROUND**

Carmel-by-the-Sea was first incorporated as a City in 1916. Carmel is rich in natural beauty and prides itself on its white sand beach, landscaped bluffs, urban forest, and natural park lands. The City is a world-renowned tourist destination located on the Monterey Peninsula in central California. Carmel offers a wealth of high quality downtown merchants, innkeepers, and restaurateurs who provide a unique, high quality shopping and dining experience.

Home to 3,722 residents, this one-square mile village in a forest by the sea is known for its natural beauty and rich artistic history. Residents and visitors alike have come to expect the exceptional goods and

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### Scout House Renovation, Activities Programming and Facility Management

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services offered here in a family-friendly atmosphere and an accessible and responsive government. All of these components come together to create the healthy, vibrant village that is cherished by this highly active and engaged community.

### **SCOUT HOUSE OVERVIEW (Refer to Current Site Photographs in Appendix 1)**

The Scout House sits on a relatively steep-sloped site on the northeast corner of Mission Street and Eighth Avenue in the Residential and Limited Commercial (RC) Zoning District. The building was constructed by M.J. Murphy in 1931 for use by the Boy Scouts. The Scout House may have always been owned by the City (unknown). Original construction plans from 1931 are mostly illegible, but are included in **Appendix 2**. Appendix 2 also includes a Topographic Map of the site, dated 2014.

As shown in **Appendix 3**, in 2000, Congleton Architect AIA prepared a Scout House Master Plan for the Community and Cultural Commission, who adopted the Master Plan and forwarded it to the City Council. Although the Master Plan contains valuable information, most of the proposed work was never accomplished, and many issues identified have since become outdated.

The site was added to the City's Historic Inventory in 2002 for the important contributions it made to the civic and social fabric of the community. In 2005, the City Council reconfirmed the historic inventory listed in a staff report included as **Appendix 4**.

The Scout House has been closed to the public for decades because it does not meet the requirements of the Americans with Disabilities Act (ADA), and because the building has deteriorated to a point where it can no longer be occupied or useful to house any activity.

In recent years, there has been growing attention focused on reopening the Scout House as a community center, which is an allowed use in the underlying RC Zoning District. In 2016, Boy Scout Troop 127 installed a parking space on the east side of the building in order to improve accessibility. The parking space meets the dimensional standards for an accessible space; however, there is not adequate room to provide a full-width access aisle, and no access aisle has been defined on the site. Therefore the parking space as a whole is not in compliance with the ADA. Troop 127 was also approved to modify the east elevation of the building by adding accessible entry doors and accessible restroom facilities on the upper level. A building permit was ready to issue, but was not pulled and has since expired.

In 2016, the City Council passed a resolution finding that an unreasonable hardship exists in providing accessibility to the building; however, the resolution does not specify what aspects of accessibility posed such hardship. Blanket findings of "unreasonable hardship" which propose to waive all accessibility requirements could leave the City vulnerable to challenge under the ADA record.

### **Building Condition Assessments**

In 2013, the City's consulting firm, Harris & Associates, prepared a general building condition assessment for all City-owned buildings, including the Scout House. Excerpts pertaining to the Scout House are included in **Appendix 5**.

In 2018, the City's former Building Official performed an assessment of the building and made the following findings and recommendations on ways to improve the building so that it could be re-opened for public use.

- The upstairs is generally suitable for use as an Assembly (A-3) occupancy if adequate and

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accessible means of egress and an appropriate number of plumbing fixtures are provided. However, there is currently no accessible route or path of exit travel for people with disabilities, which is the primary reason that the building has been closed to the public. Accessibility to the upper level could be achieved via a reconstructed accessible parking space with access aisle. Additionally, the adjacent east elevation wall provides only 5'-11" of room in which to place the required 6'-8" tall door. The 2016 permit planned for a shed roof dormer that would increase the roof/wall height allowing installation of a proper door; however, it did not provide an adequate 60" maneuvering space at the landing. The best approach may be to set back the entire east elevation wall to achieve space for both an access aisle and landing.

- The downstairs includes a foyer, restroom facilities in need of reconstruction, and former classrooms/storage area. Ceiling heights in the foyer and restroom areas are adequate for continued use as habitable space. The former classrooms/storage area does not have sufficient ceiling height to be used as habitable space; however, its continued use for storage could be allowed if a rated door is installed separating it from the entry foyer, stairs, and restrooms.
- Installation of two upstairs restrooms would provide accessible restroom facilities while repair of the downstairs restrooms will provide compliance with current restroom facility requirements for the numbers of water closets and lavatories. The lower-level restrooms could potentially be eliminated with the addition of the two new upstairs restrooms. While the City has sufficient water credits in reserve to support two additional restrooms at this site, additional water credits would be made available if the lower restrooms were eliminated.
- It is recommended that a dual position drinking fountain be installed on the upper floor to comply with CPC requirements considering the higher occupant loads associated with the A-3 Occupancy.
- Based on occupant load on the second floor, two exits are required with exit separation distance of  $\frac{1}{2}$  the greatest diagonal distance of the floor served. The new, accessible door and downstairs doorway can provide a feasible way of meeting the number and separation requirements for means of egress. Installing new panic hardware on the exterior doors will further improve safety and code compliance.
- The property is considered a historic resource and is subject to the City's Historic Preservation Ordinance, Carmel Municipal Code (CMC) Section 17.32. Tenant improvements must follow the processes outlined in the Ordinance and in accordance with the California Environmental Quality Act (CEQA). Improvements may require review by a qualified professional on contract with the City as well as the issuance of a Determination of Consistency with the Secretary's Standards for the Treatment of Historic Properties.
- Improvements may also require approval by the Historic Resources Board and/or Planning Commission. It is important that organizations submitting proposals have a clear understanding that depending on the nature and extent of proposed tenant improvements, preparation and approval of a Determination of Consistency can take several months.

This Building Official's list above was supplemented in 2022 by the Director of Public Works and the Facility Maintenance Supervisor, as follows.



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- The electrical system is considered to be outdated and would need to be substantially replaced to meet current code requirements. It is unknown at this time if upgraded electrical service will be required from PG&E, but this must be evaluated during renovation design.
- Lighting fixtures should be considered for restoration or in-kind replacement.
- The mechanical/HVAC system, gas water heater and forced air unit, are nearing the end of their service lives and should be replaced. All electric appliances are encouraged to minimize climate change impacts.
- Other building elements, railings, restroom facilities, etc. shall meet ADA requirements.
- The ground floor slab and footings are assumed to be in good/adequate condition; however, a structural engineer must evaluate these structural elements during design and may require modifications. Seismic upgrades are not anticipated, but may be required.
- A possible fire sprinkler system also needs to be evaluated during the design phase.
- The following miscellaneous building repairs and modifications are also likely needed:
  - All kitchen appliances and fixtures have exceeded their service life and need to be replaced.
  - Energy-efficiency upgrades should be considered throughout the renovation design provided they do not lessen the historical quality of the facility.
  - Spot repairs are needed throughout the exterior siding.
  - New interior and exterior paint is required throughout.
  - The southeast wood steps should be replaced.
  - The wood-burning fireplace and chimney need to be professionally cleaned.
- The roof was replaced by the City in 2020, and rotted roof sheathing and rafters were replaced at that time. New gutters and downspouts were also installed at that time.
- The following site, off-site, and utility improvements must also be considered:
  - With the water on, there is a known water leak just downstream of the water meter on City property off of Mission Street. This leak must be repaired.
  - The sewer lateral must be inspected by video and repaired or replaced as required by the Carmel Area WasteWater District.
  - The non-compliant ADA ramp at the northeast corner of Mission and Eighth needs to be reconstructed to be compliant.
  - The curb, gutter, and sidewalk along Mission Street should be replaced if further damaged or modified by construction.
  - Sidewalk along Eighth Avenue is not anticipated at this time. This sidewalk has been the subject of prior City Council deliberations.
  - Repairs are needed to the masonry steps and railings fronting on Mission Street.
  - As a minimum, spot repairs are needed along the masonry retaining wall along Mission Street.
  - The driveway needs to be resurfaced or reconstructed.
  - Trees are to be protected unless significant pruning or removal is approved by the City Forester or the Forest and Beach Commission.
  - Suitable drought-tolerant landscaping, an on-site rain garden or other infiltration system, and an irrigation system must be considered.

- Aerial utility lines are not required to be relocated underground.

### **Options Considered for Future Use**

The City acknowledges that the list of repairs and upgrades above is formidable. The City essentially had three options for future use of the Scout House as follows:

The first option is to maintain the status quo by keeping the building closed to the public and performing annual maintenance to prevent further decay. With this option, the building provides no benefit to the public and essentially only serves as a maintenance liability to the City.

The second option is to sell the property to a private party. The sale would be subject to the Surplus Land Act which requires that it is first prioritized for affordable housing development. The sale would likely be a public process, and the community may raise issues with the City's intent to divest itself from the property. Another potential barrier to selling the building is that it is listed on the City's Historic Inventory, which prohibits demolition and limits exterior modifications.

The third option is to improve the building with the intent of using it as a community center, either managed by the City or by the private sector. This option would be in the best interest of the community and would avoid potential issues associated with maintaining a vacant, deteriorating building or selling the property. This option was reconfirmed by the City Council at their March 10, 2022 Strategic Planning Workshop.

### **Scout House Survey and Workshop, November 2019**

In addition to inviting community members to participate in a survey about how the Scout House could be used if it were to be re-opened, the Community Activities Commission held a Public Workshop in November 2019 to hear what the community desires for this facility.

Key takeaways were the importance of keeping the design simple and focused on restoring the cozy and intimate character of the Scout House, and restoring the use of the Scout House to be a multi-purpose space with priority for use going to the Scouts.

## **QUALIFICATIONS AND RELATED EXPERIENCE**

In the proposal, please identify the Proposer's Team's qualifications and experience performing similar services for projects of a similar size, scope, and complexity. Include: (1) the number of years key Team members have been performing similar services; and (2) projects for which the Proposer has performed similar services. The list of projects shall include a description of the service performed, dates of performance, and the contact person (reference), email address, and phone number of each party for whom the service was provided. The most qualified Proposer will be offering strong and lively programming to the youth of Carmel, including the Boy Scouts, that strengthens the vibrancy of Carmel and enhances its unique, artistic, and cultural heritage.

## **SCOPE OF WORK - PHASE 1 RENOVATION**

The successful Proposer shall also demonstrate how they will perform the following tasks. Proposers must demonstrate a qualifying level of experience in renovating a facility, preferably an historic asset or a government-owned facility, as well as programming activities and managing a multi-use facility.

## **Renovation Design**

1. Identify a tentative professional services team to renovate the facility, including, as a minimum, an architect, electrical, mechanical, and structural engineers, a CASp-certified ADA specialist, and landscape architect.
2. Describe your approach for space planning the facility in relation to future activities and facility maintenance.
3. Describe your approach for testing the facility for the presence of hazardous materials, such as asbestos, lead, and mold. If found, describe your tentative approach for remediating these materials prior to or concurrently with construction.
4. Describe your approach to meeting ADA requirements. At a minimum, address if an elevator or lifts are envisioned as well as converting the existing parking space/east building entrance, to be ADA-compliant.
5. Describe your approach to inspecting all facility elements including, but not limited to: structural, electrical, mechanical, and plumbing review, architectural assessment, pest control evaluation, energy efficiency review, site/landscaping assessment, and similar evaluations.
6. Prepare a tentative list of key building code corrections, repairs, and upgrades that are envisioned for the facility.
7. Prepare a list of all site and off-site improvements that would be implemented.
8. Prepare a tentative list of construction plans to be prepared for the renovation, and your approach to technical or performance-based specifications.
9. Explain your approach to presenting the project to the Community Activities Commission, Historic Preservation Board, Planning Commission, and City Council. Identify tentative milestones for such presentations in a project schedule.
10. Provide a preliminary project schedule for the Project from Notice to Proceed until anticipated Certificate of Occupancy.
11. Describe your approach to obtaining City plan check comments and permits, environmental clearances, approval for the Secretary's Standards for the Treatment of Historic Properties, and other anticipated approvals.
12. Describe your approach to cost estimating the renovation, budget management, value engineering, and change order management.

## **Renovation Construction**

1. Describe your approach to bidding and selecting (or having already selected) a construction contractor. Provide the contractor's license number, bonding and insurance information, and related experience. A Performance Bond will be required prior to the renovation. A Payment Bond may also be required.
2. Identify a proposed construction manager, contractor superintendent, building inspector, and any key subcontractors who will be responsible for day-to-day oversight during construction.
3. Describe or provide a schematic addressing the proposed staging area during construction.
4. Describe your approach to demolition, and materials sorting and re-use/recycling.
5. Identify any equipment that may require a long lead time to obtain (i.e. elevator) and the timing to acquire such specialties.
6. Provide a preliminary project schedule for the duration of construction.
7. Describe your approach to providing third party materials testing and specialty inspection services.

8. Describe the anticipated approach to conducting construction progress meetings, tracking RFIs and Change Orders, developing the project punch list, and maintaining as-built drawings. Clarify what role the City is envisioned to be involved during the construction process.

## **SCOPE OF WORK - PHASE 2 ACTIVITIES PROGRAMMING AND FACILITY MANAGEMENT**

### **Activities Programming**

1. Describe how you will work with the local Boy Scouts troop and similar or other organizations to develop a long-range activities plan.
2. Describe your view of a representative mix of community activities and events, and how you plan to achieve it. Give examples of activities and events you have programmed in the past.
3. Describe what market research or other means will be used to determine the desired activities programming mix based on community interest and outreach efforts.
4. Describe how you will conduct outreach to nearby businesses and neighbors who live and work around the Scout House, including Sunset Center.
5. Describe how you will develop a programming schedule that:
  - a. Is attractive to various demographics within the Carmel-by-the-Sea community
  - b. Includes a mix of activities and genres

The successful Proposer may need to present their recommendations for primary and secondary users of the Scout House to the Community Activities Commission and the City Council for approval prior to execution of the O&M Agreement and Site Lease.

### **Ongoing Facility Management**

Describe your approach to managing and staffing the following components of managing the Scout House following the renovation:

1. Negotiating fair market rent with the City.
2. Staffing, including management, operations, marketing, administration, and sales.
3. Concessions and/or food services, including any proposed liquor service.
4. Custodial services, including window cleaning and gutter clearing.
5. Security and parking during events.
6. Fire alarm system monitoring, and certifications for the fire extinguishers.
7. Pest control services.
8. Landscape and tree maintenance including pruning, raking, planting, and irrigation.
9. Payment for water, electricity, and gas utilities and other ongoing expenses. The City will continue to pay for trash/recycling and sewer service.
10. Budget allocation and facility maintenance services, including preventative maintenance inspections, minor repairs for routine carpentry, hardware, plumbing, mechanical, electrical, appliances, fixtures, finishes, etc.
11. Approach for identifying and prioritizing future capital improvement projects with possible cost-sharing with the City. Explain why such improvements would not be prudent to include with the renovation project.

## **Zoning and Allowable Uses**

Any proposed uses or improvements to the Scout House must be in conformance with the rules of the Residential and Limited Commercial (RC) Zoning District and other applicable Commercial Zoning District regulations per Carmel Municipal Code Chapter 17.14, "COMMERCIAL ZONING DISTRICTS" or as otherwise allowed in the Carmel Municipal Code. Refer to allowed uses in Chapter 17.14 here: <https://www.codepublishing.com/CA/CarmelbytheSea/#!/Carmel17/Carmel1714.html#17.14.190>

## **FINANCIAL AND LEGAL CONSIDERATIONS**

Provide a pro forma projection detailing all sources of revenue and all expenses by category, including renovation design and construction costs, and ongoing programming and facility management costs for at least Years 1-5. Propose a revenue and expenditure sharing relationship with the City.

Note: The City has no specific pre-formulated requirements for revenue and/or expenditure sharing at this time; however, fair market rent will be required following occupancy. Provide any information regarding your strengths (for example, current financial statements - balance sheet and income statement - bank account statements and/or letters from bank reporting on deposit, federal tax returns for the most recent year), as well as any experience with donations and grants.

Confirm that you will be able to provide evidence of the insurer (A.M. Best Company rating of at least A-XII), including liquor liability insurance coverage if applicable, with a limit of liability no less than \$2 million for the work to be done under this proposal. The insurance must name the City of Carmel-by-the-Sea, its officers, agents and employees, as additionally insured. Evidence of compliant insurance must be provided to the City every year prior to the anniversary of the O&M Agreement effective date, for each year of the Agreement.

In addition, the successful Proposer may be required to pay Possessory Interest Tax to Monterey County. Proposers are strongly encouraged to research this issue prior to submitting Proposals.

Proposers should also consider the following legal issues pertaining to this Proposal, and may seek private Counsel to ensure compliance.

- Public Contract Code Section 1101 defines a public works contract as "an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind." Because the Scout House renovations project will be a public improvement built on public land, the construction contract will be a "public works contract" under the Public Contract Code. Even though the Scout House renovation project is a public works project, competitive bidding will not be required if the City is making no financial contribution to the project.
- California's prevailing wage laws set specific wage and hour requirements for employees working on "public works" projects, defined by Labor Code §1720(a), including construction, alteration, demolition, installation, or repair work performed under contract and paid for in whole or in part out of public funds. These wage and hour requirements do not apply to specified work performed by a volunteer, volunteer coordinator, or a member of the California Conservation Corps or a community conservation corps. Assembly Bill



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327 ("AB 327") extended these provisions from 2017 to January 1, 2024. The volunteer exemption has previously been extended several times, and it is possible it will be extended again prior to its January 1, 2024 sunset date. If it is not further extended, the volunteer exemption will no longer apply and prevailing wages will have to be paid for projects in which public funds are invested.

- "Volunteer" is defined as "an individual who performs work for civic, charitable, or humanitarian reasons, for a public agency or corporation qualified under Section 501(c)(3) of the Internal Revenue Code as a tax-exempt organization, without promise, expectation, or receipt of any compensation for work performed." (Labor Code § 1720.4(a)(1).)
- Even if the volunteer labor exemption sunsets, and the project from that point forward is simply treated as a private project with no public subsidy, the City may continue to exercise its customary regulatory authority over this project including insisting that the lessee hire a properly licensed, bonded, insured, and qualified contractor to perform renovations. And the City may continue to treat this project as it would any other project in performing plan checks, insisting the project obtain approvals from the appropriate authorities with jurisdiction, issuing building permits, and inspecting the project.
- The City may waive fees if all work is performed by volunteers since the contribution of public funds to pay for design review and encroachment permits will not render the project subject to prevailing wages if all work is performed by volunteers.
- In order to avoid transforming this otherwise private project into a public work under the Labor Code, it will be important that the City not be involved in the selection of the contractor that will perform the construction work and that the City not waive any infrastructure or other requirements related to the renovations of the site.
- Because the Scout House renovation project will be performed and paid for entirely by others, the project need not be competitively bid. So long as the Scout House renovation project is paid for entirely by others or performed entirely by volunteer labor, the project is not subject to the payment of prevailing wages.

### Environmental Impact and General Plan Consistency

The proposed O&M Agreement and Site Lease would likely be exempt from CEQA and would comply with the City's General Plan Policy P6-8: Periodically review the use of all public facilities to ensure that they are being used in a beneficial manner for the community. The City can comply with this approach by preparing and adopting a written plan and by continuing to use the facility for a certain number of days each year for educational purposes, exhibitions, or other similar uses that demonstrate the City's ongoing use of the site.

Prior to building repairs/improvements, it will be important for the City to complete all necessary reviews pursuant to CEQA. It is likely the proposed building improvements are exempt from the requirements of CEQA in accordance with CEQA Guidelines Section 15378(b)(5) since they do not meet CEQA's definition of a "project" because the improvements do not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and if a "project," are exempt under the "common sense" exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment.

## **OPERATIONS AND MAINTENANCE AGREEMENT**

- Preliminarily, the City is seeking to enter into a 10-year term O&M Agreement with a 5-year option to renew, with a clause for a 1-year Notice of Termination, with or without any cause.
- Provide your proposed length of term for the lease, anticipated monthly lease/rent payment, and proposed improvement and repairs allowance.
- The City has not identified any funds to support the renovation of the Scout House nor pay for any ongoing costs, such as utilities (other than trash and sewer service) or other vendor services at this time; however, the City is willing to negotiate cost-sharing arrangements with the selected Proposer for other maintenance and capital costs with the City's goal of minimizing City expenditures to the extent possible.
- Identify any other term or condition of the City's O&M Agreement form (**Appendix 6**) which may need to be modified to meet the specific needs of the Proposer.
- While it is anticipated that the selected Proposer will maintain the facility and grounds to at least the level of service existing at the date of Certificate of Occupancy, the selected Proposer and City will also endeavor to identify capital improvements and funding sources for future upgrades. Recommendations for future capital projects or upgrades after Certificate of Occupancy are encouraged to be listed in the proposal.
- All consultants and contractors involved in the Project shall obtain a City business license prior to providing services.

## **SITE LEASE**

- The Contractor signing the O&M Agreement will also need to agree to sign a Site Lease to cover the duration of their occupation of the Scout House, such that they are the City's Lessee. Under the Site Lease, the Contractor must agree to pay fair market rent for the use and enjoyment of the Scout House.
- To offset the cost of paying fair market rent, the Contractor may undertake various fundraising activities, including, for example, the sale of naming rights of various interior portions of the facility and use the facility for commercial purposes consistent with existing zoning, including a potential sublease of the facility if desired. Naming Rights must be consistent with City standards.
- The amount of fair market rent to be charged could take into account that the Contractor would be agreeing to pay the costs of repair and potential future capital improvements (over \$10,000) under the term of the O&M Agreement and Site Lease, and the fact that the City will be entitled to use the facility for one day each month.
- Following Certificate of Occupancy, the Contractor may sublease the renovated facility to a third party(ies), provided that all terms and conditions of the O&M Agreement and Site Lease, and all other City requirements are met and agreed to by the City.
- Identify any other term or condition of the City's Site Lease form (**Appendix 7**) which may need to be modified to meet the specific needs of the Proposer.

**APPENDIX 1: SITE PHOTOGRAPHS**

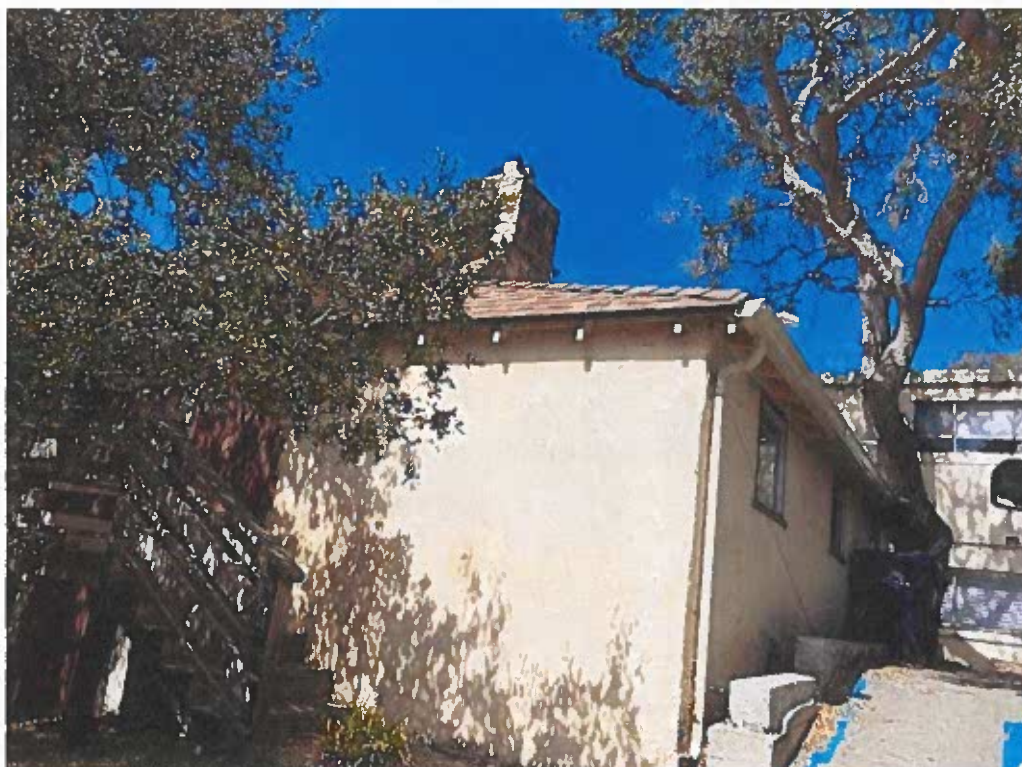


**Looking Northeast from Mission Street and Eighth Avenue**



**North elevation, looking west.**





**Southeast elevation of building with non-compliant parking space.**



**Upstairs Main Room, looking east, with functioning fireplace and vaulted ceiling**

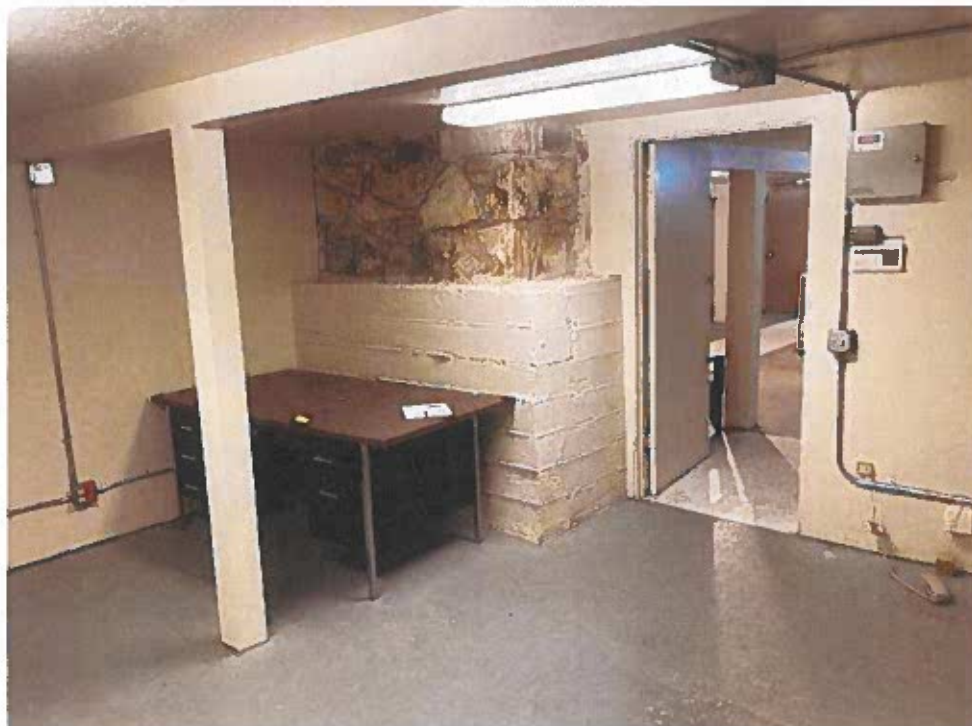


**Upstairs Main Room looking west**

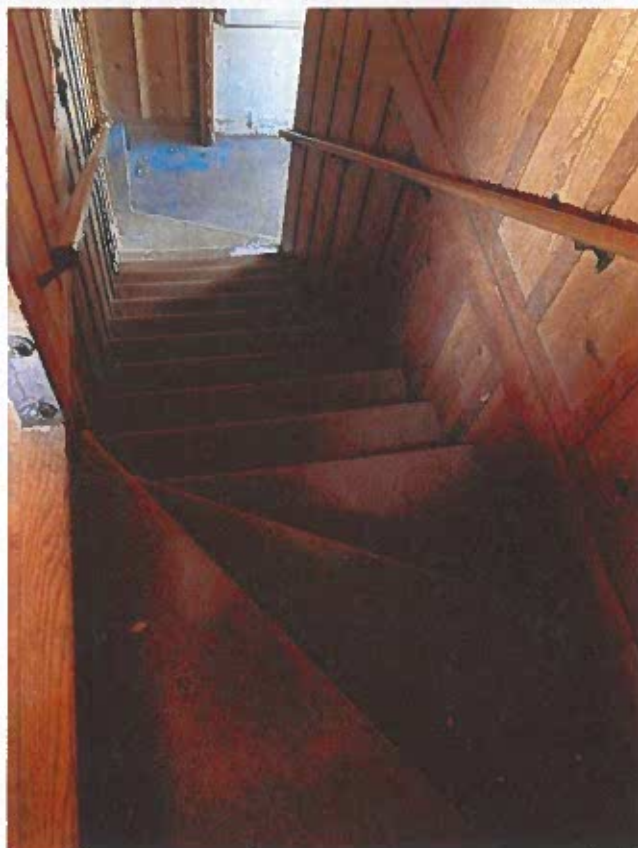


**Upstairs Kitchenette, envisioned to be completely reconstructed.**





**Former Police Records and Scout Classrooms w/Reduced Ceiling Height**



**Stairwell, looking down toward front door**

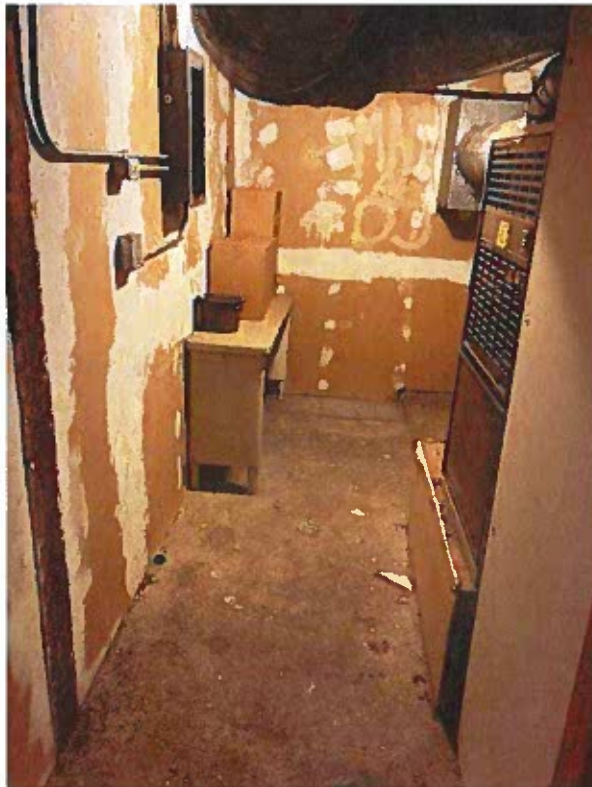
Request for Proposals

Scout House Renovation, Activities Programming and Facility Management

Page 20

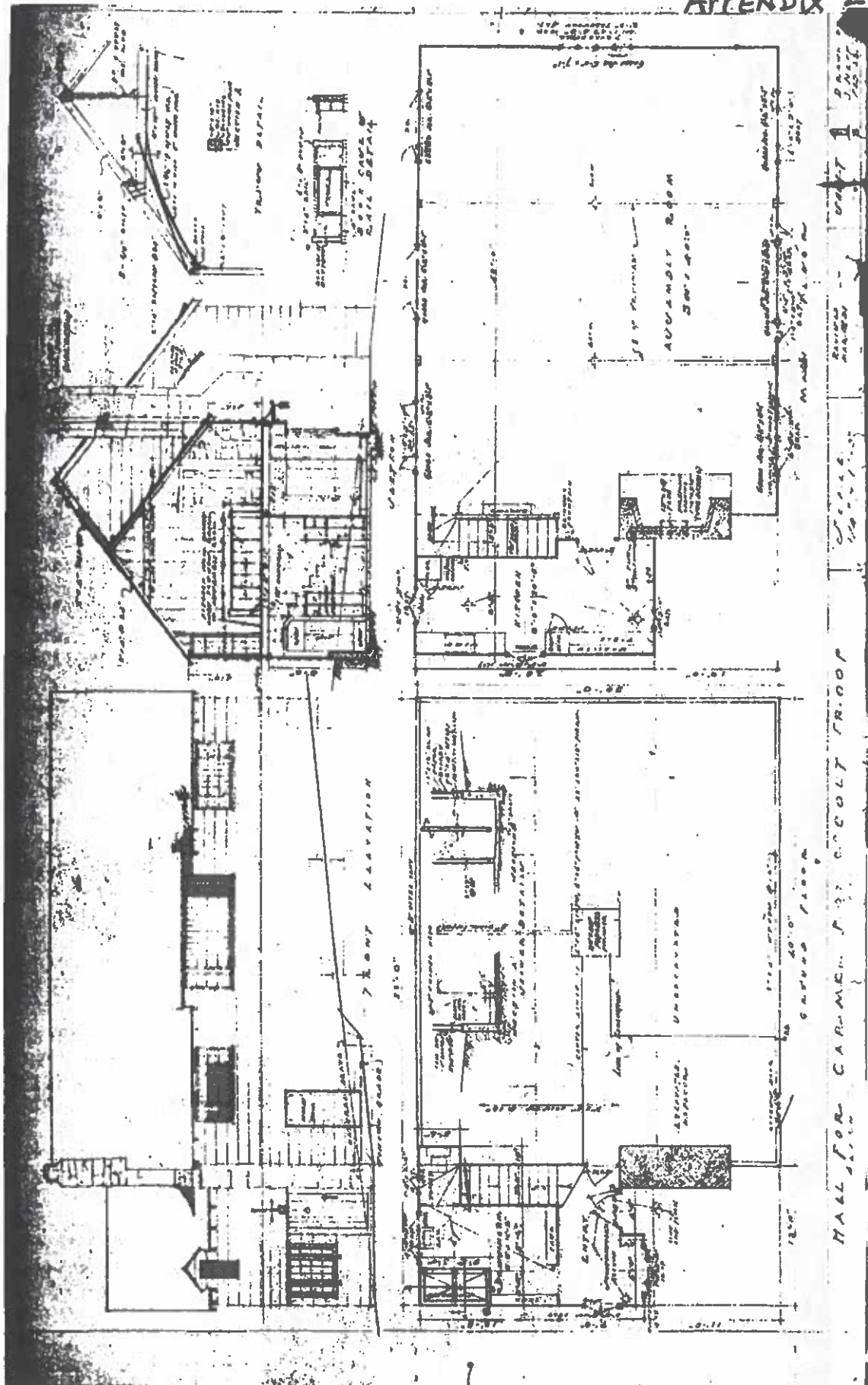


**Downstairs restrooms, envisioned to be completely reconstructed**



**Electrical/Mechanical Closet**

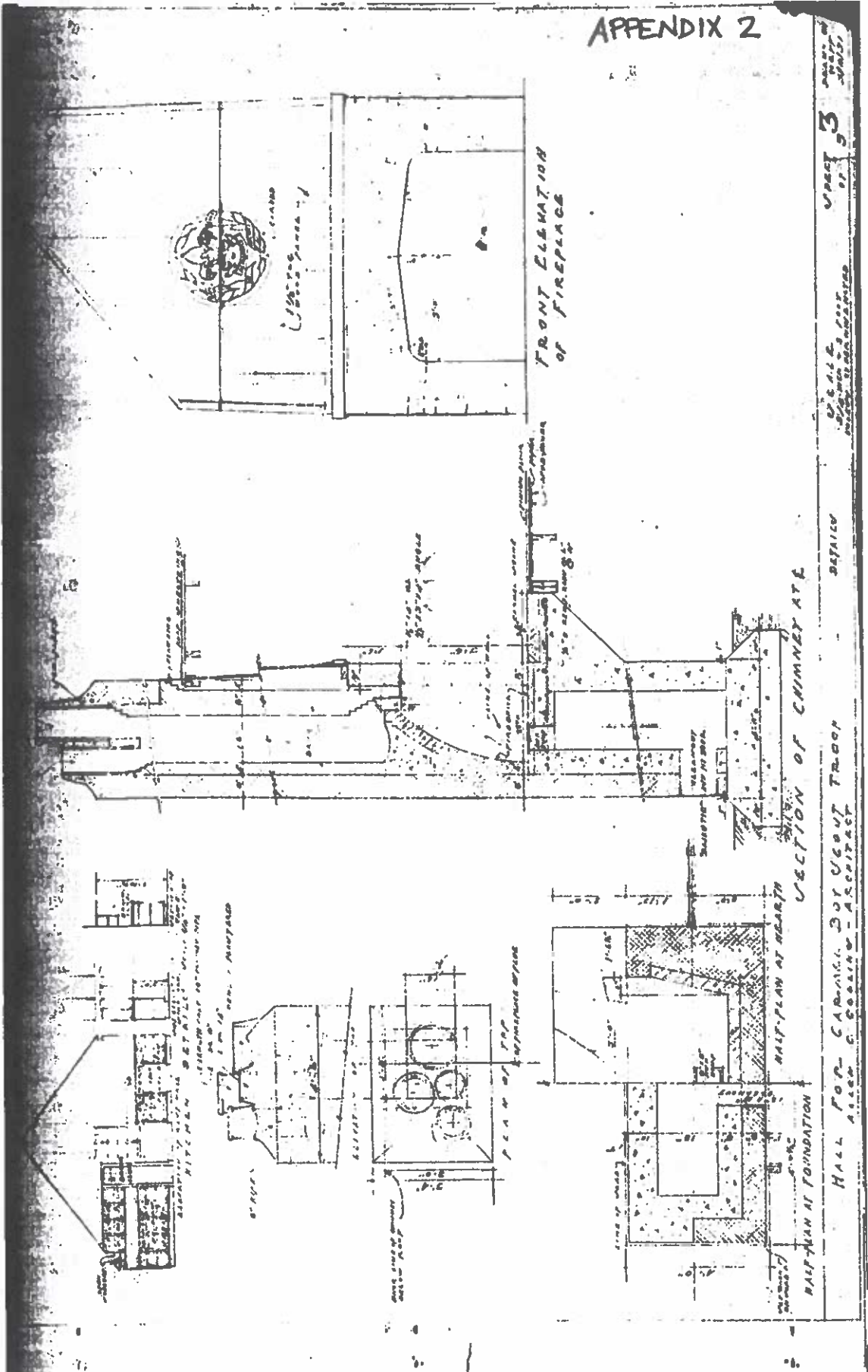
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# APPENDIX 2



DRAWN BY  
 CHECKED BY  
 DATE  
 SCALE  
 SHEET 33  
 OF 33  
 PROJECT NO. 1000  
 DRAWING NO. 1000

HALL FOR CARPENTRY, BOY SCOUT TROOP  
 ALSO C. COOKING - ARCHITECT





MEMORANDUM

TO: MAYOR KEN WHITE AND MEMBERS OF THE CITY COUNCIL  
 THROUGH: JERE KERSNAR, CITY ADMINISTRATOR AND  
 BRIAN DONOGHUE, CULTURAL DIRECTOR  
 FROM: THE COMMUNITY AND CULTURAL COMMISSION  
 SUBJECT: SCOUT HOUSE: ANALYSIS OF UPGRADE FEASIBILITY  
 DATE: 01/15/00

SCOUT HOUSE MASTER PLAN

The Community and Cultural Commission has completed its research and analysis of the Scout House building. On January 10, 2000 the Commissioners unanimously adopted as their recommended Master Plan for the Scout House the "Analysis of Upgrade Feasibility" report prepared by architect Brian Congleton. Along with the report, The Commission forwards the following comments and recommendations for your consideration:

1. The Scout House, located in the RC District, is a unique city property with distinct historical significance and character. Because of its unique character and because of its historical significance, the Community and Cultural Commission recommends that the City bring this building into compliance with accessibility standards and arrest its progressive deterioration. This can be done by implementing upgrades, improvements and maintenance laid out in Option C of the Analysis Report.
2. The Commission believes the City can provide an even greater service to the community by making this intimate meeting place more accessible to more people. Currently the City does not promote full use of the Scout House because of its limitations. By making these improvements, the Commission is more than confident that use of the building would increase. The Commission enthusiastically and unanimously recommends continued and expanded city use of this property.
3. The Scout House is one of the few city-owned buildings that generate revenue. Once improvements are made, the City will benefit in parallel ways. The City enhances significantly its ability to produce revenue through increased use. And, the City will be able to program additional community activities. Above all, the greatest value is the City's ability to provide such unique space for community use.

Ultimately this provides support for a variety of user groups, including the often overlooked attraction this facility may offer the business district because of its convenient location.

4. Use of the building is offered free to scouting organizations of the tri-county area and to the Friends of the Library for book storage between sales. Both City Hall and Sunset Center use the building for vital storage of documents. The Friends of the Library use the storage area year round for the collection and sorting of books for their yearly sale to benefit the library. The activities of this particular user greatly benefit the City in return.
5. During 1999, 45 groups or organizations used this facility. Of the 23 scout troops who used the building, 15 were not charged. (Please see the "List of Scout House Users - 1999" attached to this Memorandum.)
6. The Commission (through its subcommittee) evaluated the possibility of phasing the upgrades and improvements over two years, but recommend rejection of this approach because of added costs. If upgrades were undertaken in phases, cost of the construction could increase by 20-25%.
7. The evaluation of this project was thorough. The subcommittee and the architect consultant used the following resources as part of their research to develop a Scout House Master Plan Project Report:
  1. City Planning Staff
  2. Building Official
  3. Fire Official
  4. Historic Preservation Consultant
  5. Title reports and specific legal documents pertaining to the property
  6. Construction documents and complete property file records
  7. Historic survey form
  8. Federal statutes/requirements Americans with Disabilities Act (ADA)
  9. State Title 24 Access Permits
  10. On-site and structural inspections
  11. Neighboring property comments
  12. Commissioned Scout House property appraisal

The Commission is pleased to submit this report to the City Council and looks forward to the next opportunity to perform similar duties for the City of Carmel-by-the-Sea.

# LIST OF SCOUT HOUSE USERS - 1999

Brownie Troop #1147\*  
BST #3\*  
Carmel Preservation Foundation  
Carmel Performing Arts Festival  
Carmel Ballet Academy

Chi Kong  
City Staff Holiday Party\*  
Carmel Residents Association  
Cub Scout Pak #86  
Dance Party (Jane Morba)  
Dance Practice (Carolyn Trist)  
Dance Kids, Inc.  
Fire Department\*

Girl Scout Trek 2000\*  
Girl Scouts Monterey Bay\*

GST #131

GST #1166\*

GST #1044\*

GST #1121\*

GST #3094

GST #1008\*

GST #1037\*

GST #3916

GST #377

GST #1048\*

GST #2115\*

GST #36\*

GST #3106\*

GST #2024\*

GST #1175\*

GST # 1896

GST #2013\*

GST #1170

Jack Hammond Meditation

Kerry Lee, Inc.

Principia Alumni Club

Private party use (Tory Raggett)

Retirement Party (Sarah Manning)\*

San Francisco Bay Girl Scout Council

Scottish Dancers

Southern Indian Dance

Swing Monterey

Tango Gathering

Women Unite

Western Society of Clinical Investigators (Doctor's Conference)

**KEY:** GST = Girl Scout Troop

BST = Boy Scout Troop

\* = No Charge User

## **STORAGE AREA USERS:**

City Hall Administration\*

Sunset Center\*

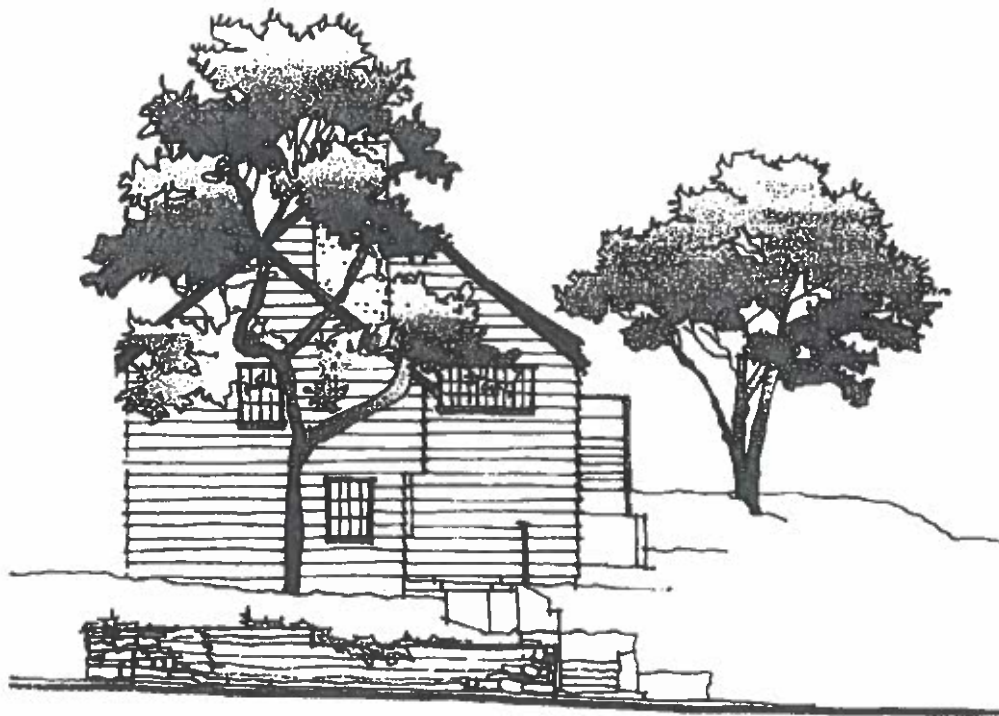
Friends of the Library\*

BST #3\*

## **TOTAL:**

45 USERS, INCLUDING 23 SCOUT  
USERS OF WHICH 15 ARE FREE

PLUS 4 USERS OF STORAGE AREA



## **ANALYSIS OF UPGRADE FEASIBILITY**

### **THE SCOUT HOUSE Mission Street at Eighth Avenue Carmel, California**

**November 15, 1999**

This report is an assessment of existing conditions of a property owned by the City of Carmel known as the Scout House, located at the northeast corner of Mission Street and Eighth Avenue. It is an analysis of upgrades needed in two areas:

**Part I: Modifications required to bring the property in compliance with accessibility requirements (ADA requirements).**

**Part II: Modifications and maintenance needed to arrest normal building deterioration and correct inappropriate alterations made over the years.**

The purpose of the report is to provide to the Carmel-by-the-Sea Cultural Commission, Building Maintenance Division, and City Council guidance and a basis for assessing, and budgeting for, continued use of the property.

**Congleton Architect AIA**



### **Background**

The Scout House is a two-story wood frame building located on a hillside site. Its upper (main) level (1,200 square feet) contains a large meeting hall, small service kitchen and semi-portioned meeting/storage rooms. The lower level (set into the hill) contains the main building entry and stair, two small single-occupant restrooms, a mechanical room, and storage rooms (originally unexcavated crawl space). Because of the nature of the hillside site, the entrance is a full story lower than the main meeting space, and the street access to the site is almost an additional story lower than the entrance.

The building was constructed in 1931 for use as a Boy Scout meetinghouse, following a visit to Carmel by Lord Baden-Powell, the founder of the Boy Scout movement. The property was conveyed to the City in the 1960's, with provision for continued use by both Boy Scout and Girl Scout troops located in Carmel. In addition, it is used by other City agencies and rented to various public and private groups for their meetings and functions. A portion of the lower level is currently used by the Scouts for equipment storage, and a portion by the Library Guild for collection and storage of donated books.

Because of building access limitations imposed by the steeply sloping site, the facility doesn't comply with accessibility requirements. Opportunities for building use are therefore limited, and when groups meet there the City may be at risk for failure to provide access. There appears to be a need for this facility, and a probability that much more extensive use would occur if the building could be brought up to current standards. Conversely, if barrier-free accommodations are not provided, a non-compliance challenge could result in closure of the facility for public use. Part One of this report addresses means by which the Scout House can be brought into compliance with ADA and building code accessibility requirements.

Assessment of the future use of the Scout House includes maintenance of building elements, and desired improvements to building elements to make the Scout House a safe, functional facility serving Carmel's needs for such a building. Part Two of this report addresses maintenance and improvement recommendations.

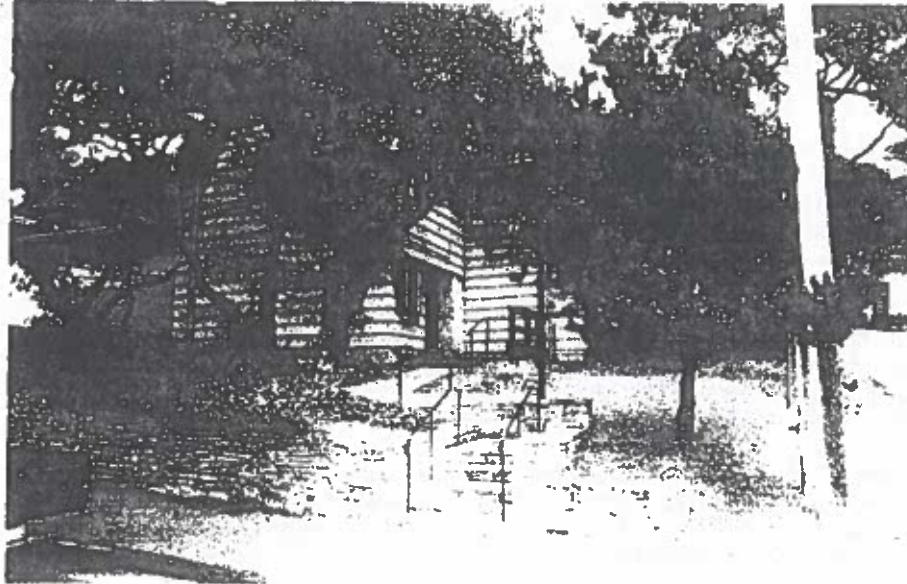
If it is determined that the cost of upgrading the property is not feasible, its location in the commercial district may accord it good value as a surplus property. This report does not address such an option, but focuses only on required elements for accessibility compliance and building maintenance, with applicable estimated costs.

**Scout House Feasibility Analysis  
November 16, 1999**

**APPENDIX 3**

**SCOUT HOUSE FEASIBILITY ANALYSIS  
Part I – ADA Accessibility Compliance**

**Congleton Architect AIA**



## **SCOUT HOUSE FEASIBILITY ANALYSIS**

### **Part I – ADA Accessibility Compliance**

Because of building access limitations imposed by the steeply sloping site, the Scout House doesn't comply with ADA and building code accessibility requirements. Opportunities for building use are therefore limited, and when groups meet there the City may be at risk for failure to provide access. There appears to be a need for this facility, and a probability that much more extensive use would occur if the building could be brought up to current standards. Conversely, if barrier-free accommodations are not provided, a non-compliance challenge could result in closure of the facility for public use.

#### **ADA Requirements**

The Federal Government passed the Aid to Disabilities Act in 1990, to assure equal accommodation to disabled persons. It is a discrimination-based law, stating essentially: It is against the law for a building owner or business operator to discriminate against any person with a disability by failing to provide said person with equal access to and use of the building or business facility.

A person having a disability (such as limited movement ability, limited hearing or eyesight, limited breathing ability) can claim discrimination by the property owner if he or she is not provided equal use of the property as other users. Equal use generally includes two elements: ability to get into and out of the building, and access to facilities such as bathrooms and kitchen facilities once they have entered. The path of access is continuous from where the person would first arrive at the facility (from the street, bus stop, parking lot) and should be the same as that used by the general public (a disabled person shouldn't be forced to enter through a different door or pathway).

A complex series of codes defines what must be constructed in a facility to meet accessibility requirements. Some leeway is provided for retrofitting buildings which were built before the law was enacted. A "good faith effort" must be shown by the property owner, demonstrating a realistic effort to achieve compliance. The leeway defines a limit that an owner may be required at one time to spend on ADA upgrades, but a phased plan for compliance must be developed (and ultimately built) resulting in full compliance. The leeway doesn't protect the owner from a challenge; it only assists the owner in his defense if a challenge is made. The best protection is to strive for immediate full compliance.

#### **Historic Character of the Scout House**

Complicating the concept of providing access to the Scout House is the historic character of the building and the tree-covered site. While historic structures are generally perceived as having some immunity to accessibility requirements due to their status, a conservative view of ADA is that the only true protection is to provide compliance.

The Scout House is defined as a significant structure, but is not a designated property. Historic designation of the Scout House would allow relief from current code requirements in several areas. However, because of the discrimination basis of the ADA law, designation (and subsequent code relief measures) would probably not adequately protect the City of Carmel from possible exposure if the building and site are not made fully accessible.

Protection of the building's historic character must also be a part of any proposed accessibility improvements, to meet Carmel's concerns about protecting its significant properties. In assessing options for providing accessibility, each option was weighed in terms of its impact on the existing historic character as well as its ability to provide full accessibility.

This study, therefore, focuses on means of providing full accommodation while striving to protect historic and landscape (tree) elements on the property.

#### **ADA applied to the Scout House: Access**

The building and site were studied to identify possible means of providing barrier-free access, first to the building, then to use areas within the building. Two locations of probable access were identified: At the existing entrance at the west end of the building, and/or at a new entrance to be installed at the existing driveway at the east end of the building. The existing west entrance is approximately six feet above street level and one story below the meeting room level, requiring possible major modifications for compliance. The driveway grade at the east end is at the approximate grade of the main interior use area, but is physically separated from Mission Street pedestrian access. Three options were developed, and are included as Appendices to this report:

##### **Option 'A' (Grade level access at the east end driveway) – DOES NOT COMPLY: (Estimated cost: \$85,715.)**

Because no access was provided for pedestrians or persons arriving from town or bus stop, this option was found not to provide ADA compliance, and was dropped from consideration. When incorporated with Option 'C' elements (see below), compliance would be provided. Therefore, entrance and restroom elements from this option are included in the final recommended upgrade design.

##### **Option 'B' (Ramp from Mission to new west entrance, new interior elevator and stair) – DOES NOT COMPLY: (Estimated cost: \$182,329.)**

Because this option would result in major impact on the historic building and site trees, and because this option required a separate entrance for accessibility compliance, it was

**IMPROVEMENT CATEGORY TWO: CODE COMPLIANCE AND AESTHETIC UPGRADES**

Following are items noted as improvement items to improve the level of code compliance, or to improve the aesthetic quality and historic character of the facility.

Code requirement items are building improvements necessary to protect the life safety of the building's users. Improvements include ADA accessibility elements (see Part I Report) and fire sprinkler systems.

Note: The Scout House is an older existing building, not originally designed or built according to modern code standards. The items shown in this report are not intended to upgrade the Scout House to current codes, but to address only those items identified by the building and fire officials as being substantively lacking, potentially compromising the safety of the occupants. Seismic upgrades are not included, although (where feasible) seismic improvements may be incorporated into building modifications for ADA compliance (new stairwells, elevator shaft, etc.)

Aesthetic improvements are those which are not necessary for building maintenance or code compliance, but which have been deemed as needed to visually restore and protect the historical character of the building and present the Scout House as a quality city facility.

Following are items identified as code compliance or aesthetic upgrade improvements:

- B1. Fire protection system (fire sprinklers).
- B2. Replace aluminum windows with wood divided-light sashes.
- B3. Remove exterior & interior pipes, conduits, and wiring elements.
- B4. Paint exterior of building using original or complementary color scheme.
- B5. Construct trash enclosure. Work with neighbor to improve trash bin upkeep.
- B6. Install underground electrical service from west side of Mission to building.
- B7. Install native, drought tolerant landscaping and drip irrigation.

found not acceptable for historic standards and not in compliance with ADA, and was dropped from consideration.

**Option 'C':** (Exterior lift from Mission to entry patio, widen entry to new elevator) –  
**RECOMMENDED OPTION/PROVIDES COMPLIANCE:**  
(Estimated cost: \$195,192.)

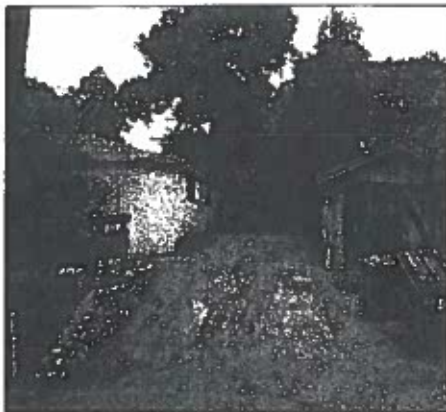
This option was found to provide the best elements of ADA compliance, while protecting the existing elements of the historic structure and mature trees and site features. Although there are concerns about maintenance and operation of the outdoor lift, this option was found to be in compliance with ADA and acceptable for historic standards. This option (including elements of east entry and restrooms from Option 'A'), is proposed as the best reasonable alternative for ADA upgrades to the Scout House. Features are described below.

#### **Recommended Design for Accessibility Compliance**

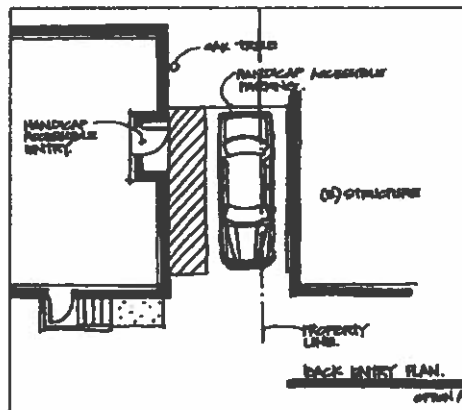
In reviewing the above Options 'A', 'B', 'C', the consultant and Task Force Committee determined that an at-grade entrance at the east end of the building (Option 'A') combined with an exterior lift/interior elevator at the west end of the building (Option 'C') would provide accessible entry to the building for all persons, with minimal impact on the historic elements of the building's exterior and interior spaces. Relocation of the restrooms and food preparation area to the east end of the main level will allow for support facilities at the meeting room level, therefore providing full accommodation for disabled persons using the facility. Elements of this recommended design are described below.

#### **East entry & driveway:**

The main meeting room level of the building is at approximate ground level at the east end of the building, where an existing driveway provides access to the rear of the building. It is therefore possible to install a new door at this driveway, providing level access from a parking space into the meeting room



*Driveway – east end of site.*



*Driveway Plan*

Use of the driveway alone will not meet ADA requirements for full accessibility:

- ♦ The parking space is too small to accommodate the car and unloading area.
- ♦ The adjacent property to the north is served by an easement over the driveway area.
- ♦ The slope is too steep to provide a level parking/unloading area.



## Part I (Accessibility Compliance) - Page 4 of 6

- ◆ No access is provided to the lower level.

**a gurney-capable elevator.**

stair is proposed to be modified to eliminate hazardous elements and provide proper handrails.

**configuration.**



**major item for consideration is:**

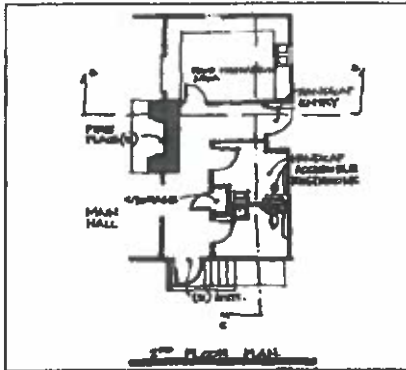
- preventing unauthorized operation.

**Access:** Facilities

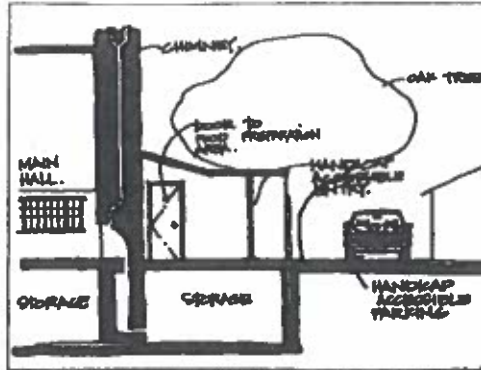
tumaround areas to accommodate disabled persons.

recommended for all Options 'A', 'B', 'C'.

**Scout House Feasibility Analysis**  
November 16, 1993  
Part I (Accessibility Compliance) - Page 5 of 5



*Partial plan – main floor east end.*



*Section through restrooms/food preparation area.*

Locating new restrooms at the east end of the main floor (in the area now divided into meeting/storage areas) will provide accessible facilities adjacent to the meeting room. Users will not be required to make level changes or go a long distance to access restrooms. One restroom will be retained at the lower level west end entry.

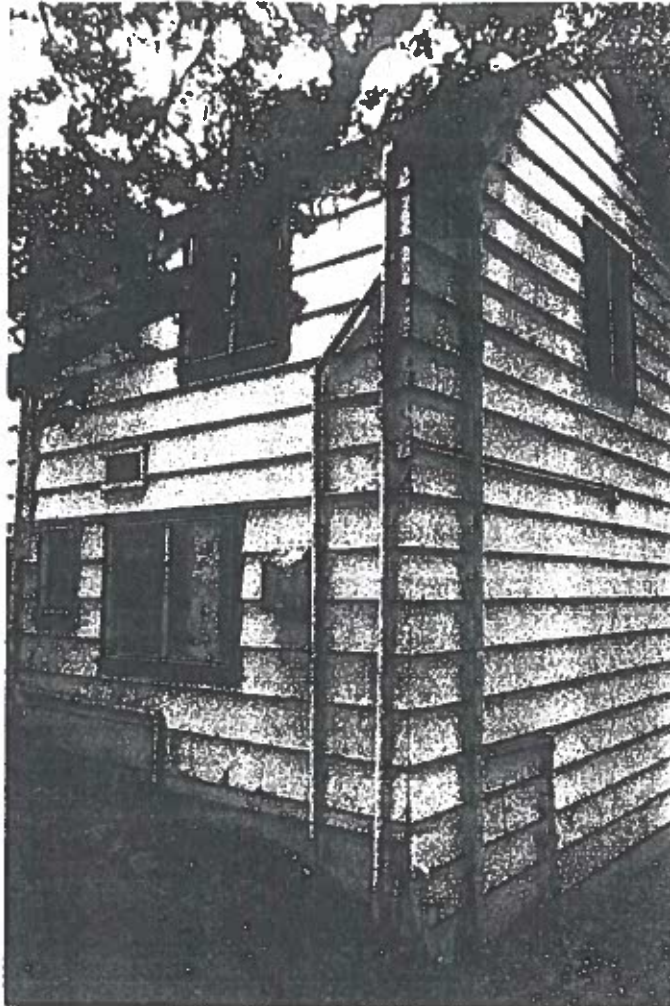
Relocation of the food preparation area to the east end will allow for a larger, accessible preparation space adjacent to both the meeting room (with a serving window) and to the east end driveway. Removal of the kitchen from the west end (above the entry) will make room for the new elevator.

**Note:** The new Food Preparation Area is not a kitchen. It does not include any cooking equipment (range, ovens, fryers, etc.) that would require a commercial hood/exhaust system, fire protection system, and a grease trap on the sink. It does include a sink and refrigerator, counter and storage space, outlets for coffee makers, and microwave ovens to heat items brought in by caterers for serving.

The cost of new accessible restrooms and food preparation area (as shown above) has been included in the cost estimates for Options 'A', 'B', and 'C'. See the detailed cost estimate attached to this document.

## **SCOUT HOUSE FEASIBILITY ANALYSIS**

### **Part II – Building Improvements & Maintenance**



## **SCOUT HOUSE FEASIBILITY ANALYSIS**

### **Part II – Building Improvements & Maintenance**

#### **Part Two areas of work**

While providing barrier-free handicap access is the primary requirement for full use of the facility, identifying the other building problem elements is needed as well, to provide an adequate assessment of the cost of anticipated maintenance and necessary upgrades. The building is an older wood structure subject to damage by nature's forces and showing signs of deterioration from deferred maintenance over the years. Modifications such as surface wiring and replacement windows have been added which detract from the original design and character. Life safety code issues should be reviewed to identify areas of noncompliance and means of improvement.



The following two improvement categories have been identified:

- a) **Maintenance improvements** to address safety issues and arrest building deterioration.
- b) **Aesthetic and code compliance improvements** to remove building alterations not in keeping with the building's architectural and historical character, to improve the level of compliance with life safety codes, and to ensure the building's function as a quality community-serving facility.

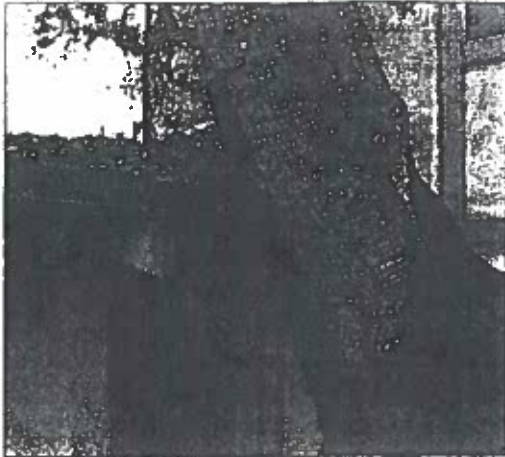
**IMPROVEMENT CATEGORY ONE: MAINTENANCE IMPROVEMENTS**

Following are items noted as needing corrective action to arrest building deterioration and address code requirements. Building deterioration items are those which, if not addressed in a timely manner, could result in substantially higher costs for correction later, or could cause the building to not be usable for its intended purpose.

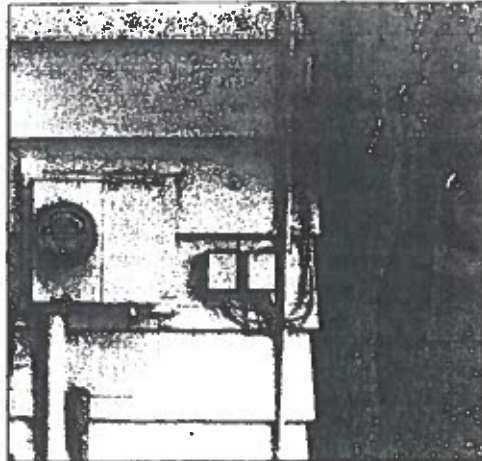
Following are items which have been identified as needed maintenance improvements:

- A1. Tree growth against the building.
- A2. Vines encroaching into building structure.
- A3. Termite infestation & dryrot.
- A4. Need for gutters & downspouts.
- A5. Program to reroof building

#### **A1. TREE GROWTH AGAINST THE BUILDING**



*Tree against east eave.*



*Tree against southwest building corner.*

**Tree Growth against the Building:** In two locations, major spars of mature oak trees have grown against the face of the building. Both areas of contact have resulted in damage to the structure. However, the recommended correction of each contact is different from the other.

- **Main trunk contacting eave (east side):** The tree has damaged the wood eave, but is still some eight inches from the face of the building. As shown, water and debris drain against the tree, resulting in dryrot to the eave.

**Recommended action :** Cut roof deck to provide several inches clearance from tree. Repair flashing and shingles to assure weather protection to deck.

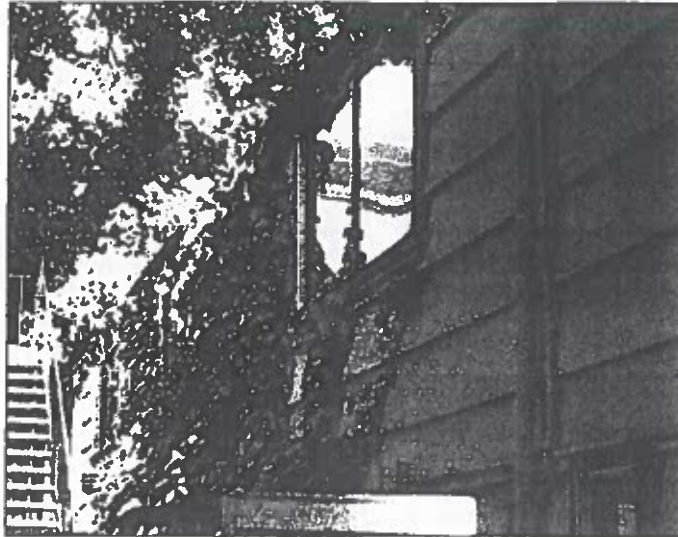
- **Significant spar contacting wall (southwest corner):** One spar of the multi-spar tree has grown against the corner of the wall approximately five feet above grade, and is pressing into the structure. Building damage has not yet occurred, but soon will if not corrected. In addition, upper portions of this spar are in contact with the building roof.

**Recommended action:** Remove part or all of spar; the remainder of the tree should not be significantly impacted by removal of this portion.

The above items should be expedited immediately. Cost should be less if work is incorporated with other tasks.

**Cost:** Tree removal: \$500.  
Roof repair: 1,000.  
(One-time costs, not annual ongoing expenses)

**A2. VINES ENCROACHING INTO BUILDING**

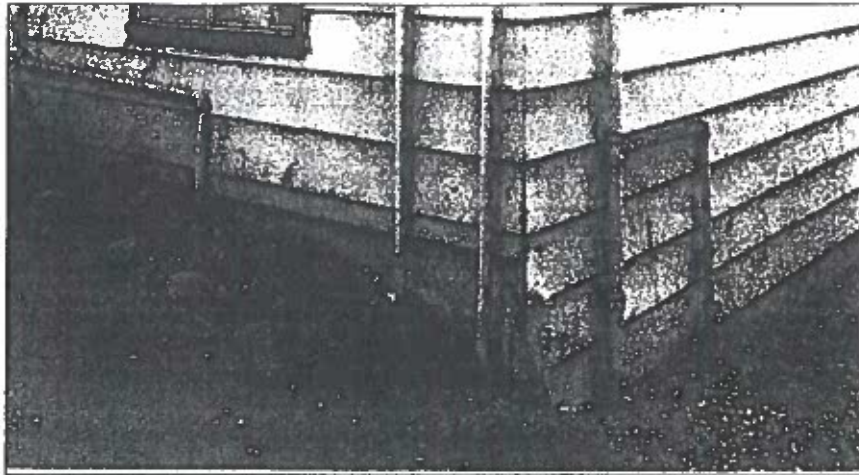


**Vines & Plants encroaching into building foundation and wall structure:** At several locations on the north wall, ivy has penetrated the lower wood wall structure. If not arrested, vine development can invade and damage the building structure and wall face, and create paths for termite infestation. On the east wall, volunteer plants have grown through the pavement adjacent to the building wall, and may have grown into the wall.

**Recommended action:** Semiannual removal of ivy and volunteer plants from base of walls. Work may be performed by city staff or contracted out as part of landscape maintenance.

**Cost:** \$450. per year.  
(Cost may be reduced if incorporated into other tasks).

**A3. TERMITE INFESTATION & DRYROT**



**Termite infestation and wood dryrot:** The wood structure is prone to termite infestation due to numerous areas of potential or real wood-to-earth contact around the foundation, tree contact with the structure, and vine invasion. Wood dryrot damage, created by water invasion of the structure, is evident around the foundation (roof runoff pounding against building), roof structure (leaks prior to recent roof replacement), and toiletroom areas (plumbing leaks, water spillage).

**Note:** This assessment does not include a professional report of termite infestation or wood rot. A qualified consultant should be commissioned to assess the building in these areas.

**Recommended actions:**

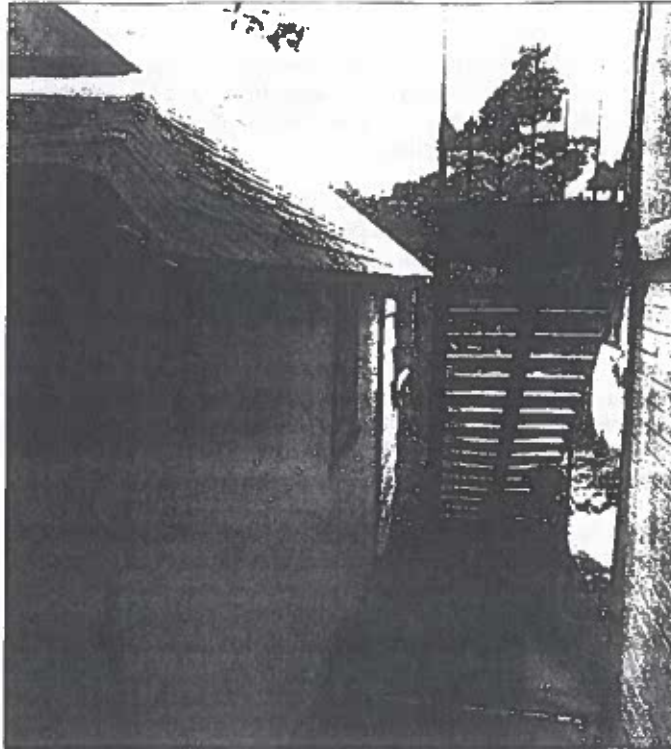
1. Have a termite report prepared by a qualified consultant; follow the recommendations.
2. Correct all areas of wood-to-earth contact, vine invasion, and water invasion of structure.
3. Have structure treated in accordance with consultant recommendations.
4. Establish an annual maintenance program.
5. Install gutters and downspouts (see Item 4).

**Cost:** Tent building & treat: \$3,500.  
(One-time cost, not annual expense)

Foundation treatment: \$500. per year  
(Two treatments per year)



**A4. NEED GUTTERS & DOWNSPOUTS**



**Gutters & downspouts:**

There are currently no gutters or downspouts on the building. Water draining from the roof waterfalls to the ground below the overhang (bouncing off the ground onto the lower wall), or is blown onto the building wall by the wind. The resulting continual impact of rainwater onto building walls causes damage to the wall finish and structure which, over time, can result in expensive repair work or destruction of the wall structure by dryrot or termite infestation. A system of gutters and downspouts, with drainage away from the building via subsurface drain lines, would eliminate this potential problem at its source.

Galvanized iron gutters are strongest, but require painting and eventually rust. Aluminum gutters (price below) are seamless with factory applied finish, and do not rust, but are not strong. Copper gutters develop a patina which does not require paint; they do not rust or corrode, and they are strong. Copper costs approximately 50-100% more than aluminum or steel.

**Recommended action:** Install gutters, downspouts, and subsurface drain lines.

<b>Cost:</b>	<b>Gutters &amp; Downspouts:</b>	<b>\$2,500.</b>
	<b>Drain lines:</b>	<b>5,800.</b>
	<b>(Above are one-time charges)</b>	
	<b>Gutter maintenance &amp; cleaning:</b>	<b>500. per year</b>

**A5. PROGRAM TO REROOF BUILDING**

The existing asphalt shingle roof is in excellent condition, with no apparent damage or wear except for tree contact at the east end eave. It appears to have been installed within the past ten years. The shingle quality is a "twenty five" year roof, which is the minimal thickness available and will not last as long as thicker shingles.

Several tasks proposed in this document will result in minor or major repairs to the roof:

- Installation of gutters & downspouts (See item A4)
- Repair eave damaged by tree (See item A1)
- Proposed ADA compliance modifications (See Part I Report)
- Removal of exterior plumbing vents/relocation within walls (See item B3 in following section)

Because of the eventual need to replace the roof due to wear and nature, plus the need to have roof integrity for appearance and weather protection upon completion of building modifications, it is wise to establish a program for roof replacement. Funds should be budgeted annually until this task is performed.

For improved building appearance and longer roof life, use of an architectural style asphalt shingle ("Timberline" or similar pattern) with a 40-year rating is recommended and included in the cost indicated below.

**Recommended action:** Set aside funds for future roof replacement.

**Cost:** \$4,000. (One-time cost).

Budget \$400. per year for ten years as annual set aside.

**B1. Install Fire Sprinkler System**

**Fire sprinkler systems:**

There are no fire sprinkler systems in the building. Although the building is a Type 'A' (Assembly) occupancy, its small size has not required the installation of sprinklers. The Fire Official has recommended that installation of a commercial fire sprinkler system be included as part of any significant building upgrade.

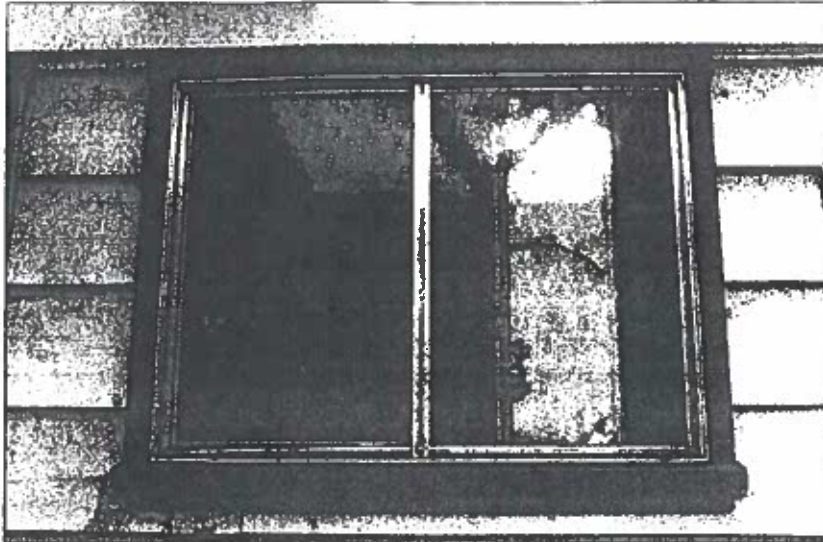
In the past, problems have resulted from the presence of the large fireplace in the assembly room; a fire sprinkler system would help protect the building and occupants in case of future occurrences.

The north building wall is in close proximity to the north property line and does not possess necessary fire assembly elements (fire rated wall, no openings in wall). Modification of the wall so that it complies with building code requirements (infill windows, rebuild wall as a fire-rated assembly, rebuild roof as a fire-rated assembly) would massively alter the historic character of the building. However, addition of a sprinkler system, including an exterior "wall wash" bank of sprinklers on the north wall, would help mitigate this nonconforming wall condition. The Building Official (Tim Meroney) indicated that as long as no changes are made to the wall, he can't require that the assembly be brought up to code. He also reported that the addition of fire sprinklers will aid greatly in addressing the potential problems created by the nonconforming wall.

**Recommended action:** Install fire sprinkler system and associative fire alarm system.

<b>Cost:</b>	<b>Fire sprinkler system:</b>	<b>\$18,500.</b>
	<b>Sprinkler alarm system:</b>	<b>2,750.</b>
	<b>(One-time costs)</b>	
	<b>Annual system monitoring &amp; maintenance:</b>	<b>\$1,000. per year</b>

**B2. REPLACE ALUMINUM WINDOWS WITH WOOD DIVIDED LIGHT SASHES**



**Wood divided-light windows:**

Original building drawings show divided-light wood sash windows throughout the building. At some time, the wood sashes were replaced with aluminum sliding window units, probably in lieu of performing maintenance required to preserve the wood units. Some of the glass panels in the aluminum windows have since been replaced with Plexiglas panels (probably to prevent breakage). The aluminum units detract from the architectural and historical integrity of the building; the Plexiglas panels are scratched and clouded.

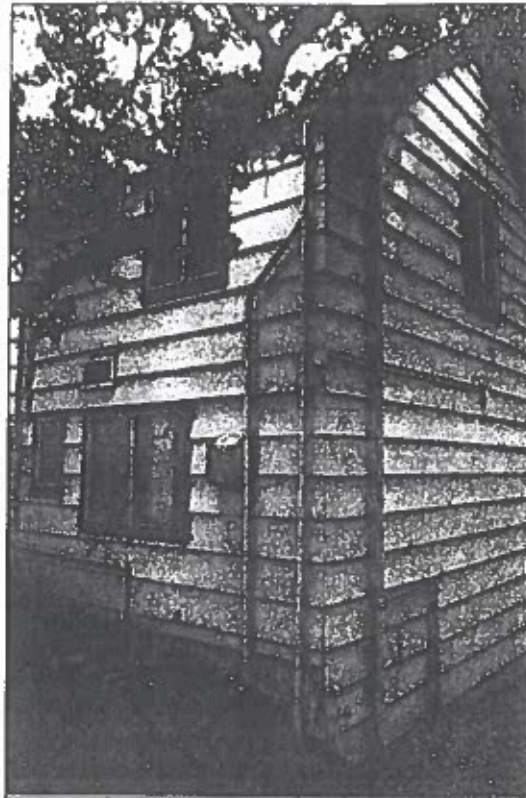
The original wood sash units could be replicated with new units, which could be installed in the frames without requiring major reworking of the frames or walls. Depending on cost, the new units could be fitted with insulated glass panels, which would improve the heat and sound efficiency of the building. An energy rebate for improved heat efficiency may be available from PG & E.

**Recommended action:** Remove existing aluminum units...install new divided light wood sashes with insulated glass lights. Paint exterior of sashes to coordinate with exterior paint scheme; stain and finish interior of sashes to match existing wood frames. (See original building drawings for window configurations).

<b>Cost:</b>	Remove aluminum units:	\$1,000.
	New wood sashes:	11,300.
	Frame & siding repair/prep:	<u>2,200.</u>
	Total (one-time cost):	\$14,500.



**B3. REMOVE SURFACE-MOUNTED PIPES AND CONDUITS**



**Remove surface-mounted plumbing & wiring (relocate within structure):**  
Building modifications over time have resulted in the installation of numerous plumbing vents and electrical conduits on the outside face of the building and the surface of interior walls, ceilings and beams. These elements are unsightly and detract from the architectural character of the building.

Many of these pipes and conduits can be eliminated or relocated within building walls as part of the ADA accessibility upgrade (Report Part I). The maintenance program should include a provision and budget for removal or relocation of all of these detracting elements.

**Recommended action:** Remove exterior and interior surface mounted plumbing and wiring elements, by elimination or relocation within the wall structure.

<b>Cost:</b>	Remove plumbing pipes:	\$3,850.
	Remove conduits & wires:	<u>3,850.</u>
	Total (one-time cost):	\$7,700.

**B4. EXTERIOR PAINT COLORS**

**Exterior Paint:**

The exterior of the building is painted an alabaster color with brown trim, similar to Sunset Center. The color scheme detracts from the architectural character of the wood structure. Following building modifications and maintenance work, the entire structure should be properly prepared and painted, using a color scheme determined to be original (and thus historically correct) or to be complimentary to the building's architectural character.

**Recommended action:** Prepare and paint entire exterior of building.

**Cost:** Paint building exterior: \$7,500.

**Interior finish treatment:**

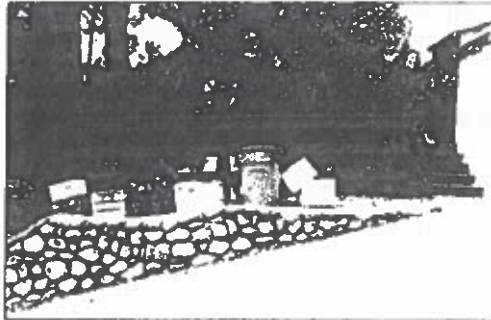
The interior is unfinished; the natural wood surfaces and beams are essential to the historic character of the building. Earlier dryrot stains from roof leakage (now corrected) are visible in numerous locations of the ceiling and upper walls. Small holes from tacks set in the wood over the years are also visible.

Attempts to remove or conceal the stains or holes may result in visual loss of the character of the wood, or creation of an artificial surface treatment not in keeping with the historic elements. An investigation into possible treatment with an oil should be conducted on non-visible sample surfaces. If successful results are obtained, then said treatment might be applied to the entire interior. Because of the unknown cost or success potential of such an investigation, it is not included as a budget item. The existing finish condition, including stains and holes, is in keeping with the structure and is not an unacceptable option for this report.

**Recommended action:** Possible test investigation for wood treatment, otherwise no action.

**Cost:** None included in this report.

**B6. CONSTRUCT TRASH ENCLOSURE.  
IMPROVE TRASH AND RECYCLE BIN UPKEEP**



There is currently no trash enclosure serving the facility. Both trash and recycling bins are set out on the driveway at the east end of the property. The property to the north, which has an easement for access across the driveway, also puts their trash out in the same location.

Construction of a trash enclosure adjacent to the driveway would screen containers from view and force an organization of trash storage. An arrangement with the neighbor regarding use of the drive for trash storage is needed to define maintenance responsibility and avoid abuse of use of the shared easement.

**Recommendation:** Construct trash enclosure. Establish agreement with neighbor regarding trash storage and use of easement.

**Cost:** Trash enclosure: \$3,850. (one-time cost)

**B6. UNDERGROUND ELECTRICAL SERVICE**

The Scout House is currently served with power via an overhead line from the west side of Mission Street, to a power pole next to the entry stair, then to an overhead mast and meter at the southwest corner of the building. Tree growth interferes with the power lines. Modifications proposed for ADA required building access (See Part I Report) will likely require relocation or removal of the power pole. An underground electrical service from the west side of Mission Street to the building would eliminate unsightly wires and accommodate entry modifications.

**Recommendation:** Install underground electrical service to building.

**Cost:** \$8,500. (one-time cost)

**B7. LANDSCAPE AND IRRIGATION SYSTEM**

The site is currently in a "natural" state of grasses under the oaks and pines. Much of the front yard is covered with ivy. As part of building upgrades and modifications, installation of native, drought tolerant landscaping and drip irrigation would enhance the natural site of this building.

A general program of maintenance and enhancement of existing landscape elements is sufficient upgrade the site. Trees should be trimmed and treated. Plantings at the rear of the building (now cut at grade) should be treated and stumps removed.

**Recommendation:** Install native landscaping and drip irrigation. Maintain existing landscaping and trees.

**Cost:** \$8,800. (one-time cost – new landscaping & irrigation)  
4,000. per year maintenance

### SUMMARY OF MAINTENANCE & IMPROVEMENT COSTS

Most tasks defined in the Part II Maintenance & Improvement Report are "one-time" costs to improve the building or correct a deterioration condition. Some, such as tree removal/building repair, should be performed immediately. Others, such as roof replacement or exterior paint, may be expedited in future years as budget set-aside balances are sufficient and the work is needed. A portion are annual ongoing tasks, to prevent deterioration or future damage to the facility.

The cost of accessibility upgrades (Part One Report) is shown in this summary to determine the estimated total cost of accessibility plus maintenance/building improvement expenses.

Task	Name of task	"One-time" improvement cost	Annual maintenance fee
A1	Remove trees from buildings	\$1,500.	-0-
A2	Remove vines from foundation	-0-	450. per year
A3	Termite abatement	3,500.	500. per year
A4	Gutters & Downspouts	8,100.	500. per year
A5	Replace roof	4,000.	-0-
B1	Fire sprinklers & alarm	19,250.	1,000. per year
B2	Divided light wood windows	14,500.	-0-
B3	Remove pipes & conduits	7,700.	-0-
B4	Paint building exterior	7,500.	-0-
B5	Trash enclosure	3,850.	-0-
B6	Underground electrical	8,500.	-0-
B7	Landscape & Irrigation	8,800.	4,000. per year
		87,200.	\$6,450. per year
	Add 10% to cost for prevailing wage:	8,720.	
	Total estimated cost - building improvements:	\$95,920.00	
	Estimated cost of ADA upgrades:		
	Construction cost:	177,447.	
	10% for prevailing wage:	17,745.	
	Design fees:	15,000.	
	Permit fees:	2,500.	
	Historic evaluation:	1,500.	
	Total estimated cost - accessibility upgrades:	214,192.00	
	Total estimated project cost:	\$310,112.00	
	10% Project Contingency (City recommendation):	31,011.00	

**Estimated Total budget - Scout House Project: \$341,123.00**

**Notes:**

- Costs shown above are 1999 dollar values. If the work is bid and performed at a later date, the cost may be higher, lower, or approximately equal to the value indicated, depending on market conditions at the time the work is commissioned. In addition, the actual cost of an item or the entire project may vary from figures indicated in this report, as design decisions affecting cost are made during project development and firmer prices are obtained through the bid process.
- Line item costs shown in the cost estimates (see appendix) do not agree with the summary costs shown above. This results from the breakdown method the estimator uses to identify trade costs, which differ from the "package" line item prices shown in this summary page. Total project costs are in substantial conformance between the two documents.

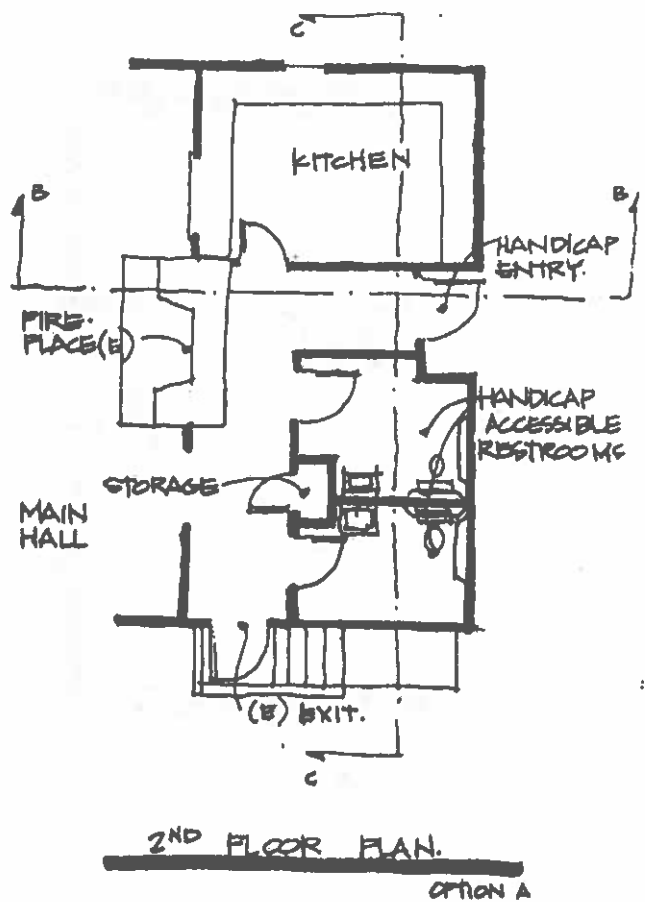
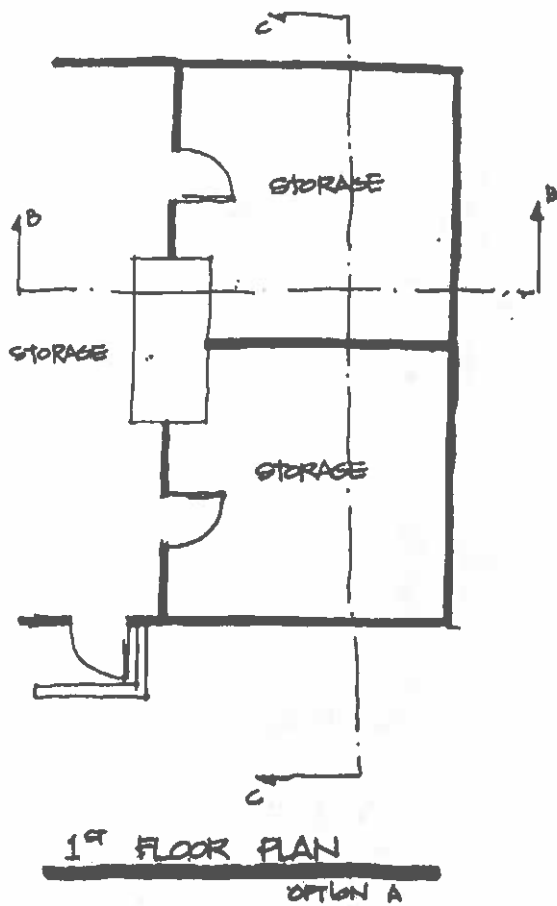
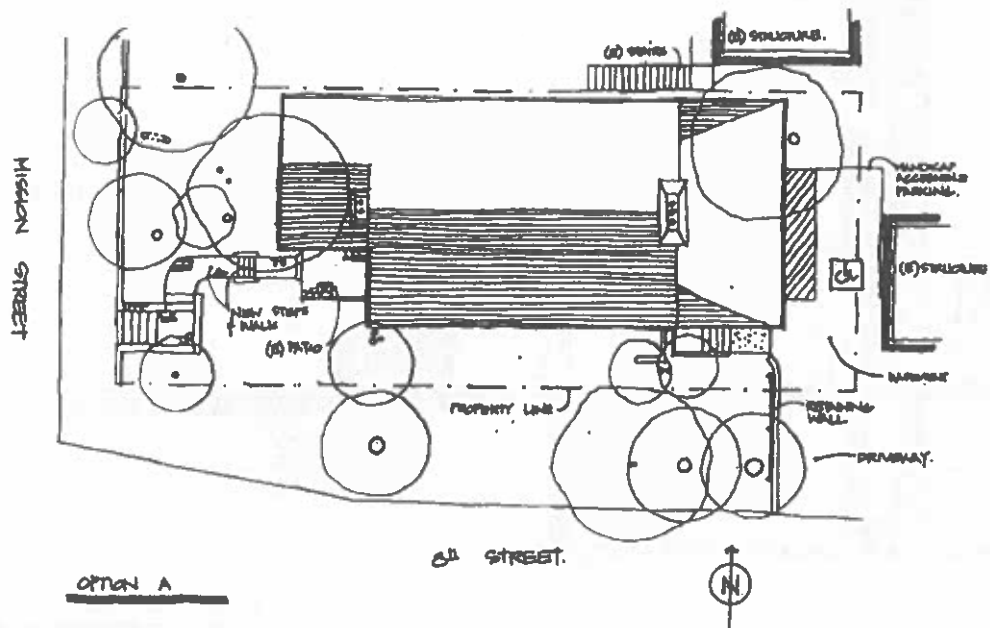


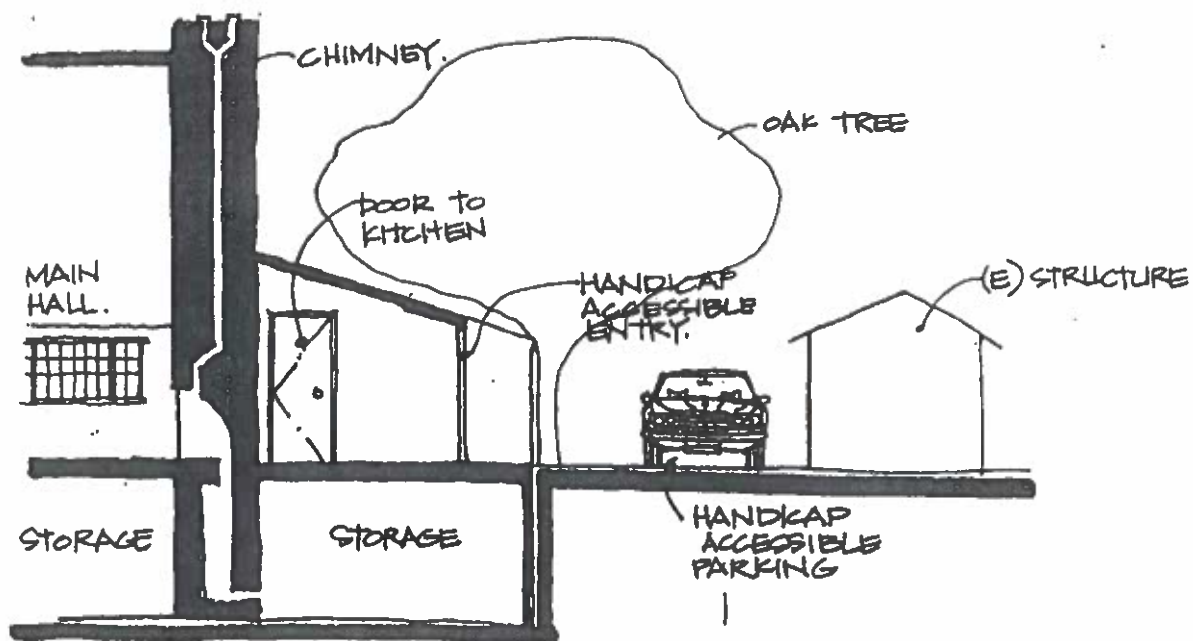
**Scout House Feasibility Analysis  
November 16, 1999**

**APPENDIX 3**

**APPENDIX A**

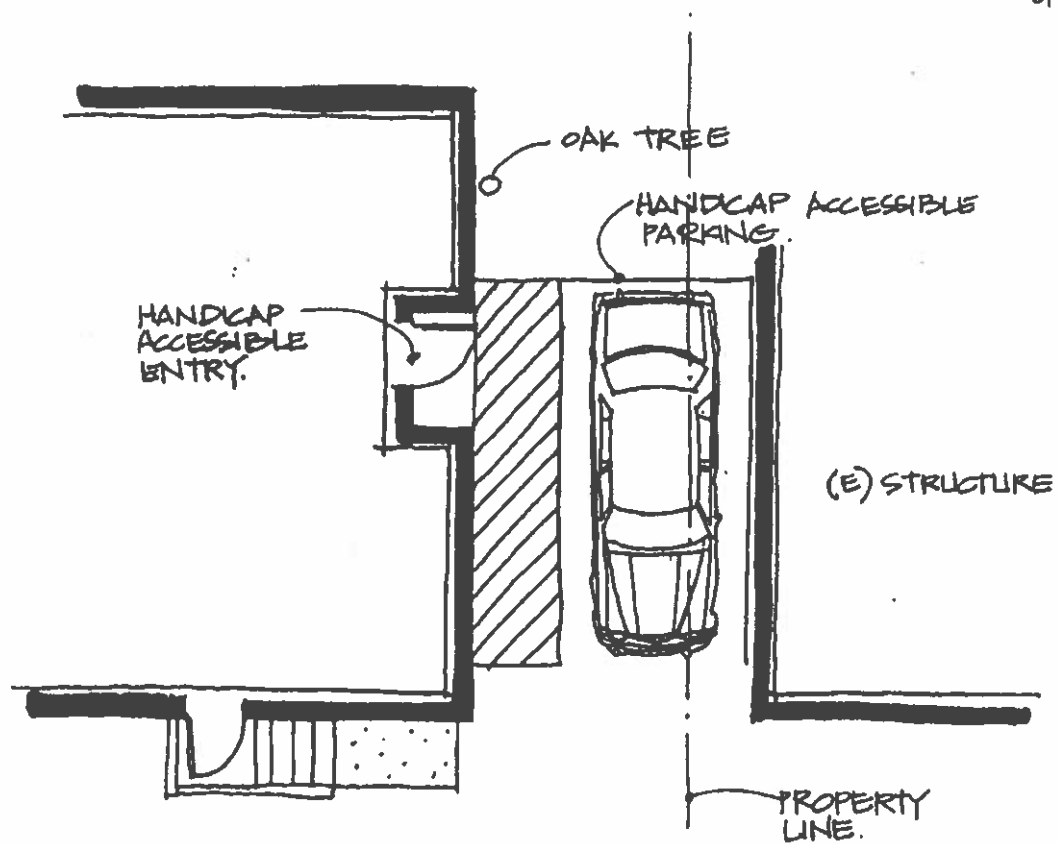
**Option 'A' Designs  
Option 'A' Cost Estimate**





BACK ENTRY SECTION.

OPTION A  
+ ALSO APPLICABLE TO  
OPTIONS B & C.



BACK ENTRY PLAN.

OPTION A

**SCOUT HOUSE  
CONCEPTUAL ESTIMATE  
OPTION "A" PLAN**

8-9-99

<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>UnitPrice</i>	<i>Total</i>
DIVISION 1				
JOB SUPERVISION AND COORDINATION	6	WK	1375.00	8250
LAYOUT STAKING	1	LS	250.00	250
PLANS	1	LS	100.00	100
TEMPORARY ELECTRICAL HOOK-UP	1	NIC	0.00	0
TEMPORARY TELEPHONE	6	WK	12.50	75
TEMPORARY TOILET	0	NIC	0.00	0
TEMPORARY PARTITIONS	1	LS	150.00	150
TREE PROTECTION / BARRICADES / GUARDRAILS	1	LS	250.00	250
SCAFFOLDING	1	LS	0.00	0
TEMPORARY FENCE	1	NIC	0.00	0
DAILY CLEANUP	6	WK	125.00	750
FINAL CLEANUP	1	LS	250.00	250
DIVISION 2				
SOFT BUILDING DEMOLITION	1	LS	1500.00	1500
HARD BUILDING DEMOLITION	1	NIC	0.00	0
SITE DEMOLITION STONE WALK & STAIR STEPS	1	LS	400.00	400
SITE DEMOLITION STONE STAIR STEPS & RAILING	1	LS	600.00	600
REFURBISH EXISTING WOOD STAIRS ALONG 8TH S	1	LS	500.00	500
REMOVE TREES	1	NIC	0.00	0
EXCAVATION	1	NIC	0.00	0
SPOILS EXPORT	1	NIC	0.00	0
SAND UNDER WALK	1	LS	250.00	250
LEVEL DRIVEWAY FOR H.C. SPACE (DOES NOT WO	1	LS	2500.00	2500
H.C. SIGN AND SYMBOL	1	EA	350.00	350
DIVISION 3				
CONCRETE FOUNDATION / FTGS / SLAB ON GRADE	1	NIC	0.00	0
DIVISION 4				
CONSTRUCT STONE WALK AND STEPS	1	LS	2000.00	2000
REDO EXISTING STONE STEPS	1	LS	2500.00	2500
DIVISION 5				
RAILING	40	LF	50.00	2000
HANDRAIL	1	NIC	0.00	0
DIVISION 6				
FRAME EXTERIOR WALLS	140	SF	4.00	560
FRAME INTERIOR WALLS	440	SF	3.00	1320
FRAME FLOORS	1	NIC	0.00	0
FRAME ROOF GABLE	1	LS	1200.00	1200
EXTERIOR SIDING AND TRIM	200	SF	7.50	1500
WOOD HANDRAIL	1	NIC	0.00	0
WOOD BASE	100	LF	1.25	125
LAMINATED PLASTIC TOPS	30	LF	50.00	1500
CABINET WORK	30	LF	100.00	3000
DIVISION 7				
WATERPROOFING	1	NIC	0.00	0
BLDG. INSULATION	1	NIC	0.00	0

ROOFING AT NEW GABLE ONLY	1	LS	500.00	500
FLASHING / SHEET METAL	50	LF	5.00	250
GUTTERS AND DOWNSPOUTS	1	NIC	0.00	0
DIVISION 8				
EXTERIOR DOORS, FRAMES & HARDWARE	2	EA	600.00	1200
INTERIOR DOORS, FRAMES & HARDWARE	4	EA	400.00	1600
ROLL UP COUNTER AT FOOD SERVICE OPENING	1	EA	2500.00	2500
DIVISION 9				
GYPSUM WALLBOARD	1000	SF	1.00	1000
FLOOR COVERING ALLOWANCE AT FOOD SERVICE	140	SF	5.00	700
FLOOR COVERING ALLOWANCE AT RESTROOMS	100	SF	5.00	500
FLR. COVERING ALLOW. AT NEW ENTRY & STORAGE	120	SF	5.00	600
ALL OTHER FLOOR AREAS	1	NIC	0.00	0
INTERIOR PATCH PAINTING NEW AREAS ONLY	1	LS	1500.00	1500
EXTERIOR PATCH PAINTING / RAILING	1	LS	500.00	500
4' HIGH FRP AT RESTROOMS ONLY	260	SF	3.00	780
DIVISION 10				
RESTROOM SIGNS	2	EA	75.00	150
FIRE EXTINGUISHERS/ CABINETS	1	EA	150.00	150
TOILET ACCESSORIES / MIRRORS	2	RM	750.00	1500
DIVISION 11				
FOOD SERVICE EQUIPMENT	1	NIC	0.00	0
DIVISION 14				
ELEVATOR	1	NIC	0.00	0
DIVISION 15				
PLUMBING SYSTEMS	5	ITEM	1000.00	5000
AUTOMATIC FIRE SPRINKLERS	1	NIC	0.00	0
HVAC - RELOCATE FURNACE FLUE / NEW TOILET E.	1	LS	1000.00	1000
DIVISION 16				
ELECTRICAL ROUGH IN	1	LS	2500.00	2500
ELECTRICAL FIXTURE ALLOWANCE	1	LS	250.00	250
ELECTRICAL DISTRIBUTION	1	NIC	0.00	0
SITE LIGHTING	1	NIC	0.00	0
COMMUNICATIONS, SECURITY SYSTEMS	1	NIC	0.00	0
SMOKE DETECTORS	1	LS	250.00	250
			Subtotal	54310
CONTRACTOR OVERHEAD & PROFIT			10%	5431
			Subtotal	59741
ADD FOR PREVAILING WAGE RATE CONTINGENCY			10%	5974
			Total	65715

**Exclusions:**

- 1) Permit Cost and Fees
- 2) Insurance and Bond
- 3) Surveying
- 4) Testing & Inspection
- 5) Handling Hazardous Materials
- 6) Unsuitable Soil Conditions
- 7) Winterization

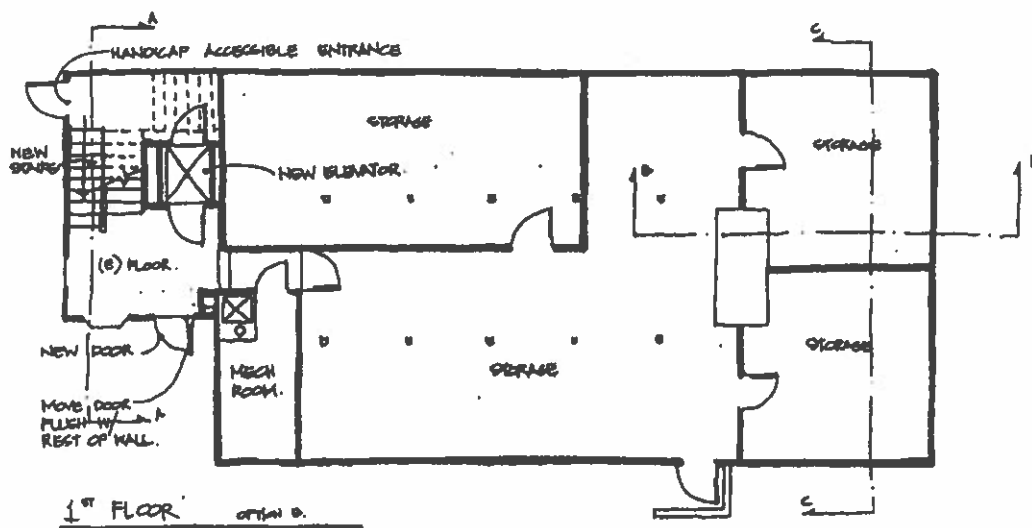
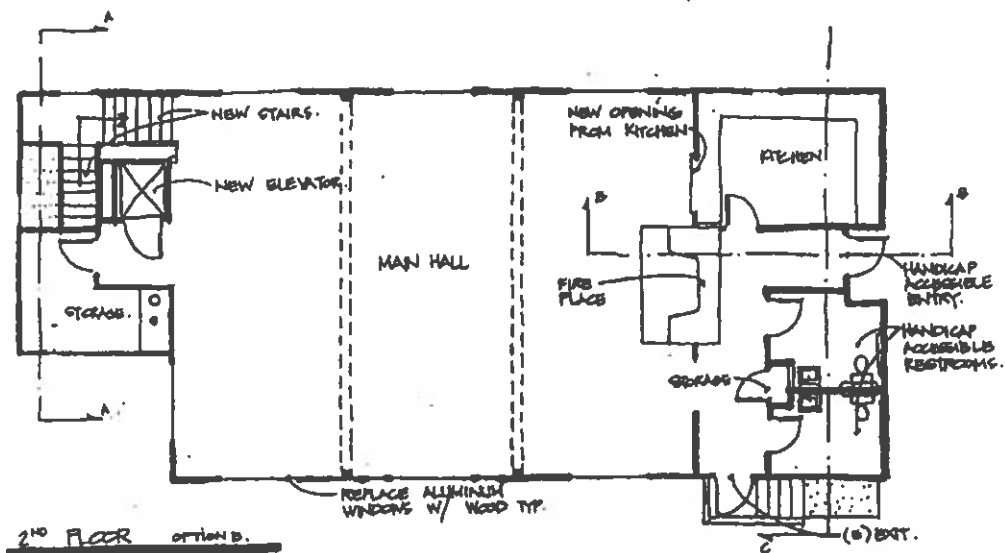
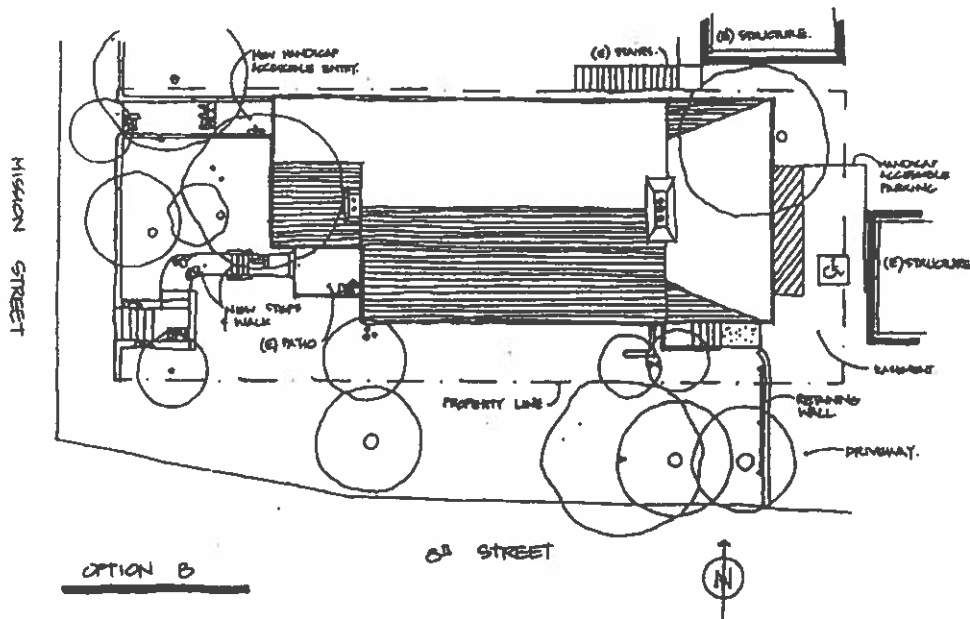


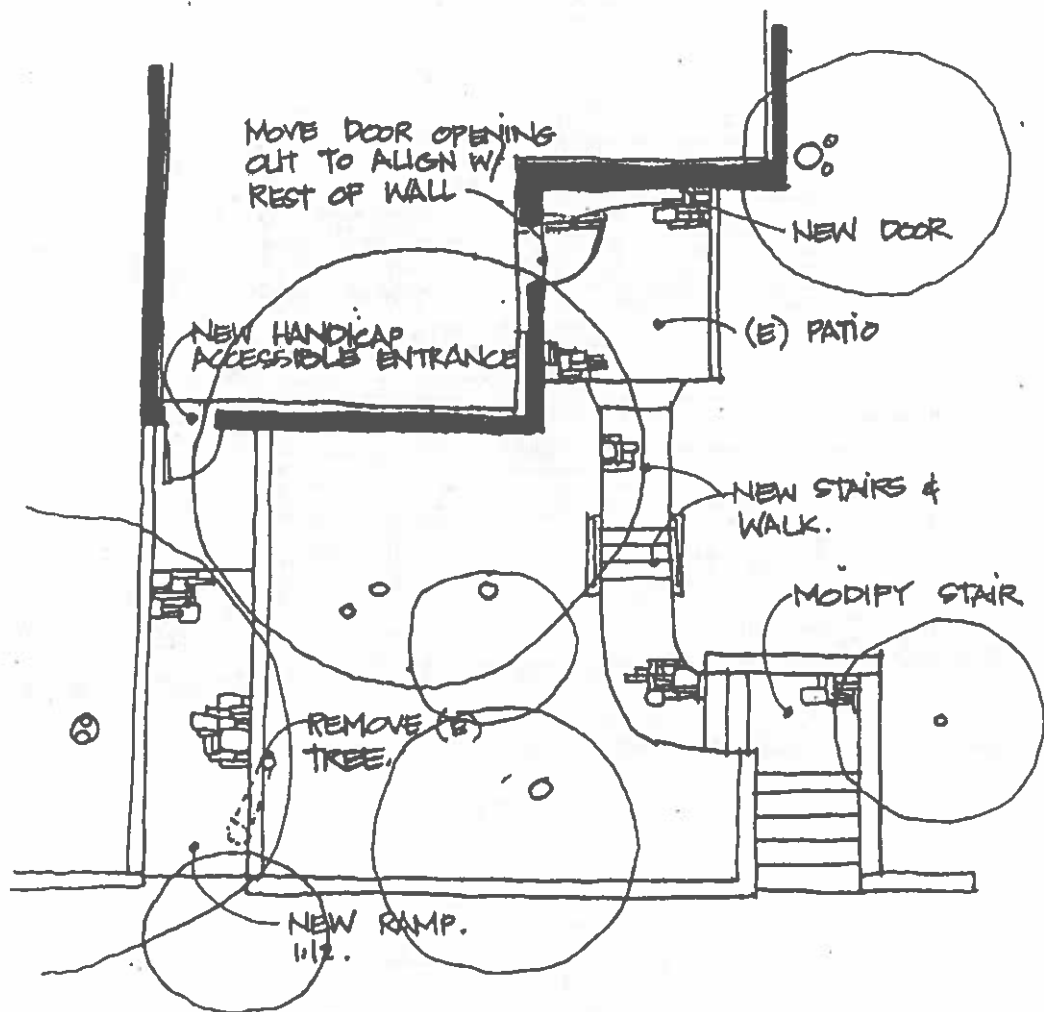
**Scout House Feasibility Analysis  
November 15, 1999**

**APPENDIX 3**

**APPENDIX B**

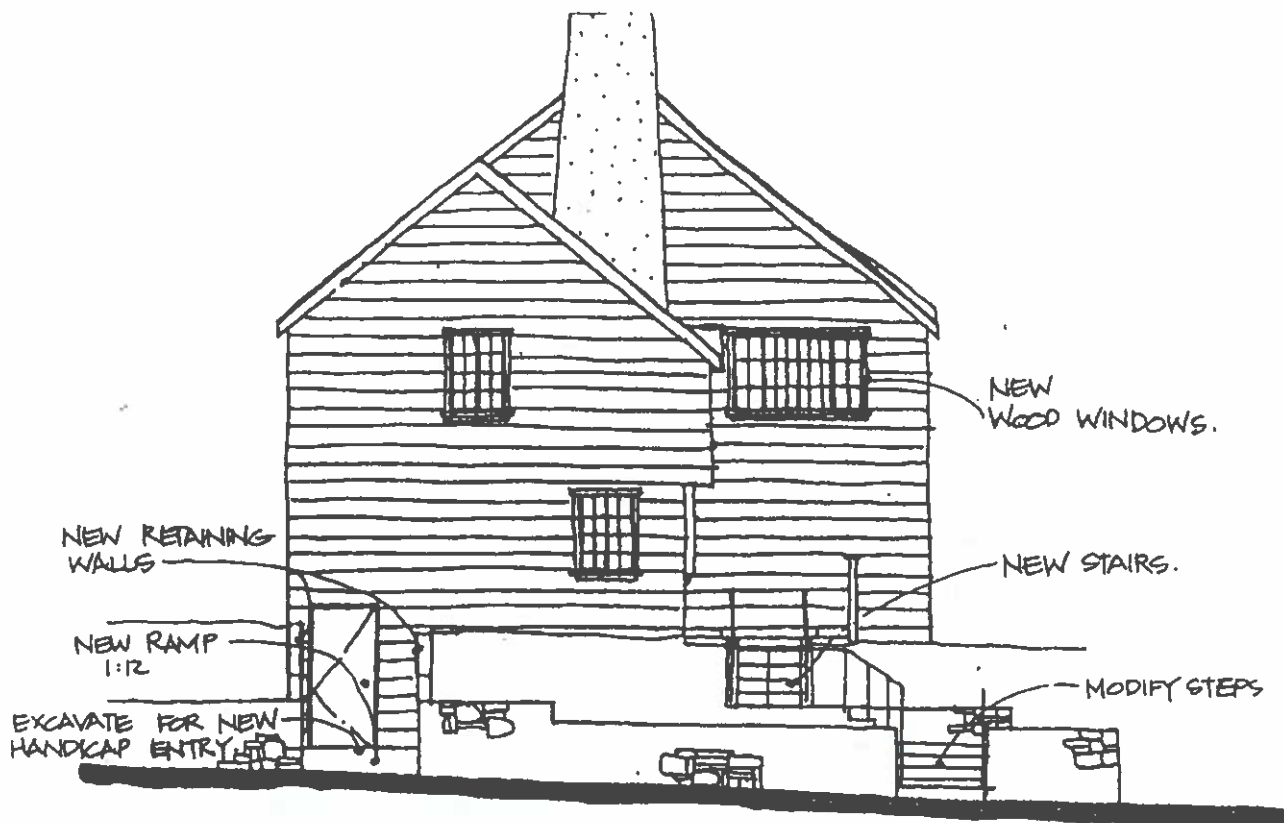
**Option 'B' Designs  
Option 'B' Cost Estimate**





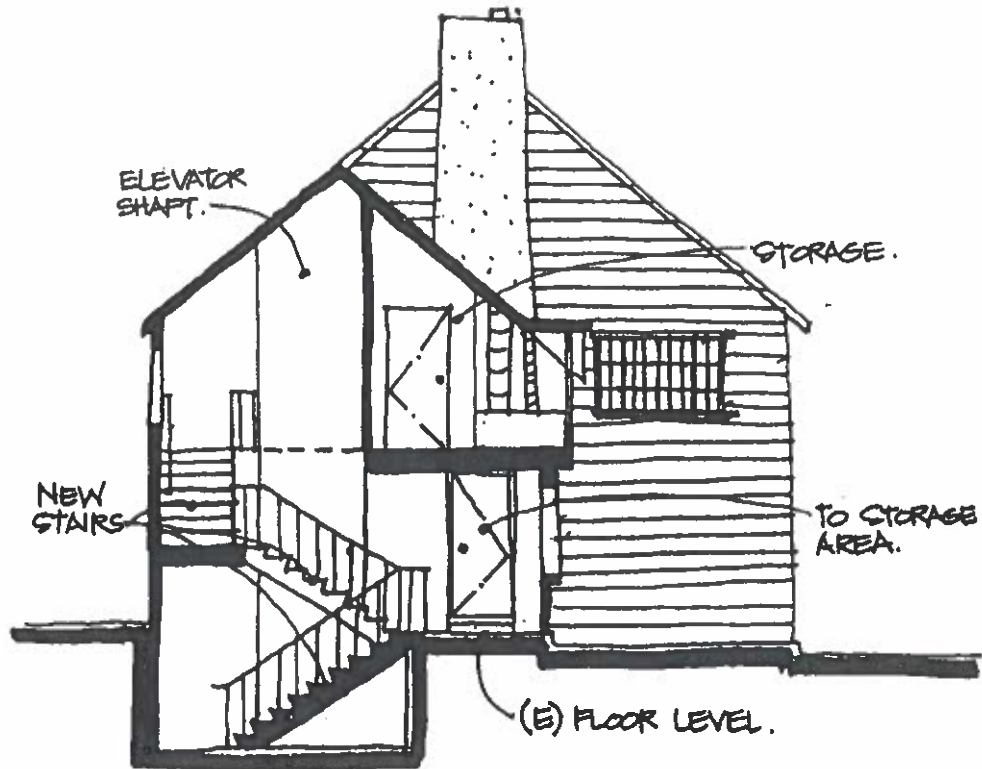
## ENTRY PLAN

OPTION B



FRONT ELEVATION - MISSION ST.

OPTION B



SECTION

OPTION B.

**SCOUT HOUSE  
CONCEPTUAL ESTIMATE  
OPTION "B" PLAN**

8-9-99

<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>UnitPrice</i>	<i>Total</i>
DIVISION 1				
JOB SUPERVISION AND COORDINATION	3	MO	5500.00	16500
LAYOUT STAKING	1	LS	500.00	500
PLANS	1	LS	100.00	100
TEMPORARY ELECTRICAL HOOK-UP	1	NIC	0.00	0
TEMPORARY TELEPHONE	3	MO	50.00	150
TEMPORARY TOILET	3	MO	75.00	225
TEMPORARY PARTITIONS	1	LS	250.00	250
TREE PROTECTION / BARRICADES / GUARDRAILS	1	LS	350.00	350
SCAFFOLDING	1	LS	0.00	0
TEMPORARY FENCE	1	NIC	0.00	0
DAILY CLEANUP	3	MO	500.00	1500
FINAL CLEANUP	1	LS	250.00	250
DIVISION 2				
SOFT BUILDING DEMOLITION	1	LS	4000.00	4000
HARD BUILDING DEMOLITION	1	LS	2000.00	2000
SITE DEMOLITION STONE WALK & STAIR STEPS	1	LS	400.00	400
SITE DEMOLITION STONE STAIR STEPS & RAILING	1	LS	600.00	600
REFURBISH EXISTING WOOD STAIRS ALONG 8TH S	1	LS	500.00	500
REMOVE TREES	1	EA	350.00	350
CUT / REMOVE STONE RETAINING WALL SECTION	1	LS	1000.00	1000
SHORING AT PROPERTY LINE	1	LS	5000.00	5000
EXCAVATION	35	CY	35.00	1225
SPOILS EXPORT	25	CY	10.00	250
CONSTRUCT RETAINING WALL FOOTING	40	LF	50.00	2000
BACKFILL RETAINING WALL / INSTALL DRAINPIPE	40	LF	25.00	1000
SAND UNDER RAMP AND WALK	1	LS	500.00	500
LEVEL DRIVEWAY FOR H.C. SPACE (DOES NOT WO	1	LS	2500.00	2500
H.C. SIGN AND SYMBOL	1	EA	350.00	350
DIVISION 3				
CONCRETE FOUNDATION / FTGS / SLAB ON GRADE	1	NIC	0.00	0
CONSTRUCT ELEVATOR PIT 1' DEEP	1	LS	2500.00	2500
DIVISION 4				
CONSTRUCT STONE RETAINING WALLS	1	LS	7500.00	7500
CONSTRUCT STONE RAMP WALK	1	LS	2500.00	2500
CONSTRUCT STONE WALK AND STEPS	1	LS	2000.00	2000
REDO EXISTING STONE STEPS	1	LS	2500.00	2500
DIVISION 5				
RAILING	40	LF	50.00	2000
HANDRAIL AT RAMP	40	LF	25.00	1000
DIVISION 6				
FRAME EXTERIOR WALLS	160	SF	4.00	640
FRAME INTERIOR WALLS	780	SF	3.00	2340
FRAME FLOORS AND NEW STAIRS	1	LS	5000.00	5000
FRAME ELEVATOR SHAFT	625	SF	5.00	3125
FRAME ROOF GABLE	1	LS	1200.00	1200



EXTERIOR SIDING AND TRIM	220	SF	7.50	1650
WOOD RAILING	40	LF	45.00	1800
WOOD HANDRAIL	40	LF	20.00	800
WOOD BASE	200	LF	1.25	250
LAMINATED PLASTIC TOPS	30	LF	50.00	1500
CABINET WORK	30	LF	100.00	3000
DIVISION 7				
WATERPROOFING	1	NIC	0.00	0
BLDG. INSULATION	1	NIC	0.00	0
ROOFING AT NEW GABLE ONLY	1	LS	500.00	500
FLASHING / SHEET METAL	50	LF	5.00	250
GUTTERS AND DOWNSPOUTS	1	NIC	0.00	0
DIVISION 8				
EXTERIOR DOORS, FRAMES & HARDWARE	3	EA	600.00	1800
INTERIOR DOORS, FRAMES & HARDWARE	8	EA	400.00	3200
ROLL UP COUNTER AT FOOD SERVICE OPENING	1	LS	2500.00	2500
DIVISION 9				
GYPSUM WALLBOARD	4500	SF	1.00	4500
FLOOR COVERING ALLOWANCE AT FOOD SERVICE	140	SF	5.00	700
FLOOR COVERING ALLOWANCE AT RESTROOMS	100	SF	5.00	500
FLR. COVERING ALLOW. AT NEW ENTRY & STORAGE	120	SF	5.00	600
FLR. COVERING ALLOW. AT NEW STAIRS AREA	1	LS	1500.00	1500
ALL OTHER FLOOR AREAS	1	NIC	0.00	0
INTERIOR PATCH PAINTING NEW AREAS ONLY	1	LS	2750.00	2750
EXTERIOR PATCH PAINTING / RAILING / HANDRAIL	1	LS	750.00	750
4' HIGH FRP AT RESTROOMS ONLY	260	SF	3.00	780
DIVISION 10				
RESTROOM SIGNS	2	EA	75.00	150
FIRE EXTINGUISHERS / CABINETS	1	EA	150.00	150
TOILET ACCESSORIES / MIRRORS	2	RM	750.00	1500
DIVISION 11				
FOOD SERVICE EQUIPMENT	1	NIC	0.00	0
DIVISION 14				
ELEVATOR	1	EA	35000.00	35000
DIVISION 15				
PLUMBING SYSTEMS	5	ITEM	1000.00	5000
AUTOMATIC FIRE SPRINKLERS	1	NIC	0.00	0
HVAC - RELOCATE FURNACE FLUE / NEW TOILET E.	1	LS	1000.00	1000
DIVISION 16				
ELECTRICAL ROUGH IN	1	LS	4000.00	4000
ELECTRICAL FIXTURE ALLOWANCE	1	LS	500.00	500
ELECTRICAL DISTRIBUTION	1	NIC	0.00	0
SITE LIGHTING	1	NIC	0.00	0
COMMUNICATIONS, SECURITY SYSTEMS	1	NIC	0.00	0
SMOKE DETECTORS	1	LS	250.00	250
			Subtotal	150685
CONTRACTOR OVERHEAD & PROFIT			10%	15069
			Subtotal	165754
ADD FOR PREVAILING WAGE RATE CONTINGENCY			10%	16575
			Total	182329

***Exclusions:***

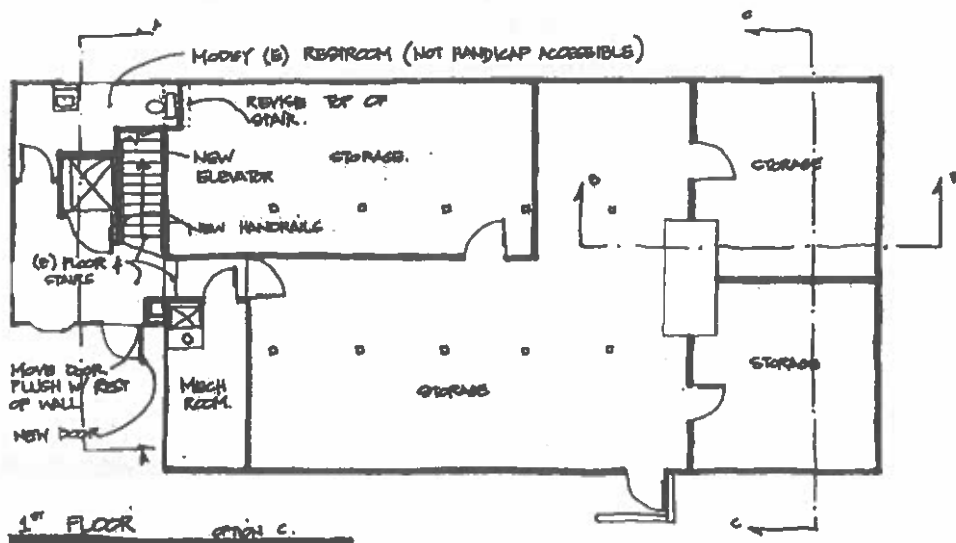
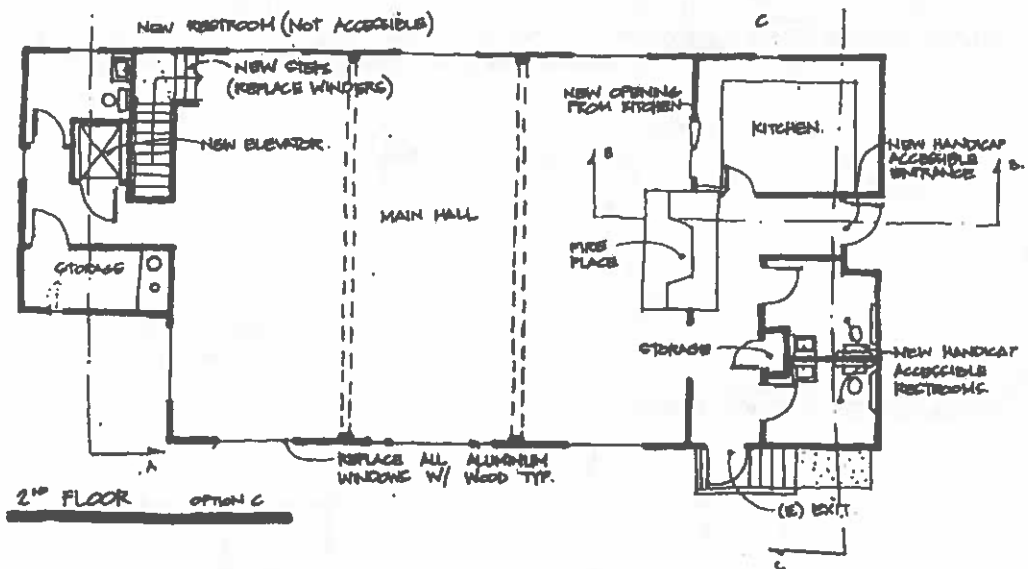
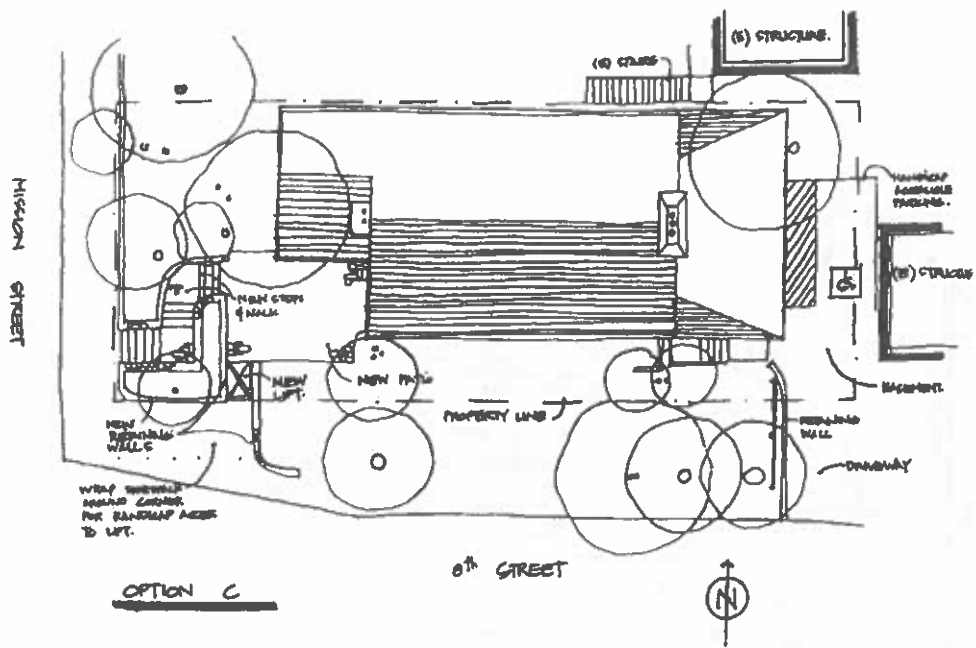
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- 2) Insurance and Bond
- 3) Surveying
- 4) Testing & Inspection
- 5) Handling Hazardous Materials
- 6) Unsuitable Soil Conditions
- 7) Winterization

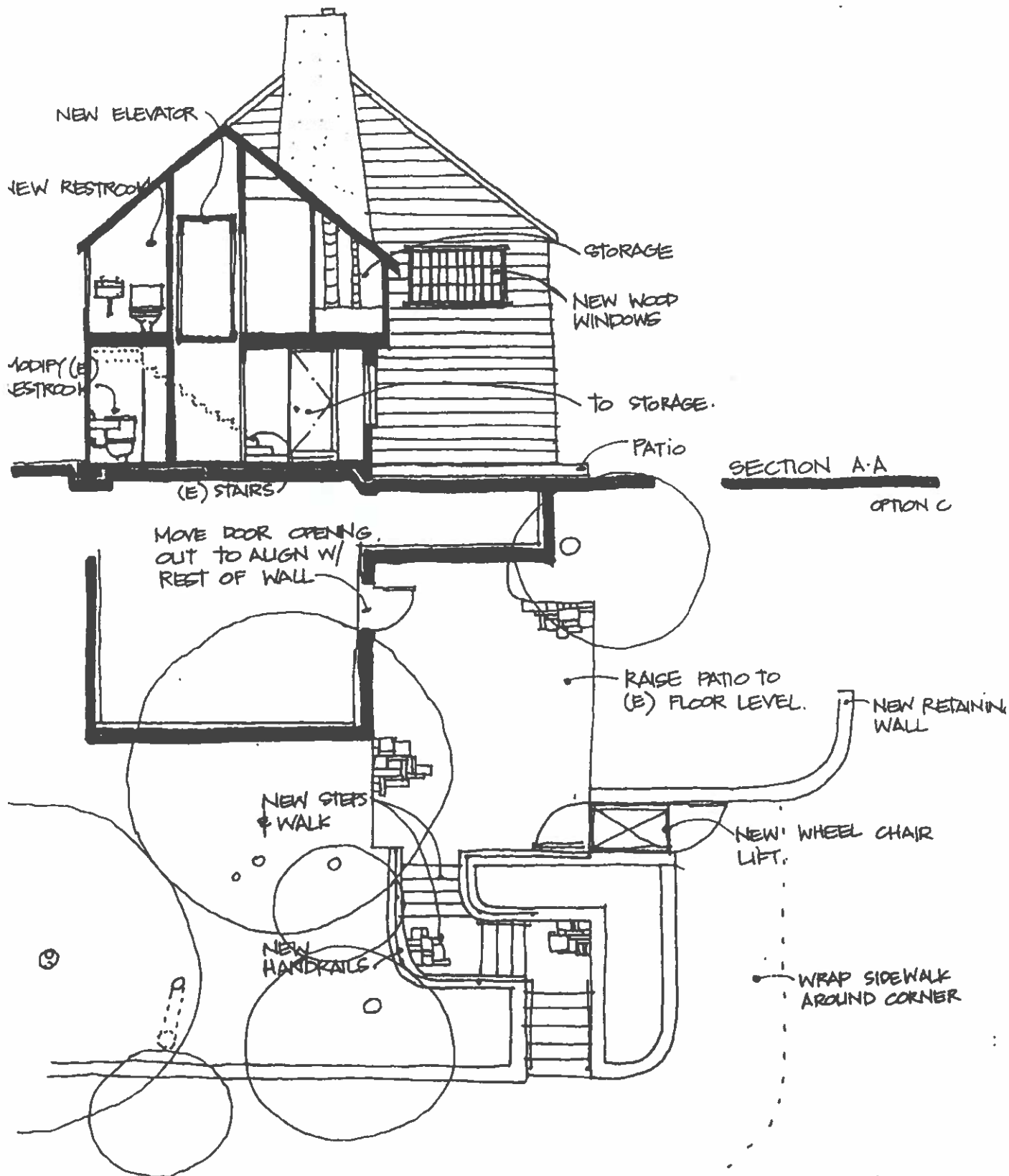
**Scout House Feasibility Analysis  
November 15, 1999**

## APPENDIX 3

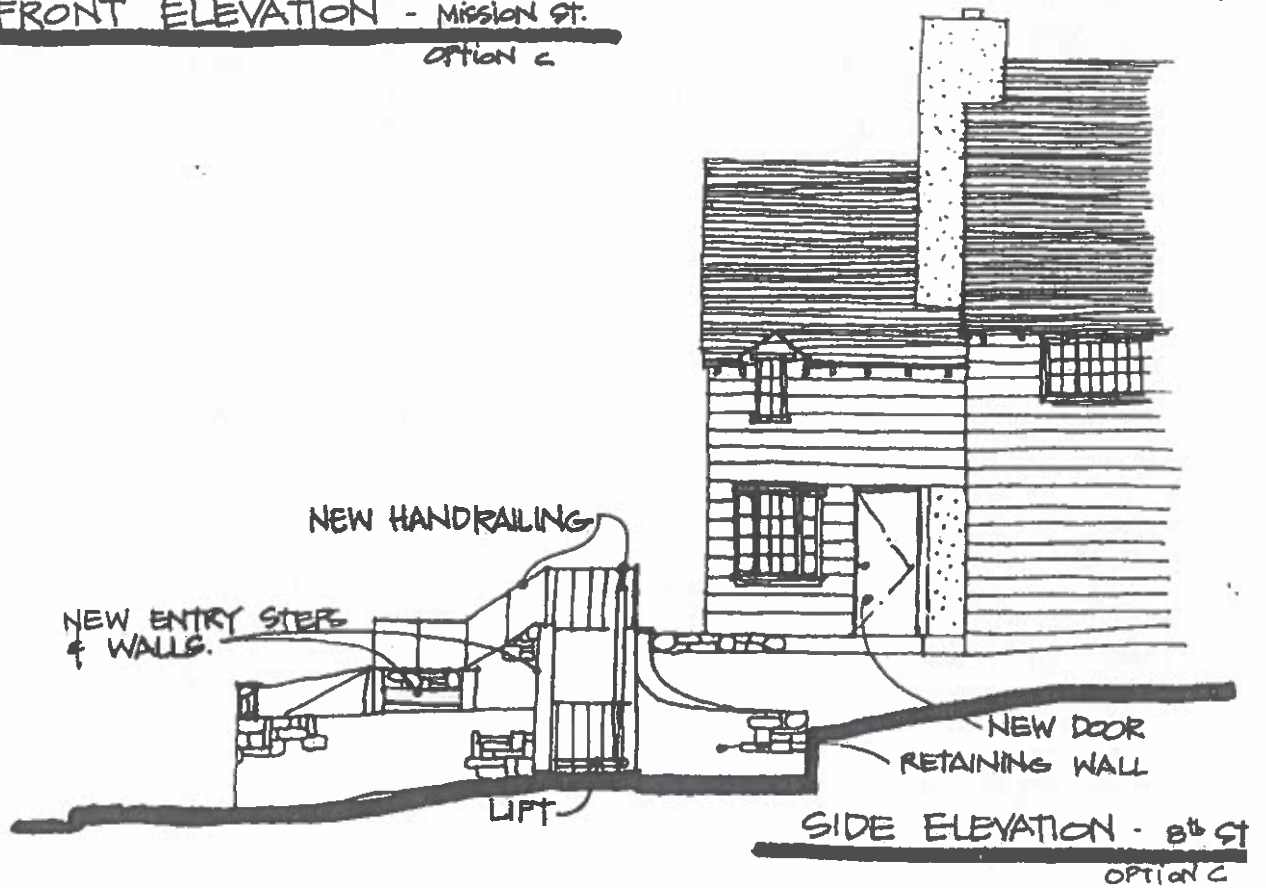
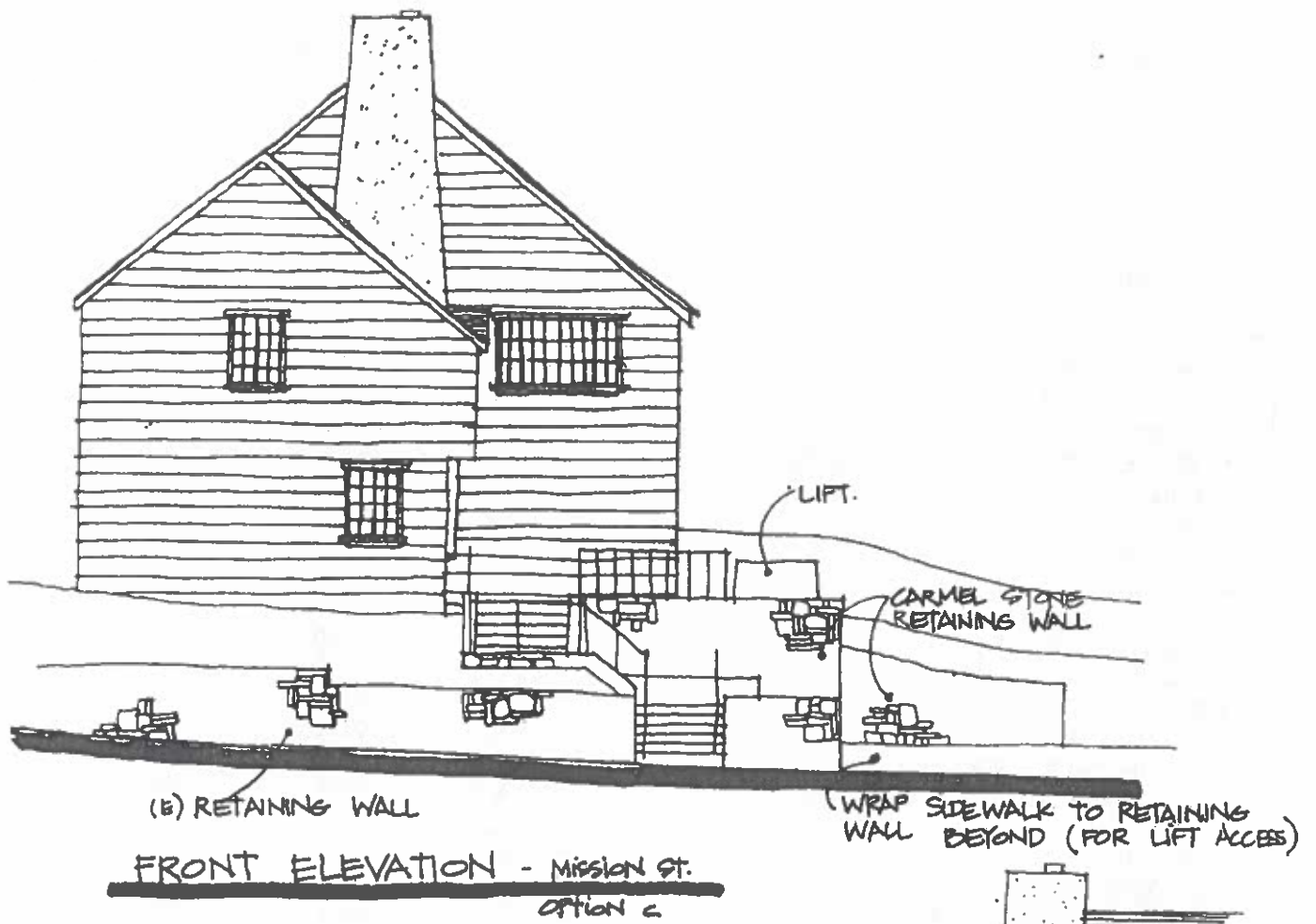
### APPENDIX C

**Option 'C' Designs  
Option 'C' Cost Estimate**









**SCOUT HOUSE**  
**CONCEPTUAL ESTIMATE**  
**OPTION "C" PLAN**

8-9-99

<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>UnitPrice</i>	<i>Total</i>
DIVISION 1				
JOB SUPERVISION AND COORDINATION	3	MO	5500.00	16500
LAYOUT STAKING	1	LS	500.00	500
PLANS	1	LS	100.00	100
TEMPORARY ELECTRICAL HOOK-UP	1	NIC	0.00	0
TEMPORARY TELEPHONE	3	MO	50.00	150
TEMPORARY TOILET	3	MO	75.00	225
TEMPORARY PARTITIONS	1	LS	250.00	250
TREE PROTECTION / BARRICADES / GUARDRAILS	1	LS	250.00	250
SCAFFOLDING	1	LS	0.00	0
TEMPORARY FENCE	1	NIC	0.00	0
DAILY CLEANUP	3	MO	500.00	1500
FINAL CLEANUP	1	LS	250.00	250
DIVISION 2				
SOFT BUILDING DEMOLITION	1	LS	3000.00	3000
HARD BUILDING DEMOLITION	1	LS	1000.00	1000
SITE DEMO. PATIO, STONE WALK & STAIR STEPS	1	LS	1400.00	1400
SITE DEMOLITION STONE STAIR STEPS & RAILING	1	LS	600.00	600
REFURBISH EXISTING WOOD STAIRS ALONG 8TH S	1	LS	500.00	500
REMOVE TREES	1	EA	250.00	250
CUT / REMOVE STONE RETAINNING WALL SECTION	1	LS	250.00	250
EXCAVATION	35	CY	35.00	1225
SPOILS EXPORT	25	CY	10.00	250
CONSTRUCT RETAINNING WALL FOOTINGS	40	LF	50.00	2000
BACKFILL RETAINNING WALL / INSTALL DRAINPIPE	40	LF	25.00	1000
SAND UNDER PATIO AND WALKS	1	LS	750.00	750
LEVEL DRIVEWAY FOR H.C. SPACE (DOES NOT WO	1	LS	2500.00	2500
H.C. SIGN AND SYMBOL	1	EA	350.00	350
DIVISION 3				
CONCRETE FOUNDATION, FTGS, SLAB ON GRADE	1	NIC	0.00	0
CONCRETE FOUNDATION AT LIFT AND ELEV. ONLY	1	LS	4500.00	4500
DIVISION 4				
CONSTRUCT STONE RETAINNING WALLS	1	LS	5000.00	5000
CONSTRUCT STONE PATIO AND SIDEWALK AREAS	1	LS	4500.00	4500
CONSTRUCT STONE WALK AND STEPS	1	LS	1000.00	1000
REDO EXISTING STONE STEPS	1	LS	2500.00	2500
DIVISION 5				
RAILING	40	LF	50.00	2000
HANDRAIL	1	NIC	0.00	0
DIVISION 6				
FRAME EXTERIOR WALLS	140	SF	4.00	560
FRAME INTERIOR WALLS	640	SF	3.00	1920
FRAME FLOORS AND MODIFY EXISTING STAIRS	1	LS	2500.00	2500
FRAME ELEVATOR SHAFT	625	SF	5.00	3125
FRAME ROOF GABLE	1	LS	1200.00	1200
EXTERIOR SIDING AND TRIM	200	SF	7.50	1500

WOOD RAILING	1	NIC	0.00	0
WOOD HANDRAIL	32	LF	20.00	640
WOOD BASE	200	LF	1.25	250
LAMINATED PLASTIC TOPS	30	LF	50.00	1500
CABINET WORK	30	LF	100.00	3000
DIVISION 7				
WATERPROOFING	1	NIC	0.00	0
BLDG.INSULATION	1	NIC	0.00	0
ROOFING AT NEW GABLE ONLY	1	LS	500.00	500
FLASHING / SHEET METAL	50	LF	5.00	250
GUTTERS AND DOWNSPOUTS	1	NIC	0.00	0
DIVISION 8				
EXTERIOR DOORS,FRAMES&HARDWARE	2	EA	600.00	1200
INTERIOR DOORS,FRAMES&HARDWARE	9	EA	400.00	3600
ROLL UP COUNTER AT FOOD SERVICE OPENING	1	LS	2500.00	2500
DIVISION 9				
GYPSUM WALLBOARD	4000	SF	1.00	4000
FLOOR COVERING ALLOWANCE AT FOOD SERVICE	140	SF	5.00	700
FLOOR COVERING ALLOWANCE AT RESTROOMS	230	SF	5.00	1150
FLR.COVERING ALLOW. AT NEW ENTRY & STORAG	120	SF	5.00	600
FLR.COVERING ALLOW. AT NEW STAIRS AREA	1	LS	1500.00	1500
ALL OTHER FLOOR AREAS	1	NIC	0.00	0
INTERIOR PATCH PAINTING NEW AREAS ONLY	1	LS	4500.00	4500
EXTERIOR PATCH PAINTING / RAILING	1	LS	500.00	500
4' HIGH FRP AT RESTROOMS ONLY	540	SF	3.00	1620
DIVISION 10				
RESTROOM SIGNS	4	EA	75.00	300
FIRE EXTINGUISHERS/ CABINETS	1	EA	150.00	150
TOILET ACCESSORIES / MIRRORS	4	RM	500.00	2000
DIVISION 11				
FOOD SERVICE EQUIPMENT	1	NIC	0.00	0
DIVISION 14				
ELEVATOR	1	EA	35000.00	35000
WHEELCHAIR LIFT	1	EA	15000.00	15000
DIVISION 15				
PLUMBING SYSTEMS	9	ITEM	1000.00	9000
AUTOMATIC FIRE SPRINKLERS	1	NIC	0.00	0
HVAC - RELOCATE FURNACE FLUE / NEW TOILET E	1	LS	1500.00	1500
DIVISION 16				
ELECTRICAL ROUGH IN	1	LS	4500.00	4500
ELECTRICAL FIXTURE ALLOWANCE	1	LS	500.00	500
ELECTRICAL DISTRIBUTION	1	NIC	0.00	0
SITE LIGHTING	1	NIC	0.00	0
COMMUNICATIONS,SECURITY SYSTEMS	1	NIC	0.00	0
SMOKE DETECTORS	1	LS	250.00	250
			Subtotal	161315
CONTRACTOR OVERHEAD & PROFIT			10%	16132
			Subtotal	177447
ADD FOR PREVAILING WAGE RATE CONTINGENCY			10%	17745
			Total	195191

***Exclusions:***

- 1) Permit Cost and Fees
- 2) Insurance and Bond
- 3) Surveying
- 4) Testing & Inspection
- 5) Handling Hazardous Materials
- 6) Unsuitable Soil Conditions
- 7) Winterization

**SCOUT HOUSE  
CONCEPTUAL ESTIMATE  
BUILDING IMPROVEMENTS**

11-23-99

<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>UnitPrice</i>	<i>Total</i>
DIVISION 1				
JOB SUPERVISION AND COORDINATION	6	WK	1375.00	8250
PLANS	1	LS	100.00	100
TEMPORARY ELECTRICAL HOOK-UP	0	NIC	0.00	0
TEMPORARY TELEPHONE	6	WK	10.00	60
TEMPORARY PARTITIONS	1	LS	250.00	250
TREE PROTECTION / BARRICADES / GUARDRAILS	1	LS	250.00	250
SCAFFOLDING	1	LS	750.00	750
TEMPORARY FENCE	0	NIC	0.00	0
DAILY CLEANUP	6	WK	125.00	750
FINAL CLEANUP	1	LS	250.00	250
DIVISION 2				
REMOVE TREES FROM BUILDING	1	LS	500.00	500
REMOVE VINES FROM BUILDING	0	NIC	0.00	0
REMOVE EXISTING WINDOWS	18	EA	50.00	900
REMOVE EXISTING EXPOSED PLUMBING	1	LS	500.00	500
REMOVE EXISTING EXPOSED WIRING	1	LS	500.00	500
MISCELLANEOUS CUTTING FOR CAVITY ACCESS	1	LS	500.00	500
REMOVE EXISTING POWERPOLE / SERVICE	1	LS	500.00	500
TERMITE ABATEMENT	1	LS	3000.00	3000
PERFORATED DRAIN AROUND BLDG. FDN.	1	LS	4000.00	4000
LANDSCAPING & IRRIGATION	1	LS	7000.00	7000
TRASH ENCLOSURE	1	LS	750.00	750
DIVISION 6				
PATCH SIDING AND TRIM	1	LS	1000.00	1000
DIVISION 7				
REPLACE COMPOSITION SHINGLES	1	LS	3600.00	3600
GUTTERS & DOWNSPOUTS	1	LS	1200.00	1200
DIVISION 8				
NEW WOOD SASH WINDOWS	17	EA	600.00	10200
DIVISION 9				
GYP. BOARD PATCHING	1	LS	1500.00	1500
PAINT BUILDING EXTERIOR	1	LS	6000.00	6000
DIVISION 15				
REROUTE PLUMBING INTO WALL CAVITY	1	LS	2500.00	2500
AUTOMATIC FIRE SPRINKLERS	3720	SF	2.00	7440
FIRE WATER ASSEMBLY	1	LS	7000.00	7000
DIVISION 16				
REROUTE ELECTRICAL INTO WALL CAVITY	1	LS	2500.00	2500
NEW UNDERGRD. ELECT. SERVICE & DISTRIBUTION	1	LS	7500.00	7500
FIRE ALARM SYSTEM	1	LS	1500.00	1500
			<b>Subtotal</b>	<b>80750</b>
CONTRACTOR OVERHEAD & PROFIT			10%	8075
			<b>Subtotal</b>	<b>88825</b>
ADD FOR PREVAILING WAGE RATE CONTINGENCY			10%	8883
			<b>Total</b>	<b>97708</b>



***Exclusions:***

- 1) Permit Cost and Fees
- 2) Insurance and Bond
- 3) Surveying
- 4) Testing & Inspection
- 5) Handling Hazardous Materials
- 6) Unsuitable Soil Conditions
- 7) Winterization

## CITY OF CARMEL-BY-THE-SEA

## STAFF REPORT

TO: MAYOR McCLOUD AND COUNCIL MEMBERS

THROUGH: RICH GUILLEN, CITY ADMINISTRATOR

FROM: SEAN CONROY, ASSOCIATE PLANNER

DATE: 1 NOVEMBER 2005

SUBJECT: CONSIDERATION OF AN APPEAL OF AN ADMINISTRATIVE DETERMINATION OF THE HISTORIC RESOURCES BOARD TO PLACE A CITY-OWNED PROPERTY ON THE INVENTORY OF HISTORIC RESOURCES IN THE RESIDENTIAL AND LIMITED COMMERCIAL (RC) DISTRICT.

---

RECOMMENDED MOTION

Deny the appeal and uphold the Historic Resources Board's decision to place the Scout House on the City's Inventory of Historic Resources.

BACKGROUND & PROJECT DESCRIPTION

The subject structure is a two-story wood framed building with horizontal wood siding located on the northeast corner of Mission and Eighth Avenues and is known as the "Scout House". The Scout House was constructed on 1931 and had an addition to the rear in 1941. Both the original structure and the 1941 addition were built by M.J. Murphy. A DPR 523 form was filed with the City on 28 May 2002 stating that the structure qualified as an historic resource under California Criterion 1 (Civic Institutions) as an important component of the civic and social fabric of the community.

On 16 May 2005 the Historic Resources Board (HRB) determined that the structure qualifies as an historic resource and directed staff to improve the DPR 523 form and include the structure on the City's Inventory. On 20 June 2005 the City Administrator requested that the Board reconsider its decision stating that its action was premature, the historic documentation was inadequate and that the integrity of the structure needed further analysis. On 18 July 2005 the HRB voted to not reconsider its original decision and reaffirmed that the Scout House should be listed on the City's Inventory.

The City Administrator is now asking the Council to review the HRB's decision and make a determination regarding the historic status of the Scout House.

## APPENDIX 4

Meeting Date: 1 November 2005  
Prepared by: Sean Conroy, Associate Planner

### City Council Agenda Item Summary

**Name:** Consideration of an appeal of the Historic Resources Board's determination to place a City-owned structure (Scout House) on the Inventory of Historic Resources located in the Residential and Limited Commercial (RC) District. This appeal is being brought to the Council at the request of the City Administrator.

**Description:** This application is a request to review the Historic Resources Board's determination regarding the placement of the Scout House on the City's Inventory of Historic Resources. The Scout House is located on the northeast corner of Mission Street and 8<sup>th</sup> Avenue (Blk 89, Lot 20).

**Overall Cost:**

City Funds: N/A  
Grant Funds: N/A  
Staff time: N/A

**Staff Recommendation:** Uphold the Historic Resources Board's decision to place the structure on the City's Inventory of Historic Resources.

**Important Considerations:** CMC 17.32.040 establishes the eligibility criteria for the Carmel Inventory. This structure was reviewed as part of the City's on-going survey of historic properties and determined to qualify as an historic resource under California Criterion #1 by consultant Kent Seavey.

**Decision Record:** On 16 May 2005 the Historic Resources Board (HRB) determined that the structure qualified as an historic resources and directed staff to place the structure on the City's Inventory. The City Administrator requested that the HRB reconsider its decision and that it's decision be based on more solid information. On 18 July 2005 the HRB upheld its original decision to place the structure on the Inventory.

Reviewed by:

\_\_\_\_\_  
Rich Guillen, City Administrator

\_\_\_\_\_  
Date

### STAFF REVIEW

There has been considerable debate over the years regarding the historic status of the Scout House, particularly because of the exterior changes that have been made to the property. At least four historic preservation professionals have looked at the building with the following results:

- Kent Seavey reviewed the building and prepared the original DPR 523 form in 2002. At the request of the HRB, Mr. Seavey improved the information in the DPR to further strengthen the argument that the structure qualifies as an historic resource.
- Mark Bowen (Jones & Stokes & Associates) reviewed the Scout House as part of the Flanders Mansion EIR background research. He concluded that too many changes have occurred for the building to retain its integrity. Nonetheless, because Kent Seavey and other members of the community had concluded otherwise, the EIR team decided to treat the Scout House as historic for the purpose of preparing the EIR.
- Sheila McElroy reviewed the DPR and the physical property and provided an evaluation. Her conclusion was that the DPR failed to make a strong enough case for the property, but if the DPR was improved that the Scout House may in fact qualify.
- Finally, Katherine Gualtieri reviewed the property and determined that it does qualify as an historic resource because it provided a setting for important social and recreational activities to occur.

The Historic Resources Board determined that the improved DPR form provided by Mr. Seavey was adequate and that the Scout House should be placed on the City's Inventory. The Board stated that while the original windows had been changed, the sizes had not and the windows could easily be restored to their original materials. The Board also stated that the addition to the rear was consistent with the Secretary's Standards and was constructed by the original builder, M.J. Murphy.

### RECOMMENDATION

Deny the appeal and uphold the Historic Resources Board's decision to place the Scout House on the City's Inventory of Historic Resources.

State of California - The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**PRIMARY RECORD**

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_  
NRHP Status Code \_\_\_\_\_ SS1

Other Listings \_\_\_\_\_

Review Code \_\_\_\_\_

Reviewer \_\_\_\_\_

Date \_\_\_\_\_

Page 1 of 2

Resource Name or #: (Assigned by recorder) *Carmel Scout House*

P1. Other Identifier: \_\_\_\_\_

P2. Location: ☐ Not for Publication ☒ Unrestricted a. County *Monterey*  
and (P2b and P2c or P2d. Attach a Location Map as necessary.)

b. USGS 7.5' Quad \_\_\_\_\_ Date \_\_\_\_\_ T \_\_\_\_\_ ; R \_\_\_\_\_ ; 1/4 of \_\_\_\_\_ 1/4 of Sec \_\_\_\_\_ ; B.M. \_\_\_\_\_

c. Address: \_\_\_\_\_ City *Carmel-by-the-Sea* Zip *93921*

d. UTM: (Give more than one for large and/linear resources) \_\_\_\_\_ mE/ \_\_\_\_\_ mN

e. Other Locational Data (Enter Parcel #, legal description, directions to resource, elevation, etc., as appropriate)

*NE cr. Mission & 8th (Blk 89 Lot 20)*

Parcel No. *010-087-005*

P3. Description (Describe resource and its major elements. Include design, materials, condition, elevations, size, setting, and boundaries)

*A two-story wood-framed community hall w/raised basement, irregular in plan, resting on a concrete foundation. The exterior wall cladding is a combination of wide, horizontal shiplap wood siding, and textured cement stucco. The medium-pitched, side-gabled roof is covered in a composition shingle. There are two Carmel stone chimneys present, an exterior gable-end type on the west side-elevation, now encased in cement stucco, and a second gable-end type on the east side-elevation. A two-story, wood-frame addition, maintaining the form and mass of the original structure, was added to the east side-elevation in 1941. Fenestration is irregular w/a combination of single, paired and banked modern aluminum sliders & casement type, which replaced the original multi-paned single, paired and banked steel casement windows. The Scout House is sited at the NE cr. of Mission & 8th on steeply rising ground above the street level. It is reached by a set of open Carmel stone stairs. There is a short, wood rail fence opposite the recessed entry, which faces south. The property is surrounded by mature oaks in a natural landscape setting, above a Carmel stone retaining wall.*

P3b. Resource Attributes: (List attributes and codes) *HP13 - Community center/social hall*

P4. Resources Present ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects)



P5b. Description of Photo: (View, date, accession #)  
*Looking NE at s/e facing facade and entry, 2/10/01, #005-15*

P6. Date Constructed/Age and Sources  
☐ Prehistoric ☒ Historic ☐ Both

*1931 Carmel bldg. records*

P7. Owner and Address  
*City of Carmel-by-the-Sea  
City Hall  
Carmel, CA 93921*

P8. Recorded by: (Name, affiliation, and address)  
*Kent L. Seavey  
Preservation Consultant  
310 Lighthouse Ave.  
Pacific Grove, CA 93950*

P9. Date Recorded: *5/28/2002*

P10. Survey Type: (Describe)  
*Carmel Historic Resource Inventory - 2001*

P11. Report Citation: (Cite survey report and other sources, or enter "none")

*Significant Bldg. Survey of Carmel 1979, Carmel-by-the-Sea Survey 1989-1998*

Attachments ☐ NONE ☐ Continuation Sheet ☐ District Record ☐ Rock Art Record ☐ Other: (List)  
☐ Location Map ☒ Building, Structure, and Object Record ☐ Linear Feature Record ☐ Artifact Record  
☐ Sketch Map ☐ Archaeological Record ☐ Mining Station Record ☐ Photograph Record

**BUILDING, STRUCTURE, AND OBJECT RECORD**

Page 2 of 2

NRHP Status Code

551

Resource Name or #: (Assigned by recorder) *Carmel Scout House*

B1. Historic Name: *Scout House*

B2. Common Name:

B3. Original Use: *community building*

B4. Present Use: *community building*

B5. Architectural Style: *Craftsman*

B6. Construction History: (Construction date, alterations, and date of alterations)

*Constructed 1931 (Cbp#2406); addition to rear 1941 (Cbp#859); interior remodel 1955 (City Resolution #239) repair & reroof bldg. 1993 (Cbp#93-211)*

B7. Moved? ☒ No ☐ Yes ☐ Unknown Date:

Original Location:

B8. Related Features:

B9a. Architect: *Allan C. Collins (1931)*

b. Builder: *M.J. Murphy (1931-1941)*

B10. Significance: Theme: *Govt., Civic & Soc. Institutions*

Area: *Carmel by-the-Sea*

Period of Significance: *1903-1940* Property Type: *community building*

Applicable Criteria: *CR 1*

(Discuss importance in terms of historical or architectural context as defined by theme, period and geographic scope. Also address integrity.)

The Carmel Scout House is significant under California Register criteria 1 in the area of history, as an important component of the civic and social fabric of the community. From its inception the residents of Carmel were active in the civic, educational and social life of the community. The Carmel Scout House continues to reflect this aspect of Carmel's community character. The Boy Scouts in Carmel began with a visit to the area by the founder of the organization, Sir Robert Baden-Powell in 1910. Baden-Powell bivouacked at the Presidio of Monterey with a group, including some members of the Boys Club of Carmel. All the boys, and their leader, John Neikirk, became official Boy Scouts, and through the sponsorship of Carmel American Legion Post #512, and the help of Douglas H. Greeley, Sr. and Fred Leidig, were chartered in 1925 as Troop #86, Boy Scouts of America. The current building site was donated to the Carmel Boy Scouts by Dr. Amelia Gates, and the Troop, with assistance from Louis Levinson and F.L. Veatch, and support of the Carmel Pine Cone, raised the necessary funds for construction. The clubhouse was built by Carmel master-builder M.J. Murphy, from plans drawn, and still on file at City Hall, by architect Allan C. Collins. The Carmel Scout House clearly reflects the findings of, and is consistent with the 1997 Carmel Historic Context Statement under the theme of government, civic and social institutions.

B11. Additional Resource Attributes: (List attributes and codes) *HP13 - Community center/social*

B12. References:

*Carmel bldg. records, Carmel Planning Dept., City Hall, Carmel*

*Carmel Pine Cone, 11/19/47, 12/5/47*

*Hale, Sharron, A Tribute to Yesterday, Valley Publishers Santa Cruz, 1980*

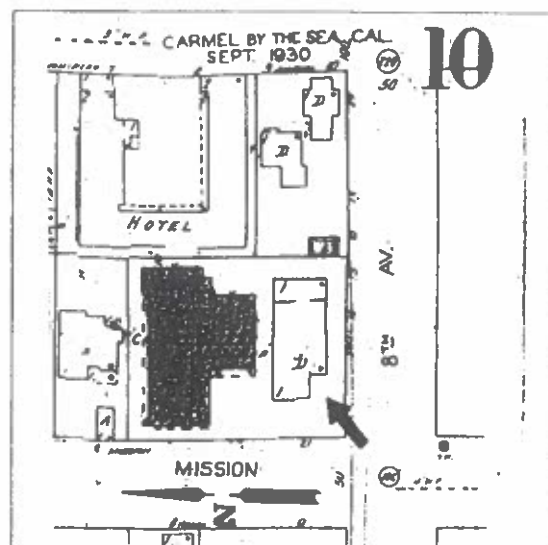
*Sanborn fire insurance map of Carmel, 1930-62*

B13. Remarks: *Zoning R-C*  
*CHCS (GCSI)*

B14. Evaluator: *Kent Seavey*

Date of Evaluation: *5/28/2002*

(This space reserved for official comments.)









# 2013 FACILITIES REPORT

City of Carmel-by-the-Sea





## Scout House

"Scout House" was built in 1931, as a Boy Scout meeting hall, following a visit to Carmel by Lord Baden-Powell, the founder of the Boy Scout movement. The house was acquired by the City in the 1960's, with provision for continued use by both Boy and Girl Scout Troops. However, it has fallen into disrepair, is not ADA accessible and, accordingly, is currently empty and unused.

Scout House is a two story, wood-framed building on a sloped, tree-covered site at the northeast corner of Mission Street and Eighth Avenue. The house occupies about 25 percent of the lot, sits in the back corner, farthest from the streets, and is partially dug into the sloped topography.

The upper, main level is predominately a large meeting hall with an impressive vaulted ceiling and stone fireplace, but it also includes a small service kitchen and peripheral storage spaces. The lower, basement level,

much of which is below grade, contains the building's main entry, a pair of restrooms currently in a state of unfinished demolition, and approximately 800 square feet of general storage.

During the years when the meeting hall was available for public use, it was popular with local organizations and a source of rental revenue for the City. The basement was used for storage by a variety of City departments and community groups.

## Observations and Recommendations

Although the building is not designated as ~~historical~~ property on the City's Historical Resources Inventory, it has unique character and distinct historical significance. Even in its current state of disrepair, its charm and potential value remain apparent and deserving of consideration for renovation and reuse.

At least two Scout House assessment studies have been conducted in the last 15 years. Recommended improvements generally fall into two broad categories: (1) maintenance needed to arrest building deterioration, and (2) ADA compliance. Avoiding further building deterioration should be relatively easy and inexpensive, and thus considered a facilities priority. At a minimum, while the building's future is considered, current CIP plans to fumigate the house for termites and carpenter ants should be implemented.





# City of Carmel-by-the-Sea: Scout House Facility Assessment

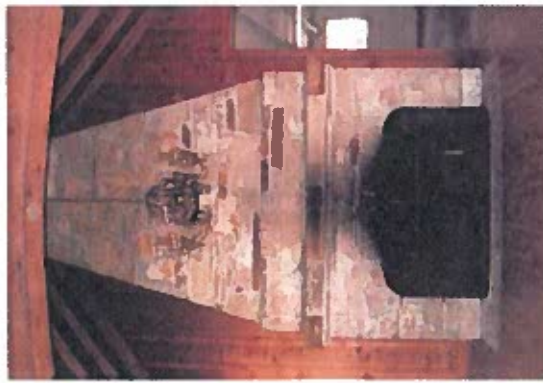
General Information					
Location	Mission St. at 8th Ave.				
Current Use	Currently maintained but not used by the City, utilized previously by the Boy Scouts and Girl Scouts for free and leased as a community building				
Historic or Landmark Status	No				
Zoning	R-1	Sq. Ft.	3820		
Year Built	1910 in Use/1939 Structures	Structure Type	Type 'V', Wood Framed		
Access/Egress	No	Height	Approx. 26' to grade max.		
Exterior Finishes	Wood siding	No. Stories	2		
Walls	Painted wood siding and ref. walls	Attic	No		
Windows	Single pane, painted wood	Basement	Yes, garden level w/ ref. walls		
Roof	Comp. Shingle	Deck(s)	No		

Utilities	
Electrical	Y amp service
Gas	
Natural	Y PG&E
Propane	N
Water	
Domestic	Y
Fire Service	N
Sanitary	
Sewer	Y Connected to city main
Septic	N
Storm Drain	
Building Systems	
HVAC	
Heating	Y Gas forced air furnace
Cooling	N
Electrical	
Main Panel	Y amp panel w/ main breaker upgraded in 1997 by FEHR Engineering
Generator	N
Fire Alarm	Y Sentry
Plumbing	Restroom plumbing fix. Demolished
Water Heater	
Fire Sprinklers	
Irrigation	

APPENDIX 5

## City of Carmel-by-the-Sea: Scout House Facility Assessment

Communications & Security	
Telephone	Y
Cable TV	N
Internet	N
Security Alarm	
Fiber Optics	N



Related Data	
<b>Other Significant On-Site Improvements</b>	Carmel Stone exterior staircase and retaining walls, partially demolished restrooms, kitchen, fireplace, indoor bench seating, light poles.
<b>Associated Parking</b>	1- parking space at rear accessible from 8th Ave. and Parking on Mission St. and 8th Ave.
<b>ADA Compliance</b>	Fully Accessible: No
<b>Office Space</b>	Yes
<b>Storage Space</b>	Yes
<b>Past Uses</b>	Boy Scout and Girl Scout troops, City storage & functions, meeting hall, community events, performances, classes, individual use.
<b>Remodels and Additions</b>	None noted. Termite tenting done in 1985
<b>HazMat Reports</b>	
<b>Energy Audit</b>	No
<b>Recent Studies or Estimates</b>	Termite Inspection Reports by Casner Termite, Clark Pest Control and Ailinghouse Termite - Month, day, year. Analysis of Upgrade Feasibility by Congleton Architects in 1999. ADA Site Survey by Mark Giblin 2002.
<b>Pending Repairs</b>	Termite treatment and exterior paint, repair dryrotted siding, cracks and spalling concrete substrate at retaining walls, provide ADA accessible restrooms, lighting upgrades. Nds. gutters/downspouts, re-roofing, and removal of tree roots and vines., repair cracks in base of fireplace.
<b>Challenges</b>	ADA parking, ADA accessible entrances. Trash enclosure, subterranean water intrusion.

- \* Final determination of ADA compliance subject to Building Department review.
- \* Final determination of code compliance is the sole responsibility of the building department.

## **APPENDIX 6: OPERATIONS AND MAINTENANCE AGREEMENT**





2.27.23 DRAFT

## OPERATIONS AND MAINTENANCE AGREEMENT

This Operations and Maintenance Agreement for the Scout House (Agreement) is hereby entered into on \_\_\_\_\_, 2023 between the City of Carmel-by-the-Sea, a municipal corporation (City) and \_\_\_\_\_ (Contractor), a \_\_\_\_\_ corporation authorized to do business in the State of California. City and Contractor are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, City selected Contractor in a competitive procurement process pursuant to that certain Request for Proposals dated \_\_\_\_\_, 2023 to renovate, operate and maintain the Scout House according to the terms stated herein; and

WHEREAS, City and Contractor have agreed on the contractual terms and conditions to apply to Contractor's operations and maintenance of the Scout House; and

WHEREAS, City and Contractor have agreed to a Site Lease; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **Article I. DEFINITIONS**

**Section 1.01 Definitions.** As used in this Agreement, the following defined terms shall have the respective meanings set forth below.

"Agreement" means this Operations and Maintenance Agreement between City and Contractor.

"Approval" means a written determination by City that a particular plan, program, invoice, action, or submittal of Contractor appears to meet the requirements of this Agreement. "Approval" shall not operate to shift any risk to City or relieve Contractor of any obligations under this Agreement.

"Contract Term" has the meaning set forth in Article V below.

"Contract Year" means each calendar year during the Term of this Agreement. The first Contract Year shall be the twelve (12)-month period beginning on the Effective Date, and each successive Contract Year shall be the twelve (12)-month period beginning on the anniversary date of the Effective Date.

"Days" means, calendar days unless otherwise indicated. The term "Work Day" or "Working Day" shall mean any calendar day except Saturdays, Sundays and City-recognized legal holidays.

"Effective Date" means the date above written when this Agreement has been executed by both Parties.

"Equipment" means the materials, supplies, equipment, systems, and related items purchased or leased by Contractor and used by Contractor to operate and maintain the Scout House.

"Facility" means the Scout House located in the City of Carmel-by-the-Sea.

"Force Majeure" means an extraordinary and unforeseen event beyond the reasonable control and without the fault or negligence of Contractor. Examples of such events or causes include Acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents, such as strikes or work stoppages. Covid-19 events will be governed according to the Covid-19 provisions in Attachment B.

"Governmental Authority" means any international, foreign, national, state, provincial or local government, any political subdivision thereof, or any other governmental, regulatory, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

"Governmental Rule" means any law, statute, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, directive, resolution, guideline, policy or similar form of decision, or any action repealing or modifying the same, of any Governmental Authority having the force and effect of law or regulation.

"Key Personnel" means Contractor's key personnel listed in Contractor's Proposal and assigned to the Project including without limitation Contractor's Project Manager.

"Losses" means any claims, demands, suits, actions, losses, liabilities, fines, penalties, judgments, settlements, damages, costs and expenses. Losses include (i) reasonable attorneys' fees and expenses, (ii) costs of investigation, litigation, settlement and judgment, (iii) any costs and expenses incurred by any Indemnitee as a result or arising out of any obligation or election to indemnify its representatives or successors and assigns. Amounts shall be included in Losses whether incurred by settlement or otherwise, and whether any such claims, demands, suits or actions are groundless, false or fraudulent, or threatened or filed prior to or after the expiration or termination of this Agreement.

"Notice to Proceed" means a written notice given by City to the Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Work in accordance with this Agreement.

"Project" means the renovation and operation of the Scout House.

"Taxes" means all applicable federal, state and local ad valorem, property, business and occupation, severance, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise and other taxes (other than taxes based on income or net worth), governmental charges, duties,

tariffs, levies, licenses, fees, permits, assessments, adders or surcharges imposed or authorized by a Governmental Authority, however styled or payable.

"Work" means all of the administrative, professional, operations, maintenance, management, supervision, documentation, and other duties and services to be furnished and provided by Contractor, including all efforts necessary and appropriate to produce the results specified, indicated, or implied by this Agreement and the Scope of Services hereunder.

## **Article II. SCOPE OF SERVICES AND PERFORMANCE STANDARDS**

**Section 2.01 Scope.** Contractor agrees to renovate and provide operations and maintenance services for the Scout House facility, including necessary Equipment and supplies, in accordance with the Scope of Services that is attached as Attachment A and is incorporated into this Agreement by this reference.

**Section 2.02 Contractor Performance Requirements.** Contractor shall be required, at all times during the Contract Term, to perform all services diligently, carefully, and in a professional manner; to have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform Contractor's obligations under this Agreement; to furnish all labor, supervision, Equipment, material, and supplies necessary therefore (other than equipment supplied by City), as required under this Agreement; and to comply with all terms and conditions of this Agreement and the other Contract Documents.

### **Section 2.03 Familiarity with Services and Site.**

By executing this Agreement, Contractor represents that Contractor:

- a. has thoroughly investigated and considered the Scope of Services to be performed;
- b. has carefully considered how the services should be performed;
- c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
- d. possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.

If services involve work upon any site, Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Contractor discover any latent or unknown conditions that may materially affect the performance of services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.

**Section 2.04 Notice to Proceed.** Upon execution of this Agreement and the Site Lease by both parties and the receipt of all documentation required by this Agreement to be provided by Contractor to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Contractor. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Contractor will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Contractor will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

### **Article III. CONTRACTOR DUTIES**

**Section 3.01 Summary of Duties.** Contractor shall be responsible for the renovation, operation and maintenance of the Facility, and for all other labor, Equipment, insurance, supplies, storage, and facilities required to perform the Work. Contractor shall coordinate, manage, and control all activities necessary to perform the Work and carry out its responsibilities under this Agreement, which include, but are not limited to, the following: maintaining the Facility and Equipment in accordance with the standards established by City and Contractor's Operations and Maintenance Plan.

**Section 3.02 Compliance with Government Rules.** Contractor shall carry out all of its duties and activities under this Agreement in compliance with all applicable Federal, state, and local safety and environmental Government Rules, including applicable requirements of CalOSHA.

**Section 3.03 Costs.** Contractor shall be responsible for all costs of performing the Work in accordance with this Agreement and the Scope of Services, including all personnel costs and all Taxes.

### **Article IV. CONSTRUCTION / RENOVATION REQUIREMENTS**

**Section 4.01 Cleanup.** All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City shall make the determination that this requirement is being complied with. If the City is required to provide cleanup of the work sites due to failure of the Contractor to so provide, or in case of emergency, the City shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor. Upon completion and before making application for acceptance of the work, the Contractor shall clean the areas of work, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.

**Section 4.02 WORKING HOURS.** Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the

execution of the Contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

**Section 4.03 Excavation Safety.** Per California Labor Code Section 6500, Contractor shall possess a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the Contract, Contractor shall possess a valid permit at the time of bidding and for the life of the Contract. Contractor shall furnish copies of valid permits to the City Public Works Department. Contractor must provide evidence of a current T1 Annual Trench/Excavation Permit at the time of bidding.

Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the City's Project Representative at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the City's Project Representative if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

**Section 4.04 Suspension and Delays.** The City's Project Representative shall have the authority to suspend the work wholly or in part, for such period as the City's Project Representative may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as the City's Project Representative may deem necessary due to the failure on the part of the Contractor to carry out the City Project Representative's orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of



the City's Project Representative and, shall not resume work until ordered in writing by the City's Project Representative.

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

**Section 4.05 Traffic Control.**

A. Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In accordance with the statement in Vehicle Code Section 591, this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

B. Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

C. A Traffic Control Plan (TCP) shall be submitted to the City's Project Representative for approval prior to commencement of work and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Department of Public Works at 831-620-2070 a minimum of three (3) business days in advance as to proposed closures and alternate routes available.

D. A Traffic Control Plan is required for all work performed within the public right-of-way. The objective of the plan is to permit a Contractor, or utility, to work within the public right-of-way safely, efficiently, and effectively while maintaining a safe, uniform flow of vehicle traffic. Additionally, a TCP ensures safe provisions for bicyclists and pedestrians to bypass the construction work zone.

E. Every TCP submitted for City review and approval must conform to the following guidelines:

1. TCP shall reflect actual job site conditions.
2. TCPs shall be prepared to scale on 24" x 36" or 11" x 17" sheets.
3. Use legible lettering.
4. Provide a legend for symbols used.

5. Provide a north arrow.
6. Provide a USA/Dig Alert warning stamp.
7. Lay out streets in proper orientation and label streets.
8. Indicate posted speed limits.
9. Show existing crosswalks, bike lanes, striping, ADA ramps, berms, or drainage facilities.
10. Show existing regulatory signs in the vicinity of the Work Zone.
11. Identify the type of construction (i.e. install gas line, pave new driveway).
12. Indicate location and dimensions of the proposed construction Work Zone.
13. Show any equipment/materials staging area, if applicable.
14. Note the Contractor's business name, address, phone number, and license number.
15. Note the name and phone number of a 24-hour contact(s) associated with the Contractor.
16. Indicate the start date and estimated construction completion date.
17. Label proposed temporary construction signs, barricades, and delineators.
18. Label proposed taper lengths, width, and delineator spacing.
19. Label signs/barricades to navigate bicyclists and pedestrians around the Work Zone.
20. Label any proposed temporary parking restrictions.
21. Copy the following General Notes onto the TCP.

F. Traffic Control Plans submitted for City review must include the following General Notes:

1. All traffic control devices shall conform to the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD).
2. Work hours are 8:00 am – 5:00 pm Monday-Friday, and 8:00 am to 5:00 pm on Saturdays.
3. Any night work will require prior written approval from the City's Project Representative.
4. The Contractor shall maintain traffic control devices 24 hours per day, 7 days per week.
5. Traffic control devices shall be removed from view when not in use.
6. Travel lanes through construction sites shall be at least 12 feet wide.

7. Temporary "No Parking" signs must be posted at least 48 hours prior to work.
8. Trenches must be backfilled or plated during non-working hours.
9. A flashing arrow board is required on arterial lane closures.

G. The Contractor is to notify residences and/or businesses a minimum of three (3) business days in advance of closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.

H. Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Director of Public Works shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Director of Public Works, the City may furnish and install same and charge the Contractor therefor.

I. The Contractor shall, at his own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the City's Project Representative for the proper execution of the work.

J. The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the event of traffic control device failures.

#### **Section 4.06 Underground Utilities.**

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the work area. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

#### **Section 4.07 Dust Control.**

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, "Air Quality", of Caltrans' Standard Specifications.

#### **Section 4.08 Erosion and Sediment Control Plan.**

A. ESCP/ SWPPP. For any project involving ground disturbance, the Contractor shall submit a site-specific Erosion and Sediment Control Plan (ESCP) or Storm Water Pollution Prevention Plan (SWPPP) for City review and approval prior to start of work. The ESCP shall include at a minimum:

- Site topography,
- Nearby watercourses within 200 feet of the project area,
- Location of existing utilities,
- Proposed grading contours,
- Total area of disturbance,
- Locations and installation details of site-specific construction site Best Management Practices (BMPs), including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, stockpile and equipment staging areas, materials storage, and waste management.

Detailed design and implementation guidance for construction BMPs can be found through the California Storm Water Quality Association's Construction BMP Handbook Portal, Caltrans Storm Water Quality Manuals and Handbooks, and the Construction BMP Handbook of the Monterey Regional Stormwater Management Program available at <http://montereysea.org/best-management-practices/>.

B. Best Management Practices During Construction. Erosion and sediment control BMPs shall be in place and implemented, as appropriate, prior to commencing grading or vegetation removal. The Contractor shall implement and maintain BMPs throughout the life of the project to prevent discharges of pollutants, including trash, to the street, storm drain system, and local waterways.

Activities to be performed by Contractor include, but are not limited to:

- At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs.
- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:
  - Inlet protections and perimeter controls;
  - Vehicle entry and exit locations;

- Vehicle parking and storage areas;
- Disturbed areas of the construction site;
- Runoff discharge locations;
- Areas that have not received final stabilization;
- Areas used for storage of materials that are exposed to wind or rain;
- Equipment and staging areas that are exposed to wind or rain; and,
- All waste storage areas.

Where sites have been stabilized, such inspection shall be conducted at least once every month while the project is on-going.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:
  - Erosion, or
  - Sediments being tracked offsite and into waterways or the storm drainage system, or
  - Other pollutants entering waterways or the storm drainage system.

Deficiencies observed during inspections shall be noted and rectified before the end of the workday. Construction site storm water management and control measures shall be implemented year-round regardless of season. All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

#### **Section 4.09 Tree Protection Requirements.**

According to the Carmel-by-the-Sea Municipal Code Section 12.28.340, for the purpose of safeguarding trees during construction, demolition or tree removal, the following conditions shall apply to all trees other than trees for which a removal permit has been issued:

- A. Prior to the commencement of construction, demolition or tree removal, all trees on the building site shall be inventoried by the owner or Contractor as to size, species and location on the lot, and the inventory shall be submitted on a topographical map to the Building Official. This condition may be waived by the Building Official for tree removal and minor demolition.
- B. Damage to any tree during construction, demolition or tree removal shall be immediately reported by the Contractor to the City Forester, and the Contractor shall treat the tree for damage in the manner specified by the City Forester.
- C. Oil, gasoline, chemicals and other construction materials shall not be stored within the drip line of any tree.

- D. Drains shall be installed according to City specifications so as to avoid harm to trees due to excess watering.
- E. Wires, signs and other similar items shall not be attached to trees.
- F. Cutting and filling around the base of trees shall be done only after consultation with the City Forester, and then only to the extent authorized by the City Forester.
- G. No paint thinner, paint, plaster or other liquid or solid excess or waste construction materials or wastewater shall be dumped on the ground or into any grate between the dripline and the base of the tree, or uphill from any tree where such substance might reach the roots through a leaching process.
- H. The Contractor shall be required to erect protective barricades around all trees adjacent to the work site. These barricades must be in place prior to the start of any construction or demolition activities. Barricades shall be upright two-inch by four-inch planks standing a minimum of eight feet vertically, conforming to the tree, tied with wire or rope forming a maximum of one space between the planks. If the tree's configuration or site conditions do not lend themselves to the installation of this type barricade, the City Forester will designate alternate tree protection methods. Under certain conditions where soil compaction is probable, fences may also be required around a tree or grouping of trees.
- I. Wherever cuts are made in the ground near the roots of trees, appropriate measures shall be taken to prevent exposed soil from drying out and causing damage to tree roots.
- J. Trimming cuts shall conform to arboricultural standards and shall be made along the branch bark ridge.
- K. Earth surfaces within the drip line of any tree shall not be changed or compacted. All equipment, material, and soil storage shall be kept beyond the drip line of trees.
- L. Prior to the start of any construction or demolition activities, the property owner/Contractor is required to spray or have a certified applicator spray the lower six feet of all pine tree trunks with a pesticide approved by the California Department of Food and Agriculture for the treatment of bark beetles.
- M. Failure to protect or maintain trees on construction/demolition sites is a violation of the municipal code and grounds for suspension of the building permit. (Ord. 91-4 §§ 1 – 7, 1991; Ord. 84-6 § 1, 1984; Ord. 83-25 § 1(G), 1983; Ord. 81-4 § 12, 1981; Code 1975 § 1237).



## **Article V. REPRESENTATIONS AND WARRANTIES**

**Section 5.01 Representations and Warranties Of Contractor.** As a material inducement to the entry by City into this Agreement, Contractor hereby represents and warrants as follows:

- (a) it is duly organized, validly existing and in good standing under the Governmental Rules of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement;
- (b) Contractor and its employees and subcontractors are appropriately licensed under State law to carry out the tasks and obligations in the Scope of Services;
- (c) the execution, delivery and performance of the Work is within its statutory and corporate powers, have been duly authorized by all necessary action and do not conflict with or result in a breach of or default (with or without notice or lapse of time or both) under any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;
- (d) this Agreement has been duly executed and delivered on its behalf by a duly authorized representative of Contractor;
- (e) this Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other Governmental Rules affecting creditors' rights generally; and
- (f) there are no bankruptcy, insolvency, reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it.
- (g) To the extent Contractor installs any equipment in the Scout House, Contractor shall be solely responsible for its maintenance and operation during the pendency of this Agreement. Further, Contractor guarantees that the equipment will remain functional for one year after the termination of this Agreement. Upon receipt of Notice from the City of any failure of any part of the guaranteed equipment during the guarantee period, the affected equipment shall be repaired or replaced promptly at the sole expense of the Contractor.

## **Article VI. TERM OF CONTRACT**

**Section 6.01 Base Term.** The term of this Agreement (the Contract Term) shall be for a base term of ten years, with annual one year options to extend continuing for five years. The base term shall begin on the Effective Date and shall continue for ten (10) years, unless earlier terminated in accordance with the terms and conditions of this Agreement.

**Section 6.02 Options.** At the end of the base term, City shall have the sole option to renew the Agreement for one year. At least sixty (60) Days prior to the end of the last

Contract Year of the 10-year base term, City shall notify Contractor in writing whether it intends to exercise this option. If City elects to renew the Agreement, it shall again have the sole option to renew the Agreement for one additional year at the conclusion of the first one-year extension so long as it notifies Contractor in writing of its intent to exercise at least sixty (60) days before the expiration of the renewed Agreement. City's option to renew for an additional one-year term will repeat annually for five years beyond the end of the base term, so long as City continues to exercise its right to renew each year upon 60 days' written notice to Contractor. Beyond five years, or if City declines to exercise its option in any year, any renewal must be in writing with consent of both City and Contractor.

**Section 6.03 Extensions.** This Agreement may be extended on a month-to-month basis at the expiration of the Contract Term, for a total period not to exceed six (6) months. Compensation for such an extension shall be at the rates and in the amounts in effect at the end of the Contract Term.

**Section 6.04 Project Schedule** – Contractor will perform the Services under this Agreement in accordance with the following phase, task and/or milestone dates:

[List phase, task, milestone, funding, design, design review, construction, operations, maintenance, and other deadline dates as applicable]

## **Article VII. RENT**

**Section 7.01 Rent.** Contractor will be paying rent to the City for its use and enjoyment of the Scout House at the rates and in the amounts specified in the Site Lease signed by the Parties hereto.

## **Article VIII. STAFFING AND PERSONNEL REQUIREMENTS**

**Section 8.01 Contractor Responsibility; Indemnification.**

- a. Contractor shall be solely responsible for the satisfactory work performance of all its employees as described in this Agreement or in any reasonable performance standard established by City.
- b. Contractor shall be solely responsible for payment of the salaries, wages, and benefits of its employees. Other than requiring compliance with minimum wage requirements, City shall have no role in the determination of salaries, wages, benefits, or other terms and conditions of employment of Contractor's employees.
- c. Without any additional expense to City, Contractor shall comply with the requirements of employee liability, worker's compensation, unemployment insurance, social security, and the Americans with Disabilities Act. Contractor shall hold City harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices, collective bargaining Agreements, or statutory, regulatory, or contractual obligations to employees.

**Section 8.02 Project Manager.** Contractor shall designate a Project Manager who shall oversee the proper renovation and operation of services under this Agreement and overall performance of the Work. The Project Manager and one alternate shall be 100 percent dedicated to providing services for City under this Agreement, unless City provides prior written Approval for a lesser time dedication. If City approves a variance to the time dedication level of the Project Manager, this variance is subject to immediate reversal at the discretion of City.

**Section 8.03 Key Personnel.** Contractor shall maintain the Key Personnel identified in its Proposal throughout the Contract Term. The specific Key Personnel positions required for the Work are identified in Attachment A. None of these Key Personnel positions can be combined without the prior written Approval of City.

**Section 8.04 Changes in Key Personnel.** Contractor shall not, without prior written notice to and prior written Approval by City, remove or reassign any Key Personnel identified in its proposal, or appoint any new individual to any Key Personnel position (whether in an acting or permanent capacity), at any time during the Contract Term; provided that Contractor may, following written notice and explanation to City, remove any such individual for misconduct or cause pursuant to Contractor's established personnel policies.

**Section 8.05 Requirement for a Qualified Workforce; Compliance with Staffing Plan.**

- a. Contractor shall provide and maintain throughout the Contract Term a sufficient number of properly qualified personnel, having the necessary skills, training, and experience to operate and maintain the Facility and the Equipment and systems used to perform the Work, and to provide all other services and tasks required in the performance of the Work and this Agreement.
- b. The number, qualifications, experience, and class, craft, or position of the personnel provided shall, at a minimum, be in accordance with the Staffing Plan submitted by Contractor pursuant to Section 8, as subsequently Approved by City. Contractor shall comply with its Approved Staffing Plan throughout the Contract Term. Contractor agrees to make appropriate modifications in the Staffing Plan (e.g. by increasing the number of employees or changing the mix of employee positions or classes), as necessary to meet changing demands of the service over the Contract Term (e.g. by increasing the number of employees or changing the mix of employee positions or classes). Any such modifications in the Staffing Plan shall be submitted to City for its review and Approval.
- c. All of Contractor's employees, at all times while on duty in the performance of service required under this Agreement, shall be neatly and cleanly dressed and shall at all times maintain a courteous and cooperative attitude in their contact with the public.

**Section 8.06 Removal from Service.** City shall have the right to demand the removal for reasonable cause, any personnel (including Key Personnel and supervisory staff) furnished by Contractor. Any such demand shall be made in writing, and shall be complied with promptly by Contractor.

**Section 8.07 LiveScan.** Pursuant to California Penal Code section 11105.3, Contractor's employees who work with or have contact with minors (under the age of 18) will be required to be fingerprinted per California law as a condition of employment or as a condition of continued employment on an annual basis.

#### **Article IX. CONTRACTOR PLANS**

**Section 9.01 Required Plans.** Contractor shall, no later than ( ) Days after the Notice to Proceed, submit to City for its Approval the following Plans: (1) Renovation Plan; (2) Operations and Maintenance Plan; and (3) Staffing Plan.

**Section 9.02 City Review and Approval.** City shall review each of the Plans submitted under Section 8.01 and may, in its discretion, require such reasonable modifications or additions to such Plans as it determines to be necessary and appropriate. Upon Approval by City, each Plan shall be incorporated into and made part of this Agreement, and shall constitute a binding obligation hereunder.

#### **Article X. CONTRACTOR MAINTENANCE REQUIREMENTS**

**Section 10.01 Overall Maintenance Obligations.** Contractor shall be responsible for all maintenance and repairs of the Facility (including all Equipment and materials therein). Contractor shall maintain the Facility in a clean and orderly condition at all times during the Contract Term, and shall conduct all maintenance, repairs, and cleaning of the Facility at its sole expense and in compliance with the terms of the Approved Operations and Maintenance Plan. Contractor shall return the Facility to City upon the termination of this Agreement, or on an earlier date if applicable, in a condition that meets the standards set forth in this subsection. Contractor shall not make any structural modifications to the Facility without City's prior written Approval.

**Section 10.02 Equipment Maintenance.** Contractor shall, at its sole expense, repair, maintain in good condition, and replace (as necessary) the Equipment used in the Facility or otherwise used in providing services under this Agreement. Contractor shall maintain all Equipment in accordance with the manufacturer's preventative maintenance program. All replacements made by Contractor shall be of like size, kind, and quality to the items replaced, as such items existed when originally installed, and shall be subject to City's Approval.

#### **Article XI. ACCESS TO CITY PROPERTY**

**Section 11.01 Access.** City hereby grants to Contractor and its agents such access to City's property at the Scout House Facility as is reasonably necessary and appropriate for Contractor in connection with this Agreement; provided, however, that Contractor shall

adhere to the safety rules and procedures established by City when exercising such access rights.

## **Article XII. INSURANCE**

**Section 12.01 Required Program of Insurance.** Without limiting Contractor's indemnification under Article XII, Contractor shall be required to provide, and to maintain at all times during the Contract Term, at its sole expense, a program of insurance that includes each of the minimum coverages listed below.

**Section 12.02 General Liability.** Contractor shall obtain, and maintain in full force and effect, comprehensive general liability insurance in the amount of \$4,000,000 total, and \$2,000,000 per occurrence.

**Section 12.03 Auto Liability.** Contractor shall obtain, and maintain in full force and effect auto liability insurance in the amount of \$1,000,000 total, with primary coverage of at least \$1,000,000 combined single limit bodily injury and property damage, covering all automobiles used in carrying out this Agreement.

**Section 12.04 Workers' Compensation.** Contractor shall obtain and maintain worker's compensation and employer's liability insurance as required by the laws of the State of California with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

**Section 12.05 Contractors' Pollution Legal Liability.** Contractor shall obtain and maintain pollution liability insurance with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

**Section 12.06 Sexual Abuse & Molestation.** Manager shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

**Section 12.07 Evidence of Insurance.** Contractor shall, as a condition on the issuance of the Notice to Proceed for renovations, provide City with certificates of insurance from its carrier(s) showing proof of all coverages required under Article XI. Contractor shall update its insurance information including proof of coverages, annually or when changes occur to the coverages or insurance policies during the Contract Term.

**Section 12.08 Required Conditions.** Contractor also agrees to the following conditions relating to insurance:

- a. City, its officers, agents, and employees, and members of the City Council shall be included as additional insureds on all liability insurance policies except worker's compensation and legal liability coverage (i.e., fire); provided that no such person included as an additional insured shall have any liability for the payment of premiums or assessments under the policies. The additional insured endorsement shall state that the coverage provided to the additional insureds is primary and



non-contributing with respect to any other insurance available to the additional insureds.

- b. Contractor's insurance required herein is primary and no insurance held or owned by City shall be called upon to contribute to the loss.
- c. Contractor's insurance shall be obtained from carriers with an A.M. Best rating of "A-/VII" or better, and authorized and licensed to transact insurance business in the State of California.
- d. Evidence of the required insurance, in the form of insurance certificates, shall be submitted to and approved by City prior to commencement of any Work under this Agreement.
- e. The insurance shall not be canceled, materially reduced in coverage or limits, or non-renewed in the case of a continuous policy, except after thirty (30) Days' written notice, or ten (10) Days' notice in the event of cancellation due to non-payment of premium, by registered or certified mail has been given to City at its offices. In the event of any such cancellation, reduction in coverage, or non-renewal, Contractor shall obtain and have in place, prior to the effective date of any such change, replacement insurance that complies with all coverage requirements and other conditions set forth in this Section. Any failure to provide such insurance on a timely basis shall be a material breach of this Agreement.
- f. The insurance afforded by the policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) shall include liability assumed by Contractor under the indemnification and/or hold harmless provisions of this Agreement.

**Section 12.09 Aggregate Limits/Blanket Coverage.** If any of the required insurance coverage contains aggregate limits, or applies to other operations or tenancy of Contractor outside this Agreement, Contractor shall give City prompt written notice of any incident, occurrence, claims settlement, or judgment against such insurance which may diminish the protection such insurance affords City. Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

**Section 12.10 Subrogation.** The insurance providers shall waive all rights of subrogation and contribution against the additional insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the additional insureds.

**Section 12.11 Failure to Procure Insurance.** Contractor's failure to procure or maintain required insurance or self-insurance program shall constitute a default and material breach of contract under which City may, after a 24-hour opportunity to cure, immediately either terminate this Agreement, or at its discretion, purchase the insurance



and charge the cost to Contractor, or deduct such cost from payments due to Contractor hereunder.

**Section 12.12 Underlying Insurance.** -- Contractor shall be responsible for requiring indemnification and insurance, of such types and with such limits of liability, as Contractor deems appropriate from its subcontractors, employees receiving mileage allowance, consultants, and agents, if any, to protect the interests of Contractor and City, and to ensure that such persons comply with any applicable insurance statutes.

### **Article XIII. INDEMNIFICATION AND HOLD HARMLESS**

**Section 13.01 Contractor's Indemnification.** Contractor shall protect, defend, indemnify and hold City, its officers, agents, and employees and the members of the City Council, free and harmless from and against any and all Losses of every kind and character arising out of, or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of this Agreement or the performance thereof by Contractor or its subcontractor to the extent caused by the negligence, recklessness, or willful misconduct of Contractor or its subcontractor. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Contractor shall investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense, and shall bear all other costs and expenses related thereto, whether or not it is alleged or determined that Contractor was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

**Section 13.02 Disclaimer of Liability.** City will not hold harmless or indemnify Contractor for any liability whatsoever

### **Article XIV. DISPUTES.**

**Section 14.01 Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.

**Section 14.02 Negotiations.** First, the City's Project Representative and Contractor's Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Contractor's Principal, who will meet and confer, in good faith, to resolve the Dispute to the mutual satisfaction of the parties.

**Section 14.03 Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 will be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute will be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

**Section 14.04 Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A "Prevailing Party" will be determined in the Arbitration, and the prevailing party will be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will be considered costs recoverable in that proceeding, and be included in any award.

## **Article XV. INSPECTION OF WORK**

**Section 15.01 General.** All Work (which term in this Section includes service performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and testing by City at all times and places during the Contract Term. All inspections by City shall be made in such manner as to not unduly delay the Work. City shall have the right to enter the premises used by Contractor for the purpose of inspecting and auditing all data and records which pertain to Contractor's performance under this Agreement.

**Section 15.02 Re-performance.** If any Work performed is not in conformity with the requirements of this Agreement, the City shall have the right to require Contractor to perform the Work again in conformity with such requirements at Contractor's sole expense and with no increase in the amount of compensation hereunder. In the event

Contractor fails promptly to perform the Work again, City shall have the right, either by contract or otherwise, to have the Work performed in conformity with such requirements and charge to Contractor any costs to City that are directly related to the performance of such Work, or to terminate this Agreement for default as provided in Article 16. When the work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, City shall have the right to (1) require Contractor to immediately take all necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement; and (2) reduce the amount paid to Contractor under this Agreement to reflect the reduced value of the work performed.

## **Article XVI. ACCESS TO AND DISCLOSURE OF RECORDS**

**Section 16.01 Access to Records.** Contractor agrees to provide City or any of their authorized representatives, access to any books, documents, papers, and records of Contractor relating to the Project for purposes of audits, examinations, copying, and excerpts and transcripts. Contractor shall make all such records available for a period of three (3) years after the conclusion of the Work, or until the conclusion of any litigation relating to the Project, whichever last occurs.

**Section 16.02 Available Information.** The City will make available to Contractor all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Contractor to perform the Services. Contractor may rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.

**Section 16.03 As-Built Drawings.** Contractor will provide City with as-built drawings at the conclusion of the Work.

**Section 16.04 Public Records.** Unless certain information contained in this Agreement is exempt from disclosure by law, the contents of this Agreement shall be available to the public in accordance with the provisions of the California Public Records Act (Cal. Govt. Code Sections 6250, et seq.). If Contractor considers any information contained in this Agreement to constitute proprietary or commercially or financially sensitive information, Contractor may identify that specific information and request that its disclosure be withheld. Contractor acknowledges that such withholding may be challenged by a third party, and that City assumes no liability or responsibility in the event of a future disclosure.

## **Article XVII. TERMINATION FOR DEFAULT**

**Section 17.01 Events of Default.** Contractor shall be in default under this Agreement upon the occurrence of any one or more of the following events or conditions:

- (1) Contractor fails promptly to begin the Work following issuance of the NTP, fails to resume on a timely basis the performance of Work which has been suspended or stopped, or fails to continuously and diligently prosecute the Work;

- (2) Contractor fails or refuses to perform the Work in accordance with the requirements of this Agreement;
- (3) Contractor fails to comply with its other obligations under the Contract Documents, including failure to maintain the insurance required hereunder; failure to provide the indemnifications required hereunder; and failure to comply with any Government Rule;
- (4) Contractor is debarred from bidding on or performing public works contracts; or
- (5) Contractor initiates a bankruptcy or other insolvency proceeding or an involuntary case is commenced against Contractor seeking liquidation, reorganization, or similar actions or relief.
- (6) Contractor fails to pay rent within 15 days of due date.

**Section 17.02 Cure Notice and Failure to Cure.** If City determines Contractor is in default of this Agreement and that the default may be subject to a cure, City will issue a Cure Notice to Contractor describing the default. If City determines that Contractor is in default and the default cannot be cured, City may issue a Notice of Termination hereunder. If Contractor fails to cure the default within thirty (30) Days after receipt of such Cure Notice, if the default cannot be cured within thirty (30) Days, or if Contractor fails to commence to cure within thirty (30) Days or fails to diligently proceed to cure or to cure the default within the time City reasonably determines to be necessary, City will issue a Notice of Termination for Default and may take any other actions as it deems appropriate to cause the completion of the Work and to mitigate its damages.

**Section 17.03 Timing for Actions.** City may establish a shorter time period for the actions specified in this subsection if it determines, in its sole discretion, that such shorter period is necessary in the interest of public safety.

**Section 17.04 Liability.** Whether or not the Contract or any part thereof is terminated, Contractor shall be liable for any damages to City resulting from Contractor's default.

**Section 17.05 City Completion of Work.** Upon City's termination of the Contract in whole or in part for default, City will have the right to complete the Work or to retain another contractor to do so.

**Section 17.06 No Damages or Anticipatory Profits.** Neither Contractor nor any subcontractor, supplier, or third party shall be entitled to any damages of any kind, whether they are direct, indirect, special, anticipatory, consequential, or any other damages, nor be entitled to any anticipatory profits on Work not yet performed, as a result of any Termination for Default under this Section.

## **Article XVIII.      TERMINATION FOR CONVENIENCE**

**Section 18.01    Authority of City.** City may terminate this Agreement and the performance of the Work by Contractor in whole or, from time to time, in part, if City determines, in its sole discretion, that a termination is in City's best interest. Such termination will be effected by delivering to Contractor a written Notice of Termination for Convenience or Notice of Partial Termination for Convenience, specifying the extent of termination and its effective date. City will provide a minimum of one-year notice of any termination for convenience of the Contract in its entirety.

## **Article XIX.      INDEPENDENT CONTRACTOR**

**Section 19.01    Independent Contractor.** Contractor shall perform all Work under this Agreement in its own name and as an independent contractor, and not in the name of, or as an agent for, City. Contractor has and retains full control and supervision of the services performed and full control over the employment and direct compensation of its employees, and agrees to be solely responsible for all matters relating to wages, hours, and working conditions of those employees. Contractor further agrees to be responsible for its own acts and for the acts of its employees and subcontractors, and to be responsible for the performance of the Work in accordance with its own means and methods.

## **Article XX.      CONFLICT OF INTEREST**

**Section 20.01    Conflict of Interest.** Contractor covenants that neither Contractor, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City relating to this Agreement or that would in any way hinder Contractor's performance of Work under this Agreement. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

Contractor is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Contractor, Contractor's employees, and subcontractors agree as follows:

A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;

B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;

C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of the Work related to this Agreement, that causes, or would appear to cause, a conflict of interest;

D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Work related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Contractor must promptly declare it to the City, and;

E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Contractor under this Agreement and the obligations of Contractor to such other person, firm or corporation.

## **Article XXI. MISCELLANEOUS PROVISIONS**

**Section 21.01 Non-discrimination.** During the performance of this Agreement, Contractor, and its subcontractors, may not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. Contractor further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.

**Section 21.02 City Business License.** Prior to receiving a Notice to Proceed from the City, Contractor will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Contractor.

**Section 21.03 Assignment.** Neither Party shall assign this Agreement or any of its rights or obligations hereunder (whether by operation of law or otherwise) without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

### **Section 21.04 Representatives and Communications.**

A. City's Project Representative. The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_



B. Contractor's Project Manager. Contractor appoints the person named below as its Project Manager for the purposes of this Agreement ("Contractor's Project Manager").

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

C. Meet and Confer. Contractor agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as may be required by the City to insure timely and adequate performance of this Agreement.

D. Communications and Notices. All communications between the City and Contractor regarding this Agreement, including performance of Services, will be between the City's Project Representative and Contractor's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and will be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

**Section 21.05 Entire Agreement; Amendments.** This Agreement constitutes the entire Agreement between the Parties. There are no prior or contemporaneous Agreements or representations affecting the same subject matter other than those herein expressed. No amendment, modification or change herein shall be enforceable unless reduced to writing and executed by both Parties.

**Section 21.06 Governing Law: Venue.** All matters arising from or relating to this Agreement shall be governed by the laws of the State of California, without regard to its conflict of law rules. Any dispute arising from or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Monterey County, California, and the parties agree to submit to the personal and exclusive jurisdiction and venue of these courts.

**Section 21.07 Non-Waiver.** No waiver by either Party of any rights of such Party or defaults by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other performance, default or defaults, or rights, whether of a like kind or different nature.

**Section 21.08 Severability.** Except as otherwise provided in this Agreement, any provision or article declared or rendered unlawful by a Governmental Authority with jurisdiction over the Parties, or deemed unlawful because of a change in Governmental Rule, shall not affect the validity, legality, and enforceability of the remaining provisions and articles of this Agreement.

**Section 21.09 No Third Party Beneficiaries.** Nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract. Unless otherwise agreed to in writing signed by both Parties, neither Party shall have any authority to create or assume in the other Party's name or on its behalf any obligation, express or implied, or to act or purport to act as the other Party's Representative for any purpose whatsoever. Neither Party shall be liable to any third party in any way for any engagement, obligation, contract, representation or any negligent act or omission of the other Party, except as expressly provided for herein.

**Section 21.10 Counterparts.** This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

**Section 21.11 Construction.** This Agreement and any documents or instruments delivered pursuant hereto shall be construed without regard to the identity of the Person who drafted the various provisions of the same. Each and every provision of this Agreement and such other documents and instruments shall be construed as though the Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable either to this Agreement or such other documents and instruments.

**Section 21.12 Further Instruments; Further Assurances.** Each Party shall promptly execute and deliver such further instruments, Agreements and other documents, and take such further actions as may reasonably necessary to effectuate any of the provisions in this Agreement.

**Section 21.13 Force Majeure.** If Contractor is prevented from or delayed in performing its duties under this Agreement by a Force Majeure event, then Contractor may be excused from performance hereunder during the period of such disability. In such event, Contractor shall promptly notify City in writing when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated.

**Section 21.14 Covid-19 Requirements.** Refer to Attachment B

**[Signatures on Next Page]**

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by its duly authorized representative.

**CITY OF CARMEL-BY-THE-SEA**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brian A. Pierik, City Attorney

## Attachment A – Scope of Services

[SCOPE OF SERVICES SHOULD BE ADDED HERE]

## Attachment B – COVID-19 Attachment

This COVID-19 Amendment/Attachment amends the Agreement between CITY OF CARMEL-BY-THE-SEA and \_\_\_\_\_, dated \_\_\_\_\_.

### 1. Definitions

A. The 2019 novel coronavirus and the disease it causes are collectively referred to herein as **"COVID-19"**.

B. A **"COVID-19 Condition"** is something attributable to COVID-19 not caused by Contractor (which for purposes herein includes all subcontractors) and beyond its reasonable control including but not limited to COVID-19 Proclamations and supply chain disruptions due to COVID-19, and other circumstances concerning COVID-19 not caused by Contractor and which are beyond its reasonable control.

C. A **"COVID-19 Proclamation"** includes but is not limited to orders, directives and guidance concerning COVID-19 that have been issued, and which may be issued from time to time, by public agencies or regulatory bodies, the CDC or OSHA or Cal/OSHA, including without limitation the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards. Contractor acknowledges that those orders, directives and guidance may require the Project to shut down or otherwise increase Contractor's cost or time of performance by calling for things such as social distancing and the use of personal protective equipment. In the event of conflicting COVID-19 Proclamations, Contractor shall follow the most applicable, restrictive and newest COVID-19 Proclamations.

D. An **"Unknown COVID-19 Condition"** is a COVID-19 Condition Contractor did not know about, and reasonably should not have known about, as of the date Contractor submitted its proposal. The requirements contained in COVID-19 Proclamations issued before submission of a proposal are not Unknown COVID-19 Conditions, and Contractor will be deemed to have knowledge of those requirements.

E. An **"Unknown COVID-19 Cost"** is a cost that: (i) is solely attributable to an Unknown COVID-19 Condition; (ii) is reasonable and unavoidable under the circumstances; (iii) is not the result of Contractor's failure to comply with the contract documents or a COVID-19 Proclamation; and (iv) is not the result of a subcontractors failure to comply with a COVID-19 Proclamation in connection with the performance of the Services.

**2. COVID-19 Conditions and Proposal.** Contractor is expected to know and is deemed to have known about COVID-19 Conditions when it submits its proposal, and COVID-19 Conditions must be accounted for in Contractor's price and schedule. In order to be entitled to any relief from a COVID-19 Condition, Contractor must demonstrate that the issue, cost or delay is due to an Unknown COVID-19 Condition.

### **3. Compliance with COVID-19 Proclamations.**

A. Contractor shall comply with COVID-19 Proclamations in the performance of the Services, irrespective of when the COVID-19 Proclamations are issued, and as they pertain to performance of the Services. The cost of such compliance is non-compensable, except as otherwise expressly stated herein.

B. Contractor is responsible to ensure that its subcontractors and suppliers comply with COVID-19 Proclamations at all times in connection with the performance of their Services.

**4. Delay.** Contractor is entitled to a reasonable time extension for an Unknown COVID-19 Condition. Such time extension is non-compensable.

**5. Owner Directed Suspension.** The Owner may suspend Services due to COVID-19 health concerns, even though Contractor may be allowed to proceed with the Services based on COVID-19 Proclamations. The Owner may suspend the Services for its convenience. Contractor is entitled to a time extension for an Owner Directed Suspension, and the contract amount will be equitably adjusted if and to the extent Contractor incurs increased costs that are Unknown COVID-19 Costs.

**6. Compensation for COVID-19 Costs.** Owner will reimburse Contractor for Unknown COVID-19 Costs that are not included in the schedule of values.

**7. Safe Work Practices.** Contractor shall implement safe work practices recommended by CDC or OSHA or Cal/OSHA, which may include, inter alia, screening all employees, subcontractors, or others ("worker(s)") at all locations where Services are performed for signs and symptoms of COVID-19; adopting staggered work schedules, e.g., providing alternating workdays or extra shifts, to reduce the total number of employees on a site at any given time and to ensure physical distancing; identifying choke points where workers are forced to stand together, such as hallways and elevators, ingress and egress points, break areas, and buses, and implement policies to maintain social distancing; coordinating deliveries in line with the employer's minimal contact and cleaning protocols; and instituting a rigorous housekeeping program to reduce dust levels at all exterior locations. Contractor remains fully responsible for following and complying with changes to recommended safe work practices from time to time.

**8. Monitoring and Reporting.** Owner may require Contractor to actively monitor the health of its workers through temperature checks and questionnaires of major COVID-19 symptoms, including but not limited to cough, fever above 100.4 degrees Fahrenheit and shortness of breath. Contractor shall immediately report to Owner any outbreaks of COVID-19 among its workers. Contractor shall not knowingly allow any worker who has tested positive with COVID-19 to enter an Owner building. In the event of an outbreak or an exposure to COVID-19, the Owner may impose appropriate mitigation strategies which may be in consultation with the public health officer.



**9. Conflicts.** In the event of an inconsistency between this COVID-19 Amendment and the Agreement, this Addendum shall control.

IN WITNESS WHEREOF, the Owner and Contractor have executed this Covid-19 Amendment as of the date set forth above.

CITY:

CONTRACTOR:

Signature

Signature

Print Name & Title

Print Name & Title

**APPENDIX 7: SITE LEASE**



**SITE LEASE  
(Scout House)**

This Site Lease (**Site Lease**) dated as of **[month/day/year]** (**Effective Date**), is made and entered into by and between the City of Carmel-by-the-Sea, a municipal corporation, as lessor (City or **Owner**), and **[INSERT NAME OF CONTRACTOR]**, a **[insert name of state of organization]** **[insert type of entity]** duly organized and existing under the laws of the State of **[name of state]** as lessee (**Contractor**) (collectively, **Parties**).

**RECITALS**

WHEREAS, City currently owns a parcel of land located at the Northeast Corner of Eighth Avenue and Mission Street in the City of Carmel-by-the-Sea, as more particularly described in Attachment A attached hereto and incorporated herein by this reference; and

WHEREAS, City intends to lease said real property to Contractor (**Leased Premises**) for the purpose of undertaking various improvements to the Leased Premises and to undertake responsibility for the Operations and Maintenance of the Leased Premises for the duration of this Site Lease; and

WHEREAS, the Work to be performed on the Leased Premises is more particularly described in the Operations and Maintenance Agreement (defined below) and incorporated herein by this reference (**Project**); and

WHEREAS, City, acting by and through its City Council, has determined that it is in the best interests of City, and for the common benefit of the citizens residing within City's jurisdiction, to have the Project performed by leasing the Leased Premises to Contractor; and

WHEREAS, City has performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into this Site Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Site Lease.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein, the sum of \$**[fair market rent]** per year and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

**ARTICLE 1 DEFINITIONS**

**1.01** Unless the context clearly otherwise requires, all words and phrases defined in Article I of the Operations and Maintenance Agreement dated as of **[insert month/day/year]** by and between City and Contractor (**Operations and Maintenance Agreement**) shall have the same meaning in this Site Lease.

**ARTICLE 2 DEMISING CLAUSES**

**2.01 Lease of the Leased Premises.** City hereby leases to Contractor, and Contractor hereby leases from City, the Leased Premises in accordance with the provisions of this Site Lease, to have and to hold for the term of this Site Lease. This Site Lease shall only take effect if an Operations and Maintenance Agreement in substantially the same form as the Operations and Maintenance Agreement attached hereto as Attachment B is executed by City and Contractor within five business days of execution of this Site Lease.

**2.02 Rental.** In consideration for the lease of the Leased Premises by City to Contractor and for other good and valuable consideration, Contractor shall pay \$**[fair market rent]** per year to City. The Parties agree that the foregoing rent represents a fair market rent for the premises, when taking into account Contractor's agreement to repair and rehabilitate the improvements on the Leased Premises as described in the Operations and Maintenance Agreement, which will provide a benefit to the City at the expiration of this Site Lease. The Parties further recognize that this rent takes into account

revenue Contractor may receive by virtue of its Leasehold and its Work, for example, the opportunity to sublease the Leased Premises.

- 2.03 No Merger.** The leasing of the Leased Premises and the improvements made thereon by Contractor to City pursuant to the Operations and Maintenance Agreement shall not effect or result in a merger of the estates of City in the Leased Premises, and Contractor shall continue to have a leasehold estate in the Leased Premises pursuant to this Site Lease throughout the term hereof.

### ARTICLE 3 QUIET ENJOYMENT AND USE

- 3.01** The parties intend that the Contractor will perform certain renovation and rehabilitation Work on the Leased Premises at Contractor's sole cost pursuant to the terms and conditions of the Operations and Maintenance Agreement attached hereto as Exhibit B. City hereby covenants and agrees that it will not take any action to prevent Contractor from having quiet and peaceable possession and enjoyment of the Leased Premises during the term hereof.
- 3.02** So long as it is consistent with the Operations and Maintenance Agreement, and otherwise legal, Contractor and any sublessee approved by City, which approval shall not be unreasonably withheld, may use the Leased Premises for Commercial Purposes, including without limitation a sublease of a portion or all of the Leased Premises, and the offering of naming rights to various portions of the interior of the Leased Premises.
- 3.03** Contractor acknowledges and agrees that any use of the Leased Premises by it or any sublessee must conform with the rules of the Residential and Limited Commercial (RC) Zoning District and other applicable Commercial Zoning District regulations in "Chapter 17.14 - COMMERCIAL ZONING DISTRICTS" or elsewhere in the Carmel Municipal Code.

### ARTICLE 4 SPECIAL COVENANTS AND PROVISIONS

- 4.01 Waste.** Contractor agrees that at all times that it is in possession of the Leased Premises, it will not commit, suffer or permit any waste on the Leased Premises, and that it will not willfully or knowingly use or permit the use of the Leased Premises for any illegal purpose or act.
- 4.02 Further Assurances and Corrective Instruments.** City and Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Premises hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the accompanying Facilities Lease.
- 4.03 Right of Entry and Use By City During Lease Term.** City reserves the right for any of its duly authorized representatives, and/or third parties authorized by City, to enter upon the Leased Premises at any reasonable time to inspect of use, and/or perform work of any and all kind thereon. Further, City hereby reserves and Contractor hereby grants use of the Leased Premises to the City for one day each month, the date to be mutually agreed to in advance by the Parties.
- 4.04 Representations of City.** City represents, covenants, and warrants to Contractor as follows:
- A. Due Organization and Existence. City is a municipal corporation which is duly organized and existing under the Constitution and laws of the State of California.
  - B. Full Power and Authority City has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.
  - C. No Violations. Neither the execution and delivery of this Site Lease nor the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which City is now a party or by which City is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of City, or upon the Leased Premises.

**4.05 Representations of Contractor.** Contractor represents; covenants, and warrants to City as follows:

- A. Due Organization and Existence. Contractor is a *[insert name of state of organization]* *[insert type of entity]* duly organized and existing under the laws of the State of *[insert state of organization]* and is authorized to conduct business in the State of California pursuant to California law, has the power to enter into this Site Lease and the Operations and Maintenance Agreement, is possessed of full power to own and hold real and personal property, and to lease and sell the same; has duly authorized the execution and delivery of all of the aforesaid agreements; and is a licensed contractor holding an A or B license issued by the California State License Board.
- B. Authorization. Contractor has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.
- C. No Violations. Neither the execution and delivery of this Site Lease or the Operations and Maintenance Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Contractor is now a party or by which Contractor is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Contractor, or upon the Leased Premises.

**ARTICLE 5 ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING**

- 5.01 Assignment and Subleasing.** This Site Lease may be assigned and the Leased Premises subleased, as a whole or in part, by Contractor only upon the prior written consent of City to such sublease. City's consent shall not be unreasonably withheld.
- 5.02 Restrictions on City.** City agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Leased Premises or any portion thereof during the term of this Site Lease except as otherwise permitted herein.
- 5.03 Liens.** Contractor agrees to keep the Leased Premises and every part thereof free and clear of any and all liens, including without limitation, pledges, charges, encumbrances, claims, stop notices, labor withholds, and other liens or encumbrances of any and all kind, and/or arising out of, or in connection with, work or labor done, services performed, or materials, supplies, equipment, apparatus, or appliances used or furnished for or in connection with the Leased Premises or the Project. Contractor further agrees to pay promptly and fully and discharge any and all claims on which any such lien and/or encumbrance may or could be based, and to save and hold City and all of its elected officials, employees, insurers, sureties, consultants and attorneys free and harmless from any and all such liens and/or encumbrances including without limitation, claims, causes of action, proceedings, suits, and all other proceedings pertaining thereto. The provisions of this Paragraph 5.03 shall only apply for such portions of the Work for which City has satisfied payment to Contractor.

**ARTICLE 6 IMPROVEMENTS**

- 6.01 Ownership.** The City shall own all improvements made on the Leased Premises during the term hereof. At the conclusion of this Site Lease, Contractor shall not remove any improvements from the Leased Premises.

**ARTICLE 7 TERM AND TERMINATION**

- 7.01 Term.** The term of this Lease shall not exceed \_\_\_\_\_ months *[insert here duration of construction schedule]* and shall commence as of *[insert month/day/year]* and shall terminate on the last day of the term of the Operations and Maintenance Agreement. The term of this Lease shall terminate upon any termination of the Operations and Maintenance Agreement pursuant to Article V thereof.



**ARTICLE 8 MISCELLANEOUS**

- 8.01 Notices.** All notices, certificates or other communications hereunder shall be given consistent with the requirements of Section 20.04 of the Operations and Maintenance Agreement.
- 8.02 Limitation on Consequential, etc. Damages.** EXCEPT WHERE EXPRESSLY PROVIDED BY LAW, UNDER NO CIRCUMSTANCES SHALL CITY BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS SITE LEASE, AND CONTRACTOR SHALL NOT INCLUDE THEM IN ANY CLAIM AGAINST CITY ARISING FROM OR RELATING TO THIS SITE LEASE.
- 8.03 Binding Effect.** This Site Lease shall inure to the benefit of and shall be binding upon Contractor and City, and their respective successors and assigns.
- 8.04 Severability.** In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 8.05 Amendments, Changes and Modifications.** This Site Lease shall only be amended, changed, modified, or altered with the written agreement of both parties hereto, and approved by City's City Council.
- 8.06 Execution in Counterparts.** This Site Lease may be executed in several counterparts, each of which shall be original and all of which shall constitute but one and the same instrument.
- 8.07 Applicable Law.** This Site Lease shall be governed by and construed in accordance with the laws of the State of California. The exclusive venue for any dispute hereunder shall be Monterey County, California.
- 8.08 Dispute Resolution.** Any dispute, claim, or controversy arising out of or related to this Agreement shall be resolved consistent with the Dispute Resolution process in Article XIII of the Operations and Maintenance Agreement. The parties understand that the Dispute Resolution process contained therein includes, among other provisions, an agreement to arbitrate Disputes.
- 8.09 Contractor and City Representatives.** Whenever under the provisions of this Site Lease the approval of Contractor or City, is required, or Contractor or City is required to take some action at the request of the other, such approval or such request shall be given for Contractor by Contractor's Project Manager and for City, by City's Project Representative, consistent with Section 20.04 of the Operations and Maintenance Agreement. Any party hereto shall be authorized to rely upon any such approval or request.
- 8.10 Captions.** The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or paragraphs of this Site Lease.
- 8.11 Prior Agreements.** This Site Lease, and the accompanying Operations and Maintenance Agreement collectively contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Site Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.
- 8.12 Attorney's Fees.** If either party brings an action or proceeding involving the Property or to interpret, enforce, and/or for a breach of, the terms of this Site Lease or to declare rights hereunder, each party shall bear its own attorneys' fees, expert/consulting fees, and costs.

**[Signatures on Next Page]**

IN WITNESS WHEREOF, the parties hereto have caused this Site Lease to be executed by their respective officers thereunto duly authorized, as of the Effective Date.

**CONTRACTOR:****[NAME OF CONTRACTOR]**

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
Title (If Corporation: Chairman, President or Vice  
President)

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
Title (If Corporation: Secretary, Assistant Secretary,  
Chief Financial Officer or Assistant Treasurer)

**CITY:****CITY OF CARMEL-BY-THE-SEA**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

Attest: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Print Name)

**SITE LEASE**

**Attachment A**

**DESCRIPTION OF LEASED PREMISES**

**CITY SHALL INSERT BELOW A SITE MAP HIGHLIGHTING PORTIONS OF THE SITE THAT  
CONSTITUTE THE "LEASED PREMISES"**

**Attachment B**  
**Form of Operations and Maintenance Agreement**

