

March 19, 2008 9:09 am

Ken:

These are your copies to do what ever you wish - this is all the information I could find in my/our files.

As far as I can remember the HAZMAT (lead/asbestos, etc) has already been removed when we removed the lens. Maybe the CG or the CG contractor would have further information.

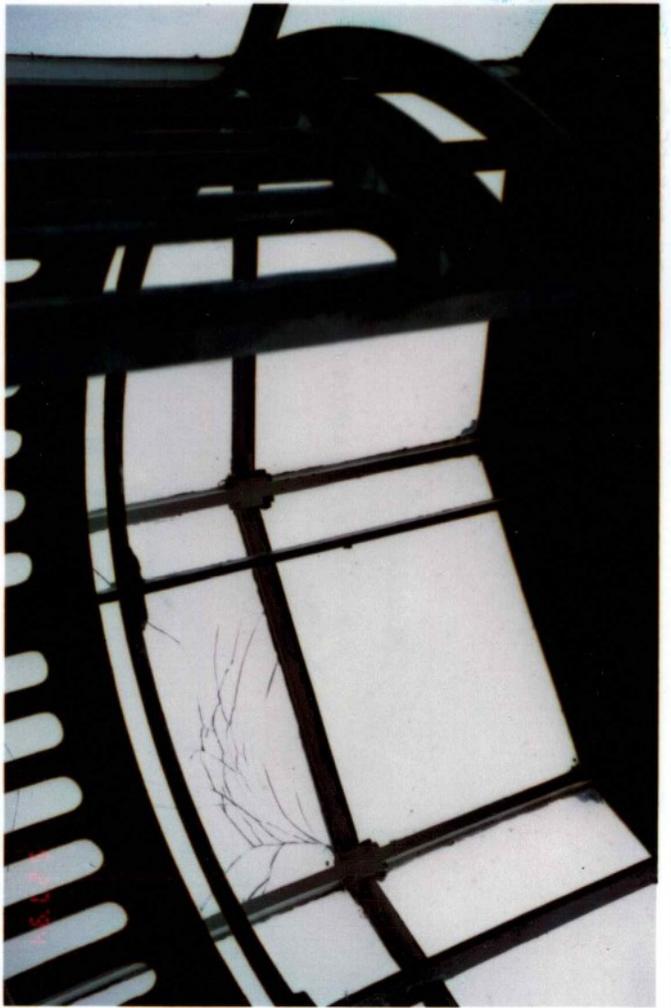
Hope they (photos/print media) are of some help to your preservation/restoration efforts.

You may call me any time at 372-4278 or on my e-mail address.

Thanks for the coffee offer - I'm in between "chemo" sessions (every 3 weeks) and don't really know what my day will be like (some good and some not so good). Anyway, I must keep busy - still working on the Point Sur dwelling historic structure updates - quite an interesting challenge.

Again - good luck to your group in their preservation/restoration efforts - it will be a challenge.

Mike Baker



Upper left: The lighthouse lantern room after removal of the Third Order Fresnel Lens.

Lower right: The lighthouse after removal of the Third Order Fresnel Lens.

Note: The lens was restored and reinstalled in the lighthouse by the USCG in late August 1994.

May 28, 1994

Point Pinos Lighthouse, Pacific Grove, CA

Removing the Third Order Fresnel Lens from the lighthouse lantern room for cleaning and restoration.





prism in the upper section of the Fresnel Lens. This lens was first installed in the lighthouse in 1854.

Lower right: Volunteers surveying the disassembled lens. From left is Bob Llewellyn, Mike Baker (seated), Fred Wildenat, CWO Bither (in t-shirt) and Lee Worth. (Possibly the photo could be captioned "I can't believe we dropped and broke the lens!")

Photo credit: Nancy McDowell

May 28, 1994
Point Pinos Lighthouse, Pacific Grove, CA
Removing the Third Order Fresnel Lens from the lighthouse lantern room for cleaning and restoration.



June 7, 1994
USCG Monterey Group Maintenance Building,
Monterey, CA

Point Sur Preservation volunteers cleaning the
Point Sur Lighthouse Fresnel Lens.

August 27, 1994 the Fresnel Lens was re-installed
at the lighthouse. Volunteers Paul Campbell, Ed
Cope, Jim Cherry, John O'Neil, Mike Baker and
Bob Llewellyn donated many volunteer hours
cleaning the lens.

Lower left: John O'Neil.
Upper right (from left): Ed Cope & Bob Llewellyn.
Lower right: Ed Cope.



May 28, 1994
Point Pinos Lighthouse, Pacific Grove, CA
Removing the Third Order Fresnel Lens from the
lighthouse lantern room for cleaning and
restoration.



Lower left: CWO Craig Bitler dismantling the lens
from inside, while Lee Worth and Fred Wildenrat
(Point Pinos volunteers) assist from the outside of
the lens.

Photo credit: Mike Baker, PSSHP Volunteer

Lower right: CWO Bitler removes lower lens panel
#4, while Mike Baker (in blue hat) and Bob
Llewellyn (bartley visible on right) assists. Bob is
also a PSSHP volunteer.

Photo credit: Nancy McDowell, Point Pinos &
PSSHP volunteer.



May 28, 1994
Point Pinos Lighthouse, Pacific Grove, CA
Removing the Third Order Fresnel Lens from the
lighthouse lantern room for cleaning and
restoration.



Lower left: Removing an upper portion of the lens
from the lantern room. Bob Llewellyn lowers the
lens section to Nancy McDowell..

Photo credit: Mike Baker

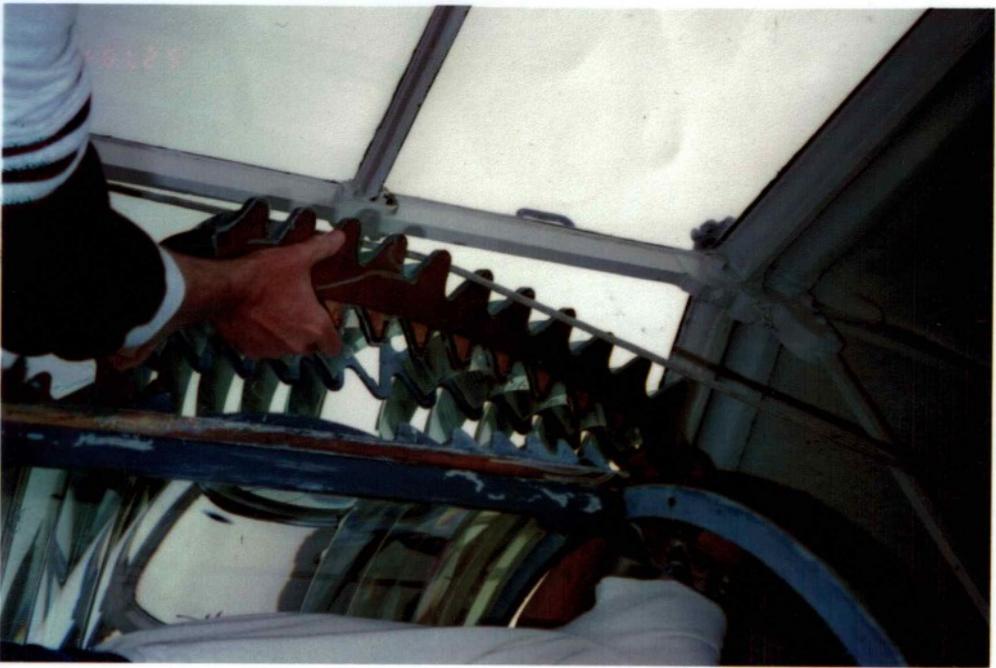
Lower right: The Fresnel Lens panels laid out on
the floor of a lighthouse room (lots of feet too).

Photo credit: Nancy McDowell



5 27 94

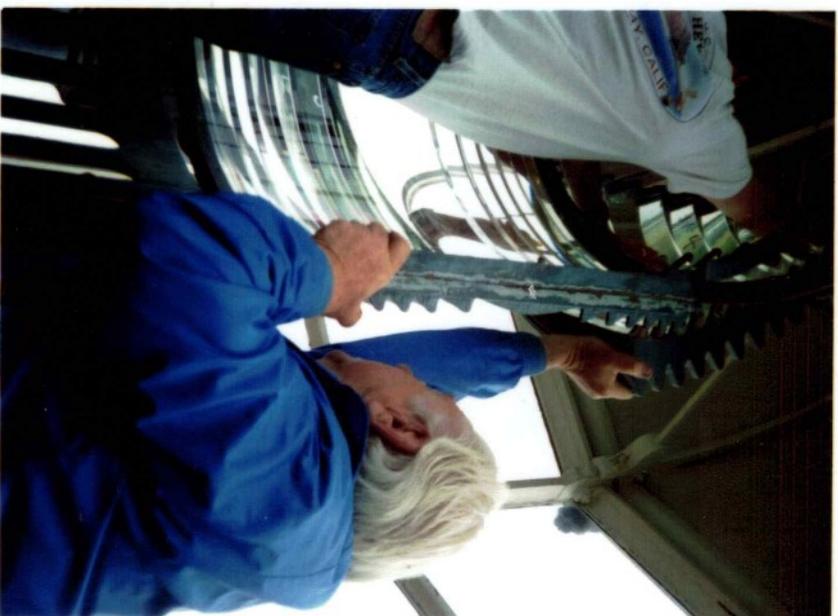
May 28, 1994
Point Pinos Lighthouse, Pacific Grove, CA
Removing the Third Order Fresnel Lens from the
lighthouse lantern room for cleaning and
restoration.



Lower left: Bob Lewellyn assists CWO Craig
Bitler, USCG (inside the lens) to remove the upper
portion of the lens.

Lower right: CWO Bitler is assisted by Fred
Wildenrat, a Point Pinos Lighthouse volunteer.

Photo credit: Mike Baker, PSSHP Volunteer



May 28, 1994

Point Pinos Lighthouse, Pacific Grove, CA
Point Sur preservation volunteers (Mike Baker & Bob Llewellyn) assist USCG and Point Pinos volunteers in removing the Third Order Fresnel Lens from the lighthouse lantern room. Volunteers will clean and restore the lens and it will then be returned to the lighthouse lantern room tower.

Lower left and right: The lens is in place in the lantern room prior to its removal.



Fort Gratiot Lighthouse on Lake Huron. Photo by Roger Schultz. 1989.

Fort Gratiot Lighthouse Tours

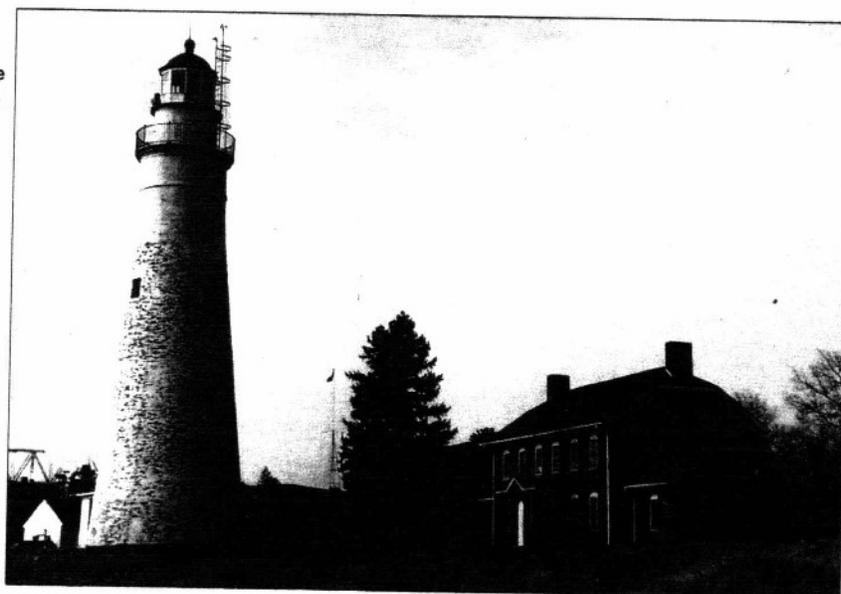
Fort Gratiot, MI

The 1829 Fort Gratiot Light Station is located near where the Blue Water Bridge crosses from Canada to America. The station is now a Coast Guard Small Boat Station with the Coast Guard occupying the old keeper's house and fog signal building. However, the 1829 tower is open for tours from May 1 to October 1 and are conducted by member Bob Hanford who has some colorful tales about prior keepers, as well as the history of the station. Bob would rather give his tours on weekends or, if during the week, after his normal working hours. But, he will make himself available to members who are from out of town and can only visit during a week day. Give Bob a call at (810) 385-7387 to arrange a tour of the Fort Gratiot tower.

Tibbets Point Renovation

Cape Vincent, NY

Last winter's harsh weather took a toll on the Tibbetts Point Light Station leaving a large crack in the 34 inch thick wall of the tower. Cape Vincent town employees pulled off two layers of bricks and repaired an area of the tower 20 feet high and 8 feet wide. Once the bricks were replaced, the area was given a coat of stucco. The Tibbetts Point Lighthouse Society is funding the repair work and "selling" bricks at \$1 each to raise funds. If you are interested in helping the Society raise funds to restore the 1854 tower of this 1826 light station you may write to: P.O. Box 683, Cape Vincent, NY 13618.



West Coast District

(All West Coast states)

District Superintendent

Wayne Wheeler
244 Kearny St.
San Francisco, CA 94108
(415) 362-7255

Piedras Blancas Lens Restored and Replaced

Cambria, CA

When the coast Guard removed the 1st order Fresnel lens from the Piedras Blancas Lighthouse in the late 1940's, it was given to the Lions Club of Cambria, CA. That organization placed it on a pedestal next to their building where it remained subjected to weather and vandals until recently. Although the lens suffered somewhat from weather, luckily it escaped vandalism. In recent years, two Society members (since deceased) worked to have a proper enclosure constructed to contain the lens. The structure was recently constructed and the Coast Guard removed and refurbished the lens and this past summer installed it in its new home. Our hats are off to the

Lions Club, people of Cambria, Coast Guard Group Monterey and especially now deceased members Norman Frances (son of one of the last Keepers of the Piedras Blancas Lighthouse) and Robert Carter. Those two gentlemen were the prime movers behind the lens project, a project which they gave their last full measure of devotion on this earth.

Point Pinos Refurbished

Pacific Grove, CA

The Coast Guard recently did an outstanding job of refurbishing the Point Pinos lighthouse in Pacific Grove, CA. The building was reroofed, and the dome of the lantern room taken down to the original copper and left to oxidize. All wasted metal railings and support brackets were replaced along with certain metal panels and glass storm panes (windows).

The original 3rd order lens was removed, paint stripped from the brass, caulk replaced and then replaced in the lantern. The interior of the lantern room was repainted.

Once the Coast Guard finished their work, a California Chapter of the Questers installed period furniture and drapes in the parlor to reflect the late

19th century, an era when lighthouse heroine Emily Fish was in charge of the station. The Questers mission is historical education through antique furnishings.

The Point Pinos Station was one of the first eight lighthouses constructed on the west coast (1856) and is the oldest still in operation with the original (3rd order) lens in operation. Although owned by the Coast Guard, it has been licensed to the Pacific Grove Museum of

New Tenants for Admiralty Head Lighthouse

Whidby Island, WA

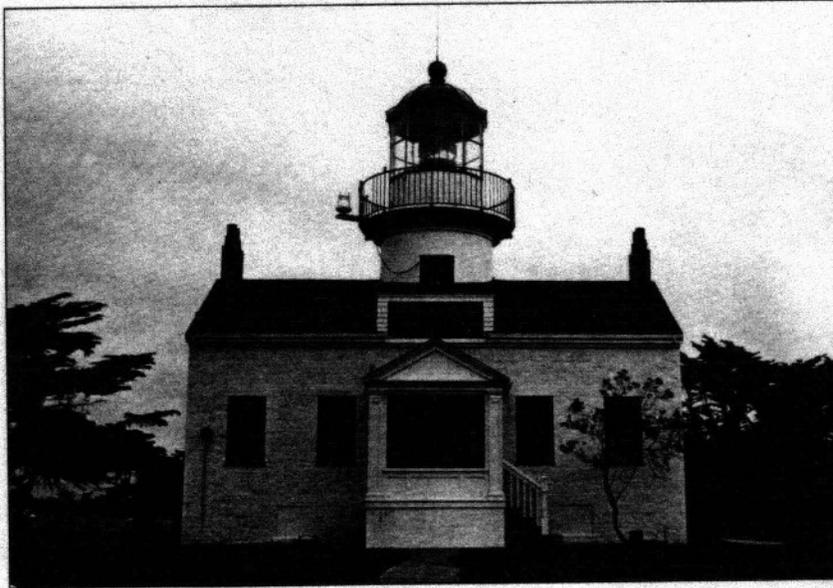
Until recently the Admiralty Head lighthouse, in Fort Casey State Park, was closed to the public due to budget cuts. However, an agreement between the park and several groups of the Washing-

ton State University Extension has opened the lighthouse to the public. Three rooms on the second floor are now being utilized by the Beach Watchers, Waste Warriors and other environmental groups of WSU. This past year Peter Linton, a Beach Watcher member, coordinated volunteers which ushered some 20,000 visitors through the lighthouse between April 1 and Labor Day. A park ranger stated as many as 50,000 visitors a year have toured the lighthouse when it was fully staffed.

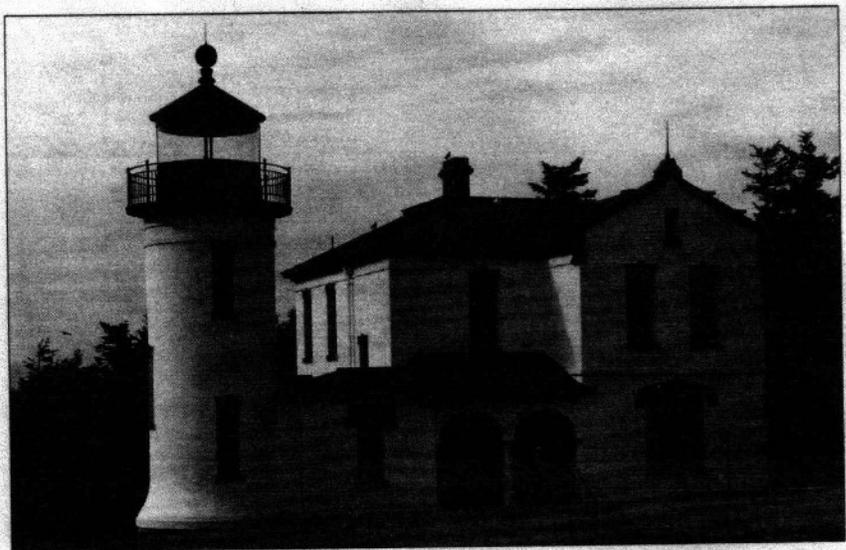
A gift shop has been installed in the lighthouse to raise funds for the environmental programs and the resident groups are opening the structure to visitors on a Thursday to Sunday basis between April 1 and Labor Day.

Ms. Susie Nelson, a Beach Watcher member, said a Friends of the Lighthouse campaign has started to raise funds. They are also seeking donations of time, talent and furnishings for the lighthouse. If you are in the area or interested in becoming involved, call the WSU Cooperative Extension at (206) 321-5111 ex. 391.

Point Pinos Lighthouse. The enclosed porch was added to this 1856 lighthouse circa 1910 along with the small dormer window. The original lens can still be seen in the lantern. USLHS photo.



Natural History for a number of years. Society member Bruce Handy, this issue's Keeper of the Quarter, has been in charge of the historical aspect of the lighthouse for the last 12 years, leading tours, raising funds, arranging historical displays and rounding up docents. The Museum and Bruce are actively seeking people to become docents. For years the lighthouse has only been open for tours on weekends. With ample docents this west coast treasure can be made available more often. If you are interested in becoming involved with the Point Pinos Lighthouse contact Mr. Paul Finnegan, Pacific Grove Museum of Natural History, 165 4th Avenue, Pacific Grove, CA 93950 or call (408) 648-3116.



The Admiralty Head Lighthouse in 1991. This house was abandoned for many years and when refurbished the lantern was rebuilt with vertical astragals (the metal bars which hold the glass in place). Originally the lantern had diagonal astragals. Photo by Sandra Shanklin in 1991.

Coast Guard did great job on lighthouse

With an unusual degree of community spirit, that should be acknowledged, the U.S. Coast Guard command at Monterey has just completed a major renovation of the Pt. Pinos Light in Pacific Grove.

At an expense of more than \$100,000, the Coast Guard has completely overhauled the lens and its mechanisms and replaced or refurbished all the exterior cupola brass and wrought iron work. The circular tower leading from the ground floor to the light has fresh paint

inside and out. New shingles are on the building's roof.

Supervising the construction was Chief Warrant Officer Craig Bitler, who took the original Fresnel lens, brought to Pacific Grove from France in the 1850's, and cleaned, repaired, and polished it himself.

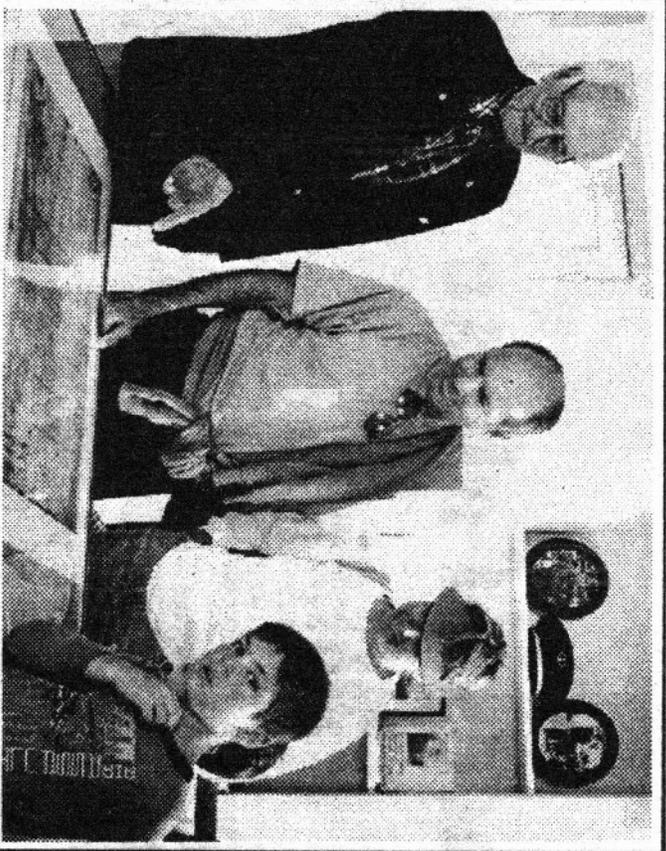
Complementing the Coast Guard repairs is the work begun, in the past two weeks, by the local chapter of the National Quilters who are painting, finishing, and furnishing the lighthouse liv-

ing quarters with furnishings and decorations from the 1850's.

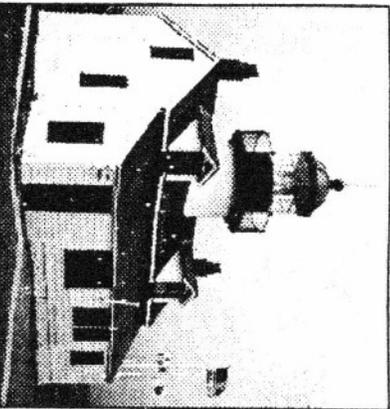
Bruce Handy of Pebble Beach, who has spent 10 years on weekends guiding visitors through the lighthouse, is back on the job.

The City of Pacific Grove leases the building from the Coast Guard and is responsible for its upkeep and now has a high standard to meet, thanks to the Coast Guard's first class renovation. EC

Pacific Grove Beacon September 9, 1994



BACK ON HIS REGULAR weekend schedule, Pt. Pinos Lighthouse Docent Bruce Handy, calls attention to historical points of interest to onlookers Peter and Deborah Byrne of Paso Robles, who visited the lighthouse Sunday September 4 with their son Kevin (hidden from view) and his buddy Graham Shapiro. *Beacon photo*



WITH REPAIRS to the lens and cupola exceeding \$100,000, the U.S. Coast Guard's Pt. Pinos Light is back in operation. Visitors are welcome again between 1-4 pm Saturday and Sunday. *Beacon Photo*

IN THE OFFICE

RUSSIAN LANGUAGE STUDENTS BENEFIT FROM MUSEUM INTERPRETIVE TOURS

by *Bernie Ferrara*



Not all my work keeps me in the office. Recently I have been ment on-site. By visiting the Museum, each student is intro-



Association

NEWSLETTER

Volume 9, Number 3

July 1995



CWO Craig Bitler (right) dismantles the giant lens while Fred Wildenrat assists.

FROM THE LIGHTHOUSE

COAST GUARD CLEANS, RESTORES GIANT LENS

The recent interest and popularity of the Pt. Pinos Lighthouse recalls the efforts of the U.S. Coast Guard to bring the giant lens up to date last year.

On May 28, 1994, the then Chief Warrant Officer Craig Bitler, USCG, took on the task of removing the third order Fresnel lens from the Lighthouse to clean and restore this magnificent lens, then return it to its original site where it had been since 1854.

CWO Bitler was assisted by the following volunteers from the Central Coast Lighthouse Keepers: Ed Cope, Mike Baker, Paul Campbell, John O'Neil, Jim Cherry, Bob Llewellyn, Nancy McDowell, Fred Wildenrat, and Lee Worth.

It was necessary for the crew to first remove the lens from the lantern room by carefully separating its complicated glass parts, labeling and categorizing them, cleaning each part with a special solution, then re-installing and recreating the original lens in the same spot.

The process took three months and was a labor of love. Countless volunteer hours were devoted to the restoration effort.



Bob Llewellyn removes an upper section of the lens from the lantern room.



Association NEWSLETTER

The Pacific Grove Museum of Natural History Association Newsletter is published quarterly at Pacific Grove, California.

Board members are Richard Seidenzahl, President; Steve Honegger, Vice-President; Tony P. Ayres, Secretary; Erma Dinkel, Acting Treasurer; Neva Hahns, Newsletter Editor; Robert Anderson; Gerry Sirocky; Muriel C. Pyburn; Kenneth E. Cuneo; Jerry Lebeck; Kurt Loesch.

Staff Contributors are Stephen F. Bailey, Paul Finnegan, Bernie Ferrara, Caroline Nunn.

Typesetting & production by Colorgraphics.

The Monterey County Herald, Thursday, March 27, 1997

COMMUNITY BRIEFS

■ PACIFIC GROVE

Point Pinos Lighthouse to close for repairs

Point Pinos Lighthouse will be closed for repairs — removal of asbestos tile and replacement of

flooring — during April. The lighthouse will be open from 1 to 4 p.m. Sunday and then close until May 1, when it will resume its normal schedule. For more information, call 648-3116.

Pacific Grove Beacon, May 27, 1994

Coast Guard begins lighthouse restoration

Work began last week to restore the cupola, lens and mechanisms of the Pt. Pinos Lighthouse.

A \$110,000 contract was let to Fernando Oliveira Construction of Hollister and will include exterior paint and new roofs for both the fuel and lighthouse buildings.

The project is supervised by local Coast Guard commander, Warrant Officer Craig Bitler. He initiated the request for appropriation to do the work.

All exterior brass bright work will be stripped of paint and varnished. The original Fresnel lens made in France in 1853 will be polished and repaired.

Missing castings of lion's head roof water spouts are being replaced. All new exterior wrought iron railings are near completion for installation.

Work will be completed in 60 days and is monitored by a Coast Guard building inspector Mike Schisler from Oakland.

The lighthouse was built in 1855 and was the first located on the U.S Pacific Coast. It's 1,000 watt lamp can be seen 14 miles or seven miles beyond the horizon.

It is one of five lights maintained by the Monterey Coast Guard Stations. The others are San Louis Obispo, Piedras Blancas (Cambria), Pt. Sur and Santa Cruz.

**Agreement with the ~~Pacific Grove~~ Heritage Society of Pacific Grove for
Maintenance and Repair of the Point Pinos Lighthouse**

**Exhibit A
Scope of Work and Payment Provisions**

1. The Heritage Society of Pacific Grove, hereinafter ~~(“CONTRACTOR”)~~ “Society”, shall manage and supervise volunteers to provide services to maintain and repair the Point Pinos Lighthouse.
2. All work shall conform to all applicable federal, state and local rules and regulations.
3. Payment by the City of Pacific Grove (“City”) to ~~CONTRACTOR~~ Society shall be for reimbursement for supplies and materials required for such maintenance and repair.
4. Payment shall be made by the City to ~~CONTRACTOR~~ Society within thirty (30) days of City’s certification of ~~CONTRACTOR~~’s Society invoice for materials and supplies.
5. The ~~Heritage~~ Society shall comply with the City’s procurement and purchasing requirements.



CITY OF PACIFIC GROVE AGREEMENT FOR ~~PROFESSIONAL~~ SERVICES
(NOT TO EXCEED \$15,000)

This ~~Professional~~ Services Agreement (“Agreement”) is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter “City”) and The Heritage Society of Pacific Grove, (hereinafter “~~CONTRACTOR~~””Society”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The City hereby engages CONTRACTOR Society to perform, and CONTRACTOR Society hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: **Manage the maintenance and repair of the Point Pinos Lighthouse.**
2. **PAYMENTS BY CITY.** City shall pay the CONTRACTOR Society in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR Society under this Agreement shall not exceed the sum of **\$15,000**.
3. **TERM OF AGREEMENT.** The term of this Agreement is from ~~leave blank until signed~~**January 1, 2008 to June 30, 2009**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR Society and City and with City signing last, and CONTRACTOR Society may not commence work before City signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibit is incorporated herein by reference and constitutes a part of this Agreement:

Exhibit A Scope of Work and Payment Provisions

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR Society warrants that ~~CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement the volunteer workers~~ and are not employees of the City, or immediate family of an employee of the City.

5.02. CONTRACTOR Society, its volunteer workers ~~agents, employees,~~ and any subcontractors, shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR Society shall furnish, ~~at its own expense, all equipment, and personnel~~ volunteers necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR Society shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement without the express approval of the department supervisor.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR Society shall submit to the Contract Administrator any invoice on a form acceptable to City. If not otherwise specified, the CONTRACTOR Society may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR Society for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the City may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the City approves in conformity with this Agreement, and shall promptly submit such invoice to the City Administrative Services Director for payment. The City Administrative Services Director shall pay the amount certified within thirty (30) days of receiving the certified invoice.

6.02. CONTRACTOR Society volunteers shall not receive reimbursement for travel expenses unless set forth in this Agreement unless prior written authorization is obtained from the City's Contract Administrator.

7. TERMINATION.

7.01. During the term of this Agreement, ~~the City either party~~ may terminate the Agreement ~~for any reason~~ by giving written notice of termination to the CONTRACTOR other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the reasons and effective date of termination.

7.02. ~~The City Either party~~ may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR the other party. For the City, "Good cause" includes the failure of CONTRACTOR Society to perform the required services at the time and in the manner provided under this Agreement. ~~If City terminates this Agreement for good cause, the City may be relieved of the payment of any consideration to CONTRACTOR, and the~~ -If City terminates this Agreement, City may proceed with the work in any manner which City deems proper. ~~The cost to the City shall be deducted from any sum due the CONTRACTOR under this Agreement.~~

8. **INDEMNIFICATION.** CONTRACTOR Society shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of ~~or connected with the CONTRACTOR's malfeasance, negligence or willful misconduct by Society volunteers in~~ performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. ~~"CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9. INSURANCE. [Insurance coverage have this clause approved by insurance company.]

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's Society's duty to indemnify, CONTRACTOR Society shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, ~~Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations~~, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

~~Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.~~

~~Exemption/Modification (Justification attached; subject to approval).~~

~~Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.~~

~~Exemption/Modification (Justification attached; subject to approval).~~

~~Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.~~

~~Exemption/Modification (Justification attached; subject to approval).~~

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the City and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of ~~one year~~ three (3) years following the date ~~CONTRACTOR completes its performance of services under of termination of~~ this Agreement.

Each liability policy shall provide that the City shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. ~~Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.~~

Commercial general liability and automobile Society's liability policies shall provide an endorsement naming the City of Pacific Grove, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S Society's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the City and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S Society's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99. [??]

Prior to the execution of this Agreement by the City, CONTRACTOR Society shall file certificates of insurance with the City's contract administrator and City's Contracts/Purchasing Division, showing that the CONTRACTOR Society has in effect the insurance required by this Agreement. The CONTRACTOR Society shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR Society shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by City, annual certificates to City's Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City shall notify CONTRACTOR Society and CONTRACTOR Society shall have five(5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR Society to maintain such insurance is a default of this Agreement which entitles City, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR Society and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR Society shall not disclose any ~~confidential~~ records designated and identified by the City as confidential and or other confidential information received from the City or prepared in connection with the performance of this Agreement, unless City specifically permits CONTRACTOR Society to disclose such records or information. CONTRACTOR Society shall promptly transmit to City any and all requests for disclosure of any such confidential records or information. CONTRACTOR Society shall not use any confidential information gained by CONTRACTOR Society in the performance of this Agreement except for the sole purpose of carrying out Society'CONTRACTOR's obligations under this Agreement.

10.02. City Records. When this Agreement expires or terminates, CONTRACTOR Society shall return to City any City records which CONTRACTOR Society used or received from City to perform services under this Agreement.

~~[*Too arbitrary] 10.03. Maintenance of Records.—CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.~~

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR Society and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City and Society shall ~~have a royalty free, exclusive and irrevocable license share the right~~ to reproduce, publish, and use, ~~and authorize others to do so~~, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature

produced in the course of or under this Agreement. ~~CONTRACTOR~~Neither party shall ~~not~~ have the right to publish any such material without the prior written approval of ~~City~~ the other party.

~~11. NON-DISCRIMINATION. — During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall 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 (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.~~

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the City pursuant to a contract with the state or federal government in which the City is the grantee, CONTRACTOR Society will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR Society as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, City will deliver a copy of said contract to CONTRACTOR Society, at no cost to CONTRACTOR Society.

13. **INDEPENDENT CONTRACTOR SOCIETY.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR Society is at all times acting and performing ~~as an independently contractor~~ and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and CONTRACTOR Society volunteers shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits ~~including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits.~~ CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City's and CONTRACTOR'S Society's contract administrators at the addresses listed below:

FOR CITY:	FOR <u>CONTRACTOR SOCIETY</u> :
James J. Colangelo City Manager	Ken Hinshaw <u>Board Member Project Leader</u>
Name and Title	Name and Title
300 Forest Avenue Pacific Grove, CA 93950	P.O. Box 1007 Pacific Grove, CA 93950
Address	Address
831 648-3106	
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01. Conflict of Interest. CONTRACTOR Society represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONTRACTOR Society.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONTRACTOR Society. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor Society. The term "CONTRACTOR Society" as used in this Agreement includes CONTRACTOR's Society's officers, agents, and employees volunteers acting on CONTRACTOR's Society's behalf in the performance of this Agreement.

15.05. Disputes. ~~CONTRACTOR shall continue to perform under this Agreement during any dispute.~~ Contractor Society and the CITY hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The CONTRACTOR Society shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, CONTRACTOR Society shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and CONTRACTOR Society under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

~~15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.~~

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

~~15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both City and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.~~

15.13. Construction of Agreement. The City and CONTRACTOR Society agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that

ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the City or the **CONTRACTOR Society** represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits and any documents incorporated by reference, represent the entire Agreement between the City and the **CONTRACTOR Society** with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the **CONTRACTOR Society** as of the effective date of this Agreement, which is the date that the City signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18 Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

This space is left blank, intentionally.

IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

By: _____
Purchasing Manager

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form

By: _____
City Attorney

Date: _____

CONTRACTORSOCIETY

Contractor's Society's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

Name and Title

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)*

Name and Title

Date: _____

*INSTRUCTIONS: If CONTRACTORSOCIETY is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTORSOCIETY is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTORSOCIETY is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

ANNUAL REPORT
OF THE
LIGHT-HOUSE BOARD

TO THE
SECRETARY OF COMMERCE AND LABOR

JUNE 30, 1907



WASHINGTON
GOVERNMENT PRINTING OFFICE
1907

well or from a barge alongside. The steam special oil pump is operated by the boiler for the wharf-derrick engine. It delivers the oil through 1,600 feet of 4-inch diameter pipe to two 10,000-gallon wooden storage tanks near the signal building. From the tanks the oil is delivered by a 3-inch pipe to the force pumps connected with the burners. From the suction pipe the system is in duplicate and is interchangeable. The plant was installed by hired labor. A pipe line to supply the wharf boiler with creek water was laid.

17. *Piedras Blancas, 5 miles northward of San Simeon Point, seacoast of California.*—An intercommunicating telephone system connecting the tower, fog-signal, and keepers' quarters was installed. Various repairs were made.

The following is an extract from the Board's last two annual reports, and it is recommended that steps be taken to secure the appropriation therein mentioned for the purpose stated:

The following is a copy of a letter, dated December 10, 1904, from the Secretary of Commerce and Labor to the Secretary of the Treasury:

"It is necessary to the safety of the light-station at Piedras Blancas, California, especially to the safety of the large quantity of mineral oil which it is necessary to keep at that important and isolated high-class light-station, that more secure and less dangerous storage facilities for the oil be provided. Large quantities of mineral oil are now stored in an oil room attached to the light tower, in which is a light which was originally designed to burn lard oil. This method of storage of mineral oil is considered to be dangerous. It is therefore recommended that an isolated brick oilhouse be built, in which this inflammable illuminant can be kept. A building of the size needed to store the large quantity of oil needed for this first-order light can not be built for \$550, the sum named as the maximum for such buildings in the general appropriation for building oilhouses.

"It is estimated that an oilhouse suitable for this station can be built for \$1,500, and the Light-House Board recommends, and in that recommendation this Department concurs, that an appropriation of this amount be made therefor."

19. *Point Pinos, entrance to Monterey Bay, California.*—At the beginning of the fiscal year the repair of extensive damage resulting from the earthquake of April 18, 1906, to this station was commenced, and has been completed. The lantern and lens were removed from the top of the tower, and the tower walls removed for about 5 feet below the lantern floor. The original walls were of brick masonry 1 foot thick. The tower was rebuilt of reenforced concrete of the same thickness and general design. The reenforcing metal, consisting of $\frac{3}{4}$ -inch diameter rods laid vertically 8 inches apart, was set in holes drilled into the remaining walls; horizontal rings of $\frac{5}{8}$ -inch diameter wire cable were used to fasten the vertical rods. The station is supplied with water from the mains of the town of Pacific Grove. Minor repairs were made. A new 2-inch pipe, 200 feet long, was laid and connected with an elevated 4,000-gallon redwood tank. The tank is on the framed support and affords an efficient fire protection for the station. Minor repairs were made.

20. *Santa Cruz, northern entrance to Monterey Bay, California.*—A concrete oilhouse was built. Various repairs were made.

21. *Año Nuevo Island, seacoast of California.*—A 15,000-gallon redwood water tank was erected on a redwood frame supported by concrete piers. Various repairs were made.

23. *Pigeon Point, seacoast of California.*—An intercommunicating telephone system of 6 phones was installed. The 10-foot aeromotor windmill destroyed by storm was replaced.