



PUBLIC ART ADVISORY SUBCOMMITTEE
VETERANS' MEMORIAL PARK

Agenda

Special Meeting
June 12, 2024, 5 p.m.

Council Chamber
1200 Carlsbad Village Dr.
Carlsbad, CA 92008
carlsbadca.gov

Welcome to the Public Art Advisory Subcommittee Special Meeting

We welcome your interest and involvement in the city's legislative process. This agenda includes information about topics coming before the Public Art Advisory Subcommittee and the action recommended by city staff. You can read about each topic in the staff reports, which are available on the city website.

How to watch

In Person



City Council Chamber
1200 Carlsbad Village Drive

Online



Watch the livestream at
carlsbadca.gov/watch

How to participate

If you would like to provide comments to the Public Art Advisory Subcommittee, please:

- Fill out a speaker request form, located in the foyer.
- Submit the form to the Clerk before the item begins.
- When it's your turn, the Clerk will call your name and invite you to the podium.
- Speakers have three minutes, unless the presiding officer (usually the chair) changes that time.
- You may not give your time to another person, but can create a group. A group must select a single speaker as long as three other members of your group are present. All forms must be submitted to the City Clerk before the item begins and will only be accepted for items listed on the agenda (not for general public comment at the beginning of the meeting). Group representatives have 10 minutes unless that time is changed by the presiding officer or the Public Art Advisory Subcommittee.
- In writing: Email comments to arts@carlsbadca.gov. Comments received by 3 p.m. the day of the meeting will be shared with the Public Art Advisory Subcommittee prior to the meeting. When e-mailing comments, please identify in the subject line the agenda item to which your comments relate. All comments received will be included as part of the official record. Written comments will not be read out loud.

Reasonable accommodations

Reasonable Accommodations Persons with a disability may request an agenda packet in appropriate alternative formats as required by the Americans with Disabilities Act of 1990. Reasonable accommodations and auxiliary aids will be provided to effectively allow participation in the meeting. Please contact the City Manager's Office at 442-339-2821 (voice), 711 (free relay service for TTY users), 760-720-9461 (fax) or manager@carlsbadca.gov by noon on the Monday before the meeting to make arrangements. City staff will respond to requests by noon on Wednesday, the day of the meeting, and will seek to resolve requests before the start of the meeting in order to maximize accessibility.

CALL TO ORDER:

ROLL CALL:

APPROVAL OF MINUTES:

Minutes of the Special Meeting held on April 25, 2024

PUBLIC COMMENT: *The Brown Act allows any member of the public to comment on items not on the agenda. Please treat others with courtesy, civility, and respect. In conformance with the Brown Act, this public comment period is provided so members of the public may participate in the meeting by submitting comments as provided on the front page of this agenda. The Public Art Advisory Subcommittee will receive comments at the beginning of the meeting. In conformance with the Brown Act, no action can occur on these items.*

WELCOME & OPENING COMMENTS: Open meeting and welcome attendees. Review and clarify purpose and charge for the subcommittee. Review agenda and meeting format.

DEPARTMENTAL REPORTS:

1. **VETERANS MEMORIAL PARK PUBLIC ART PROJECT ARTIST PRESENTATIONS AND SELECTION** - Review artist presentations and select an artist or artist team for Veterans Memorial Park permanent public art project. (Fiona Everett, Library & Cultural Arts)

Recommended Action: Receive and review qualified artists' presentations for the Veterans Memorial Park permanent public art project and select an artist or artist team.

STAFF COMMENTS:

ADJOURNMENT:



Minutes

Special Meeting
April 25, 2024, 5 p.m.

CALL TO ORDER: 5:02 p.m.

ROLL CALL: Armento, Belnap, Carrillo, Danforth, Ferone, Paranal
(Subcommittee member Fox arrived at 5:09 p.m.)

PRESENTATIONS: None.

PUBLIC COMMENT:

Dr. Edward Fox commented on the installation of peace poles in the proposed Veterans Memorial park.

DEPARTMENTAL REPORTS:

1. **VETERANS MEMORIAL PARK PUBLIC ART PROJECT AND ARTIST SELECTION PROCESS** -
Review and rank artists' submissions for the Veterans Memorial Park public art project.
(Fiona Everett, Library & Cultural Arts)

Recommended Action: Receive and review qualified artists' submissions for the Veterans Memorial Park public art project and score submissions in order to select the highest ranked artist or artist team, who will be invited to make a presentation to the Public Art Advisory Subcommittee at a subsequent scheduled meeting.

Subcommittee members received the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

Subcommittee members reviewed, discussed, and scored 35 artists' submissions for the Veterans Memorial Park permanent public art project, selecting four artists or artist teams to present at a subsequent meeting tentatively scheduled for June 12, 2024.

- Gordon Huether Studio
- Living Lenses
- MGA Sculpture Studio
- Site Studio

STAFF COMMENTS: None.

ADJOURNMENT: 7:46 p.m.

Jennifer Davidson
Administrative Secretary



PUBLIC ART ADVISORY SUBCOMMITTEE

Staff Report

Special Meeting

Meeting Date: June 12, 2024

To: Public Art Advisory Subcommittee – Veterans Memorial Park

From: Fiona Everett, Senior Management Analyst

Staff Contact: Fiona Everett, Senior Management Analyst
fiona.everett@carlsbadca.gov, 442-339-2014

Subject: Veterans Memorial Park Public Art Project Artist Presentations and Selection

District: 2

Recommended Action

Review artist presentations and select an artist or artist team for Veterans Memorial Park permanent public art project.

Executive Summary

As part of its commitment to promoting arts and culture in Carlsbad, the city designates money for certain construction projects to incorporate public art.

Veterans Memorial Park is set to become the city's largest park and a dedicated place to recognize and honor the nation's veterans, the first such location in Carlsbad. As part of the development of this new park, public art will be featured prominently on the upper plateau where visitors can enjoy the scenic view.

A national Call for Artists Qualifications, released in Fall 2023, resulted in 35 qualified applications. A Public Art Advisory Subcommittee was selected and convened on April 25, 2024 where they were able to narrow down the field to four finalists, who have been invited to make an in-person presentation to the subcommittee on June 12, 2024. The Subcommittee is expected to make a final artist selection, who will enter into an agreement to develop a site-integrated permanent public art for Veterans Memorial Park.

Explanation & Analysis

Tied to the city's Capital Improvement Program budget and plan, Carlsbad Municipal Code 2.18.110 (appropriations for arts) allocates 1% of the total cost of the construction project to fund permanent public art. The overall construction budget for the new Veterans Memorial

Park Project No. 4609 allows for \$450,000 to be allocated to develop site-integrated permanent public artwork at the upper plateau of the Veterans Memorial Park.

The city engaged local veterans in developing ideas and priorities for this new artwork. This input was used in a national Call for Artists Qualifications released on, Aug. 31, 2023, to identify potential artists or artist teams to create the public art. The city received 40 proposals, 35 of which met the minimum criteria to proceed to the next round of review.

At a publicly noticed meeting on April 25, 2024, the project's Public Art Advisory Subcommittee reviewed the 35 qualified applications and narrowed the field to four finalists:

- Gordon Huether Sculpture Studio
- Living Lenses
- MGA Sculpture Studio
- Site Studio

Each artist or artist team will make a presentation to the Public Art Advisory Subcommittee and will share information about themselves and about their past public art commissions. Each artist/artist team is prepared to receive interview and discussion-style questions from the Public Art Advisory Subcommittee. Two questions were provided to each artist/ artist team in advance of the subcommittee meeting:

- With your past public art projects, give us an example of your best experience engaging the community and what made it successful and memorable?
- Please review the input (included within Exhibit 2) local veterans have already shared about this public art project. What did you learn, and what would you like to explore further as you proceed with the project?

Part of the Public Art Advisory Subcommittee's role is to ensure the artist selected for the project meets the criteria and guidelines for the artist/artist team as established by the city's Art in Public Places Program guidelines. The subcommittee will evaluate the artist's/artist team's application submissions and their presentations based on past work experience, artistic merit, capability to working in large-scale, site-specific, and with successful project completion. The subcommittee will select an artist/artist team of the highest caliber and artistic quality who fulfills the overall goals of the project.

Community Engagement

Once the artist or artist team selection has been finalized, community engagement will be scheduled to ensure the artist/artist team hears from the community and incorporates their feedback into their final design. Cultural Arts staff will first meet with the artist/artist team to determine their preferred method of meeting with residents and engaging with the community. Then, Cultural Arts will finalize details with the city's Communications & Engagement staff to determine an effective outreach strategy. Finally, the artists will engage with the community and incorporate what they've heard.

Fiscal Analysis

A total budget of \$450,000 has been identified to fund permanent public art for the Veterans Memorial Park Project No. 4609.

Next Steps

Staff will work with the selected artist or artist team to enter into an agreement for the design portion of the project. After the design agreement has been fully executed, project team meetings and community engagement will commence. Public input will help shape the design concept for the public art. Once the final design concept has been developed, the artist/artist team will present to the city's Arts Commission, and then to City Council. Once approved, the artist will enter into a contract for the fabrication portion and contract(s) for installation will commence. This will be timed to coincide with construction of the park, currently anticipated to begin in fall 2024 and be completed in summer 2026.

Environmental Evaluation

This action does not require environmental review because it does not constitute a project within the meaning of the California Environmental Quality Act under California Public Resources Code Section 21065 in that it has no potential to cause either a direct physical change or a reasonably foreseeable indirect physical change in the environment.

Exhibits

1. Art is Public Places Program guidelines
2. City of Carlsbad, CA, Veterans Memorial Park Public Art, Call for Artists Qualifications
3. Artist team submission materials: <https://www.carlsbadca.gov/city-hall/meetings-agendas/boards-commissions/public-art-advisory-subcommittee>

**City of Carlsbad
Cultural Arts Office**

Art in Public Places Program

Mailing Address:
1200 Carlsbad Village Drive
Carlsbad, CA 92008



Location:
2955 Elmwood St.
Carlsbad, CA 92008

Table of Contents

Topic	Page
Introduction	3
Goals	3
Public art as it relates to the city’s General Plan	4
Purpose	5
Intent.....	
Budget Process.....	6
Capital Improvement Projects	6
Community Arts Projects	7
City Council Review.....	8
Initiating a Public Art Project	8
Responsibilities	8
Selection Procedures	15
General Process	15
Public Art Advisory Committee.....	16
Appeals Process	18
Insurance and Risk Management	18
Policy on Donated Works, Gifts and Accessions.....	19
Procedures for Acquisition – Donated Artworks	19
Donated Funds for Public Art.....	21
Panel Review Process.....	21
Collection Management.....	22
Collection Management Goals.....	22
Deaccession Policies	23

Adopted by the Carlsbad Arts Commission, May, 1995.

Updated February, 2014.

Adopted by City Council March 2015.

Introduction

The City of Carlsbad’s Art in Public Places Program seeks to ensure the highest quality of design where arts and culture and public art have a constant presence. The city wishes to advance Carlsbad’s reputation as a unique community by expanding residents' appreciation of art, reflecting the city's aspiration to improve the quality of life, enhancing public spaces for all residents and visitors and becoming a world class city for innovation and creativity. The Art in Public Places Program works to integrate art and the ideas of artists into the development of public settings by collaborating with local and nationally-known artists to include the values and history of our community into their work.

Goals

1. To increase the understanding and appreciation of art in public places of Carlsbad residents and visitors.
2. To acquire and commission quality and diverse works of art for community enrichment that is site specific and environmentally responsive.
3. To encourage participation of diverse socioeconomic and ethnic groups in the art in public places program and process.
4. To support and involve artists in developing, collaborating and implementing Carlsbad's public spaces and community development projects.
5. To encourage collaboration between artists and architects, landscape architects and civil engineers for public projects.
6. To encourage an environment for artistic creativity in Carlsbad and promote Carlsbad as a local, state and national leader in arts, culture and public art.
7. To increase awareness of Carlsbad's art in public places activities as an integral component for attracting business and tourism to Carlsbad.

Public Art as it relates to the City of Carlsbad General Plan

The General Plan outlines the community’s vision for the future development of Carlsbad. The plan introduces its purpose, use, and policy structure, and how it can be amended and updated to continually embody the Community’s Vision and direction for the future. The plan draws its ideas from more than 8,000 residents and over 100 community groups and organizations, as well as business owners, elected officials, and city staff who directly participated in the process to create the Carlsbad Community Vision, which is the foundation for this plan. The plan is comprehensive and long-range and will be used on an ongoing basis, reflecting the city’s commitment to the Carlsbad Community Vision and the state law requirement that all actions related to the city’s physical development—from transportation and park plans, to facility plans, as well development regulations and fee programs—should be consistent with the General Plan.

The Carlsbad Community Vision reflects the community’s aspirations for Carlsbad’s future; it is a clear and motivational synthesis of the ideas expressed by community members during the first phase of Envision Carlsbad. The Carlsbad Community Vision is based upon nine core values that were commonly expressed by the community. These values represent the qualities and characteristics of Carlsbad that community members aspire to protect, maintain, improve, change or achieve in the future.

- Small town feel, beach community character and connectedness
- Open space and the natural environment
- Access to recreation and active, healthy lifestyles
- The local economy, business diversity and tourism
- Walking, biking, public transportation and connectivity
- Sustainability
- High quality education and community services
- Neighborhood revitalization, community design and livability
- History, the arts and cultural resources

The Arts, History, Culture and Education (AHCE) Element of the General Plan recognizes that an aesthetic environment and connections to culture and education are essential characteristics of a community that values its quality of life and wishes to be seen by its residents, neighbors and visitors as an attractive and desirable place, addressing the needs of the human spirit. This element is intended to enhance availability and accessibility of the arts for all residents, preservation of the important historic and cultural elements that make Carlsbad unique, and educational opportunities for lifelong learning.

Carlsbad boasts a variety of arts and cultural events, institutions and programs aimed at promoting a sense of community identity and providing education and information about the city's heritage. Events such as ArtSplash, TGIF Concerts in the Parks and exhibits at the William D. Cannon Art Gallery provide outlets for the arts and cultural community. These events help Carlsbad residents from all cultural backgrounds to celebrate local traditions and heritage in creative and inspiring ways by building connections between historic resources and the arts and by promoting and strengthening both.

General Plan goals related to public art:

- Integrate the arts and arts education as a vital aspect of community life, with a wide range of facilities and public programs designed to engage the city's diverse audiences as active participants and patrons.
- Foster an environment of active participation in and attendance at artistic and educational programs and activities by residents and visitors.
- Enhance cultural and generational diversity and social connections through opportunities for volunteerism and civic engagement; more public gathering places, family-friendly activities; and more events that connect residents to one another and keep them active in the community.

General Plan policies related to public art:

- Allocate funding for the purchase, maintenance and conservation of the city's public art collection and provide, when possible, for the siting, selection, installation and maintenance of works of art within or upon public facilities and land.
- Promote cooperative arrangements with other public or private agencies that facilitate the temporary or permanent display of works of art within or upon public or private facilities and land.
- Develop programs that invest in and contribute to the enhancement of arts and cultural programs, services, organizations and artists to foster ongoing cultural tourism efforts and creative economy development in the city.

PURPOSE

It is the intent of city ordinance 2.18.110 (appropriations for arts) to direct the inclusion of works of art in all city construction projects. The Art in Public Places Program is designed to manage the acquisition and disposition of public art in order to expand residents' and visitors' experience with art and enable them to better understand their communities and their individual lives. By encouraging artists capable of creating works of art in public places, the Art in Public Places Program shall strive to stimulate the vitality and economy of the city and enhance Carlsbad's reputation as a regional leader in arts and culture.

BUDGET PROCESS

There are two ways a public art project may be funded. These methods require Carlsbad Arts Commission and City Council approval. The methods used to fund a project are:

Capital Improvement Projects

Funding for public art was authorized by City Council on May 7, 1985, under chapter 2.18.130 (Appropriations for Arts) of the Carlsbad Municipal Code. Within this chapter, all city department heads are directed to include at least one percent of project cost estimates for a public art element when requesting Capital Improvement Projects (CIPs) authorizations or appropriations. All Capital Improvement Projects must include public art as a design requirement.

For the purposes of the Art in Public Places Program, Capital Improvement Project means any of the following:

1. Construction, reconstruction, or renovation in excess of \$500,000, involving any publicly owned, leased, or operated facility including any plant, building, structure, utility system, real property, streets and highways, or other public work improvement.
2. Street or streetscape improvement projects other than street repair or reconstruction. In the case of streetscape and right-of-way enhancement projects, streetscape means an improvement to a public right-of-way, including a sidewalk, tree, light fixture, sign, and furniture. Some funding sources (e.g., sources restricted to “transportation purposes” or “direct construction costs”) may prohibit formula-based expenditures for art. Thus, percent for art will not be collected from those sources. However, City Council may provide funding for public art for street or streetscape improvements from General Fund revenues on a case by case basis.
3. In the case of a publicly owned utility system, capital improvement project shall include only the construction, erection, improvement, of dams, reservoirs and power plants.

For the purposes of the Art in Public Places Program, Capital Improvement Project does not mean any of the following maintenance work:

1. Routine, recurring and usual work for the preservation or protection of any publicly owned or publicly operated facility (see 2.18110 b-1) for its intended purposes.
2. Resurfacing of streets and highways.
3. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
4. Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, and power plants.

Annually, the Administrative Services Department of the City of Carlsbad will verify the one percent for public art allocation for all eligible CIP projects has been included in the budgeted amounts for City Council approval. As an alternative, where funding for eligible projects is restricted and cannot be used for public art, the City Council may appropriate percent for art funding from the General Capital Construction Fund or the General Fund. The funds for art allocations may be used for projects located at the direct site of the CIP project, or pooled for other future public art projects identified by the cultural arts manager and Carlsbad Arts Commission. The park in lieu fee funded percent for art allocations must be used for artwork at a park within the same quadrant where the fee was paid.

Community Arts Projects

The second method is a Community Arts Project. In addition to the above Capital Improvement Projects, the city may wish to provide art in other significant locations throughout Carlsbad. These projects may be initiated by a request from City Council or City Manager's office, city departments or commissions, community members or groups or individual artists. Requests may include proposals for permanently placed artworks or temporary exhibitions or projects.

Requests will be reviewed by the cultural arts manager and forwarded to the public art advisory committee and the Carlsbad Arts Commission. If approved, the recommendation will go to the City Council as a request for appropriation. In most cases, these projects will be listed in and submitted as part of the annual budget process.

A Community Arts Project request should include the following information:

- A. Title of the Capital Improvement or Community Project identified for public art (if any).
- B. Location of the project (description and map).
- C. Source of funding for the proposed artwork.
- D. Fiscal year or years the project covers and the amount of funds requested per year.
- E. Amount of appropriation requested for the project in total.
- F. Proposed method of selection for the artist/artwork.
- G. General description of the artist's involvement with the CIP project.
- H. Statement of project need.
- I. Project description (statement).
- J. Outline of operational costs (if any).
- K. Any additional information as required by the specific site, project or design.

**F, G, I and K will be completed by the Cultural Arts Office.*

Funding for the Community Art Projects may come from individuals, community organizations or other city departments. City Council may also choose to fund public art projects from the General Fund, special projects fund or other sources.

City Council Review

All public art projects in the City of Carlsbad require City Council approval at three stages. These stages are:

- A. Appropriation of funds.
- B. Approval of contracts (both individual artists/artwork and integrated Capital Improvement Projects which exceeds the city manager's authority).
- C. Final approval of the final design concepts.

This approval is presented in the form of an agenda item, which is prepared by the Cultural Arts Office staff.

INITIATING A PUBLIC ART PROCESS

Responsibilities

City Council

1. Appoints and empowers the Carlsbad Arts Commission.
2. Receives recommendations from the Carlsbad Arts Commission on public art policies and issues.
3. Reviews and adopts the annual Capital Improvement Project budget.
4. Approves final public artwork design concepts recommended by the Carlsbad Arts Commission.
5. Approves artists' contracts for public art projects exceeding the city manager's signature authority.
6. In the case of a CIP project where the artwork is an integrated part of that project, the City Council will be asked to approve the artwork as part of the project to go out to bid, not as a separate unit. The City Council will not be asked to make an aesthetic judgment. This will be determined by the Carlsbad Arts Commission after a process has been completed which has involved input from the public.
7. In the case of artwork which is not an integrated part of the capital improvement project, the City Council will be asked to approve the final design concepts.

Carlsbad Arts Commission

1. Makes recommendations on policies and procedures related to the Art in Public Places Program.
2. Approves selection of public art and/or artist.
3. Serves as part of the public art advisory committee.
4. Approves changes and updates to the Art in Public Places Program policies and procedures.

Public Art Advisory Committee

Reports to the cultural arts manager on the following:

1. Offers recommendations on all public art projects.
2. Reports on possible public art sites.
3. Submits recommendations on site integrations, scope of project, selected media, selection criteria and process.
4. Reviews proposals.
5. Recommends policy to the Carlsbad Arts Commission.

Cultural Arts Office

1. Determines and implements artist selection and review processes for public art projects.
2. Assembles public art advisory committee to assist in artist selection and review.
3. Handles all administrative components:
 - a. Liaison to all groups: Carlsbad Arts Commission, city departments, outside agencies, community representatives and selection panels, public art advisory committee.
 - b. Works with artists on contracts, proposal development and project coordination.
4. Provides education, publicity and information materials.
5. Reports to City Council on public art projects, issues and trends.
6. Manages, documents and conserves collection.
7. Implements approved program guidelines.
8. Develops and coordinates community involvement.
9. Works with private sector to promote the arts.
10. Works with private developers on public art projects in private development.

Host City Department

1. Includes at least one percent of Capital Improvement Project cost in all construction projects for public art (or via the Administrative Services Department).
2. Coordinates project integration at site with Cultural Arts Office and artist.
3. Representative serves on selection panel/public art advisory committee.
4. Co-hosts dedication of public artwork.
5. Maintains artwork according to conservation directions in consultation with the Cultural Arts Office.

Artworks

The City of Carlsbad wishes to encourage the broadest interpretation of art and the diverse venues used by artists. Artworks may include all forms of original creations of visual art which may be portable as well as permanent. The various media and materials which can be used by contemporary artists include but are not limited to the following:

1. Sculpture: Free standing, wall supported or suspended; kinetic, electronic, etc., in any material or combination of durable materials.
2. Murals or portable paintings: In any material or variety of materials, with or without collage or the addition of non-traditional materials and means.
3. Earthworks, fiber works, neon, glass, mosaics, photographs, prints, calligraphy, any combination of forms of media including sound film, holographic and video systems, hybrids of any media and new genres.
4. Standardized fixtures such as gates, streetlights, etc., may be contracted to artists for unique or limited editions, provided the work is designed specifically for the city as public art.
5. Architectural elements designed and executed by visual artists in collaboration with an architect or landscape architect; which may be incorporated into, upon or adjacent to publicly funded structures or projects such as streetscapes and other development efforts.
6. Design elements incorporated into a Capital Improvement Project that are designed by an artist for fabrication and execution by the project contractor.

Exclusions

The following items are identified as ineligible for inclusion in the city's Art in Public Places Program.

(These items may be funded through other programs or departments within the city, but they do not fall within the parameters of public art):

1. Directional elements such as supergraphics, signage or color coding except where these elements are integral parts of the original work of art.
2. "Art objects" which are mass produced as a standard design such as playground equipment, fountains or statuary objects.
3. Reproductions, by mechanical or other means of original works of art, except in cases of film, video, photography, printmaking or other media arts, specifically commissioned by the city.

4. Decorative, ornamental or functional elements which are designed by the building architect as opposed to an artist commissioned for this purpose.
5. Landscape architecture and landscape gardening except where these elements are designed by an artist and/or are an integral part of the work of art by an artist.
6. Services or utilities necessary to operate or maintain the artwork over time.
7. Existing works of art offered for sale or donation to the city which do not have an established and recognized significance as public art among art professionals and art appraisers.
8. Works of art which are not publicly accessible.
9. Works of art which cannot reasonably be maintained within the resources allocated by the residents of Carlsbad.

Project Parameters

In coordination with the schedule of the Capital Improvement Project or of a public art project obtained through other means, the Cultural Arts Office proceeds according to the following steps:

1. Project Identification: The Cultural Arts Office starts the project after consultation with the Administrative Services Department, Host City Department and the Carlsbad Arts Commission.
2. Administrative Parameters: Following initial consultations with the city department concerned with the project, the Cultural Arts Office will convene a meeting of the public art advisory committee. The public art advisory committee shall consider and make recommendation to the cultural arts manager and the Carlsbad Arts Commission regarding the following aspects:
 - a. Project site and the scope of the project.
 - b. Project guidelines to be used for the artwork. These guidelines might suggest the possible venue (mural, freestanding sculpture, architectural element, etc.)
 - c. Selection criteria for the project to be used by the committee members.
 - d. Project calendar developed in conjunction within the overall schedule.

Following Cultural Arts staff and Carlsbad Arts Commission (if needed) approval, the following steps will be taken;

1. Administrative components:
 - a. Develop and send requests for qualifications, requests for proposal(s) or prospectus to artists.
 - b. Develop a project outline to further define the goals and objectives of the art project.
 - c. Prepare all necessary materials, entries or proposals for the public art advisory committee.
2. The public art advisory committee meets to select an artist or an artwork. All finalist or selected artworks (proposals) should be ranked in the order of selection in case the chosen artists cannot complete the project.
3. Selection approval: All selections and finalists are submitted to the Carlsbad Arts Commission.

Design Only

4. Upon acceptance of the artist by the Carlsbad Arts Commission, the Cultural Arts Office will negotiate a contract with the artist.
5. Design Phase: The artist develops the design in consultation with the Cultural Arts Office and the Host City Department.

Design and Fabrication

6. When artwork includes fabrication, a contract is approved prior to the design phase for both design and fabrication. Upon acceptance of the design by the Carlsbad Arts Commission and approval from City Council, the artist may proceed to the fabrication stage of the contract.

According to the terms and timetable defined in the contract, the project(s), plans, schematics and structural engineering drawings (if necessary) are submitted. Agency requirements or permits are obtained at this time.

Payments will be outlined in the contract(s). Final payment is held until all phases of the contract are completed.

7. Project dedication: Dedication is planned with the Cultural Arts Office, artist, Host City Department and Communications Office.

Site Selection Guidelines

All sites for public art will be reviewed and approved by the Cultural Arts Office and the Carlsbad Arts Commission. The selection of an artwork and the appropriate media are determined on a project-by-project basis.

The public art advisory committee will consider:

1. Accessibility of the site. The site must be accessible or visible to the public.
2. Interior or exterior placement.
3. Suitable locations for public art. Locations may include surface treatments on buildings, retaining walls or bridges. Other locations may include design elements or free standing works adjacent to or upon the Capital Improvement Project site. The definition of location may be expanded by an artist's ability to extend the possibilities of public art in an unconventional manner. This will be considered on a case-by-case basis.
4. Appropriateness of materials in relationship to the overall project. This includes consideration such as durability and resistance to vandalism.
5. Community context should be considered in all cases.
6. Historical, environmental and cultural factors of the project area.
7. Environmental factors such as land forms, geographic features or predominate or pre-existing structures or landmarks at a Capital Improvement Project site.

Community representatives will be consulted by the public art advisory committee when studying a public art site. Also, community representatives will be included in the public art advisory committee.

Eligible Costs

1. Professional fees for the artist(s).
2. Required permits or certification fees including structural engineering.
3. Studio and operating costs incurred in the fabrication of commissioned artworks.
4. Fabrication costs including artist's labor, materials, subcontractor and studio assistant fees, and contracted services required for production, transport and installation of the work of art.
5. Communication and indirect costs (including insurance and utilities).
6. Travel expenses of the artists(s) for consultation with the city or its agents, or for site study and/or inspection by the artist or the artist's consultants doing research for the project.
7. Site preparation or modification directly related to the installation of the artwork.
8. All required services to install the commissioned artwork (including subcontractors), except site landscaping or modifications not directly related to the artwork.
9. Documentation from the artist of the artwork required by the city (i.e. accession report, conservation record, photo documentation, etc.).
10. Administrative costs.

Ineligible Costs

The city's Art in Public Places Program will not fund the following:

1. Any fees paid to an artist's agency, gallery or dealer; or any referral, commission or fee paid to an art consultant; or any fee paid to other arts professionals not directly involved in the engineering, fabrication or installation of the artwork.
2. Architectural or decorative elements designed by an artist, but not specifically commissioned by the city for a Capital Improvement Project site; or existing art elements which do not receive approval through the city's regular public art acquisition process.
3. Any costs incurred as a result of cost overruns incurred by the artist or contractor.

Administrative Costs

Up to 20 percent of the funds budgeted for a public art project may be used by the city for administration or conservation and related expenses incurred in the process of commissioning a public artwork. These expenses may include the following:

1. Information and publicity materials regarding public art projects.
2. Consultant or curatorial fees for services utilized by the city in the selection of an artist.
3. Developing, printing and distributing a request for proposal, request for qualification or a call for artist's project prospectus.
4. Travel expenses incurred by consultants and city staff deemed necessary to the project; and for artists selected as finalists who are required to travel for public art advisory committee meetings upon the city's request.
5. Proposal development fees for artist upon being selected to design, exclusive of travel and per diem; or maquette fees as approved by the Cultural Arts Office.
6. Technical assistance or advice to the cultural arts office staff as required to inspect, develop or install an artwork. Also, costs incurred in relationship to any structural integrity and safety compliance inspection or examination.
7. Rental of storage space as required which may be due to delay installing the work, should the city fail to prepare the site at the agreed upon installation date.
8. Documentation and media services required in the accession of the artwork into the public art collection, including plaques or labels.
9. Project dedication ceremonies and civic receptions related to public art projects.
10. Conservation costs: (See below for more details).
11. Community involvement and education related to public art.

Conservation Costs

Part of the 20 percent administration costs for a public art project may be held in a trust fund to conserve, maintain and repair artworks as needed by the city. The percentage amount will be determined by the Cultural Arts Office, and may be used as follows:

1. Routine maintenance: Removal of dust, dirt, maintenance of protective surfaces; tightening, adjusting or oiling; trimming of plant material (if part of the actual artwork), general cleaning (usually paid by the Host City Department).
2. Cyclic maintenance: Repainting, sealing, disassembly for inspection, reapplying protective surfaces, repatination (in specific cases).
3. Repair or restoration: Replacement of damaged or broken parts, manufacture of defective components, replacement of substructures or mountings, resurfacing (in extreme cases).
4. Removal and/or deaccession: The removal and destruction of an artwork upon the determination for deaccession and disposal as described in the deaccession report.
5. Inspection: Any costs related to the inspection of a public artwork, including the fees or costs incurred in hiring conservation professionals as consultants.

The conservation fund will not be used for the relocation of an artwork. The only exception will be if the relocation is to protect the work. In most cases, the host city department should pay for any relocation requested by that department. Funding for conservation costs and other maintenance may also be funded by direct allocation by City Council for such activities.

SELECTON PROCEDURES

General Process

The following methods may be used to select public art:

1. Open Competition: The proposed commission and site are widely publicized. Proposals are accepted from all qualified artists. A "Call to Artists" prospectus will be mailed to artists registered with or requesting forms from the Cultural Arts Office. Depending on the size of the commission, the competition may be local, regional or national. No proposal development fee will be paid at the initial stages. A fee will be paid to finalists only following their selection and upon approval by the Carlsbad Arts Commission.
2. Limited Competition: A small number of artists will be invited to participate in the competition. Each artist will be paid a fee to develop a proposal to be presented to a public art advisory committee for study and recommendation.
3. Collaboration: Based on reputation and experience, an artist is invited to develop a proposal for the site or to work collaboratively with architects, engineers or landscape architects to create artwork integral to a project.
4. Artist Registry: Periodically, the Cultural Arts Office may send out a call for artists or a request for qualifications to develop an artist registry for future public art projects.

Artists will be required to submit specific information to the Cultural Arts Office to be included in the registry for consideration for future public art projects. From time-to-time, selection committees may review the registry in selecting artists for art in public places project. In addition, the registry can be made available to developers as a resource. Applicants may also be considered for temporary exhibitions or special community projects.

When the Cultural Arts Office opens the registry for submissions, a public art advisory committee will be convened to act as a selection panel. The artist's registry offers the opportunity to consider all interested artists.

Public Art Advisory Committee

The public art advisory committee advises the Cultural Arts Office and Carlsbad Arts Commission on matters pertaining to public art and acts as the selection committee for public art projects. The members of a public art advisory committee will be selected on the basis of each members' specific expertise relating to public art or relationship to the project. Public art advisory committees may be convened by the cultural arts manager on a project specific basis or to serve on multiple public art projects. The committees meet (as necessary) to complete the artist selection or proposal review.

Voting members: All voting members shall meet the criteria established in at least one of the following four categories:

1. Artists or arts professionals who are:
 - a. Knowledgeable about contemporary art of related fields.
 - b. Respected within their field.
 - c. Capable of communicating effectively in a jury process.
 - d. Willing to be available for multiple or follow-up meetings if necessary (No geographical restrictions on artists or arts professionals selected).
2. Carlsbad Arts Commission members who are assigned to the public art committee and who are:
 - a. Willing to represent the commission and the local community's interest in a public art project.
 - b. Willing to familiarize themselves with the public art process.
 - c. Capable of communicating effectively in a jury process.
 - d. Willing to be available for multiple or follow-up meetings if necessary.
3. Residents of Carlsbad who are:
 - a. Willing to represent the local community's interest in a public art project.
 - b. Willing to familiarize themselves with the public art process.
 - c. Capable of communicating effectively in a jury process.
 - d. Willing to be available for multiple or follow-up meetings if necessary.

4. City or other agency representative(s) who:
 - a. Represent the department or departments involved in the project to include public art.
 - b. An expert in the design, planning or implementation of the specific project involved.
 - c. Willing to carry out the City Council's mandate to implement an arts element.
 - d. Willing to be available for follow-up meetings and department consultations.

Non-voting members: The purpose of non-voting members is to offer advice and expertise to the public art advisory committee.

The panel may include the following non-voting members:

- a. Cultural Arts Office staff members.
- b. City department or agency representatives.
- c. Architects or engineers who may be involved on a Capital Improvement Project.
- d. Neighborhood association representatives or residents at large who live in the community.
- e. State or federal agency representatives either providing funding or granting permits for a public art project.
- f. Experts of paid consultants who have specialized knowledge required for a specific aspect of a project.

The public art advisory committee shall have the following responsibilities:

- a. Recommend artist(s)/artwork for each project to the Carlsbad Arts Commission.
- b. The cultural arts manager will facilitate the Carlsbad Arts Commission's determination of the public art advisory committee.
- c. The Carlsbad Arts Commission shall appoint two to three members to serve on the public art advisory committee. The public art advisory committee shall serve at the discretion of the cultural arts manager and may be removed by the cultural arts manager.

Selection Guidelines

Selection guidelines are established for each project by the Cultural Arts Office staff, with input from the Carlsbad Arts Commission. Each proposed project will be evaluated as to: artistic merit and appropriateness in terms of scale, materials and context relative to the site.

Artists will be selected on the basis of their qualifications as demonstrated by past work, appropriateness of the proposal to the particular project, and its probability of successful completion. In selecting artists and works of art, the panel shall recommend those artists and works of art of the highest aesthetic and artistic quality, and those which fulfill the goals of the project and the Art in Public Places Program. In all cases, consideration will be given to content, materials, construction, durability, maintenance, public access and safety; as well as site selection guidelines on page 12.

The Carlsbad Arts Commission will review the selection forwarded by the public art advisory committee and vote to accept or reject the recommendation. If the Carlsbad Arts Commission approves the selection, the Cultural Arts Office will proceed with the project and initiate the City Council approval process.

Appeal Process

The Carlsbad Arts Commission and the Cultural Arts Office have adopted a policy that provides for a process of appeal by an organization or individual whose proposal was not approved. The city manager makes final decisions in all matters in dealing with the denials of public art proposals based on staff input and the Carlsbad Arts Commission recommendations. Arts Commission meetings are public meetings held throughout the year, and provide opportunities for citizen comments on program guidelines, general and specific Carlsbad Arts Commission and Cultural Arts Office policies, objectives, budget requests, and other matters. During these meetings, public comment from organizations, artists and members of the public is encouraged. Contact the cultural arts manager for more information regarding an appeal of any public art proposal submission.

INSURANCE AND RISK MANAGEMENT

1. All public artworks commissioned by the city will be submitted to the risk manager at the planning and contract negotiation stages.
2. The risk manager will determine:
 - a. If liability insurance will be required.
 - b. The extent of coverage and limits of liability.
 - c. Any additional insurance or coverage required for fabrication and installation.
3. All artists working on a public art project are required to provide proof of automobile liability coverage to the risk manager if driving within the City of Carlsbad.
4. Additional certificates of coverage may be required if requested.

POLICY ON DONATED WORKS, GIFTS AND ACCESSIONS

Acquisitions Policy

Donated Works

Ordinance No. 1279, Chapter 2.18 of the Carlsbad Municipal Code states that the Arts Commission shall have power to “review and make recommendations upon all works of art to be acquired by the City, either by purchase, gift or otherwise and their proposed locations”. The City of Carlsbad encourages donations of works of Art in Public Places Program. As the City of Carlsbad grows, more and more people are interested in contributing to the cultural life of the city through the donation of works of art. There are instances, however, where work may be significant but not appropriate to accept: the work may be too costly for the city to install, or no appropriate site can be found, or maintenance may be costly; for example. The city wishes to encourage donations of works of art, but at the same time it must be sensitive to its fiduciary and stewardship responsibilities as well.

When gifts or donations are proposed for the commissioning or placement of major works of art or works of cultural or historic significance with any city department, the proposal shall be reviewed by the cultural arts manager and forwarded to the Carlsbad Arts Commission for review and consideration. This procedure shall also apply to works of art proposed for long-term loan to the city long term loan is defined as any loan longer than one year.

Objectives of this policy are:

- To provide uniform procedures for review and acceptance of gifts and long term loans of works of art or works of cultural or historic significance to the City of Carlsbad.
- To vest in a single city agency the responsibility for ensuring management and oversight of the city’s public works of art.
- To facilitate placement of works of art in city facilities or on city land.
- To maintain high artistic standards in works of art displayed by the City of Carlsbad.
- To provide for appropriate recognition of donors of works of art to the City of Carlsbad.

Procedures for potential donors are as follows:

1. The donor notifies the Cultural Arts Office in writing of his/her desire to donate an artwork or works of cultural or historic significance to the city, providing as many details as possible about the proposed gift.
2. Cultural Arts Office staff may consult with the donor on site selection and in development of cost estimates for installation and maintenance. The donor may also be asked to provide a professional appraisal of the artwork and disclose the value in writing.
3. The cultural arts manager will convene a public art advisory committee to review the proposed donation.

4. The public art advisory committee shall develop a recommendation on the acceptability of the gift of artwork based on the following criteria:
 - a. Its aesthetic quality.
 - b. The professional credentials of the artist.
 - c. Its suitability for public display in terms of: vulnerability to vandalism; safety; costs of site preparation, installation and insurance; and technical feasibility.
 - d. The most appropriate site for its installation and the ability of the recipient city department to maintain the site and the artwork.
5. The recommendation of the public art advisory committee is then brought forward to the Carlsbad Arts Commission for consideration.
6. If the Carlsbad Arts Commission rejects the donation offer, it is returned to the donor.

If the Carlsbad Arts Commission decides to move forward on the donation proposal, they can proceed in two ways:

1. The Carlsbad Arts Commission can make a recommendation to City Council to accept the artwork donation.
2. The Carlsbad Arts Commission can seek public input. Information about the work (model, renderings, artist information) is put on public display for review and comments from the public. Comments are then brought back to the Carlsbad Arts Commission who considers the matter for a second time and in turn, rejects the donation proposal or makes a recommendation to City Council to accept the artwork.
3. The City Council accepts the gift.
4. The city will only accept gifts without restrictions and waiver of all rights.

Upon acceptance of the art donation/gift, the Cultural Arts Office will complete an accession report along with a conservation record and an accession report. Once the gift and donations are accepted by City Council, the artwork becomes a part of the city's public art collection.

Temporary Public Art for Exhibition:

All of the above policies apply to donated artworks with the following exceptions:

1. An appraisal may or may not be required for temporary artwork.
2. The Carlsbad Arts Commission will make the determination if a temporary artwork loan is appropriate.
3. City Council approval will not be required for temporary art, except in cases involving public safety or other issues identified by the Cultural Arts Manager or the Commission.
4. Temporary public art and other visual art programs initiated or sponsored by the Cultural Arts Office do not require Carlsbad Arts Commission or City Council approval.

Donated Funds for Public Art

From time to time, individuals, civic business or corporate groups may wish to donate funds for the acquisition and placement of public art within the city or for maintenance of public artworks. The Carlsbad Arts Commission and the city wish to encourage donations of artwork or funds to acquire and maintain artworks.

All donated funds will be deposited in a special revenue account dedicated for the purpose of supporting public art upon acceptance by the City Council. All funds will be accepted without restriction or stipulations.

All funds will be spent in accordance with the provisions of the acquisitions policy, with the exception of sections addressing appraisal and review for acceptability of the gift.

Artworks acquired with the donated funds will be selected according to the selection procedures outlined in this document (see page 15).

Panel Review Process for Gifts and Donations

A public art advisory committee will review the artwork and develop a recommendation for the Carlsbad Arts Commission on the acceptability of the gift or donation. The donation will be processed according to the procedures outlined in the Art in Public Places Program. Upon acceptance of the art donation/gift, the Cultural Arts Office will complete an accession report along with a conservation record. Once the gift and donations are accepted by City Council, the artwork becomes part of the city's Art in Public Art Collection.

COLLECTION MANAGEMENT

Collection Management Goals

One of Carlsbad's Art in Public Places Program goals is to administer, maintain and conserve the public art collection. The premises for this goal are as follows:

1. Public art held in the civic collection are held as a public trust. The Host City Department has a legal obligation to protect artworks as both public assets and as objects of cultural significance.
2. Public art which is well cared for demonstrates a commitment to the cultural vitality of the city, and is a symbol of a community's civic pride.
3. The care and maintenance of a public artwork preserves the original intention of both the artist and the civic leaders who sponsored the artwork.
4. It is less expensive to maintain an artwork on a routine basis that it is to restore a damaged or neglected artwork.
5. A well-maintained artwork is a fixed public asset which retains its value and may appreciate in value over time.

All artworks acquired by commission, purchase, gift, or other means will be a fixed asset of the Host City Department and the city, and all artworks within the public art collection will fall under the administrative authority of the Cultural Arts Office. To ensure that the city and the public are offered a full accounting of public funds and assets regarding the public art collection, the Cultural Arts Office will maintain a complete registry of works within the collection.

Responsibilities:

Cultural Arts Office:

The Cultural Arts Office will provide for the inspection of and will report on each work of art in the public art collection on an ongoing basis, including the following information;

- a. Present location of the artwork.
- b. Present condition of the artwork.
- c. Recommendations in regard to necessary maintenance or repairs of the artwork.
- d. This regular inspection may be carried out by Cultural Arts Office staff, or may be contracted to a qualified individual or an approved conservation service.

Host City Department:

- a. Routine maintenance will be the responsibility of the Host City Department in consultation with the Cultural Arts Office. All repairs must be consistent with the routine maintenance schedule as completed by the artist and the Cultural Arts Office.
- b. In the case of extraordinary maintenance or repairs to the artwork, the Host City Department and the Cultural Arts Office may negotiate the manner and funding for the repairs.

- c. The Host City Department will not affect any extraordinary maintenance or repair to an artwork without the consent of the Cultural Arts Office.
- d. The Host City Department will not move an artwork from the site for which it was selected or remove it from display without prior approval of the Cultural Arts Office and the Carlsbad Arts Commission.

Deaccessioning Policy

Deaccessioning is defined here as the process by which the Cultural Arts Office and the Carlsbad Arts Commission recommends, acting in accordance with the policies and procedures City Council has adopted, approval to oversee the disposal of a work of art from the City of Carlsbad's public art collection through sale, trade or other public means. Periodically, the city's public art collection shall be evaluated by the Cultural Arts Office in order to determine what works, if any, will be deaccessioned.

It is recognized that the deaccessioning of artworks is a very delicate matter, and must be handled with the greatest diplomacy. Any apprehension on the part of donors and/or artists that their works might be disposed of to pay operating expenses or to satisfy the trading desires of the city could easily discourage and alienate potential donors and/or artists.

Moreover, if not properly conducted, deaccessioning can cause irreparable harm to the city's public art collection and, in certain cases, lead to legal action against the city. The Cultural Arts Office has a fiduciary obligation to maintain the public art collection for the benefit of Carlsbad residents.

The policies outlined below shall be subject to periodic review. From time to time, as necessary, the Carlsbad Arts Commission may recommend incorporation into this policy such additional guidelines as it deems essential.

Policies

1. No work of art may be deaccessioned until all policies set forth below have been observed.
2. Criteria for selecting works for deaccessioning:
The City of Carlsbad may choose to deaccession works only if, in the opinion of the cultural arts manager, they meet at least one of the following criteria:
 - a. If the city cannot properly care for or store the works.
 - b. If the works have little or no aesthetic and/or historical/cultural value.
 - c. If the works represent in large quantity a single artist of minor stature. In such a case, staff may recommend it both sufficient and desirable to retain only a representative selection.
 - d. If the works are duplicates (e.g., prints, sculptures, multiples) of lesser quality of works already in the collection.
 - e. If the work are copies or pastiches without significant historical, documentary or aesthetic value.

- f. If the works are forgeries or fakes. The Cultural Arts Office staff is responsible for ensuring that any forgery or fake it disposes of be identified as such when it leaves the city's public art collection.
 - g. Works whose condition requires restoration in gross excess of their aesthetic value or works is such a deteriorated stat that restoration would prove either unfeasible or misleading.
3. Application of monies raised from deaccession.

Monies raised from the sale of deaccessioned works shall be placed in a special revenue fund to be used only for acquisitions of new works or restoration for works in the city's public art collection.
4. Deaccessioning through trade.

In some cases, the Carlsbad Arts Commission may recommend to trade a deaccessioned work for another by the same artist.
5. All deaccessioned works are disposed of through public negotiations whether by sale, trade, or other means; unless that artwork is determined to be destroyed and beyond repair. In the first instance, the original artist will be offered the deaccessioned work, to be removed at the artist's expense.
6. Acknowledgements.

In acquiring an object through trade or through monies raised from the sale of deaccessioned objects, the Cultural Arts Office acknowledges in the credit of the acquired object the donor(s) of the original object or objects.
7. No work of art may be deaccessioned from the city's public art collection before five years have elapsed; unless that artwork is deemed to be destroyed and not repairable.
8. In keeping with the California Resale Royalties Act, if a deaccessioned work of art is sold, 5 percent of the sale price of any work valued over \$1,000 will be given to the artist who created the work, provided that the artist can be located by reasonable means. If the artist cannot be found, the Resale Royalty shall revert to a City of Carlsbad special revenue account dedicated for the purpose of supporting public art.
9. A recommendation for deaccessioning will be developed by the cultural arts manager and presented to the Arts Commission for review and approval. The Carlsbad Arts Commission will make a recommendation to City Council for deaccession. City Council ultimately makes the final determination.

Request for Removal or Relocation of Public Art

Procedures

A person wishing to remove or relocate a work in the City of Carlsbad's public art collection from its current display location must first complete a "Request for Removal or Relocation of Public Art" form (hereinafter, "request") sign his/her name, and mail or email the completed form to the Cultural Arts Office.

The request will be reviewed by the cultural arts manager. The cultural arts manager shall review the request and all available and relevant file material associated with the original development of the project. The cultural arts manager will forward a recommendation to the Carlsbad Arts Commission.

The Carlsbad Arts Commission will then review the "request", associated file materials and the cultural arts manager's recommendation and vote on a recommendation. If the Carlsbad Arts Commission disagrees with the complainant and votes not to recommend removal or relocation of the artwork, the matter ends. If the Carlsbad Arts Commission agrees with the complainant and votes to recommend removal or relocation of the artwork, the recommendation will be forwarded to City Council for final decision.

The complainant shall be notified of the Carlsbad Arts Commission's decision within 120 days of submitting the request.

Deaccessioning Report

The Cultural Arts Office will determine to deaccession a work of art when necessary due to deterioration, loss or transfer by gift, sale or exchange.

Deaccessioning an artwork will be recorded. A brief report should accompany these records stating who authorized the deaccession of the work, when the work was removed and how the work was disposed of.

CALL *for* ARTISTS

OPEN COMPETITION

Permanent Public Art:
Request for Qualifications,
Artist Selection, Conceptual
Design and Fabrication

Veterans Memorial Park

Capital Improvement Program, Project No. 4609

Date Issued	Thursday, Aug. 31, 2023
Due	Tuesday, Oct. 24, 2023 by 4 p.m.
Contact	Tonya Rodzach Public Art Coordinator Library & Cultural Arts City of Carlsbad 1775 Dove Lane Carlsbad, CA 92011 442-339-2090 arts@carlsbadca.gov

Table of Contents

Call for Artists Qualifications to Provide Services	2
Project Description	2
Background	2
Honoring the History and Location	3
About the City of Carlsbad	3
Arts and Culture in Carlsbad	3
What to Expect with the Project	4
Submittal Requirements, Eligibility and Selection Criteria	6
Budget	7
Project Schedule	7
Exhibit A, Public Art Site Maps	9
Exhibit B, Professional Services Design Agreement	10
Exhibit C, Public Works Fabrication Contract	19
Exhibit D, Public Input Summary	64
Exhibit E, Public Input Results	67

Call for Artists Qualifications to Provide Services

The City of Carlsbad's Library & Cultural Arts Department seeks to qualify an artist or artist team to enter into an agreement to develop a site-integrated artwork for the Veterans Memorial Park (Capital Improvement Program, Project No. 4609) is located on 93.7 acres, near the intersection of Faraday Avenue and Cannon Road, Carlsbad, California. The park's permanent public art featured prominently on the upper plateau, where visitors can enjoy views of the lagoon, ocean and golf course. As a **site-specific piece**, the public art will serve as a **truly special way to honor and evoke the spirit of those who have served our country**.

Project Description, Veterans Memorial Park

Overview

The City of Carlsbad Veterans Memorial Park site is located southeast of the Agua Hedionda Lagoon. It's bordered on the west and south by Faraday Avenue, to the north by Whitman Way, and to the southeast by the Macario Canyon and Veterans Memorial Park Open Space Preserves. The site is 93.7 acres of which 48 acres are developable. The remainder of the site is protected habitat. The topography of the site is characterized by gentle south to southwest facing slopes. The Parks Department worked with RJM Design firm to develop the [Veterans Memorial Park Master Plan](#) which is the basis of design for entitlements and construction documents and reflects the community's recreational desires while balancing park development in a way that is sensitive to the surrounding natural habitat.

Background

In November 2018, the landscape architecture firm RJM Design Group was retained by the city to develop the [Veterans Memorial Park Master Plan](#). The firm's scope of work included a public outreach process designed to gather community input and synthesize that input into a master plan. Additionally, objectives that informed the basis of design include an emphasis on avoidance of sensitive habitat areas, maximization of stormwater retention, and safety and visibility.

The design intent is a family-oriented park with a variety of multi-generational and inclusive amenities that are incorporated into active and passive recreational elements. Honoring veterans for their service, minimizing environmental impacts, and celebrating the site's natural beauty and views are also integral components. Park facilities and trails are interwoven with open space and the variety of recreational activities and park elements in the master plan are designed to encourage educational benefits and active or passive participation by users of all ages and interests.

The park is physically separated into two distinct areas (north and south) which transition through passive uses and natural open space to a prominent memorial element at the high point of the site. The plaza on the north side opens into the large community gathering area, with shaded pavilions framed by seat walls. The building at the plaza entrance includes a catering support room, small office, restrooms, storage and maintenance closet. An inclusive, universally accessible playground and family and group picnic areas are proximal to the main gathering area, allowing for convenient access from the parking lot. Further up the slope, a nature inspired playground provides a more challenging play experience.

Honoring the History and Location

Veterans Memorial Park represents an intersection of park and memorial as a space that holds multiple histories. The elegance of the natural landscape is amplified, not interrupted by the man-made forms and structures. This site's memorial will not be assigned to one perspective but rather to individuals, histories and nature. It will be a place where every visitor becomes a participant, not an observer.

In community input workshops and surveys, many commented that Veterans Memorial Park could be linked by a common desire for a space that addresses physical, emotional and environmental health. Veterans Memorial Park will become that critical connection point between land and people, self and others, young and old, seekers and wanderers, and history to the present day. It will truly be a public space that embraces overlapping needs and desires.

This new community resource becomes a place one that can be discovered over time, resulting in:

- A place where veterans are honored for their sacrifice and pursuit of hope and happiness
- A space where we see ourselves and recognize each other
- A physical and psychological environment that allows us to see the world in a new way
- A space for expression and understanding, as well as physical and mental health

About the City of Carlsbad

Now a city of roughly 115,000, the city is still known as a “village by the sea” and prides itself on its small, coastal town feel. No longer reliant on agriculture as a sole economic engine, the City of Carlsbad is a popular tourist destination and home to a number of commercial and industrial enterprises. Its enviable location between San Diego and Los Angeles, striking coastline, fertile soil and temperate climate all ensure the city's attractiveness and growth into the 21st century.

Arts and Culture in Carlsbad

Arts and culture have long been an essential component of Carlsbad life. Founded in 1986, the city's [Cultural Arts Office](#) provides cultural services throughout the community and works with a host of partners to expand arts programming and deepen arts appreciation. Two of its most popular programs have been TGIF Concerts in the Parks, a free musical series offered each summer, and the William D. Cannon Art Gallery, presenting works by local, regional and international artists. Today, the city recognizes the value of a strong arts and culture community as an integral part of daily life, as well as the strong growth of the arts and creative economies within the region.

In June 2018, City Council approved the [Arts & Culture Master Plan](#) that supports the City of Carlsbad's commitment to these following core values: High-quality programs, dedicated resources and history of partnership.

The guiding principles outlined in the Arts & Culture Master Plan elevates the role of the Cultural Arts Office to expand from a provider of arts programming and funding into a broader set of new roles that allow the city to realize this vision of the arts and culture in everyday life while stimulating an expanding creative sector economy. This effort continues to build on its ability to bring residents together with the city as a leader in bringing innovative ideas to the community, partnering with local groups to create capacity within the creative sector and connecting across city departments and among city partners.

The city's Cultural Arts Office supports quality arts and cultural programming that promotes the representation and participation of diverse groups of individuals, including and not limited to people of differing abilities, class, generations, ethnicities and races, gender identities, religious or spiritual beliefs, sexual orientations and veteran status.

About the city's Art in Public Places Program

The city's public art program has a prominent and significant history. The city's [Art in Public Places Program](#) integrates art and the vision of artists into the development of public settings by collaborating with local, regional and nationally-known artists to include the values and history of our community into their work.

The goals of the program are:

- To increase the understanding and appreciation of art in public places of Carlsbad residents and visitors.
- To acquire and commission quality and diverse works of art for community enrichment that is site specific and environmentally responsive.
- To encourage participation of diverse socioeconomic and ethnic groups in the art in public places program and process.
- To support and involve artists in developing, collaborating and implementing Carlsbad's public spaces and community development projects.
- To encourage collaboration between artists and architects, landscape architects and civil engineers for public projects.
- To encourage an environment for artistic creativity in Carlsbad and promote Carlsbad as a local, state and national leader in arts, culture and public art.
- To increase awareness of Carlsbad's art in public places activities as an integral component for attracting business and tourism to Carlsbad.

For more information, visit the city's public art program and the city's permanent collection [webpage](#).

About the city's Public Art Process

Tied to the city's Capital Improvement Program budget and plan, the Art in Public Places Program is administered by the city's Cultural Arts, which follows a set of policies and procedures that guides the entire process.

The public art process involves:

- Launching into conversations about the value and importance of public art with key stakeholders
- Organizing a Public Art Advisory Subcommittee representing all stakeholders
- Initiating an artist selection process
- Designing public forums for community dialogue and responding with specific designs
- Finalizing design concept for public art
- Engaging in review and approval by various city Boards and Commissions, like Arts Commission and City Council
- Finalizing and installing new public art
- Maintaining the public art

What to Expect with this Project

A key component of Carlsbad's Art in Public Places Program is an emphasis on public participation throughout the artwork selection process, ensuring that the works of art are integrated into the physical and social environment of the city and reflect the broad range and interests of the community. A focus has been placed with gathering input from our local veteran community as part of the kick off the public art design process. Led by the city's Communication & Engagement Department, public input was gathered this summer (2023) to help inform the artist or artist team who wishes to submit for this public art project. The city sought input from military veterans and from those currently serving in the military and their family members. This information is included in this Call for Artists Qualifications (Exhibits D and E).

Additional future dialogue will be incorporated throughout the development of the Veterans Memorial Park public art component to allow for the community to provide input by sharing their viewpoints. There will be multiple opportunities through a variety of communication outlets for the public to provide feedback to city staff, the artist(s) and other project related entities. The ideas developed through collaborative efforts will succeed in implementation.

The city's Art in Public Places Program is created in the community's interest and designed to create dynamic aesthetic experiences that engage Carlsbad's community, as well as instilling a sense of place that's welcoming to this distinctive area. Ultimately, this project deepens the city's commitment to public art and the arts, in general, and broadens its value to the quality of life.

Prospective Site

See the attached Exhibit A.



(View from upper plateau, site for public art)

Submittal Requirements, Eligibility and Selection Process

The Call for Artists Qualifications is established professional artists residing and eligible to work in the United States. Special consideration will be placed to those artists who have served in the military services or who have immediate family connections to those who have served our country.

Artists or artists teams will be rated on a total of 100 points, and will be required to submit the following information:

Artist Vitae and Statement of Interest.

Description of the artist or artist team's interest in the project, artist's statement to include the approach and style of work and relevant experience, any military connections, or background that qualifies you for this project.

[Rating criteria weight: 30 points]

Artist Portfolio.

A minimum of six (6) and up to ten (10) samples of past work, including an annotated image list stating the title of the piece, commissioning body, project budget, date, medium and dimensions.

[Rating criteria weight: 40 points]

Work Experience and Working within the Public Sector.

List public art projects conducted in the public sector; documentation of three or more public art commissions over \$125,000 per project. List materials costs, rates and other costs per referenced project. Provide brief (no more than 200 words) narrative on public engagement process involved with each project. Artist or artist teams should have extensive public outreach experience. Include contact information: name, organization, title, their role in the project scope, address, phone, email with the list of references.

[Rating criteria weight: 25 points]

Estimated Labor Costs, Materials Costs, Project Schedule and Value-Added Offerings.

Estimated labor costs, itemized materials costs and a schedule for completion of work for the proposed project. Value-added offerings describe how the artist or artist team will provide the best value to the City of Carlsbad. Value-added offerings could include rates, specialized expertise, project management approach to increase efficiency, familiarity with the City of Carlsbad or other ways you will ensure maximum value for dollars spent.

[Rating criteria weight: 5 points]

Submitted materials will be reviewed, considered and evaluated by the Public Art Advisory Subcommittee. This will result in a short-list of qualified artists or artist teams. Once the short-list has been finalized, then artists or artists teams are invited to give a presentation and participate in "in-person" interviews. Artists and artist teams will need to describe their past experiences and qualifications on how it relates to the current Call for Artists Qualifications. This presentation and interview will take place with the Public Art Advisory Subcommittee. The city will offer a standard and reasonable payment to all participating artists and artists teams. The Call for Artists Qualifications process does not involve that the artist or artist team prepare any specific ideas or design concepts based on the information included in this Call for Artists Qualifications document. Once an artist or artist team is selected and an agreement for the design phase has been fully executed, then at that time the artist or artist team will learn more about the project through site visits and interactions with city staff, the design team and through multiple conversations and input by community stakeholders.

Artists whose work is already represented in the city's public art collection are eligible to apply, but the Public Art Advisory Subcommittee will consider artistic diversity of the city's overall public art collection as one factor in the selection process.

The selection process will take place in multiple steps:

- City staff will begin reviewing the artists' images, qualifications, and other materials to identify the completeness of the submission application materials. Once submission application materials have been reviewed, then the first Public Art Advisory Subcommittee meeting will commence.
- The Public Art Advisory Subcommittee comprised of city Arts Commissioners, arts professionals, community members, project team members, and city staff will conduct the first round of scoring based on the rating criteria included in this Call for Artists Qualifications document. Once reviewed and scored, a short-list of artists or artist teams.
- The short-list of artist or artist teams will be invited to give presentations and prepare to be interviewed at the second Public Art Advisory Subcommittee meeting.
- From these presentations, the Public Art Advisory Subcommittee will make recommendations on which artist will be selected and invited to enter into a design agreement, then develop a site-specific proposal for artwork.

The selected artist or artist team will enter into an agreement (Exhibit B) for the design portion with City of Carlsbad. Once the design agreement has been fully executed, then the artist and artist team will work with city staff on meeting with various community military organizations to continue gather input to support developing the proposed design concept. The artist's design proposal must then go out to receive public input, and then be reviewed and approved by the Carlsbad Arts Commission and Carlsbad City Council. Once reviewed and approved, then the artist will enter into another contract (Exhibit C) before any project and fabrication can commence. The artist or artist team works closely with project team to provide project status updates, as well as any construction drawings, permitting, and any tangible elements within the site design related to the public art throughout this process.

Additional Considerations

The artist and artist teams will be selected on the basis of the following criteria:

- Quality of concept, design and craftsmanship of past works
- Visual and technical sophistication
- Creativity of approach of past work
- Ability to produce durable outdoor art
- A proven ability to coordinate and collaborate with city staff and project design professionals
- cultural
- Ability the balance of access to, and support of, individual communities' artistic and cultural expressions by being inclusive of community
- Demonstrated situational awareness with sensitivity and awareness to community character, input and concerns
- Ability to communicate effectively
- Demonstrated ability to complete projects on time and within budget
- Ability to work in a public environment with multiple project members on a condensed and aggressive time frame
- Portfolio review

Application submissions will be ranked based on a weighted scoring system.

Criteria	Weight
Artist or artist team experience, any military connections, qualifications, statement of interest	30 points
Artist portfolio featuring past public art projects	40 points
Examples working within public sector with extensive public outreach and references. Documentation of two or more public art commissions over \$125,000 per project, materials costs, rates and other costs	25 points
Estimated labor costs, materials costs, project schedule and value-added offerings	5 points

Conflict of Interest

No person performing services for the city, in connection with the establishment of any agreements or any projects resulting from this solicitation, shall have a financial or other personal interest other than employment or retention by the city in any contract or subcontract in connection with this solicitation or any resulting project. No officer or employee of such person retained by the city shall have any financial or other personal interest in the resulting project, unless such interest is openly disclosed upon the public records of the city and such officer, employee or person has not participated in the acquisition of such property for or on behalf of the city.

Submission of Application Materials

Submittal Call for Artists Qualifications materials shall be 8.5 x 11 inch, 11-point font or larger, and maximum twenty (20) pages total in length. Six (6) to ten (10) images may be placed onto the document. Document to be bundled into a .pdf format for final submission.

Email submission materials to: arts@carlsbadca.gov

Subject line: Veterans Memorial Park, Call for Artist Qualifications Submission, Your Name

Deadline for submissions: Tuesday, Oct. 24, 2023 by 4 p.m.

Notification of Results

Artists will be notified of the Public Art Advisory Subcommittee’s decision by email. The City of Carlsbad reserves the right not to select any of the submissions.

We’re here to help:

City of Carlsbad, Cultural Arts Office
Tonya Rodzach, Public Art Coordinator
arts@carlsbadca.gov
442-339-2090

Budget

The total budget for the artwork **is not to exceed \$350,000.**

The selected artist will receive a design contract (Exhibit B) for \$56,000 to develop a site-integrated design proposal. If the design proposal is accepted, the artist will receive a subsequent contract (Exhibit C) of up to \$224,000 to fabricate and install the artwork. Additionally, \$70,000 will be withheld for administrative, conservation and other related project costs. Artists should know that any proposal by a selected artist must undergo an extensive approval process which may include revision or modification through the city's Art in Public Places Program and required city agreements and contracts. Any construction drawings, permitting, and any tangible elements within the site design related to the public art will be the responsibility of the artist or artist team. Please consider this approval process and contractual process and obligations when submitting qualifications.

The total project budget is not to exceed \$350,000, all inclusive of travel expenses, taxes, materials, installation services, all other related project costs, as well as crafting a maintenance plan. The artist or artist team is responsible for the maintenance for one year upon completion of artwork. Artist or artist team will be available to participate in any unveiling or opening event activities. Opportunities may exist for artist or artist team to collaborate with city staff on community arts education events. The process, fees and services are subject to negotiation based on proposed deliverables and must meet the city's standards for public stewardship and must adhere to all city processes.

Project Schedule

Veterans Memorial Park schedule:

Fall 2022 - 2023 - Staff prepare detailed design and construction plans for the park

Spring 2024 - Construction begins

Summer 2025 - Construction completed and park opens

The artist or artist team will work closely with city staff to develop the artwork within the schedule of the overall park construction. The Call for Artists Qualifications is open to professional artists residing in the United States.

The submittal deadline is Tuesday, Oct. 24, 2023 by 4 p.m.

The agreement will be established for a period of two years. The city reserves the right to extend the contract for two (2) additional two-year periods, or parts thereof if authorized by the City Manager/Executive Manager.

The City of Carlsbad reserves the right, at any time, to modify the city's Agreement or Contract, to reject any or all submissions, to re-open the Call for Artists Qualifications. Award of a Professional Services Agreement for design and a Public Works Contract for the fabrication portion does not guarantee the selected firm will perform all or any portion of the services described in this Call for Artists Qualifications, nor does it guarantee that the maximum amount will be expended. Please review Exhibits B and C of this Call for Artists Qualifications, Professional Services Agreement and Public Works Contract. The selected artists will enter into an agreement with City of Carlsbad. The sample city agreement is attached for reference and the artist should be aware of the requirements prior to submitting a response to this Call for Artists Qualifications. **The city's agreement process is dictated by many levels of review and may take several months to complete.** This agreement will not be subject to negotiations; therefore, if the artist is not able to comply with the terms of these agreement, please do not submit a response to this Call for Artists Qualifications.

Exhibit A – Public Art Site Maps



***Final design subject to change.*

Key

- Public art site in the upper plateau area; diameter setting, up-lighting
- Retaining wall around the public art site-inclusive of artist interpretation
- Low landscaping with drip irrigation



(Ariel view, noting Public Art site and Memorial Plaza)

Exhibit B – Professional Services Agreement

SAMPLE – DO NOT COMPLETE AT THIS TIME

AGREEMENT FOR (INSERT TYPE OF PROFESSIONAL SERVICES) SERVICES

(NAME OF CONTRACTOR)

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between the CITY OF CARLSBAD, a municipal corporation, ("City"), and _____, a _____, ("Contractor").

RECITALS

- A. City requires the professional services of an experienced Artist to design and paint a Mural on _____.
- B. Contractor has the necessary experience in providing professional services and advice related to _____.
- C. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of _____ from the date first above written. The City Manager may amend the Agreement to extend it for _____ additional _____ year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

5. COMPENSATION

The total fee payable for the Services to be performed during the initial Agreement term will be _____ dollars (\$_____). No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. If the City elects to extend the Agreement, the amount shall not exceed _____ dollars (\$_____) per Agreement year. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or Services specified in Exhibit "A".

Incremental payments, if applicable, should be made as outlined in attached Exhibit "A".

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Indemnification for Infringement. The Contractor also agrees to protect, defend, indemnify and hold the City harmless from any action, claim, suit or liability based on a claim that work performed under this Agreement by the Contractor or his/her agents constitutes an infringement of any patent, copyright, trademark, trade name or other proprietary right of any

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:-VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverage and Limits.

Contractor will maintain the types of coverage and minimum limits indicated below, unless the Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability (CGL) Insurance. Insurance written on an "occurrence" basis, including personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). \$2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2 Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

10.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF THE ARTWORK

Title to the completed Artwork immediately vests in the City upon completion, along with all rights of ownership, possession and control. Prior to completion of the Artwork, City shall have the right, at its option, to claim ownership, possession and control of the uncompleted portions of the Artwork which are on site.

14. REPRODUCTION RIGHTS

Subject to the rights granted herein, Contractor retains all rights under the Copyright Act of 1976 (17 U.S.C. §101 et. seq.), as amended from time to time. The Contractor hereby grants the City, royalty free and irrevocable license to make, or cause to be made, photographs and other two-dimensional reproductions of the Mural for noncommercial purposes. For the purpose of this Agreement, the following are among those deemed to be permissible reproductions for the above cited purposes: reproductions used in City business, advertising, souvenirs, brochures and pamphlets pertaining to the City; reproductions in exhibition catalogues, books, slides, photographs, postcards, posters, calendars, art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art; slides and film strips; video; computer websites; and television; as well as in media that shall exist in the future. The City may not re-license the Artwork nor make a full scale exact duplicate of the Artwork nor alter Artwork by selecting portions without Contractor's consent. The City shall include the Contractor's copyright notice on any reproductions and the Contractor shall include the following words on any reproduction: "An original work commissioned by the City of Carlsbad, California."

15. COPYRIGHTS

The responsibility for registration of the copyright shall be the responsibility of the copyright holder under this Agreement.

16. WARRANTIES

June 12, 2024

1. Warranty of Title. The Contractor represents and warrants that:
 - (a) The Artwork is solely the result of the artistic effort of the Contractor.
 - (b) The Artwork is unique and original and does not infringe upon any copyright, trademark, service mark or other intellectual property right of any third party.
 - (c) The Artwork or a duplicate of the Artwork has not been sold elsewhere.
2. Warranty of Title. The Contractor represents and warrants that:
 - (d) The Artwork is solely the result of the artistic effort of the Contractor.
 - (e) The Artwork is unique and original and does not infringe upon any copyright, trademark, service mark or other intellectual property right of any third party.
 - (f) The Artwork or a duplicate of the Artwork has not been sold elsewhere.
3. Reasonable maintenance of the Artwork will not require procedures in excess of those described in the maintenance recommendations to be submitted by the Contractor to the City along with the design. The warranty of quality and condition shall survive for a period of one year after the final acceptance of the artwork. The City shall give notice to the Contractor of any observed breach with reasonable promptness. The Contractor shall at the request of the City, and at no cost to the City, cure reasonable and promptly the breach of any such warranty which is curable by the Contractor and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or refabrication of the Artwork.)

16. WAIVER OF RIGHTS

The Contractor and City acknowledge that the Contractor may have certain rights under the Federal Visual Artists Rights Act of 1990 ("VARA" 17 U.S.C. § 106A, et seq.). The Contractor acknowledges and understands that if fabrication is performed, the subsequent installation of the Artwork at the site may subject the Artwork to destruction, distortion, mutilation, or other modification due to its removal by the City or its officials, officers, employees, agents, or representatives.

The Contractor and City acknowledge that the Contractor may have certain rights under California Civil Code Section 987 which are not pre-empted by VARA. In consideration of the terms and conditions in this Agreement, the Contractor waives any rights which the Contractor or the Contractor's heirs, beneficiaries, devisees, or personal representatives may have under California Civil Code Section 987 to prevent the removal, destruction, distortion, mutilation, or other modification of the Artwork.

Any contracts or written agreements between the Contractor and his/her subcontractors or other artists contributing to the Artwork shall include a waiver of the Contractor's rights under this Agreement.

The Contractor agrees to waive the rights under VARA to prevent the destruction, distortion, mutilation, or other modification of the Artwork.

The Contractor's rights under this Agreement shall cease with the Contractor's death and do not extend to the Contractor's heirs, successors or assigns.

In addition, in the event that any element of the Artwork constitutes a public safety hazard, the City has the right to remove the element posing the public safety hazard.

The Contractor, his or her agents, heirs, successors and assigns further agree not to attempt to defeat this waiver by cooperating, encouraging or assisting any organization which seeks to bring an action under these Acts.

17. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

<u>For City</u>	<u>For Contractor</u>
Name _____	Name _____
Title _____	Title _____
Department _____ City of Carlsbad	Address _____ _____
Address _____ _____	Phone No. _____
Phone No. _____	Email _____

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

18. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes No

19. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

20. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

21. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts

and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

22. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

23. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

24. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

26. JURISDICTION AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

27. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

28. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

29. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

By:

(sign here)

[INSERT TITLE OF PERSON
AUTHORIZED TO SIGN (City Manager or
Mayor or Division Director as authorized
by the City Manager)]

(print name/title)

ATTEST:

By:

(sign here)

For SHERRY FREISINGER
City Clerk

(print name/title)

If required by City, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups.

Group A
Chairman,
President, **or**
Vice-President

Group B
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

For CINDIE K. McMAHON, City Attorney

BY: _____
Assistant City Attorney

June 12, 2024

Exhibit C – Public Works Fabrication Contract

SAMPLE – DO NOT COMPLETE AT THIS TIME

NAME OF PROJECT
CONTRACT NNNN

(REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)

INSTRUCTIONS TO BIDDERS AND BID REQUIREMENTS

This bid and the terms of the Contract Documents and General Provisions constitute an irrevocable offer that shall remain valid and in full force for a period of 90 days and such additional time as may be mutually agreed upon by the City of Carlsbad and the Bidder.

No bid will be received unless it is made on a proposal form furnished by the Purchasing Department. Each bid must be accompanied by security in a form and amount required by law. The bidder's security of the second and third next lowest responsive bidders may be withheld until the Contract has been fully executed. The security submitted by all other unsuccessful bidders shall be returned to them, or deemed void, within ten (10) days after the Contract is awarded. Pursuant to the provisions of law (Public Contract Code section 10263), appropriate securities may be substituted for any obligation required by this notice or for any monies withheld by the City to ensure performance under this Contract. Section 10263 of the Public Contract Code requires monies or securities to be deposited with the City or a state or federally chartered bank in California as the escrow agent. The escrow agent shall maintain insurance to cover negligent acts and omissions of the agent in connection with the handling of retentions under this section in an amount not less than \$100,000 per contract.

The City of Carlsbad may disqualify a contractor or subcontractor from participating in bidding when a contractor or subcontractor has been debarred by the City of Carlsbad or another jurisdiction in the State of California as an irresponsible bidder.

The work shall be performed in strict conformity with the plans, provisions, and specifications as approved by the City Council of the City of Carlsbad on file with the (Engineering) Department. The specifications for the work include City of Carlsbad Technical Specifications and the Standard Specifications for Public Works Construction, Parts 2 & 3, current edition at time of bid opening and the supplements thereto as published by the "Greenbook" Committee of Public Works Standards, Inc. (edit as needed; some projects may not be based on the Greenbook and have specific technical specifications) (REMOVE THIS TEXT BEFORE PRINTING), all hereinafter designated "SSPWC", as amended. Specification Reference is hereby made to the plans and specifications for full particulars and description of the work. The General Provisions (Part 1) to the SSPWC do not apply.

The City of Carlsbad encourages the participation of minority and women-owned businesses.

The City of Carlsbad encourages all bidders, suppliers, manufacturers, fabricators and contractors to utilize recycled and recyclable materials when available, appropriate and approved by the Engineer.

BID DOCUMENTS

The bid documents comprise the following documents which must be completed and properly executed including notarization, where indicated.

1. Contractor's Proposal
2. Bidder's Bond
3. Noncollusion Declaration
4. Designation of Subcontractor and Amount of Subcontractor's Bid
5. Bidder's Statement of Technical Ability and Experience
6. Acknowledgement of Addendum(a)
7. Certificate of Insurance. The riders covering the City, its officials, employees and volunteers may be omitted at the time of bid submittal but shall be provided by the Bidder prior to award of this contract.
8. Bidder's Statement Re Debarment
9. Bidder's Disclosure Of Discipline Record
10. Escrow Agreement for Security Deposits - (optional, must be completed if the Bidder wishes to use the Escrow Agreement for Security)

ENGINEER'S ESTIMATE:

All bids will be compared on the basis of the Engineer's Estimate. The estimated quantities are approximate and serve solely as a basis for the comparison of bids. The Engineer's Estimate is **\$NNN.NNN.NN (INSERT ENGINEER'S ESTIMATE AMOUNT) (REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)**

TIME OF COMPLETION:

The contractor shall complete the Work within the time set in the contract as defined in the General Provisions Section 6-7.

**SPECIALTY CONTRACTORS:
ACCEPTABLE LICENSE TYPES**

Except as provided herein a bid submitted to the City by a Contractor who is not licensed as a contractor pursuant to the Business and Professions Code shall be considered nonresponsive and shall be rejected by the City. In all contracts where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with California law. Where federal funds are involved the contractor shall be properly licensed at the time the contract is awarded. In all other cases the contractor shall state their license number, expiration date and classification in the proposal, under penalty of perjury. This invitation to bid **(does) (does not) SELECT ONE** involve federal funds. The following classifications are acceptable for this contract:

INSERT APPROPRIATE CLASSIFICATIONS AND DELETE THE FOLLOWING TABLE. CLASSIFICATIONS FOR CONTRACTORS ARE:

Classification	Description	Classification	Description
A	General Engineering	C50	Reinforcing Steel
ASB	Asbestos Removal Certification	C51	Structural Steel
B	General Building	C53	Swimming Pool
C-2	Insulation and Acoustical	C54	Ceramic and Mosaic Tile
C-4	Boiler, Hot Water Heating and Steam Fitting	C55	Water Conditioning
C-5	Framing and Rough Carpentry	C57	Water Well Drilling

C-6	Cabinet, Mill Work, and Finish Carpentry	C60	Welding
C-7	Low Voltage Communications and Wiring Systems	C61	Limited Specialty
C-8	Concrete	HAZ	Hazardous Substance Removal Certification
C-9	Drywall	D03	Awnings
C10	General Electrical	D04	Central Vacuum Systems
C11	Elevator Contractor	D06	Concrete Related Services
C12	Earthwork and Paving	D09	Drilling, Blasting and Oil Field Work
C13	Fencing	D10	Elevated Floors
C14	Metal Roofing Systems	D12	Synthetic Products
C15	Flooring and Floor Covering	D16	Hardware, Locks and Safes
C16	Fire Protection Contractor	D21	Machinery and Pumps
C17	Glazing	D24	Metal Products
C20	Warm-Air Heating, Ventilating and Air-Conditioning	D28	Doors, Gates and Activating Devices
C21	Building Moving / Demolition	D29	Paperhanging
C23	Ornamental Metals	D30	Pile Driving and Pressure Foundation Jacking
C26	Lathing	D31	Pole Installation and Maintenance
C27	Landscaping	D34	Prefabricated Equipment
C28	Lock and Security Equipment	D35	Pool and Spa Maintenance
C29	Masonry	D38	Sand and Water Blasting
C31	Construction Zone Traffic Control	D39	Scaffolding
C32	Parking and Highway Improvement	D40	Service Station Equipment and Maintenance
C33	Painting and Decorating	D41	Siding and Decking
C34	Pipeline	D42	Sign Installation
C35	Lathing and Plastering	D49	Tree Service
C36	Plumbing	D50	Suspended Ceilings
C38	Refrigeration	D52	Window Coverings
C39	Roofing	D53	Wood Tanks
C42	Sanitation Systems	D56	Trenching Only
C43	Sheet Metal	D59	Hydroseed Spraying
C45	Electrical Signs	D62	Air and Water Balancing
C46	Solar	D63	Construction Clean-up
C47	Manufactured Housing	D64	Non-specialized
		D65	Weatherization and Energy Conservation

(REMOVE THIS TEXT & TABLE BEFORE PRINTING THE SPECIFICATIONS)

ESCROW AGREEMENT

If the Contractor intends to utilize the escrow agreement included in the contract documents in lieu of the usual 5% retention from each payment, these documents must be completed and submitted with the signed contract. The escrow agreement may not be substituted at a later date.

OBTAINING PLANS AND SPECIFICATIONS

Sets of plans, various supplemental provisions, and Contract documents may be obtained at the Cashier's Counter of the Faraday Center located at 1635 Faraday Avenue, Carlsbad, California 92008-7314, for a non-refundable fee of \$ **(INSERT COST OF DUPLICATION OF PLANS & SPECS, ROUNDED TO THE NEAREST DOLLAR)** per set. If plans and specifications are to be mailed, the cost for postage should be added.

INTENT OF PLANS AND SPECIFICATIONS

Any prospective bidder who is in doubt as to the intended meaning of any part of the drawings, specifications or other contract documents, or finds discrepancies in or omissions from the drawings and specifications may submit to the Engineer a written request for clarification or correction. Any response will be made only by a written addendum duly issued by the Engineer a copy of which will be mailed or delivered to each person receiving a set of the contract documents. No oral response will be made to such inquiry. **Prior to the award of the contract, no addition to, modification of or interpretation of any provision in the contract documents will be given by any agent, employee or contractor of the City of Carlsbad except as hereinbefore specified. No bidder may rely on directions given by any agent, employee or contractor of the City of Carlsbad except as hereinbefore specified.**

REJECTION OF BIDS

The City of Carlsbad reserves the right to reject any or all bids and to waive any minor irregularity or informality in such bids.

PREVAILING WAGE TO BE PAID

The general prevailing rate of wages for each craft or type of worker needed to execute the Contract shall be those as determined by the Director of Industrial Relations pursuant to the sections 1770, 1773, and 1773.1 of the Labor Code. Pursuant to section 1773.2 of the Labor Code, a current copy of applicable wage rates is on file in the Office of the City Engineer. The Contractor to whom the Contract is awarded shall not pay less than the said specified prevailing rates of wages to all workers employed by him or her in the execution of the Contract.

The Prime Contractor shall be responsible for insuring compliance with provisions of section 1777.5 of the Labor Code and section 4100 et seq. of the Public Contracts Code, "Subletting and Subcontracting Fair Practices Act." The City Engineer is the City's "duly authorized officer" for the purposes of section 4107 and 4107.5.

The provisions of Part 7, Chapter 1, of the Labor Code commencing with section 1720 shall apply to the Contract for work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor and all subcontractors shall comply with Section 1776 of the Labor Code, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to comply with Section 1776.

PRE BID MEETING

A pre-bid meeting and tour of the project site **will be held at (INSERT TIME, DATE AND LOCATION)** **OR, will not be held. (SELECT ONE) (REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)**

UNIT PRICES AND COMPUTATION OF BIDS

All bids are to be computed on the basis of the given estimated quantities of work, as indicated in this proposal, times the unit price as submitted by the bidder. In case of a discrepancy between words and figures, the words shall prevail. In case of an error in the extension of a unit price, the corrected extension shall be calculated and the bids will be computed as indicated above and compared on the basis of the corrected totals.

All prices must be in ink or typewritten. Changes or corrections may be crossed out and typed or written in with ink and must be initialed in ink by a person authorized to sign for the Contractor.

ADDENDUMS

Bidders are advised to verify the issuance of all addenda and receipt thereof one day prior to bidding. Submission of bids without acknowledgment of addenda may be cause of rejection of bid.

BOND AND INSURANCE REQUIREMENTS

The Contractor shall provide bonds to secure faithful performance and warranty of the work in an amount equal to one hundred percent (100%) of the Contract price on this project. The Contractor shall provide bonds to secure payment of laborers and materials suppliers, in an amount equal to one hundred percent (100%) of the total amount payable by the terms of the contract. These bonds shall be kept in full force and effect during the course of this project, and shall extend in full force and effect and be retained by the City until they are released as stated in the General Provisions section of this contract. All bonds are to be placed with a surety insurance carrier admitted and authorized to transact the business of insurance in California and whose assets exceed their liabilities in an amount equal to or in excess of the amount of the bond. The bonds are to be accompanied by the following documents:

- 1) An original, or a certified copy, of the unrevoked appointment, power of attorney, by laws, or other instrument entitling or authorizing the person who executed the bond to do so.
- 2) A certified copy of the certificate of authority of the insurer issued by the insurance commissioner.

If the bid is accepted, the City may require copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code, within 10 calendar days of the insurer's receipt of a request to submit the statements.

Insurance is to be placed with insurers that:

- 1) Have a rating in the most recent Best's Key Rating Guide of at least A-:VII
- 2) Are admitted and authorized to transact the business of insurance in the State of California by the Insurance Commissioner.

Auto policies offered to meet the specification of this contract must:

- 1) Meet the conditions stated above for all insurance companies.
- 2) Cover any vehicle used in the performance of the contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled.

Workers' compensation insurance required under this contract must be offered by a company meeting the above standards with the exception that the Best's rating condition is waived. The City does accept policies issued by the State Compensation Fund meeting the requirement for workers' compensation insurance.

The Contractor shall be required to maintain insurance as specified in the Contract. Any additional cost of said insurance shall be included in the bid price.

The award of the contract by the City Council is contingent upon the Contractor submitting the required bonds and insurance, as described in the contract, within twenty days of bid opening. If the Contractor fails to comply with these requirements, the City may award the contract to the second or third lowest bidder and the bid security of the lowest bidder may be forfeited.

BUSINESS LICENSE

The prime contractor and all subcontractors are required to have and maintain a valid City of Carlsbad Business License for the duration of the contract.

Approved by the City Council of the City of Carlsbad, California, by Resolution _____, adopted on the _____ day of _____, 20_____.

Date

Deputy Clerk

(RESOLUTION NUMBER & DATE AND CITY CLERK SIGNATURE & DATE OF SIGNATURE ARE REQUIRED)

INSERTED BY THE PURCHASING DEPARTMENT) (REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)

CITY OF CARLSBAD

NAME OF PROJECT CONTRACT NNNN

(insert contract number & name) (REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)

CONTRACTOR'S PROPOSAL

City Council
City of Carlsbad
1200 Carlsbad Village Drive
Carlsbad, California 92008

The undersigned declares he/she has carefully examined the location of the work, read the Notice Inviting Bids, examined the Plans, Specifications, General Provisions, Contract Documents, and addenda thereto, and hereby proposes to furnish all labor, materials, equipment, transportation, and services required to do all the work to complete Contract **NNNN (INSERT CONTRACT NUMBER) (REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)** in accordance with the Plans, Specifications, General Provisions, Contract Documents, and addenda thereto and that he/she will take in full payment therefore the following unit prices for each item complete, to wit:

NOTES TO THE PROJECT ENGINEER FOR THE BID ITEM LIST

The following list of bid items is not an all-inclusive list nor is it offered as the perfect example. It is only an example. The Project Engineer must generate a thorough understanding of how the project will be managed by City or consultant inspectors. The Design Engineer must provide the Engineer's Estimate with designations and units that will be appropriate for the bid list. Although the quantities may be only rough approximations the estimate should accompany the first submittal. The Project Engineer needs to specifically seek out the input of those reviewing the plans and mediate a consensus regarding the bid unit descriptions. Lump sum bid items should be used **ONLY** when it is possible for a bidding Contractor to determine the extent of work involved from the plans, specifications, soils data made available by the City and, to a lesser extent, observation of the site. If site observation is a factor being relied upon to justify the completeness of data for a lump sum bid the Project Engineer must have sufficient data, usually in the form of photographs, that show, when combined with the plans and specifications, it was possible for the Contractor to understand the extent of materials and labor involved in completing each lump sum bid item. The Project Engineer must be careful to rewrite the payment sections of each individual item that is included in the lump sum items so that individual items that would ordinarily be paid for at unit prices are specifically excluded from the unit price payment for those items. The example of bid items is set up as two schedules. Multiple schedules may be used when :

1. Construction of facilities for another agency is part of the contract and there is a need to completely separate costs of its construction, to allow multiple bid items of the same name or nature (e.g. mobilization, traffic control, etc.).
2. There is a need to provide a definition of extent of construction that is unequivocal and that cannot be otherwise distinguished from the remainder of the work.
3. Some flexibility in adding elements of work to fit the available budget is desired. In this case the method of determining the low bidder must be clearly defined. This procedure is fraught with possibilities for dispute in the identification of the lowest bidder. Do not select it without thorough discussion that includes a representative of the City Attorney. When including items in the bid list that are to be paid for from another agency's accounts segregate those bid items by grouping them consecutively and by prefacing them with a bold type heading that states the name of the

agency, the name of the account the items are to be paid from and the item numbers of the bid items that the note pertains to.. **(REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)**

SCHEDULE "A" ROAD IMPROVEMENTS

Item	Description	Approximate Quantity And Unit	Unit Price (Figures)	Total Amount (Figures)
A-1	Mobilization at _____ _____ (Price in Words)	Not to Exceed \$150,000	\$ _____	\$ _____
A-2	Clearing and Grubbing at _____ _____ (Price in Words)	LS	\$ _____	\$ _____
A-3	Unclassified Excavation at _____ _____ (Unit Price in Words)	73,400 CY	\$ _____	\$ _____
A-4	Construction schedule at _____ _____ (Price in Words)	\$40,000 Stipulated Amount	\$40,000	\$40,000
A-5	Traffic Control Including Temporary Railing (Type K) and Crash Cushion Assemblies at _____ _____ (Price in Words)	LS	\$ _____	\$ _____
A-6	Imported Borrow Material at _____ _____ (Unit Price in Words)	26,300 CY	\$ _____	\$ _____
A-7	Asphalt Pavement Removal (6" or 8" Thick) Complete at _____ _____ (Unit Price in Words)	217,000 SF	\$ _____	\$ _____
A-8	Asphalt Concrete Pavement at	27,900 TON	\$ _____	\$ _____

Item	Description	Approximate Quantity And Unit	Unit Price (Figures)	Total Amount (Figures)
	(Unit Price in Words)			
A-9	Curb and Gutter per SDRS G-2 at	16,667 LF	\$ _____	\$ _____
	(Unit Price in Words)			
A-10	Modified 8" Concrete Median Curb and Gutter as shown on the Plans at	4,436 LF	\$ _____	\$ _____
	(Unit Price in Words)			
A-11	Modified 8" Concrete Median Curb as shown on the Plans at	13,369 LF	\$ _____	\$ _____
	(Unit Price in Words)			
A-12	4" PCC Sidewalk per SDRS G-7 at	43,732 SF	\$ _____	\$ _____
	(Unit Price in Words)			
A-13	Pedestrian Access per SDRS G-27 Ramp at	3 EA	\$ _____	\$ _____
	(Unit Price in Words)			
A-14	4" Colored Concrete Police Ramp per Plans at	154 SF	\$ _____	\$ _____
	(Unit Price in Words)			
A-15	7-1/2" Concrete Driveway per SDRS G-14A at	120 SF	\$ _____	\$ _____
	(Unit Price in Words)			
A-16	4" Stamped Colored Concrete Median Paving at	38,750 SF	\$ _____	\$ _____

Item	Description	Approximate Quantity And Unit	Unit Price (Figures)	Total Amount (Figures)
	(Unit Price in Words)			
A-17	PCC Cross-Gutter per SDRS G-12 at	940 SF		
	(Unit Price in Words)			
A-18	Street Survey Monument per SDRS M-10 at	14 EA	\$	\$
	(Unit Price in Words)			
A-19	Record of Survey, including Checking and Recording Fees at	LS	\$	\$
	(Price in Words)			
A-20	Wood Post, Metal Beam Guard Rail per SDRS M-34 at	189 LF	\$	\$
	(Unit Price in Words)			
A-21	24" RCP (2000-D) at	327 LF	\$	\$
	(Unit Price in Words)			
A-22	18" RCP (2000-D) at	160 LF	\$	\$
	(Unit Price in Words)			
A-23	30" RCP (2000-D) at	766 LF	\$	\$
	(Unit Price in Words)			
A-24	42" RCP (1350-D) at	10 LF	\$	\$
	(Unit Price in Words)			

Item	Description	Approximate Quantity And Unit	Unit Price (Figures)	Total Amount (Figures)
A-25	10' x 6' RC Box Culvert Extension and Modification per SDRS D-76A and D-76B Sta. 63 + 85.90 North and South Side Complete at	LS	\$ _____	\$ _____
	(Price in Words)			
A-26	12' x 8' RC Box Culvert per SDRS D-76A and D-76B Complete at	LS	\$ _____	\$ _____
	(Price in Words)			
A-27	Concrete Drainage Channel b=2', h=2' z=2) per SDRS D-70 at	435 LF	\$ _____	\$ _____
	(Unit Price in Words)			
A-28	Channel Cutoff Wall per SDRS D-72 at	1 EA	\$ _____	\$ _____
	(Unit Price in Words)			
A-29	5' Type "A" Curb Inlet per SDRS D-1 at	1 EA	\$ _____	\$ _____
	(Unit Price in Words)			
A-30	5' Type "B" Curb Inlet per SDRS D-2 at	13 EA	\$ _____	\$ _____
	(Unit Price in Words)			
A-31	7' Type "B" Curb Inlet per SDRS D-2 at	3 EA	\$ _____	\$ _____
	(Unit Price in Words)			

Item	Description	Approximate Quantity And Unit	Unit Price (Figures)	Total Amount (Figures)
A-32	8' Type "B" Curb Inlet per SDRS D-2 at	2 EA	\$ _____	\$ _____
	(Unit Price in Words)			
A-33	Type "A" Cleanout per SDRS D-9 at	3 EA	\$ _____	\$ _____
	(Unit Price in Words)			
A-34	Type "F" Catch Basin per SDRS D-7 at	2 EA	\$ _____	\$ _____
	(Unit Price in Words)			
A-35	Reverse Type "A" Curb Outlet per SDRS D-25 at	6 EA	\$ _____	\$ _____
	(Unit Price in Words)			
A-36	Pipe Collar per SDRS DS-5 at	7 EA	\$ _____	\$ _____
	(Unit Price in Words)			
A-37	Type "A" Headwall per SDRS D-30 at	15 EA	\$ _____	\$ _____
	(Unit Price in Words)			
A-38	Wing Headwall per SDRS D-34 at	1 EA	\$ _____	\$ _____
	(Unit Price in Words)			
A-39	PCC Brow Ditch Type "B" per SDRS D-75 (All Depths) at	5,540 LF	\$ _____	\$ _____
	(Unit Price in Words)			

Item	Description	Approximate Quantity And Unit	Unit Price (Figures)	Total Amount (Figures)
A-40	Rip-Rap Energy Dissipators Type 2 per SDRS D-40 at	LS	\$ _____	\$ _____
	(Price in Words)			
A-41	Reinforced Concrete Cribwall Complete In Place and Per Plans and Specs at	LS	\$ _____	\$ _____
	(Price in Words)			
A-42	Traffic Signal System at Saxony and La Costa Avenue Complete In Place at	LS	\$ _____	\$ _____
	(Price in Words)			
A-43	Street Lighs Complete In Place at	20 EA	\$ _____	\$ _____
	(Unit Price in Words)			
A-44	Traffic Striping, signing and Reflective pavement Markers Marking at	LS	\$ _____	\$ _____
	(Price in Words)			
A-45	Landscaping Complete In Place at	LS	\$ _____	\$ _____
	(Price in Words)			
A-46	Furnish and Install Portable Changeable Message Signs and Transfer Ownership to the City at	2 EA	\$ _____	\$ _____
	(Unit Price in Words)			

Item	Description	Approximate Quantity And Unit	Unit Price (Figures)	Total Amount (Figures)
A-47	Furnish and Install Project Signs at (Unit Price in Words)	2 EA	\$ _____	\$ _____
A-48	Irrigation Complete In Place at (Price in Words)	LS	\$ _____	\$ _____
A-49	Class A Field Office at Per Month	12 Months	\$ _____	\$ _____
A-50	Wingwall Type A per SDRS D-79A at (Unit Price in Words)	2 EA	\$ _____	\$ _____
A-51	Erosion control at (Price in Words)	LS	\$ _____	\$ _____
A-52	12" Median Mowing Strip per SDRS L-3 at (Price in Words)	LS	\$ _____	\$ _____

Total amount of bid in words for Schedule "A": _____

Total amount of bid in numbers for Schedule "A": \$ _____

SCHEDULE "B" LEUCADIA SEWER LINE

Item	Description	Approximate Quantity and Unit	Unit Price (Figures)	Total Amount (Figures)
B-1	24" Ductile Iron Restrained Joint Pipe Class 50 with	840 LF	\$ _____	\$ _____

Item	Description	Approximate Quantity and Unit	Unit Price (Figures)	Total Amount (Figures)
	Polyurethane Coating and Coal Tar Epoxy Lining Complete In Place at			
	(Unit Price in Words)			
B-2	24" Ductile Iron Restrained Joint Pipe class 50 with Polyurethane Coating and Lining, Complete In Place at	240 LF	\$	\$
	(Unit Price in Words)			
B-3	24" Ductile Iron Restrained Joint Class 50, 45° El Polyurethane Lined and Coated Complete in Place at	2 EA	\$	\$
	(Unit Price in Words)			
B-4	24" Ductile Iron Restrained Joint 22.5 El Polyurethane Lined and Coated Complete in Place at	6 EA	\$	\$
	(Unit Price in Words)			
B-5	24" Ductile Iron Restrained Joint 11.25° Elbow Polyurethane Lined and Coated Complete In Place at	10 EA	\$	\$
	(Unit Price in Words)			
B-6	24" Polyvinyl Chloride Pipe SDR 18 Complete In Place at	7,335 LF	\$	\$
	(Unit Price in Words)			
B-7	24" Eccentric Plug Valve Complete In Place at	4 EA	\$	\$

Item	Description (Unit Price in Words)	Approximate Quantity and Unit	Unit Price (Figures)	Total Amount (Figures)
B-8	16" Eccentric Plug Valve Complete In Place at <hr/> (Unit Price in Words)	2 EA	\$ _____	\$ _____
B-9	Modify and relocate existing 6" Blowoffs on the 24" Leucadia Force Main Complete at <hr/> (Unit Price in Words)	3 EA	\$ _____	\$ _____
B-10	Installation of New Sewage Combination Air Valve Assemblies on the existing Leucadia 24" force main Complete at <hr/> (Unit Price in Words)	3 EA	\$ _____	\$ _____
B-11	Abandonment of Existing Blowoffs and Air Release Valve Assemblies Complete at <hr/> (Unit Price in Words)	11 EA	\$ _____	\$ _____
B-12	Relocation of Corrosion Test Stations Complete at <hr/> (Unit Price in Words)	7 EA	\$ _____	\$ _____
B-13	Saxony Pump Station Connection Including bypass plan and all Piping Complete and In Place at <hr/> (Price in Words)	LS	\$ _____	\$ _____
B-14	Modify and relocate existing 4" blowoffs on the Leucadia 12" Failsafe Force Main Complete	2 EA	\$ _____	\$ _____

Item	Description	Approximate Quantity and Unit	Unit Price (Figures)	Total Amount (Figures)
	(Unit Price in Words)			
B-15	Installation of new blowoffs on the new Leucadia Parallel 24" Force Main Complete at	4 EA	\$	\$
	(Unit Price in Words)			
B-16	Installation of new sewage combination Air Valve Assemblies on the Failsafe 12" Failsafe Force Main	3 EA	\$	\$
	(Unit Price in Words)			
B-17	Dewatering Including All Equipment, Permits and Labor at	LS	\$	\$
	(Price in Words)			
B-18	Installation of new sewage combination Air Valve assemblies on the new Leucadia Parallel 24" Force Main Complete at	4 EA	\$	\$
	(Unit Price In Words)			
B-19	Furnishing, installation and testing of cathodic protection system including corrosion test stations, anodes and bonding pipe complete and in place at	LS	\$	\$
	(Price in Words)			
B-20	Sheeting, shoring, and bracing, including all labor and equipment, submittals of structural design Complete at	LS	\$	\$

Item	Description	Approximate Quantity and Unit	Unit Price (Figures)	Total Amount (Figures)
	(Price in Words)			
B-21	4 Crushed Rock for pipe bedding including materials and geotextile fabric Complete at	100 CY	\$ _____	\$ _____
	(Unit Price in Words)			
B-22	Hydrostatic testing, including all materials and personnel complete at	LS	\$ _____	\$ _____
	(Price in Words)			
B-23	Adjust Manhole Frame and Cover to Grade at	LS	\$ _____	\$ _____
	(Price in Words)			
B-24	All other work to be done to complete the project but not specifically listed in Bid Item A-1 through B-?	LS	\$ _____	\$ _____
	(Price in Words)			

Total amount of bid in words for Schedule "B": _____

Total amount of bid in numbers for Schedule "B": \$ _____

Total amount of bid in words including Schedule "A" and Schedule "B": _____

Total amount of bid in numbers including Schedule "A" and Schedule "B": \$ _____

The City shall determine the low bid based on Schedule "A" and Additive Alternative Schedule "B". After the low Bid has been determined, the City may, at its sole discretion, award the Contract for Schedule "A" alone or for Schedule "A" and Additive Alternative Schedule "B".

Price(s) given above are firm for 90 days after date of bid opening.

Addendum(a) No(s). _____ has/have been received and is/are included in this proposal.

The Undersigned has carefully checked all of the above figures and understands that the City will not be responsible for any error or omission on the part of the Undersigned in preparing this bid.

The Undersigned agrees that in case of default in executing the required Contract with necessary bonds and insurance policies within twenty (20) days from the date of award of Contract by the City Council of the City of Carlsbad, the City may administratively authorize award of the contract to the second or third lowest bidder and the bid security of the lowest bidder may be forfeited.

The Undersigned bidder declares, under penalty of perjury, that the undersigned is licensed to do business or act in the capacity of a contractor within the State of California, validly licensed under license number _____, classification _____ which expires on _____, and that this statement is true and correct and has the legal effect of an affidavit.

A bid submitted to the City by a Contractor who is not licensed as a contractor pursuant to the Business and Professions Code shall be considered nonresponsive and shall be rejected by the City § 7028.15(e). In all contracts where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with California law. However, at the time the contract is awarded, the contractor shall be properly licensed.

The Undersigned bidder hereby represents as follows:

1. That no Council member, officer agent, or employee of the City of Carlsbad is personally interested, directly or indirectly, in this Contract, or the compensation to be paid hereunder; that no representation, oral or in writing, of the City Council, its officers, agents, or employees has induced him/her to enter into this Contract, excepting only those contained in this form of Contract and the papers made a part hereof by its terms; and
2. That this bid is made without connection with any person, firm, or corporation making a bid for the same work, and is in all respects fair and without collusion or fraud.

Accompanying this proposal is _____ (Cash, Certified Check, Bond or Cashier's Check) for ten percent (10%) of the amount bid.

The Undersigned is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and agrees to comply with such provisions before commencing the performance of the work of this Contract and continue to comply until the contract is complete.

The Undersigned is aware of the provisions of the Labor Code, Part 7, Chapter 1, Article 2, relative to the general prevailing rate of wages for each craft or type of worker needed to execute the Contract and agrees to comply with its provisions.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted _____
- (2) Signature (given and surname) of proprietor _____
- (3) Place of Business _____
(Street and Number)
City and State _____
- (4) Zip Code _____ Telephone _____
- (5) E-Mail _____

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____
- (2) Signature (given and surname and character of partner) (Note: Signature must be made by a general partner)

- (3) Place of Business _____
(Street and Number)
City and State _____
- (4) Zip Code _____ Telephone _____
- (5) E-Mail _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted _____

(2) _____
(Signature)

(Title)

Impress Corporate Seal here

(3) Incorporated under the laws of the State of _____

(4) Place of Business _____
(Street and Number)
City and State _____

(5) Zip Code _____ Telephone _____

(6) E-Mail _____

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

List below names of president, vice president, secretary and assistant secretary, if a corporation; if a partnership, list names of all general partners, and managing partners:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BID SECURITY FORM

(Check to Accompany Bid)

NAME OF PROJECT
CONTRACT NNNN

(insert contract number & name) **(REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)**

(NOTE: The following form shall be used if check accompanies bid.)

Accompanying this proposal is a *Certified *Cashiers check payable to the order of CITY OF CARLSBAD, in the sum of _____

_____ dollars (\$_____),
this amount being ten percent (10%) of the total amount of the bid. The proceeds of this check shall become the property of the City provided this proposal shall be accepted by the City through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance, Warranty and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the City if the undersigned shall withdraw his or her bid within the period of fifteen (15) days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the contract to another bidder.

BIDDER

*Delete the inapplicable word.

(NOTE: If the Bidder desires to use a bond instead of check, the Bid Bond form on the following pages shall be executed--the sum of this bond shall be not less than ten percent (10%) of the total amount of the bid.)

BIDDER'S BOND TO ACCOMPANY PROPOSAL

NAME OF PROJECT
CONTRACT NNNN

(insert contract number & name) **(REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety are held and firmly bound unto the City of Carlsbad, California, in an amount as follows: (must be at least ten percent (10%) of the bid amount) _____ for which payment, well and truly made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that if the proposal of the above-bounden Principal for:

NAME OF PROJECT
CONTRACT NNNN

(insert contract number & name) **(REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)**

in the City of Carlsbad, is accepted by the City Council, and if the Principal shall duly enter into and execute a Contract including required bonds and insurance policies within twenty (20) days from the date of award of Contract by the City Council of the City of Carlsbad, being duly notified of said award, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect, and the amount specified herein shall be forfeited to the said City.

In the event Principal executed this bond as an individual, it is agreed that the death of Principal shall not exonerate the Surety from its obligations under this bond.

SIGNED AND SEALED, this _____ day of _____, 20_____

_____(Principal) (SEAL) _____(Surety) (SEAL)

By: _____(Signature) By: _____(Signature)

_____(Print Name/Title) _____(Print Name/Title)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY – ATTACH ATTORNEY-IN-FACT CERTIFICATE)

APPROVED AS TO FORM:

CELIA A. BREWER
City Attorney

By: _____
Deputy City Attorney

GUIDE FOR COMPLETING THE “DESIGNATION OF SUBCONTRACTORS” FORM

REFERENCES Prior to preparation of the following “Subcontractor Disclosure Form” Bidders are urged to review the definitions in section 1-2 of the General Provisions to this Contract, especially, “Bid”, “Bidder”, “Contract”, “Contractor”, “Contract Price”, “Contract Unit Price”, “Engineer”, “Own Organization”, “Subcontractor”, and “Work”. Bidders are further urged to review sections 2-3 SUBCONTRACTS of the General Provisions.

CAUTIONS This form will be used by the Agency to determine the percentage of work that the Bidder proposes to perform. Bidders are cautioned that failure to provide complete and correct information may result in rejection of the bid as non-responsive. Any bid that proposes performance of more than 50 percent of the work by subcontractors or otherwise to be performed by forces other than the Bidder’s own organization will be rejected as non-responsive. Specialty items of work that may be so designated by the Engineer on the “Contractor’s Proposal” are not included in computing the percentage of work proposed to be performed by the Bidder.

INSTRUCTIONS The Bidder shall set forth the name and location of business of each and every subcontractor whom the Bidder proposes to perform work or labor or render service in or about the work or improvement, and every subcontractor licensed as a contractor by the State of California whom the Bidder proposes to specially fabricate and install any portion of the work or improvement according to detailed drawings contained in the plans and specifications in excess of one-half of one percent (0.5%) of the Bidder’s total bid or, in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) or ten thousand dollars (\$10,000) whichever is greater. Said name(s) and location(s) of business of subcontractor(s) shall be set forth and included as an integral part of the bid offer.

The Designation of Subcontractors form must be submitted as a part of the Bidder’s sealed bid. Failure to provide complete and correct information may result in rejection of the bid as non-responsive.

Suppliers of materials from sources outside the limits of work are not subcontractors. The value of materials and transport of materials from sources outside the limits of work, as shown on the plans, shall be assigned to the Contractor or the Subcontractor as the case may be, that the Bidder proposes as installer of said materials. The value of material incorporated in any Subcontractor-installed bid item that is supplied by the Bidder shall be included as a part of the work that the Bidder proposes to be performed by the Subcontractor installing said item.

When a Subcontractor has a Carlsbad business license, the number must be entered on the proper form. If the Subcontractor does not have a valid business license, enter “NONE” in the appropriate space.

When the Bidder proposes using a Subcontractor to construct or install less than 100 percent of a bid item, the Bidder shall attach an explanation sheet to the Designation of Subcontractor form. The explanation sheet shall clearly apprise the City of the specific facts that show the Bidder proposes to perform no less than fifty percent (50%) of the work with its own forces.

Determination of the subcontract amounts for purposes of award of the contract shall be determined by the City Council in conformance with the provisions of the contract documents and the various supplemental provisions. The decision of the City Council shall be final.

Contractor is prohibited from performing any work on this project with a subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code Sections 1771.1 or 1777.7.

Bidders shall make any additional copies of the disclosure forms as may be necessary to provide the required information. The page number and total number of additional form pages shall be entered in the location provided on each type of form so duplicated.

DESIGNATION OF SUBCONTRACTOR AND AMOUNT OF SUBCONTRACTOR'S BID ITEMS

(To Accompany Proposal)

NAME OF PROJECT
CONTRACT NNNN

(insert contract number & name) **(REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)**

The Bidder certifies that it has used the sub-bid of the following listed subcontractors in preparing this bid for the Work and that the listed subcontractors will be used to perform the portions of the Work as designated in this list in accordance with applicable provisions of the specifications and section 4100 et seq. of the Public Contract Code, "Subletting and Subcontracting Fair Practices Act." The Bidder further certifies that no additional subcontractor will be allowed to perform any portion of the Work in excess of one-half of one percent (0.5%) of the Bidder's total bid, or in the case of bids or offers for construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) or ten thousand dollars (\$10,000), whichever is greater, and that no changes in the subcontractors listed work will be made except upon the prior approval of the Agency.

SUBCONTRACTOR'S BID ITEMS

Portion of Work	Subcontractor Name and Location of Business	Phone and Email Address	DIR Registration	Subcontractor's License and Classification	Amount of Work by Subcontractor in Dollars*

Page _____ of _____ pages of this Subcontractor Designation form

* Pursuant to section 4104 (a)(3)(A) California Public Contract Code, receipt of the information preceded by an asterisk may be submitted by the Bidder up to 24 hours after the deadline for submitting bids contained in the "Notice Inviting Bids."

BIDDER'S STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE

(To Accompany Proposal)

NAME OF PROJECT
CONTRACT NNNN

(insert contract number & name) **(REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)**

The Bidder is required to state what work of a similar character to that included in the proposed Contract he/she has successfully performed and give references, with telephone numbers, which will enable the City to judge his/her responsibility, experience and skill. An attachment can be used.

Date Contract Completed	Name and Address of the Employer	Name and Phone of Person to Contact	Type of Work	Amount of Contract

BIDDER'S CERTIFICATE OF INSURANCE FOR GENERAL LIABILITY, EMPLOYERS' LIABILITY, AUTOMOTIVE LIABILITY AND WORKERS' COMPENSATION

(To Accompany Proposal)

NAME OF PROJECT
CONTRACT NNNN

(insert contract number & name) **(REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)**

As a required part of the Bidder's proposal the Bidder must attach either of the following to this page.

1) Certificates of insurance showing conformance with the requirements herein for each of:

- Comprehensive General Liability
- Automobile Liability
- Workers Compensation
- Employer's Liability

2) Statement with an insurance carrier's notarized signature stating that the carrier can, and upon payment of fees and/or premiums by the Bidder, will issue to the Bidder Policies of insurance for Comprehensive General Liability, Automobile Liability, Workers Compensation and Employer's Liability in conformance with the requirements herein and Certificates of insurance to the Agency showing conformance with the requirements herein.

All certificates of insurance and statements of willingness to issue insurance for auto policies offered to meet the specification of this contract must:

- 1) Meet the conditions stated in The Notice Inviting Bids and the General Provisions for this project for each insurance company that the Contractor proposes.
- 2) Cover any vehicle used in the performance of the contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled.

BIDDER'S STATEMENT RE DEBARMENT

(To Accompany Proposal)

NAME OF PROJECT
CONTRACT NNNN

(insert contract number & name) **(REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)**

- 1) Have you or any of your subcontractors ever been debarred as an irresponsible bidder by another jurisdiction in the State of California?

yes

no

- 2) If yes, what was/were the name(s) of the agency(ies) and what was/were the period(s) of debarment(s)? Attach additional copies of this page to accommodate more than two debarments.

party debarred

party debarred

agency

agency

period of debarment

period of debarment

BY CONTRACTOR:

(name of Contractor)

By: _____
(sign here)

(print name/title)

Page _____ of _____ pages of this Re Debarment form

BIDDER'S DISCLOSURE OF DISCIPLINE RECORD

(To Accompany Proposal)

NAME OF PROJECT
CONTRACT NNNN

(insert contract number & name) **(REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License board, P.O. Box 26000, Sacramento, California 95826.

- 1) Have you ever had your contractor's license suspended or revoked by the California Contractors' State license Board two or more times within an eight year period?

_____ _____
yes no

- 2) Has the suspension or revocation of your contractor's license ever been stayed?

_____ _____
yes no

- 3) Have any subcontractors that you propose to perform any portion of the Work ever had their contractor's license suspended or revoked by the California Contractors' State license Board two or more times within an eight year period?

_____ _____
yes no

- 4) Has the suspension or revocation of the license of any subcontractor's that you propose to perform any portion of the Work ever been stayed?

_____ _____
yes no

- 5) If the answer to either of 1. or 3. above is yes fully identify, in each and every case, the party disciplined, the date of and violation that the disciplinary action pertain to, describe the nature of the violation and the disciplinary action taken therefore.

(If needed attach additional sheets to provide full disclosure.)

Page _____ of _____ pages of this Disclosure of Discipline form

BIDDER'S DISCLOSURE OF DISCIPLINE RECORD (CONTINUED)

(To Accompany Proposal)

NAME OF PROJECT
CONTRACT NNNN

(insert contract number & name) **(REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)**

- 6) If the answer to either of 2. or 4. above is yes fully identify, in each and every case, the party who's discipline was stayed, the date of the violation that the disciplinary action pertains to, describe the nature of the violation and the condition (if any) upon which the disciplinary action was stayed.

(If needed attach additional sheets to provide full disclosure.)

BY CONTRACTOR:

(name of Contractor)

By: _____
(sign here)

(print name/title)

Page _____ of _____ pages of this Disclosure of Discipline form

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
PUBLIC CONTRACT CODE SECTION 7106**

**NAME OF PROJECT
CONTRACT NNNN**

(insert contract number & name) **(REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20____ at _____ [city], _____ [state].

Signature of Bidder

CONTRACT PUBLIC WORKS

This agreement is made this _____ day of _____, 20____, by and between the City of Carlsbad, California, a municipal corporation, (hereinafter called "City"), and _____ whose principal place of business is _____ (hereinafter called "Contractor").

City and Contractor agree as follows:

1. Description of Work. Contractor shall perform all work specified in the Contract documents for:

**NAME OF PROJECT
CONTRACT NNNN**

(insert contract number & name) **(REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)**

(hereinafter called "project")

2. Provisions of Labor and Materials. Contractor shall provide all labor, materials, tools, equipment, and personnel to perform the work specified by the Contract Documents.

3. Contract Documents. The Contract Documents consist of this Contract, Notice Inviting Bids, Contractor's Proposal, Bidder's Bond, Noncollusion Declaration, Designation of Subcontractors, Technical Ability and Experience, Bidder's Statement Re Debarment, Escrow Agreement, Release Form, the Plans and Specifications, the General Provisions, addendum(s) to said Plans and Specifications and General Provisions, and all proper amendments and changes made thereto in accordance with this Contract or the Plans and Specifications, and all bonds for the project; all of which are incorporated herein by this reference.

Contractor, her/his subcontractors, and materials suppliers shall provide and install the work as indicated, specified, and implied by the Contract Documents. Any items of work not indicated or specified, but which are essential to the completion of the work, shall be provided at the Contractor's expense to fulfill the intent of said documents. In all instances through the life of the Contract, the City will be the interpreter of the intent of the Contract Documents, and the City's decision relative to said intent will be final and binding. Failure of the Contractor to apprise subcontractors and materials suppliers of this condition of the Contract will not relieve responsibility of compliance.

4. Payment. For all compensation for Contractor's performance of work under this Contract, City shall make payment to the Contractor per section 9-3 PAYMENT of the General Provisions section of this contract. The Engineer will close the estimate of work completed for progress payments on the last working day of each month. The City shall withhold retention as required by Public Contract Code Section 9203.

5. Independent Investigation. Contractor has made an independent investigation of the jobsite, the soil conditions at the jobsite, and all other conditions that might affect the progress of the work, and is aware of those conditions. The Contract price includes payment for all work that may be done by Contractor, whether anticipated or not, in order to overcome underground conditions. Any information that may have been furnished to Contractor by City about underground conditions or other job conditions is for Contractor's convenience only, and City does not warrant that the conditions are as thus indicated. Contractor is satisfied with all job conditions, including underground conditions and has not relied on information furnished by City.

6. Hazardous Waste or Other Unusual Conditions. If the contract involves digging trenches or other excavations that extend deeper than four feet below the surface Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any:

A. Hazardous Waste. Material that Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

B. Differing Conditions. Subsurface or latent physical conditions at the site differing from those indicated.

C. Unknown Physical Conditions. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in contractor's costs of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.

In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

7. Immigration Reform and Control Act. Contractor certifies it is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC sections 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and consultants that are included in this Contract.

8. Prevailing Wage. Pursuant to the California Labor Code, the director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with California Labor Code, section 1773 and a copy of a schedule of said general prevailing wage rates is on file in the office of the City Engineer, and is incorporated by reference herein. Pursuant to California Labor Code, section 1775, Contractor shall pay prevailing wages. Contractor shall post copies of all applicable prevailing wages on the job site. Contractor shall comply with California Labor Code, section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to comply with Section 1776.

9. Indemnification. Contractor shall assume the defense of, pay all expenses of defense, and indemnify and hold harmless the City, and its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from or in connection with the performance of the Contract or work; or from any failure or alleged failure of Contractor to comply with any applicable law, rules or regulations including those relating to safety and health; and from any and all claims, loss, damages, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Contract, except for loss or damage caused by the sole or active negligence or willful misconduct of the City. The expenses of defense include all costs and expenses including attorneys' fees for litigation, arbitration, or other dispute resolution method.

Contractor shall also defend and indemnify the City against any challenges to the award of the contract to Contractor, and Contractor will pay all costs, including defense costs for the City. Defense costs include the cost of separate counsel for City, if City requests separate counsel.

Contractor shall also defend and indemnify the City against any challenges to the award of the contract to Contractor, arising in whole or in part from alleged inaccuracies or misrepresentation by the Contractor, whether intentional or otherwise, and Contractor will pay all costs, including defense costs for the City. Defense costs include the cost of separate counsel for City, if City requests separate counsel.

10. Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors. Said insurance shall meet the City's policy for insurance as stated in City Council Policy # 70.

(A) Coverages And Limits Contractor shall maintain the types of coverages and minimum limits indicated herein:

a. **Commercial General Liability (CGL) Insurance:** Insurance written on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. **Business Automobile Liability Insurance:** \$2,000,000 combined single limit per accident for bodily injury and property damage. In addition, the auto policy must cover any vehicle used in the performance of the contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled.

c. **Workers' Compensation and Employers' Liability Insurance:** Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per incident. Workers' compensation offered by the State Compensation Insurance Fund is acceptable to the City.

(B) Additional Provisions: Contractor shall ensure that the policies of insurance required under this agreement with the exception of Workers' Compensation and Business Automobile Liability Insurance contain, or are endorsed to contain, the following provisions.

a. The City, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor; premises owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers. All additional insured endorsements must be evidenced using separate documents attached to the certificate of insurance; one for each company affording general

liability, and employers' liability coverage.

b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.

d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(C) Notice Of Cancellation. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be nonrenewed, suspended, voided, canceled, or reduced in coverage or limits except after ten (10) days' prior written notice has been sent to the City by certified mail, return receipt requested.

(D) Deductibles And Self-Insured Retention (S.I.R.) Levels. Any deductibles or self-insured retention levels must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention levels as respects the City, its officials and employees; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

(E) Waiver Of Subrogation. All policies of insurance required under this agreement shall contain a waiver of all rights of subrogation the insurer may have or may acquire against the City or any of its officials or employees.

(F) Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Coverages for subcontractors shall be subject to all of the requirements stated herein.

(G) Acceptability Of Insurers. Insurance is to be placed with insurers that have a rating in Best's Key Rating Guide of at least A-VII. Insurers must also be authorized to transact the business of insurance by the State of California Insurance Commissioner as admitted carriers as evidenced by a listing in the official publication of the Department of Insurance of the State of California and/or under the standards specified by City Council Policy # 70.

(H) Verification Of Coverage. Contractor shall furnish the City with certificates of insurance and original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be in forms approved by the City and are to be received and approved by the City before the Contract is executed by the City.

(I) Cost Of Insurance. The Cost of all insurance required under this agreement shall be included in the Contractor's bid.

11. Claims and Lawsuits. All claims by Contractor shall be resolved in accordance with Public Contract Code section 9204, which is incorporated by reference. A copy of Section 9204 is included in Section 3 of the General Provisions. In addition, all claims by Contractor for \$375,000 or less shall be resolved in accordance with the provisions in the Public Contract Code, Division 2, Part 3, Chapter 1, Article 1.5 (commencing with section 20104) which are incorporated by reference. A copy of Article 1.5 is included in Section 3 of the General Provisions. In the event of a conflict between Section 9204 and Article 1.5, Section 9204 shall apply. Notwithstanding the provisions of this section of the contract, all claims shall comply with the Government Tort Claim Act (section 900 et seq., of the California Government Code) for any claim or cause of action for money or damages prior to filing any lawsuit

for breach of this agreement.

(A) Assertion of Claims. Contractor hereby agrees that any contract claim submitted to the City must be asserted as part of the contract process as set forth in this agreement and not in anticipation of litigation or in conjunction with litigation.

(B) False Claims. Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and the Contractor may be subject to criminal prosecution.

(C) Government Code. Contractor acknowledges that California Government Code sections 12650 et seq., the False Claims Act, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information.

(D) Penalty Recovery. If the City of Carlsbad seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees.

(E) Debarment for False Claims. Contractor hereby acknowledges that the filing of a false claim may subject the Contractor to an administrative debarment proceeding wherein the Contractor may be prevented from further bidding on public contracts for a period of up to five years.

(F) Carlsbad Municipal Code. The provisions of Carlsbad Municipal Code sections 3.32.025, 3.32.026, 3.32.027 and 3.32.028 pertaining to false claims are incorporated herein by reference.

(G) Debarment from Other Jurisdictions. Contractor hereby acknowledges that debarment by another jurisdiction is grounds for the City of Carlsbad to disqualify the Contractor or subcontractor from participating in future contract bidding.

(H) Jurisdiction. Contractor agrees and hereby stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this agreement is San Diego County, California.

I have read and understand all provisions of Section 11 above. _____ init _____ init

12. Maintenance of Records. Contractor shall maintain and make available at no cost to the City, upon request, records in accordance with sections 1776 and 1812 of Part 7, Chapter 1, Article 2, of the Labor Code. If the Contractor does not maintain the records at Contractor's principal place of business as specified above, Contractor shall so inform the City by certified letter accompanying the return of this Contract. Contractor shall notify the City by certified mail of any change of address of such records.

13. Labor Code Provisions. The provisions of Part 7, Chapter 1, commencing with section 1720 of the Labor Code are incorporated herein by reference.

14. Security. Securities in the form of cash, cashier's check, or certified check may be substituted for any monies withheld by the City to secure performance of this contract for any obligation established by this contract. Any other security that is mutually agreed to by the Contractor and the City may be substituted for monies withheld to ensure performance under this Contract.

15. Unfair Business Practices. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

16. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and included herein, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

17. Additional Provisions. Any additional provisions of this agreement are set forth in the "General Provisions" or "Supplemental Provisions" attached hereto and made a part hereof.

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

(CORPORATE SEAL)

CONTRACTOR:

CITY OF CARLSBAD a municipal corporation of the State of California

(name of Contractor)

By: _____
Mayor

By: _____
(sign here)

ATTEST:

(print name and title)

BARBARA ENGLESON, City Clerk

By: _____
(sign here)

(print name and title)

President or vice-president **and** secretary or assistant secretary must sign for corporations. If only one officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under the corporate seal empowering that officer to bind the corporation.

APPROVED AS TO FORM:

CELIA A. BREWER
City Attorney

By: _____
Deputy City Attorney

LABOR AND MATERIALS BOND

WHEREAS, the City of Carlsbad, State of California, has awarded to _____
(hereinafter designated as the "Principal"), a Contract for:

NAME OF PROJECT
CONTRACT NNNN

(insert contract number & name) **(REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)**

in the City of Carlsbad, in strict conformity with the drawings and specifications, and other Contract Documents now on file in the Office of the City Clerk of the City of Carlsbad and all of which are incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute said Contract and the terms thereof require the furnishing of a bond, providing that if Principal or any of their subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon or about the performance of the work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, WE, _____, as
Principal, (hereinafter designated as the "Contractor"), and _____
_____ as Surety, are held firmly bound unto the City of Carlsbad
in the sum of _____
_____ Dollars (\$_____),
said sum being an amount equal to: One hundred percent (100%) of the total amount payable under the terms of the contract by the City of Carlsbad, and for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor or his/her subcontractors fail to pay for any materials, provisions, provender, supplies, or teams used in, upon, for, or about the performance of the work contracted to be done, or for any other work or labor thereon of any kind, consistent with California Civil Code section 9100, or for amounts due under the Unemployment Insurance Code with respect to the work or labor performed under this Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to section 13020 of the Unemployment Insurance Code with respect to the work and labor, that the Surety will pay for the same, and, also, in case suit is brought upon the bond, reasonable attorney's fees, to be fixed by the court consistent with California Civil Code section 9554.

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

Surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed hereunder or the specifications accompanying the same shall affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alterations or addition to the terms of the contract or to the work or to the specifications.

In the event that Contractor is an individual, it is agreed that the death of any such Contractor shall not exonerate the Surety from its obligations under this bond.

Executed by CONTRACTOR this _____
day of _____, 20_____.

Executed by SURETY this _____ day
of _____, 20_____.

CONTRACTOR:

SURETY:

(name of Contractor)

(name of Surety)

By: _____
(sign here)

(address of Surety)

(print name here)

(telephone number of Surety)

(title and organization of signatory)

By: _____
(signature of Attorney-in-Fact)

By: _____
(sign here)

(printed name of Attorney-in-Fact)

(print name here)

(attach corporate resolution showing current power
of attorney)

(title and organization of signatory)

(Proper notarial acknowledgment of execution by CONTRACTOR and SURETY must be attached.)

(President or vice-president **and** secretary or assistant secretary must sign for corporations. If only one officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering that officer to bind the corporation.)

APPROVED AS TO FORM:

CELIA A. BREWER
City Attorney

By: _____
Deputy City Attorney

FAITHFUL PERFORMANCE/WARRANTY BOND

WHEREAS, the City Council of the City of Carlsbad, State of California, has awarded to _____, (hereinafter designated as the "Principal"), a Contract for:

NAME OF PROJECT

CONTRACT NNNN

(insert contract number & name) **(REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)**

in the City of Carlsbad, in strict conformity with the contract, the drawings and specifications, and other Contract Documents now on file in the Office of the City Clerk of the City of Carlsbad, all of which are incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute said Contract and the terms thereof require the furnishing of a bond for the faithful performance and warranty of said Contract;

NOW, THEREFORE, WE, _____, as Principal, (hereinafter designated as the "Contractor"), and _____, as Surety, are held and firmly bound unto the City of Carlsbad, in the sum of _____ Dollars (\$_____),

said sum being equal to one hundred percent (100%) of the estimated amount of the Contract, to be paid to City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Contractor, their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Carlsbad, its officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed there under or the specifications accompanying the same shall affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alterations or addition to the terms of the contract or to the work or to the specifications.

In the event that Contractor is an individual, it is agreed that the death of any such Contractor shall not exonerate the Surety from its obligations under this bond.

Executed by CONTRACTOR this _____ day of _____, 20____.

CONTRACTOR:

(name of Contractor)

By: _____
(sign here)

(print name here)

(Title and Organization of Signatory)

By: _____
(sign here)

(print name here)

(Title and Organization of signatory)

Executed by SURETY this _____ day of _____, 20____

SURETY:

(name of Surety)

(address of Surety)

(telephone number of Surety)

By: _____
(signature of Attorney-in-Fact)

(printed name of Attorney-in-Fact)

(Attach corporate resolution showing current power of attorney.)

(Proper notarial acknowledgment of execution by CONTRACTOR and SURETY must be attached.)

(President or vice-president **and** secretary or assistant secretary must sign for corporations. If only one officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering that officer to bind the corporation.)

APPROVED AS TO FORM:

CELIA A. BREWER
City Attorney

By: _____
Deputy City Attorney

OPTIONAL ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the City of Carlsbad whose address is 1200 Carlsbad Village Drive, Carlsbad, California, 92008, hereinafter called "City" and

_____ whose address is _____ hereinafter called "Contractor" and _____ whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor and Escrow Agent agree as follows:

1. Pursuant to section 22300 of the Public Contract Code of the State of California, the Contractor has the option to deposit securities with the Escrow Agent as a substitute for retention earnings required to be withheld by the City pursuant to the Construction Contract entered into between the City and Contractor for

**NAME OF PROJECT
CONTRACT NNNN**

(insert contract number & name) (REMOVE THIS TEXT BEFORE PRINTING THE SPECIFICATIONS)

in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be a least equal to the cash amount then required to be withheld as retention under the terms of the contract between the City and Contractor. Securities shall be held in the name of the City and shall designate the Contractor as the beneficial owner.

2. The City shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the City makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.

4. The Contractor shall be responsible for paying all fees for the expenses incurred by the Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account

only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.

8. Upon receipt of written notification from the City certifying that the Contract is final and complete and that the Contractor has complied with all requirements and procedures applicable to the Contract, the Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. The Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to sections (1) to (8), inclusive, of this agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release, conversion and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notices or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

For City: Title FINANCE
DIRECTOR
Name _____
Signature _____
Address 1635 Faraday Avenue, Carlsbad, CA 92008

For Contractor: Title _____
Name _____
Signature _____
Address _____

For Escrow Agent: Title _____
Name _____
Signature _____
Address _____

At the time the Escrow Account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

For City:

Title MAYOR

Name _____

Signature _____

Address 1200 Carlsbad Village Drive, Carlsbad, CA 92008

For Contractor:

Title _____

Name _____

Signature _____

Address _____

For Escrow Agent:

Title _____

Name _____

Signature _____

Address _____

Exhibit D – Public Input Summary

Veterans Memorial Park Public Art Public Input Summary

August 24, 2023

Key themes summary

Several focus groups and a survey were conducted in North San Diego county to gather feedback about the public art component of the Veterans Memorial Park Project. These input opportunities allowed staff to create a safe place for veterans, active-duty military and their loved ones to share their thoughts and ideas for the public art component of the park. Staff used open ended questions to engage participants in open conversations, reflect on prior experiences visiting memorials and public art in the country and share their expectations when visiting a veterans memorial.

Below is a list of key themes that emerged at each focus group.

General themes:

- Tell a story
- Recognize all branches of the military
- Portray veterans from all ages and backgrounds, including women and diversity
- Include youth and future active military that will become veterans
- Acknowledge families of veterans who also make a sacrifice
- Reflective
- Interactive
- Embraces local nature
- Unique to and reflection of Carlsbad

All public art public input results

For further reference, all public input compiled specifically for the public art component of Veterans Memorial Park is embedded below. The input is segmented by group and survey results.

Military Affairs Committee focus group, Carlsbad Chamber of Commerce, 08/18/2023

Key themes:

- Accessibility
- Golden hour
- Include people with noncombatant jobs: nurses, doctors, etc.
- Active and retired vets need to see themselves
- All wars
- All branches recognized

Virtual multi-branch focus group, 08/16/2023

Key themes:

- Through art, inspire young people to join the military
- A piece that inspires honor and respect
- Use the natural environment to heal, renew
- Bold
- Highlight diverse cultures, backgrounds, cultural groups
- Add an education center or learning elements
- Include young voices
- Memorialize past warriors and inspire future generations to feel like they belong
- Diversity
- Culturally diverse, colorful, bold
- Remembrance
- Pride
- Capture names
- Serene

Veterans Association of North County focus group, 08/16/2023

Key themes:

- Interactive
- Dynamic, textures, colors
- Visually appealing
- Peaceful views and environment
- All branches represented
- Highlight the local aspect
- Naming opportunities, a place to perpetuate the memory, like bricks
- Highlight their humanity, their struggle once they return
- Show veterans in relation to their families, the places they call home
- A place for reflection – calming water element
- A place for healing

City staff internal focus group, 07/20/2023

Key themes:

- Create a calming experience
- A place for reflection
- Highlight Carlsbad's unique beauty: flower fields, ocean view
- Show diversity of ages, backgrounds, ethnicities, gender
- Memorialize the people who sacrificed
- A marine voice
- Represent all the branches
- A place to connect with nature
- A place for special experiences, such as commissions or retirements
- A statue made with Legos
- A place where we could reflect about Carlsbad's history
- Tell the story of Carlsbad veterans
- A place that can be continuously updated/actualized
- A place that is beautiful and people want to go back to
- Figurative art

- A place where people can exhibit their art, in partnership with schools, etc.
- A public art piece that includes movement and change

Marine Corp League Detachment 21 focus group, 07/20 /2023

Key themes:

- Serenity
- Incorporate dependents, families
- Golden hour is not talked about enough
- Make the opening of the art on a meaningful day
- Focus in all branches
- Show the pain
- Simple but powerful
- It would be good if the artist was a vet. They connect with their own experience.
- Visually show how many people have died (boots, bricks)
- Interactive
- Educational
- History
- Evolution of military
- The reason why we volunteer

Online survey, through 08/22/2023

Key themes:

- Interactive
- Culturally diverse
- Water feature
- A place for reflection
- Use official seal of each branch of service
- Include all branches
- Peace, serenity, reflection
- Paying tribute to all wars and military advancements, women, technology
- Different missions, singularity of purpose
- Include history for a learning opportunity about American history and the involvement of veterans in preserving the freedoms we enjoy today
- Open space that is not intrusive
- Shaded seating area
- A dynamic space that encourages movement between the components for a full experience
- Realistic
- Evokes the senses
- Males, females, family members

Exhibit E – Public Input Results

Veterans Memorial Park Public Art Public Input Results

Table of contents

- I. Military Affairs Committee focus group, Carlsbad Chamber of Commerce, 08/18/2023
- II. Veterans Association of North County focus group, 08/16/2023
- III. Virtual multi-branch focus group, 08/16/2023
- IV. Marine Corp League Detachment 21 focus group, 07/20/2023
- V. City staff internal focus group, 07/20/2023
- VI. Online survey, through 08/22/2023

I. **Military Affairs Committee focus group, Carlsbad Chamber of Commerce, 08/18/2023**

Date	08/18/23
Group name	Military Affairs Committee, Carlsbad Chamber of Commerce
Number of participants total	11

Comments/questions during the presentation:

POW flag at the memorial site flag pole

How would you honor past and future military service members through public art at the upper plateau of Veterans Memorial Park?

Would the garden be accessible?

Aircraft, from someone nose

How will the golden hour be addressed?

They show a movie, helicopter, from Vietnam, soldiers waiting to hear from them.

Vietnam, they participated in Saigon, they had different routes coming in, the embassy, each time they would see the power line getting closer and closer.

Is there a main focus, like marine corps, or aviation component, Iraq, and Afghanistan, or it will cover all of the different wars?

Marines and sailors probably will be more prominent in the display, being closer to Carlsbad, besides airmen, etc.

When you say art, is it one piece or several pieces?

Helicopters are the mode most wounded soldiers get medical attention. That's why it is so important to mention/highlight the golden hour.

It would be nice to have something that recognizes the work of nurses, these are all veterans, for everyone. You have a whole number of people, combat, doctors, nurses, they need to relate somehow to the art regardless of how they served.

People will be coming to see the memorial from the heart. It is not just a park.

Active duty and retired vets need to see themselves.

You have to highlight all services working together. You couldn't do it without everybody's work.

Will there be multiple trails, with multiple stories, and then maybe coming at the main art piece? Each trail can be a branch or work in the military, but we all work together to get to the same place.

Army/Navy Academy has a memorial, has it been discussed to move this piece into the park?

What else you would like for us to consider regarding the public art for Veterans Memorial Park?

Clarified that the park isn't Vietnam focused.

Are there any places for statues that people could pay for?

II. Veterans Association of North County focus group, 08/16/2023

Date	08/16/23
Group name	Veterans Association of North County
Number of participants total	5

How would you honor past and future military service members through public art at the upper plateau of Veterans Memorial Park?

Visually appealing, interactive. Airforce monument, spires, in DC comes to mind. Know instantly what branch is represented.

Like the local aspect, someone from the region, history, those who died in Carlsbad as a focus. Tie to veterans of the future. Wife from Australia, small towns lots of representation of local service people, family oriented. Simple statue, not too large. Looking in admiration as a child, naming of the local veterans.

The mural in Vista, no one knows what it is, just colors like pinks, etc. Created by Pinamonti, statue of man killed in Vietnam reading letters, has names of those killed in action. Felt moved.

Interaction, texture and color is grounding for veterans. Inclusion of shadows, shades, shows skin tones, male and female, texture, grain. Example of butterflies exhibit using texture

What type of public art places give you a sense of renewal and inspiration? Are there places or works of art that you've visited that evoked a sense of remembrance and pride?

Rosecrans Cemetery, maximize contours of the surrounding hills. Peaceful views

Landscape important. Continue, perpetuate the memory. Bricks and served, great location at the upper plateau with the landscaping, allows for the season and changes.

Book, "Heroes Lived Here", Amy Forsythe, wrote about all the memorials, Camp Pendleton

Gary, shared from a friend: I picture a combat veteran, in full gear with helmet, holding hands with wife and children, "he did the time, now we must help him realign".

Takes a courage of a warrior to ask for help. One percent of the nation has served in combat. No grotesque.

Marine Corp Museum, Legacy Walk, sponsor bricks of people who served

No particular place that I've seen as art in open, every works of art evokes a different feeling

What else you would like for us to consider regarding the public art for Veterans Memorial Park?

Personal experience, have the artist be sensitive to people's feelings, not offend anyone as they did in Seattle, upside down disassembled fighter jet, very offensive. All branches to be represented.

Expand to family members, writer groups, children's writers group, veterans, dependents, scholarships

Future and present, healing your inner child, military child, looking up to itself, reflection as he looks back to him. Calming water element, fountain.

Dignify the art through veterans. Loves the veterans involved in San Diego County, 1/3 of the community are veterans. Include veterans in the ecosystem, their family.

III. Virtual multi-branch focus group, 08/16/2023

Date	08/16/23
Group name	Virtual – multi-branch focus group
Number of participants total	3

How would you honor past and future military service members through public art at the upper plateau of Veterans Memorial Park?

To inspire future children to join the military and keep them in. Honor where they came from and how they can bring it back. Honor & respect.

From chat bar: “It would be triumphant to overcome the term diversity and embrace who America is.”

Hope for a strong number of women who served before WW1, in & out of military, to be recognized.

Don't meld women into 1 group. Group diverse cultures, backgrounds, reflect cultural groups perhaps in a sculpture. Education center or learning elements at the park.

Diversity aspect. San Diego County region. Typical young, white male are thought of, does not represent the population moving forward. Represent to show young people how and inspire them. Younger generation engaged.

At Palomar College 6-years-ago; Culturals, past. They took an old, ugly, huge building and incorporated parts of cultures, making it big bold, and colorful.

What type of public art places give you a sense of renewal and inspiration?

Are there places or works of art that you've visited that evoked a sense of remembrance and pride?

Quantico Museum, Virginia. Incredible. Takes you back in the moment, remember. Also, just going out in nature has beautiful healing. Incorporate the use of nature, not art but renewal.

Young voices are important, pull them in. Have classes, group meetings, focus groups there. Diversity doesn't embrace concept. Star Trek example, lots of imagination. Peers should be involved in Carlsbad.

Loves going to the Vietnam Memorial Wall. Feels emotional, emotional experience, gives renewed sense of doing the right thing. Remembrance, pride. No connection to those people but feeling a connection to them. Faces a huge open space but feels serene. Elevated, used the hill in the design. In track with the environment. Simple lighting empowers, simple to captures names. Serene. Nature around.

What else you would like for us to consider regarding the public art for Veterans Memorial Park?

Be bold. Keep out of the box. Politics aside. Serve the people. Remind that they are serving people, not government. Young people see, we need to protect our neighbors.

When we started this discussion, the Vietnam Memorial Wall (Washington DC) was mentioned, people have fought for sense of hope, freedom and peace. The artist will be challenged and struggle to memorialize and inspire future generations to feel like they belong, be a part of here. We have to get out of the mindset that a 'vet is a vet', we are all a people. Granddaughter says to me, thank you for your service. This tells me that she thinks I have done something positive. Honor those serving.

IV. Marine Corp League Detachment 21 focus group, 07/20 /2023

Date	July 20, 2023
Group name	Marine Corps League Detachment 21 at Veterans Association of North County
Number of participants total	9

Have you seen veterans public art that really caught your attention? What’s not there that you’d like to see memorialized?

Very simple memorial, the one in Arizona, all pillars lined up, it’s at 11 a.m. it shines through all the pillars and shows the seal on the floor. Anything on DC, Korean, Vietnam,

Pearl Harbor, it’s only a bridge but very impactful.

Mt. Soledad before the plaques, it was very serene. I’m not too keen on the plaques they place there right now.

WWII museum in New Orleans, bricks memorializing veterans start from the street. They keep making more room to add more bricks. It was a nice way to dedicate something to their relatives who have sacrificed.

Talking about the Marine Corps base, the fifth marine regiment, different set ups for young marines who have died in combat. Someone asks if the city has looked for any sponsors. Vet suggested Tony Morso, who owned Camp Pendleton, he owned Capistrano all the way down to Oceanside. He is a big provider for the historical society, also the guy who founded Fedex was a marine captain, there is a lot on that base that can give you inspiration. We just put up a statue of Cpt. Pendleton, 200,000 bronze statue.

I’m a Vietnam vet, we weren’t well liked when we came back, we have to force people to like us again. We don’t memorialize Vietnam guys at all. Everyone always volunteered for a reason, and just with other wars, they did it for a reason and we are missing all that. We put something nice in the art but why are we doing it? What’s the reason for it? Talk about the people who volunteered, why they did it. Men and women who have fallen in combat, it was for a reason. They loved their country. I was in college and I said I’m going to Vietnam. Talega, where we had the Vietnamese refugees, the big thing is that there are a lot of things to see. Talk to the communications official on base to enter the base and have a tour of those memorials.

Oklahoma Bombing Memorial, the chairs, when you walk through it there is a story. If Jose was going to develop a memorial, it would be with some type of history over time like old story military, how we’ve evolved as the military.

MCRD museum – should visit. There is a hand towards Talega and talks about the refugees, you sit in it and you read it, very powerful.

Marine and Army guy, I did both. I’ve seen Ft. Worth TX and I’ve seen the memorials for both branches of service, the artist, it would be more meaningful if the artist was a veteran. It is great to see somebody pouring their hearts in it. A police officer rescued a flag from 9/11. I was in NJ, was asked to open the flag at a ceremony, US Open, was going to. They gave it to me in a box. Box was made out of rubble from 9/11, I was chained to the box, it was televised, someone painted that image on the side of the building. But it was

June 12, 2024

Item #1 Page 103 of 110

some painter, no real connection to it. It would be wonderful to have someone who really is going to understand, put their hearts down into the art. There was this other memorial. Every road, from every gate, there was a set of boots signifying all people who have died. There are so many boots, no names, just a huge numbers. That means more. It is a visual. An understanding. To visually see a million boots, it hits you more than to say the number. Less is more but it gives the person an understanding of how many people died. Focusing on all branches. Seals museum, they show you through the pain they go through. There is nothing to really signify the gut-wrenching pain, when I saw the boots it was painful.

Somehow incorporate dependents. Because the families suffered.

Agree. When I was in Iraq my family didn't know if I was coming back. They suffered too.

I would like to see talk of the golden hour. Not a lot of people know about this but it is when a marine is wounded, if he gets medical attention in the first hour after getting hurt they will likely survive. In Vietnam, people looked at the sky, that was the only help they could expect.

For the location and the installation, think about veterans who can't walk, climb stairs. Consider the handicapped. The golden hour is something that is not talked about enough.

Someone talks about how now they do bike tours and boat rides in Vietnam, when there is still so much ordnance and mines, still buried in many places.

If you are going to unveil the art or open the park, choose April 30, 2025, anniversary of the end of the Vietnam war.

Visit the Vietnamese memorial on base at that time.

Something that represents veterans in their totality. Veterans since the year 1775, all the way to now. Most veterans are seniors. Something that represents veterans in all their service that made this country a great country.

V. City staff internal focus group, 07/20/2023

Date	July 20, 2023
Group name	Internal focus group with city staff
Number of participants total	10

**What comes to mind as someone who has served? When you think about visiting a public park site?
What would you like to have, or experience?**

Beautiful view, with the ocean and all, how can we enhance it to be more meditative, a pond, a fountain. Visiting son in San Jose, they had a great water fountain, acres of flowers, very calming experience. One of the themes is Carlsbad, why don't we add some flowers to show what Carlsbad represents? Sit down and reflect. I would like that.

For me, hit me on the head, I visualize an open area and the flower fields, different varieties of flowers you can walk through, some type of trail, all different types of colors, something serene and comfortable.

I really, when I think about my time, is so much community and we served as young adults and have such diversity of people, even people here right now, we come from different places, we served together, there is so much in common between us. I want to see everyone represented. Every time people assumed my husband is the one who had served, not me as a female, I think I'd like to see that diversity represented.

Maybe I was in Chula Vista veterans area, part of the military is the sacrifice and for some the ultimate sacrifice. They had the names of people who were from the city, from Chula Vista so many who made the ultimate sacrifice. It would be great to have that list as part of the memorial to see the names who served from Carlsbad.

I think we need some marine voice. I love history, love military history, serendipity art, in Solana Beach one of the ocean walls has a dedication to the military, so well done, the anchor memorial somewhere but in the beach park the beach wall there are connections, there is a city in OC, a little street sign, directions to Marine Corp history, etc. a little plaque to honor all the veterans, that's it, this is a big park with a larger theme, little things serendipitous, I like the flowers too.

Along the lines of representing the different branches, my wife and I walk a lot. I saw it in Encinitas, and I also saw different statutes, something representing each branch, sailor, marine, in bronze, a conglomerate of those branches somewhere it would be nice if we could add. Might not be feasible with the money available.

I was thinking something at nighttime that is lit up that shows the three branches, when you drive and you see something on the hillside, and I also like the historical approach, I also enjoy seeing the history of how these branches have come to be and what they have done.

I see that in the rendition there is a flag pole, a representation of the flag, that is huge, we are serving the whole nation, regardless of where we are around the world. I think it needs to be something special. I like other people's suggestions.

Following up on that, absolutely. The flag made me think many years ago, there was a lawsuit because of the flag, I would hate to see something like that happening to Carlsbad, how do we get past that? We have

people who served 9, 20, 25 years, how do we sell little plaques, raise more money to put money into the park.

There was clarification that fundraising was possible.

Regarding diversity, to find a way to show how branches are connected, the coast guard is at the core to which the navy wraps around, I don't think people know about this, maybe 1%, so I think it would be an educational piece showing how they support each other in times of war.

I wanted to go back to the flag and representation of each branch and a flag, maybe there is a way to show coast guard, marine, navy, those should be represented somehow.

I wanted to share that in addition to the coast guard, now we have the star force, and include them as well, Edward was talking about this idea, fundraising. Are talking about that later? Can we talk about that now? If you have any P&R fundraising opportunities maybe we can share the information.

What types of places have you been to that gives you reflection, inspiration and what are the elements of those places, a sense of place?

I grew up in the N. East, serenity, the landscape, I love the forest, the mountains, I connect with nature most. Natural, habitats, connecting to what's here and what has been here before the Spanish were here. Love the flowers, love the trees.

The same thing, a lot of the answers touched on that, the water, the fountain, I was stationed at the Pentagon and all the monuments, Vietnam, etc. there is that serenity because there is an opportunity to reflect, to be with nature, enjoy the time. It's going to be used for ceremonies for someone who wishes to retire, maybe some honor or recognition, something along those lines, maybe consider it, not like everyone who is coming to reflect, but also for how beautiful it would look for a little P&A for a moment in time, enlisting, or getting their commission or retiring.

How do you think this public art could reflect the identity of the City of Carlsbad?

Paul mentioned the statues, maybe Legoland can make them in Legos, more brainstorming. At least the pavers.

History, we know there are other people before us. Any thoughts about reflecting our history?

We have the names of the Kellys, people who have street names, Capitan Marron, Pio Pico, that might tie in that time in history.

Tell Carlsbad's veterans stories. I visited a veterans memorial plaza in Vista, in Old Vista. There is a part of the plaza that combines water feature, memorial wall, bronze statues, and uses them in this context, they use letters of Vista residents that were sent home while people were stationed, the letters were transcribed into the pavement. You can read the service members' letters written back to their families. What Vista residents were experiencing, how they were responding.

@ Legos, this park is not only for adults, but for families and children and to represent Carlsbad maybe add a Lego vibe to it, could be a playground made out to look like Legos.

What else would you like us to consider as we look for an artist?

Being a forever place, knowing that there will be more veterans, something to keep it actualized, time-proofing it, plaques, fundraising.

Something with tons of bronze statues, a place over the top.

Some public art works in SD are dedicated to the US navy or other military, and sadly the larger, more conspicuous pieces are defaced. I try to think the monument aspect of it, from the maintenance point of view, the more monumental the piece the more people mess with it.

I don't want, when folks are thinking about vets, they think the barb wires, back in the old days, and that can get very heavy, I went to the WWI museum in KC, and it got heavy, great history, as a vet but all the guns and the barb wire, that just takes away from what we are trying to accomplish with this piece.

I don't want to see fences, sectioning property, anything that encloses the property has to be appealing. Are you doing any kind of look out point in the hill? Telescopes or viewpoints?

We would suggest that to the artists, we go with the artists idea, with people's ideas to create the art.

I live at double-peak, there is a view point, they have pinned on the ground what everything is.

Not having a heaviness about it. I want to go someplace where I feel good, and people want to go back to. So it is a nice experience. I like statues. I can walk away with an emotion vs. so subtle that I have to read an entire wall, and those are nice too but they don't do as much for me as a reflection for people. It's for community members.

I like figurative art, it doesn't have to be so literal. There is a Marine memorial which consists of an ocean wave with seagulls to commemorate those who died at sea, it's a coastal town, more conceptual.

How do we bring the schools, create some art, some awards, something for kids to hang art and scroll through, people would come to see what the kids did.

I wouldn't want a type of memorial that had an ulterior motive or agenda, war sucks but those who try to pass a message along those lines, I have an issue with those.

In Oceanside, they put paintings all over, with prices, then post the artwork somewhere.

I thought of one, I really like those that you see it from one angle and you see something and then you change position and you see something so different, a tribute to veterans but not just one view, but movement and change.

VI. Online survey, through 08/22/2023



Q1 How would you honor past and future military service members through public art at the upper plateau of Veterans Memorial Park?

#	RESPONSES
1	Interactive art projects that include historical details and reflects on the various veteran cultures.
2	A statue, wall engraving, fountain, water feature, bench or monument that reflects both women and men.
3	With a place for reflection.
4	Use the official seal of each branch of service. Inscribe "Dedicated to those who serve - past and future".
5	ensure all branches are include
6	Paying tribute to all wars and military advancements(equipment, women, technology) in each.
7	peace and serenity, reflection
8	I would like the different branches to be represented in a unified way to illustrate that while each branch has a different mission, their is a singularity of purpose (i.e., service to the United States of America).
9	I would like to experience something that compels me to engage. Something historic that could also incorporate opportunities to learn more about our American history and the role that veterans have played to provide the freedoms we enjoy today.
10	I'd like to unwind and
11	Open space that allows the enjoyment of vistas, colorful vegetation that's not obtrusive, and nice walking paths and covered sitting areas.
12	I would like to experience being thankful for veterans and being reminded of what Veterans have done for America.
13	I'd like to experience art that has coordinated components. Maybe something that encourages movement between the components for the full experience.

Q2 What type of public art places give you a sense of renewal and inspiration? Are there places or works of art that you've visited that evoked a sense of remembrance and pride?

#	RESPONSES
1	Spaces that include art in multiple forms including spoken words and music.
2	Water features, fountains, or statues of women
3	Anything with water.
4	Washington DC. Because I'm a female veteran, the Women's Military Memorial makes me very proud.
5	something that is realistic, and evokes the senses. something you can touch and feel. true colors of veterans and military not just shadows. inclusive or male female and family members.
6	Women's Military Memorial Washington D.C. Artwork on Military Instillations
7	meditative, peaceful
8	I think it should have a certain amount of gravitas to invoke reverence for those who served.
9	I would like to feel unapologetically American. Two things give me the chills and almost bring me to tears every time I participate; voting and singing the national anthem. I want to feel that when I view the public art.
10	Inspired and connected. I want to feel connected to the community. In this case, the art would connect me to the military and veteran community of the city. As a reminder 22 veterans take their own lives every day. Although it is too solemn of a subject for the main art piece, it may be something to address elsewhere in the park to bring awareness to the many veterans that are still suffering.
11	Relaxed and calming art portraying mountains, ocean/beach, open water (sea), and forests views.
12	I want to feel proud to be American.
13	I'd like to feel the honor and sacrifice of military veterans--not merely the patriotic duty but the real impact of military service including separation from loved ones, living in another land and culture, doing work that sometimes leads to loss of life.

Q3 What else you would like for us to consider regarding the public art for
 Veterans Memorial Park?

#	RESPONSES
1	Inspirational and youthful forms in lieu of memorial-type forms.
2	The entire park should have markers of remembrance so that all who utilize park can also learn about veterans and military service. Perhaps mile markers with QR codes etc. Should be handicap accessible.
3	It would be nice if it were interactive.
4	Don't forget to represent women. Maybe you can have the public buy a small plaque with service members info for a fee. Create a wall for the plaques.
5	Have a collaboration of local veterans perform the work. The military is about family, unity, battle buddies.
6	Please consider recognition of all wars, the diversity of the military both in race and gender. Many times, women are not represented at all. In addition, inclusion of all races, specifically, Blacks, Hispanics Asian, and Native Americans. Many have contributed to our freedom, and some have sacrificed yet, not all are represented publicly.
7	the beaches
8	Quiet spaces with a vantage point, where the design seems much simpler than it really is.
9	On the ocean miles away from land. The mountains or the outdoors when there isn't another person around for miles.
10	Nature. The mountains, the forest, the ocean. I love to feel a nice breeze. I love to feel the sun.
11	Snowcapped mountains, beach, and forests.
12	Landscaping that includes grass, trees and colorful flowers. Inspirational murals or photos.
13	Open spaces, high spaces, natural spaces with water