



CALL *for* ARTISTS

OPEN COMPETITION

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

Barrio Traffic Circle Public Art
Capital Improvement Program,
Project No. 4015

Date issued Friday, April 26, 2024

Due Monday, June 24, 2024
5 p.m.

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Call for Artists Qualifications

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 work of art for the Village and Barrio traffic circle project located at the intersection of Pine Avenue and Harding Street in Carlsbad, California. A permanent public art should reflect the **Barrio's neighborhood identity** and **cultural and historic heritage**.

As a site-specific piece, the permanent public art will connect to common themes shared by residents:

Barrio pride

Pride was expressed about not just the history and heritage of the Barrio, but the strong sense of community and diversity that exists today. A strong work ethic also came through as a source of pride, from the early days of working as ranchers and farmers and continuing today.

People helping people

Taking care of one another is something that came up often. Barrio residents feel a sense of security and connectedness because there are strong family and community ties and culture of looking out for one another.

Authentic, unique beauty

Many people described the Barrio as peaceful, beautiful and clean, with pride of ownership demonstrated through how people maintain their properties. There is unique charm in the architecture and history of original homes and cottages. It stands out as a unique part of Carlsbad.

Hope and promise, rooted in history

The Barrio is a safe, secure place that provides a solid foundation upon which people can pursue their dreams of a bright future. Seeing local landmarks as they were in the past helps keep the community connected to their history and creates a sense of nostalgia, while serving as a reminder of the opportunities available to all people.

Project Description, Traffic Circles

Overview

The City of Carlsbad Public Works Department is planning to implement the initial phase of traffic calming that was identified in the Village and Barrio Master Plan. This initial phase consists of five (5) traffic circles, two (2) traffic calming features, and one (1) crosswalk improvements at intersections located within the Village and Barrio neighborhoods. Public art has been identified at the intersection of Pine Avenue and Harding Street to be incorporated into one traffic circle.

Purpose and Need

The purpose of the project is to provide traffic calming features and enhance safety for all modes of transportation in Carlsbad's Village and Barrio neighborhoods. Traffic calming measures can enhance safety for all users, support walkability, enhance quality of life, and increase property values. The project study area consists of primarily residential land use with some supporting land uses. The users of the mobility network include elementary school children, seniors and residents of all ages. Key destinations within the study area include Pine Avenue Community Park, the Carlsbad Senior Center, Chase Field and Jefferson Elementary School.

Background

The Village and Barrio are the historic heart of Carlsbad, representing Carlsbad's past, character and culture. The Village and Barrio Master Plan sets forth a vision to honor the very best of these two neighborhoods while adapting to changing community, environmental and economic needs.

The [Village and Barrio Master Plan](#) also establishes the vision for the ideal future character and development of the two areas and sets forth the strategy or "roadmap" for achieving that vision. This plan has been developed in consultation with the Carlsbad community through an iterative process that began in 2013.

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.

About the Carlsbad Barrio

Carlsbad's Barrio is the city's first residential neighborhood, dating back to the early 1900s. Today it's home to families who have lived in the same home for generations along with newer residents of all ages and a mix of original homes, remodeled properties, newly built condominiums, places of worship and small businesses.

The roughly 135-acre Barrio area first served as a residential enclave for new immigrants supporting the agriculture economy of the city. Today, the Barrio reflects elements of its past in its historic buildings as well as in its long-time residents and cohesive community. As with the Village, the street grid and alleys that cross much of the Barrio contribute to a connected and walkable community.

The site's history also has strong ties to education. The city's first school, built in 1872, sat on the intersection's southwest corner, which later served as the first home to the Carlsbad Unified School District. Today, this building has been repurposed as the city's Senior Center and Parks & Recreation offices. This site was also the original location of the city library's Centro de Información, the Library Learning Center, provides books, audiobooks, magazines, newspapers, CDs, DVDs to meet the informational, educational and recreational needs of public. The center also offers bilingual programs for children and adults, free use of computer lab, and literacy tutoring in basic reading, writing, and computer skills for adults. The Adult Learning Program has been a model for promoting literacy by providing free tutoring in basic reading, writing and computer skills, serving hundreds of adults since its founding and also offers Career Online High School, a free, accredited online high school diploma program. The Library Learning Center was the third library to open its doors in Carlsbad and serves nearly 5,000 children, teens and adults each month and features a Spanish, English and bilingual library collection for all ages.

Land use in the Barrio is primarily residential, with a wide range of housing types, from single-family and two-family dwellings on small lots within the center of the neighborhood along Roosevelt and Madison streets to higher density multi-family residential development located around the neighborhood's perimeter west of Interstate 5 and east of the railroad tracks. Other uses in the Barrio include public,

institutional, recreation, and limited commercial and industrial uses. Pine Avenue Community Park and Community Center and Chase Field are next to the City of Carlsbad Senior Center.

Arts and Culture in Carlsbad

Arts and culture have long been essential components 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 on arts programming and 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 the community into their work.

The goals of the program are:

- To increase the understanding and appreciation of art in public places for 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

Carlsbad Municipal Code 2.18.110 requires that a minimum of 1% of the cost of certain construction projects be dedicated to public art. The city's Art in Public Places Program is administered by the city's Cultural Arts office, which follows a set of policies and procedures that guides the entire process.

The public art process involves:

- Engaging the community in creating a vision for the artwork
- Convening a Public Art Advisory Subcommittee representing the community, artists and other stakeholders who will choose the artist
- Working with the artist to connect with the community and engage them in the design process, then responding with specific designs
- Engaging in review and approval by the city's Arts Commission and City Council
- Finalizing and installing new public art
- Maintaining the public art

What to Expect with this Project

In December 2023, the community was invited to share input about how the new permanent public art could best reflect the Barrio's neighborhood identity and cultural and historic heritage. [The input summary](#) (Exhibit B) may be found on page 11.

The selected artist or artist team should anticipate participation in additional community engagement activities, prior to settling on a final design:

- Phase 1: Vision for artwork
- Phase 2: Selection of artist
- Phase 3: Artist collaboration
- Phase 4: Feedback on the proposed artwork

The Final Work of Art should:

- Be an original, site-specific treatment to public space that creates a sense of place in the proposed outdoor location, and attracts and welcomes visitors to the neighborhood
- Be engaging and aesthetically pleasing to individuals of all ages and backgrounds
- Be fabricated from durable, low maintenance material that can withstand the outdoor elements and requires minimal maintenance
- Illumination of a light-based sculpture must not intrude on neighboring homes
- The artwork must not create a disorienting situation or cause a distraction for drivers, bikers, pedestrians (i.e. highly reflective material discouraged)
- The artwork must improve and not detract from the safety of the site
- The artwork must allow for visibility to oncoming traffic and pedestrians
- The artwork should be designed "in the round" and be equally intriguing from all angles

- The artwork should be scaled to the attention of approaching drivers, but should not be so detailed that it requires up-close or extended inspection for appreciation
- Interactive artwork is discouraged, and sculptures must not create a desire for pedestrian activity (i.e. selfies). The traffic circle is not intended to be a gathering spot, which would cause pedestrians to cross traffic
- Incorporate input from the Carlsbad community, including but not limited to nearby schools, with a sensitivity to the environment, history, traditions, and iconography that uplift the prideful aspects of this community
- Embrace the community values that make up the [Carlsbad Community Vision](#)

Prospective Site

See the attached Exhibit A.

Submittal Requirements, Eligibility and Selection Process

The Call for Artists Qualifications is established for professional artists based in California. Carlsbad-based artists are encouraged to apply.

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 or background that qualifies you for this project.

[Rating criteria weight: 30 points]

Artist Portfolio.

A minimum of four (4) 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 two or more public art commissions over \$50,000 per project. List materials costs, rates and other costs per referenced project. Provide brief (no more than 200 words) narrative on community engagement process involved with each project. Artist or artist teams should have extensive community 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]

Project Schedule and Value-Added Offerings.

Estimated 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]

Only complete and final submissions following the requirements outlined in this document will be

considered and moved forward to the next step for consideration. Artists and artist teams will be asked to submit materials to be reviewed, considered and evaluated by the Public Art Advisory Subcommittee. The Public Art Advisory Subcommittee is an in-person, public noticed meeting, comprised of city Arts Commissioners, arts professional(s) and community members. Then the short-list of qualified artists and artist teams will be narrowed down to include the highest ranked finalists, and those artists or artists teams are invited to participate in in-person interviews at the next scheduled Public Art Advisory Subcommittee meeting. At that time, artists and artist teams will need to describe their past experiences and qualifications on how it relates to the current Call for Artists Qualifications for the Barrio Traffic Circle public art project. The city will offer a standard and reasonable payment to all participating artists and artists teams for their in-person presentation/interview with the Public Art Advisory Subcommittee.

This Call for Artists Qualifications process does not involve that the artist or artist team prepare any specific ideas based or proposed design concepts for their submission materials. Once an artist or artist team is selected, then they will enter into a design agreement and it's at that time the site-specific artistic proposals for the project are developed after learning more about the project through site visits and interactions with city staff, the project and design team and through conversations and input by community stakeholders.

The selection process will take place in multiple steps:

- City staff will identify a short-list of qualified artists or artist teams to begin the submission application process. Once application materials have been submitted, the first Public Art Advisory Subcommittee meeting will commence.
- The Public Art Advisory Subcommittee will review, consider and evaluate the artist and artist team application submission materials.
- The highest ranked artists or artist teams will be invited to give presentations and be prepared for an interview by the Public Art Advisory Subcommittee in an in-person, publicly noticed meeting, comprised of city Arts Commissioners, arts professionals, community members and city staff.
- From these presentations, the Public Art Advisory Subcommittee will make recommendations on which artist or artist team will be invited to enter into a design agreement, then develop a site-specific proposal for artwork.
- The selected artist will enter into an agreement (Exhibit C) for the design portion with City of Carlsbad.
- The artist's design proposal will be shared with the community in order to receive feedback.
- Following community input, the design will be reviewed and approved by the Carlsbad Arts Commission and Carlsbad City Council. Once reviewed and approved, the artist will enter into a fabrication and installation contract (Exhibit D).

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
- Consider communities' artistic and cultural expressions and feedback by including them in the process
- Demonstrate sensitivity and awareness of 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, 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 \$50,000 per project, materials costs, rates and other costs	25 points
Estimated 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 Materials

Submittals for the Call for Artists Qualifications shall be 8.5 x 11 inch, 11-point font or larger, 1.15 space between lines, and maximum twenty (20) pages total in length. Four (4) to ten (10) images may be placed onto the document. Document to be bundled into a single .pdf format for final submission. Each page within the submission should be labeled with your name and contact information at the header.

Email submission materials to: arts@carlsbadca.gov

Subject line: Barrio Traffic Circle, Call for Artist Qualification Submission, Your Name

Deadline for submissions: Monday, June 24 by 5 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
 Fiona Everett, Senior Management Analyst
 E: fiona.everett@carlsbadca.gov
 T: 442-339-2090

Budget

The total budget for this public art project **is not to exceed \$110,000.**

The selected artist will receive a design contract (Exhibit C) for \$17,600 to develop a site-integrated design proposal. If the design proposal is accepted, the artist will receive a subsequent contract (Exhibit D) of up to \$70,400 to fabricate and install the artwork. Additionally, \$22,000 will be withheld for administrative, conservation and other related project costs. Artists should know that any proposal by a selected artist or artist team must undergo an extensive approval process which may include revision or modification through the city's Art in Public Places Program and required city contracts. Please consider this approval process and contractual process and obligations when submitting qualifications. 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 Public Works processes.

Project Schedule

The city is set to complete final design for the traffic circle, along with other traffic calming features, and will go to the City Council for approval of the plans and authorization to advertise to bid in summer 2024. Construction is anticipated to begin in late 2024.

The artist or artist team will work with city staff to develop the artwork within the schedule of the traffic circle construction. The Call for Artists is open to professional artists residing in the United States, and those who have been identified to submit application materials. The total project budget is not to exceed \$110,000, 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.

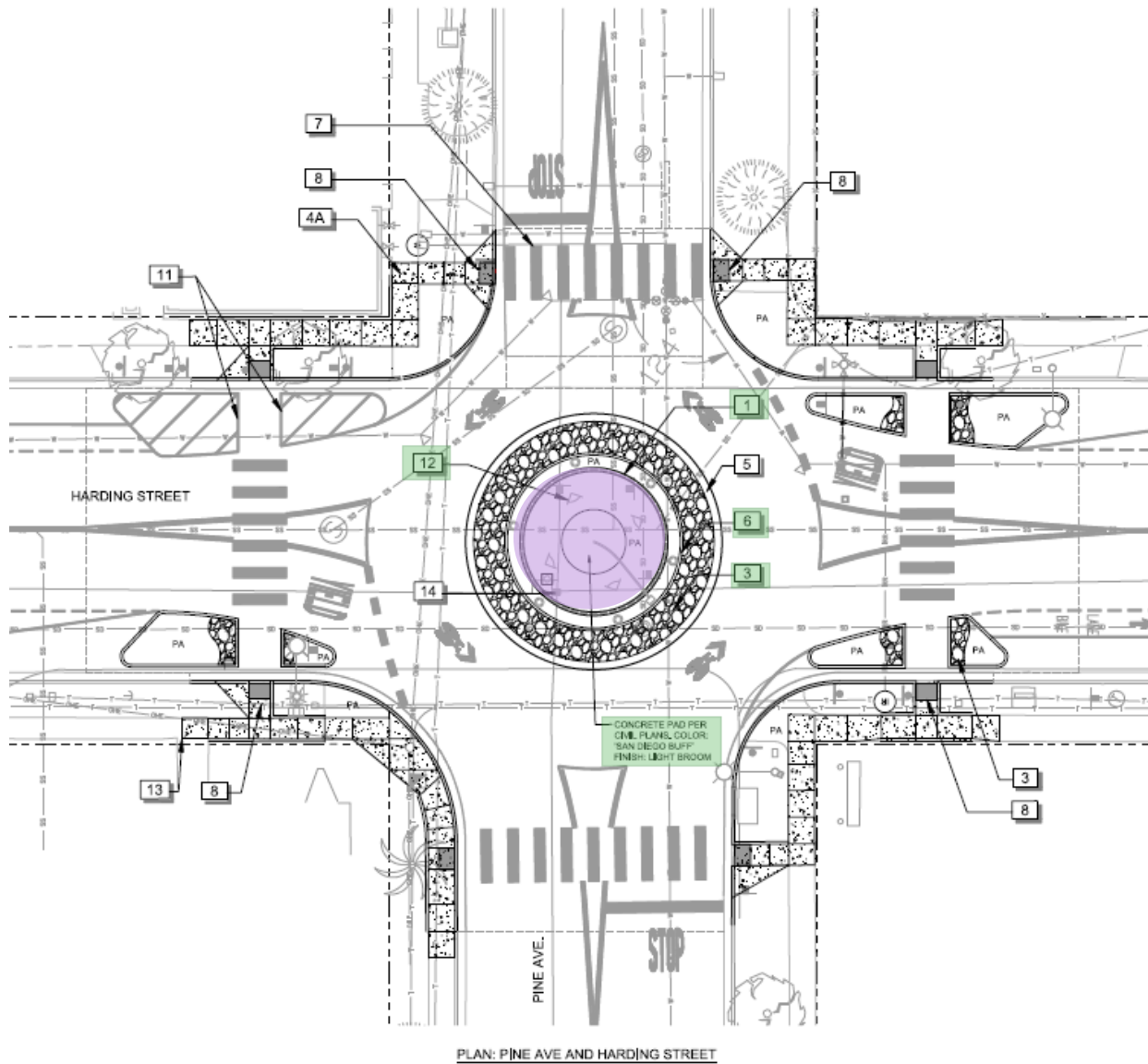
The submittal deadline is Monday, June 24 by 5 p.m.

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. 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, nor does it guarantee that the maximum amount will be expended. Please review Exhibits C and D 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 contract 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 Map



***Final design subject to change.*

Key	
	<ul style="list-style-type: none"> - Public art site; 16.36' diameter setting, up-lighting - Retaining wall around the public art site-inclusive of artist interpretation 8" thickness, 18" height - Low landscaping with drip irrigation

Barrio Traffic Circle Project Public Art Phase 1
Community Input Summary



Carlsbad’s Barrio is the city’s first residential neighborhood, dating back to the early 1900s. Today it’s home to families who have lived in the same home for generations along with newer residents of all ages and a mix of original homes, remodeled properties, newly built condominiums, places of worship and small businesses.

Given its flat terrain and proximity to the beach and the Village, the Barrio is a neighborhood with many walkers and cyclists. That’s why the Village and Barrio Master Plan recommended changes to local streets to slow down traffic and provide a better balance in the roadway for all modes of travel.

Since 2017, city staff have worked with the community to design new features to key streets in the Barrio to accomplish this goal. The final project includes five new traffic circles, crosswalk improvements and other traffic calming features.

Carlsbad Municipal Code 2.18.110 requires that a minimum of 1% of the cost of certain construction projects be dedicated to public art. For this project, the public art will be located in a traffic circle at the corner of Harding Street and Pine Avenue.

Community engagement approach

The city involved the community at the earliest stages of the project’s development to gather feedback about how the new permanent public art could best reflect the Barrio’s neighborhood identity and cultural and historic heritage. The community will be invited to provide input at future stages of the process as well. Below are the phases of engagement:

Phase 1: Vision for artwork (This report)

- What does the guidance provided in the Village and Barrio Master Plan mean to the community in the context of this public art project?
 - How can this public art reflect or enhance the Barrio neighborhood identity?
 - How can this public art honor the cultural and historic heritage of the Barrio?
- What makes you proud of this neighborhood?
- How do you want to feel when you see the public art?

Phase 2: Selection of artist

- Which of the artists seems like the best choice for this public art project?

Phase 3: Artist collaboration

- Questions for this phase will be developed in collaboration with the artist.

Phase 4: Feedback on the proposed artwork

- How well does this public art reflect the community’s input?

The opportunities

Community members were provided with two opportunities to provide input that would be used to inform the call for artists, the first step in the public art process.

Interviews with Spanish speaking community members

Dec. 12 to Dec. 17, 2023

20 participants

Public workshop

Dec. 6, 2023

6 to 7:30 p.m.

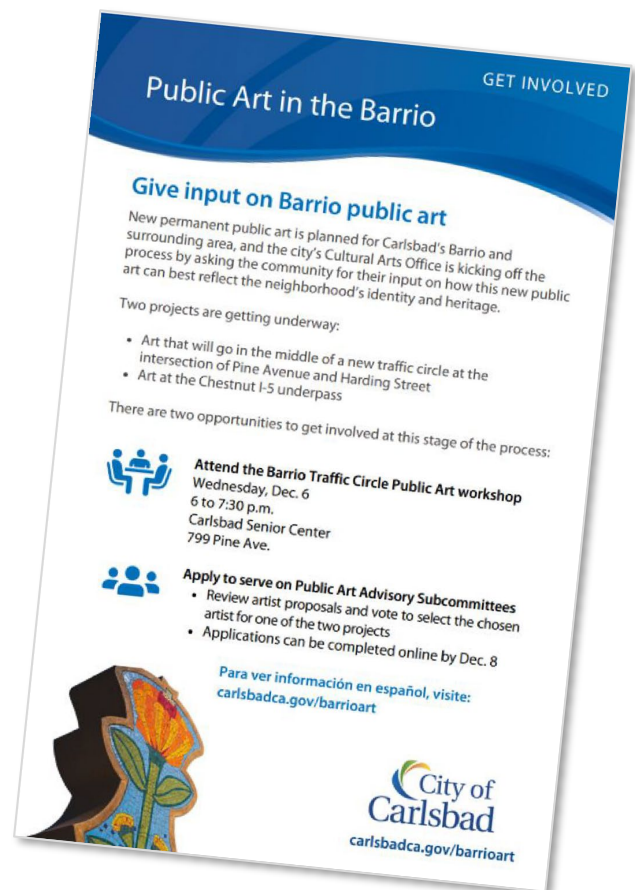
Carlsbad Senior Center auditorium


11 participants




The public workshop was promoted through the following:


- News release
- Post on NextDoor
- Social media
- City Manager's Update – sent Nov. 16 and Nov. 30, 2023
- Emails to Village and Barrio stakeholders – Sent Nov. 17 and Dec. 4
- Emails to arts stakeholders – sent Dec. 1
- Arts Commissioner outreach
- Banner at Chase Field, Senior Center and Pine Park field
- Fliers at community centers and library




 **City of Carlsbad** •
Published by Loomly • December 5 at 3:33 PM •

Don't forget! You can share your ideas for a new public art project planned for Carlsbad's Barrio at a workshop tomorrow.

 Barrio Traffic Circle Public Art workshop

 Wednesday, Dec. 6

 6 to 7:30 p.m.

 ... [See more](#)



Departments » Cultural Arts » Public Art »

Barrio Traffic Circle Public Art


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Barrio traffic circle public art
Pine Avenue and Harding Street

Public art element

Get email updates



Contact

Tonya Rodzach, Community Arts Coordinator
tonya.rodzach@carlsbadca.gov
 442-339-2087

Related topics

- [Barrio traffic circles project](#)
- [Art in Public Places guidelines](#)
- [Public Art Program](#)


At a glance

- The city's Cultural Arts Office is kicking off the planning process for a new public art piece that will go in the middle of a traffic circle planned for the [intersection of Pine Avenue and Harding Street](#).
- A public workshop was held in December 2023 to gather public input on the vision for the public art to include in the Call for Artists document that will solicit artist qualifications to create the public art.
- The Cultural Arts Office is working to form a public art advisory subcommittee, which will select the artist for this project. The committee is expected to hold its first meeting in early 2024.

Background

Public art policies

About the public art

Give input on public art

Reminder: Three opportunities this week to help shape new public art in the Barrio


New public art is planned for Carlsbad's Barrio and surrounding area, and the city's Cultural Arts Office is kicking off the process by asking the community for their input on how this new art can best reflect the neighborhood's identity and heritage.

2 projects

- Art that will go in the middle of a new traffic circle at the intersection of Pine Avenue and Harding Street
- Art at the Chestnut I-5 underpass

is week to get involved at this stage of the

Circle Public Art workshop



City of
Carlsbad

Barrio Public Art Workshop

Wednesday, Dec. 6
6 to 7:30 pm

Carlsbad Senior Center | carlsbadca.gov/arts

Key themes

Detailed notes are included in this report, including individual answers to each of the questions asked. The summary below attempts to capture the most common themes, however the entirety of this report should be considered when developing the call for artists.

Barrio pride

Pride was expressed about not just the history and heritage of the Barrio, but the strong sense of community and diversity that exists today. A strong work ethic also came through as a source of pride, from the early days of working as ranchers and farmers and continuing today.

People helping people

Taking care of one another is something that came up often. People feel a sense of security and connectedness because of strong family and community ties and culture of looking out for one another.

Authentic, unique beauty

Many people described the Barrio as peaceful, beautiful and clean, with pride of ownership demonstrated through how people maintain their properties, retaining the unique charm of original homes and cottages. It stands out as a unique part of Carlsbad.

Hope and promise, rooted in history

The Barrio is a safe, secure place that provides a solid foundation upon which people can pursue their dreams of a bright future. Seeing local landmarks as they were in the past helps keep the community connected to their history and creates a sense of nostalgia, while serving as a reminder of the opportunities available to all people.

Concerns

When asked what community members would like to avoid in a new public art, some of the themes included:

- Don't create something generic, with no noticeable relationship to the people and history of the Barrio.
- Connection to the beach come up often and something people like about the Barrio, but that did not translate as something people would like to see referenced in the artwork. This could be related to the previous bullet. There is a strong desire for something unique to the Barrio.
- Some said they did not want a public art that stood out from the surroundings and existing nearby art, not something too abstract or modern.

Combined input



What makes the Barrio special?

Workshop flip chart notes

- Walkable
- Charming
- Generations of family
- Clean
- Fresh
- Pride
- Relaxing
- Close knit
- Unique
- Authenticity
- Walking
- Decorations
- Pride
- Grown up in Barrio
- Community
- Sense of support
- Safety
- Local talent
- Chase Field
- Holiday Park

Workshop participants

- Grown up here since 1963, worked with muralist at 4 stage DT, restored it
- The community
- Raised here, the community, takes care of each other
- Resident since '99 - like to see local talent used in art (orange backstop is a good example)
- Keep art in the community
- Grew up here; the community, mix of people living here and businesses; walkable, history
- Family of original homeowners, history, much of first residents were laborers and should be recognized; community has each other's backs in Barrio; community, history and hard work
- Scale, walkable charm
- 27-year resident
- Deep roots, family generations
- 1976 original families
- Gentrification
- Longtime residents enjoy the culture and history
- Well-kept houses, older style homes
- Heritage and feel of the village
- Walkability
- Gardens and cottages
- Individuality in decoration, pride in upkeep

- Diversity in architecture, character
- The Barrio's history is what makes The Barrio special. Here is where Pine school started, followed by the Carlsbad School District and Jefferson School where learning was key. Important institutions that helped build Carlsbad. The people of the Barrio are some of the first and oldest residents of Carlsbad. The Carlsbad Boys Club and Chase Field where fair play and sportsmanship were practiced. Carlsbad Community Church and St. Patrick's Church where the community was developed spiritually. The 7up Market in the heart of the Barrio, the Big Bear Market Shopping center and Mayfair Shopping center helped grow the Carlsbad economy. All these organizations and establishments helped build Carlsbad. They also keep the Carlsbad spirit alive. Many past residents on social media share memories of all these places when they speak of their memories of Carlsbad.

Spanish speaking community members

- It's near and accessible to everything. Friendly, family oriented, people know each other.
- Parks, it is pretty, very nice place, sports-oriented. Accessible to everything.
- Lots of diversity, people love it here, beach, near everything
- Beaches, lagoon, beauty, tranquility, used to be cheap to live here
- Pacific, near work, walkable, the climate, near everything
- Beach, tranquility
- Nice park, Pollos Maria, I have all these memories from walking from school the park, Lite program, walking the dog
- Safety, clean, pretty, being modernized, safe, low density, peaceful
- Beach, trees, birds, pretty
- Community, beach, village
- Safe, its people, the schools, peaceful
- Magnificent, its people, the services, the community, beautiful
- Peaceful, clean, near the beach
- The community, its people, the children
- Its people, the Raza, the historic Barrio still can be seen
- Its parks, the library, the schools, the Village
- Peaceful, safety, used to be lots of gangs on the streets, but not now
- Peaceful, it's always clean, safety
- The history of the Barrio is celebrated, its Mexican roots with the events in the parks
- The connectedness. The Mexican roots. How different it is from the rest of Carlsbad.

What makes you proud of this neighborhood?

Workshop participants

- History and coming together of community
- Coming together for Posadas (expected every Sunday)
- People interwoven, everyone knows each other
- Before Pine Park it was Chase or Holiday Park
- Feeling safe, everyone looks out for each other
- Like the sculpture flowers public art; beautiful and tie into the history
- Historic, long time families, original
- Long family ties before development
- Well kept
- History, reflect history
- Deep roots
- No change; small homes, keep heritage, feel
- walks, decorative cottages
- Individuality
- Sense of pride
- No vandalizing mosaics, flowers
- Respect history of Barrio
- Enjoys city is spread out, easy going vibe
- The neighborhood has character and is well kept
- Proud of the history, "deep roots" of the neighborhood
- I have lived in the Barrio all my life. My family has a long history in the Barrio way before I came along. The neighborhood holds many memories for me and stories of a time when family who are no longer with us lived here and made a significant impact on the Barrio community. There are other families and friends who made an impact on the neighborhood and the city as well. Our Mexican Heritage, although there were many other cultures and backgrounds in the Barrio. It was a neighborhood where everyone knew everybody and we all supported each other.

Spanish-speaking community members

- I've lived here since I was a kid, I can't imagine living anywhere else. It's a safe home.
- Peaceful, safety, protected (by police)
- Close, walkable to the beach
- Peaceful, walkable, safe, near parks, and near libraries
- Safety, cleanliness
- Everything is close. Sense of community, we help each other
- The Latino community
- Living peacefully, safety
- Peaceful, beautiful, mild weather, beach
- Its people, the community is united
- Lots of good people, we help each other, sense of community
- Safety, the beach
- Its people, they are loving, we help each other, sense of community
- The beaches, the stores in the Village

- Peaceful, the sense of unity with one another, our police force. People are very hardworking, they respect each other, is beautiful, its family.
- It's super peaceful, everything is close, everything is accessible
- Schools, education, kind people
- It's a beautiful city, with spaces for the children to play
- I've been here and its always peaceful, without noise
- The place and the people are wonderful

What would you like to see in the new artwork?

Flip chart notes from workshop

- Proud of art
- Vibrant colors
- Sense of pride
- Brings back memories/history of Barrio
- Unique to this community
- More for this community, not tourists
- Tied to Luciano Indians
- Craftmanship
- Solid materials
- Color - vivid
- Natural beauty
- Uplifting
- Cohesive/Different

Workshop comments

- Pride: colors (vibrant oranges, yellows, etc.)
- Memory it may bring in moment - as it ties to Barrio
- Takes me/others back to positive associations/experiences
- Speaks to the history of Barrio
- Unique; couldn't be anywhere else; not generic (not waves/ocean)
- Real landmark that speaks to Barrio
- Ungentrified, ties into roots and history
- Audience should be for community, not tourists
- Speak for those who were here first and come back; in the Barrio people refer to houses by the name of those who built them
- Luiseño Indians, farmworkers, laborers recognized (similar to mural)
- Something with hands - see as vision (could represent the farmworkers, sense of community, laborers) not sure what exactly it would look like
- Something like what Carlsbad was like before more development (dirt roads)
- Bean field, oranges/avocado trees
- Like art near Pizza Port (like the artist); like Victor Ochoa artist in SD
- Want to have something proud of to look back on
- Speaks to original history (Harding to Roosevelt original streets)
- Wording of Barrio Carlsbad also incorporated
- Like vibrant colors (oranges, yellows) sculpture at State and Coast Hwy is nice but not appropriate for here/this location
- Crafted, beautiful craftsmanship
- Solid/materials/stone

- Nature/colors/vivid in heritage
- Other motion not work lane
- Meld Village and Barrio together (gateway)
- Not abstract/ Has to be colorful
- Colorful idea
- Uplifting
- Natural beauty
- Desire to feel uplifted – “Tickles the cortex”
- Too simple not good
- Distracting, too complex
- Tradition here; history; beauty of surroundings
- Quality and consistency
- Not controversial
- Casinos promote indigenous; highlight ancestors; baskets vibrant/colors/lively/happy
- Beautifully crafted - materials, longevity, sense of awe
- Expert craftsmanship
- Colorful, vivid, rich
- Combined with ties to cultural roots
- Something that is related to plants, colors present in Carlsbad
- Desire to feel uplifted, "Tickles the cortex"
- A reflection of The Barrio’s beginnings and how it has grown and changed and a promise for a bright future for all people. Something that would take a person back to the old days in Carlsbad. Agriculture, community activities, memories at landmarks, how pieces of history affected the Barrio.
- Not a safety hazard

Spanish speaking community members

- Friendly, family, welcoming
- Includes the beach, something unique, surprising
- Family
- Colorful, attractive
- Historic, the art reflects the story and the people who have lived here for generations, reflects what's interesting about the area, its personality, it's not brutalist, corporate brutalist.
- Fountain, water feature, the sea
- Flowers, greenery, statues with history, fountains, trees
- Beach, nature, flowers
- Trees, animals, its people
- Beach
- Colorful, flowers, beach, its people, nature
- Fountain (water feature) plans, poinsettias
- Colorful, catchy

- Includes the pride in the Hispanic history of this community, its residents, it touches the heart of people who live here, beautiful.
- Inspire kids to be safe and continue studying, something that inspires future generations.
- Saint Patrick, the Lola signage
- A piece that won't let people forget that this was the affordable area of Carlsbad, for the working class, farmers, ranchers, the Spanish-speaking Mexican community members.

What would make you not like the artwork?

Flip chart notes from workshop

- Generic
- Beach colors
- Dolphins/Waves
- Lighting important
- No relation to art
- No story
- Too simple
- Pretentious
- Not angular
- Distracting
- Poorly made
- Sticks out

Workshop participants

- Generic
- Appeals more to tourists
- Take it and put in somewhere else
- Avoid generic beachy colors (dolphins/waves)
- Lighting is important both for mobility, safety and public art visibility
- Luminescent point for public art if possible so light bounces off if possible
- Don't want to feel we have no reaction to the art; must tell story, makes you know it's the Barrio
- Needs to speak to families that started Carlsbad
- If it didn't represent the community
- Too simple not good
- Distracting, too complex
- One color
- Not flashy
- It would be abstract
- It would be simple and modern
- It would stick out from the rest of the art around
- Something synthetic, flashy
- Something poorly made
- Not something controversial
- Not interactive
- It does not capture the history of the Barrio. A piece that is not reflective of what the Barrio is. History, people, organizations. Archives of the Carlsbad Journal show a small town that reaches out to many residents and organizations of the community. Demonstrates the pride and achievements of the people of the neighborhood. Many

people were instrumental in the development and success of Carlsbad. Teachers, Police, storekeepers, community leaders who lived normal lives but contributed to Carlsbad's early beginnings. These people should be celebrated and recognized as Carlsbad's pioneers.

Spanish-speaking community members

- Too impersonal, awkward
- Ugly. Nothing attractive about it
- Something that has nothing to do with Barrio. With a color palette that doesn't match the place
- It has nothing to do with the Barrio
- It just has to be nice
- Minimalist, too modern for the historic area, no color
- Something too modern, it needs to include the history, too simple
- Actions that are violent, like people hurting other people, animals
- Scary stuff, like snakes
- Too boring
- Something that is a negative influence for the kids
- Too abstract to capture anything concrete about the community

Other feedback

Flip charts from workshop

- Harrah's Casino promotions of Indigenous people
- Highlight our ancestors
- Focus on the Barrio and its people
- Beautiful baskets, beautiful colors
- Lighting very important

Workshop participants

- Mentioned Harrah's Casino art as an example of a good job
- Consider Luiseño people's baskets, colors of their work
- Lighting of the art is important
- Landmarks, events and past celebrations. Santa Claus at the first fire station, the Carlsbad Parade, Pine School, UPS at the end of Walnut Street and many more memories that I cannot remember or wasn't around yet to see or experience. Fresh fruits and vegetables from the fields in Carlsbad.

Spanish-speaking community members

- I'm glad we are being asked our opinion with these interviews.
- The art needs to be attractive, descriptive
- Use innovative materials, new, all elements have cohesion, use a mix of media
- Honor the Hispanic history, like Lola's
- Peaceful
- Before it was Hispanic, it was Luiseño, Chumash, it would be valuable to honor the true roots of this place.
- Friendly, familiar
- Something that attracts visitors, something new and beautiful
- Plants
- To use materials that are sustainable and good for the environment
- I hope it is beautiful
- It has the potential to include many elements
- Honor the Barrio, as what was the Barrio before gentrification changed things

Appendices

What three words would you use to describe the Barrio?

Workshop participants

Family	5
Community	4
Character	3
History	3
Relaxing	3
Authenticity	2
Close-knit	2
Fresh	2
Heart	2
Pride	2
Realness	2
Unique	2
Clean	1
Clear	1
Colorful	1
Hardworking	1
Heritage	1
Home	1
Lasting	1
Modest	1
Original	1
Quaint	1
Spread-out	1
Walkable	1

Flip chart notes from workshop

Community

History

Hard work

Built to last

Quaint

Sense of community

Interwoven

Spanish-speaking community members

Beautiful	12
Peaceful	8
Safe	4
Community	3
Accessible	2
Beach	2
Diverse	2
Family	2
Walkable	2
Big	1
Clean	1
Comfortable	1
Connected	1
Everything	1
Extraordinary	1
Friendly	1
Hardworking	1
Home	1
Incredible	1
Marvelous	1
Ocean	1
Parks	1
Popular	1
Pride	1
Relaxed	1
Respect	1
Schools	1
Spectacular	1
Sports	1
Stable	1
Sunset	1
Touristic	1
Weather	1

Exhibit C, 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, California, a municipal corporation ("City") and _____, a _____, ("Contractor").

RECITALS

- A. City requires the professional services of a consultant that is experienced in _____.
- 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 _____ (__) year(s) from the date first above written. The City Manager may amend the Agreement to extend it for _____ (__) additional _____ (__) year(s) 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 shall not exceed _____ 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 (\$_____)

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 defend (with counsel approved by the City), indemnify, and hold harmless the City and its officers, elected and appointed 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.

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 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless 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 DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. 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 are:

For City:

Name _____
Title _____
Dept _____
CITY OF CARLSBAD
Address _____
Phone _____

For Contractor:

Name _____
Title Project Manager
Address _____
Phone _____
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.

16. 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 as required in the City of Carlsbad Conflict of Interest Code.

Yes No

If yes, list the contact information below for all individuals required to file:

Name	Email	Phone Number

17. 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.

18. CALIFORNIA AIR RESOURCES BOARD (CARB) ADVANCED CLEAN FLEETS REGULATIONS

Contractor's vehicles with a gross vehicle weight rating greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

19. DISCRIMINATION AND HARASSMENT PROHIBITED

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

20. 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.

21. 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.

City may terminate this Agreement by tendering thirty (30) days written notice to Contractor. Contractor may terminate this Agreement by tendering _____ (___) days written notice to City. In the event of termination of this Agreement by either party 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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. This Agreement may be executed in counterparts.

27. 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.

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

CONTRACTOR

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

_____, a

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:

SHERRY FREISINGER, City Clerk

(sign here)

By:

Deputy 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.

<u>Group A</u>	<u>Group B</u>
Chairman,	Secretary,
President, or	Assistant Secretary,
Vice-President	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:

CINDIE K. McMAHON, City Attorney

BY: _____
Deputy / Assistant City Attorney

EXHIBIT A

SCOPE OF SERVICES AND FEE

(Itemized List of what Contractor will do for CITY and at what price. Remove before finalizing.)

Exhibit D, Public Works Fabrication Contract

SAMPLE – DO NOT COMPLETE AT THIS TIME

**CITY OF CARLSBAD
MINOR PUBLIC WORKS CONTRACT**

_____ ; CONT. NO. _____

This contract is made on the _____ day of _____, 20__ (“Contract”), by the City of Carlsbad, California, a municipal corporation (“City”) and _____, a _____ whose principal place of business is _____ (“Contractor”).

City and Contractor agree as follows:

DESCRIPTION OF WORK. Contractor shall perform all work specified in the Contract documents for the project described by these Contract Documents (hereinafter called "Project").

PROVISIONS OF LABOR AND MATERIALS. Contractor shall provide all labor, materials, tools, equipment, and personnel to perform the work specified by the Contract Documents unless excepted elsewhere in this Contract.

CONTRACT DOCUMENTS. The Contract Documents consist of this Contract, exhibits to this Contract, Contractor's Proposal, the Plans and Specifications, the General Provisions, as contained in the Standard Specifications for Public Works Construction “Greenbook,” latest edition and including all errata; Part 1 General Provisions, addendum(s) to said Plans and Specifications, and all proper amendments and changes made thereto in accordance with this Contract or the Plans and Specifications, all of which are incorporated herein by this reference. When in conflict, this Contract will supersede terms and conditions in the Contractor’s proposal.

LABOR. Contractor will employ only skilled workers and abide by all State laws and City of Carlsbad Ordinances governing labor.

GUARANTEE. Contractor guarantees all labor and materials furnished and agrees to complete the Project in accordance with directions and subject to inspection approval and acceptance by _____ (City Project Manager).

PAYMENT. The City shall withhold retention as required by Public Contract Code Section 9203.

PREVAILING WAGE RATES. Any construction, alteration, demolition, repair, and maintenance work, including work performed during design and preconstruction such as inspection and land surveying work, cumulatively exceeding \$1,000 and performed under this Contract constitute “public works” under California Labor Code Section 1720 *et seq.*, and are subject to state prevailing wage laws. 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 California Labor Code. Consistent with the requirement of Section 1773.2 of the California Labor code, a current copy of applicable wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/. Contractor shall not pay less than the said specified prevailing rates of wages to all such workers employed by him or her in the execution of the Contract. Contractor and any subcontractors shall comply with

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

DIR REGISTRATION. California Labor Code Section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any public work under this Contract to be currently registered with the California Department of Industrial Relations ('DIR'), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 provides that a contractor or subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. Prior to the performance of public work by any subcontractor or subconsultant under this Contract, Contractor must furnish the City with the subcontractor or subconsultant's current DIR registration number.

CALIFORNIA AIR RESOURCES BOARD (CARB) ADVANCED CLEAN FLEETS REGULATION. Contractor's vehicles with a gross vehicle weight rating greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

CALIFORNIA AIR RESOURCES BOARD (CARB) IN-USE OFF-ROAD DIESEL FUELED FLEETS REGULATION. Contractors are required to comply with the requirements of the In-Use Off-Road Diesel-Fueled Fleet regulations, including, without limitation, compliance with Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the term of the Project. More information about the requirements and Contractor's required certification is provided in Exhibit D.

CONSTRUCTION MANAGEMENT SOFTWARE. Procore Project Management and Collaboration System. This project may utilize the Owner's Procore (www.procore.com) online project management and document control platform. The intent of utilizing Procore is to reduce cost and schedule risk, improve quality and safety, and maintain a healthy team dynamic by improving information flow, reducing non-productive activities, reducing rework and decreasing turnaround times. The Contractor is required to create a free web-based Procore user account(s) and utilize web-based training / tutorials (as needed) to become familiar with the system. Unless the Engineer approves otherwise, the Contractor shall process all project documents through Procore because this platform will be used to submit, track, distribute and collaborate on project. If unfamiliar or not otherwise trained with Procore, Contractor and applicable team members shall complete a free training certification course located at <http://learn.procore.com/procore-certification-subcontractor>. The Contractor is responsible for attaining their own Procore support, as needed, either through the online training or reaching out to the Procore support team. It will be the responsibility of the Contractor to regularly check Procore and review updated documents as they are added. There will be no cost to the Contractor for use of Procore.

It is recommended that the Contractor provide mobile access for Windows, iOS located at <https://apps.apple.com/us/app/procore-construction-management/id374930542> or Android devices located at <https://play.google.com/store/apps/details?id=com.procore.activities> with the Procore App installed to at least one on-site individual to provide real-time access to current posted drawings, specifications, RFIs, submittals, schedules, change orders, project documents, as well as any deficient observations or punch list items. Providing mobile access will improve communication, efficiency, and productivity for all parties. The use of Procore for project management does not relieve the contractor of any other requirements as may be specified in the contract documents.

FALSE 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 Contract and not in anticipation of litigation or in conjunction with litigation.

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.

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.

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 (5) years and that debarment by another jurisdiction is grounds for the City of Carlsbad to disqualify the Contractor or subcontractor from participating in contract bidding.

Signature: _____

Print Name: _____

REQUIRED INSURANCE. The successful contractor shall provide to the City of Carlsbad, a Certification of Commercial General Liability and Property Damage Insurance and a Certificate of Workers' Compensation Insurance indicating coverage in a form approved by the California Insurance Commission. The certificates shall indicate coverage during the period of the contract and must be furnished to the City prior to the start of work. The minimum limits of liability insurance are to be placed with California admitted insurers that 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.

Commercial General Liability 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.

Property damage insurance in an amount of not less than.....\$2,000,000

Automobile Liability Insurance in the amount of \$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. The automobile insurance certificate must state the coverage is for "any auto" and cannot be limited in any manner.

The above policies shall have non-cancellation clauses providing that 30 days written notice shall be given to the City prior to such cancellation.

The policies shall name the City of Carlsbad as an additional insured. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

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.

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

INDEMNITY. Contractor agrees to defend (with counsel approved by the City), indemnify, and hold harmless the City and its officers, elected and appointed officials, employees and volunteers from and against 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 related 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.

JURISDICTION. The Contractor agrees and hereby stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Contract is San Diego County, California.

Start Work: Contractor agrees to start within _____ (___) working days after receipt of Notice to Proceed.

Completion: Contractor agrees to complete work within _____ (___) working days after receipt of Notice to Proceed.

CONTRACTOR'S INFORMATION.

(name of Contractor)

(street address)

(Contractor's license number)

(city/state/zip)

(license class. and exp. date)

(telephone no.)

(DIR registration number/exp. date)

(e-mail address)

AUTHORITY. The individuals executing this Contract 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 Contract.

[signatures on following page]

CONTRACTOR

_____,
a _____

By:

(sign here)

(print name/title)

By:

(sign here)

(print name/title)

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

By:

Assistant City Manager, Deputy City Manager
or Department Director
as authorized by the City Manager

If required by City, proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Contract 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:

CINDIE K. McMAHON, City Attorney

BY: _____
Deputy / Assistant City Attorney

EXHIBIT A

LISTING OF SUBCONTRACTORS BY GENERAL CONTRACTOR

Set forth below is the full name and location of the place of business of each subcontractor whom the Contractor proposes to subcontract portions of the Project in excess of one-half of one percent of the total bid, and the portion of the Project which will be done by each subcontractor for each subcontract.

NOTE: The Contractor understands that if it fails to specify a subcontractor for any portion of the Project to be performed under the contract in excess of one-half of one percent of the bid, the contractor shall be deemed to have agreed to perform such portion, and that the Contractor shall not be permitted to sublet or subcontract that portion of the work, except in cases of public emergency or necessity, and then only after a finding, reduced in writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

If no subcontractors are to be employed on the project, enter the word "**NONE**."

SUBCONTRACTORS

Type of Work to be Subcontracted	Business Name and Address	DIR Registration No. & Expiration Date	License No., Classification & Expiration Date	% of Total Contract

Total % Subcontracted: _____

The Contractor must perform no less than 50% of the work with its own forces.

ITEM NO.	UNIT	QTY	DESCRIPTION	PRICE
			TOTAL*	

*Includes taxes, fees, expenses and all other costs.

**EXHIBIT C
LABOR AND MATERIALS BOND**

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

CONTRACT NO. _____

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 its 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.

This labor and materials bond may be approved as to form by the City Attorney for the City in counterpart, and the counterparts shall all constitute a single, original instrument.

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

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

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

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

APPROVED AS TO FORM:

CINDIE K. McMAHON
City Attorney

By: _____
Deputy /Assistant City Attorney

EXHIBIT D

In-Use Off-Road Diesel-Fueled Fleet Regulation Requirements

CARB implemented amendments to the In-Use Off-Road Diesel Fueled Fleets Regulations that apply broadly to all self-propelled off-road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. More information about the requirements can be found at <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation>

Contractors are required to comply with the requirements of the In-Use Off-Road Diesel-Fueled Fleet regulations, including, without limitation, compliance with Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the term of the Project.

The City is a “Public Works Awarding Body,” as that term is defined under Title 13 California Code of Regulations Section 2449(c)(46). Accordingly, the Contractor must submit, with their pre-award contract documents, valid Certificates of Reported Compliance (CRC) for the Contractor’s fleet, and for the fleets of any listed subcontractors (including any applicable leased equipment or vehicles). Failure to provide a valid CRC, will limit the city’s ability to proceed with awarding this Contract.

Contractor has an on-going obligation for term of this Agreement to provide copies of Contractor’s, as well as all listed subcontractors, most recent CRC issued by CARB.

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor’s and subcontractors’ fleet including, without limitation, CRC, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days’ notice from the City.

EXHIBIT D (CONT.)

IN-USE OFF-ROAD DIESEL-FUELED FLEET REGULATION CERTIFICATION

Contractor hereby acknowledges that they have reviewed the CARB’s policies, rules and regulations and are familiar with the requirements of **In-Use Off-Road Diesel-Fueled Fleet Regulation**. Contractor hereby certifies, subject to the penalty of perjury, that the option checked below relating to the Contractor’s fleet, and/or that of their subcontractor(s) (“Fleet”) is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

- The Fleet is exempt from the Regulation under Section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

- Contractor and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to Section 2449.1(f)(3). Contractor shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e., third party correspondence or vendor bids).

- The Fleet is exempt from the requirements of the Regulation pursuant to Section 2449(i)(4) because this Project has been deemed an “emergency”, as that term is defined in Section 2449(c)(18). Contractor shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to Section 2449(i)(4).

- The Fleet does not fall under the Regulation or are otherwise exempt and a detailed reasoning is attached to this certification.

Name of Contractor: _____

Signature: _____

Name: _____

Title: _____

Date: _____